# **2023 ANNUAL REPORT**



# Affordable Housing Committee Town of Fairfield

Stephen Grathwohl, Chair Joanne Csonka Gwynne Alperovich Heather Dubrosky Janice Bouloubasis Nina Velez Urb Leimkuhler Gretchen Goethner, Recording Secretary

January 2023

### 2023 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 completed work on updating the Town's Affordable Housing Plan to comply with the requirements of CGS 8-30j. The Plan was submitted to the Office of Policy & Management on May 25, 2022. The overall goals of the Plan are to: (a) accumulate enough housing equivalency points to qualify for a moratorium; and (b) provide a broad range of housing options to meet the community's needs. The primary strategies include:

- Work with the Town Plan & Zoning Commission to increase the affordable set aside requirements;
- Engage the Town Plan & Zoning Commission to review and amend the Designed Residence District regulations;
- Support the Fairfield Housing Authority in its work to create additional affordable housing units in Town;
- Strengthen design guidelines to create more housing opportunities that are more compatible with existing neighborhoods;
- Identify opportunities to create "missing middle" housing.

Additionally, the Affordable Housing Committee this past year:

- Reviewed and provided comments to the Town Plan & Zoning Commission regarding the draft affordability plan and proposed set aside (CGS 8-30g) development at 15 Unquowa Road.
- Approved an allocation from the Housing Trust Fund to purchase #376 Quincy Street within the "Parkview Commons" development at foreclosure auction to facilitate the development of affordable housing.
- In partnership with Fairfield Senior Advocates and FairPlan, sponsored a workshop and panel discussion on accessory dwelling units (ADUs) to highlight recent changes to the Town's Zoning Regulations concerning accessory units.

Key Statistical Data	2000	2010	20221	% Chnge <sup>2</sup>
Population	57,340	59,404	61,512	3.5%
Average Household Size	2.61	2.69	2.71	
Median Household Income	\$83,512	\$106,767	\$140,308	31.4%
Median Sales Price of a SF Home	\$343,750	\$520,000	\$810,000	55.7%
Sales Price to Income Ratio	4.1	4.9	5.8	
Number of Residential Sales	795	605	730	20.7%
Number of Residential Sales < \$300,000	272	61	4	(93.4%)
% of Residential Sales < \$300,000	34.2%	10.1%	0.55%	
Total Number of Housing Units	21,029	21,648	21,982	1.5%
Percentage of Affordable Units (DECD) <sup>3</sup>	2.71%	2.21%	2.81%	

<sup>&</sup>lt;sup>1</sup> Data is mostly recently available from the Census/American Community Survey as the 2020 census data has not yet been formally released.

 $<sup>^{2}</sup>$  This column measures the percentage change between 2022 and 2010.

<sup>&</sup>lt;sup>3</sup> 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

### **Moratorium Status**

Dwelling Units per Census = 21,982	HUEP Required	Estimated HUEP	GAP
	439.6	383.5	56.1
Type of Development	Existing	In Progress	Total
Governmentally Assisted	103.5		103.5
Deed Restricted Ownership	39.0		39.0
Deed Restricted Rental	62.0		62.0
Set Aside Developments	123.0	105.0	228.0
Inclusionary Zoning Units	56.0	9.0	65.0
Total HUEP	383.5	114.0	497.5

"In Progress" includes projects that are currently under construction or approved and that are expected to go forward. Projects that are in progress include three set aside developments (CGS 8-30g) under construction at 528 Black Rock Turnpike, 2-6 Beacon Square and 5545 Park Avenue, which upon completion, are expected to furnish enough HUEP for the Town to submit its initial moratorium application. A 26-unit set aside development at 78 Unquowa Place (Post Road Lofts) was completed this year. 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 expired in 2022. Additionally, the HUEP formula has been adjusted to reflect preliminary 2020 census data, though the impact of this change was relatively modest.

### **Housing Trust Fund**

The Housing Trust Fund was established by ordinance in March of 2018. As of December 31, 2022, the Housing Trust Fund had a balance of \$795,602, excluding funds set aside for the purchase of #376 Quincy Street, which is in foreclosure. Miscellaneous costs include refunds of security deposits as well as utility charges.

Balance as of 12/31/21		\$ 100,894
Income-Fees		\$ 696,529
Disb	ursements	
	Miscellaneous	\$ 1,821
Balance a	as of 12/31/22	\$ 795,602
Reserve		
	376 Quincy Street	\$ 350,000
Adj. Balance/Avail to Commit		\$ 445,602

deed-restricted properties. For a complete description of this program or to see how other towns rank in comparison to Fairfield, please see <a href="https://portal.ct.gov/DOH/DOH/Programs/Affordable-Housing-Appeals-Listing">https://portal.ct.gov/DOH/DOH/Programs/Affordable-Housing-Appeals-Listing</a>.



TOWN OF FAIRFIELD PLAN & ZONING DEPARTMENT SULLIVAN INDEPENDENCE HALL 725 OLD POST ROAD FAIRFIELD, CT 06824 PHONE (203) 256-3050

TO: Board of Selectman

FROM: Jim Wendt, Planning Director

CC: Mark Barnhart

DATE: November 10, 2021

RE: 244 Greenfield Street/Tunxis Hill Park

On Tuesday, November 9, 2021, the Town Plan and Zoning Commission voted unanimously to support the acquisition of 244 Greenfield Street and the use of a portion of Tunxis Hill Park for use as affordable housing as outlined in the attached November 1, 2021 memo from Mark Barnhart, Director of Community and Economic Development.

# Memorandum

To: Town Plan & Zoning Commission

From: Mark Barnhart, Director of Community & Economic Development

Date: November 1, 2021

Re: Potential Purchase of 244 Greenfield Street

The Town is considering the purchase of 244 Greenfield Street for affordable housing. I am writing to request that the Town Plan & Zoning Commission review the proposed acquisition in accordance with Section 8-24 of the Connecticut General Statutes.

The subject parcel is an undersized, legal non-conforming lot totaling 2825sf (0.065 acres) located in a Residence B zone. It is improved with a very modest, single-story, 2-bedroom/1-bath single-family home comprising 872sf that was constructed in 1912. The lot also contains a small shed outbuilding. The property has been used most recently as a rental investment property, but is vacant at present. The property abuts an unimproved, wooded section of Tunxis Hill Park located to the rear, and is situated within a mixed neighborhood of predominantly single-family residences with some multi-family homes. The parcel has roughly 120' of frontage on Greenfield Street bordering a commercial district. Given the location, the property affords good access to shopping, services, bus lines and highway connections.

The Town is proposing to acquire the subject parcel and combine it with a portion of town-owned land to the rear to create building lots for affordable housing in accordance with the attached compilation plan. The Town intends to seek proposals from interested development partners to construct one or more duplexes on the subject property (2-4 units), all of which would be deed-restricted as affordable to persons or households with incomes at or below 80% of the area median income. The parcel is located roughly 500 feet due north of the fourteen units of Owner-Built Housing that were developed in the late 1980's and early 1990's by the Town.

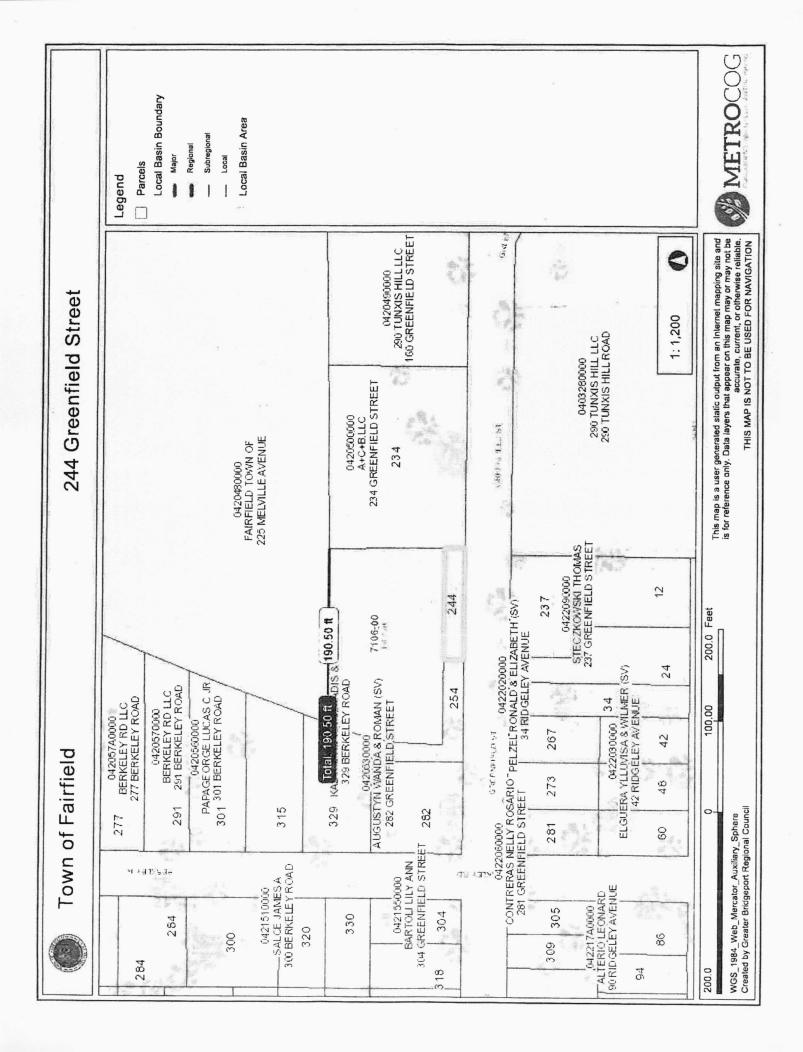
The proposed purchase and acquisition plan is subject to the review and approval of numerous Town Boards. To date, the Affordable Housing Committee has unanimously approved an expenditure from the Town's

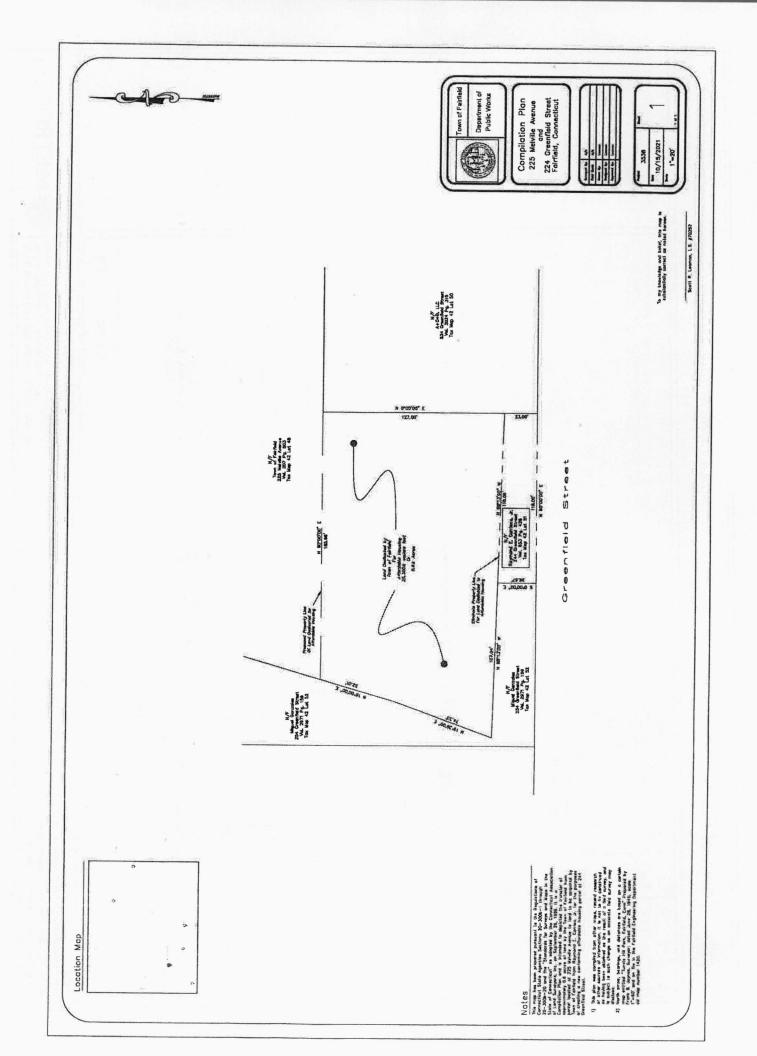
1

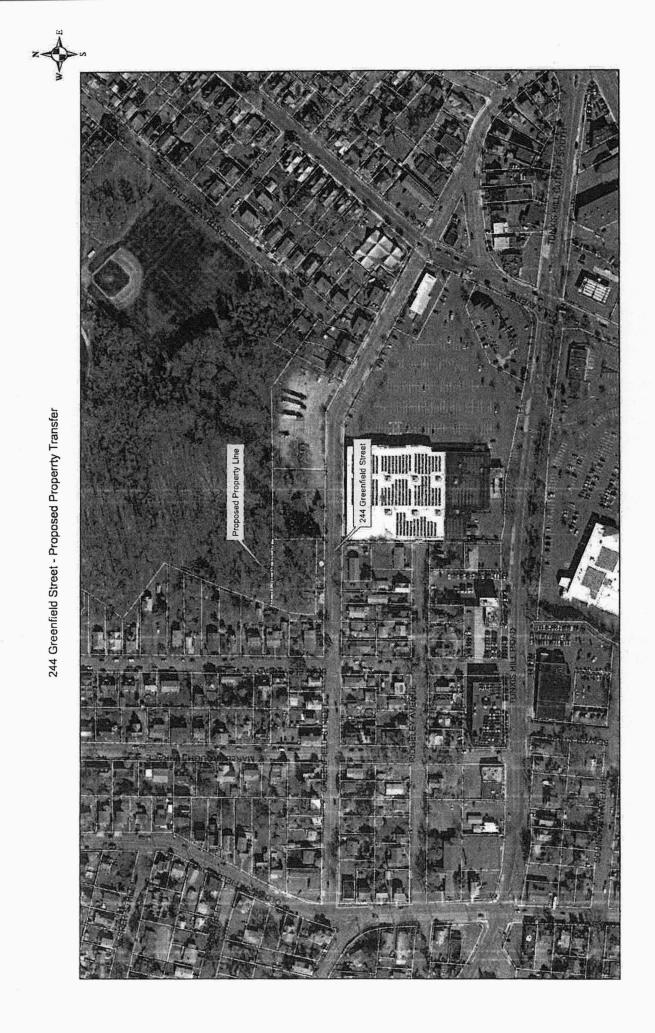
2

Housing Trust Fund to finance the proposed purchase. Additionally, the Parks & Recreation Commission at its meeting of October 20<sup>th</sup>, granted permission to utilize approximately 0.6 acres of the adjoining park land for affordable housing purposes. The proposed purchase also requires the approvals of the Board of Selectmen and the Representative Town Meeting. Assuming favorable action by all Town Boards, real estate closings are planned for mid-December.

I would welcome the opportunity to discuss this proposal and to respond to any questions the Commission may have. Thank you again for your consideration.







### Wendt, James

From: Sent: To:

Subject:

Wendt, James Tuesday, November 9, 2021 11:04 AM Fredda Gordon (freddag@aol.com); Kathy Braun; Lenny Braman; mark corcoran; Matthew Wagner; meg francis; Mike DiGiacomo; Peter Elliott; Steve Levy; Tommy Noonan FW: 244 Greenfield Street

This note below supplements the proposal for potential acquisition of property. The Conservation Dept. has confirmed that there are no wetlands on the proposed new parcel. Jim

From: Bishop, Timothy <<u>TBishop@fairfieldct.org</u>> Sent: Friday, October 8, 2021 9:26 AM To: Barnhart, Mark <<u>MBarnhart@fairfieldct.org</u>> Subject: RE: 244 Greenfield Street

Good morning Mark,

No wetlands on the #244 parcel or the back lot extension. If approved there would be no regulation on the new larger parcel from the existing regulated area on the Town parcel at 255 Melville Avenue. Please let me know if you need anything else. Thank you.

Timothy J. Bishop, MS, CEP Director



Town of Fairfield – Conservation Department 725 Old Post Road Fairfield, CT 06824 Office: (203) 256-3071 Email: <u>tbishop@fairfieldct.org</u> Web: <u>https://www.fairfieldct.org/conservation</u>

From: Barnhart, Mark <<u>MBarnhart@fairfieldct.org</u>> Sent: Thursday, October 7, 2021 4:54 PM To: Bishop, Timothy <<u>TBishop@fairfieldct.org</u>> Subject: 244 Greenfield Street

Tim,

The Town is considering the purchase of 244 Greenfield Street, which it hopes to add to excess town-owned property to the rear to create affordable housing. My plan would be to square off the rear lot line extending from 234 Greenfield Street as depicted on the attached map. This proposal would require the concurrence of the Parks & Recreation Commission. The proposed acquisition is subject to the approvals of the Board of Selectmen and Representative Town

# Memorandum

To: Board of Selectmen

From: Mark Barnhart, Director of Community & Economic Development

Date: January 27, 2023

Re: Proposed Ground Lease Agreement for 244 Greenfield Street

I am requesting your favorable consideration of a resolution to authorize the Town to enter into a Ground Lease Agreement with Habitat for Humanity of Coastal Fairfield County, Inc., for the property at 244 Greenfield Street to facilitate the development of four units of affordable home ownership housing.

You will no doubt recall that the Town acquired this parcel in late 2021 with monies from the Town's Housing Trust Fund. With your authorization, the Town subsequently entered into a Development Agreement with Habitat for Humanity to move forward with the redevelopment of this site. Under the terms of that Agreement, Habitat is responsible for overseeing all aspects of the development process, including the design, financing, permitting, construction, and sale of the units.

The Town and Habitat have negotiated the terms of a Ground Lease, along with a Declaration of Covenants and Restrictions as well as other related documents governing the development and use of the property. Copies of these documents are attached for your review.

The Ground Lease Agreement will also require the approval of the Representative Town Meeting (RTM). The Town Plan & Zoning Commission has already reviewed and recommended favorably on the original acquisition of the property as well as the plan to eventually ground lease the site to a development partner pursuant to its obligations under CGS 8-24.

I would welcome the opportunity to discuss this proposal and to respond to any questions the Board may have. Thank you again for your consideration.



1

Upon recording, please return to:

Hoopes Morganthaler Rausch & Scaramozza LLC 185 Asylum Street CityPlace II/15<sup>th</sup> Floor Hartford, CT 06103

### **GROUND LEASE AGREEMENT**

This Ground Lease Agreement (this "Lease") is made this \_\_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the TOWN OF FAIRFIELD ("Landlord") and HABITAT FOR HUMANITY OF COASTAL FAIRFIELD COUNTY, INC., a Connecticut non-stock corporation ("Tenant").

#### WITNESSETH:

WHEREAS, pursuant to a Development Agreement dated as of September 21, 2022, by and between Landlord and Tenant (the "Development Agreement"), Landlord agreed to lease to Tenant certain land situated at 244 Greenfield Street in the Town of Fairfield, County of Fairfield, State of Connecticut, as more fully described on Exhibit A attached hereto (the "Leased Premises");

WHEREAS, the Landlord, through its Board of Selectpersons, is interested in providing affordable housing for persons of low and moderate income (the "Program"), with the aims and goals of the Program being best served by encouraging owner/occupancy of the units to comprise the Project (as such term is defined below); and

WHEREAS, the parties have agreed that upon execution of this Lease, Tenant shall have the obligation to construct, operate, and maintain on the Leased Premises two (2) residential duplexes, in which two (2) affordable housing units shall be located in both duplexes, for a total of four (4) units and families (the "Project"), in furtherance and support of the Program.

**NOW, THEREFORE**, in consideration of these presents, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to this Lease on the terms and conditions set forth herein.

#### PROVISIONS OF AGREEMENT:

Section 1. Leased Premises.

Landlord, in consideration of the rents and covenants hereinafter mentioned, does hereby demise and lease unto Tenant the Leased Premises for Tenant's use and for the purpose of constructing and managing the Project.

<u>Section 2</u>. <u>Term</u>. The duration of this Lease shall be for a period of seventy-five (75) years, commencing on the date set forth above (the "Commencement Date"). In the event that this Lease commences on a day other than the first day of the month, Tenant shall reimburse Landlord for the Additional Rent (as hereinafter defined) based on the partial month occupied.

Section 3. Rent.

A. Base Rent. Tenant shall pay to Landlord One Dollar (\$1.00) per year base rent ("Base Rent") for the Leased Premises, payable in full, in advance, upon execution of this Lease, the sufficiency and receipt of which Landlord hereby acknowledges.

B. Additional Rent. Except as otherwise expressly set forth herein, Tenant shall be solely responsible for, and shall pay, all costs, expenses, and obligations of every kind and nature whatsoever arising from or relating to Tenant's use and occupancy of the Leased Premises and its use and operation by Tenant, which may arise or become due during the Term of this Lease, Without in any manner limiting the foregoing, Tenant shall pay to Landlord, as items of Additional Rent for said Leased Premises, the following costs and expenses:

(i) During the Term of the Lease, Tenant shall pay all Taxes concerning or relating to the land comprising the Leased Premises and Tenant's use and operation thereof. The term "Taxes" shall mean all taxes and assessments, general and special, ordinary and extraordinary, which shall or may, during the Term be assessed, levied, charged or imposed upon the Leased Premises or improvements thereon constructed by Tenant or the possession, operation, management, maintenance, alteration, use or occupancy by Tenant of the Leased Premises, or are levied or imposed upon Tenant's equipment, fixtures and other personal property located in or about the Leased Premises, or on or against the cost of any improvements made in or to the Leased Premises by or for Tenant, including without limitation any gross receipts tax or excise tax. Landlord shall provide Tenant with (or Tenant shall, at its option, arrange to receive directly from the taxing authority) copies of the various tax bills, and Tenant shall pay all such Taxes not later than the date on which such Taxes are due. In the event any Taxes or other impositions may be payable in installments, Tenant shall have the right to pay the same as such installments fall due.

For any fraction of a tax year at the beginning or end of the Term, Tenant's obligation shall be prorated as of the commencement or end of the Lease Term. For any such fraction of a tax year at the beginning of said Term, Tenant agrees to reimburse Landlord for its portion of such Taxes within thirty (30) days after presentation to Tenant of receipted copies of the bills covering the same. For any such fraction of a tax year at the end of the Term, or any extension thereof, Landlord agrees to reimburse Tenant for Landlord's portion of such Taxes within thirty (30) days after presentation to Landlord of receipted copies of the bills. Landlord will timely forward to Tenant copies of all tax notices for the Leased Premises, including the initial tax assessment and all tax notices, wherein an increase is made to the real estate tax assessment of the Leased Premises such that Tenant is able to timely contest any re-assessment.

Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of Taxes assessed to or levied upon the Leased Premises and, if required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonably require, including, without limitation, the execution of documents. Landlord shall have the right to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement or otherwise contesting the validity or amount of Taxes assessed to or levied upon the Leased Premises if such proceeding shall in whole or in part pertain or relate to any period of time prior to or subsequent to the expiration or termination of this Lease.

(ii) Tenant shall promptly pay all utility bills, and all other charges and assessments against the Leased Premises related to or arising out of Tenant's use thereof, ordinary or extraordinary, including electricity, gas, rubbish removal, telephone, sanitary or storm sewer charges or assessments, and water rents. Tenant shall contract directly with all utility and service providers for the Leased Premises and Tenant shall timely pay such providers directly for all utility services. Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any interruption in service of any utilities and services, and the same shall not constitute an eviction (constructive or otherwise) of Tenant. Tenant

shall make arrangements directly with a rubbish and waste disposal company for waste removal services in and to the Leased Premises as may be desired by Tenant or required by law. Tenant shall pay the entire cost of such rubbish and waste removal service directly to the provider of such service. Tenant shall be responsible for bringing water, electricity, gas, sewer and any other utility lines required for the Project from the property line to any structure constructed by Tenant on the Leased Premises.

(iii) Tenant shall pay for and obtain all permits, licenses and approvals necessary for the occupancy, use, construction, improvement and/or maintenance of the Project.

To the extent that any and all Taxes, or lienable utilities, permits, fees, assessments and the like, as set forth hereinabove and required to be paid by Tenant are not paid, and the same become charges and/or liens or claims against the fee interest underlying the Leased Premises or liens or claims against the leasehold estate created hereunder, then in such event Landlord shall have the right (but not the obligation) to pay, satisfy and discharge any such obligations of Tenant, upon thirty (30) days prior written notice to Tenant, and Tenant shall remain liable to and be obligated to repay Landlord the amount so advanced, together with interest thereon at the Prime Rate as published from time to time in the Wall Street Journal, or if it ceases to be published, the New York Times, plus two percent (2%) per annum, and payable as Additional Rent due hereunder under the same terms and conditions as set forth hereinabove.

### Section 4. Tenant's Work.

A. Tenant shall cause to be prepared, at Tenant's sole cost and expense, and submitted to Landlord for Landlord's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed), all necessary plans, drawings and specifications (the "Drawings and Specifications") describing the work to be completed by Tenant for the construction of the Project; such Drawings and Specifications to be substantially consistent with the items described in the site plan attached as Exhibit "B" hereto. The Drawings and Specifications, as approved in writing by Landlord, are herein collectively called the "Tenant's Plans." The work described in Tenant's Plans and all other work and improvements to be constructed by Tenant in connection with the Project, is hereinafter collectively called "Tenant's Work" and shall be performed by Tenant or its contractors at Tenant's sole cost and expense. Tenant shall not commence Tenant's Work until Landlord, through its First Selectman or designee, has approved Tenant's Plans in writing. Upon Landlord's approval of Tenant's Plans, Tenant shall commence Tenant's Work and shall diligently proceed, to complete such work and make all improvements to and install in the Leased Premises all fixtures and other equipment which may be necessary or proper in the operation of the Project. All risk of loss in and to the parking areas, lighting (including bases, poles, fixtures and bulbs), fixtures, buildings and any other improvements constructed by Tenant on the Leased Premises shall remain with Tenant, and all damage thereto shall be promptly repaired and restored by Tenant. All of Tenant's contractors constructing or installing Tenant's Work shall maintain in effect comprehensive general liability insurance in scope and amounts reasonably acceptable to Landlord and comparable to that provided by contractors working in the Town on projects of comparable size and scope and shall name Landlord as an additional insured. Tenant shall provide Landlord with written evidence of all contractors' insurance prior to the commencement of Tenant's Work.

B. Tenant's Work shall be performed and completed by Tenant and its contractors in a good and workmanlike manner and in accordance with all applicable permits, authorizations, laws, ordinances, orders, regulations and requirements of all governmental authorities having jurisdiction over the same. Tenant shall cause Tenant's Work to be constructed and installed in accordance with Tenant's Plans; provided, however, that Tenant may make substitutions of materials or components of Tenant's Work of equivalent grade and quality and make modifications to Tenant's Work and/or to Tenant's Plans to the extent reasonably necessary to comply with the terms and provisions of governmental laws, ordinances, rules, regulations and with utility company requirements. Landlord's consent shall not be required for substitution of materials which are of equivalent grade and quality; provided, that Tenant shall provide Landlord with prior written notice of such substitution of materials (including the original specified material and the proposed substitution material of equivalent grade and quality), and Landlord shall have a period of up to seven (7) business days after receipt of such notice to object on the basis that such materials are not of equivalent grade and quality. Upon termination of this Lease, ownership of all of Tenant's Work shall transfer to Landlord and shall remain on the Leased Premises.

<u>Section 5.</u> <u>Use of the Leased Premises</u>. Prior to the completion of the Project, Tenant shall use the Leased Premises only for the construction, operation and management of the Project and for no other use or purpose without Landlord's prior written consent. Upon the completion of the Project, Tenant shall use, and shall cause all occupants thereof to use as well, the Leased Premises only for residential purposes and such incidental activities related to residential use as are permitted by the Town's zoning regulations, as amended from time to time. Tenant also agrees and acknowledges that the foregoing limitations and all other conditions and restrictions contained in this Lease are essential to the fulfillment of the Program and are conditions and restrictions on the use of the Leased Premises intended to run the full term of this Lease.

<u>Section 6.</u> <u>Financing</u>. Tenant shall not mortgage, pledge or encumber the Leased Premises or any portion thereof or interest therein except as previously approved by, in writing, by Landlord, such approval to be on terms and conditions acceptable to Landlord in all respects.

### Section 7. Additional Tenant Obligations. Tenant shall:

A. Not cause or permit any person on the Leased Premises to destroy, deface, damage, impair or remove any part of the Leased Premises or the facilities, lighting, buildings equipment or appurtenances thereto, except as necessary or reasonable in connection with the construction, operation, and management of the Project.

B. Not cause or permit liens of any kind (whether for materials, wages, labor or services) to be placed against the Leased Premises in connection with any work done by or for Tenant. If any such liens are filed, with or without Tenant's knowledge, Tenant shall immediately, at Tenant's sole cost and expense, take whatever action is necessary to cause such liens to be satisfied and discharged. Tenant shall obtain and file appropriate lien waivers and/or subordinations prior to the commencement of any work in the Leased Premises. Nothing herein is intended to prevent Tenant from contesting a lien, provided that Tenant shall diligently and continuously proceed to contest any such lien.

C. Not permit any notice of violation to issue and remain uncorrected from the appropriate regulatory agencies having jurisdiction thereover with regard to the operation of the Leased Premises.

D. Not cause any real harm or create any nuisance, public or private, and shall dispose of any waste in a safe and sanitary manner.

### Section 8. Maintenance and Repairs.

A. Tenant's Maintenance and Repair Obligations. At its sole cost and expense, Tenant shall at all times maintain all improvements installed by or for Tenant on the Leased Premises in a neat, clean and in good order and repair, including all but not limited to all paved surfaces, sidewalks, curbs, gates, booths, lighting (including bases, poles, fixtures and bulbs), equipment, landscaping, and all fixtures, appliances and facilities installed by or for Tenant, and Tenant shall be responsible for all replacement of and/or repairs thereof. Tenant shall keep and maintain the sidewalks and the parking area on the Leased Premises in good condition and free and clear of all snow, ice, and debris to the extent required by law.

Tenant shall maintain, at its sole cost and expense, a facility for the disposal of trash on the Leased Premises. Tenant shall place, maintain, and regularly empty trashcans and receptacles in the parking lot of the Leased Premises. All maintenance, repairs and replacements by Tenant shall be made in a workmanlike manner of a quality comparable to facilities of its type in the Town. Tenant shall keep the Leased Premises secured at all times. Landlord shall not be responsible to keep or maintain or repair or replace any of the improvements, lighting (including bases, poles, fixtures and bulbs), fixtures or equipment constructed or installed by or on behalf of Tenant on the Leased Premises, and Landlord shall be responsible for the maintenance and repair only of items or improvements constructed or placed upon the Leased Premises by or on behalf of Landlord.

B. Failure by Tenant. In the event that Tenant fails to maintain the Leased Premises in good order, condition and repair, Landlord may give written notice to Tenant to perform the work that is reasonably required to remedy the situation. If Tenant fails to commence such work within thirty (30) days following the receipt of notice and fails to diligently prosecute the same to completion, Landlord shall have the right (but shall not be obligated or required) to enter the Leased Premises and to perform such work at the expense of Tenant. Tenant shall reimburse Landlord its reasonable costs and expenses within thirty (30) days following receipt of an invoice from the party completing the work, and such expenses shall be due and payable as Additional Rent hereunder.

C. Emergency Repairs. Notwithstanding the provisions of Section 8.B., whenever emergency repairs are required to preserve the Leased Premises or the safety of persons or property and Tenant fails promptly to effect such repairs, Landlord may undertake such repairs without prior notice to Tenant provided notice to Tenant would not have been practical in light of the then-prevailing emergency situation. Landlord shall give Tenant notice of such emergency repairs promptly after completing them. Tenant shall reimburse Landlord its reasonable costs and expenses within thirty (30) days following receipt of an invoice from the party completing the work, and such expenses shall be due and payable as Additional Rent hereunder.

D. Disclaimer of Liability. Landlord shall not be responsible or liable for any maintenance or repair to the Project unless necessitated by the gross negligence of Landlord, its agents, employees, or contractors. This Lease shall not be affected and there will be no diminution or abatement of Rent or other payments and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any services or utilities in or to the Leased Premises, unless caused by the gross negligence of Landlord, its agents, employees or contractors.

### Section 9. Alterations; Additions; Signs.

A. Except for Tenant's Work, Tenant shall not make any material structural alterations, additions or changes in the Leased Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

All of Tenant's Work, and all additional work performed by Tenant requiring Landlord's approval pursuant to this Section 9, shall be completed at Tenant's cost and in a workmanlike manner in accordance with all governmental laws, orders, regulations, ordinances and permits and, to the extent required, Landlord's approval. Such work shall be carried on by responsible contractors who will, prior to commencement of work, submit proof of insurance coverage, satisfactory to Landlord in its reasonable discretion, naming Landlord as an additional insured.

B. Following completion of Tenant's Work, and any further alterations, additions or improvements by Tenant, Tenant shall furnish Landlord with current plans and specifications reflecting such alterations, additions and improvements, or, in the alternative, with a certification from Tenant and its general contractor that the improvements to the Leased Premises have been constructed substantially in accordance with the final approved Tenant's Plans.

C. Tenant expressly acknowledges and agrees that Landlord does not make and has made no representations or warranties of any kind with regard to the availability of exterior signs for the Leased Premises. With respect to any signs, Tenant shall provide Landlord with written notice as to the type, lighting, design, location and structure of any signs, all of which shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord hereby consents to and approves the type and location of Tenant's exterior signage as shown on Exhibit "C" attached hereto and made a part hereof. Tenant further expressly covenants and agrees that any and all exterior signs, if approved in writing by Landlord, shall be erected and properly maintained by Tenant at Tenant's sole cost and expense, and shall comply with all local, state and federal laws, ordinances and regulations.

<u>Section 10</u>. <u>Condition of Leased Premises</u>. Landlord does not make any representation or warranty, express or implied, of any kind or nature with respect to the Leased Premises or the condition thereof, and Tenant hereby accepts the Leased Premises in its current, "as is" condition.

### Section 11. Insurance; Indemnity.

A. Disclaimer of Liability: Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising solely out of Tenant's construction, maintenance, repair, use, operation of the Project or the condition of the Leased Premises, unless caused by the gross negligence of Landlord, its agents, employees or contractors.

B. Indemnification: Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

(i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance of the Project, Tenant's use of the Leased Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

(ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance of the Project or Tenant's use of the Leased Premises, and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within ninety (90) days following such request (or such longer period of time as shall be reasonably required as long as Tenant is diligently pursuing its discharge or removal or bonding over). B. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors, subcontractors, and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Leased Premises.

C. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

D. Notice, Cooperation and Expenses: Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel, provided that Landlord shall pay counsel fees for any attorney independently engaged by it in the defense of these actions.

If Tenant requests Landlord to assist it in such defense, then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

E. Insurance: During the term of this Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(i) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

(ii) Comprehensive commercial general liability insurance with minimum limits of Two Million Dollars (2,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

(iii) Commercial automobile liability insurance including hired & non-owned automobile liability \$1,000,000 limit.

(iv) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

(v) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

F. Named Insureds: All policies, except for worker's compensation policies, shall name Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their

respective interests may appear as additional insureds on a primary and non-contributory basis and including a waiver of subrogation (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

G. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

H. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain, if available at no additional cost to Tenant, the following endorsement:

"At least sixty (60) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease."

I. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Connecticut or surplus line carriers on the State of Connecticut Insurance Commissioner's approved list of companies qualified to do business in State of Connecticut. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

J. Deductibles: All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

Section 12. Environmental Compliance. Being reviewed by Town risk assessment too

A. Tenant's Environmental Covenants . Tenant agrees that with respect to environmental matters it shall:

- (i) Comply with all Environmental Laws applicable to Tenant relative to the Leased Premises, the Project, and Tenant's use of the Leased Premises; and
- (ii) Provide Landlord with copies of all forms, notices and other information received by or on behalf of Landlord concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or relating to the Leased Premises when and as supplied to any government agency.

B. Landlord's Environmental Covenants . Landlord agrees that with respect to environmental matters it shall:

(i) Be responsible for the removal and/or remediation of any Hazardous Materials on the Leased Premises existing prior to the date of this Lease, unless caused by Tenant or Tenant's subtenants, agents, or employees; and (ii) Provide Tenant with copies of all forms, notices and other information received by or on behalf of Landlord concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or related to the Leased Premises when and as supplied to any governmental agency.

C. Tenant's Environmental Indemnity. Tenant covenants and agrees to indemnify, defend and hold Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Landlord in connection with or arising from:

(i) any Hazardous Materials which are first placed on, in, or under all or any portion of the Leased Premises during the Term as a result of Tenant's activities; or

(ii) any violation of any Environmental Laws by Tenant at or relating to the Leased Premises which is not a condition existing prior to the Commencement Date.

D. Landlord's Environmental Indemnity. Landlord covenants and agrees to indemnify, defend and hold Tenant free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Tenant or an affiliate of Tenant in connection with or arising from:

(i) the existence of any Hazardous Materials on the Leased Premises prior to the Commencement Date (and excluding those first placed on, in or under all or any portion of the Leased Premises during the Term as a result of Tenant's activities); or

(ii) any violation of any Environmental Laws by Landlord at or relating to the Leased Premises which is a condition existing prior to the Commencement Date.

E. Survival. The agreements, representations and warranties of Landlord and Tenant respectively in this Section shall survive the expiration or early termination of this Lease.

F. Definitions. For purposes of this section, the following terms shall have the meanings set forth:

"Environmental Laws" means any present or future federal, state or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 <u>et seq.</u> ("<u>CERCLA</u>"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 <u>et seq.</u> ("<u>CERCLA</u>"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 <u>et seq.</u> ("<u>TOSCA</u>"); the Clean Air Act, 42 U.S.C. Section 7401 <u>et seq.</u>; and the Clean Water Act, 33 U.S.C. Section 1251 <u>et seq.</u> and any so-called "Superfund" or "Superlien" law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 <u>et seq.</u> ("<u>OSHA</u>"), as each is from time to time amended and hereafter in effect.

"Hazardous Materials" means:

(a) "hazardous substances" as defined by CERCLA;

(b) "hazardous wastes," as defined by RCRA;

(c) any hazardous, dangerous or toxic chemical, waste, pollutant, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;

(d) petroleum crude oil or fraction thereof;

(e) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 <u>et seq</u>. and amendments thereto and reauthorizations thereof;

(f) asbestos-containing materials in any form or condition; or

(g) polychlorinated biphenyls in any form or condition.

#### Section 13. Casualty.

If the Leased Premises (or any part thereof) shall be damaged or destroyed by fire or other casualty, Tenant shall as soon as reasonably practicable commence and repair and/or rebuild the same to a condition comparable to that which existed prior to such fire or other casualty, with reasonable diligence. Notwithstanding the foregoing, in the event a leasehold mortgage lender having a mortgage on the Leased Premises requires insurance proceeds to be otherwise applied or distributed, this provision shall not apply.

<u>Section 14</u>. <u>Assignment; Subletting</u>. Except as expressly permitted under this Lease, Tenant shall not assign, sublease, sell or otherwise convey, pledge, transfer, mortgage or hypothecate any of Tenant's rights under this Lease without the prior written consent of Landlord. Tenant acknowledges and agrees that Landlord shall have the broad and full discretion to withhold such consent in order to further the mutual purposes and goals set forth herein, including, but not limited to, those of the Program. Notwithstanding the foregoing, with the prior approval of Landlord, this Lease may be assigned to parties previously approved by Landlord (a "Permitted Assignee"). Such Permitted Assignee, together with Tenant (and any approved successor in interest to Tenant, as applicable) shall be required to execute a certain Lease Assignment, Assumption and Modification Agreement, in the form attached hereto as Exhibit C.

Section 15. Representations and warranties.

A. Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant that:

(i) Landlord owns fee simple, good and marketable title to the Leased Premises, free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, occupancies or agreements and other matters affecting title ("<u>Permitted Encumbrances</u>") listed on <u>Exhibit D</u>, which Permitted Encumbrances shall include a certain Declaration of Covenants, Conditions and Restrictions, the form of which is attached hereto as <u>Exhibit E</u>.

(ii) Landlord has full right, power and authority to make, execute, deliver and perform its obligations under this Lease. Landlord has obtained and received all required and necessary

consents and approvals to enter into this Lease with Tenant. The entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which Landlord is a party or by which it is bound.

(iii) There are no tenants, lessees or other occupants of the Leased Premises having any right or claim to possession or use of the Leased Premises.

(iv) There are no unpaid special assessments of which Landlord has received notice for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Leased Premises.

(v) Landlord is not obligated under any contract, lease or agreement, oral or written, with respect to the ownership, use, operation, management, maintenance, lease, sale or financing of the Leased Premises.

(vi) No representation, statement or warranty by Landlord contained in this Lease or in any exhibit attached hereto contains or will contain any untrue statement or omits a material fact necessary to make the statement of fact therein recited not misleading.

(vii) To the best of Landlord's knowledge, there is no action, suit, litigation or proceeding pending or, to Landlord's knowledge, threatened against Landlord which could prevent or impair Landlord's entry into this Lease and/or performance of its obligations hereunder.

(viii) Landlord has not received any written notice from any governmental authority claiming any violation of any Environmental Laws and Landlord is not aware of any Hazardous Materials located on or under the Leased Premises. For these purposes, the terms "<u>Hazardous Materials</u>" and "<u>Environmental Laws</u>" have the meanings set forth in Section 12.F. of this Lease.

(ix) The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.

B. Tenant's Representations and Warranties. Tenant hereby warrants and represents to Landlord that:

(i) Tenant is a duly organized, lawfully existing nonstock corporation and Tenant is in existence under the laws of the State of Connecticut.

(ii) Tenant has the full right, power and authority to make, execute, deliver and perform its obligations under this Lease.

(iii) Tenant's execution and delivery of this Lease has been authorized by all requisite company action on the part of Tenant and its constituent parts, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.

(iv) There is no action, suit, litigation or proceeding pending or, to Tenant's knowledge, threatened against Tenant or any Tenant affiliate which could prevent or impair Tenant's entry into this Lease and/or performance of its obligations hereunder.

(v) The persons signing this Lease on behalf of Tenant are duly and validly authorized to do so.

#### Section 16. Tenant's Default.

A. Events of Default. Any one or more of the following shall constitute an "Event of Default" under this Lease:

(i) Failure by Tenant to pay any installment of Additional Rent or any other sum provided for under this Lease when due where such failure continues for a period of thirty (30) days after written notice from Landlord; provided, however, that Landlord shall not be required to give written notice hereunder more than three times in any twelve-month period.

(ii) Failure by Tenant to perform or observe any other covenant or condition contained in this Lease which failure shall continue for a period of thirty (30) days after delivery of written notice of such failure by Landlord to Tenant; provided, however, that if Tenant's obligation is of such nature that more than thirty (30) days is required for its performance, then Tenant shall not be deemed to be in default hereunder if Tenant shall commence such performance within said thirty (30) day period and shall thereafter proceed diligently to prosecute the same to completion.

(ii) Failure by Tenant to pay or reimburse any of Landlord's expenses required to be paid or reimbursed by Tenant pursuant to this Lease after receiving written notice of such failure from Landlord and failing to cure such default by the making of payment within thirty (30) days after the date of receipt of such notice.

(iv) The occurrence of a default under the Development Agreement.

B. Lease Termination. In the event that Tenant commits or allows an Event of Default to occur, Landlord may terminate this Lease, subject to applicable notice and cure periods. Tenant shall, however, immediately thereupon surrender quiet and peaceable possession of the Leased Premises to Landlord. Landlord may also assert and exercise any other rights and remedies herein set forth on behalf of Landlord or available at law or in equity. All of Landlord's remedies herein set forth (or provided by law or in equity) shall be cumulative and not exclusive.

<u>Section 17</u>. <u>Quiet Enjoyment</u>. Landlord represents and warrants that so long as Tenant shall perform all of Tenant's covenants and obligations hereunder, Tenant shall have and enjoy quiet and peaceable possession of the Leased Premises without hindrance by Landlord or others claiming by, through or under Landlord.

Section 18. Subordination; Estoppel.

A. Landlord shall have no right to subject the Leased Premises to a fee mortgage. In the event a mortgage in the fee interest is deemed to attach to the Leased Premises, any such mortgage shall automatically be subordinate to this Lease and to the estate hereby created, and to current and future mortgages placed on the Leased Premises by Tenant, its successors or assigns.

B. Each party agrees, at any time and from time to time, as requested by the other party, upon not less than ten (10) days' prior notice, to execute and deliver to the other a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the fixed rent and additional rent (including reimbursements) have been paid, and stating whether or not, to the best

knowledge of the signer, the other party is in default in performance of any of its obligations under this lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

<u>Section 19</u>. <u>Waiver of Non-Performance</u>. Failure of either party to exercise any of its rights hereunder upon any defective performance or non-performance by the other party of any condition, covenant or provision herein contained shall not be construed as a waiver thereof, nor shall any waiver of such defective performance or non-performance of any such condition, covenant or provision by such party be construed as a waiver of the rights of that party as to any subsequent defective performance or nonperformance by the other party hereunder.

<u>Section 20</u>. <u>Entire Contract</u>. This Lease constitutes the entire agreement between the parties hereto with respect to the Leased Premises and there are no understandings, promises, representations or warranties, oral or written, relating to this Lease that exist or bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns, except as set forth herein. No amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

<u>Section 21.</u> <u>Applicable Law</u>. It is mutually understood and agreed that this Lease shall be interpreted in accordance with the laws of the State of Connecticut, without regard to principles of conflict of laws, and further, the parties agree that no presumption shall be deemed to exist in favor of or against either party hereto as a result of the preparation or negotiation of this Lease.

<u>Section 22</u>. <u>Severability</u>. If any particular term, covenant or provision of this Lease shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Lease, which shall nevertheless remain in full force and effect.

Section 23. Waiver and Release of Claims. Landlord and Landlord's agents, consultants, representatives, partners, servants and employees shall not be liable for, and Tenant hereby releases and relieves Landlord, its agents, consultants, representatives, partners, servants and employees from all liability in connection with, any and all loss of life, personal injury, damage to or loss of property, or loss or interruption of business occurring to Tenant, its agents, consultants, representatives, servants, employees, invitees, licensees, visitors, or any other person, firm, corporation or entity, in or about or arising out of, in or upon the Leased Premises.

<u>Section 24</u>. <u>Exoneration</u>. It is covenanted and agreed that no personal liability or responsibility is assumed by nor shall any such liability or responsibility at any time be asserted or enforceable against Landlord or any Town official of Landlord, or any Town employees, agents or attorneys, or the successors or assigns of the foregoing, on account of any covenant, undertaking or agreement in this Lease contained, all such personal liability and responsibility, if any, being expressly waived and released, it being understood that Tenant shall look solely to the equity of Landlord in the Leased Premises for satisfaction of any proven damage of Tenant in the event of a breach by Landlord hereunder.

Section 25. Unavoidable Delay. If either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Lease, the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

<u>Section 26.</u> <u>Surrender</u>. On the last day of the term of this Lease or upon any earlier termination of this lease, Tenant shall quit and surrender the Leased Premises to Landlord in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this lease, and Tenant shall remove all of Tenant's property therefrom except as otherwise expressly provided in this lease. Tenant shall not be obligated, at or before quitting and surrendering the Leased Premises, to restore the Leased Premises or any part thereof to the state or condition of the Leased Premises or of any such part existing at any time prior to the commencement of this lease, except to effect such removals and repairs as Tenant is obligated to perform pursuant to the provisions of this Lease, which obligations shall survive the expiration or earlier termination of this lease.

<u>Section 27</u> <u>Memorandum of Lease</u>. Tenant or Landlord may record a Memorandum of this Lease outlining the length of the Term and any other terms of this Lease and being in form and substance acceptable to each party in its reasonable discretion. Notwithstanding the foregoing, the parties hereby agree that an original, fully executed Lease shall be recorded in its entirety on the Fairfield Land records.

<u>Section 28</u>. <u>No Merger</u>. Fee title to the land owned in fee by Landlord (the "Land") and which comprises the Leased Premises and the leasehold estate of Tenant therein shall not merge by operation of law but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by any single owner. Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or Tenant's estate created hereunder with the fee estate of the Land or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (x) this Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate, and (y) the fee estate in the Land or any part thereof or any interest in (1) this Lease or Tenant's estate created hereunder, and (2) the fee estate in the Land or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.

<u>Section 29</u>. <u>Right of Entry/Inspection</u>. Landlord expressly reserves and shall have the right by its employees, agents and contractors after prior written notice to Tenant (except in the event of an emergency, in which case prior written notice shall not be required), to enter into and upon the Leased Premises during normal business hours for the purpose of inspecting same.

Section 30. Compliance With Laws and Ordinances. Tenant agrees that it will, at its sole cost and expense, promptly fulfill and comply with all laws, ordinances, regulations and requirements of the city, county, state and federal governments and any and all departments thereof having jurisdiction over the Leased Premises and/or Tenant's use or operation thereof.

<u>Section 31</u>. <u>Waiver of Trial by Jury</u>. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do waive trial by jury (unless such waiver would preclude a right to counterclaim) in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damages) on any matters whatsoever arising out of or in any way connected with this Lease.

<u>Section 32</u>. <u>Notices</u>. All notices, requests, demands and other communications required or permitted under this Lease (each, a "Notice") shall be in writing, signed by or on behalf of the party giving Notice and shall be deemed to have been given as follows: (a) if personally delivered: on the date of actual delivery to Landlord or to Tenant or any person in charge of Tenant's office in the Leased Premises; or (b) if mailed or delivered by overnight courier: on the date upon which any Notice shall have been received as shown by certified or registered return (or overnight delivery company) receipts. The following addresses shall be used for the foregoing purposes:

### To Landlord:

Town of Fairfield Independence Hall 725 Old Post Road Fairfield, CT 06430 Attention: Brenda L. Kupchick First Selectwoman

With a copy to:

James T. Baldwin, Esq. Town Attorney Coles, Baldwin, Kaiser & Creager LLC 1 Eliot Place, 3<sup>rd</sup> Floor Fairfield, CT 06824

To Tenant:

Habitat for Humanity of Coastal Fairfield County, Inc. 1542 Barnum Avenue Bridgeport, CT 06610 Attn: Carolyn Vermont Kevin Moore

With a copy to:

Jackson Law Group CT, LLC 2 Corporate Drive, Suite 238 Shelton, CT 06484 Attn: Bruce Jackson, Esq. (bdj@jlgct.com)

provided, however, that either party hereto may change its address for such purposes from time to time by giving written Notice of such changed address to the other party.

If Notice is given by certified or registered mail and the same is returned by the U.S. Postal Service marked "Refused" or "Unclaimed", service shall be deemed to have been given on the first business day following the date of mailing the same.

Section 33. Declaration of Duplex Owners' Agreement. By no later than any assignment and assumption of this Lease by any Permitted Assignee, the form of Declaration of Duplex Owners' Agreement attached hereto as Exhibit F shall be filed by Landlord regarding the responsibilities and obligations of any such Permitted Assignee concerning its interests in and acquisition of a dwelling unit contained within any duplex to be located on the Demised Premises or any part thereof.

<u>Section 34</u>. <u>Headings</u>. The Headings in this Lease are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Lease or any provision hereof.

<u>Section 35</u>. <u>Binding Effect</u>. After this Lease shall have been fully signed by all parties and delivered by Landlord to Tenant, the same shall be binding upon the said parties and upon their respective heirs, executors, administrators, successors and assigns.

Section 36. Exhibits and Schedules. All schedules and exhibits attached to this Lease shall be incorporated herein as if set forth in full, including, without limitation, the following:

EXHIBIT A	LEGAL DESCRIPTION OF LEASED PREMISES
EXHIBIT B	DESCRIPTION OF TENANT'S WORK
EXHIBIT C	FORM OF LEASE ASSIGNMENT, ASSUMPTION AND MODIFICATION
	AGREEMENT
EXHIBIT D	PERMITTED ENCUMBRANCES
EXHIBIT E	FORM OF DECLARATION OF COVENANTS, CONDITIONS AND
	RESTRICTIONS
EXHIBIT F	FORM OF DECLARATION OF DUPLEX OWNERS' AGREEMENT

### [SIGNATURE PAGE FOLLOWS]

WITNESS the due execution of this Lease by duly qualified and authorized representatives of each party, in duplicate originals, as of the day and year first above written.

WITNESSES:

### LANDLORD:

### TOWN OF FAIRFIELD

By:\_\_\_\_\_\_ Name: Brenda L. Kupchick Title: First Selectwoman

### **TENANT:**

# HABITAT FOR HUMANITY OF COASTAL FAIRFIELD COUNTY, INC.

By:	
Name:	
Title:	, duly authorized

# STATE OF CONNECTICUT ) ) ss.

### COUNTY OF FAIRFIELD )

On this the \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared Brenda L. Kupchick, who acknowledged herself to be the First Selectwoman of the Town of Fairfield, a municipal corporation, and she, as such public official, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the Town of Fairfield by herself as First Selectwoman.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court Notary Public My Commission Expires:

## STATE OF CONNECTICUT ) ) ss. COUNTY OF [\_\_\_\_] )

On this the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged herself/himself to be the \_\_\_\_\_\_ of Habitat for Humanity of Coastal Fairfield County, Inc., a Connecticut nonstock corporation, and that she/he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as such \_\_\_\_\_.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court Notary Public My Commission Expires:

### EXHIBIT A

# LEGAL DESCRIPTION OF LEASED PREMISES

### EXHIBIT B

### TENANT WORK

Tenant shall have the obligation to construct, operate, and maintain on the Leased Premises two (2) residential duplexes, within each duplex shall be two (2) affordable housing family units (for a total, therefore, of four (4) units and families) and otherwise comply with the terms and conditions of the Development Agreement, a copy of which is available, upon request, during normal business hours of the Landlord.

### EXHIBIT C

ATTACH FORM OF LEASE ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT

### EXHIBIT D

### PERMITTED ENCUMBRANCES

1. Declaration of Covenants, Conditions and Restrictions, recorded immediately prior to the recordation of this Ground Lease.

## EXHIBIT E

# ATTACH FORM OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

### EXHIBIT F

# ATTACH FORM OF DECLARATION OF DUPLEX OWNERS' AGREEMENT

### Upon recording, please return to:

Hoopes Morganthaler Rausch & Scaramozza LLC 185 Asylum Street CityPlace II/15<sup>th</sup> Floor Hartford, CT 06103

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions ("Declaration"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the Town of Fairfield, hereinafter referred to as "Declarant".

#### WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in the Town of Fairfield, more fully described on <u>Schedule A</u> attached hereto (the "Property");

WHEREAS, the Declarant shall enter into a certain Ground Lease Agreement with the Habitat For Humanity of Coastal Fairfield County, Inc. (the "Tenant"), pursuant to which the Tenant shall be granted the right to occupy the Property and construct certain improvements thereon in accordance with said Ground Lease Agreement; and

WHEREAS, the Declarant, through its Board of Selectpersons, is interested in providing affordable housing for persons of low and moderate income (the "Program"), with the aims and goals of the Program being best served by encouraging owner/occupancy of certain units to be constructed upon the Property (individually, a "Unit" and collectively the "Units") and to comprise the work to be performed by the Tenant in accordance with terms and conditions of the Ground Lease Agreement (the "Ground Lease").

**NOW, THEREFORE**, Declarant hereby declares that the Property shall be held and leased and any Units to be initially conveyed by the Tenant (and as may be thereafter conveyed) to qualified and pre-approved third parties (individually a "Unit Owner" and collectively, the "Unit Owners") subject to the following easements, restrictions, covenants and conditions which are to further the purpose of maintaining the Property as affordable Owner-occupied housing for low and moderate income households and which shall run with the Property and be binding on all parties having any right, title or interest whatsoever or howsoever to the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of and bind all Unit Owners (regardless of the number of persons who are titleholders to any Unit or Units) thereof.

### 1. USE AND OCCUPANCY

#### 1.1 RESIDENTIAL USE ONLY

The Property and any Unit constructed thereon shall be used for residential purposes only and shall not be used for any commercial purpose, regardless of the fact that such purpose may be permitted under the Fairfield Zoning regulations, as may be amended from time to time.

#### **1.2 OCCUPANCY**

Any Unit Owner must occupy the Unit as the Unit Owner's principal residence. Such occupancy shall commence not later than ninety (90) days after the Unit Owner's closing on the purchase of

the Unit. The Unit Owner may not lease or sublease the Unit or any portion thereof to any other person, nor take in boarders or paying guests. Violation of this covenant shall give Declarant a right to repurchase the Unit from the Unit at the Unit Owner's Original Purchase Price (as defined below), without any adjustment, provided that the price will not be lower than the amount due to any Permitted Mortgagee (as hereinafter defined), if any, of the Unit Owner at the time of repurchase.

#### **1.3 PERMITTED CAPITAL IMPROVEMENTS**

The Unit Owner shall make no improvements which are not Permitted Capital Improvements (as defined below) to the Unit. For purposes of this Declaration, Permitted Capital Improvements means permanent, fixed and non-cosmetic improvements to the Unit which have been made with the prior written approval of the Declarant and which are undertaken with all necessary permits and approvals having been obtained prior to any construction. The amount attributable to such improvements must be demonstrated by the Unit Owner through documentation verifiable by, and acceptable in all respects, to the Declarant. The cost of Permitted Capital Improvements may not exceed 10% of the Original Purchase Price of the Unit during the first five (5) years of Unit Owner's ownership of the Unit. For each five-year period of such ownership thereafter the Unit Owner is entitled to a new allowance for Permitted Capital Improvements equal to 10% of the Original Purchase Price. Permitted Capital Improvements and the end of that period. Landscaping and other ordinary maintenance and repair may be undertaken by the Unit Owner but shall not constitute Permitted Capital Improvements.

#### 2. RESTRICTIONS ON RESALE

2.1 TRANSFER TO LOW- OR MODERATE-INCOME HOUSEHOLDS: Upon compliance with the provisions of 2.3 and 2.5 below, a Unit Owner may only sell, transfer, or otherwise dispose of the Unit to a person or persons who are members of a low- or moderate-income household, as defined herein. Unit Owner shall not, in any event, make such sale, transfer or other disposition directly to any other person or entity without following the procedure set forth below, except in the case of a sale, transfer or other disposition to a first mortgagee, whose name and address have been provided to Declarant, in writing, along with a copy of the executed mortgage deed that has or shall be recorded upon the Fairfield Land Records (a "Permitted Mortgagee") in lieu of foreclosure.

2.2 DEFINITION OF LOW- AND MODERATE-INCOME HOUSEHOLDS: Low- and moderate-income households shall mean households consisting of two or more persons whose combined adjusted gross income is no more than 60% of the Area Median Income ("AMI") as published by the United States Department of Housing and Urban Development ("HUD") or such other criteria for low- and moderate-income households as may be established by the Declarant from time to time. The final determination of whether a particular Unit/household is a low- or moderate-income household will be made by the Declarant.

2.3 NOTICE TO DECLARANT: Except in the case of a sale, transfer or other disposition to a Permitted Mortgagee in lieu of foreclosure, in the event the Owner contemplates sale, transfer or disposition of the Unit to a third party, then:

(a) Unit Owner shall give Declarant written notice that such Unit will be offered for sale to a low- or moderate-income household as defined in this Declaration, which notice

shall contain a detailed listing of the terms and conditions of such intended sale. Within thirty (30) days of the Declarant's receipt of such notice, Declarant shall:

- (i) determine the Maximum Resale Price (as defined below); and
- (ii) notify the Unit Owner whether the Declarant intends to exercise its right of first refusal; and
- (iii) if the Declarant waives its right of first refusal, notify the Unit Owner that Unit Owner is free to sell the Unit on the open market (a) to any party who qualifies as a low- or moderate-income household as defined in this document, (b) at a price not to exceed the then applicable Maximum Resale Price; subject to all the terms and conditions of this Declaration. *If* (without any obligation to do so) the Declarant maintains a list of interested qualified low- and moderate-income households, Declarant may inform the persons on such list that a Unit is for sale.

2.4 DECLARANT'S RIGHT OF FIRST REFUSAL: Upon notice in accordance with Section 2.3, the Declarant shall have a right of first refusal to purchase the Unit Owner's Unit at a price not to exceed the Maximum Resale Price. Upon any exercise of such right, the Declarant shall purchase the Unit no later than one hundred twenty (120) days of its notice to the Unit Owner of its decision to exercise such right.

2.5 WAIVER OF RIGHT OF FIRST REFUSAL: Declarant shall notify the Unit Owner of the Declarant's waiver of its right of first refusal or its intention to purchase within thirty (30) days after receiving notice in accordance with Section 2.3, unless the Declarant is unable to get any necessary approval from a Town body in which case the time for response will be extended until the body takes action, or its right will expire. If the Declarant does not exercise its right of first refusal within said thirty (30) days or such additional time as it requires to obtain an approval, it must provide the Unit Owner with a certificate in recordable form stating that the Declarant has waived its right of first refusal. Such certificate shall be recorded at the same time as the deed to the subsequent Unit Owner.

2.6 DETERMINATION OF MAXIMUM RESALE PRICE

Whenever the Unit Owner desires to sell the Unit, the Unit Owner shall notify the Declarant in accordance with Section 2.3, of this Declaration. Upon receiving such notice, the Declarant shall establish the Maximum Resale Price for the Property. The initial Maximum Resale Price shall be equal to the Unit Owner's original purchase price (the "Original Purchase Price") for the Unit.

(a) When the Unit is sold, the Original Purchase Price shall be adjusted in the following manner:

(i) By calculating the increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the New York, Northern New Jersey, Long Island metropolitan area for housing related items from the month and year of the Unit Owner's date of purchase of the Unit to the month and year in which the Unit Owner gives notice of intent to sell, and by adding to that

(ii) The cost of Permitted Capital Improvements.

(b) Notwithstanding anything contained in this Declaration, the Maximum Resale Price may never be reduced to an amount which is lower than (i) the Original Purchase Price or (ii) the amount of the first mortgage of any Permitted Mortgagee on the Unit at the time of adjustment, whichever shall be higher.

2.7 TRANSFER TO UNIT OWNER'S HEIRS: If a Unit Owner dies and there is a surviving co-Unit Owner previously approved by the Declarant, the co-Unit Owner may take sole title to the Unit with no need to obtain approval from the Declarant but must notify the Declarant within thirty (30) days after the transfer. Upon receipt of notice from the executor, administrator or authorized fiduciary of the decedent Unit Owner's estate within ninety (90) days of the death of the Unit Owner (or the last surviving co-Unit Owner of the Unit) Declarant shall agree to the transfer of the Unit to the Unit Owner's heirs, beneficiaries or specific devisee if such person or persons are not minors, and are qualified as a low or moderate income household as determined by the Declarant in accordance with Section 2.2 hereof. In addition, such person or persons shall each make a written statement under oath and in recordable form that such person or persons will be bound by this Declaration and will occupy the Unit as the person's or persons' principal residence. The Declarant shall have no right of first refusal and no new Maximum Resale Price shall be established. In the event that there is no qualified heir or specific devisee or that no qualified heir or specific devisee is willing or able to make the sworn statement just prescribed, the Maximum Resale Price shall be determined by Declarant and the Unit shall be sold for the benefit of the Unit Owner's estate under the same terms and conditions as other sales.

2.8 TRANSFER TO A CO-OWNER BY GIFT OR SALE: In the event that one co-Owner wishes to transfer the Unit to another previously approved co-Unit Owner by gift, the co-Unit Owner may take sole title to the Unit with no need to obtain approval from the Declarant but must notify Declarant within thirty (30) days after the transfer. The Declarant shall have no right of first refusal and no new Maximum Resale Price shall be established. In the event that the co-Unit Owner wishes to transfer the Unit to another previously approved co-Unit Owner by sale, the selling co-Unit Owner will give notice to the Declarant as provided in Section 2.3 and the Declarant will determine the Maximum Resale Price. The Declarant shall have no right of first refusal. The selling co-Unit Owner shall give the Declarant notice of the actual sale price which will become the new Maximum Resale Price.

2.9 WAIVER OF RESALE AND OCCUPANCY RESTRICTIONS IN THE CASE OF FORECLOSURE: Notwithstanding any provision in this document to the contrary, Article 2 and Article 1, Section 1.2 shall terminate and have no further force and effect upon the occurrence of one of the following events until the Unit is resold at which time all requirements of these Declarations shall again be applicable:

- (a) Title to Owner's Unit and any, if any, so called "equity of redemption" is acquired by a Permitted Mortgagee, HUD, or another party upon foreclosure of a mortgage insured by HUD, or by any other mortgage insurer.
- (b) Title to Owner's Unit and equity of redemption is acquired by a Permitted Mortgagee or HUD by deed or assignment in lieu of foreclosure of a HUD insured mortgage, or a mortgage insured by any other mortgage insurer.
- (c) A mortgage insured by HUD, or any other mortgage insurer is assigned to HUD.

#### 3. MISCELLANEOUS

- (a) The invalidity of any clause, part, or provision or term of this Declaration shall not affect the validity of the remaining portions hereof.
- (b) This Declaration shall be governed by the laws of the State of Connecticut.
- (c) Failure of the Declarant to exercise any of its rights hereunder relevant to a Unit Owner or any party's violation of the terms and conditions of this Declaration shall not be construed as a waiver of the rights of the Declarant, nor shall any waiver of any such violation be construed as a waiver of such rights of the Declarant as to any subsequent or future violation or violations.

WITNESS:

#### TOWN OF FAIRFIELD, DECLARANT

By: Brenda L. Kupchick First Selectwoman

#### **STATE OF CONNECTICUT** )

) ss. )

#### COUNTY OF FAIRFIELD

On this the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared Brenda L. Kupchick, who acknowledged herself to be the First Selectwoman of the Town of Fairfield, a municipal corporation, and she, as such public official, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the Town of Fairfield by herself as First Selectwoman.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court Notary Public My Commission Expires: Schedule A

Upon recording, please return to:

#### LEASE ASSIGNMENT, ASSUMPTION AND MODIFICATION AGREEMENT

 THIS
 ASSIGNMENT,
 ASSUMPTION
 AND
 MODIFICATION
 AGREEMENT

 ("Agreement") made as of \_\_\_\_\_\_\_, 202[\_] by \_\_\_\_\_\_\_of \_\_\_\_\_
 \_\_\_\_\_\_\_of \_\_\_\_\_\_\_
 \_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_

 (individually and collectively, as applicable, "Assignee"), HABITAT FOR HUMANITY OF COASTAL
 FAIRFIELD COUNTY, INC. ("Lessee") and TOWN OF FAIRFIELD ("Lessor").

#### WITNESSETH:

WHEREAS, by Ground Lease Agreement dated \_\_\_\_\_\_, 2023 and recorded in Volume \_\_\_\_at Page \_\_\_\_of the Fairfield Land Records (the "Lease"), Lessee leased from Lessor the premises described in the Lease, being located at 244 Greenfield Street, Fairfield, Connecticut (the "Leased Premises"); and

WHEREAS, Lessee now desires to grant, transfer and assign to Assignee, its successors and assigns, all of Lessee's right, title and interest in and to the Lease and the Leased Premises, all subject to the specific obligations, terms, and provisions contained in the Lease, as modified hereby, and Assignee desires to affirmatively assume the Lease, together with all the rights and obligations therein or herein specified, and Lessor desires to consent to such assignment and assumption and to the release of Lessee as provided herein.

**NOW THERFORE**, to effect the aforementioned assignment, assumption, modification, consent and release, the parties, for good and valuable consideration received to their satisfaction and in consideration of the covenants hereinafter contained, agree as follows:

1. Lessee hereby grants, transfers and assigns to Assignee, its successors and assigns all of Lessee's right, title and interest in and to the Lease and the Leased Premises, subject to all the obligations, terms and provisions contained in the Lease, and further subject to the modifications herein provided.

2. Assignee hereby assumes all of Lessee's right, title and interest in and to the Lease and the Leased Premises, subject to all the obligations, terms and provisions contained in the Lease, as modified hereby, and which Assignee hereby expressly assumes; provided, however, that Assignee does not assume, and Lessee shall discharge, perform and pay, any obligation or liability under the Lease to the extent the discharge, performance or payment thereof was due on or prior to the date hereof or to the extent the obligation or liability arises out of occurrences, events, activities, acts or omissions taking place on or prior to the date hereof; and provided, further, that Lessor shall not look to Assignee for the discharge, performance or payment of any obligation or liability under the Lease to the extent the discharge, performance or payment thereof was due on or prior to the date hereof or to the discharge, performance or payment of any obligation or liability under the Lease to the extent the discharge, performance or payment thereof was due on or prior to the date hereof or to the discharge, performance or payment of any obligation or liability under the Lease to the extent the discharge, performance or payment thereof was due on or prior to the date hereof or to the extent the discharge, performance or payment thereof was due on or prior to the date hereof or to the extent the discharge, performance or payment thereof was due on or prior to the date hereof or to the extent the obligation or liability arises out of occurrences, events, activities, acts or omissions taking place on or prior to the date hereof.

3. Lessor hereby consents to the assignment of all of Lessee's right, title and interest in and to the Lease and the Leased Premises and Assignee's assumption thereof.

4. Assignee and Lessor hereby ratify and confirm all the terms, covenants and conditions of the Lease and acknowledge that the Lease (a) is presently in full force and effect and not in default by either party (b) is a valid, binding and enforceable obligation of Assignee and Lessor and (c) will continue in full

1

force and effect between Lessor and Assignee after the date hereof until terminated in accordance with the provisions thereof.

5. Lessee hereby represents and warrants to Assignee that there is no breach or default under the Lease by Lessee or Lessor and that nothing has occurred which with the lapse of time or the giving or notice or both would constitute a breach or default by Lessee or Lessor thereunder or which would cause acceleration of any obligation of Lessee thereunder.

6. Lessor hereby represents and warrants to Assignee that attached hereto as <u>Exhibit A</u> is true, correct and complete copy of the Lease and any prior amendments and/or modifications thereof.

7. Lessee does hereby agree to defend, indemnify and hold harmless Assignee from and against all losses, liability, costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgements, claims and demands of every kind and character which Assignee, its officers, directors, shareholders, successors and assigns may hereafter incur, suffer or be required to pay arising out of, based upon, or by reason of: (a) occurrences, events, activities, (whether on or off the Leased Premises and whether or not related to the performance by Lessor or Lessee of their obligation sunder the Lease) taking place on or prior to the date hereof; (b) Lessee's failure to perform its obligation under the Lease as herein modified; or (c) Lessee's failure to perform its obligations under this Assignment and Assumption of Lessee's Interest in Lease.

8. Assignee does hereby agree to defend, indemnify and hold harmless Lessee from and against all losses, liabilities, costs including, without limitation, reasonable attorney's fees, expenses, penalties, judgements, claims and demands and the like of every kind and character which Lessee, its officers, directors, shareholders, successors and assigns, may hereafter incur, suffer or be required to pay, arising out of, based upon, or by reason of: (a) occurrences, events activities, acts or omissions (whether on or off the Leased Premises and whether or not related to the performance by Lessor or Assignee of their obligations under Lease) taking place after the date thereof; (b) Assignee's failure to perform its obligations under the Sasignment and Assumption of Lessee's Interest in Lease.

9. The Lease is hereby modified as follows:

- (i) The Leased Premises is hereby amended as set forth on <u>Exhibit B</u>, such that the Assignee rights and obligations under the Lease shall apply to the Leased Premises described on <u>Exhibit B</u> and references in the Lease to the "Leased Premises" shall hereafter mean and refer to said Leased Premises as modified hereby.
- (ii) Any and all references to the "Project" and/or "Tenant's Work" previously performed by Lessee are hereby acknowledged as having been satisfied and completed in accordance with the Lease.
- (iii) Section 3 is hereby modified insofar that Assignee shall its pro rata share of all Additional Rent, consisting of fifty percent (50%) of such Additional Rent.
- (iv) Section 5 is hereby amended to read as follows: "Tenant shall use the Leased Premises for only its primary residential purposes and in accordance with the Declaration of Covenants, Conditions and Restrictions dated [\_\_\_\_\_, 202\_] and recorded in Volume \_\_\_ at Page \_\_\_ of the Fairfield Land Records (the "Land Records").
- (v) In addition, the maintenance and repair responsibilities set forth in Section 8, Assignee hereby acknowledges its receipt of and/or having read a copy of the Declaration of Duplex Owners' Agreement, dated [\_\_\_\_\_\_\_, 202\_] and recorded in Volume \_\_ at Page \_\_ of the Land Records.

- (vi) Section 11 (E) is hereby modified as follows:
- (vii) Section 32 is hereby amended to provide that any notices therein required to be sent to the "Tenant" shall be sent to: \_\_\_\_\_, at \_\_\_\_\_, Fairfield, Connecticut 06 .

10.

This Agreement shall be governed by the laws of the State of Connecticut, and shall binding on the respective parties' successors and assigns, and heirs, administrators and beneficiaries. The invalidity of any clause, part, or provision or term of this Agreement shall not affect the validity of the remaining provisions of this Agreement. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank-signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

WITNESSES:	ASSIGNEE:
	ASSIGNOR/LESSEE:
	HABITAT FOR HUMANITY OF COASTAL FAIRFIELD COUNTY, INC.
	By:
	LESSOR:
	TOWN OF FAIRFIELD
	Ву:

STATE OF	)		
COUNTY OF	) SS )		, 202
On this signer and sealer of the before me.	day of ne foregoing instrument,	, 202[], personally appea who acknowledged the same	to be his/her free act and deed
		Commissioner of t Notary Public	he Superior Court
		My Commission E	Expires on:
STATE OF			

) SS. COUNTY OF , 202\_\_\_ On this \_\_\_\_\_ day of \_\_\_\_\_\_, 202[\_\_], personally appeared \_\_\_\_\_\_, signer and sealer of the foregoing instrument, who acknowledged the same to be his/her free act and deed before me.

> Commissioner of the Superior Court Notary Public My Commission Expires on:

> > \_\_\_\_\_, 202

STATE OF \_\_\_\_\_

) SS. COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_\_, 20[\_\_], personally appeared \_\_\_\_\_\_, signer and sealer of the foregoing instrument, who acknowledged the same to be his/her free act and deed before me.

> Commissioner of the Superior Court Notary Public My Commission Expires on:

### EXHIBIT A

Attach copy of Ground Lease Agreement and any prior modifications and amendments to same

### EXHIBIT B

Attach legal description of Leased Premises, as modified

Upon recording, please return to:

#### **DECLARATION OF DUPLEX OWNERS' AGREEMENT**

This **DECLARATION OF DUPLEX OWNERS' AGREEMENT** ("Declaration") is hereby created and established by the Town of Fairfield, hereinafter referred to as the "Declarant".

#### WITNESSETH

**WHEREAS**, the Declarant is the owner of certain real property in the Town of Fairfield which property is more particularly described in <u>Schedule A</u> attached hereto ("the Property");

WHEREAS, the Declarant entered into a certain Ground Lease Agreement with the Habitat For Humanity of Coastal Fairfield County, Inc. (the "Tenant"), dated \_\_\_\_\_\_, 2023 and recorded in Volume \_\_\_\_\_ at Page \_\_\_\_\_ of the Fairfield Land Records (the "Ground Lease"), pursuant to which the Tenant was granted the right to occupy the Property and construct certain improvements thereon in accordance with said Ground Lease Agreement comprising a duplex (the "Duplex") in which two housing units for families have been constructed (respectively, "Unit A" and "Unit B" and hereinafter sometimes referred to individually as an "Unit" and together as the "Units");

WHEREAS, the Units are adjacent, attached and contained in the Duplex, and the Property also has located thereupon other various improvement and amenities to be commonly shared or used by the respective owners of the Units (together, the "Unit Owners" and individually, an "Unit Owner");

**WHEREAS**, there is a common or party wall located and existing between the Units (the "Party Wall"), which Party Wall forms the central partition between the two halves of this duplex structure and building and the Units themselves; and

WHEREAS, Declarant wishes to create, establish and otherwise clarify the ownership status of the Party Wall and the corresponding rights, privileges, duties, easements and obligations of those parties who will in the future own the Units, respectively; and

WHEREAS, Declarant also wishes to establish rights, privileges, duties, easements and obligations of those parties regarding the aforementioned improvements and amenities.

NOW, THEREFORE, it is hereby declared as follows:

#### A. PARTY WALL

1. The central dividing partition wall which separates Unit A and Unit B is hereby established in perpetuity as the Party Wall, and to the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply hereto and thereto.

2. That portion of the Party Wall which is located on Unit A is a part of that Unit and property and shall be owned by the Unit Owner of Unit A and that portion of the Party Wall which is located on Unit B is a part of that Unit and property and shall be owned by the Unit Owner of Unit B.

3. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside of the Party Wall, any portion serving only one of the Units is part of that Unit and property only and any portion serving both Units is a part of the Party Wall.

4. The Unit Owners shall have a perpetual, nonexclusive reciprocal easement of lateral support with respect to that portion of the Party Wall which is located on the Unit A and Unit B, respectively. Neither such party shall, without the express consent of the other, destroy or remove that portion of the Party Wall owned by that person if the effect of such destruction or removal will materially affect the structural integrity and support of the other portion of the Party Wall and the portion of the duplex structure located on the Unit and property of the other.

5. The Unit Owners shall have a perpetual, nonexclusive reciprocal easement across and through each of Units and upon the exteriors of each of the Units for the benefit of each Unit Owner and its designated agents, invitees and/or licensees for reasonable and necessary access to the exterior of each Unit for the purpose of installing and maintaining utilities and for maintaining the Units and the Party Wall, where necessary.

6. The obligation to repair and maintain the Party Wall shall be a joint obligation of the Unit Owners, and the expense of such repair and maintenance shall be borne <u>equally</u> between them. In addition, the Party Wall shall be kept in reasonably good repair, and neither Unit Owner shall unreasonably refuse to authorize necessary repairs to the Party Wall. Each party shall have a right of contribution from the other for the expense of reasonable repairs and maintenance of the Party Wall which is the joint obligation of such other party.

7. If repairs to the Party Wall are required as the result of the negligence or willful acts of any Unit Owner, respectively, that party shall be solely responsible for the costs of such repairs.

8. In the event of the destruction of the Party Wall by fire or other casualty (which is not the result of the negligence or willful act of any owner of any one of the Units) the cost of restoration of the wall shall be borne <u>equally</u> by them.

9. The owner of Unit A or Unit B, as the case may be, shall have the right, at its own expense, to extend said Party Wall vertically and/or horizontally and to make such extension of greater thickness than the original wall, <u>provided</u>, <u>however</u>, that such added thickness shall not be placed on the property and Unit of the other Unit owner without its consent, in writing, and that any such additions shall not injure the building divided by said Party Wall and shall not impair the Party Wall benefits and support to which each party shall be and is entitled. In the event that the Party Wall is extended by one of the parties, the other party shall have the right to use the same for any proper purpose to the full extent of the length and height thereof in the same manner that such party is entitled under these covenants to use the Party Wall as originally constructed, provided such party shall pay to the party who constructed such extension, their heirs and assigns, its pro rata share of the costs thereof.

#### B. OTHER MAINTENANCE.

With respect to any yard and any (if any) designated or otherwise existing common 10. areas in which any Unit Owner and its designated agents, guests, invitees and/or licensees (the "Yard and Common Areas") may enter upon or in, pass through, traverse, use or otherwise nonexclusively enjoy, the Unit Owners shall jointly share in (i.e., equally) the costs and expenses to maintain the Yard and Common Areas in a good state of condition and repair consistent with residential real estate in Fairfield, Connecticut and in accordance with all applicable laws, rules, ordinances and regulations, including but not limited to (i) keep the Yard and Common Areas in a clean, orderly and safe condition, (ii) landscaping, lawn cutting, leaf removal and pruning as and when necessary, and (iii) periodic removal of all papers, debris, filth and refuse to the extent necessary to keep the Yard and Common Areas in a clean and orderly condition (collectively, the "Yard and Common Areas Maintenance Obligations"). In the event that an owner of a Unit Owner fails to jointly perform the Yard and Common Areas Maintenance Obligations, and such failure remains uncured for a period in excess of thirty (30) days following written demand by the other Unit Owner, the Unit Owner performing such Yard and Common Areas Maintenance Obligations shall have the right, but not the obligation, to perform such Yard and Common Areas Maintenance Obligations at the non-performing Unit Owner's sole cost and expense. The non-performing Unit Owner shall reimburse the performing Unit Owner for any costs and expenses incurred by said Unit Owner in connection with the performance of the Yard and Common Areas Maintenance Obligations within thirty (30) days of non-performing Unit Owner's receipt from the performing Unit Owner of a request for reimbursement, together with any documentation thereof as may be reasonably required by the non-performing Unit Owner.

11. The Unit Owners shall have a perpetual, nonexclusive reciprocal easement of across and through the Yard and Common Areas for the benefit of each Unit Owner and its designated agents, guests, invitees and/or licensees for reasonable and necessary access to the Yard and Common Areas.

12. The Yard and Common Areas Maintenance Obligations shall be a joint obligation of the Unit Owners, and the expense of such repair and maintenance shall be borne equally between them. Each party shall have a right of contribution from the other for the expense of reasonable repairs and maintenance of the Yard and Common Areas which is the joint obligation of such other party.

13. If any Yard and Common Areas Maintenance Obligations are required as the result of the negligence or willful acts of any Unit Owner, that party shall be solely responsible for the costs of such repairs.

14. In the event of the destruction of the any portion of the Yard and Common Areas by fire or other casualty (which is not the result of the negligence or willful act of any Unit Owner) the cost of restoration of the wall shall be borne <u>equally</u> by the Unit Owners.

#### C. MISCELLANEOUS

15. If disputes in relation to this Declaration cannot be settled through negotiation, the parties agree to endeavor in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Commercial Arbitration Rules. All parties to such mediation shall pay their own costs and expenses and shall share equally the cost of the mediation.

16. General liability insurance against claims of bodily or personal injury and death and property damage occasioned by accident or other event(s) occurring in or upon, or resulting from a condition existing upon, or arising from the Party Wall or the Yard and Common Areas, or cause by the use of any easements granted in respect thereto, shall be maintained by each Unit Owner, respectively. Each Unit Owner shall name the other Unit Owner as an additional insured under such insurance, <u>as well as the Declarant</u>.

17. Each Unit Owner ("Indemnitor Party") shall indemnify and hold the other Unit Owner and the Declarant (together, the "Indemnitee Party"), their successors and assigns, and all their invitees, guests, agents and licensees harmless with respect to any claims, including, but not limited to, any penalty, fine, (including civil penalties or fines imposed by a regulatory or enforcement agency), order, claim, loss, suit, proceeding, personal injury, death, property damage or indirect or consequential damage (the "Claim") arising out of the Indemnitor Party's performance or non-performance of the obligations and covenants in this Declaration or the use of any easement area by the Indemnitor Party or person claiming under them, except if such Claim is caused by the gross negligence or willful misconduct of the Indemnitee Party.

18. This Declaration and the easements and covenants contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns, and shall be covenants and easements which run with run with the land as to each of the Units and the Property described in this Declaration. It is the intention of the Declarant to create easement estates and covenants whose benefits and burdens will run with the Units and the Property and be binding upon the Declarant, its heirs, successors and assigns and all subsequent owners of the Units.

19. This Declaration and the easements and covenants contained herein shall be modified or terminated only by an agreement in writing between the parties hereto or their respective heirs, personal representatives or assigns.

[Rest of page left intentionally-Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has hereto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_

#### TOWN OF FAIRFIELD

By:

Its

#### STATE OF CONNECTICUT )

) ss. )

#### COUNTY OF FAIRFIELD

On this the \_\_\_\_ day of \_\_\_\_\_, 202\_, before me, the undersigned officer, personally appeared \_\_\_\_\_\_, who acknowledged herself/himself to be the First Selectwoman/ First Selectman of the Town of Fairfield, a municipal corporation, and she/he, as such public official, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her/his free act and deed and the free act and deed of the Town of Fairfield by herself/himself as First Selectwoman/ First Selectman.

In Witness Whereof, I hereunto set my hand.

Commissioner of the Superior Court Notary Public My Commission Expires: Schedule A

Legal Description of the Property

To:	Members of the RTM
From:	Cathleen A. Simpson, Director of Human Resources
Date:	February 13, 2023
RE:	Tentative Agreement for THEA Successor Collective Bargaining Agreement
	(July 1, 2021 – June 30, 2025)

The THEA Collective Bargaining Unit is currently comprised of 78 employees with a total base salary of \$5,554,861.14 in the approved 2022-2023 budget. Almost 43% of the bargaining unit resides in Fairfield.

The parties worked together to settle on a contract that is fair and reasonable and benefits both the Town and the employees.

Notable changes are discussed below.

#### Article II – Dues Check Off

Language has been added to comply with the JANUS decision, allowing employees to opt for union dues (as a union member) or service fees. Employees are no longer required to become a union member as a condition of their employment. This language has no fiscal impact upon the budget.

#### Article III – Probationary, Temporary & Part-Time Employees

Language has been added to allow new employees to be eligible for medical benefits upon hire, rather than having to wait three months after hire. This allows for easier recruitment of new employees, avoiding the gap of no insurance coverage between an old employer and employment with the Town of Fairfield. This change has no fiscal impact upon the budget, and eases the operational workflow for new hire onboarding.

#### Article VII – Wages

The contract includes the following wage increases:

FY22 2.25% (retroactive to July 1, 2021)\* FY23 2.5% (retroactive to July 1, 2022)\* FY24 2.5% (effective July 1, 2023) FY25 2.5% (effective July 1, 2024)

The contract retains the basic format of the wages in that there are currently 12 labor grades with 4 steps. The fourth step contains longevity increases at 10, 15, and 20 years of service.

If this contract is ratified, the projected increase to the salaries would total \$518,999.57 or a 9.3% increase over the life of the contract. This information is contained on the attached "THEA MEMBER ANALYSIS".

#### Article IX – Vacations

Currently the language required an employee to work an entire year or more before being eligible for vacation utilization, which was one of the biggest complaints HR heard from new hires. In this market where it is difficult to acquire talent and in order to address the work/life balance coming out of the pandemic, the parties reached an agreement to allow employees to begin utilizing their accrued vacation time after working six consecutive months.

# RE: Tentative Agreement for THEA Successor Collective Bargaining Agreement (July 1, 2021 – June 30, 2025)

#### Article X – Health and Welfare Benefits

The small medical benefit cost share increase is directly related to the wage increases. In exchange for the union agreeing to accept a lower wage increase, the Town agreed to a lesser increase to the medical benefit cost shares.

As an acknowledgment and an incentive for the THEA bargaining unit employees having exhibited themselves as good consumers of healthcare under the High Deductible Health Plan, the parties agreed to maintain the cost share contribution through June 30, 2024, with an increase to 12.5% effective July 1, 2024. THEA is the only Town bargaining unit who accepted the change to a high deductible plan as their primary health plan.

#### Article XXVI – Reclassification Implementation

The parties agreed to implement a review of the bargaining unit classifications and compensation structure. The overall goals of this review include:

- Ensuring market/internal structure alignment
- Simplify classification structures
- Identify paths for career progression
- Address recruitment and retention needs
- Review minimum qualifications

Additionally, such a review would include a review of recruitment and hiring practices to address increased opportunities for diversification and inclusion. Will also provide cross-training resulting in increased flexibility and utilization of current employees to fill short-term vacancies and job sharing to streamline operations and modernization of the Town.

#### Article XXVII – Use of Town Vehicles

Current language allowed the Director of Human Resources to approve the personal use of Town-owned vehicles. The language was removed and no such personal use of Town-owned vehicles will be permitted.

#### Article XXVIII – Effective Date and Duration

The duration of this contract shall be four years.

The union ratified this Tentative Agreement on February 8, 2023.

Text, The field         Text, The			Average Tenure in	Average Tenure		2.25% Retro Salary	Compounded 2.5%	Compounded 2.5%	Compounded 2.5%	
Strender(i)         2         1.4         1.4         2         2.56,466         5         1.55,566         5         1.55,566         5         1.55,566         5         1.55,566         5         1.55,566         5         1.55,566         5         1.55,566         5         1.55,566         5         1.55,566         5         1.55,566         5         1.55,556         5         1.55,556         5         1.55,556         5         1.55,556         5         1.55,556         5         1.55,556         5         1.55,556         5         1.55,556         5         1.55,556         5         1.55,556         5         1.55,556         5         1.55,556         5         1.55,556         1.55,5556         1.55,556         1.55,556	THEA Title	# of Employees	Current Role (Years)	in THEA Union (Years)	Total Current Annual Pay	Increase (Effective 7/1/2021)	Retro Salary Increase (Effective 7/1/2022)	Retro Salary Increase (Effective 7/1/2023)	Retro Salary Increase (Effective 7/1/2024)	
SUPPORTI         2         0.0         5         0.0110         5         0.0110         5         0.0110         5         0.0110         5         0.0110         5         0.0110         5         0.0110         5         0.0110         5         0.0110         5         0.0110         5         0.0110         5         0.0110         5         0.0110         5         0.0110         5         0.0010         5         0.0010         5         0.0010         5         0.0010         5         0.0010         5         0.0010         0.0110         0.0010	ACCOUNT CLERK	m	1,4	1.4		\$ 159,559.08				
Memorini         1         1.4         1.64         5         6,0,0,0         5         6,0,0,0         5         6,0,0,0         5         6,0,0,0         5         6,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         5         7,0,0,0         7         7,0,0         7         7         9         9         9         9         1,0,0         1,0	ADMINISTRATIVE SUPPORT I	2	0.9	6.0						
Support         i         1 </td <td>ADMINISTRATIVE SUPPORT II</td> <td>1</td> <td>1.4</td> <td>6.4</td> <td></td> <td></td> <td></td> <td></td> <td></td>	ADMINISTRATIVE SUPPORT II	1	1.4	6.4						
Reform(n.         1         51         9,8         5         6,46,00   5         6,95,31   5         7,00,00   5         7,04,71   5         5         7,00           VERW         1         1         61         6         9,8         5         6,52,00   5         7,00,84   5         10,687,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5         10,775,16   5	ADMINISTRATIVE SUPPORT JII	4	1.5	13.5				\$ 287,346.30	\$ 294,529.96	
Concreption         1         101         210         2         303,201         5         103,206         5         103,206         5         103,206         5         103,206         5         103,206         5         103,206         5         103,206         5         103,206         5         103,206         5         103,206         103	ASSESSOR1	-1	3.6	9.8				\$ 72,467.71	\$ 74,279.40	
Vietnet         1         100         613         5         7,33,401         5         7,34,461         5         83,403,17         5         93,413,17         5	ASSISTANT BUILDING OFFICIAL	1	6.1	9.6						
ST         1         1.20         7.20         5         8,3420         5         9,3417         5         9,6307.01         5         8,607.01         5         8,607.01         5         8,607.01         5         8,607.01         5         8,607.01         5         9,071.01         0 <th< td=""><td>ASSISTANT SURVEY CREW</td><td>1</td><td>16.9</td><td>16.9</td><td></td><td>\$ 77,048.44</td><td></td><td>\$ 80,949.02</td><td>\$ 82,972.75</td></th<>	ASSISTANT SURVEY CREW	1	16.9	16.9		\$ 77,048.44		\$ 80,949.02	\$ 82,972.75	
Microsoftwire         1         544         7.0         5         9.434.71         5         9.954.95         5         9.957.65         5         9.00           OLI         1         3.64         7.0         5         9.437.60         5         9.957.65         5         9.90	ASSOCIATE ANALYST	1	12.0	12.0				\$ 88,460.27	\$ 90,671.78	
CLUENDMIN         1         14/3         2/0         5         9/3/31/5         101/309/5         5         10/3/36/5         10/3/36	BRANCH CHILDRENS LIBRARIAN	1	5.4	7.0				\$ 98,276.90		
(III.         1 <td><b>BRANCH REFERENCE LIBRARIAN</b></td> <td>1</td> <td>18.8</td> <td>27.0</td> <td></td> <td>\$ 99,511.75</td> <td></td> <td>\$ 104,549.53</td> <td>\$ 107,163.27</td>	<b>BRANCH REFERENCE LIBRARIAN</b>	1	18.8	27.0		\$ 99,511.75		\$ 104,549.53	\$ 107,163.27	
IDEN         1 <th1< th="">         1         1         1</th1<>	BUILDING INSPECTOR	2	7.4	9.0				\$ 186,076.50	5 190.728.41	
OLUTION         1         6.4         6.4         5         10.300.01         10.30	BUILDING INSPECTOR A	1	1.7	1.7				\$ 91,992.45		
MINISCY         1         1.4.3         1	CASHIER	m	6.4	6.4				\$ 174.567.91		
CUMUNISSENC         1         131         133         133         133         131         133         131         133         131         1	CHEMIST WATER POLLUTION	1	14.9	14.9				\$ 107.245.72	\$ 109 926 R6	
COUNTING SERVIC         1         3         1         3         5         10         5         10 <th10< th="">         10         10         <th10< t<="" td=""><td>CONSERVATION ADMIN SECY</td><td>-</td><td>18.1</td><td>20.3</td><td></td><td></td><td></td><td>\$ 71 130 25</td><td>C 72 908 50</td></th10<></th10<>	CONSERVATION ADMIN SECY	-	18.1	20.3				\$ 71 130 25	C 72 908 50	
CULL/TONL LIBAMY         2         100         180         5         155,017.00         5         155,057.01         5         165,731         5         166,731         5         166,731         5         170,031         5         170,031         5         170,031         5         170,031         5         170,031         5         170,031         5         170,031         5         170,031         5         170,031         5         170,031         5         170,031         5         170,031 <td>COORDINATOR ACCOUNTING SERVIC</td> <td>1</td> <td>3.5</td> <td>19.3</td> <td></td> <td></td> <td></td> <td>CZ:0CT.1</td> <td>¢ 02.814.56</td>	COORDINATOR ACCOUNTING SERVIC	1	3.5	19.3				CZ:0CT.1	¢ 02.814.56	
1         1	COORDINATOR CIRCULATION LIBRARY	2	10.0	18.0				¢ 166 570 10	CV C09 UL 2	
Collection         3         106         17.0         5         35.0000         5         11.11.000         11.11.000         11.11.000	CUSTODIAN	6	19.4	19.4					410 JOL 47	
COLLECTOR         1         100         23.7         5         66.0300         5         7.200.23         5         7.201.23         7.201.23         5	DATA CLERK	- m	10.6	17.0				<pre></pre>		
T         1	DELINOUENT TAX COLLECTOR	-	10.0	7.57					C 17.407,104.20	
UT         1         130         150         5         7333300         5         7333300         5         7333300         5         7333300         5         7333300         5         7333300         5         7333300         5         7333300         5         7333300         5         7333300         5         7333450         5         7333450         5         7330450         5         7300570         5         7330570         5         7330570         5         7330570         5         7330570         5         7330570         5         7330570         5         7330570         5         7330570         5         7330570         5         73305750         5         73305750         5 <td>DENTAL HYGIENIST</td> <td>1</td> <td>11 4</td> <td>11 4</td> <td></td> <td></td> <td></td> <td>CUC17/1/1/1 ¢</td> <td>C 10041-20</td>	DENTAL HYGIENIST	1	11 4	11 4				CUC17/1/1/1 ¢	C 10041-20	
TCM         1         3.4         8.3         5         71,2000         5         73,0000         5 <td>FINANCE ASSISTANT</td> <td></td> <td>13.0</td> <td>16.9</td> <td></td> <td></td> <td></td> <td></td> <td>20'0CT'20 c</td>	FINANCE ASSISTANT		13.0	16.9					20'0CT'20 c	
1         2         2.7         2.7         3         1.3         3         1.3         3         1.3         3         1.3         3         1.3         3         1.3         3         1.3         3         1.3         3	GRANT COORDINATOR	-	7 E	E &				¢ 76 76 01	C1.7/6/70 ¢	
EOFEMATOR         1         1.7         2.6         5         57,250.00         5         56,363.13         5         61,001.83         5 </td <td>JUNIOR BUYER</td> <td>2</td> <td>2.7</td> <td>5.6</td> <td></td> <td>5 130 486 34</td> <td></td> <td>10,001,01 ¢</td> <td>3 /0000.00</td>	JUNIOR BUYER	2	2.7	5.6		5 130 486 34		10,001,01 ¢	3 /0000.00	
If and the constraint of a consto constraint of a constraint of a constraint of a const	LEAD SCALE HOUSE OPERATOR	1	1.7	2.6				\$ 61 501 62	41 020 23 030 15	
E         3         6.2         7.3         5         2.06,233         5         2.03,335         5         2.03,335         5         2.03,335         5         2.03,335         5         2.03,335         5         2.03,335         5         2.03,335         5         2.03,335         5         2.03,335         5         2.03,335         5         2.03,335         5         2.03,335         5         2.03,335         5         2.03,335         5         2.03,335         5         7.03           INMUOR         1 <td< td=""><td>LIBRARY AIDE</td><td>4</td><td>6.9</td><td>7.3</td><td></td><td></td><td></td><td>20170C/TO \$</td><td></td></td<>	LIBRARY AIDE	4	6.9	7.3				20170C/TO \$		
T. ACO & LOAN         1         0.9         0.9         5         60,444.00         5         61,833.96         5         61,332.82         5         61,322.82         5         61,322.82         5         66,32.82         5         66,32.82         5         66,32.82         5         66,32.82         5         66,32.82         5         66,32.82         5         66,32.82         5         70,30           IRANIAN         1         1         1         1         5         66,30.85         5         66,37.65         5         66,32.82         5         70,00           IRANIAN         1         1         1         1         5         5,30.71.85         5         73,00.785         5         70,00	LIBRARY ASSOCIATE	£	6.2	7.9		\$ 213.010.27		\$ 223.793.91	\$ 779 388 76	
MTOR         1         4.0         4.0         5         6.5,371.49         5         6.7005.78         5         6.86602         5         7.007           IDNATOR         1         1.4         1.4         1.4         5         6.6,335.00         5         6.6,355.06         5         70,07         5         70,07           IDNATOR         1         1.3         1.3         1.3         5         7,460.00         5         73,067.85         5         66,697.65         5         76,766.13         5         70,07           IDNATOR         1         1.3         1.3         5         7,460.00         5         73,067.85         5         76,766.13         5         76,766.13         5         70,07           IDNATOR         4         3.5         8.5         5         305,877.06         5         312,708.11         5         74,994.55         5         76,766.3         5         70,07           IDNATOR         5         71,4         0.3         5         312,708.11         5         320,528.81         5         76,766.35         5         76,766.35         5         76,966.35         5         76,966.35         5         76,966.35         5	LIBRARY ASSOCIATE- ACQ & LOAN		0.9	0.9		\$ 61.803.99		\$ 64 937.87	\$ 66 556 14	
DINATOR         1         1.4         1.4         1.4         1.4         5         63,630 b         5         66,697.65         5         66,697.65         5         70,00           IBANIAN         1         12.3         12.3         5         71,460.00         5         75,531.18         5         66,697.65         5         66,697.65         5         70,00           IBANIAN         1         12.3         12.3         5         71,460.00         5         75,531.18         5         76,66.91         5         70,00           RIN         2         8.4         5         305,827.00         5         71,66.01         5         76,69.91         5         76,69.91         5         70,00           RIN         2         8.4         5         305,807.00         5         312,766.1         5         20,976.03         5         210,10           RIN         2         12.1         18.6         5         312,760.1         5         316,750.15         5         366,330.5         5         323,050.3         5         312,760.3         5         312,760.3         5         312,760.3         5         312,760.3         5         312,750.5         5	MARINA COORDINATOR		4.0	4.0		\$ 65.371.49		5 68.680.92	5 70 397 95	
IBARIUN         1         12.3         12.8         5         93,430.00         5         95,532.13         5         97,90.48         5         100,386.49         5         10,386.49         5 </td <td>MARKETING COORDINATOR</td> <td>1</td> <td>1.4</td> <td>1.4</td> <td></td> <td>\$ 65.070.88</td> <td></td> <td>\$ 68.365.09</td> <td>CC 1007 2</td>	MARKETING COORDINATOR	1	1.4	1.4		\$ 65.070.88		\$ 68.365.09	CC 1007 2	
REDINATOR         1         1.3         1.3         5         71,460.00         5         73,067.85         5         74,894.55         5         76,766.91         5         73,067.85         5         73,067.85         5         73,067.85         5         73,067.85         5         73,067.85         5         73,067.81         5         73,067.81         5         73,067.81         5         73,067.81         5         73,067.81         5         73,087.12         5         73,077.91         5         73,077.91         5         73,077.91         5         73,073.91         5         73,087.13         5         73,037.93         5         5         73,087.13         5         73,037.93         5         73,037.93         5         73,037.93         5         73,037.93         5         5         73,037.93         5	MUNICIPAL WEB LIBRARIAN	1	12.3	12.8		\$ 95,532,18		\$ 100.368.49	\$ 102.877.70	
NIM         4         3.5         8.5         3.05,827.00         5         312,708.11         5         320,525.81         5         326,538.96         5         336,537.35         5         326,538.75         5         326,538.75         5         320,376.63         5         320,376.63         5         320,376.63         5         320,376.63         5         320,376.63         5         320,376.63         5         320,376.63         5         320,376.63         5         320,376.63         5         330,376.63         5         330,376.63         5         330,376.63         5         330,376.63         5         330,376.63         5         330,376.63         5         330,376.63         5         330,376.63         5         330,376.63         5         330,376.73         5         330,376.73         5         330,376.73         5         330,376.73         5         330,376.73         5         330,376.73         5         330,376.73         5         330,376.73         5         330,376.73         5         320,376.73         5         330,376.73         5         330,376.73         5         330,376.73         5         330,376.73         5         330,376.73         5         330,376.73         5         330,376.73 <td>REC/AQUATIC COORDINATOR</td> <td>1</td> <td>1.3</td> <td>1.3</td> <td></td> <td>\$ 73,067.85</td> <td></td> <td>\$ 76,766.91</td> <td>\$ 78.686.08</td>	REC/AQUATIC COORDINATOR	1	1.3	1.3		\$ 73,067.85		\$ 76,766.91	\$ 78.686.08	
1         2         8.4         8.4         5         190,806.00         5         195,099.16         5         204,976.03         5         204,976.03         5         204,976.03         5         204,976.03         5         204,976.03         5         201,01           1         0.3         0.3         5         60,739.00         5         62,105.63         5         65,249.72         5         66,88           1         1         1         1         1         1         1         5         41,520.05         5         93,630.33         5         94,061.36         5         95,397.51         5         95,396.35         5         95,396.36         5         36,393.31         5         94,2147.75         5         127,641.95         5         95,396.35         5         95,396.35         5         36,393.31         5         95,396.35         5         36,393.35         5         36,393.35         5         36,393.35         5         36,393.35         5         36,393.35         5         36,393.35         5         36,393.35         5         36,393.35         5         36,393.35         5         36,393.35         5         36,393.35         5         36,393.35         5	REFERENCE LIBRARIAN	4	3.5	8.5		\$ 312,708.11		\$ 328,538.96	\$ 336.752.43	
1         0.3         0.3         0.3         0.3         6.03900         5         6.0105.63         5         6.5.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         6.6.249.72         5         9.439.06         5	SANITARIAN A	2	8.4	8.4		\$ 195,099.14		\$ 204,976.03	\$ 210,100.43	
1         1	SANITARIAN B	1	0.3	0.3		\$ 62,105.63		\$ 65,249.72	\$ 66,880.97	
Image: field         12.4         18.6         5         411,582.00         5         420,842.60         5         442,147.75         5         453,2762         5         453,2762         5         453,2762         5         453,2762         5         123,5763         5         123,5763         5         123,5763         5         123,5763         5         123,5763         5         123,5763         5         123,5763         5         123,5763         5         123,5763         5         123,5763         5         123,5763         5         123,5763         5         123,5763         5         123,5763         5         123,5763         5         123,5563         5         5         5         5         5         5         5         133,571         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5         73,430         5	SECRETARY A	ъ	7.6	17.2		\$ 360,800.37	\$ 369,820.38	\$ 379,065.89	\$ 388,542.54	
1         1	SECRETARY B	9	12.4	18.6		\$ 420,842.60		\$ 442,147.75	\$ 453,201.45	
Image: Field in the image in the i	SECRETARY C	2	12.1	12.1				\$ 124,527.62	\$ 127,640.81	
ECTOR         1         0.4         1.3         5         54,340.00         5         55,56.265         5         56,951.72         5         58,375.51         5         59,33           IEF         1         16.9         16.9         16.9         5         97,521.95         5         99,60.01         5         102,459.01         5         105,00           ION ADMIN SECY         1         0.7         19.2         5         97,521.95         5         99,60.01         5         102,459.01         5         105,00           ION ADMIN SECY         1         1.5         1.5         5         71,93.00         5         121,798.00         5         124,538.46         5         73,431         5         73,431           N INSPECTOR         1         1.5         5         121,798.00         5         121,598.05         5         73,531.71         5         73,431         5         73,431         5         73,431         5         73,431         5         73,431         5         73,431         5         73,431         5         73,431         5         73,431         5         73,431         5         73,431         5         134,413         5         5,567,384.43	SENIOR ASSESSOR	1	13.5	13.5		\$ 89,550.55		\$ 94,084.05	\$ 96,436.15	
IEF         1         16.9         16.9         5         95,376.00         5         97,521.96         5         99,960.01         5         102,459.01         5         105,02           ION ADMIN SECY         1         0.7         19.2         5         67,657.00         5         97,521.96         5         70,908.76         5         70,308.76         5         73,43           N ADMIN         2         0.4         5.4         5         71,798.00         5         124,538.46         5         73,561.70         5         73,43           N ADMIN         2         0.4         5.4         5         72,068.00         5         124,538.46         5         137,651.92         5         134,11           NISPECTOR         1         1.5         5         72,068.00         5         124,538.46         5         155,30.73         5         73,30.63         5         73,30.63         5         73,30.63         5         163,80         5         163,80         5         163,80         5         163,80         5         163,80         5         163,80         5         163,80         5         163,80         5         163,80         5         163,80         5	SEWER RENT COLLECTOR	1	0.4	1.3		\$ 55,562.65	\$ 56,951.72	\$ 58,375.51	\$ 59,834.90	
TON ADMIN SECY         1         0.7         19.2         5         67,657.00         5         69,179.28         5         70,908.76         5         72,681.48         5         74,49           N ADMIN         2         0.4         5.4         5         121,798.00         5         124,538.46         5         127,651.92         5         130,843.21         5         134,11           N NSPECTOR         1         1.5         5         72,068.00         5         73,689.53         5         77,320.06         5         73,331.77         5         77,420.06         5         73,330           N NSPECTOR         1         1.5         1.5         5         143,759.00         5         152,908.73         5         163,80         5         163,80           N NON COORDIN         2         13.8         15.1         5         5,554,861.14         5         5,679,845.52         5         5,821,841.65         5         165,30         5         165,30           NON COORDIN         80         7.2         11.0         5         5,679,845.52         5         5,821,841.65         5         5,967,387.69         5         6,116,57           # of         #         #	SURVEY CREW CHIEF	-1	16.9	16.9		\$ 97,521.96		\$ 102,459.01	\$ 105,020.48	
N ADMIN         Z         0.4         5.4         5         121,798.00         5         127,651.92         5         130,843.21         5         134,11           N INSPECTOR         1         1.5         1.5         5         72,068.00         5         73,689.53         5         75,531.77         5         77,420.06         5         79,35           TION COORDIN         2         13.8         15.1         5         143,759.00         5         152,106.08         5         155,908.73         5         153,800.45         5         163,80           TION COORDIN         2         13.8         15.1         5         5,554,861.14         5         5,679,845.52         5         5,821,841.65         5         5,611,657         5         6,116,57           MON COORDIN         2         11.0         5         5,554,861.14         5         5,679,845.52         5         5,821,841.65         5         5,967,387.69         5         6,116,57           # of         #         of         #         0         72         11.0         5         124,984.38         5         124,984.36         5         5,967,387.69         5         6,116,57           #         of	VOTER REGISTRATION ADMIN SECY	1	0.7	19.2		\$ 69,179.28		\$ 72,681.48	\$ 74,498.52	
N INSPECTOR         1         1.5          1.5 <th 1<="" td=""><td>WATER POLLUTION ADMIN</td><td>2</td><td>0.4</td><td>5.4</td><td></td><td>\$ 124,538.46</td><td>\$ 127,651.92</td><td>\$ 130,843.21</td><td>\$ 134,114.29</td></th>	<td>WATER POLLUTION ADMIN</td> <td>2</td> <td>0.4</td> <td>5.4</td> <td></td> <td>\$ 124,538.46</td> <td>\$ 127,651.92</td> <td>\$ 130,843.21</td> <td>\$ 134,114.29</td>	WATER POLLUTION ADMIN	2	0.4	5.4		\$ 124,538.46	\$ 127,651.92	\$ 130,843.21	\$ 134,114.29
TION COORDIN     2     13.8     15.1     \$     148,759.00     \$     152,106.08     \$     155,908.73     \$     159,806.45     \$     163,80       Row     80     7.2     11.0     \$     5,554,861.14     \$     5,679,845.52     \$     5,821,841.65     \$     5,967,387.69     \$     6,116,57       Row     80     7.2     11.0     \$     5,554,861.14     \$     5,679,845.52     \$     5,821,841.65     \$     5,967,387.69     \$     6,116,57       # of     # of     # of     *     *     124,984.38     \$     124,984.38     \$     133,311.71     \$     134,59       # of     # of     # of     *     *     124,984.38     \$     128,108.99     \$     \$     134,59       # of     # of     *     *     *     *     *     124,984.38     \$     \$     134,59       * add     # of     *     *     *     *     *     *     \$     5.13,59       * add     # of     *     *     *     *     *     *     \$     5.13,59       * add     # of     *     *     *     *     *     *     *     5.13,59	WATER POLLUTION INSPECTOR	1	1.5	1.5		\$ 73,689.53		\$ 77,420.06	\$ 79,355.56	
80         7.2         11.0         \$ 5,554,861.14         \$ 5,679,845.52         \$ 5,821,841.65         \$ 5,967,387.69         \$ 6,116,57           # of         # o	YOUTH & RECREATION COORDIN	2	13.8	15.1				\$ 159,806.45	\$ 163,801.61	
x of Employees         # of Employees         # of Percentage         XoV Difference:         \$ 124,984.38         \$ 128,108.99         \$ 131,311,71         \$ 134,59           8         Employees         Percentage         Iffe of Contract \$ Difference:         \$ 518,99           134         46         57.5%         Iffe of Contract \$ Difference:         \$ 518,99           0         0         1         1         1         1         1	Grand Total	80	7.2	11.0		ŝ	ς,	\$ 5,967,387.69	\$ 6,116,572.39	
# of Employees         Percentage         \$ 518,99           34         42.5%         27.5%           0         50         11fe of Contract % Difference:					YoY Difference:	\$ 124,984.38		\$ 131,311.71		
Lipuyees         retremage           34         42.5%           46         57.5%           00	Town Bacidence	# of Employeer	Doscontraco				Life of (	Contract \$\$ Difference:		
34         44:.37%           46         57.5%           on         0	Time in Town	canipuves	A COL							
0 <sup>+</sup>	Lives III 10WI	40	%C.24				LITE OT	Contract % Difference:	9.3%	
	Grand Total	04	a/c./c						: 7	

H:\Reporting\MUNIS Matter\Employee\_Master\_File\_Inquity\_20230213 (THEA Only) Summary

# UPSEU – Unit #222 (THEA) Summary of Tentative Agreement / Contract Changes – 7/1/21 – 6/30/25

Article/Section	Changes Made
Article II Dues Check-off	Language added to comply with Janus language
Article III – Probationary Employees	Language added for medical benefits implementation upon
Section 3.01a	hire
Article VII – Wages	July 1, 2021: 2.25% (retroactive)
Section 7.02	July 1, 2022: 2.5% (retroactive)
	July 1, 2023: 2.5% (retroactive)
	July 1, 2024: 2.5%
Article IX – Vacations	Eligibility for utilization of vacation leave after six months
Section 9.03	from date of hire
Article X – Health & Welfare Benefits	Identification of Non-HSA eligible employees and HSA
Section 10.3	eligible employees;
	Cost shares for HSA-eligible employees as follows:
	• Through June 30, 2024 : 12.25%
	• Effective July 1, 2024 : 12.5%
Article XXVI – Reclassification	Job classification study language added
Implementation	
Article XXVII – Use of Town Vehicles	No personal use of Town vehicles
Article XXVIII – Effective Date &	Corrected dates
Duration	
Appendix A-D	Updated salary tables



JULY 1, 2021—JUNE 30 2025

# **TABLE OF CONTENTS (to be updated once finalized)**

ARTICLE	DESCRIPTION	PAGE
ARTICLE I	Recognition	
ARTICLE II	Dues	
ARTICLE III	Probationary Employees	
ARTICLE IV	Seniority	
ARTICLE V	Job Posting	
ARTICLE VI	Hours of Work	
ARTICLE VII	Wages	
ARTICLE VIII	Holidays	
ARTICLE IX	Vacations	
ARTICLE X	Health & Welfare	
ARTICLE XI	Sick Leave	
ARTICLE XII	Worker's Compensation	
ARTICLE XIII	Defined Benefit & Defined Contribution Plans	
ARTICLE XIV	Funeral Leave	
ARTICLE XV	Jury Duty	
ARTICLE XVI	Military Reserve Training	
ARTICLE XVII	Leaves of Absence	
ARTIC;E XVIII	Grievance Procedure	
ARTICLE XIX	Bulletin Boards	
ARTICLE XX	Management clause	
ARTICLE XXI	Prior Practice	
ARTICLE XXII	Personal Days	
ARTICLE XXIII	Uniforms	
ARTICLE XXIV	Safety Clothing	
ARTICLE XXV	Non-Discrimination Clause	
ARTICLE XXVI	Reclassification Implementation	
ARTICLE XXVII	Use of Town Vehicles	
ARTICLE XXVIII	Effective Date/Duration	
APPENDIX A	Wages 7/1/21 – 6/30/22	
APPENDIX B	Wages 7/1/22 – 6/30/23	
APPENDIX C	Wages 7/1/23 – 6/30/24	
APPENDIX D	Wages 7/1/24 – 6/30/25	
APPENDIX E	Listing of Position Titles/Grades	
APPENDIX F	Employee Service Report	

Draft Only

### AGREEMENT

This Agreement is between the Town of Fairfield, Fairfield County, Connecticut, hereinafter referred to as the Town, and the United Public Service Employees Union, acting for itself and its Fairfield Town Hall Employees Union, Unit #222, hereinafter referred to as the Union.

### **ARTICLE I - RECOGNITION**

#### Section 1.01

The Town recognizes the Unit #222 of the United Public Service Employees Union as the sole and exclusive collective bargaining agent for all employees who are non-supervisory, permanent clerical and professional employees as certified by the Connecticut State Board of Labor Relations on March 30, 1966 and as agreed to and modified by the parties on January 30 and February 5, 1992 and again on March 9, 2006 pursuant to SBLR Decision No. 4133. Supervisory employees shall include all those with the authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employment or effect changes in the status of employees or effectively recommend such action with respect to rates of pay, wages, hours of work, or other conditions of employment. This Agreement does not cover probationary, temporary and part-time employees (as defined in this Agreement), nor clerical employees of the First Selectman's office, the Human Resources office and the Assistant Town Clerks.

**ARTICLE II - DUES CHECK-OFF** 

#### Section 2.01

The Town agrees to deduct from the pay of each employee who has signed an authorized payroll deduction, a sum certified by the Local President or other authorized Union official to be Union dues or service fees.. Deductions will be made from each employee's paycheck as specified by the union and the total amount deducted shall be sent each month to the United Public Service Employees Union. The Local shall receive a monthly copy of the dues deduction roster.

#### Section 2.02

Said dues and any service fee for which is authorized shall be deducted upon receipt of a written and signed authorization from an employee submitted to the Town on an appropriate authorization form supplied by the union.

# <u>ARTICLE III - PROBATIONARY, TEMPORARY & PART-TIME</u> <u>EMPLOYEES</u>

#### Section 3.01

Probationary, temporary and part-time employees will not be represented by the Union and are excluded from the provisions of this Agreement. These employees are defined as follows:

- a) Probationary Employee a new employee who has not completed six (6) months of continuous service from the date of their last employment with the Town. During the Probationary Period, an employee will not be eligible for any benefits (including pay for time not worked) except for medical insurance, Worker's Compensation as prescribed by law, and Holiday Pay,
- b) Temporary Employee one who is hired for seasonal work whose duration of employment is not expected to be longer than four (4) months.
- c) Part-Time Employee one who is hired to work a regular schedule of less than twenty (20) hours per week.

The Town will inform the UPSEU and the unit President, in writing, of the names, assignment, and date of hire of temporary employees.

# **ARTICLE IV - SENIORITY**

#### Section 4.01

An employee's seniority shall be determined by the length of continuous service with the Town from the first day of their employment (upon completion of the probationary period as defined in Section 3.01 a) and shall accumulate from that time for the duration of employment.

#### Section 4.02

Employees shall lose their seniority if they:

- a) quit, resign, or are discharged;
- b) fail to return from lay-off within ten (10) working days after receipt of notice by Registered Mail to return.
- c) accept employment elsewhere while on leave of absence.
- d) fail to return from an approved leave of absence.

#### Section 4.03

Twice annually, in January and July of each year, the Town shall prepare a list of employees represented by the Union, showing their seniority in time of service with the Town, their classification and rate of pay, and deliver same to the Union each year within thirty (30) days after the signing or anniversary date of the Contract, whichever comes later. Two copies will be presented to the Union.

#### Section 4.04

Whenever reductions in the work force are required, the junior employees in any affected job classification in a department will be declared available for lay-off.

Such employees, in order of their length of service shall be offered opportunities in the following order:

- a) may elect to take lay-off in lieu of displacing another employee.
- b) may be offered any open job for which qualified or laid off.
- c) to displace the junior employee in former job classification provided they are capable of performing the job without a break-in period, or if none,
- d) to displace the junior employee in the same or lower labor grade in the bargaining unit provided they are capable of performing the job within a reasonable training period not to exceed twenty (20) working days. If such employee shall fail the twenty (20) day training period as outlined in this Subsection (d), they shall be subject to lay-off.

Probationary, part-time and temporary employees shall be laid off immediately, provided that there are employees qualified and willing to accept their jobs.

Recalls shall be issued in reverse order of the lay-off. Employee shall retain their seniority status and right to recall for one (1) year following the date of their lay-off. Seniority will accrue during this period in which an employee has a right to recall.

#### Section 4.05

Persons on the recall list will have the right to be considered for any open position in the bargaining unit before Job Posting. Provided they are qualified to perform the work available and such position carries the same or lower labor grade than the position from which they were previously laid-off. If the employee refuses an opening in the position from which they were laid-off they will lose their right to further recall, and such action shall be construed as their resignation. If there is no opening in the position from which they were laid-off, they were laid-off, and the employee refuses any other position, their right to recall shall be continued for an opening in the position from which they were laid-off, for a period not to exceed one (1) year from the date of their lay-off.

#### Section 4.06

Employees transferred to jobs outside the bargaining unit may be returned to their former classification within three (3) months, in accordance with their seniority, which may include time spent out of the bargaining unit. No employee shall be permanently transferred to a position outside of the bargaining unit without the employee's agreement. Seniority shall not be affected by any transfer.

#### Section 4.07

Employees who are officers and stewards of the Association shall be awarded "Super Seniority", which shall be applied in any cases of lay-off.

### **ARTICLE V - JOB POSTINGS**

#### Section 5.01

Vacancies in the jobs above the lowest labor grade shall be posted on the bulletin boards for a period of six (6) working days unless the present opening has occurred within thirty (30) working days of the previous posting for the same job classification. Employees who request the job during this period will be considered on the basis of the following qualifications: previous experience and training,

demonstrated ability and proficiency, length of service and overall work record. Such qualified employees shall proceed to the next stage in the selection process. Priority for selection will be given in the following order:

To fill a vacancy in labor grade six (6) or higher, the senior qualified bargaining unit employee currently in labor grade five (5) or below who is in the same department where the vacancy exists.
 To fill a vacancy in labor grades five (5) or lower, the senior qualified bargaining unit employee whose current labor grade is four (4) or lower.

3. At the sole discretion of management, the senior qualified bargaining unit employee in the same or higher labor grade in the bargaining unit.

Any selected employee who is unable to perform the new job satisfactorily after a reasonable training period of up to but not to exceed thirty (30) days, will be transferred to any open job in the same or lower labor grade for which they are qualified, or if none exists, will exercise their seniority in accordance with the lay-off procedure.

At management's discretion, any time after twenty (20) days this probationary period may end resulting in either the position becoming permanent or the applicant being notified that their probationary period has not been successful. At management's discretion an employee may be offered an additional thirty (30) days in order to fulfill the basic training requirements of the position Applicants who have bid on the position will be notified within a reasonable period of time following the completion of any and/or all interviews and follow-up work including, but not limited to, testing procedures if applicable.

#### Section 5.02

No job or classification from which an employee bids to a higher rated position shall be eliminated while said employee is in the probationary period for such higher rated job.

#### Section 5.03

When the Town decides that any job or classification is to be eliminated, it shall give the Union at least six (6) working days' notice of such intent to eliminate said job. Upon such notice, the Union shall have five (5) working days to request a meeting for the purpose of addressing the effects of said elimination.

## ARTICLE VI - HOURS OF WORK

#### Section 6.01

With the exception of the Library, the regular work week shall be thirty-five (35) hours divided into five (5) consecutive days of seven (7) hours each, Monday through Friday inclusive. The Library work week shall be thirty-five (35) hours composed of seven (7) hour work periods spread from Monday through Saturday inclusive.

a) Hours worked in excess of thirty-five (35) hours per week but less than forty (40), shall be compensated by giving the employee equal time off during a subsequent work week, or be compensated at the regular hourly rate of pay as determined by law. Employees will be paid at the rate of one and one-half (1.5) times his/her regular rate of pay for all work performed on Saturday, unless the employee's job description includes Saturdays as part of the employee's regularly scheduled work week.

An employee can only work in excess of 35 hours per week by when required by their supervisor. In order to receive such compensation, an employee must accurately communicate all such hours worked in writing to Human Resources.

- b) Hours worked on Sunday shall be compensated at two (2) times the regular rate of pay.
- c) Library employees shall receive an additional \$3.50 per hour beyond 5:00 p.m. on weekdays and for all hours on Saturday.
- d) All hours worked up to 40 in a workweek shall be paid at the employee's straight time regular hourly rate; and hours worked in excess of 40 in a workweek will be paid at 1 1/2 time the employee's straight time regular hourly rate. There shall be no pyramiding of overtime. Hours worked in excess of 40 in a workweek will be compensated by compensatory time off or paid. Method of compensation shall be as determined by law. Use of compensatory time must be preapproved in writing by the Human Resources Department. Compensatory time must be used by the end of the fiscal year, unless otherwise approved in writing by the Human Resources Department to be carried over.
- e) Insofar as possible, supervisors shall endeavor to give at least four (4) hours' notice of overtime work assignments.
- f) All overtime work shall be distributed equally among eligible employees as far as practicable within classification and within department.
- g) Employees required to work for a temporary period in a classification in the same or lower labor grade than their regular classification shall receive the rate of their regular classification while on temporary assignment. Employees working in a classification higher than their regular classification for more than four (4) hours in one day, shall receive for the hours worked in the higher classification, the increment step in the higher classification, which is next above their regular rate. If their regular rate is equal to an increment step in a higher classification, no rate adjustment will be made. Work assignments to higher classifications referred to in this Section shall include those classifications covered by this Agreement only.
- h) The Town of Fairfield official hours are 8:30 a.m. to 4:30 p.m.
- i) Every employee shall have the right to choose and set their hours of work from one half (1/2) hour before the official opening time or after closing time so long as each department remains staffed with adequate coverage. There shall be no inconvenience to the general public and each

office must maintain the proper and common level of services as expected and provided in the past.

If there is a conflict among the employees within a department, both or all of whom are capable of providing coverage, the employee with the most seniority as a Town employee shall be given preference. Should there be any issue about hours worked, management reserves the right to determine departmental hours.

- j) Any employee who is called back to duty in excess of their regular work schedule, shall receive one and one-half  $(1^{1}/2)$  times their regular hourly rate with a minimum of four (4) hours.
- k) The hours of work for scale house operator and conservation foreman shall be forty (40) hours per week. Any change in the workweek shall be discussed with the Union, and if no agreement is reached, the issue may be resolved through the grievance procedure.

# ARTICLE VII- WAGES

#### Section 7.01

Pay structure applicable to the job classification, job descriptions, salary ranges and classification structure covered by this Agreement, presently in effect, and subsequently reasonably modified is accepted as part of this Agreement.

#### Section 7.02

The wages for the employees shall be as set forth in the wage schedule attached to and made a part of this Agreement and said schedules shall reflect the following changes:

a) Effective and retroactive to July 1, 2021, the Salary Range Steps within all labor grades (as shown in the attached Classification Schedule) shall be increased by two and one quarter percent (2.25%).

b) Effective and retroactive to July 1, 2022, the Salary Range Steps within all labor grades (as shown in the attached Classification Schedule) shall be increased by two and one half percent (2.5%).

c) Effective July 1, 2023, the salary Range Steps within all labor grades (as shown in the attached Classification Schedule) shall be increased by two and one half percent (2.5%).

d) Effective July 1, 2024, the salary Range Steps within all labor grades (as shown in the attached Classification Schedule) shall be increased by two and one half percent (2.5%).

### Section 7.03

Pay increase within a labor grade (classification) from Step 1 to Step 2 will be awarded on the anniversary date of one (1) year following the date that the current salary step was granted.

Pay increases to Steps Three (3) and Four (4) will be in accordance with Article XXVI.

Longevity increases shall be granted to employees who attain their tenth  $(10^{\text{th}})$ , fifteenth  $(15^{\text{th}})$  and twentieth  $(20^{\text{th}})$  years of continuous service respectively, as computed from the date of seniority or employment.

Longevity increases shall be equal to those granted to the employees, as general wage increases in Steps 1 through 4.

#### Section 7.04

All merit or performance ratings rendered on individual employees will be discussed and reviewed with the employee by the department head. The employee may appeal any unfavorable rating through the Grievance Procedure.

#### Section 7.05

Employees covered by this Agreement shall be paid on a weekly basis. The payday will be every Thursday; however, it is understood by both parties that due to unforeseen circumstances beyond the control of the Town, that the pay day may be subject to change. All employees on an annual salary shall be paid the wages of their classification based on fifty-two (52) weeks per year.

#### Section 7.06

- a) Each employee who has completed five years of service as of December 1<sup>st</sup> of each year shall be paid an annual increment in the amount of \$400.00
- b) Each employee who has completed ten (10) years of service as of December 1<sup>st</sup> of each year, shall be paid an annual increment in the amount of \$600.00
- c) Each employee who has completed fifteen (15) years of service as of December 1<sup>st</sup> of each year, shall be paid an annual increment in the amount of \$800.00
- d) Each employee who has completed twenty (20) years of service as of December 1<sup>st</sup> of each year shall be paid an annual increment in the amount of \$1000.00

Holiday bonuses are not counted for purposes of pension calculations.

# ARTICLE VIII - HOLIDAYS

#### Section 8.01

The Town will recognize twelve (12) paid holidays per year and one (1) floating holiday:

New Year's Day Martin Luther King Jr. Day Presidents Day (Observance) Good Friday Memorial Observance Day Fourth of July

Labor Day Columbus Observance Day Veteran's Day (Nov. 11<sup>th</sup>) Thanksgiving Day Friday after Thanksgiving Christmas Day

The one (1) floating holiday shall be taken in accordance with the provision in Article XXII — Personal Days.

#### Section 8.02

If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. Pay for hours worked on a designated holiday or on a Monday or Friday considered as a holiday shall be in accordance with the provisions of Article VI.

#### Section 8.03

To be eligible for holiday pay, a person must work during the week in which the holiday falls, or be on vacation, or paid leave of absence. Employees absent for the entire week and who have exhausted Their non-occupational disability benefits shall not be entitled to holiday pay for the holiday that may fall in that week.

## **ARTICLE IX - VACATIONS**

#### Section 9.01

Employees will receive paid vacation according to the following schedule:

#### **LENGTH OF SERVICE**

Under One Year

One Year to Five Years Six to Ten Years Eleven to Fourteen Years Fifteen Years to Twenty Years

### **LENGTH OF VACATION**

One working day for each month's service to a maximum of ten (10) working days Ten (10) working days Fifteen (15) working days Seventeen (17) working days Twenty (20) working days Twelve (12) months prior to retirement at age 62 or over, under the terms of the Pension Plan, two (2) additional paid weeks (ten (10) working days).

#### Section 9.02

The qualifying date for determining earned vacation shall be June 30<sup>th</sup> of the preceding fiscal year. However, should an employee become eligible for additional vacation during the current fiscal year, on the basis of their length of service as outlined in Section 1, of this Article, they shall be granted the additional vacation time during the current year.

#### Section 9.03

An employee shall be eligible for vacation leave following the completion of six (6) months of service as accrued per 9.01 above.

#### Section 9.04

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

#### Section 9.05

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

#### Section 9.06

Employees voluntarily terminating their services with the Town and giving two (2) weeks' notice shall receive vacation accrual equal to 1/1 0<sup>th</sup> of their vacation for each full month of service since the previous July 1<sup>st</sup>. Vacation will be based on the amount they would have become entitled to the following July 1<sup>st</sup>. Vacation accrual will also be paid to employees who retire or are discharged. In the event of an employee's death, his/her estate shall receive the vacation accrual payment.

#### Section 9.07

The amount of vacation to which an employee becomes entitled as provided for in Section 2 of this Article, shall be considered as an earned right, payable upon termination for any cause.

# ARTICLE X- HEALTH & WELFARE BENEFITS

### A. ACTIVE EMPLOYEES

#### Section 10.01 - Life Insurance

The Town will provide and pay for a Group Life Insurance and Accidental Death and Dismemberment Policy in the amount of \$32,500 for each eligible employee. In the alternative, an

employee may choose to receive the same policy in the amount of fifteen thousand dollars (\$15,000) paid for by the Town and be eligible to buy at the current group rate additional coverage of one and one half  $(1 \frac{1}{2})$  times their annual salary. Payment for the additional coverage would be made through payroll deductions.

#### Section 10.02

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.

Medical:

- A. The Town shall provide eligible employees and their enrolled dependents with the Preferred Provider Organization Plan (the "PPO Plan") described in summary form in Section 10.03 of this agreement. Except as otherwise provided for in subsection 10.05 of this agreement, the PPO Plan shall only be available until such time as eligible employees and dependents become enrolled in the health care plan provided in Subsection B of this Section.
- B. Effective July 1, 2015, the Town shall provide eligible employees and their enrolled dependents with the High Deductible Health Plan with a Health Savings Account ("HDHP/HSA") as described in summary form in Section 10.03 of this agreement. Effective upon enrollment, the Town will deposit into an enrolled employee's HSA, in one lump sum, sixty percent (60%) of the plan's deductible amount. Thereafter, the Town shall make annual lump sum contributions into an enrolled employee's HSA account in the amount of fifty percent (50%) of the plan's deductible amount. The annual contributions shall be made no later than the second pay period following the start of the plan year.

In the event that an employee, prior to retirement, voluntarily or for just cause separates from employment with the Town of Fairfield at a point in time subsequent to the Town making its annual contribution into said employee's HSA account, then said employee will reimburse the Town a prorated amount of the Town's HSA contribution. The prorated amount shall be one twelfth (1/12) of the amount of the Town's contribution for each full month remaining in the plan year following the employee's separation date.

C. Employees who are ineligible to participate in a Health Savings Account will be offered, at the Town's option, the opportunity to enroll in a PPO plan with equivalent benefits as those provided in subsection A above or a Health Retirement Account program with a roll-over feature having the same deductible amounts as the Health Savings Account Program.

Prescription drug: The parties agree to attach the SPD for the drug rider/provider for PPO and HDHP and amend language accordingly.

Dental: The Parties agree to attach the SPD for the dental benefits as an appendix to the contract and amend language accordingly.

Vision: The Parties agree to attach the SPD for the vision benefit as an appendix to the contract and amend language accordingly.

#### Section 10.03

Employees shall contribute the following amounts per week as a health insurance premium cost share:

PPO (Non-HSA Eligible Employees):

A. Effective upon ratification of the July 1, 2017 Agreement, employees hired prior to July 1, 2011 who are enrolled in the PPO Plan shall contribute twelve percent (12%) of the premium or premium equivalent costs. Employees hired on or after July 1, 2011 who are enrolled in the PPO Plan shall contribute fourteen percent (14%) of the premium or premium equivalent costs.

#### HSA Eligible Employees:

ii. Employees shall contribute twelve and one quarter percent (12.25%) of the premium or premium equivalent costs through June 30, 2024.

- iii. Effective July 1, 2024 employees shall contribute twelve and one half percent (12.5%) of the premium or premium equivalent costs.
- B. Employee Contributions shall be based on premium equivalent cost for the Union's plan as set by the Town's health care consultant. The premium equivalent cost shall include expected claims plus administrative fees, stop loss fees, and network access fees, for a given year.

Effective July 1, 2011 Medical Insurance Co-pays as set forth below shall be in effect:

	Plan Change
Benefit Description	Effective July 1, 2011
Medical Benefits - Anthem	Century Preferred
Deductible (ind/fam)	No Charge
Coinsurance	0%
Out-of-Pocket Maximum (1)	No Charge
Lifetime Maximum	Unlimited
Office Visit Copays	\$20
Hospital Copay	\$150
Urgent Care Copay	\$50
Emergency Room Copay	\$100
Outpatient Surgery Copay	No Charge
Well Child Care	\$20
Periodic, Routine Health Exam	\$20
Routine Eye Exams	\$20
Routine OB/Gyn Exam	\$20
Mammography	No Charge
Hearing Screening	\$20

**Benefit Description** 

Effective July 1, 2011

Medical Benefits - Anthem Century	Preferred
	\$20
Outpatient MH/SA	No Charge
Diagnostic Lab and X-Ray	\$20
Allergy Services: OV testing and Injections	No Char e
Semi-Private Room	\$150
Inpatient MH/SA	\$150
Skilled Nursing Facility	\$150
Rehabilitative Services	No Charge
Outpatient Surgery	No Charge
Ambulance	No Charge
Outpatient Rehabilitative Services	\$20
Durable Medical Equipment	No Charge

Century Preferred Plan (In-Network Benefits Only)							
Plan Change							
Benefit Description Effective July 1, 2012 2011 Effective July 1, 2012							
Medical Benefits - Anthem	Century Preferred	Century Preferred					
Prescription Drugs - Medco & Anthem Plans <sup>(2)</sup>	Century Preferred	Century Preferred					
Retail Generic	\$10	\$10					
Retail Brand Formulary	\$15	\$20					
Retail Brand Non-Formulary	\$20	\$35					
Mail Order Generic	\$15	\$20					
Mail Order Brand Formulary	\$25	\$30					
Mail Order Brand Non- Formulary	\$35	\$40					
Rx Annual Maximum	Unlimited	Unlimited					

 (<sup>1</sup>) Out-of-Pocket maximum equals deductible plus coinsurance maximum
 (<sup>2</sup>) assumes mandatory generic substitution and required 30-day max supply at retail

Prescription drug option requires mandatory mail at two times retail for maintenance drugs.

In lieu of accepting medical insurance for themselves and if applicable their family, employees will be eligible as noted below for prorated weekly payments:

- Currently enrolled employees who individually opt out of coverage for one full year will be paid \$2,000.
- Currently enrolled employees and their enrolled spouse or child who opts out of coverage for one full year will be paid \$2,250.
- Currently enrolled employees and their enrolled family who opt out of coverage for one full year will be paid \$2,500.

The employee must notify Human Resources of their interest in participating in this program during the annual open enrollment period with the change effective July 1. To be considered, the employee must waive continued insurance coverage under the provisions of the COBRA. The benefit does not apply to members of a family where both are employed by the Town.

The HDHP/HAS will include the following general features:

- \$2,000/\$4,000 deductible
- \$2,000/\$4,000 in-network out of pocket maximum
- \$4,000/\$8,000 out of network maximum (80% employer / 20% employee co-insurance)

HSA – Employer pays all fees associated with the account (i.e. – set-up/maintenance)

Pharmacy co-pays after deductible:

- Generic \$5.00
- Formulary \$20.00
- Non-formulary \$35.00
- Not to exceed \$1,000 in a fiscal year.

## B. RETIRED EMPLOYEES

#### Section 10.04

a. Upon retirement, the medical (health, vision, prescription and dental) benefits for employees hired on or after July 1, 2010 will be subject to all cost containment provisions applicable to active employees including but not limited to deductibles and co-pays, plan, carrier, plan design, insurance/self-insurance, and/or premium cost share changes, and as same may be changed from time to time in the future for active employees. Employees hired on or after July 1, 2016, however, will be subject to all of the aforementioned cost containment provisions except that they will be responsible for fifty percent (50%) of the premium cost upon retirement.

b. All current employees in this bargaining unit as of June 30, 2010 will continue to pay in retirement the same co-pays/deductibles for the health, vision, prescription and dental plans as they did as active employees.

For current employees who retire on or after July 1, 2010, 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.

c. At the written request of a retiree hired after July 1, 2010, the Town shall deduct from their monthly check, the amount of payments for the group hospital, medical and major medical insurance for which such retirees and enrolled dependents are eligible under the Town's group insurance policies,

and the Town shall remit such amount on behalf of such retiree to the appropriate insurance carrier under such group policies

d. Dependent retiree insurance coverage and pension are only available to those who are dependents of the retiree at the time of retirement, not to anyone who may become a dependent of the retiree subsequent to the date of retirement.

e. All coverage for retiree or dependent shall be reduced to a Medicare Carve-Out for those covered upon reaching the age of 65. Effective January 1, 2019, employees hired on or before December 31, 2018, beginning at age 65, the retiree shall be responsible for thirteen percent (13%) of the cost of the Medicare Carve-Out and the Town shall be responsible for eighty-seven percent (87%) of the cost of the Medicare Carve-Out. Employees hired on or after January 1, 2019 shall pay the same as active employees. The cost of Medicare shall be borne by the employee or retiree.

#### Section 10.05

Employees hired prior to July 1, 2010 and who retire prior to July 1, 2016 in accordance with the normal or disability provisions of the Town Employees Retirement Plan, and their eligible enrolled dependents shall continue to be covered at no cost to the retiree for health insurance coverage set forth in subsection 10.02A of this agreement. Such coverage shall be reduced to a Medicare CarveOut for those covered upon reaching the age of 65. The cost of Medicare shall be borne by the employee or retiree.

#### Section 10.06

The Town shall provide and pay for a Life Insurance Policy for all current employees who retire in the amount of \$17,500. In the alternative, an employee may choose to receive the same policy in the amount of ten thousand dollars (\$10,000) paid for by the Town and be eligible to buy at the current retiree group rate (needs to be negotiated every year with the insurance company) additional coverage up to twenty-five thousand dollars (\$25,000). Payment for the additional coverage would be made in full on or before July 1<sup>st</sup> of every year.

# ARTICLEXI - SICK LEAVE (NON-OCCUPATIONAL)

#### Section 1 1 .01

Employees absent due to non-occupational disability and/or sickness will receive benefits and/or sick leave benefits according to the following schedule:

<u>LENGTH OF SERVICE</u> Three (3) months to One Year

One (1) Year up to Five (5) Years Five (5) Years up to Ten (10) Years

#### **BENEFITS**

One (1) working day at full pay for each month of service

Twelve (12) working days at full pay Twenty (20) working days at full pay Over Ten (10) Years

Twenty-six (26) working days at full pay

Employees hired after July 1, 2007 shall receive non-occupational disability and/or sickness benefits according to the following schedule:

LENGTH OF SERVICE	<u>BENEFITS</u>
Three (3) months to One Year	One (1) working day at full pay for each month of service
One (1) Year up to Five (5) Years	Ten (10) working days at full pay
Five (5) Years up to Ten (10) Years	Fifteen (15) working days at full pay
Over Ten (10) Years	Twenty (20) working days at full pay

Sick leave with pay is for the illness of an employee only.

- a) An employee's anniversary date shall determine their length of service and eligibility for disability and/or sick leave benefits.
- b) Unused disability benefits will not accumulate from one fiscal year to another, except as provided for in Section (f) of this Article. The Town's fiscal year will be used to reestablish 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 shall be reinstated for disability and/or sick leave benefits in accordance with the provisions of this Article.
- c) If an employee is absent because of non-occupational disability and during their absence while drawing disability benefits, passes an anniversary date which would entitle such employee to increased duration of benefits, such increase will apply to their current absence.
- d) Payment of disability is dependent upon the employee producing evidence of disability satisfactory to the employee's supervisor. It is the employee's responsibility to keep his supervisor informed as to this status. After more than five (5) 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.
- e) Employees may, on request, continue on leave of absence without pay for a period not to exceed one (1) year computed from the last day of work.
- f) Each employee who has unused disability benefits at the end of a fiscal year as provided for in this Article, shall accumulate such unused disability benefits and carry over such unused benefits to the following fiscal year provided that they shall not accumulate more than ten (10) working days of such unused benefits during any one fiscal year, and provided that they shall not accumulate a total of more than one hundred twenty (120) working days.
- g) The Town shall provide no payment for unused sick leave or unused accumulated sick leave upon termination of the employee for any cause.

h) An employee shall as soon as possible notify his/her department of the reason for their absence.

#### Section 11.02 Maternity Leave

- a) Notification: A female employee who becomes pregnant shall, as early as her condition is known, 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. The Town will make reasonable accommodations to provide light duty work when appropriate in the opinion of the employee's physician and if available.
- b) Maternity Leave

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 ten (10) 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 childcare. If the continued disability or childcare is not proven, then the leave taken past the ten (10) 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 other 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 leaves of absence shall not exceed one hundred twenty (120) days. It is understood that the aforementioned Leaves of Absence, whether paid or unpaid, shall be included for purposes of complying with the Family and Medical Leave Act of 1993 or any state or federal law superseding said Act.

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.

# ARTICLE XII - WORKER'S COMPENSATION (OCCUPATIONAL DISABILITY)

#### Section 12.01

The Town will provide Worker's Compensation (Occupational Disability) benefits under the

Connecticut State Worker's Compensation Act (as amended) and as further provided for as follows:

LENGTH OF SERVICE	<b>BENEFITS</b>
Three (3) months to One Year	2 <sup>1</sup> / <sub>2</sub> working days at full pay for each month of service
One (1) Year up to Five (5) Years	30 working days at full pay
Five (5) Years up to Ten (10) Years	60 working days at full pay
Over Ten (10) Years	90 working days at full pay

- a) Employees absent due to occupational disability will receive disability benefits according to the above schedule.
- b) An employee's anniversary date shall be used to determine their length of service and eligibility for occupational disability benefits.
- c) When eligibility for occupational disability benefits at full pay is exhausted, payment will continue in accordance with the Connecticut State Compensation Act.
- d) If an employee is absent because of occupational disability, and during their absence, while still drawing full pay disability benefits, passes an anniversary date which would entitle them to increased duration of benefits, such increase will apply to their current absence, however, if an employee is absent under the occupational disability leave on the date of the Town's new fiscal year, they shall continue 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 Section c) above, until said employee has returned to active employment (with a doctor's certificate certifying as to recovery) for a period of five (5) consecutive days. Upon such return, they shall be reinstated for occupational disability benefits for the fiscal year in accordance with the provisions of this Article.
- e) Time absent due to occupational disability will not be deducted from non-occupational disability benefits.

#### Section 12.02

Effective upon ratification of this Agreement, the Town will provide workers' compensation benefits under the terms of the Connecticut State Workers' Compensation Act, provided that any employee who wishes to be paid his/her regular base wages and longevity for any day he/she is eligible to receive workers' compensation benefits shall be required to use one-quarter (1/4) of one (1) sick day, to the extent such days are available to such employee, in which the case the Town shall pay the employee his/her regular base wages for such day, subject to the maximum limits presently set forth in Section 12.01 based on length of service.

# ARTICLE XIII - PENSION PLAN

#### Section 13.01

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

#### Section 13.02

Effective July 1, 1970, the Pension Plan is amended to provide current pensioners or surviving beneficiaries an adjustment in their monthly benefit based on the percentage increase reflected in the use of the U.S. Consumer Price Index (1957-59 = 100 -all cities) from the month and year of the employee's retirement, or the month and year of the death of the employee, for the beneficiary, to March 1970. Such adjustment will include only those employees who were retired prior to July 1, 1969. The percentage increase shall be applied to the current monthly benefit and shall be reflected in July 1, 1970 benefit check.

#### Section 13.03

- a) Further review of the Consumer Price Index shall be made at two year intervals using index figures between March 1970 and March 1972 (and the same subsequent two year intervals of time) with the adjustment based on the percentage rise of the Consumer Price Index to be payable in the monthly benefit check of those retired employees and/or beneficiaries due those persons who retired prior to the July 1<sup>st</sup> of the preceding year, on July 1 <sup>st</sup> 1972, and such succeeding two (2) year July 1 <sup>st</sup> dates. Any increase reflected by the Index during those future review periods shall be limited to three percent (3%) per year and or a maximum of six percent (6%) in any two-year period.
- b) Effective July 1, 1988, the review of the Consumer Price Index shall be reformed and updated on a yearly basis. Any increase reflected in the Index during those future review periods shall be limited to three percent (3%) per year.

#### Section 13.04

Effective upon ratification of the July 1, 2013 — June 30, 2017 CBA, for those employees covered by this Agreement who are eligible for benefits under the Plan and who retire after this date, the high salary for determining benefits under the Plan shall mean that the average of the last twelve (12) months of employment of base salary and longevity (e.g. there shall be no off-set for workers' compensation leave).

#### Section 13.05

Effective July 1, 1974, for those employees covered by this Agreement who are eligible for benefits under this Plan and who retire after that date, the annual benefit will be equal to 1.25% of high aaçwa4 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.

#### Section 13.06

Effective July 1, 1978, the Plan will also provide for earned rights and benefits to those eligible under the system who fail to select options prior to their death while still in the employee of the Town.

#### Section 13.07

As of July 1, 1986, all employees hired prior to attaining age sixty (60) shall become members of the Town Employees Retirement Plan. Effective July 1, 2000, all employees covered by this Agreement, regardless of age, shall become members of the Town Employees' Retirement Plan. All employees

shall be entitled to retirement benefits after attaining ten (10) years of continuous membership in the Town Employees Retirement Plan.

#### Section 13.08

Effective July 1, 1987, those employees covered by this agreement shall become eligible for normal retirement benefits under the Plan, as described in Section 5 of this Article, if they retire after that date at the age of sixty-two (62) or older with at least ten (10) years of creditable service.

#### Section 13.09

Effective July 1<sup>st</sup> of 1989 the rate of contribution shall be four percent (4%) of the basic annual salary including longevity pay as set forth in APPENDIX A-C - WAGES.

#### Section 13.10

Existing employees shall have the right to purchase military service time equal to the amount of time served on active duty in the Armed Forces of the United States but limited to a maximum of four (4) years of such service by paying for such Service Time at the rate equal to five percent (5%) of such employee's annual salary at the date of hire. Said election shall be made by existing employees before July 1<sup>st</sup> of 1989 and shall be fully paid for by December 31<sup>st</sup> of 1991. Employees hired subsequent to the Date of this Agreement shall indicate their election to purchase such military time on or before the second anniversary date of their hire. Any Military Service Credit Time shall be added to each employee's current service only after such employee has qualified for normal retirement.

#### Section 13.1 1

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, 2001, provided approval is received by that time.

#### Section 13.12

Effective July 1, 2000, eligible dependents of deceased employees who retire under the Town of Fairfield Employees' Retirement System shall continue to be covered by the Health Benefit provisions as listed in Article X, Section 10.08, with no premium costs to the eligible dependent(s). Such coverage shall be changed to a Medicare Carve-Out upon reaching age 65. The cost of Medicare Part B shall be paid by the Dependent. Coverage shall cease if the eligible dependent remarries or when the dependent dies.

#### Section 13.13

Dependent retiree insurance coverage and pension are only available to those who are dependents of the retiree at the time of retirement, not to anyone who may become a dependent of the retiree subsequent to the date of retirement.

#### Section 13.14

All employees hired after April 1, 2011 shall participate in a 401 (a) type pension plan with no eligibility or vesting rights in the Town's existing Pension System. The employee shall be required to contribute at least four (4%) percent 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 (5%) percent. The Town's contribution shall not vest until the employee has been continuously employed for five (5) years.

The Town shall provide long term disability benefits (LTD) for the permanent and total disability of employees hired on or after April 1, 2011 at the rate of fifty (50%) percent of salary. This benefit will be provided through insurance.

# ARTICLE XIV- FUNERAL LEAVE

#### Section 14.01

In the event of a death occurring in the immediate family, employees may request time off with pay for up to four (4) consecutive working days (a maximum of six (6) calendar days) immediately following the date of death. Employees may also elect to use one of the foregoing paid days off to attend a Memorial Service that may occur subsequent to the sixth (6<sup>th</sup>) calendar day. Immediate family is defined as: wife, husband, mother, father, civil union partner, son, daughter, mother-in-law, father-in-law, brother-in-law, brother, sister, grandmother, grandfather, and relatives customarily living in the employee's immediate household.

#### Section 14.02

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

ARTICLE XV - JURY DUTY

#### Section 15.01

If an employee of the Town is summoned for Jury Duty, the Town will pay the difference, if any, between the employee's regular pay and Jury pay for each day of required absence. This practice is intended to cover only those employees summoned to jury service. It is not intended to cover those who may volunteer for Jury Duty.

# ARTICLE XVI- MILITARY RESERVE TRAINING

#### Section 16.01

If any member of the Military Reserve or National Guard. is called for annual training, the Town will pay the difference, if any, between the employee's 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 employee's vacation.

# ARTICLE XVII - LEAVES OF ABSENCE

#### Section 17.01

An employee requesting a leave of absence without pay may be granted the same at the discretion of the Town upon reasonable cause being given. 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, hospital and life insurance benefits for the employee shall remain in effect, if the employee contributions covering the duration of the leave 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 leave of absence will forfeit 1/10<sup>th</sup> of the vacation pay earned as of the following July 1<sup>st</sup> for each thirty (30) days of absence.

#### Section 17.02

Employees shall be entitled to unpaid leave in accordance with the Federal Family Medical Leave Act.

# **ARTICLE XVIII - GRIEVANCE PROCEDURE**

#### Section 18.01

The purpose of this procedure is to provide an orderly method of adjusting grievances. Any employee or group of employees who feel aggrieved concerning their wages, hours or conditions of employment, which wages, hours or conditions of employment are controlled by this Contract or by any rule or regulation which is not in conflict with this Contract, including any claim of unjust discrimination, may seek adjustment in the step order listed below:

Disciplinary action will be accordance with the following procedure. For the first infraction an oral warning will be given, for the second infraction a written warning will be given to the employee; subsequent infractions may be cause for suspension or discharge. In the case of suspension, the Town will give the Union a written explanation of the reasons within the same day, if practical, and in no event later than twenty-four (24) hours after the suspension. In the event of discharge for disciplinary or other reasons, there will first be a one (1) week period of suspension, at the end of which the Town may complete the discharge. With the exception of suspension preceding discharge, the Town may deviate from the normal procedure at its discretion to handle infractions, which it deems of unusual seriousness.

No matter shall be subject to grievance unless taken up within seven (7) calendar days after its most recent occurrence. Any grievances not processed to the next step of the grievance procedure within the specified time limits shall be deemed to be settled on the basis of the Town decision so given. If the Town fails to meet with the Union within the time specified herein, a grievance shall automatically be moved to the next following step of the grievance procedure.

Only matters specifically covered under the individual sections of this Agreement may be grieved about and be subject to the grievance procedure. Agreement provisions allegedly violated shall be specifically enumerated in the presentation of the grievance.

- A. <u>STEP ONE</u>: The employee and their Union Representative shall first discuss the problem with the employee's immediate supervisor. If the problem is not resolved within the period of time agreed upon by both the employee and the supervisor, or in the absence of such agreement, within two (2) working days, the employee may initiate Step Two of the Grievance Procedure.
- B. <u>STEP TWO</u>: If the employee and their Union Representative believe there should further review; the facts pertaining to the problem shall be presented in writing to the department head and a copy to the Director of Human Resources by the Union Representative within five (5) calendar days of the decision rendered in Step One. If no notice is filed within five (5) days, the decision made in Step One will stand without being subject to further appeal. Upon receiving written notice of the problem, the department head will render a decision in writing within five (5) calendar days.
- C. <u>STEP THREE</u>: If the employee and their Union representative believe there should be further review, the facts pertaining to the problem shall be presented in writing to the First Selectman, or designee, by the Union within five (5) calendar days of the decision rendered in Step Two. If no written notice is filed within five (5) calendar days, the decision made in Step Two will stand without being subject to further appeal.

Within five (5) working days, the First Selectman, or designee, shall meet with the Union to discuss the problem. The First Selectman, or designee, shall render a decision in writing within three (3) working days after the meeting.

D. <u>STEP FOUR</u>: If the employee and/or the Union feels there should be further review, the Union shall file a notice of intent, in writing with the Human Resources Office, to submit the matter to expedited arbitration by the Connecticut State Board of Mediation and Arbitration. If such notice is not filed within thirty (30) days of the decision rendered in Step Three, such decision will stand without being subject to further appeal, however, such period may be extended by mutual agreement of both parties. The parties shall mutually select a neutral arbitrator on the Connecticut State Board of Mediation and Arbitration approved list of arbitrators to serve as the neutral arbitrator. The findings of the arbitration shall be final and binding on both parties.

#### Section 18.02

When it becomes necessary to process a grievance under the procedure outlined in this Article during normal working hours, the Town shall pay one (1) representative, designated by the Union, for reasonable time spent necessary to be present the grievance in Step One and Step Two. When a grievance is carried to Step Three and Step Four, under the grievance procedure, the Town will pay not more than two (2) designated representatives for reasonable time spent necessary to present the grievance in these steps.

#### Section 18.03

The Town will not make any pay allowance to any member of the Union negotiations committee for time spent in the negotiation of contracts, except however, when such negotiations are scheduled by the Town during the normal work week hours, the Town agrees to pay those members in attendance their regular hourly rate of pay for time spent in negotiations.

#### Section 18.04

All questions of arbitrability shall be submitted to and decided by the arbitrator(s).

# ARTICLEXIX - BULLETIN BOARDS

#### Section 19.01

The Town and the Union will agree upon the number of and location of bulletin boards to be made available for the use of the Association for the posting of notices. All postings are subject to the approval of the First Selectman or his designated representative. An additional bulletin board will be located in the 2<sup>nd</sup> floor lounge at Old Town Hall.

# ARTICLE XX - MANAGEMENT CLAUSE

#### Section 20.01

Except as herein provided in this Agreement, the right of the Town in all respects to manage its business, operations and affairs, to subcontract, to establish wages, hours and other terms and conditions of employment; and to change, combine, establish or discontinue jobs or operations, shall be unimpaired. The Town's not exercising any right hereby reserved to it, or its exercising any right in a particular way, shall not be deemed as a waiver of any such right or preclude the Town from exercising the same in some other way not in conflict with the expressed terms of this Agreement.

# **ARTICLE XXI - PRIOR PRACTICE**

#### Section 21.01

Nothing in the Agreement shall be construed as abridging any right, benefit or privilege that the employees of the Town have enjoyed heretofore, unless such practice has been superseded by a provision(s) of this Agreement.

# ARTICLE XXII - PERSONAL DAYS

#### Section 22.01

Each eligible employee shall be granted three (3) personal days during each fiscal year. These personal days may be used for private and/or emergency business, which may arise in the life of the employee. Such private and/or emergency business shall include but not be limited to or connected with family sickness, accident, maternity or other unforeseen situations.

#### Section 22.02

Each employee shall notify their department head or the Director of Human Resources if the department head is not available, as soon as possible after concluding that such personal day must be taken.

# ARTICLE XXIII - UNIFORMS

#### Section 23.01

All Library personnel will wear a name tag with the words "Library Staff' on it.



#### Section 24.01

The Town will pay up to one hundred twenty-five dollars (\$125.00) by separate check with an original receipt presented to Human Resources, for one pair of safety shoes to inspectors and field workers in the following departments: Assessors, Town Planning & Zoning, Building, Health, Engineering, Sewer, and Conservation Department. Also, the Town is required to provide rain gear, helmets, gloves, safety goggles, and foul weather gear for the members whose duties require them.

## ARTICLE XXV - NON-DISCRIMINATION CLAUSE

#### Section 25.01

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 persons or groups of persons on the grounds of race, color, religion, creed, age, sex, marital status, national origin, disability or veteran status.

Both parties to this Agreement agree that sexual harassment of any employee by another employee is absolutely prohibited. Any employee who feels he or she is being subjected to sexual harassment may contact one of the persons below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

1. The employee's immediate supervisor.

- 2. The Director of Human Resources.
- 3. The First Selectman.

The employer will advise the employee of their right to have Union representation.

### ARTICLE XXVI – RECLASSIFICATION IMPLEMENTATION

#### Section 26.01

The Town and the Union have agreed upon a system of reclassifying positions in accordance with the Appendices annexed hereto. As part of said reclassification, the Town and the Union agree as follows:

- a) A pay increase within a Labor Grade (classification) for Step 3 and Step 4 position rate shall be in recognition of normal growth and satisfactory performance within established ranges and shall be awarded on the anniversary date of one (1) year following the date that the current salary step was granted. These increases are identified as "step increments". Employees shall be granted step increments unless the Department Head certifies that the employee has not demonstrated the growth and performance normally expected. A step increment may be withheld if the Supervisor's performance appraisal identifies 25% of the specific characteristics which "Need Improvement" on the Employee Service Report annexed hereto as Appendix E. The performance appraisal shall be subject to the Grievance Procedure. Employees with three (3) or more years of service in their existing grades shall be deemed to have satisfied the requirements of a Performance Appraisal. Employees who move to positions in a different labor grade, shall be required to attain a satisfactory evaluation in order to obtain the pay increases for Steps Three (3) and Four (4) of the new Labor Grade.
- b) Any employee who is not satisfied with the classification for his/her position may appeal such classification to a three-person Committee consisting of the Finance Director of the Town of Fairfield; Director of Human Resources of the Town of Fairfield, and one individual designated by the Union. If the employee is not satisfied with the decision of such Committee, such employee shall have available the grievance procedure set forth in Article XVIII.

#### Section 26.02

The parties agree that Appendix E shall be reviewed and modified as appropriate for classification and compensation. However, nothing in this classification study shall be construed as a waiver of the parties' rights to bargain over mandatory subjects of bargaining.

**Job Evaluation by Human Resources:** In order to preserve the integrity and currency of the staff classification and compensation structure, Human Resources shall conduct a review of Appendix E. The overall goals of this compensation and classification study include:

- To ensure market/internal structure alignment
- To simplify classification structures
- To identify paths for career progression
- To address recruitment and retention needs
- To review minimum qualifications for classification or classification series
- (a) The completion of the evaluation shall be within twelve months from the date the Agreement is signed by the Parties and shall include analyzing potential classification and classification series in consideration of the following factors:
  - Nature or type of work performed
  - Level of responsibility
  - Impact of position on the unit, department, or operations
  - Reporting relationships
  - Scope of duties
  - Complexity of work
  - Supervision received
  - Supervision exercised
  - Knowledge, qualifications and skills required to perform the duties
  - Recruitment and retention
  - License, certification, or degree

During the evaluation process, the parties shall meet quarterly as part of the Labor-Management Committee regarding the status of the study and for Human Resources to obtain input from the Union.

# ARTICLE XXVII - USE OF TOWN VEHICLES

#### Section 27.01

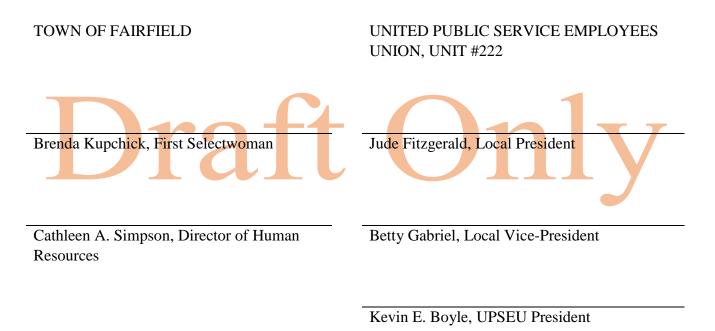
The use of Town vehicles shall be limited to on the job usage as required to perform his or her job. The Town vehicles shall not be used for personal use

# ARTICLE XXVIII - EFFECTIVE DATE AND DURATION OF AGREEMENT

#### Section 28.01

This Agreement shall remain in force and effect for a period from July 1, 2017 through June 30, 2021. It will remain in effect each year thereafter unless either party gives notice to the other of its intention to modify or terminate the agreement. If said notice to the other party is not given in writing not earlier than January 1, 2021 nor later than February 1, 2021 this Agreement shall remain in full force for the next fiscal year.

IN WITNESS HEREOF,	THE PARTIES	HAVE CAUSED	THEIR NAMES	TO BE
SIGNED ON THIS	_DAY OF		, 2023.	



Mark Sheehan, Labor Relations Representative

Ratified by the RTM:

#### LETTER OF MEMORANDUM

The following letter is an understanding between the parties as to the subject of "Hours of the Library".

- 1. The hours of the staff of the Libraries of the Town of Fairfield shall be and remain consistent as to what hours are set on the effective date of this Agreement.
- 2. The Town of Fairfield and the Library Board shall retain the right to change the hours of the Library at any time.
- 3. If the Town of Fairfield and/or the Library Board so choose to make any changes in the hours of the Library employees, they shall have the obligation to negotiate the effects of such change(s).

# APPENDIX A

THEA	July 1, 2021 - June 30, 2022	2.25%	1.0225		10 Years	15 Years	20 Years
Grade	Step 1	Step 2	Step 3	Step 4	Step 4	Step 4	Step 4
1	\$ 45,165	\$ 47,544	\$ 49,620	\$ 52,594	\$ 54,585	\$ 56,575	\$ 58,565
2	\$ 46,944	\$ 49,620	\$ 52,295	\$ 55,433	\$ 57,424	\$ 59,413	\$ 61,403
3	\$ 49,620	\$ 52,295	\$ 54,970	\$ 58,268	\$ 60,259	\$ 62,249	\$ 64,239
4	\$ 52,591	\$ 55,268	\$ 58,240	\$ 61,732	\$ 63,723	\$ 65,713	\$ 67,703
5	\$ 55,563	\$ 58,538	\$ 61,511	\$ 65,199	\$ 67,189	\$ 69,179	\$ 71,169
6	\$ 58,836	\$ 61,804	\$ 65,071	\$ 68,976	\$ 70,967	\$ 72,956	\$ 74,946
7	\$ 62,106	\$ 65,371	\$ 68,932	\$ 73,068	\$ 75,059	\$ 77,048	\$ 79,038
8	\$ 65,967	\$ 69,529	\$ 73,094	\$ 77,476	\$ 79,467	\$ 81,456	\$ 83,446
9	\$ 70,474	\$ 73,690	\$ 77,555	\$ 82,207	\$ 84,198	\$ 86,188	\$ 88,177
10	\$ 74,581	\$ 78,443	\$ 82,583	\$ 87,560	\$ 89,551	\$ 91,540	\$ 93,530
11	\$ 79,633	\$ 84,092	\$ 88,249	\$ 93,541	\$ 95,532	\$ 97,522	\$ 99,512
12	\$ 86,170	\$ 90,329	\$ 95,082	\$100,790	\$102,781	\$104,770	\$106,760
Longevity							
Employees with ten (10) years continuous service shall rece			ve			\$ 1,991	
Employees with fifteen (15) years continuous service shall receive						\$ 3,981	
Employees with tw	enty (20) years continuous ser			\$ 5,970			

#### APPENDIX B

THEA	July 1, 2022 - June 30, 2023	2.50%	1.025		10 Years	15 Years	20 Years		
Grade	Step 1	Step 2	Step 3	Step 4	Step 4	Step 4	Step 4		
1	\$ 46,294	\$ 48,733	\$ 50,861	\$ 53,909	\$ 55,950	\$ 57,989	\$ 60,029		
2	\$ 48,118	\$ 50,861	\$ 53,602	\$ 56,819	\$ 58,860	\$ 60,898	\$ 62,938		
3	\$ 50,861	\$ 53,602	\$ 56,344	\$ 59,725	\$ 61,765	\$ 63,805	\$ 65,845		
4	\$ 53,906	\$ 56,650	\$ 59,696	\$ 63,275	\$ 65,316	\$ 67,356	\$ 69,396		
5	\$ 56,952	\$ 60,001	\$ 63,049	\$ 66,829	\$ 68,869	\$ 70,908	\$ 72,948		
6	\$ 60,307	\$ 63,349	\$ 66,698	\$ 70,700	\$ 72,741	\$ 74,780	\$ 76,820		
7	\$ 63,659	\$ 67,005	\$ 70,655	\$ 74,895	\$ 76,935	\$ 78,974	\$ 81,014		
8	\$ 67,616	\$ 71,267	\$ 74,921	\$ 79,413	\$ 81,454	\$ 83,492	\$ 85,532		
9	\$ 72,236	\$ 75,532	\$ 79,494	\$ 84,262	\$ 86,303	\$ 88,343	\$ 90,381		
10	\$ 76,446	\$ 80,404	\$ 84,648	\$ 89,749	\$ 91,790	\$ 93,829	\$ 95,868		
11	\$ 81,624	\$ 86,194	\$ 90,455	\$ 95,880	\$ 97,920	\$ 99,960	\$102,000		
12	\$ 88,324	\$ 92,587	\$ 97,459	\$103,310	\$105,351	\$107,389	\$109,429		
Employees with te	n (10) years continuous servic	e shall recei	ve			\$ 2,041			
Employees with fifteen (15) years continuous service shall receive						\$ 4,081			
Employees with tw	enty (20) years continuous se			\$ 6,119					

#### APPENDIX C

THEA	July 1, 2023	- June 30, 2024	2.50%	1.025		10 Years	15 Years	20 Years
Grade		<u>1</u>	2	3	4	Step 4	Step 4	Step 4
TH1	\$	47,451	\$ 49,951	\$ 52,133	\$ 55,257	\$ 57,349	\$ 59,439	\$ 61,530
TH2	\$	49,321	\$ 52,133	\$ 54,942	\$ 58,239	\$ 60,332	\$ 62,420	\$ 64,511
TH3	\$	52,133	\$ 54,942	\$ 57,753	\$ 61,218	\$ 63,309	\$ 65,400	\$ 67,491
TH4	\$	55,254	\$ 58,066	\$ 61,188	\$ 64,857	\$ 66,949	\$ 69,040	\$ 71,131
TH5	\$	58,376	\$ 61,501	\$ 64,625	\$ 68,500	\$ 70,591	\$ 72,681	\$ 74,772
TH6	\$	61,815	\$ 64,933	\$ 68,365	\$ 72,468	\$ 74,560	\$ 76,650	\$ 78,741
TH7	\$	65,250	\$ 68,680	\$ 72,421	\$ 76,767	\$ 78,858	\$ 80,948	\$ 83,039
TH8	\$	69,306	\$ 73,049	\$ 76,794	\$ 81,398	\$ 83,490	\$ 85,579	\$ 87,670
TH9	\$	74,042	\$ 77,420	\$ 81,481	\$ 86,369	\$ 88,461	\$ 90,552	\$ 92,641
TH10	\$	78,357	\$ 82,414	\$ 86,764	\$ 91,993	\$ 94,085	\$ 96,175	\$ 98,265
TH11	\$	83,665	\$ 88,349	\$ 92,716	\$ 98,277	\$100,368	\$102,459	\$104,550
TH12	\$	90,532	\$ 94,902	\$ 99,895	\$105,893	\$107,985	\$110,074	\$112,165
Employees v	vith ten (10) years	continuous service	shall recei	ve			\$ 2,092	
Employees with fifteen (15) years continuous service shall receive							\$ 4,183	
Employees with twenty (20) years continuous service shall receive							\$ 6,272	

#### APPENDIX D

THEA	July 1, 2024	- June 30, 2025		2.50%		1.025		10	Years	15	Years	20	Years
Grade		<u>1</u>		2		3	4	St	ep 4	St	ep 4	St	ep 4
TH1	\$	48,637	\$	51,200	\$		\$ 56,638	\$	58,782	\$	60,926	\$	63,067
TH2	\$	50,554	\$	53,436	\$	56,316	\$ 59,695	\$	61,839	\$	63,983	\$	66,124
TH3	\$	53,436	\$	56,316	\$	59,197	\$ 62,748	\$	64,892	\$	67,036	\$	69,177
TH4	\$	56,635	\$	59,518	\$	62,718	\$ 66,478	\$	68,622	\$	70,766	\$	72,907
TH5	\$	59,835	\$	63,039	\$	66,241	\$ 70,213	\$	72,357	\$	74,501	\$	76,642
TH6	\$	63,360	\$	66,556	\$	70,074	\$ 74,280	\$	76,424	\$	78,568	\$	80,709
TH7	\$	66,881	\$	70,397	\$	74,232	\$ 78,686	\$	80,830	\$	82,974	\$	85,115
TH8	\$	71,039	\$	74,875	\$	78,714	\$ 83,433	\$	85,577	\$	87,721	\$	89,862
TH9	\$	75,893	\$	79,356	\$	83,518	\$ 88,528	\$	90,672	\$	92,816	\$	94,957
TH10	\$	80,316	\$	84,474	\$	88,933	\$ 94,293	\$	96,437	\$	98,581	\$	100,722
TH11	\$	85,757	\$	90,558	\$	95,034	\$ 100,734	\$	102,878	\$	105,022	\$	107,163
TH12	\$	92,795	\$	97,275	\$	102,392	\$ 108,540	\$	110,684	\$	112,828	\$	114,969
Employees with ten (10) years continuos service shall receive \$						2,144							

Employees with fifteen (15) years continuos service shall receive\$ 4,288Employees with twenty (20) years continuos service shall receive\$ 6,429

# Appendix "E"

	THEA
GRADE	POSITION TITLE
THI-I	Custodian
	Engineering Aide/Drafter
	Mailroom Service Worker
TH-2	Clerk-Typist
TH-3	Accounting Clerk
	Secretary "C"
	Library Aide
	Data Entry Clerk
	Account/Payroll Clerk
	School Health Aide
	Cashier
	Clerk Typist
	Community & Economic Develop.
TH-4	Specialist
16-4	Library Aide
	Instrument Operator/Drafter -Computer Operator
	Voter Registration Administrative Secretary
	Senior Accounting Clerk
	Conservation Administrative Secretary
TH-5	Secretary "B"
	Accounting Clerk - Public Works
	Fire Marshal Administrative Secretary
	Marina Coordinator
	Platform Scale Operator Planner-Drafter
	Parts Clerk
	Delinquent Tax Collector
	Junior Buyer
	Voter Registration Administrative Secretary
TH-6	Secretary "A"
	Administrative Assistant - Purchasing
	Junior Buyer
	Dental Hygienist
	Payroll Clerk
	Housing Inspector

	Library Associate Recycling Coordinator Catalog Reference Assistant Library Technical Assistant WPCA Administrative Secretary Engineering Drafter Caseworker - Social Services Building Inspector Sanitarian "B" Inspector-Town Planning & Zoning Youth and Recreation Coordinator Reference Librarian
тн-8	Assistant Survey Crew Assistant Animal Control Officer Coordinator Circulation Library Grant Coordinator Parks and Recreation Service coordinator Coordinator Accounting Services Building Inspector "B" Coordinator Circulation Library
TH-9	Planner-Town Planning & Zoning Assistant Director-Purchasing WPCA Inspector Coordinator Circulation Library Reference Librarian Associate Analyst
TH-IO	Chemist-WPCA Senior Assessor Building Inspector "A" Health Educator Branch Reference Librarian Municipal Web Librarian Branch Children's Librarian Survey Crew Chief
TH-12	Sanitarian "A" Assistant Building Official

#### Appendix F

Employee		
Town		
Fairfield,	Connecticut	06430

Employee:

Date:

Department:

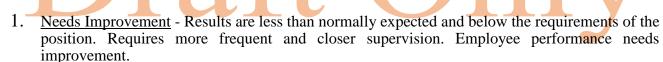
Classification:

Period of Review:

<u>Purpose</u>: To improve Town service and employee job satisfaction through review of the employee's performance and accomplishments on assigned responsibilities, plans and objectives.

This Employee Service Report is to be made annually on each employee. To obtain valid results, deliberate and thorough consideration of each rating factor is necessary. You are asked to use your own independent judgment. Circle the appropriate rating per the following:

**Definition** of Rating Factors



- 2. <u>Satisfactory</u> Performance which is satisfactory and consistent with job requirements. Assignments are accomplished with minimal supervision and direction. Performance level is as expected of a fully qualified and experienced employee in the position.
- 3. <u>Above Average</u> Performance consistently exceeds that which the job requires.

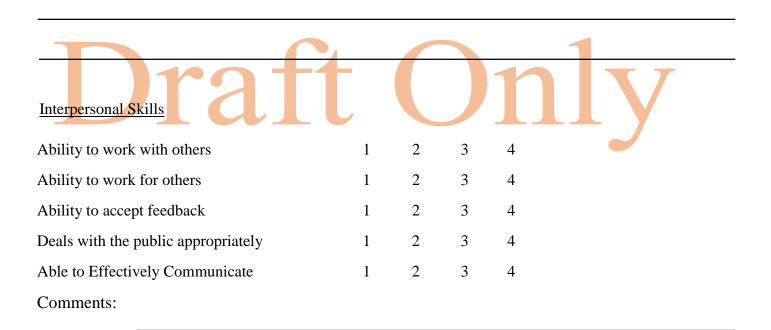
to

4. <u>Outstanding</u> - Ranks with the very best.

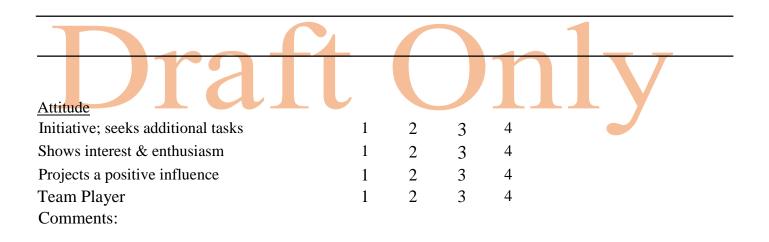
# SINCE THIS FORM SHOULD BE USED TO FACILITATE COMMUNICATION IT IS IMPORTANT THAT COMMENTS ARE USED TO IDENTIFY AN EMPLOYEE'S STRENGTHS AND WEAKNESSES. The employee will receive the form when the manager does. This will also help to identify the types of training needed for improvement or for professional development. Both parties should have the form filled out at the actual review. An employee must first go to their department manager if an evaluation is not given three weeks from the annual review. If no response is given then employee should go to the Human Resources Department.

#### Work Ethic

Promptness in reporting for work	1	2	3	4
Dresses appropriately for the job	1	2	3	4
Starts work promptly	1	2	3	4
Uses time responsibly	1	2	3	4
Absenteeism	1	2	3	4
Comments:				



Performance				
Knowledge of work	1	2	3	4
Ability to understand directions	1	2	3	4
Shows ingenuity - creative problem solving	1	2	3	4
Volume of work	1	2	3	4
Quality of work	1	2	3	4
Ability to meet specific job assignments	1	2	3	4
Comments:				



# Supervisory Skills & Characteristics

Number of people supervised				
Type (level) of supervision				
<u>Quality of Supervision</u> Accomplishment of Dept. Goals & Objectives	1	2	3	4
Ability to motivate employees	1	2	3	4
Ability to delegate/assign work	1	2	3	4
				4

Comments:



# Overall Rating of the Employee

1.	Needs improvement	
2.	Satisfactory	
3.	Above Average	
4.	Outstanding	
Co	omments:	

Do	you	recom	mend	that	this	emplo	yee	be	given	a	merit	salary	incr	rease	? (	Check	c one	)

Yes \_\_\_\_\_ No\_\_\_\_\_ Employee at top of range\_\_\_\_\_

Goals:

A. List three most important goals and objectives and time frame to accomplish these:

1.

# <sup>2.</sup> Just Only

B. Significant accomplishments and contributions.

C. Areas requiring improvement:

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

Date:	_Signed: _	
		Employee
Date:	_Signed: _	
Droft		Reviewer
Date:	_Signed: _	Department Head
Employee Comments:		

#### FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE AGREEMENT ("Fifth **Amendment**"), dated as of the latter of the signature dates below, is by and between The Town of Fairfield, having a mailing address of 725 Old Post Rd Fairfield, CT 06430 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated March 15, 2000, First Amendment dated June 21, 2006, Second Amendment dated July 18, 2012, Third Amendment dated December 28, 2015, and Fourth Amendment dated November 22, 2017 whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 100 Reef Road Fairfield CT, 06824 (collectively, the "Agreement"); and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Additional Antennas. In addition to the other antennas permitted in the Agreement, Landlord consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit 1-A. Landlord's execution of this Amendment will signify Landlord's approval of Exhibit 1-A. Exhibit 1-A hereby replaces Exhibit B and C to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, Rent shall be increased by twenty thousand and No/100 Dollars (\$20,000.00) annually. Any prorated annual increase rent for the current annual term ending on 5/16/2023 will be due within 30 days of the construction commencement date, subject to adjustments as provided in the Agreement.

3. **Notices.** Section 27 of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site #: CT5022; Cell Site Name: Fairfield Police (CT) FA No: 10108711 1025 Lenox Park Blvd NE 3 <sup>rd</sup> Floor Atlanta, GA 30319
With a copy to:	New Cingular Wireless PCS, LLC Attn: Legal Department Re: Cell Site #: CT5022; Cell Site Name: Fairfield Police (CT) FA No:10035241

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:	Town of Fairfield
	Office of the First Selectman
	725 Old Post Rd
	Fairfield, CT 06430

208 S. Akard Street Dallas, TX 75202-4206

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fifth Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

#### [SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment on the dates set forth below.

#### "LANDLORD"

Town of Fairfield

By:	 
Name:	 
Title: _	 
Date: _	 

#### "TENANT"

New Cingular Wireless PCS, LLC By: AT&T Mobility Corporation Its: Manager

By:	
Name:	
Title:	
Date: _	

#### [ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

#### TENANT ACKNOWLEDGMENT

STATE OF			
COUNTY OF	) ss: )		
On the day of, and acknown AT&T Mobility Corporation, the Mattached instrument, and as such wa	owledged under oath tha Ianager of New Cingular	t he/she is the Wireless PCS, LLC, t	he Tenant named in the
	Not My	tary Public: Commission Expires:	
	ANDLORD ACKNOWL	<u>EDGMENT</u>	
STATE OF	) ) ss:		
COUNTY OF	) 55.		
•	of, 22		· · · ·

in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: \_\_\_\_\_\_ My Commission Expires: \_\_\_\_\_\_

#### EXHIBIT 1-A Page 1 of 9

See attached exhibits comprised of 9 pages, last revision date 05/12/22, prepared by Hudson Design Group, LLC.

PROJECT INFORMATION				
SCOPE OF WORK: TELEVITY INTERMENTATION THE EXERTING ANALYMINE INTERVIEW AND			9	at&t
<ul> <li>NEW ATAIT (3) Y-CABLES.</li> </ul>	SITE NUMBER: CT5022			
TEME TO BE AND/ACTOR & EXUMPENT LONGTON ADD GRID REP, NOTIFICE IN EXITING UT BACK ADD FERST NEW IN DOTING UT BACK ADD FERST NEW IN DOTING UT BACK ADD TALL PREF WANGEVENT BOX ADD TALL PREF WANGEVENT BOX ADD TALL PREF WANGEVENT BOX	SITE NAME: FAIRFIELD			
<ul> <li>INSTALL (3) 487 RECIPIERS IN DUSTING POWER FLANT</li> <li>INSTALL 7C 700 DE REH 2012 B23 X REDWAR MOUNTED USING REMAINING 6</li> <li>FEEDER LINES (TYP. OF 1 PER SECTOR, TOTAL OF 3)</li> </ul>	FA CODE: 10108711			
TEME TO BE FEMOLED: • EXEMPLATE ANDEMIA SECTOR MOUNT AND RING MOUNT (TUTAL OF 3). • EXEMPLATE RING MOUNT (TUTAL OF 1). • EXEMPLATE THAT MANERIAL 7770 (TYPL OF 1 FER SECTOR, TUTAL OF 3). • EXEMPLATE LICE ANDEMIAL 7770 (TYPL OF 1 FER SECTOR, TUTAL OF 3).	PACE ID: MRCTB051425, MRCTB051274, MRCTB051440, MRCTB051268 PROJECT: BBU RECONFIGURATION, 4TXRX ANTENNA RETROFIT, 5G NR 1SR CBAND 2021 UPGRADE			
<ul> <li>EXEMPTS FAIL THE PRELIME FOR THE SECTION (THE SECTION, TOTAL OF 3).</li> <li>EXEMPTS ATAT LITE ANTENNA 800-10865 (TYP, OF 1 PER SECTION, TOTAL OF 3).</li> <li>EXEMPTS ATAT USE ANTENNA PRA-SER-BULKET BY OF 1 PER SECTION, TOTAL OF 3).</li> </ul>				
3). • EXENTING FART DIFLEMER: LGP21601 (TMP. OF 2 FER SECTOR, TOTAL OF 6). • EXENTING FART DIFLEMER: DECODEFIVE2-1 (TMP. OF 2 FER SECTOR, TOTAL OF 6). • EXENTING FART DIFLEMENTE DECODEFIVE161-2 (TMP. OF 1 FER SECTOR, TOTAL OF 3).		1SR C	BAND 2	2021 UPGRADE
<ul> <li>EXISTING ATMAT TWA: LOP21401 (TYP. OF 2 PER SECTOR, TOTAL OF 6).</li> <li>EXISTING ATMAT RRU. 4478 B5 (TYP. OF 1 PER SECTOR, TOTAL OF 6).</li> <li>EXISTING ATMAT RRU. 4RUG-11 B2 (TYP. OF 1 PER SECTOR, TOTAL OF 3).</li> </ul>		CINITY MAP		GENERAL NOTES
<ul> <li>Bollinka Arter Mollinkus-11 Biz (10°, dr 1 EBELINK, TOTAL OF 3).</li> <li>BOLTING ARTER MOLLINGUE-12 BIG (176 PT FEEL RECTOR, TOTAL OF 3).</li> <li>BOLTING ARTER SOLUCE DOG-45-00-0-8F (TOTAL OF 1)</li> <li>TEVES TO REMANK</li> </ul>	DIRECTIONS TO SITE: TURN LEFT ONTO CAPITAL BLVD. TURN LEFT TOWARD NEW HAVEN. TAKE EXIT 17 FOR CT- MERGE ONTO CT-B S VIA EXIT 52 TOWARD TAKE THE, MILL PLAN ROAD EXIT, EVIT 21.	ONTO WEST ST. TURN LEFT TO MERGE O 15 S/W CROSS PRWY, TAKE EVIT 52 FO BIOGEORDITIMETER OWTO LASS S TOWARD	NTO I—91 S XR CT— B S.	<ol> <li>THE DOCUMENT IS THE CREATION, DESIDO, PROFERIT AND COPYRIGHTED WORK OF ATT. ANY DUPULGTION OF USE WITHOUT REVIEWS WITHING CONSENT IS STRICTLY PROHIBED, DUPULGTION AND USE BY COVERING ALERGES FOR THE PURPORES OF DONDLOTING THER LARPLLY ANTHOUSE DESULTION YAN DAMINISTIMET FUNCTIONS IS STREPT ROUTH AUTOMOD.</li> </ol>
(0) RRU'S, (2) SOUID, (6) COAX CABLES, (6) DC POWER & (2) PIBER.     100 FEE ROAD     FARFIELD, GT 06824	TAKE THE MILL PLAN ROAD EXIT, EXIT 21. POST RD/US-1 N. TURN RIGHT ONTO REEF	TURN LEFT ONTO MILL PLAIN RD. TURN RD.	LEFT ONTO	<ol> <li>THE FACULTY IS AN LUMANNED PRIVILE AND SECURD EQUIPMENT INSTALLATION. IT IS ONLY ACCESSED BY TANABOL TECHNICANS FOR PROVIDED ROUTINE AND MOTENANCE AND TECHNICAE DOES NOT REDURE ANY WATCH OR SANTARY SERIES SERVICE. THE FACULT IS NOT CONFERNED BY REDULTIONS REDURING PUBLIC ACCESS FOR ADA. REDURENTS.</li> </ol>
LATITUDE: 41.139590' N, 41' 08' 22.53" N LONGITUDE: 73.257370' W, 73' 15' 26.54" W		Without a state of the state of		3. CONTRACTOR SHALL VEHIEY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL INMEDIATELY NOTIFY THE ATRY MOBILITY REPRESENTATIVE IN WIRTING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK ON BE RESPONSIBLE FOR SAME.
TYPE OF SITE: ROOF TOP / INDOOR EQUIPMENT STRUCTURE HEIGHT: 150'-0'±				BEFORE PROCEEDING WITH THE WORK OF BE RESPONSIBLE FOR SAVE. 4. CONSTRUCTION DRAWINGS ARE VALID FOR SIX MONTHS AFTER ENGINEER OF RECORD'S STAMPED AND SIGNED SUBMITAL OFFIC LISED HEIGHN.
RAD CENTER: LTE- 130'-0"# / DOD + C-BAND- 131'-0"# & 128'-2"#	A LA STATE			SIGNED SUBMITTAE DATE LISTED HEHEM.
CURRENT USE: TELECOMMUNICATIONS FACILITY PROPOSED USE: TELECOMMUNICATIONS FACILITY	A CARLES AND	- 1. 2 a / B?		
DRAWING INDEX			(alternal)	
SHEET NO.         DESCRIPTION         REV.           T-1         TTLE SHEET         0	SALE PAR			72 HOURS
ON-1 GENERAL NOTES 0				
A-1 ROOFTOP & EQUIPMENT PLANS 0			and a state	
A-2 ANTEVNA LAYOUT PLANS 0	a tric to the man	A CAR AND AND	210100	BEFORE YOU DIG
A-3 ELEVATION 0	ANT LEVENS	ROJECT	N. Car	call toll free 1-800-922-4455
→ DETALS 0		SITE		or call 811
O-1 OROUNDING DETAILS 0     O     FF-1 IF PULNEING DIAGRAM 0				
HUDISON Design Group LLC	NUMDER: CT5022 IAME: FAIRFIELD 00 REEF RAID PIFELD, CT 06824 IFFIELD COUNTY	DE DE RESPERE DRIVE. SUITE SA ROCKY HILL, CT 06047	0 08/12/22 159.60 A 12/29/21 159.60 NO, 04TE SC4LE: 46 SHOWN	

### EXHIBIT 1-A Page 2 of 9

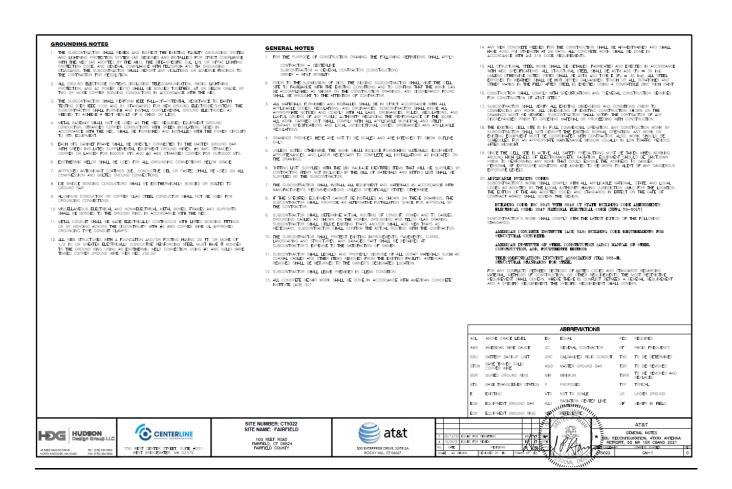
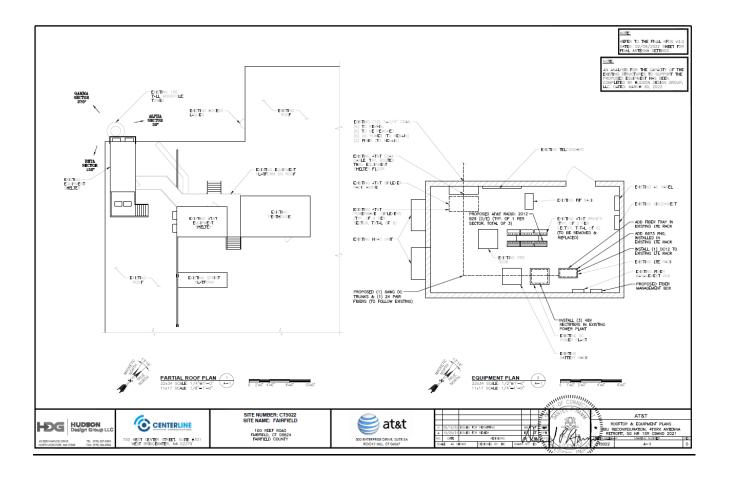
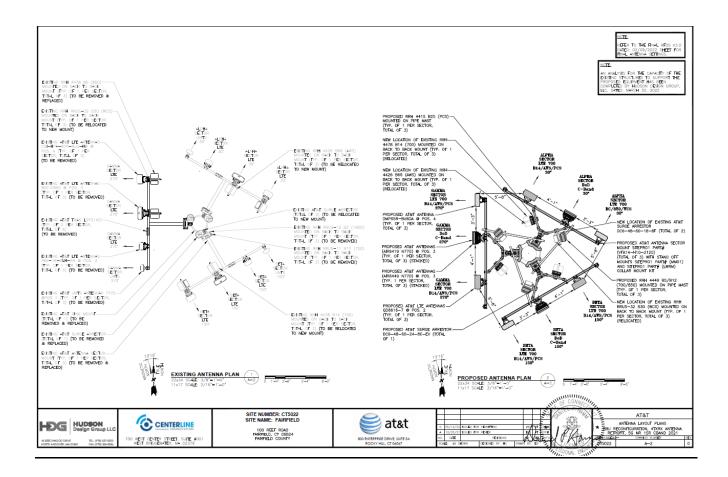


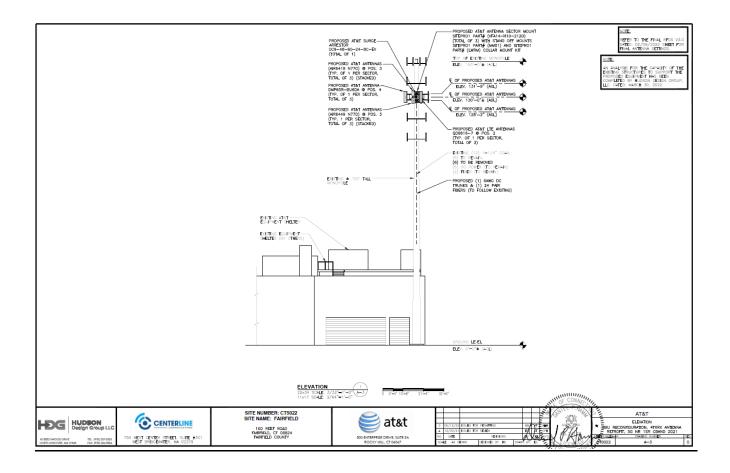
EXHIBIT 1-A Page 3 of 9



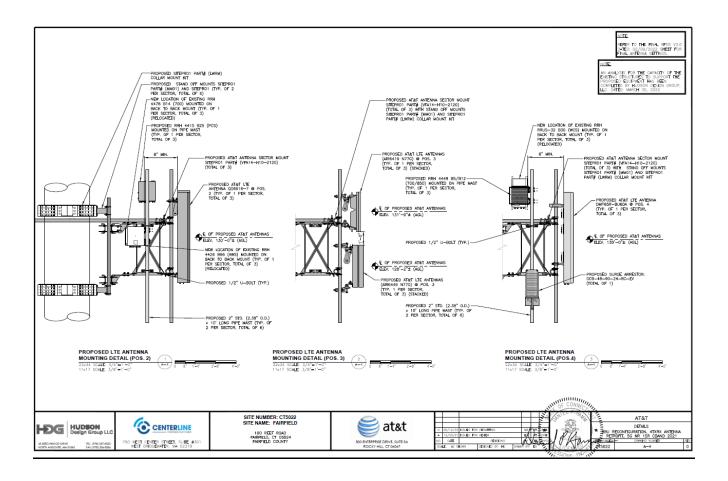
## EXHIBIT 1-A Page 4 of 9



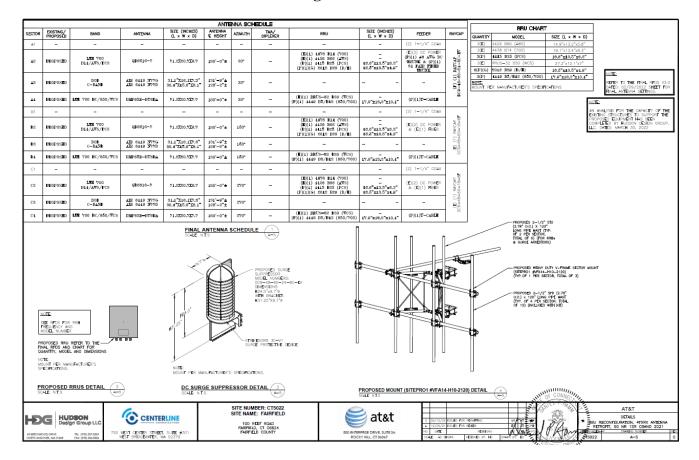
## EXHIBIT 1-A Page 5 of 9

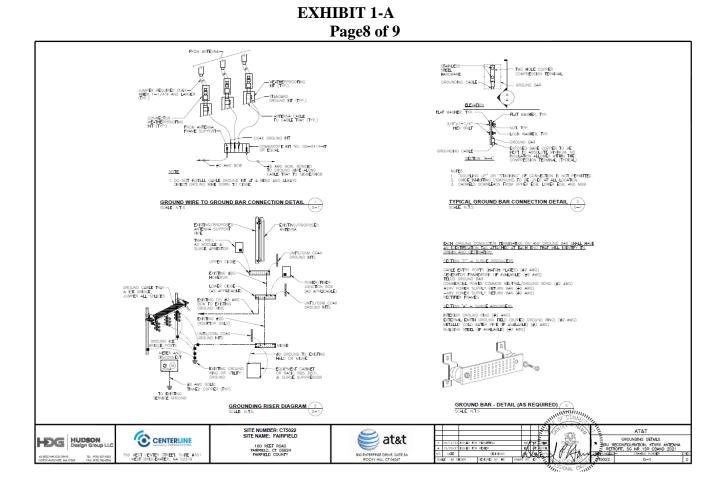


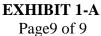
### EXHIBIT 1-A Page 6 of 9

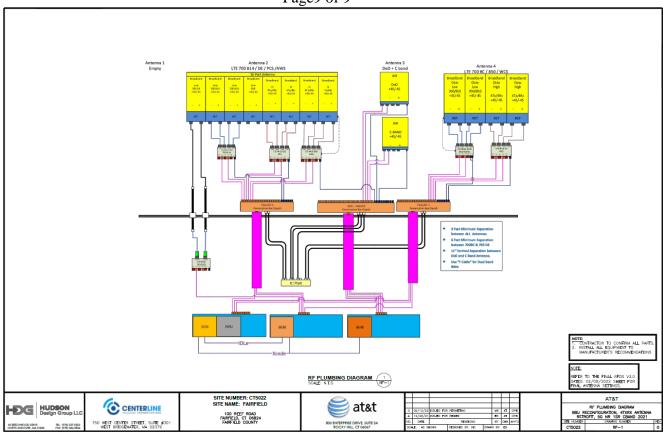


### EXHIBIT 1-A Page7 of 9









#### Notes:

- 1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
- 2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
- 3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.

4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION

LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE

### SITE LEASE AGREEMENT

This Site Lease Agreement (the "**Agreement**") is made and effective as of the date the last Party executes this Agreement (the "**Effective Date**"), by and between THE TOWN OF FAIRFIELD, a Connecticut municipal corporation, with an address of 611 Old Post Road, Fairfield, CT 06824 ("**Landlord**"), and DISH WIRELESS L.L.C., a Colorado limited liability company, having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**Tenant**," and together with Landlord, the "**Parties**," each a "**Party**").

### 1. Definitions.

"Affiliate(s)" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors managers of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"**Applicable Law**" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

**"Equipment"** means and includes the antennas, cables, wires, conduits, fasteners, connectors, cabinets and the like designed to transmit and receive radio frequency signals and customarily associated with a cellular telecommunications tower.

"Governmental Authority" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"Installation" means the installation of Tenant's Equipment at the Premises.

"Property" means that certain parcel of real property upon which the Tower is located.

"Tower" means that certain monopole tower located on the Property.

**"Upgrade Protocol"** means the Landlord's Telecommunications Facility Upgrade Protocol, a copy of which is attached as <u>Exhibit C</u>.

#### 2. Premises, Term, Rent and Contingencies.

2.1 <u>Premises</u>. Landlord is the owner of the Property located at 3965 Congress Street, Fairfield, Connecticut 06824, as more particularly described in <u>Exhibit A</u>. Landlord leases to Tenant approximately 400 square feet of space for Tenant's Equipment in connection with the use and operation of its facilities as such are initially described in <u>Exhibit B</u>, collectively referred to as the **"Premises**". Landlord also grants to Tenant: (a) the right to use any available electrical systems and/or fiber installed at the Property to support Tenant's Installation: and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any Equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third-party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s).

2.2 <u>Term</u>. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the later of sixty (60) days after the Effective Date or first (1<sup>st</sup>) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**") and will expire on the last day of the month that is one hundred eighty (180) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for one (1) additional term of sixty (60) months (the "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the Initial Term by giving Landlord written Notice at least ninety (90) days prior to the end of the Initial Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("Rent") in the amount Seventy Six Thousand and 00/100 Dollars (\$76,000.00) per year. The first Rent payment shall be made within sixty (60) days of the Commencement Date, with subsequent payments due on each anniversary of the Commencement Date. On each anniversary of the Commencement Date, the Rent shall be automatically increased by three percent (3%) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("Payment Terms"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement. Tenant will pay Landlord a fee of \$50.00 for any check returned for any reason by Landlord's bank. If the Tenant fails to pay all Rent due and owing by the tenth (10<sup>th</sup>) day following each successive anniversary of the Commencement Date during the Term, then after five (5) days' notice from Landlord to Tenant without cure, Landlord may impose a late fee equal to five percent (5%) of any amounts more than fifteen (15) days overdue in order to reimburse Landlord for the extra administrative time involved in collecting such amounts, and any payment more than fifteen (15) days overdue will bear interest from the date due to the date of actual payment at the lesser of eighteen percent (18%) per annum or the highest lawful rate permitted by state or federal law.

2.4 <u>Rent Guarantee</u>. All Rent due for the Initial Term and, unless Tenant elects not to renew this Agreement, the Renewal Term, is guaranteed by Tenant to Landlord, meaning that Tenant will not be released from its payment obligations under this Agreement if Tenant terminates this Agreement except if the reason for the termination is: (a) that Tenant is unable to operate the Installation due an event described in <u>Section 8.4</u>, Force Majeure (<u>Section 12.5</u>), or (c) Taking (<u>Section 12.3</u>); or (b) an event of Landlord's default (<u>Section 8.2</u>) which remains uncured beyond all applicable cure and grace periods.

2.5 <u>Site Development Fee.</u> Tenant shall pay Landlord a one (1) time fee in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to defray Landlord's costs associated with engineering and legal review fees, which is a condition precedent to Tenant's use of the Premises ("**Site Development Fee**"). Tenant shall pay the Site Development Fee to Landlord within sixty (60) days following the Effective Date The Site Development Fee shall be non-refundable.

Contingencies. Tenant's ability to lawfully use the Premises is contingent upon Tenant 2.6 obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "Governmental Approvals"). Tenant will endeavor to obtain all Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for the Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain the Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If any application for a Governmental Approval is rejected, conditioned, materially delayed or otherwise not approved for any or no reason ("Contingencies"), then, Tenant shall have the right, in its sole and absolute discretion, to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval, related to this Premises, issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right, in its sole and absolute discretion, to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

## 3. Use, Access and Modifications to Tenant's Equipment.

3.1 <u>Tenant's Permitted Use</u>. Tenant shall have the right to use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, installation of Tenant's Equipment) ("**Tenant's Permitted Use**"). Subject to Tenant's compliance with the Upgrade Protocol, Tenant's Permitted Use includes the right to replace, repair, upgrade, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates. If radio frequency signage and/or barricades are required by Applicable Law, then Tenant shall have the right to install the same on the Property.

3.2 <u>Access</u>. Commencing on the Effective Date and continuing throughout the Term and subject to <u>Section 6.3</u>, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises. Further, Landlord grants to Tenant the right of ingress and egress to the Tower and the Premises.

3.3 <u>Maintenance, Repairs, Modifications and Upgrades</u>. The drawings and descriptions indicated on <u>Exhibit B</u> specifically describe the quantity of Equipment, the numbers, and locations of antennas, and the locations of cables to be installed within the Premises. In the event of a conflict between the general description set forth above, and the specific descriptions drawn and depicted on

<u>Exhibit B</u>, then <u>Exhibit B</u> shall govern. The descriptions and depictions indicated on <u>Exhibit B</u> are specific to the equipment and specifications on <u>Exhibit B</u>. Tenant has no future right to modify <u>Exhibit B</u> after the Effective Date without a duly executed written amendment to this Agreement. Tenant shall have the right to complete the installation of the Equipment indicated on <u>Exhibit B</u> and to maintain and repair the Equipment indicated on <u>Exhibit B</u> without Landlord's consent. All modifications and upgrades of Tenant's Equipment are subject to the Upgrade Protocol attached as <u>Exhibit C</u>. Tenant shall not attempt to circumvent the Upgrade Protocol or commence modification or upgrade work unless and until Tenant has fully complied with the Upgrade Protocol.

## 4. Utilities, Liens and Taxes.

4.1 <u>Utilities</u>. Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant at the Premises and Tenant shall pay the utility company directly. So long as this Agreement remains in effect, Landlord at all times shall provide Tenant with access to the utilities at the Property so that the Premises shall have electrical, gas and telephone service. In connection with the electric, gas and telephone utility sources located on the Property that is/are necessary for Tenant to operate its Installation, Landlord agrees to grant the local utility provider the right to install its equipment or other improvements on, over and/or under the Property and Landlord shall cooperate in connection therewith, including without limitation, executing any documents, permitting any testing and performing any work such utility provider requires in connection with same.

4.2 <u>Liens</u>. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Tower, Premises or the Property. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of the lien as security for its payment within the ninety (90) day period, and thereafter diligently contests such lien. If Tenant fails to deposit the security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 <u>Taxes</u>. Landlord acknowledges that the Property and the Tower are at present exempt from real property taxation because Landlord is a municipality. Tenant shall be liable for all taxes against Tenant's Equipment, personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of the reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

## 5. Interference and Relocation of Tenant's Equipment.

5.1 <u>Interference</u>. Tenant shall not cause Interference (as defined below) with any other equipment installed on the Tower as of the Effective Date. Following the Effective Date, Landlord shall not install, or to permit others to install, any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof,

Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until the Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate Tenant's Equipment to a mutually agreed upon location on the Property (a "Temporary Location") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or on the Tower, provided that: (a) Tenant shall pay the costs of the Temporary Relocation of Tenant's Equipment and receive a rental abatement until Tenant recoups all of the cost of the Temporary Relocation of Tenant's Equipment as well as the costs incurred by Tenant in moving Tenant's Equipment back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Tower or the Property (an "Emergency"), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate Tenant's Equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

### 6. Maintenance and Repair Obligations.

6.1 <u>Landlord's Maintenance of the Tower</u>. Landlord represents and warrants that, as of the Effective Date, the Tower, the Tower's systems and all structural elements of the Tower are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Tower and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents or contractors. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care.

6.2 <u>Tenant Maintenance of Tenant's Equipment</u>. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in <u>Section 6.1</u>. Tenant shall perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner.

6.3 <u>Access to Premises</u>. Landlord shall allow Tenant access to the Premises during ordinary business hours (8:00 a.m. – 4:30 p.m., Monday through Friday) for regular or routine maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week for unscheduled repairs and other emergency purposes. If Tenant needs access after ordinary business hours, Tenant will endeavor to give Landlord prior notice, if feasible. Except for emergency access, prior to access to the Property, Tenant shall provide a minimum of 24 hours' prior e-mail <u>and</u> telephone notice to the Landlord's Designated Site Representative so that arrangements can be made for an employee or consultant of the Landlord to accompany the contractors or technicians. As of the Effective Date, the **"Designated Site Representative"** is Jared Schmitt, Chief Fiscal Officer, (203) 256-3032, JSchmitt@fairfieldcdt.org. Landlord reserves the right to change the name and/or contact information of the Designated Site Representative upon written notice to the Tenant. All contractors and technicians must carry and provide proper identification at all times. If, after Tenant's initial installation as indicated on <u>Exhibit B</u>, Tenant's presence at the Property exceeds three one-half days per calendar month, Tenant shall reimburse the Landlord to cover the actual

commercially reasonable costs associated with having an employee or consultant on site beyond the three one-half days. A half day shall be calculated as any time beyond four (4) hours. Any time beyond four (4) hours on any given day shall be counted as a second 1/2 day. Except in the event of an emergency, no work shall be permitted on weekends or holidays unless specifically authorized by the Designated Site Representative. Landlord shall permit emergency work or a project having extenuating circumstances on weekends, holidays or outside ordinary 8:00 a.m. to 4:30 p.m. business hours, provided Tenant agrees to reimbursement of the Landlord's employee or consultant, at an hourly rate of \$150.00 per hour. In order for any inspection, repair, maintenance, modification or upgrade work to be performed which will include the need for any climbing on the Tower, the following information/documentation will be required: (a) a letter describing the scope of work to be done; (b) letter indicating that the contractor or contractors, is/are authorized to perform the work on behalf of the Tenant; (c) photo ID for each technician who will be on site; (d) a climbing certificate/certification for each technician who will be climbing the Tower; and (e) an insurance coverage with limits at least as high as those described in Section 10.2 and including the Landlord as certificate holder and additional insured.

6.4 <u>Inspections</u>. Landlord has the right to retain an independent engineering firm to conduct annual structural and safety inspections of the Premises and the Tower. Tenant will pay its proportionate share (i. e., 1/3 or ¼, depending on the number of carriers co-locating on the Tower) of the cost of each annual inspection within sixty (60)days of receipt of an invoice from Landlord. Landlord will deliver to Tenant a copy of each inspection report upon request. If an inspection report commissioned by Landlord contains a recommendation by the engineering firm for repair or improvement of Tenant's Installation or a recommendation that Tenant modify Tenant's Equipment for the safety and integrity of , then Tenant shall comply with the recommendation within a commercially reasonable period of time, not to exceed sixty (60) days, at Tenant's sole cost and expense.

6.5 <u>Construction</u>. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of construction of the Installation. The Tenant's Installation shall remain the exclusive property of Tenant and shall not be considered fixtures.

## 7. Surrender and Hold Over.

7.1 <u>Surrender</u>. Within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions, alterations and improvements to the Premises, in either case, normal wear and tear excepted. Rent will accrue during the Equipment Removal Period. If Tenant's Equipment is not removed prior to the expiration of the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in <u>Section 7.2</u>) until Tenant's Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period. Tenant will, at Tenant's expense, promptly repair any and all damage to the Tower and the Premises caused by Tenant's contractors and technicians while removing Tenant's Equipment. If Tenant fails to promptly repair any damage to the Tower caused by Tenant's contractors and technicians while removing Tenant's Equipment, Landlord may, but shall have no obligation to, repair the damage and forward an invoice or invoices and supporting documentation to Tenant for payment.

Tenant will pay any invoices delivered by Landlord pursuant to the immediately preceding sentence within sixty (60)days of receipt.

7.2 <u>Hold Over</u>. If Tenant occupies the Premises beyond the Equipment Removal Period or any period upon lease expiration, without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during the Hold Over period, except that Tenant shall pay Landlord a rental fee at the rate of one hundred fifty (150%) of the Rent applicable at the expiration or termination of the Agreement. Tenant's payments shall be paid on the first day of each month in advance for the duration of the Hold Over.

### 8. Default, Remedies and Termination.

8.1 <u>Default By Tenant</u>. If there is a breach by Tenant with respect to any of the provisions of this Agreement or Tenant's obligations under this Agreement, including, without limitation, the timely payment of Rent, Landlord shall give Tenant written notice of the breach. After receipt of written notice, Tenant shall have thirty (30) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided that Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Landlord may not maintain any action or effect any remedies for default against Tenant unless and until Tenant has failed to cure the breach within the time periods provided in this Section.

8.2 Default By Landlord. If there is a breach by Landlord with respect to any of the provisions of this Agreement or Landlord's obligations under this Agreement, Tenant shall give Landlord written notice of the breach. After receipt of the written notice, Landlord shall have thirty (30) days in which to cure the breach, provided that Landlord shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Landlord commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Tenant may not maintain any action or effect any remedies for default against Landlord unless and until Landlord has failed to cure the breach within the time periods provided in this Section. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if Landlord fails, within five (5) days after receipt of written notice of breach, to perform an obligation required to be performed by Landlord if the failure to perform the obligation interferes with Tenant's ability to conduct its business at the Property; provided, however, that if the nature of Landlord's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within the five (5) day period and thereafter diligently pursued to completion.

8.3 <u>Remedies</u>. Upon a default beyond all applicable notice and cure periods, the nondefaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default beyond all applicable notice and cure periods, by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement immediately upon written Notice to the other Party.

8.4 <u>Termination</u>. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

## 9. Limitation of Liability and Indemnification.

9.1 <u>Limitation of Liability</u>. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS <u>SECTION 9</u>, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 <u>Tenant's Indemnity</u>. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its elected and appointed officials, employees, agents and representatives ("Landlord's Representatives") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "Claim") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible ("Tenant's Representatives"); or (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement. Tenant's obligations under this <u>Section 9.2</u> shall survive the expiration or earlier termination of this Agreement.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, its agents, employees, contractors or any other person or entity for whom Landlord is legally responsible; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Tower and/or the Property, and/or any contamination of the Premises, the Tower and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives. Landlord's obligations under this Section <u>9.3</u> shall survive the expiration or earlier termination of this Agreement.

9.4 <u>Indemnification Procedure</u>. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any

admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

## 10. Insurance.

10.1 <u>Landlord Obligations</u>. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability, from a company or companies with an A.M. Best rating of A (VII) or better of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this <u>Section 10.1</u>, the insurance required of Landlord may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 <u>Tenant Obligations</u>. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverages from a company or companies with an A.M. Best rating of A- (VII) or better. The insurance shall protect the Landlord from claims that may arise out of or result from the Tenant's obligations under this Agreement or from the obligations of any contractor or any other person or entity directly or indirectly employed by Tenant or by anyone for whose acts Tenant may be liable. For each policy required by this Agreement, Tenant shall, before the execution of this Agreement by the Landlord, provide the Landlord with certificates of insurance. Tenant shall provide updated certificates of insurance at least ten (10) days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Landlord according to policy provisions.

## A. <u>Workers Compensation</u>:

Tenant shall provide workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation.

## B. <u>Commercial General Liability Insurance</u>:

Tenant shall provide commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
- Coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Landlord.
- Coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Landlord and the Tenant.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Landlord.

### C. <u>Commercial Automobile Insurance</u>:

Tenant shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Landlord as an additional insured and provide a waiver of subrogation.

### D. <u>Umbrella or Excess Liability Insurance</u>:

Tenant shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

10.3 <u>Waiver of Subrogation</u>. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

### **11.** Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement and has taken all necessary action to approve this Agreement which would include having this agreement approved by the Landlord's Board of Selectwomen; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Tower and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Tower that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("Hazardous Substance"); and (f) Tenant's use and guiet enjoyment of the Premises shall not be disturbed. In no event shall Tenant have any liability with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Tower prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Tower by: (i) Landlord, its agents, employees, contractors or invitees; or (ii) any third party who is not an employee, agent, contractor or invitee of Tenant.

### 12. Miscellaneous.

12.1 <u>Assignment</u>. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 <u>Rights Upon Sale of Property or Tower</u>. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Tower to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third-party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement

12.3 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "Taking"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.4 <u>Recording</u>. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense.

12.5 <u>Force Majeure</u>. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.6 <u>Successors and Assigns</u>. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights, however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.7 <u>Governing Law and Construction</u>. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

12.8 <u>Severability</u>. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.9 <u>Waiver; Remedies</u>. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.10 <u>Notice</u>. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this <u>Section 12.10</u>) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

The Town of Fairfield Attention First Selectwoman 611 Old Post Road Fairfield, CT 06824 If to be given to Tenant:

DISH Wireless L.L.C. Attn: Lease Administration 5701 South Santa Fe Blvd. Littleton, Colorado 80120

12.11 <u>Entire Agreement</u>. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.12 <u>Compliance with Law</u>. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.13 <u>Counterparts</u>. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.14 <u>Attorneys' Fees</u>. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.15 <u>Incorporation of Exhibits</u>. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

{This space intentionally left blank. The next page is the signature page.}

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:	TENANT:		
THE TOWN OF FAIRFIELD	DISH WIRELESS L.L.C.		
Ву:	Ву:		
Name:	Name:		
lts:	lts:		

{Signature page to Site Lease Agreement}

### <u>EXHIBIT A</u>

## LEGAL DESCRIPTION OF PROPERTY

That certain parcel of land located in the The Town of Fairfield, County of Fairfield and State of Connecticut known as3965 Congress Street and identified in the records of the Assessor of the The Town of Fairfield as:

INSERT LEGAL DESCRIPTION

## EXHIBIT B

## <u>SITE PLAN</u>

[To be inserted prior to execution]

### EXHIBIT C

### THE TOWN OF FAIRFIELD

### TELECOMMUNICATIONS FACILITY UPGRADE PROTOCOL

- A. All equipment upgrade submissions must comply with all applicable ordinances and regulations of the The Town of Fairfield and all applicable regulations, rules, standards, requirements and conditions of the Connecticut Siting Council.
- B. Initial written submission of Tenant's proposed equipment upgrades must be delivered to The Town of Fairfield, 611 Old Post Road, Fairfield, CT 06824, Attention: Chief Financial Officer. The initial submission ("Initial Submission") must include:
  - (1) Copy of existing As-Built on file with Tenant, encompassing the telecommunications equipment that will be upgraded or changed in some manner;
  - (2) Drawings showing proposed equipment upgrades or changes and a detailed written scope of work including plans and specifications describing the proposed equipment upgrades or changes ("Scope of Work"); and
  - (3) Estimated construction schedule, detailing length of time for Tenant to perform construction work.
- C. Upon review of the Initial Submission, the Landlord may make reasonable written requests for additional related documentation and/or modifications.
- D. Upon receipt of a request under <u>Paragraph C</u>, Tenant shall supply the additional related documentation and/or make modifications to the Initial Submission, as reasonably requested by the Landlord.
- E. A "<u>Final Submittal</u>" shall be made by the Tenant to the Landlord in the same manner described for the Initial Submission in <u>Paragraph B</u>. The Final Submittal shall include the following.
  - (1) Final plans and specifications for the proposed equipment changes, and a revised Scope of Work, if different from what was provided in the Initial Submission.
  - (2) A Radio-frequency (RF) emissions report by a licensed engineer or other qualified professional, if Tenant 's proposed upgrades or changes include the addition of new antennas, to show compliance with any existing equipment and FCC regulations regarding RF emissions.
  - (3) Final construction schedule, detailing the length of time for Tenant to perform the proposed work ("<u>Construction Schedule</u>").

- (4) A deposit, in an amount not to exceed \$5,000.00, to cover all reasonable costs incurred by Landlord related to the proposed work, including, but not limited to, expenses incurred by the Landlord for the review of the drawings and Scope of Work by Landlord's staff or Landlord's outside engineering firm and any related supervision or inspection fees, regardless of whether the proposed upgrades or changes will involve work on the Tower, the ground, a roof or all of the above. Landlord shall access the deposit only pursuant to the terms set forth in <u>Paragraph</u> <u>O</u> below.
- (5) If, after review, Landlord determines that the proposed upgrade will impact the structural integrity of the Tower or building, an appropriate engineering study will be undertaken. Landlord will provide Tenant with a written explanation of the reasons for the structural integrity study. The actual costs of the structural integrity study shall be paid by the Tenant. The study shall be performed by an engineer selected by the Landlord. Tenant will be responsible for the cost of any and all structural modifications or reinforcements of the Tower or the building that may be required in order to accommodate any new or modified equipment added by Tenant in connection with an upgrade. Tenant shall include any and all structural modifications and reinforcements in the Scope of Work and the Construction Schedule. Landlord shall have the right to deny authorization for any modifications to the building or Property that will, in the Landlord's judgment, materially interfere with operations of the Fairfield Fire Department or diminish the usable space within the building.
- (6) If the proposed upgrades require additional ground space, rooftop space or Tower space or additional antennae or any other equipment to be added, the Landlord will be entitled to a reasonable increase in the rental fee due under the Lease. Tenant shall not start work until the Landlord and Tenant have agreed upon the amount of the rental fee increase. If the Landlord and Tenant are unable to reach agreement upon the amount of the rental fee increase has been determined pursuant to Paragraph R.
- F. Following the Final Submittal, the Landlord and Tenant will cooperate with each other in finalizing any further changes or modifications agreed upon by both parties.
- G. Landlord's consent and/or approval of the proposed equipment upgrades or changes shall not be unreasonably withheld, conditioned, delayed or denied.
- H. When the Final Submission is approved by the Landlord, the Landlord will deliver a written Notice to Proceed delineating the approved Scope of Work and Construction Schedule. The Notice to Proceed will set forth the name, phone number and email address of the agent or representative of the Landlord who Tenant should contact to coordinate the approved work and access to the site.
- I. Tenant shall confirm the date and time that Tenant and its agents and representatives will

perform the upgrade work and the names of the Tenant agents and/or representatives who will be entering the property to perform/supervise the work. Prior to accessing the Property to perform the upgrade work the Tenant shall provide a minimum of 48 hours' prior notice, by contacting the Landlord agent/representative referenced in <u>Paragraph H</u>, at the phone number and email address provided. The Landlord agent/representative will be reasonably available by phone during normal business hours and will not unreasonably delay Tenant's ability to access the property to perform the upgrade work. Once Tenant has notified the Landlord as indicated above, the Landlord will provide access to Tenant in furtherance of the Notice to Proceed, within 48 hours.

- J. The Landlord, its engineer and/or inspector may be on site to inspect the work and confirm compliance with the Notice to Proceed. Actual costs of inspection shall be paid by the Tenant within sixty (60) days of receipt of an invoice together with reasonable supporting documentation evidencing the costs.
- K. The upgrade work shall take place during normal business hours (Monday through Friday 8:00 a.m. to 4:30 p.m.). No upgrade work shall be permitted on weekends or holidays recognized by the The Town of Fairfield. Notwithstanding the foregoing, the Landlord will consider permitting work on weekends, holidays or outside of the aforementioned normal business hours, provided Tenant agrees to the full reimbursement for any actual, reasonable expenses associated with the time spent by Landlord's engineer or inspector monitoring the work, such expenses to be paid within sixty (60) days of receipt of an invoice together with reasonable supporting documentation evidencing the expenses.
- L. Absent unforeseen and/or extenuating circumstances, Tenant shall have sixty (60) calendar days to complete construction/upgrades after the work has started. Construction will be deemed started when physical work at the site begins by Tenant.
- M. Upon substantial completion of the work, Tenant shall submit to Landlord written notice indicating the substantial completion of the upgrades or changes to allow the Landlord to schedule an engineering inspection. Within thirty (30) days of the Landlord's receipt of Tenant's written notice of substantial completion, the Landlord shall submit to Tenant a written acceptance of the work or a reasonable punch list of items to be completed and/or addressed. Punch list items must be directly related to the Tenant's recently performed upgrades or changes and construction shall be deemed complete if a punch list is not submitted within the thirty (30) day period. Tenant shall use reasonable efforts to complete all punch list items within thirty (30) days of the receipt of the punch list. If the items on the punch list are not completed within said thirty (30) days, Landlord shall, upon ten (10) days' notice to Tenant, have the option of completing such items at Tenant's expense, provided that Landlord itemizes to Tenant all reasonable expenditures incurred and Tenant has not completed same following the ten (10) days' notice.
- N. Once all work has been approved by Landlord or its engineer, Tenant shall submit at its cost and expense: (1) New As-Built drawings by an engineer or architect licensed in Connecticut, if the upgrade modifications are substantial, or new As-Built addendum report by an engineer or architect licensed in Connecticut to reflect minor upgrade

modifications; and (2) Color photographs of the completed work.

- O. The Landlord shall submit a final, detailed bill to Tenant detailing the time and work reasonably performed, within sixty (60) days after Tenant's completion of the work. Landlord may use the Deposit to pay such final bill. If the bill exceeds the Deposit, Tenant shall pay the excess within sixty (60) days after receipt of the bill. If the bill is less than the Deposit, a refund shall be made within sixty (60) days thereafter.
- P. This Upgrade Protocol is applicable only to work where Tenant seeks to upgrade or modify its existing equipment installation. It does not apply to: (1) maintenance or repair of any existing equipment; and (2) replacement of broken or non-functioning equipment with like kind or similar equipment.
- Q. To the extent that any proposed upgrade work at the site is relatively minor and has little impact on the site, the Lessor may waive some or all of the formalities of this Upgrade Protocol provided that any such waiver must be in writing.
- R. If Landlord and Tenant are unable to reach agreement upon the amount of a rental fee increase due under Paragraph E(6), then the amount of the rental fee increase shall be determined as follows.
  - (1) <u>Negotiation</u>. First, representatives of Tenant and Landlord shall meet either alone or together with their respective advisors, in the spirit of good faith, to attempt to negotiate a resolution of the dispute by mutual agreement in writing.
  - (2) <u>Arbitration</u>. If Landlord and Tenant are unable to resolve the dispute by mutual agreement under <u>Paragraph R(1)</u> within two (2) weeks following the initiation of negotiations between the parties thereunder, then, upon demand of either Landlord or Tenant, the dispute shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "<u>Commercial Arbitration Rules</u>"). The parties may agree upon one (1) arbitrator. If they cannot so agree within two (2) weeks following demand for arbitration, then each party shall select an arbitrator, and the arbitrators so selected shall select a third arbitrator (the "<u>Deciding Arbitrator</u>"), and the decision of the Deciding Arbitrator shall be binding and conclusive. If either party refuses or fails to join in the appointment of an arbitrator, an arbitrator shall be appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings shall take place in Fairfield County, Connecticut.
  - (3) <u>Controls Over Statutes and Regulations</u>. Landlord and Tenant agree that the method of determining the rental fee increase under this <u>Paragraph R</u> shall apply as between them in lieu of any applicable mechanism prescribed under the statutes or regulations of the State of Connecticut, including, without limitation CGS Section 16-50aa(d)(1). Landlord and Tenant waive the right to proceed under CGS Section 16-50aa(d)(1) in connection with the determination of the rental fee increase due under <u>Paragraph E(6)</u>.

### 20 YEAR A RESOLUTION APPROPRIATING \$7,255,022 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 Seven Million Two Hundred Fifty-Five Thousand Twenty-Two and 00/100 Dollars (\$7,255,022) 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 1-14 on **Exhibit A** to a different project category 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 Seven Million Two Hundred Fifty-Five Thousand Twenty-Two and 00/100 Dollars (\$7,255,022) 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 First Selectwoman and Treasurer or Chief Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
- 6. 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 semiannually 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.

- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. The First Selectman or other proper Town official is hereby authorized to apply for and accept any available State or Federal grants, including, but not limited to, the expected grants set forth on the attached **Exhibit A**, in aid of the financing of any Project, and to take all action necessary and proper in connection therewith. Any such grants or contribution received prior to the issuance of the bonds authorized herein shall be applied to the costs of the specific Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolution. If such grants and contributions are received after the issuance of the bonds, they shall be applied to pay the principal on the

bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax-exempt status of the bonds or the Town's receipt of such grant or contribution.

# EXHIBIT A

# ТО

## A RESOLUTION APPROPRIATING \$7,255,022 FOR THE COSTS OF CERTAIN NONRECURRING CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION

		TOWN			
	Department	Project	APPROPRIATION AND 20 YEAR BOND AUTHORIZATION	EXPECTED GRANTS	
1	Engineering	Guiderail Repairs Phase 2	\$210,000		
2	Engineering	Design of Stratfield Road (RSA)	\$325,000		
3	Engineering	Design of Post Road & Jug Handle	\$175,000		
4	Engineering	Round Hill Road and Reef Road Sidewalks	\$611,298	(\$500,000)	(1)
5	Engineering/Harbor	Lower Wharf/Fishing Pier	\$800,000	(\$640,000)	(2)
6	Fire	Pumper - LSN 14	\$980,000		
7	Park & Rec	HSR Driving Range Upgrades	\$275,000		
8	Park & Rec	Post-Tension Tennis Courts - Ffld. Woods	\$522,000		
9	Park & Rec	Tunxis Hill Park Pickleball Court Replace. (4) and NEW Courts (2)	\$575,000		
	SUBTOTAL NON-R	ECURRING CAPITAL - TOWN:	\$4,473,298	(\$1,140,000)	
	BOARD OF EDUCATION				
	School	Project	APPROPRIATION AND 20 YEAR BOND AUTHORIZATION	EXPECTED GRANTS	
10	N. Stratfield Elem.	Vestibule Project	\$652,500	(\$153,284)	(3)
11	Osborn Hill Elem.	Vestibule Project	\$597,500	(\$140,364)	·
12	Ffld. Woods Middle	Vestibule Project	\$769,500	(\$180,769)	· · · · · · · · · · · · · · · · · · ·
13	Ffld. Warde H.S.	Boiler Burner Replacement	\$343,862	\$0	. ,
14	Ffld. Warde H.S.	Knapps Highway Tennis/Basketball Courts	\$418,362	\$0	
	SUBTOTAL NON-RECURRING CAPITAL - BOE:		\$2,781,724	(\$474,417)	
	GRAND TOTAL TOW	N & BOE NON-RECURRING CAPITAL:	\$7,255,022	(\$1,614,417)	
	Source of Grant:				
(1)	STEAP Grant				
(2)	State Grant - Small Harbor Improvement Projects Program (Port Authority)				
(3)	State of Connecticut	- Office of School Construction Grants Review (OSCGR)			
(4)	State of Connecticut	<ul> <li>Office of School Construction Grants Review (OSCGR)</li> </ul>			

**Town wide Guard rail (aka Guide rail) and fencing Improvements. = \$200,000 for Construction Improvements.** Phase 2

- <u>Background</u> The Town of Fairfield infrastructure is aging and in many cases roads and bridges do not comply with current codes or roadway standards. Over the past few years, the state and Town consultants have issued bridge and culvert reports that list current conditions and provide some short and long term repair solutions. Based on these reports, many roadway bridge approaches are lacking proper guiderails or have aging rails or fencing that need replacement. There are also some roadside guiderails that are damaged by trees or vehicles. Over time, DPW has performed triage regarding replacements or repair usually based on public complaints or accident report usually replacing a couple of sections per year. Unfortunately, there has been no plan in place for general replacement until 2022.
- Purpose and Justification The purpose of the project is to address many State and Consultant directives or recommendations listed in bridge reports, roadway inspections or occasional public complaint. Based on these directives and recommendations, almost 4000 linear feet of guiderail sections for 65 bridges and about a dozen roadways sections have been listed. The request of \$ 200,000 would cover approximately a third to one half of the higher priority locations, depending on railing material, location, potential consultant design and if railing is repair or code complaint replacement.
- 3. <u>Detailed Description of Proposal</u> The proposal includes repair or replacement of outdated guiderail, posts or fencing system. The Engineering and Consultant will provide plans and specifications for DPW in house work and contract bid, splitting the workload. Funding will be utilized for guiderail systems that include railing, anchoring, bridge attachment system, removal and disposal of old guiderail system, safety fencing, maintenance protection of traffic, reflectors and erosion control if applicable.
- 4. <u>Reliability of Cost Estimate</u> Based on recent Department of Transportation cost estimates and recent state projects drainage projects and current cost of materials the reliability of costs on a scale of 0 to 10 is estimated at 9 based on current State DAS Contracts. If costs increase, less improvements will be performed at this time and if costs are less than estimated, more bridge and roadways can be addressed.
- 5. <u>Increased Efficiency or Productivity</u> Allow the traveling public and commerce safer access and should reduce liability by having guiderail systems repaired and replaced.
- <u>Additional Long Range Costs</u> Typical Maintenance costs. Short and longer term maintenance costs should be reduced with repair and replacements. Slight increased long range costs associated with the project for new installations.
- 7. Additional Use or Demand on Existing Facilities None.
- 8. <u>Alternatives to this Request</u> The "Do nothing" option won't improve safety or reduce liability. Reduction in amount requested will reduce amount of work and installations that can be performed.
- 9. <u>Safety and Loss Control</u> Allow the traveling public and commerce safer access.
- 10. <u>Environmental Considerations</u> All projects will investigate environment impacts-although most will involve locations at the road edge within the public right of way. No environmental permits are anticipated unless a special condition structure or fencing impacting wetlands or watercourses.

- 11. <u>Insurance</u> Any selected contractors will be required to carry the necessary insurance prescribed by the Purchasing Department.
- 12. <u>Financing</u> Project will be bonded as part of the Non-Recurring Capital budget of 2024. Guiderail has a service life of about 30 -40 years unless crashes reduce its functionality.
- 13. <u>Other Considerations</u>: Public safety, aesthetics and potential opposition by abutting property owners. Unfortunately, most guiderail systems are not aesthetically pleasing. Some property owners do not want guiderails and some prefer only timber guiderails. In some cases, repairs may be applicable but most existing guiderail systems are not up to current crashworthy standards and should be brought up to current roadway standards.

### 14. Other Approvals:

Board of Selectman	-	Jan 2023
Board of Finance	-	Feb 2023
RTM	-	Mar 2023

#### FOURTEEN POINTS OF INFORMATION AND JUSTIFICATION FOR THE STRATFIELD ROAD PEDESTRIAN IMPROVEMENTS PROJECT (MONTAUK ST. TO COLLINGWOOD AVE.).\* estimated Design= \$ 325,000 Const. \$ 2,000,000

- <u>Background</u> The State of Connecticut has awarded the Town from state bonding, an urban grant based on a Road Safety Audit performed along Route 59 (Stratfield Road). The State awarded this grant to The Town of Fairfield as a way to encourage alternate modes of transportation and to increase safety for pedestrians and vehiclular traffic. The section covers Stratfield Road from Montauk Street to Collingwood Avenue and includes potential safety improvements at Church Hill Road and Route 59 AND Church Hill Road, Wilson Street intersection. EXACT DETAILS OF THIS GRANT HAVE NOT YET BEEN RELEASED. BASED ON SIMILAR GRANTS, TOWN COULD BE RESPONSIBLE FOR 100 % DESIGN WITH 100% CONSTRUCTION COSTS COVERED VIA STATE BOND/GRANT. ALTERNATE WOULD BE 80% REIMBURSEMENT FOR BOTH PHASES.
- Purpose and Justification The purpose of the project is to address many Public complaints and concerns about pedestrian and roadway safety. Reference is made to Stratfield Road Safety Audit with input from State DOT, Fairifeld Bike and Pedestrian Committee, State Representatives, a State Senator, Town Officials and members of the public. This report listed problems, issues and concerns as well as recommendations and improvements. Continuation of the sidewalk network from the pending Stratfield Four Corners project awarded in November 2022 may have increased the Town's chances of getting this grant.
- <u>Detailed Description of Proposal</u> The proposal includes replacement of outdated narrow sidewalks along Stratfield. Also included are sections of new sidewalk, ADA accessible ramps, pedestrian crossing features, pedestrian (countdown) signals and potential realignment or improvements at two intersections. A Consultant will provide survey, plans and specifications for Contract Bid.
- <u>Reliability of Cost Estimate</u> Based on recent Department of Transportation and Town Engineering Design projects. The reliability of costs on a scale of 0 to 10 is estimated at 8 based on current design projects. Construction will be about 2 years later. If design costs increase, scope will be lessened or project will have to come back to Town boards.
- 5. <u>Increased Efficiency or Productivity</u> Allow Pedestrians, cyclists and the traveling public safer access to various locations along the Stratfield Road corridor.
- 6. <u>Additional Long Range Costs</u> Typical Maintenance costs. Short and long term maintenance costs should be reduced significantly in a ten year window with new sidewalks. Even though majority of the project is within state right of way, Town is responsible for maintenance as DOT maintains only "curb to curb".
- 7. <u>Additional Use or Demand on Existing Facilities</u> Project anticipates increase in pedestrians walking in the area and a decreased potential of accidents.
- 8. <u>Alternatives to this Request</u> –The "Do nothing" option won't improve safety, reduce liability or maintenance costs. Many sidewalks are over 40 years old. The few sections that are relatively new, will not be replaced provided they meet current standards and are in good condition. Reduction in amount requested will reduce amount of work and installations that can be performed.
- 9. <u>Safety and Loss Control</u> Allow the traveling public and commerce safer access.
- 10. <u>Environmental Considerations</u> All projects will investigate environment impacts-although most will involve locations at the road edge or within the public right of way. No environmental permits are anticipated with exception of an improved ADA ramp at Collingwood Avenue, which may require an inland wetlands certificate or

staff approval. Soil testing will be performed at the beginning of the design phase to confirm underground conditions.

- 11. <u>Insurance</u> Any selected contractors will be required to carry the necessary insurance prescribed by the Purchasing Department.
- 12. <u>Financing</u> Project will be bonded as part of the Non-Recurring Capital budget of 2024. Concrete Sidewalks have a service life of about-40 years pending tree roots, utility cuts and localized disturbance.
- 13. Other Considerations: If any, can be discussed during Spring approval as more grant details emerge.

#### 14. Other Approvals:

Board of Selectman	-	Jan 2023
Board of Finance	-	Feb 2023
RTM	-	Mar 2023

FOURTEEN POINTS OF INFORMATION AND JUSTIFICATION FOR THE POST ROAD AND POST ROAD JUGHANDLE PEDESTRIAN IMPROVEMENTS PROJECT (Just east of Post Road Circle to Shoreham Village Drive).\* estimated Design= \$175,000 Const. \$1,750,000

- <u>Background</u> The State of Connecticut has awarded the Town from state bonding, an urban grant based on a Road Safety Audit performed along Post Road back in 2018 and the current Post Road Circle Study. The State awarded this grant to The Town of Fairfield as a way to encourage alternate modes of transportation and to increase safety for pedestrians and vehicular traffic. The section covers Post Rpoad from east of the Circle, Kings Highway East to Shoreham Village Drive and includes potential safety improvements within this section of roadways. EXACT DETAILS OF THIS GRANT HAVE NOT YET BEEN RELEASED. BASED ON SIMILAR GRANTS, TOWN COULD BE RESPONSIBLE FOR 100 % DESIGN WITH 100% CONSTRUCTION COSTS COVERED VIA STATE BOND/GRANT. ALTERNATE WOULD BE 80% REIMBURSEMENT FOR BOTH PHASES.
- 2. Purpose and Justification The purpose of the project is to address many Public complaints and concerns about pedestrian and roadway safety. Reference is made to a Road Safety Audit for Post Road and Post Road Circle study. Post Road Safety Audit had with input from State DOT, Fairifeld Bike and Pedestrian Committee, State Representatives, a State Senator, Town Officials and members of the public. This report listed problems, issues and concerns as well as recommendations and improvements. Continuation of the sidewalk network from the pending Grasmere Post Neighborhood Improvement project ( bid Summer 2023) may have increased the Town's chances of getting this grant.
- 3. <u>Detailed Description of Proposal</u> The proposal includes replacement of outdated narrow sidewalks along Post Road, new sidewalks in areas that are missing sidewalks and potential intersection realignments or bulbouts. Also included are sections of new sidewalk, ADA accessible ramps, potential pedestrian crossing features, pedestrian (countdown) signals and potential realignment or improvements at two intersections. A Consultant will provide survey, plans and specifications for Contract Bid.
- <u>Reliability of Cost Estimate</u> Based on recent Department of Transportation and Town Engineering Design projects. The reliability of costs on a scale of 0 to 10 is estimated at 8 based on current design projects. Construction will be about 2 years later. If design costs increase, scope will be lessened or project will have to come back to Town boards.
- 5. <u>Increased Efficiency or Productivity</u> Allow Pedestrians, cyclists and the traveling public safer access to various locations along the Post Road corridor. Several public meetings were conducted that brought up issues at or near the Post Road Circle.
- 6. <u>Additional Long Range Costs</u> Typical Maintenance costs. Short and longer term maintenance costs should be reduced significantly in a ten year window with new sidewalks. Even though majority of the project is within state right of way, Town is responsible for maintenance as DOT maintains only " curb to curb".
- 7. <u>Additional Use or Demand on Existing Facilities</u> Project anticipates increase in pedestrians walking in the area and a decreased potential of accidents.
- 8. <u>Alternatives to this Request</u> –The "Do nothing" option won't improve safety, reduce liability or maintenance costs. Many sidewalks are over 40 years old. The few sections that are relatively new, will not be replaced provided they meet current standards and are in good condition. Reduction in amount requested will reduce amount of work and installations that can be performed.
- 9. Safety and Loss Control Allow the traveling public and commerce safer access.

- Environmental Considerations All projects will investigate environment impacts-although most will involve locations at the road edge or within the public right of way. No environmental permits are anticipated- however soil testing will be performed at the beginning of the design stage to confirm underground conditions. No wetlands permits are anticipated.
- 11. <u>Insurance</u> Any selected contractors will be required to carry the necessary insurance prescribed by the Purchasing Department.
- 12. <u>Financing</u> Project will be bonded as part of the Non-Recurring Capital budget of 2024. Concrete Sidewalks have a service life of about-40 years pending tree roots, utility cuts and localized disturbance.
- 13. Other Considerations: If any, can be discussed during Spring approval as more grant details emerge.

#### 14. Other Approvals:

Board of Selectman	-	Jan 2023
Board of Finance	-	Feb 2023
RTM	-	Mar 2023

### FOURTEEN POINTS OF INFORMATION AND JUSTIFICATION FOR THE PROPOSED ROUND HILL ROAD AND REEF ROAD SIDEWALKS TOTAL REQUESTED EXPENDITURES \$611,298 (STEAP GRANT REIMBERSMENT COVERS \$500,000)

- 1. Background: Over the years, as part of a Downtown Revitalization and Economic Development Enhancement project, the town installed major streetscape along the Post Road (US 1) with spur sections extending out onto side streets. This request is to construct new sidewalk and repairs to provide connectivity to the Post Road and Fairfield Center. With support of the neighborhood, a new sidewalk is proposed for Round Hill Road. For Reef Road new sections of sidewalk will be replaced as needed. The Grant was requested to "catch up" on proposed requests and repairs by replacing larger sections at a time versus isolated and individual repair panels. The Town will go out to bid to perform large section of repairs and new sidewalks. Engineering and DPW will provide in house design and specifications. Project is covered by \$500k reimbursement STEAP Grant.
- 2 Purpose and Justification: The purpose of the project is to provide sidewalk connectivity to Fairfield Center and the Post Road. Property owners along Round Hill Road and Ermine Street have waited three years for sidewalk funding. Sidewalks will provide access to Ludlowe Schools, Fairfield Center, and US1-Post Road from Round Hill and Reef roads. There are several areas of existing sidewalks on Reef Road that are uneven and in poor condition. Replacing sidewalks will provide the traveling public safer access to commercial buildings and points of interest in the center of town. Repairs may reduce trip and falls, liability risks and may encourage more walking.
- 3 Detailed Description of Project: The project will consist of replacing and/or installing new sections of sidewalk and ADA ramps along Round Hill Road and Reef Road. Sections of existing sidewalk have degraded to the point of becoming unsafe for pedestrian use. Handicap ramps are either nonexistent or do not meet the minimum ADA requirements. The proposed funding of \$111,298 paired with the \$500,000 State Grant component (STEAP) gives the town a total of \$611,298 for the project.
- 4 Reliability of Estimated Coast: The \$111,298 cost to the Town represents the town share amount paired with the STEAP Grant. Cost estimates have been performed based on recent contracts and State DOT cost estimates.
- **5 Efficiencies**: This project may increase alternate modes of transportation and make it safer for pedestrians by reducing or eliminating tripping hazards. The Town may realize better pricing by replacing large sections to achieve economies of scale.

- 6 Additional Long Range Costs: The Town would continue to pay maintenance cost for the project: sidewalk, any streetscape amenities which it currently performs already. By repairing significant sections of sidewalks and brick pavers, the Town will reduce short term and medium term cost significantly.
- 7 Additional Use or Demands: By performing new installation and replacements, pedestrian traffic is projected to increase slightly. The Town should encourage increased usage of alternate modes of transportation. Providing safer and more pedestrian friendly amenities should provide a beneficial impact to the local businesses. Demands will remain the same with short and medium term maintenance decreasing.
- 8 Alternates: The only alternate is to do nothing or continue performing repairs on a site specific basis. This would continue to burden Fairfield DPW schedule and is not considered cost effective. The sidewalks and brick pavers would continue to deteriorate creating more safety risks and increasing the Towns liability.

Alternative funding is not available at this time. The majority of Transportation type grants cover new proposals and not the maintenance of existing infrastructure. Replacing in kind, repairing older sections of streetscape or sidewalk is not eligible, unless upgrades are preformed such as meeting ADA requirements including ramps and wider sidewalks.

- 9 Safety and Loss Control: Repairs will increase pedestrian safety.
- **10** Environmental Considerations: No significant environmental impacts are expected.
- **11 Insurance:** Town and State Contract procedures require the Contractor to have a license, if required, bonds and insurance.
- **12 Financing:** \$611,298 from Capital non-recurring account. Concrete Sidewalks have a service life of 30-40 years, Asphalt Sidewalks last about 20-25 years depending on utility cuts and surrounding factors- curbs, trees, etc. Note: STEAP Grant covers \$500,000 in eligible reimbursement costs.

Feb 2023

13 Other Considerations : N/A

R.T.M.

#### 14 Approvals:

<b>P</b> . <b>C</b> . <b>C</b> . <b>C</b> .	Committees/Commissions	Approval Dates
	Board of Selectmen Board of Finance	Feb 2023 Feb 2023

#### FOURTEEN POINTS OF INFORMATION AND JUSTIFICATION FOR THE LOWER WHARF IMPROVMENTS AND FISHING PIER REPLACEMENT PROJECT Estimated Design= \$ 100,000 Const. \$700,000

- 1. <u>Background</u> The Harbor Commission has submitted preliminary design and permitting to CT DEEP for Lower Wharf Improvements and a complete replacement of the fishing pier. Half of the fishing pier was left to decay in its natural state due to budgetary reasons, while the westerly portion was just recently closed due to poor condition of the piles.
- 2. <u>Purpose and Justification</u> –The fishing pier is a popular spot enjoyed by many members of the public. Fishing, wildlife viewing and people enjoying views of Long Island Sound and Southport Harbor. It is one of the only 3 public access areas in Southport. The stone retain walls need repointing or resetting while some sections need replacement. The retaining walls hold up the Lower Wharf land, if left untreated over time, scour will continue to occur and the sections of the park will be lost forever.
- 3. <u>Detailed Description of Proposal</u> The proposal includes repair and replacement of stone retaining walls and complete replacement of the fishing pier. The Harbor Management Commission has hired a Consultant who is providing survey, plans, permits and specifications for Contract Bid. The HMC is also seeking a Port Authority Grant to cover 80 % of the project costs. (Confirmation of grant conditions and approval will be needed prior to any construction expeditures).
- 4. <u>Reliability of Cost Estimate</u> Provided by the HMC Consultant, a Coastal Engineering Firm with decades of Coastal Construction experience. The reliability of costs on a scale of 0 to 10 is estimated at 8 based on current coastal construction projects. Construction could occur in FY 24. If costs increase, scope will be lessened or project will have to come back to Town boards for further funding.
- 5. <u>Increased Efficiency or Productivity</u> Allow public safer access to fishing pier and Lower Wharf Park.
- 6. <u>Additional Long Range Costs</u> Typical Maintenance costs. Short and long term maintenance costs would be reduced significantly in a ten year window with new construction.
- 7. Additional Use or Demand on Existing Facilities Project anticipates increase in use with new construction.
- 8. <u>Alternatives to this Request</u> The "Do nothing" option closes the fishing pier indefinitely. Reduction in amount requested will reduce amount of work and installations that can be performed. (½ the pier?)
- 9. <u>Safety and Loss Control</u> Allow the public access. Currently Fishing pier is closed.
- 10. <u>Environmental Considerations</u> All projects will investigate environment impacts. DEEP permit has been submitted and project is awaiting approval.
- 11. <u>Insurance</u> Any selected contractors will be required to carry the necessary insurance prescribed by the Purchasing Department.
- 12. <u>Financing</u> Project will be bonded as part of the Non-Recurring Capital budget of 2024. Fishing Pier is estimated to have an average 30 year service life with routine maintenance. (25 years for decking, 40-50 years for piles.
- 13. Other Considerations: If any, can be discussed during Spring approval as more grant details emerge.

#### 14. Other Approvals:

Board of Selectman	-	Jan 2023
Board of Finance	-	Feb 2023
RTM	-	Mar 2023



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

Administrative Office

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

#### Pumper -\$980,000

#### 1. Background-

In accordance with the Fairfield Fire Department apparatus replacement program, the department is requesting the replacement of LSN 9, a 1999 Pierce Dash fire truck (Pumper). A Pumper carries water, hose, various fire extinguishers, ground ladders and personnel to the scene of a fire and is the workhorse of the fire service. It is also equipped with an Automatic External Defibrillator (AED), a Cardiac Compression Device, medical equipment and oxygen. At any one time, there are a minimum of five (5) Pumpers in service in the Town of Fairfield positioned strategically in each of the department's five (5) fire stations. Based on the crew distribution and the standard tactical capabilities/limitations, a typical building fire requires the predetermined response of 4 Pumpers along with 1 Ladder truck, 1 Rescue truck and a Shift Commander to ensure adequate personnel and equipment are on scene to protect the public and conduct safe operations.

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

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

#### 2. Purpose and Justification-

The current vehicle is 23 years old and has 181,951 miles and 19023 engine hours. This apparatus will certainly have over 200,000 road miles and 20,000 engine hours upon replacement. The road miles on a fire apparatus are not truly indicative of its true life use because a pumper truck remains stationary pumping water for a good portion of its service life. Engineers have determined that multiplying the engine hours by 45 provides a more accurate road mileage equivalency, which in the case of LSN 9 would be about 900,000 at time of replacement. Currently, at 23 years old, electronics are difficult to purchase for this apparatus. We are starting to see signs of underside rusting. We have serious concerns about the reliability of the engine in this apparatus with this many hours. If this was an "over-the-road" truck, the engine would have been rebuilt already. That is not cost-effective for a fire apparatus because there are so many specialized components such as the water pump that are also aging out.

The time from budget approval to delivery for a fire apparatus is currently over 2 years. This delay requires planning and adherence to the replacement schedule to avoid apparatus shortages.

#### 3. Detailed Description of Proposal-

The need for apparatus replacement is well documented in the current department apparatus replacement program which was distributed to all members in prior budget cycles and is available upon requested. Based on the replacement schedule, the department's apparatus design committee has begun developing basic specifications for a replacement pumper to meet the long term needs of the organization and is incorporating the quint specifications.

This proposal is to utilize the extant Fairfield pumper design and purchase a replacement Class A, 1500 GPM fire pumper.

Cost Estimate, including design, construction and ancillary equipment: \$980,000

#### 4. Reliability of Cost Estimate-

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

#### 5. Increased Efficiency and Productivity-

Our proposed pumper will be in compliance with current EPA requirements for pollution and fuel efficiency. The truck will be designed so as not to require additional staffing beyond the 3 members currently assigned and will accommodate up to four in the event of significant storm or natural disaster.

The company that manufactured the current apparatus remains in business as a sole source provider. Due to the age of the truck and the custom nature of fire apparatus, replacement parts are increasingly more difficult to locate. As a result, apparatus down-time and repair hours are higher than that of a new apparatus. Many of the components on new apparatus purchases have extended warranties that reduce potential costs of major component failures and freeing up maintenance personnel.

#### 6. Additional Long Range Costs-

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

#### 7. Additional Use or Demand-

N/A

#### 8. Alternatives to This Request-

This request represents the best alternative for the department.

#### 9. Safety-

As stated under justification, the current pumper is out of compliance with NFPA standards for fire apparatus. Requirements for new apparatus include passenger air bags, improved seat belt systems, additional safety marking and several structural changes to the design and construction of this equipment.

This modern fire apparatus will allow the department to operate effectively and improve fire ground survivability.

#### **10. Environmental Considerations-**

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

#### 11. Insurance- N/A

#### 12. Financing-

Project bonded as per BOF recommendations.

#### 13. Other Considerations-

The Apparatus Replacement Program was revised as a result of Board of Finance recommendations, the experience of the Fairfield Fire Department and similar Fire Departments and other variables such as caustic road treatments. There were updates to this Program in 2020 and 2022 to reflect recent purchases and surplusing of older equipment. While recent information from State DOT suggests truck replacement schedules being reduced from 12 years to 8 years due to due to effects of caustic road treatments, we are hopeful that our program of under-carriage cleaning and protective treatments will prevent or lessen these effects in our fleet.

#### 14. Approvals-

Board of Selectmen, Board of Finance, RTM

## **H. SMITH RICHARDSON**

## DRIVING RANGE RENOVATION NON-RECURRING CAPITAL REQUEST 2024



## Town of Fairfield Golf Commission

Submitted, October 25, 2022

#### 1. Background:

The driving range at H. Smith Richardson is located on Hoyden's Hill Road. The range provides approximately \$150K per year in revenue to the Town's general fund. There have been no significant improvements to the range in the past 20 years. In keeping with our goal to improve the quality of each golfer's experience. We are requesting \$275,000 in order to develop and expand upon the current driving range facility. We view this initiative as phase one in a two phase improvement.

#### 2. Purpose & Justification:

In the upcoming year, we plan to replace and improve the driving range bays from which the golfers tee off. This improvement will include replacing the current turf matting, adding covered tops to each bay, adding heat for an extended season, replacing the current storage/office space, replacing the current ball machine to an automated machine, the addition of Toptracer, and designing a functional short game area (building will likely take place in phase two).

#### 3. Detailed Description of Proposal

As of right now, we have had discussions with two separate golf course designers and they have provided us with cost estimates for phase one of the project. The work would still need to be publically bid through the Town's Purchasing Department according to policy.

#### 4. Reliability of Estimated Cost

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

#### 5. Increase Efficiency or Productivity

These terms don't directly apply to this type of project but there are advantages. With these improvements it is expected that additional revenue would be generated through additional use of the driving range as the golfing community realizes the improved conditions.

#### 6. Additional Long Range Costs

There will be none except for the regular daily maintenance during the golf season, as the improvements being made will last 20 years.

#### 7. Additional Use or Demand on Existing Facilities

We do expect additional use with these improvements however we do not anticipate additional burdens on the existing facilities as a result.

#### 8. Alternatives to this request

The alternative to this request is to leave the driving range as it currently is and replace items one at a time as our operating budget can sustain each year. The golfers would likely not see a substantial difference in the conditions from year to year.

#### 9. Safety & loss Control

This project would enhance safety and loss control by drastically reducing the risk of injury to 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. Being adjacent to a conservation area, we will ensure that we receive proper permits and approvals from the Conservation Commission/Department as required.

#### 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







# FAIRFIELD WOODS MIDDLE SCHOOL

# TENNIS COURT REPLACEMENT NON-RECURRING CAPITAL REQUEST

2024



### Town of Fairfield – FWMS Tennis Court Replacement

#### 1. Background:

Fairfield Woods Middle School Tennis Courts consist of four playing courts. The courts were rebuilt in 2004 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 \$522,000 for funding the replacement of the Fairfield Woods Middle School 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 18 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, were repaired as best they could be given their condition in 2019.

#### 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.

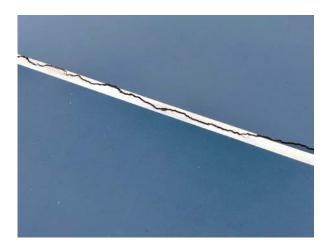
#### **13. Other Considerations** None

#### 14. Other Approvals

Board of Selectman Board of Finance RTM









## **TUNXIS HILL PARK**

# PICKLEBALL COURT REPLACEMENT NON-RECURRING CAPITAL REQUEST

2024



## Town of Fairfield – Tunxis Hill Park Pickleball Court Replacement

#### 1. Background:

Tunxis Hill Pickleball Courts consist of four playing courts. The courts were rebuilt in 2014 and are at the end of their useful life. These pickleball courts are an integral part of our Town's recreational system. These courts are heavily used by the general public. The 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 \$575,000 for funding the replacement of the current four courts and addition of two 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 pickleball 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 8 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 pickleball 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 repaining 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, were repaired as best they could be given their condition in 2019.

#### 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







# Fairfield Board of Education Proposed Capital & Non-Recurring Projects 2023-2024



BOE Approved: October 11, 2022 BOE Approved Riverfield & Sherman Partial Roof Replacement: September 29, 2022





501 Kings Hwy East, Suite 210 Fairfield, CT 06825 203-255-8309

September 27, 2022

Dear Board of Education Members:

This booklet provides an overview of the following 2023-2024 Proposed Capital Non-Recurring and Capital Project Requests:

Capital Non-Recurring Projects:

- 1. North Stratfield Elementary School Vestibule Project
- 2. Osborn Hill Elementary School Vestibule Project
- 3. Fairfield Woods Middle School Vestibule Project
- 4. Fairfield Warde High School Boiler Burner Replacement Project (Design Only)
- 5. Fairfield Warde High School Knapps Highway Tennis Courts & Basketball Court (Design only)

Capital Projects:

- 1. Holland Hill Elementary School Partial Roof Replacement (Design Only)
- 2. Riverfield Elementary School Partial Roof Replacement
- 3. Roger Sherman Elementary School Partial Roof Replacement

I have included all of the above projects in the Fairfield Public Schools' Facilities Plan. 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; and
- Photographs of projects in existing conditions

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,

Stephen Tracy Interim Superintendent of Schools

### Fairfield Public Schools 2023-2024 Capital & Non-Recurring Projects

### **Table of Contents**

Location	Project	Estimated Cost	<u>Page</u>
Non-Recurring Projects			
No. Stratfield Elementary School	Vestibule Project	\$ 652,500	1
Osborn Hill Elementary School	Vestibule Project	\$ 597,500	7
Fairfield Woods Middle School	Vestibule Project	\$ 769 <i>,</i> 500	13
Fairfield Warde High School	Boiler Burner Replacement (Design Only)	\$ 25,000	19
Fairfield Warde High School	Knapps Highway Tennis Courts & Basketball Court (Design Only)	\$ 30,416	25
Capital Projects			
Holland Hill Elementary School	Partial Roof Replacement (Design Only)	\$ 8,000	33
Riverfield Elementary School	Partial Roof Replacement Project	\$ 1,565,110	39
Roger Sherman Elementary School	Partial Roof Replacement Project	\$ 1,916,647	45
Total		\$ 5,564,673	

# **Non-Recurring Projects**

#### **North Stratfield Elementary School**

#### North Stratfield Elementary School Security Vestibule Project \$652,500

<u>Background</u>: North Stratfield Elementary School was built in 1961, with renovations in 1996 and 2000. Beginning with the Riverfield addition/alteration project, the district has improved the building's main entrance security through the construction of a security vestibule. Consistent with the last three addition/alteration projects (Riverfield, Holland Hill, and Mill Hill), the district seeks to upgrade the main entrance security at North Stratfield concurrent with the Districtwide Air Conditioning Project – Phase I work at that facility.

<u>Purpose & Justification</u>: This project is intended to improve the main security of the building through the construction of a security vestibule.

<u>Detailed Description</u>: This expenditure would cover the cost of an architect and design plans along with permits and construction - further details of the project would require a private executive session meeting.

<u>Estimated Cost</u>: The cost of this funding request is \$652,500. This number was calculated by reviewing the cost of similar projects recently completed in the district to establish an industry standard.

<u>Long Range Costs</u>: No significant long-range cost is associated with this project. Minor repairs and routine upkeep will be performed as needed.

<u>Demand on Existing Facilities</u>: This project would create a minimum impact on the district's current infrastructure.

<u>Security</u>, <u>Safety</u>, <u>and Loss Control</u>: The project would increase the safety of North Stratfield Elementary School to the same level as other comparable district buildings.</u>

Environmental Considerations: This project would have no environmental impact.

<u>Funding, Financing & OSCG&R</u>: This project would not proceed without funding approval. This project does qualify for reimbursement through the OSCG&R program.

<u>Schedule, Phasing & Timing</u>: The schedule for this project would coincide with Districtwide Air Conditioning Project – Phase I work at that facility.

<u>Other Considerations</u>: The Town Purchasing Department will bid out this work, which will be awarded to a licensed professional contractor. The Town's attorney will review all contracts and advise the Board of Selectmen on executing contracts with the winning bidder. This project does require the formation of a Town of Fairfield Building Committee to qualify for CT OSCG&R reimbursement.

<u>Alternates to The Request</u>: If this request is not approved, we will continue to operate a building that does not meet the standard of other district buildings.

#### Fairfield Public Schools Long Term Facilities Plan Project Summary Sheet

General Information	
Origination Date:	7/1/21
Project No:	NS-003
Project Name:	Entrance Vestibule Project
Non-Reoccurring Status	Yes
Project Description:	1/20/21 added to waterfall
	9/22 moved from 25/26
	9/8/22 combined design and construction monies into one year
	9/22 plugged SPA estimate into worksheet.

Status:

Project Budget	
Design Budget:	\$35,000
Construction Budget: Construction Escalation:	\$550,000 \$0
Total Construction Budget:	\$550,000
Escalation Date:	9/20/2022
Estimated Construction Start:	7/1/2023
Miscellaneous Fees and Expenses: - State Permits (.0026%) - Testing & Inspections - Advertising Construction Admin Commissioning Hazardous Materials Other Subtotal Fees & Expenses: Project Subtotal Project Contingency 10%	\$0 \$0 \$500 \$7,500 \$0 \$4,500 \$0 \$12,500 \$597,500 \$55,000
Total Budget	\$652,500
OSCGR Eligible? OSCGR Reimbursement	Yes \$153,284
Action Items	
Project Priority Ranking	

- Security

- Severity of Condition

- Code/Statutory

- Programmatic Need

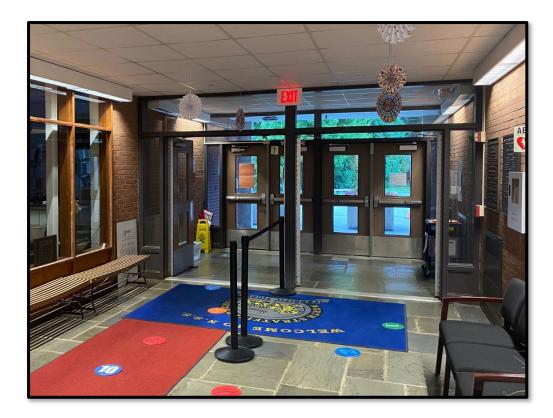
- Constructability/Sequencing

0

0

0

0 0 This page intentionally left blank



## North Stratfield Elementary School Vestibule Project

This page intentionally left blank

#### **Osborn Hill Elementary School**

#### Osborn Hill Elementary School Security Vestibule Project \$597,500

<u>Background</u>: Osborn Hill Elementary School was built in 1958, with renovations in 1969, 1981, 1997, 2000, and 2009. Beginning with the Riverfield addition/alteration project, the district has improved the building's main entrance security through the construction of a security vestibule. Consistent with the last three addition/alteration projects (Riverfield, Holland Hill, and Mill Hill), the district seeks to upgrade the main entrance security at Osborn Hill concurrent with the Districtwide Air Conditioning Project – Phase I work at that facility.

<u>Purpose & Justification</u>: This project is intended to improve the main security of the building through the construction of a security vestibule.

<u>Detailed Description</u>: This expenditure would cover the cost of an architect and design plans along with permits and construction - further details of the project would require a private executive session meeting.

<u>Estimated Cost</u>: The cost of this funding request is \$597,500. This number was calculated by reviewing the cost of similar projects recently completed in the district to establish an industry standard.

<u>Long Range Costs</u>: No significant long-range cost is associated with this project. Minor repairs and routine upkeep will be performed as needed.

<u>Demand on Existing Facilities</u>: This project would create a minimum impact on the district's current infrastructure.

<u>Security</u>, <u>Safety</u>, <u>and Loss Control</u>: The project would increase the safety of Osborn Hill Elementary School to the same level as other comparable district buildings.</u>

Environmental Considerations: This project would have no environmental impact.

<u>Funding, Financing & OSCG&R</u>: This project would not proceed without funding approval. This project does qualify for reimbursement through the OSCG&R program.

<u>Schedule, Phasing & Timing</u>: The schedule for this project would coincide with Districtwide Air Conditioning Project – Phase I work at that facility.

<u>Other Considerations</u>: The Town Purchasing Department will bid out this work, which will be awarded to a licensed professional contractor. The Town's attorney will review all contracts and advise the Board of Selectmen on executing contracts with the winning bidder.

This project does require the formation of a Town of Fairfield Building Committee to qualify for CT OSCG&R reimbursement.

<u>Alternates to The Request</u>: If this request is not approved, we will continue to operate a building that does not meet the standard of other district buildings.

### Fairfield Public Schools Long Term Facilities Plan Project Summary Sheet

General Information	
Origination Date:	7/1/21
Project No:	OH-005
Project Name:	Entrance Vestibule Project
Non-Reoccurring Status	Yes
Project Description:	1/20/21 added to waterfall 9/8/22 combined design and construction monies into one year 9/22 plugged spa estimate in
	Status:
Project Budget	
Design Budget:	\$35,000
Construction Budget: Construction Escalation:	\$500,000 \$0
Total Construction Budget:	\$500,000
Escalation Date:	9/20/2022
Estimated Construction Start:	7/1/2023
Miscellaneous Fees and Expenses: - State Permits (.0026%) - Testing & Inspections - Advertising Construction Admin Commissioning Hazardous Materials Other	\$0 \$7,500 \$500 \$0 \$0 \$4,500 \$4,500 \$12,500
Subtotal Fees & Expenses:	\$12,500
Project Subtotal Project Contingency 10% Total Budget	\$547,500 \$55,000 \$597,500
OSCGR Eligible?	Yes
OSCGR Reimbursement	\$140,364
Action Items	1.00

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

0

0

0

<mark>0</mark> 0



## Osborn Hill Elementary School Vestibule Project

#### Fairfield Woods Middle School

### Fairfield Woods Middle School Security Vestibule Project\$769,500

<u>Background</u>: Fairfield Woods Middle School was built in 1954, with renovations in 1961, 1972, 1995, and 2011. Beginning with the Riverfield addition/alteration project, the district has improved the building's main entrance security through the construction of a security vestibule. Consistent with the last three addition/alteration projects (Riverfield, Holland Hill, and Mill Hill), the district seeks to upgrade the main entrance security at Fairfield Woods concurrent with the Districtwide Air Conditioning Project – Phase I work at that facility.

<u>Purpose & Justification</u>: This project is intended to improve the main security of the building through the construction of a security vestibule.

<u>Detailed Description</u>: This expenditure would cover the cost of an architect and design plans along with permits and construction - further details of the project would require a private executive session meeting.

<u>Estimated Cost</u>: The cost of this funding request is \$769,500. This number was calculated by reviewing the cost of similar projects recently completed in the district to establish an industry standard.

<u>Long Range Costs</u>: No significant long-range cost is associated with this project. Minor repairs and routine upkeep will be performed as needed.

<u>Demand on Existing Facilities</u>: This project would create a minimum impact on the district's current infrastructure.

<u>Security</u>, <u>Safety</u>, <u>and Loss Control</u>: The project would increase the safety of Fairfield Woods Middle School to the same level as other comparable district buildings.

Environmental Considerations: This project would have no environmental impact.

<u>Funding, Financing & OSCG&R</u>: This project would not proceed without funding approval. This project does qualify for reimbursement through the OSCG&R program.

<u>Schedule, Phasing & Timing</u>: The schedule for this project would coincide with Districtwide Air Conditioning Project – Phase I work at that facility.

<u>Other Considerations</u>: The Town Purchasing Department will bid out this work, which will be awarded to a licensed professional contractor. The Town's attorney will review all contracts and advise the Board of Selectmen on executing contracts with the winning bidder. This project does require the formation of a Town of Fairfield Building Committee to qualify for CT OSCG&R reimbursement.

<u>Alternates to The Request</u>: If this request is not approved, we will continue to operate a building that does not meet the standard of other district buildings.

## Fairfield Public Schools Long Term Facilities Plan Project Summary Sheet

General Information		
Origination Date:	7/1/21	
Project No:	FWMS-006	
Project Name:	Entrance Vestibule Project	
Non-Reoccurring Status	Yes	
Project Description:	1/20/21 added to waterfall	
	9/22 moved from 29/30	
	9/22 plugged SPA estimate in	
S	Status:	
Project Budget		
Design Budget:		\$40,000
Construction Budget:		\$650,000
Construction Escalation:		\$0
Total Construction Budget:		\$650,000
Escalation Date:	9	/20/2022
Estimated Construction Start:		7/1/2023
Miscellaneous Fees and Expenses:		
- State Permits (.0026%)		\$0
- Testing & Inspections		\$0
- Advertising		\$0
Construction Admin		\$500
Commissioning		\$8,500
Hazardous Materials		\$5,500
Other		\$0
Subtotal Fees & Expenses:		\$14,500
Project Subtotal		\$704,500
Project Contingency 10%		\$65,000
Total Budget		\$769,500
OSCGR Eligible?		Yes
OSCGR Reimbursement		\$180,769
Action Items		
	1.00	
Project Priority Ranking		
- Security		
- Severity of Condition		0
- Code/Statutory		0
- Programmatic Need		0
- Constructability/Sequencing		0
· · -		0



## Fairfield Woods Middle School Vestibule Project

#### Fairfield Warde High School

Fairfield Warde High School Boiler Burner Replacement Project	\$343,86 <u>2</u>
Amount of funding request at this time	\$25,00 <u>0</u>

<u>Background</u>: Fairfield Warde was built in 1955 and has three boilers. The boilers were replaced in 2006, 2012, and 2015. The burners were in good condition at the time and were not included as part of the boiler project. The burners are now starting to fail and are showing signs of their age as they were originally installed in 2000. This funding request is for architectural design services to produce bid documents to replace the burners. A funding request for the full replacements will be made at a future date with the anticipation of a summer 2024 installation.

<u>Purpose & Justification</u>: This project would be to update the boilers to a newer burner system that would meet today's standards for energy efficiency.

<u>Detailed Description</u>: This expenditure would cover the cost of a design architect to design plans and prepare the bid to replace the burners.

<u>Estimated Cost</u>: The cost of this funding request is \$25,000. This number was calculated by working with multiple engineering firms to establish and industry standard for pricing on similar projects.

Long Range Costs: The only long-range cost would be routine maintenance of the newer system.

<u>Demand on Existing Facilities</u>: This project would ease the strain on the current infrastructure by providing newer equipment with less than current maintenance requirements. Additionally, there would be the potential for energy savings with newer, more efficient equipment.

<u>Security</u>, <u>Safety</u>, <u>and Loss Control</u>: The project would provide a safe and optimum learning environment by allowing us to maintain building temperatures through the cold months.

<u>Environmental Considerations</u>: This project would have a positive environmental impact as the new boilers would meet new standards on environmental impact.

<u>Funding, Financing & OSCG&R</u>: This project would not proceed without funding approval. This project does not qualify for reimbursement through the OSCG&R program.

<u>Schedule, Phasing & Timing</u>: This project would work through the 2023/2024 fiscal year with an engineering company on the Town's on-call services list to prepare for an early 2024/2025 bid to optimize the best pricing available.

<u>Other Considerations</u>: This project is being approved in 2023/2024 as a non-recurring request for design services; we plan to reapply for funding for this project to move forward in the 2024/2025 fiscal year.

<u>Alternates to The Request</u>: If this request is not approved, we will continue to maintain aging and failing systems to the best of our ability.

## Fairfield Public Schools Long Term Facilities Plan Project Summary Sheet

General Information		
Origination Date:	7/1/21	
Project No:	FWHS-006	
Project Name:	Replace Boiler/ Burner NR	
Non-Reoccurring Status	Yes	
Project Description:		
	Status:	
Project Budget		
Design Budget:		\$25,000
Construction Budget:		\$250,000
Construction Escalation:		\$31,246
Total Construction Budget:		\$281,246
Escalation Date:		7/1/2021
Estimated Construction Start:		7/1/2024
Miscellaneous Fees and Expenses: - State Permits (.0026%) - Testing & Inspections - Advertising Construction Admin Commissioning Hazardous Materials Other Subtotal Fees & Expenses:		\$731 \$0 \$0 \$2,813 \$2,813 \$2,813 \$0 \$0 \$0 \$6,356
Project Subtotal		\$312,602
Project Contingency 10% Total Budget		\$31,260 \$343,862
OSCGR Eligible? OSCGR Reimbursement		No
Action Items	1.00	
Project Priority Ranking - Security - Severity of Condition - Code/Statutory - Programmatic Need - Constructability/Sequencing		0 0 0 0 0



# Fairfield Warde High School Boiler Burner Replacement Project (Design Only)

#### **Fairfield Warde High School**

Knapp's Hwy Tennis/Basketball Courts Replacement	\$418,36 <u>2</u>	
Amount of funding requested at this time	\$ 30.416	

<u>Background:</u> Fairfield Warde High School Knapp's Hwy Tennis/Basketball Courts consist of four tennis-playing courts and one basketball court located near Knapp's Hwy beside the high school. They are original from the 60s and are at the end of their useful life. The tennis courts are well over 60 years old and had a resurface completed in 2007. They have substantial cracks that require ongoing repair. This funding request is for architectural design services to produce bid documents to replace the four tennis courts and one basketball court with a new post-tension system concrete playing surface, new fencing, and gates around the tennis court area, along with new nets and posts. Additionally, the basketball post and rims will be replaced. A funding request for the full replacements will be made at a future date with the anticipation of a summer 2024 installation.

<u>Purpose & Justification</u>: The condition of the existing tennis courts is considered poor and continues to deteriorate. The cracks and deterioration are beyond repair and are not cost-effective in the long term. This project would allow the school and community to use the tennis courts for many years

<u>Detailed Description</u>: This expenditure would cover the cost of a design architect to design plans and prepare the bid to replace the tennis/basketball courts.

<u>Estimated Cost</u>: The cost of this funding request is \$30,416. This number was calculated by working with established contractors to provide budget numbers based on industry standards.

Long Range Costs: Tennis courts, when installed new, should last at least 20+ years with proper preventative maintenance and power washing.

<u>Demand on Existing Facilities</u>: This project would reduce the maintenance costs of older tennis courts.

<u>Security, Safety and Loss Control</u>: This project would enhance safety and loss control by drastically reducing the risk of students, staff, and the public getting hurt on the deteriorating surface material.

<u>Environmental Considerations</u>: This project will include proper grading and drainage, which will help the environment in the immediate surrounding area.

<u>Funding, Financing & OSCG&R</u>: 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 the OSCG&R Program.

<u>Schedule, Phasing & Timing</u>: Approval of this funding will allow completion of the design work over the 2023/2024 fiscal year and preparation for a whole project approval and bid over the 2024/2025 fiscal year.

<u>Other Considerations</u>: The work will be bid out by the Town Purchasing Department and performed by outside professional licensed contractors.

<u>Alternates to the Request</u>: The alternative to this request is to do nothing. This alternative will delay this much-needed replacement and could increase the risk of closing the tennis courts for play and/or athletic events.

## Fairfield Public Schools Long Term Facilities Plan Project Summary Sheet

General Information		
Origination Date:	7/1/21	
Project No:	FWHS-007	
Project Name:	Knapps Hwy Tennis Courts & Basketball Courts	
Non-Reoccurring Status		
Project Description:		
c	Status:	
	itatus.	
Project Budget		
Design Budget:		\$30,416
Construction Budget:		\$304,163
Construction Escalation:		\$38,016
Total Construction Budget:		\$342,179
Escalation Date:		7/1/2021
Estimated Construction Start:		7/1/2024
Miscellaneous Fees and Expenses:		
- State Permits (.0026%)		\$890
- Testing & Inspections		\$0
- Advertising Construction Admin		\$0 \$3,422
Commissioning		\$3,422
Hazardous Materials		\$0,422
Other		\$0
Subtotal Fees & Expenses:		\$7,734
Project Subtotal		\$380,329
Project Contingency 10%		\$38,033
Total Budget		\$418,362
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



## Fairfield Warde High School Tennis Court Project (Design Only)



## Fairfield Warde High School Basketball Court Project (Design Only)

**Capital Projects** 

#### Holland Hill Elementary School

Holland Hill Elementary School Partial Roof Replacement	\$1,370,014
Amount of funding request at this time	\$8,000

<u>Background</u>: Holland Hill Elementary School was built in 1956, with additions and alterations in 1978, 2001 & 2018. The six built-up roof areas originally installed in 1991 and 1996 are now out of warranty and are approaching the end of life. This funding request is for architectural design services to produce bid documents to replace these six roof areas. Funding for the roof replacements will be made at a future date in anticipation of a summer of 2024 installation.

<u>Purpose & Justification</u>: This project is intended to replace the parts of the roof at Holland Hill Elementary School, showing multiple areas of fatigue. The district has identified the roof as needing replacement on the roofing waterfall chart. The areas to be replaced were not part of the latest building alteration and addition project.

<u>Detailed Description</u>: Today's funding request would be to perform design services that allow us to prepare for a full funding request in anticipation of a summer 2024 installation.

<u>Estimated Cost</u>: The cost of this funding request is \$8,000. This number was based on the results of Bid #2021-40

Long Range Costs: There are no long-range costs associated with this request.

Demand on Existing Facilities: This request causes no demand on this facility.

<u>Security</u>, <u>Safety</u>, <u>and Loss Control</u>: Once designed and installed, the new roofing system will provide a dry and safe environment for optimum working and learning</u>.

<u>Environmental Considerations</u>: Once designed and installed, the new roofing system will meet all new current codes and be consistent with industry standards.

<u>Funding, Financing & OSCG&R</u>: This project would not proceed without funding approval. The anticipated roof replacement project (that results from this architectural design) does qualify for reimbursement through the OSCG&R program.

<u>Schedule, Phasing & Timing</u>: The anticipated roof replacement project schedule would be a late fall bid in 2023; this early bid will facilitate the best pricing for a 2024 summer recess project. All work would be performed over the 2024 summer recess, and we do not anticipate issues or concerns with the start of the 2024 school year.

<u>Other Considerations</u>: The Town Purchasing Department will bid out this anticipated roof replacement work, and the work will be awarded to a licensed professional contractor. The

Town's attorney will review all contracts and advise the Board of Selectmen on executing contracts with the winning bidder. This project does require the formation of a Town of Fairfield Roof Building Committee to qualify for CT OSCG&R reimbursement.

<u>Alternates to The Request</u>: The alternate would be to keep performing regular maintenance and repairs to a failing infrastructure at a higher cost. Additionally, by not performing this work, we risk the ability to provide a dry and secure building. Not performing this work can potentially compromise the indoor air quality of the building.

## Fairfield Public Schools Long Term Facilities Plan Project Summary Sheet

General Information		
Origination Date:	7/1/21	
Project No:	HH-001	
Project Name:	Partial Roof Replacement	
Non-Reoccurring Status		
Project Description:	1/20/21added to waterfall	
5	Status:	
Project Budget		
Design Budget:	\$8,0	000
Construction Budget:	\$1,093,6	575
<b>Construction Escalation:</b>	\$136,6	593
Total Construction Budget:	\$1,230,3	368
Escalation Date:	7/1/20	021
Estimated Construction Start:	7/1/20	)24
Miscellaneous Fees and Expenses:		
- State Permits (.0026%)	\$3,1	
- Testing & Inspections		\$0
- Advertising		\$0
Construction Admin Commissioning	\$3,9	900 \$0
Hazardous Materials		\$0 \$0
Other		\$0
Subtotal Fees & Expenses:	\$7,0	
Project Subtotal	\$1,245,4	
Project Contingency 10%	\$124,5	
Total Budget	\$1,370,0	
OSCGR Eligible?		Yes
OSCGR Reimbursement	\$321,8	541
Action Items		
	1.00	
Project Priority Ranking		
- Security		
- Severity of Condition		0
- Code/Statutory		0
- Programmatic Need		0
- Constructability/Sequencing		0 0
		U



# Holland Hill Elementary School Partial Roof Replacement (Design Only)

#### **Riverfield Elementary School**

#### Riverfield Elementary School Partial Roof Replacement

<u>Background</u>: Riverfield had a new roof installed in 1991. In 2012 a roof warranty extension project was done to extend the useful life of the roof area. This past year the roof system began to exhibit signs of rapid failure and increased leaks in quantity and severity. Our roof preventative maintenance contractor (Tecta America) performed several larger area repairs that will be sufficient to maintain a dry building for this school year. Tecta America has reported that it is time to replace these roofs before these 'temporary' larger area repairs fail and further damage increases rapidly. This request is for the funding of the replacement of these roofs.

<u>Purpose & Justification</u>: The conditions of these four roofs are declining, and leaks are increasing in frequency and severity. Replacing these roofs now will prevent the need to replace them as an emergency, thus preventing disruption to the school's learning environment.

<u>Detailed Description</u>: This expenditure would cover the total costs for removing the five roof areas down to the existing roof deck and installing a new roofing system. These funds would also cover the bidding and construction administration costs and a contingency for unforeseen conditions that might be uncovered during construction activities. The replacement of a new roofing system will carry a minimum twenty-year warranty.

<u>Estimated Cost</u>: The cost of this funding request is \$ 1,565,110. This number was based on the probable cost estimate provided a Silver/Petrucelli Architects, the architectural design firm hired to design this roof replacement project.

<u>Long Range Costs</u>: Roof replacements will reduce the maintenance costs on old roofs and produce energy savings through a better insulated roof system. This roof replacement project is part of the Fairfield Public Schools waterfall schedule, and the anticipated life of this upgrade is 20+ years with our current roof preventative maintenance program.

<u>Demand on Existing Facilities</u>: This project would reduce the maintenance costs for roof repairs and increase energy efficiency in the building.

<u>Security</u>, <u>Safety</u>, <u>and Loss Control</u>: The new roofing system will provide a dry and safe environment for optimum working and learning.

<u>Environmental Considerations</u>: The new roofing system would meet all new current codes and be consistent with the industry standard. It would also reduce greenhouse gases through increased energy efficiency.

<u>Funding, Financing & OSCG&R</u>: This project would not proceed without funding approval. This project does qualify for reimbursement through the OSCG&R program.

<u>Schedule, Phasing & Timing</u>: The schedule for this project would be a late fall bid in 2022. This early bidding will facilitate the best pricing for a 2023 summer recess project. All work would be performed and completed during the 2023 summer recess.

<u>Other Considerations</u>: The Town Purchasing Department will bid out this work, which will be awarded to a licensed professional contractor. The Town's attorney will review all contracts and advise the Board of Selectmen on executing contracts with the winning bidder. This project does require the formation of a Town of Fairfield Roof Building Committee to qualify for CT OSCG&R reimbursement.

<u>Alternates to The Request</u>: The alternate would be to keep performing regular maintenance and repairs to a failing infrastructure at a higher cost. Additionally, by not performing this work, we risk the ability to provide a dry and secure building. Not performing this work can potentially compromise the indoor air quality of the building.

## Fairfield Public Schools Long Term Facilities Plan Project Summary Sheet

General Information	
Origination Date:	7/1/21
Project No:	RIV-001
Project Name:	Partial Roof Replacement
Non-Reoccurring Status	
Project Description:	1/20/21 added to waterfall 9/8/22 combined design and construction monies into one year
S	Status:
Project Budget	
Design Budget:	\$0
Construction Budget:	\$0
Construction Escalation:	\$0
Total Construction Budget:	\$0
Escalation Date:	7/1/2021
Estimated Construction Start:	7/1/2023
Miscellaneous Fees and Expenses: - State Permits (.0026%) - Testing & Inspections - Advertising Construction Admin Commissioning Hazardous Materials Other Subtotal Fees & Expenses: Project Subtotal Project Contingency 10% Total Budget	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
OSCGR Eligible?	Yes
OSCGR Reimbursement	\$367,673
Action Items	1.00
Project Priority Ranking - Security - Severity of Condition - Code/Statutory - Programmatic Need - Constructability/Sequencing	0 0 0 0

This page intentionally left blank



# Riverfield Elementary School Partial Roof Replacement Project

This page intentionally left blank

# **Roger Sherman Elementary School**

# Roger Sherman Elementary School Partial Roof Replacement\$1,916,647

<u>Background</u>: Five roof areas are at the end of their useful lives and are in need of replacement. Two roofs were installed in 1991, and the other three were installed in 2000. These roofs are out of warranty as of 2016 and 2020, respectively. The roof systems are showing signs of failure, and our roof preventative maintenance contractor has reported that it is time to replace these roofs before further damage increases rapidly. This request is for the funding of the replacement of these roofs.

<u>Purpose & Justification</u>: The conditions of these five roofs are declining, and leaks are increasing in frequency and severity. Replacing these roofs now will prevent the need to replace them in an emergency, thus preventing disruption to the school's learning environment.

<u>Detailed Description</u>: This expenditure would cover the total costs for removing the five roof areas down to the existing roof deck and installing a new roofing system. These funds would also cover the bidding and construction administration costs and a contingency for unforeseen conditions that might be uncovered during construction activities. The replacement of a new roofing system will carry a minimum twenty-year warranty.

<u>Estimated Cost</u>: The cost of this funding request is \$ 1,916,647. This number was based on the probable cost estimate provided a Silver/Petrucelli Architects, the architectural design firm hired to design this roof replacement project.

<u>Long Range Costs</u>: Roof replacements will reduce the maintenance costs on old roofs and produce energy savings through a better insulated roof system. This roof replacement project is part of the Fairfield Public Schools waterfall schedule, and the anticipated life of this upgrade is 20+ years with our current roof preventative maintenance program.

<u>Demand on Existing Facilities</u>: This project would reduce the maintenance costs for roof repairs and increase energy efficiency in the building.

<u>Security</u>, <u>Safety</u>, <u>and Loss Control</u>: The new roofing system will provide a dry and safe environment for optimum working and learning.

<u>Environmental Considerations</u>: The new roofing system would meet all new current codes and be consistent with the industry standard. It would also reduce greenhouse gases through increased energy efficiency.

<u>Funding, Financing & OSCG&R</u>: This project would not proceed without funding approval. This project does qualify for reimbursement through the OSCG&R program.

<u>Schedule, Phasing & Timing</u>: The schedule for this project would be a late fall bid in 2022. This early bidding will facilitate the best pricing for a 2023 summer recess project. All work would be performed and completed during the 2023 summer recess.

<u>Other Considerations</u>: The Town Purchasing Department will bid out this work, which will be awarded to a licensed professional contractor. The Town's attorney will review all contracts and advise the Board of Selectmen on executing contracts with the winning bidder. This project does require the formation of a Town of Fairfield Roof Building Committee to qualify for CT OSCG&R reimbursement.

<u>Alternates to The Request</u>: The alternate would be to keep performing regular maintenance and repairs to a failing infrastructure at a higher cost. Additionally, by not performing this work, we risk the ability to provide a dry and secure building. Not performing this work can potentially compromise the indoor air quality of the building.

# Fairfield Public Schools Long Term Facilities Plan Project Summary Sheet

General Information		
Origination Date:	7/1/21	
Project No:	SHERM-001	
Project Name:	Roof Replacement	
Non-Reoccurring Status		
Project Description:		
	Status:	
Project Budget		
Design Budget:		\$0
Construction Budget:		\$0
Construction Escalation:		\$0
Total Construction Budget:		\$0
Escalation Date:		7/1/2021
Estimated Construction Start:		7/1/2023
Miscellaneous Fees and Expenses: - State Permits (.0026%) - Testing & Inspections		\$0 \$0
- Advertising		\$0
Construction Admin		\$0
Commissioning		\$0
Hazardous Materials		\$0
Other		\$0
Subtotal Fees & Expenses:		\$0
Project Subtotal		\$0
Project Contingency 10%		\$0
Total Budget		\$1,916,647
OSCGR Eligible?		Yes
OSCGR Reimbursement		\$450,255
Action Items		
	1.00	
Project Priority Ranking - Security		
- Severity of Condition		0
- Code/Statutory		0
- Programmatic Need		0
- Constructability/Sequencing		0
		0

This page intentionally left blank



# Roger Sherman Elementary School Partial Roof Replacement Project

# A RESOLUTION APPROPRIATING \$760,000 FOR THE COSTS RELATED TO USES OF CORONAVIRUS STATE FISCAL RECOVERY FUND AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

**WHEREAS**, the Town of Fairfield, Connecticut (the "Town") received grant funds from both the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund in the total amount of \$24,800,000 (the "Grant Funds"); and

WHEREAS, on September 27, 2021, the Town's Representative Town Meeting ("RTM") approved a resolution entitled: "A RESOLUTION APPROPRIATING \$24,800,000 FOR THE COSTS RELATED TO USES OF CORONAVIRUS STATE FISCAL RECOVERY FUND AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND SPECIFIED IN EXHIBIT A" (the "Initial Resolution"); and

WHEREAS, on October 24, 2022, the Town's RTM approved a resolution entitled: "A RESOLUTION AMENDING AND RESTATING A RESOLUTION ENTITIED "A RESOLUTION APPROPRIATING \$24,800,000 FOR THE COSTS RELATED TO USES OF CORONAVIRUS STATE FISCAL RECOVERY FUND AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND SPECIFIED IN EXHIBIT A," TO REDUCE THE APPROPRIATION TO \$22,640,000 AND REVISE CERTAIN USES OF FUNDS IN THE PROJECT LIST AS REFLECTED IN THE ATTACHED AMENDED EXHIBIT A" (the "Amended Resolution") in order to amend and restate the Initial Resolution to reflect certain project list revisions, including funding amounts for certain projects, as reflected in the Exhibit A attached to the Amended Resolution; and

**WHEREAS**, the Amended Resolution reduced the total appropriation from \$24,800,000 to \$22,640,000; and

**WHEREAS**, Grant Funds in the amount of \$2,160,000 remain to be appropriated for additional Town projects, and the Town desires to appropriate \$760,000 of the \$2,160,000 in Grant Funds for the uses specified in **Exhibit A** attached hereto.

# NOW, THEREFORE, BE IT RESOLVED:

As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield, Connecticut hereby appropriates the sum of Seven Hundred Sixty Thousand and 00/100 Dollars (\$760,000) subject to the availability of such funds, for the uses specified in the project list set forth in the attached **Exhibit A**.

# EXHIBIT A

# Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund Project List

Department	Project	Amount
Fire	Fire Station Rehabilitation	\$50,000
Fire	Shift Commander Vehicle Replacement	\$150,000
Park & Rec	Sgt. Murphy Playground Replacement	\$150,000
Police	Police Department Headquarters Rehabilitation	\$350,000
Fire	Vehicle Replacement	<u>\$60,000</u>
		\$760,000

# 1. Background

This project is Phase 3 of a multiyear Program enabling the rehabilitation of the five Fairfield Fire Stations. The Program addresses the major living and operating spaces critical to efficient, safe and healthy working conditions. The first five years of the Program addresses bathrooms, overhead doors, vehicle apparatus bay exhaust systems, apparatus maintenance facilities, ADA compliance, security initiatives, infrastructure and continuity of operations systems, window replacement and a kitchen renovation. This Program is distinct from and not addressed by the DPW "Capital Needs Assessment" which pointed out Town Facilities' code violations, HVAC and other internal building infrastructure needs. We believe that the Fire Department's comprehensive Station Rehabilitation Program will preserve the operating effectiveness of our facilities for decades.

# 2. Purpose and Justification

The Fire Department proposes to renovate conditions at Fire Stations over the next fiscal years. This proposal comes after annual assessments of our facilities beginning in 2016. Over this period the fire department, with the assistance of the DPW, evaluated the conditions of the stations and highlighted the priority projects that cannot be completed without capital budget investments. The department respectfully requests this investment in our stations.

These projects include repair, renovation or replacement of the spaces and systems. They include:

- FY 21 Bathrooms Design: Architect produced design of bathrooms at Stations 2, 1 and 5.
- FY 22 Exhaust Systems were completed, Overhead Doors: Planning Stage
- FY 23 Overhead Doors: Underway in Q2, Renovation of Station 2 Bathrooms Q1-Q2. Continuation of Bathroom renovations: Station 1 is next. Station 5 will be in future FY.
- Future Projects: Renovation of Administrative Offices, Elevator and Fire Sprinklers at Headquarters, Station 2 Dorm Upgrade, Station 1 Kitchen Upgrade and Storage Space Addition, Cameras, Security and Generators at various fire stations, Station 3 Apparatus Epoxy floor.

Each of these projects address specific issues. The projects are sequenced to insure that no portion of a project would be duplicative or require further investments. Through careful design and selection of durable, cost effective and easy to maintain materials each project is expected to have long service life extending for decades.

The completion of this Multi-Year Fire Station Rehabilitation Project will address the major shortcomings plaguing our facilities. It is expected that following the completion of this project, the department will maintain its facilities with normal operating budget appropriations for building maintenance.

# 3. Detailed Description of Proposal

The major focus of this request is to continue the bathroom renovation project. Fire Station 2's bathroom is complete and rather than accepting last-year's bid results for Station 1 we are re-bidding the project utilizing existing Architect's drawings and hope to get more favorable costing.

The project we are looking to complete in this request is Fire Station 1. Last year's bids ranged from \$312K to \$405K, not including asbestos and lead remediation and temporary bathroom trailers. We believe that prices may be more favorable at this time.

# 4. Reliability of Cost Estimate

Project budget is based on estimates provided in FY22 Q2 but will go out to re-bid FY23 Q3 in order to ensure reliable cost estimate and with possibility to reduce quoted prices.

# 5. Increased Efficiency and Productivity

The existing equipment and spaces are highly inefficient and unreliable. These spaces were built over 60 years ago. 1950's-era windows will be replaced in second floor spaces and will reduce energy loss. There have been numerous failures of 2<sup>nd</sup> floor bathroom piping which resulted in leaks into the kitchen area below.

# 6. Additional Long Range Costs

The department expects reduced long term maintenance costs as the existing equipment is subject to failures requiring costly emergency repairs by contractors.

# 7. Additional Use or Demand

These projects are part of the comprehensive multiyear station improvement plan and will provide safe and efficient fire station services for 30-40 years.

# 8. Alternatives to This Request

The proposal makes the best use of capital funding. The alternative would be to have a larger capital request and then attempt to complete all the remaining bathroom projects at one time. However, the bids that were originally received did not indicate significant savings for that scale of work.

# 9. Safety

This project is expected to considerably improve the health and safety conditions. This project will assure that waste-water is not leaking into the kitchen area causing a serious health concern. Additionally, Station 1 is open to the public and the completion of this project will provide required ADA facilities.

# **10. Environmental Considerations**

Environmental concerns such as lead, asbestos and PCBs are addressed properly during construction projects. Additionally, all new fixtures are energy efficient.

# 11. Insurance

N/A

# 12. Financing

Bonding per Town Policy.

# 13. Other Considerations

<u>N/A</u>

# 14. Approvals

BOS, BOF, RTM



140 Reef Road Fairfield, CT 06824-5997

Administrative Office

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

December 8, 2022

# 14 Point Summary of Funding Request for Replacement of Fire Department Command Vehicle: \$150,000

# 1. Background

The function and reliability of fire apparatus and the equipment carried on them directly impacts the ability of the Fairfield Fire Department to accomplish its primary mission of saving lives and protecting property. In accordance with the apparatus replacement program, the department is requesting replacement of Car 3, a 2019 Ford F-250. Car 3 was placed in service April 2019 and by the time it's delivered and outfitted, it will be in service for about 5 years and will have over 80,000 miles on it. Car 3 is the shift commander's response vehicle that responds to all multi-unit responses and provided command and coordination to all multi-unit incidents. It is essential that the shift commander have a reliable four wheel drive vehicle capable of safe operation in all weather conditions. When the shift commander arrives on the scene emergency, they assume command of the incident. Establishment of effective incident command with the required to technology to support the incident operations protects the safety of the responders and assures an effective and coordinated response to the fire or other emergency. Car 3 is consistently utilized as part of the Incident Command Post.



# 2. Purpose and Justification

- a. Our replacement program calls for replacement of the shift commander's vehicle every 5 years.
- b. The shift commander travels approximately 16,500 miles per year.
- c. Existing Car 3 is a 2019 Ford F-250 with 57,000 miles. By time of replacement Car 3 will have approximately 82,000 miles.
- d. This vehicle is a front line response vehicle that serves as the foundation for our incident management team. It provides critical incident management resources. It also contains firefighting equipment as well as command and communications equipment. It is in service 24 hours a day, 7 days a week. As the fire service evolves into an all hazards response organization, we take on more roles and responsibilities which means more equipment and technology. We need a durable, reliable and capable vehicle to perform the functions that it provides.
- e. Existing Car 3 will be used as a reserve unit when Car 3 is out for service. It will also be placed in front line service when the Callback Shift Commander comes in during working fires or weather events.

\$150,000

# 3. Detailed Description of Proposal

Vehicle, F250	\$55,000
Cap and Tray	\$ 9,000
Warning Equipment and Vehicle Marking	\$19,000
Custom Outfitting for Incident Management Equipment	\$22,000
Communications and Incident Management Technology/Equipment	\$25,000
Fire and Rescue Equipment	\$20,000

# **Total Cost of Project**

#### 4. <u>Reliability of Cost Estimate</u>

On a scale of 1 to 10, the reliability of this estimate is a 9.0. The proposed request is uncomplicated and costs are easily quantified.

# 5. Increased Efficiency and Productivity

This purchase will enable timely replacement of equipment used daily in our core mission and ensure efficient and reliable response and command.

# 6. Additional Long Range Costs

None anticipated.

# 7. Additional Use or Demand

None anticipated.

#### 8. <u>Alternatives to This Request</u>

None

# 9. Safety

The Incident Commander makes incident management decisions that are critical and can be life altering. To do this properly, they must have modern technology readily available on the fire scene. This technology includes incident management software, air management software, and accurate electronic pre-plan information. Additionally, there is a great deal of data that indicates that exposure to firefighting gear and equipment can increase the likelihood of cancer in firefighters which is why the Fairfield Fire Department along with numerous other emergency response groups such as Bridgeport, Stratford, Wilton, Norwalk and East Haven Fire Departments, as well as the Connecticut State Police, have switched from an SUV style command vehicle to a pick up style to remove all PPE from the passenger compartment of vehicles. Our use of this type of vehicle has kept firefighting equipment and gear separate from the passenger area of the vehicle.

# 10. Environmental Considerations

No Environmental impact.

# 11. Insurance

N/A

# 12. Financing

No additional expenditures are tied to this request. We expect this item to have a useful life for budgeting purposes of 15 years: 5 years first-line service 5 years as a spare vehicle and 5 years as a utility vehicle.

# 13. Other Considerations

N/A

# 14. <u>Approvals</u>

First Selectman, Board of Selectmen, Board of Finance, RTM

# **SGT MURPHY PARK**

# PLAYGROUND REPLACEMENT

# NON-RECURRING CAPITAL REQUEST

2024



# Town of Fairfield – SGT Murphy Park Playground Replacement

# 1. Background:

SGT Murphy Park is a 1.5 acre piece of property located at 140 Reef Road. This park is similar to many of the Town's inventory of parks as this is a neighborhood park. The park consists of a covered pavilion with a picnic table, a couple benches, and an outdated playground. The playground includes an original swing set with four swings, a slide, an old seesaw, and a dated set of monkey bars. We are requesting \$150,000 for funding the replacement of the playground equipment, upgrades to the covered pavilion, and to add additional picnic tables and benches.

# 2. Purpose & Justification:

The condition of the existing playground is considered poor and continues to deteriorate to the point that the equipment is unsafe. Many repairs, fixes and new paintings have been performed over the years but current examination by our Master Plan consultant has clearly identified that it is time for a full replacement.

# 3. Detailed Description of Proposal:

The expenditure would cover the total costs for demolition and removal of existing playground equipment. It would also cover the complete installation of the new equipment and wood fiber surfacing.

# 4. Reliability of Estimated Cost

The cost of materials and installation was estimated by KOMPAN. The new playground would meet all playground safety requirements.

# 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. While the park is currently functional, there will come a point where equipment will fail and need to be removed and/or replaced. The cost of doing nothing also runs the risk of potential lawsuits for injuries on noncompliant playground equipment.

# 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 playground 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







# **Police Department Rehabilitation**

Year 1: Lobby Reconfigure; Build Shift Commander Office; Classroom Technology; Carpets. Rough Est. \$300,000

Year 2: Men and Women's Locker Rooms and Bathroom; Booking; Detention Area Rough Est. \$500,000

Year 3: Former ECC Redesign; Rough Est. 300,000

# 1. Background

The police department building has been operating 24/7/365 since 1976. In the last 50 years, the needs of the police department have grown. Like every growing police department, the needs for more parking, more office space, and more indoor and outdoor secured storage have increased.

In addition to the square footage and footprint concerns, there are concerns regarding the basic functionality and safety of the various areas in and around the police department.

One can make an argument that the Police Department is in need of new facility. The disjointed structure of the building does not allow for all Divisions and Bureaus to work in the same cohesive space. Over the years, Server Rooms and Evidence Storage have taken real estate of office space. All the bathrooms in the building need to be updated, sinks, toilets and the roof leak, electrical outlets constantly trip, and HVAC can rarely be regulated to work comfortably, even after the recent upgrade to the system. We often field union complaints about the working conditions in the building. Any large equipment or vehicles that are seized as evidence are stored in our general unsecured outdoor parking lot. Due to ongoing maintenance issues, security becomes challenging as contractors and venders are required to both be vetted and escorted (according to federal requirements) throughout the building. This issue is further exacerbated because of consistent work being performed by various telecommunications companies that need access to the Police Department's roof and cell phone tower.

FPD Command Staff members have consolidated some of these concerns and are proposing a 3-year renovation plan for some of the heaviest impacted areas around the police department. This effort will address the major operating spaces critical to efficient, safe and healthy working conditions.

Ideally, this renovation is a multiyear project, to be completed in 3 separate phases. Each phase will align with a fiscal year (FY), contingent on design, supply chain, and construction availability.

The 3 phases are listed below:

# FY 23-24

- Lobby reconfiguration Addition of Shift Commander Office
- New carpets throughout the building
- Upgrade the technology in the multipurpose classroom (used for training, press conferences, commissioner/town meetings)

# FY 24-25

- Upgrade the safety of the police booking area and build a mental wellness holding area
- Women's Locker Room & Bathroom & Lactation Area
- Men's Locker Room & Bathroom

# FY 25-26

• Former ECC Redesign

# 2. Purpose and Justification

The following summarizes the 3 phases of this proposed project. However additional information including a variety of concerns can be found in the Town's Capital Needs Assessment Report (October 8,2021).

# Phase 1 of this project includes three major elements.

FY 23-24 consists of three renovations.

- 1. Addition of Shift Commander Office and remodel lobby
- 2. Upgraded Technology in the multipurpose classroom
- 3. New carpets throughout the building

# FY 23-24 Project 1

Circa 1990, the police department converted a small 10x10 interview room connected to the PD's main lobby into an office for the Patrol Shift Commanders (Lieutenants). This office, pictured below, is shared (24/7) by four of Patrols highest-ranking officials. It is here that they meet with members of the community, hear citizen complaints, plan events, meet with subordinate officers and make critical decisions. The office was never compatible to serve the needs of a Shift Commander.

This project requires walls be removed, expanding the current office into the main lobby space. This expansion would encapsulate one of the current bathrooms in the lobby. This newly acquired space would require the bathroom to be remodeled into a locker room for the Shift Commanders, which would be accessible through the newly constructed office. During that time, the lobby should be renovated, however the cost would increase substantially. There are also HVAC and Electrical concerns.



Cost of this project is difficult to determine without retaining an architect and builder.

# FY 23-24 Project 2

There is a need to upgrade the technology in the Multipurpose Community Classroom. This room is used for our Emergency Management System, Training Classroom, Citizens Police Academy, Press Conferences and Commissioner Meetings. This project will update the technology capabilities of the room, consisting of audio/visual aids, cameras and advanced communications needs of our agency. The aging furniture within this room should be replaced to accommodate the multipurpose nature of this environment.

An estimate was obtained of \$50,000 to retrofit the technology in this classroom.

# FY 23-24 Project 3

Replace the roughly 7,000 square feet of carpet throughout the Police Department, excluding the carpet in the lobby and break room. (Lobby will be under construction and the break room will be consumed by the new PD locker room).

An estimate was obtained of \$35,000 to replace the carpets. 7000sf x \$5sf.

# Phase 2 of this project includes three major elements.

FY 24-25 consists of three renovations.

- 1. Women's Locker Room & Bathroom & Lactation Area
- 2. Men's Locker Room & Bathroom
- 3. Upgrade the safety of the police booking area and build a mental wellness holding area

# FY 24-25 Project 1

The Police Department currently has 12 female police officers all of which need to be provided with a locker to secure their belongings, including sensitive items, such as radios, bulletproof vests, police uniforms and firearms. As illustrated in the picture below, six of those lockers are physically located in the latrine area. The second picture illustrates the remaining nine lockers. Though there are a total of 15 lockers, these lockers are old, small and rusting. This proposal suggests that the bathroom be remodeled, in addition to adding a second shower stall. A Lactation Room needs to be added to comply with federal law. To achieve this, it requires the current and only department fitness center to be decommissioned to acquire the needed space for expansion.



FY 24-25 Project 2

The men's locker-room is plagued with similar issues; Limited ventilation, limited lighting, and insufficient storage space for officers. It is important to note that these

locker rooms were original to the building. These lockers have very limited storage space, no airflow, no electricity to charge cameras, flashlights, phones and radios.

This proposal also calls for a remodel of the men's locker room bathroom. This remodel will also add 2 more shower stalls (totaling 4). This renovation requires the current and only department break room to be decommissioned to acquire the needed space for expansion.



# FY 24-25 Project 3

# Detention Area;

The detention area of the police department facilitates the processing of an arrestee and serves as a temporary holding facility for evidence. Currently, this area is furnished with regular office furniture, which cannot be secured to the floor. This poses a threat to officers and arrestees. Furnishing this room with the appropriate furniture would ensure a safer environment for officers and arrestees.

Secondly, in order to comply with the best law enforcement practices while dealing with arrestees, an industry trend is providing a safe holding facility for arrestees. These are known as de-escalation/cool down/padded rooms. These rooms are used to create an environment completely removed from outside distractions, facilitating de-escalation within a safe environment. These rooms are typically equipped with floor and wall padding, and can also involve impact-absorbing floor tiles and other safety features.

# Phase 3 of this project.

FY-25-26

Phase 3 of this project pertains to the former ECC space. This space will need to act as a temporary locker room during phase 2. Currently, the space is occupied with office cubicles once used by telecommunicators. There are wires, computers, and printers that need disassembling. After disassembly, lockers will need to be installed, windows will need to be removed, locks placed on the doors and other modifications (such as access to server rooms) as this space will serve as a temporary locker-room for the female and male officers during phase 2.

The future use of this space has yet to be determined. There is an old kitchen and bathroom attached to the ECC that need to be addressed as well. Ideas for this space include a fitness room and break room, as the current ones will be decommissioned for the expansion of the female and male locker rooms.

# 3. Detailed Description of Proposal

FY 23-24

• Lobby remodel - Shift Commander Office

Considerations:

Architect Costs (Unknown Hazardous Materials) Removal of Walls Reconfiguring Walls Remodel bathroom Moving an ADA complainant exterior door Electrical HVAC Furniture Bullet Proof Construction Material

- Upgrade the technology in the multipurpose classroom (used for training, press conferences, commissioner/town meetings)
- New Carpets

FY 24-25

- Women's Locker Room & Bathroom
- Men's Locker Room & Bathroom

Architect Costs

(Unknown Hazardous Materials) Removal of Walls Reconfiguring Walls Remodel bathrooms Decommission Fitness Center (Consumed by the women's locker room) Decommission Break Room (Consumed by the men's locker room) Electrical HVAC Furniture- 24 inch Lockers

 Upgrade the safety of the police booking area and build a mental wellness holding area

Requires Furniture Upgrades, relocating an evidence storage facility currently occupying a detention cell, and a vendor to build a de-escalation room.

FY 25-26

• Former ECC Redesign

This space is in the basement of Police Headquarters.

Architect Costs (Unknown Hazardous Materials) Removal of Walls Reconfiguring Walls Removing and/or Remodeling a Kitchen Electrical HVAC

This space must be done after the locker room project, as it will serve as the temporary female, then male locker room.

# 4. Reliability of Cost Estimate

Currently, these are conservative estimates. An architect is needed to best configure the space, search for any hazardous materials that may be present and structural considerations. There was a RFP put out for Architecture Company's in 2021 by our towns Purchasing Department. The estimated cost of architects exceeded the money the police department was willing to spend from the operating budget at that time.

# 5. Increased Efficiency and Productivity

- Provides a better working environment for employees.
- Possibly removes some hazardous materials.
- Promotes officer wellness.
- More attractive for potential police recruits.
- Provides a more efficient and technologically advanced community room.
- Provides more lockers and locker space for a growing police department.
- Allows for a safer booking area for officers and arrestees.
- Will also assist in being in compliance with accreditation standards.

# 6. Additional Long Range Costs

We continue to invest money and resources into the current building to keep it operational and functional despite its obvious shortcomings.

# 7. Additional Use or Demand

These projects are part of the comprehensive multiyear improvement plan and will provide a safer and more efficient work environment of our employees for the next 20 years.

# 8. Alternatives to This Request

There is an alternative to this project. The cost of a maintaining and operating within an old building comes with challenges. An alternative would be to consult with a Facility and Space needs assessment expert who can determine the cost benefit of either rehabilitating the current police department versus seeking a new facility. Either way would promote meeting the agency's growing needs.

# 9. Safety

This project is expected to considerably improve the health and safety conditions.

# **10. Environmental Considerations**

Concerns of hazardous material may be present as the building was constructed in the 70's.

# 11. Insurance

N/A

# 12. Financing

Bonding per Town Policy.

# 13. Other Considerations

# 14. Approvals

BOS, BOF, RTM

#### MEMORANDUM

TO:	Fairfield RTM's Legislation and Administration Committee
FROM:	Jill Vergara (RTM District 7)
Cc:	Ordinance revision co-sponsors—Jeff Galdenzi (D3), Jay Wolk (D5), Andrew Graceffa (D6), Dru Georgiadis (D9) Chief Kalamaras and Captain Weihe Town Attorney, Jim Baldwin
Re:	Revisions to Chapter 78, Noise, of Fairfield's Town Code
DATE:	February 14, 2023

We are submitting proposed revisions to the Town's Noise Ordinance with the following goals:

- 1) To give the police department more tools to use to assist in enforcement and to simplify standards applied
- 2) To broaden protections to include daytime hours
- 3) To be responsive to multiple constituent complaints and concerns regarding unregulated noise at town-leased/rented properties, disruptive yard maintenance noise, vehicular engine revving, loud mufflers, and fireworks
- I. PLAINLY AUDIBLE STANDARD ADDRESSES THE NEED FOR ADDITIONAL ENFORCEMENT TOOLS

§ 78-2 <u>PLAINLY AUDIBLE—Any sound that can be detected by a person using his or his</u> <u>unaided hearing faculties of normal acuity. As an example, if the sound source under</u> <u>investigation is a portable or vehicular sound amplification or reproduction device, the</u> <u>enforcement officer need not determine the title, specific words, or the artist</u> <u>performing the song. The detection of the rhythmic bass component of the music is</u> <u>sufficient to constitute a plainly audible sound.</u>

In reviewing enforcement actions over the past few years, it has become clear that the police need additional enforcement tools. Our current noise ordinance relies exclusively on decibel readings to assess whether violations have occurred. These decibel readings must be taken by a sound level meter but taking these decibel readings at the emitter's property is cumbersome and impractical for our police officers. Not only are patrol cars are not equipped with sound meters, but our police officers already must manage several devices and any additional devices in our police officers' hands may impede them from protecting themselves or others. Rather than issuing infractions pursuant to our local noise ordinance that requires decibel measurement, our police officers issue violations pursuant to Connecticut General Statutes Section 53a-181a, or Creating a Public Disturbance (which uses a reasonableness

standard and requires intent to cause a public disturbance). Fines issued under public disturbance/breach of peace are collected by the State; whereas notice infractions issued pursuant to our local noise ordinance would be collected by the Town.

Several other towns have recognized the need to give their police officers more tools and standards to enforce their noise regulations. Norwalk, Rocky Hill, Hartford, Bloomfield and Torrington have successfully included PLAINLY AUDIBLE standards in their noise ordinances. In these towns, the PLAINLY AUDIBLE standard has proven to be an effective tool for their police officers.

Like these other towns, we have limited application of this standard only to noise produced by a SOUND PRODUCTION DEVICE ("<u>Any device whose primary function is the</u> <u>production of sound, including but not limited to any musical instrument, loudspeaker, radio,</u> <u>vehicle stereo, vehicle muffler, television, digital or analog music player, public address system</u> <u>or sound-amplifying equipment.</u>" §78-2 Definitions). With approximately 90% of noise complaints stemming from loud music, we are hopeful that this new standard will give the police the discretion they need for most complaints.

Under the revised Section 78-4 (Noise level measurement procedures) that we have proposed, "Noise will be plainly audible by a person with normal hearing when such noise can be heard at the distances enumerated in § 78-5. Distances may be measure by approximation from the source of noise." The distances enumerated in Section 78-5 are: 100 feet or inside a residence during nighttime hours when the receptor is in a Residential Zone; 150 feet or inside a residence during daytime hours when the receptor is in a Residential Zone; 200 feet when the receptor is in a Business Zone; and 250 feet when the receptor is in an Industrial Zone. Simplifying and adding clarifying language to the noise level standards in Section 78-5 makes the rules and standards easier to understand for our residents and easier to enforce for our officers. Our current table is complex and confusing.

# II. INCLUSION OF DAYTIME HOURS BRINGS OUR ORDINANCE IN LINE WITH ALL OTHER MUNICIPALITIES AND IS RESPONSIVE TO CONSTITUENT COMPLAINTS

# § 78-2 DAYTIME HOURS—Hours not defined as nighttime.

§ 78-3 It shall be unlawful for any person to emit or cause to be emitted any noise from such person's property beyond the boundaries of his property lines in excess of the noise levels set forth in § 78-5 during the <u>daytime or</u> nighttime hours as defined in § 78-2, except in those incidences provided for in § 78-7 and § 78-8.

§ 78-5A—No person shall emit noise exceeding the levels stated herein during <u>daytime</u> or nighttime hours, except in those incidences provided for in § <u>78-7</u> and § <u>78-8</u> of this chapter: Residential receptor. Daytime. 55 dBA Over the pandemic, the town experienced a steady increase in noise complaints, with 2021-2022 complaints (474 total) representing a 30% increase over complaints made in 2019-2020 (366). Many residents were working from home and continue to work from home, and constituents began to complain about daytime noise. The failure of our ordinance to specify daytime noise standards created a regulatory gap that was not meeting the needs of our residents and was not meeting the legislative intent to protect people from "[I]oud, excessive and unreasonable noise." Fairfield Town Code, § 78-1.

Our review of other Connecticut municipalities' noise ordinances, as well as the baseline state protections (Connecticut Department of Environmental Protection, Title 22a, §§ 22a-69-1—22a-69-7.4), revealed that Fairfield is the only town in Connecticut (of the 66 with their own local ordinances) not to include protections for the daytime hours. Indeed, Fairfield's definition of nighttime hours is the least restrictive of all towns and exactly mirrors the baseline set by the State's regulation for weekdays (10:00 p.m. to 7:00 a.m.) and is less restrictive for weekend hours (Fairfield's extension of protections on the weekend are from 11:00 p.m to 8:00 a.m.). Setting standards for daytime noise is not only responsive to our residents' complaints but brings Fairfield's ordinance in line with all other municipalities and state regulatory guidance.

In Section 78-2, we define DAYTIME HOURS as "Hours not defined as nighttime," which is a common definition used when towns have different weekday and weekend hours;<sup>1</sup> and in Section 78-5, we set the decibel level at 55 dBA only for complaints in residential zones.<sup>2</sup> We also expanded the activities excluded from regulation in Sections 78-7 and 78-8 to accommodate for the expansion of protections into daytime hours. The additional activities excluded from noise regulation include:

- agricultural activities (§ 78-7(F));
- public school construction (§ 78-7(G));
- road maintenance activities by DPW and WPCA (§ 78-7(I));
- garbage collection during daytime hours (§ 78-7(J));
- public demonstrations and protests during daytime hours (§ 78-7(P)); and
- construction, blasting, demolition, power tools, home maintenance tools, landscaping and yard maintenance conducted 7:00 a.m. to 8:00 p.m. on the weekdays and 8:00 a.m. to 6:00 p.m. on the weekends
- III. THE NOISE REVISIONS ARE RESPONSIVE TO SEVERAL CONSTITUENT COMPLAINTS INCLUDING EXCESSIVE NOISE AT THE BURR MANSION, DRAG RACING THROUGH THE STREETS WITH LOUD MUFFLERS AND ENGINE REVVING, DISRUPTIVE YARD MAINTENANCE NOISE AND FIREWORKS

As discussed earlier, daytime noise concerns became more prevalent over the past few years. Constituents have written to RTM members about loud outdoor music (including but not

<sup>&</sup>lt;sup>1</sup> See Farmington and Rocky Hill noise ordinances.

<sup>&</sup>lt;sup>2</sup> 55 dBA is a standard DAYTIME HOURS sound level. See Norwalk, Farmington and Rocky Hill noise ordinances, See also R.C.S.A. § 22a-69-3.5.

limited to rented/leased town properties like the Burr Mansion), yard maintenance noise (mostly leaf blower complaints), building construction, loud mufflers, engine revving and unnoticed fireworks. In response to these complaints, we have sought legislative solutions to include in our proposed revisions.

In Section 78-8, a new section of the ordinance entitled, "Specific Prohibitions," the following activities are specifically prohibited to address the above-outlined issues:

- Construction, blasting, demolition, power tools, home maintenance tools, landscaping and/or yard maintenance equipment operated between 8:00 p.m and 7:00 a.m. on weekdays and between 6:00 p.m. and 8:00 a.m. on the weekends/ federal holidays unless these activities can meet the limits set forth in § 78-5 for nighttime hours<sup>3</sup>
- Impulse noise such as vehicle backfiring, engine racing, and unnecessary horn blowing<sup>4</sup>
- Igniting fireworks, except by the Town of Fairfield or its designees
- Private use of town property that exceeds the noise level standards set forth in § 78- $5^5$

With regards to leaf blowers specifically, several communities are considering banning gas leaf blowers (Westport successfully passed an ordinance limiting use of gas leaf blowers). Our revisions are a smaller step towards controlling some of the disturbing landscaping noise. Instead of targeting one activity and banning it wholesale, we have broadened nighttime protections to try to ensure more peaceful enjoyment of one's property at times when people should be able to expect more quiet. If these changes do not achieve the protections necessary for Fairfield's residents, we recommend further analysis and discussion with the police department and/or conservation (as the environmental concerns are as much, if not more, of a concern with regards to gas leaf blowers as the noise).

# IV. CONCLUSION

These revisions are a culmination of much research and analysis regarding noise regulation across the State. Fairfield's ordinance is outdated and neither meets our residents'

<sup>&</sup>lt;sup>3</sup> Note that these times have been changed since we first submitted the revisions to the Moderator. After receiving input from the police department, we narrowed the times in which these activities are prohibited by one hour in both the morning and night. Also note that after receiving input from both Park and Recreation Director Anthony Calabrese and the Fairfield Athletic Foundation, we have carved out an exception for maintenance of town fields from this prohibition: "Maintenance of town playing fields shall not be subject to this prohibition." Fairfield Town Code § 78-8(A).

<sup>&</sup>lt;sup>4</sup> Note that we removed "leaf blower revving" from the list of impulse noises specifically prohibited in Section 78-8 (B) after receiving input from the police department.

<sup>&</sup>lt;sup>5</sup> This prohibition was added to address the issue that arose with Burr Mansion. We wanted to clarify that all events, even those permitted through the town, must abide by the noise level standards established in this ordinance. In addition, we added clarifying language in the exclusion of activities sanctioned by the town, that those excluded public celebrations must be open to the public and not private events. § 78-7 Exclusions: "Noise created by public celebrations and on-site recreational or sporting activities which are sanctioned by the State of Connecticut or the Town of Fairfield and are open to the public."

needs nor gives the enforcement agent (our police department) the appropriate tools to enforce the ordinance. While these revisions do not address all problems, they are an important step forward.

# Chapter 78 Noise

[HISTORY: Adopted by the Representative Town Meeting of the Town of Fairfield 6-25-1985. Amendments noted were applicable.]

# **GENERAL REFERENCES**

Alarms producing exterior audible sound — See Ch. 45, § 45-5.

# § 78-1 Legislative intent.

§ 78-2 Definitions.

- § 78-3 Excessive noise prohibited.
- § 78-4 Noise level measurement procedures.
- § 78-5 Noise level standards.
- § 78-6 Administration, and enforcement, and penalties.
- § 78-7 Penalties for offenses Exclusions.
- § 78-8 ExceptionsSpecific prohibitions.
- § 78-9 ExemptionsConflict with other regulations.
- § 78-10 Existing noise sourcesSeverability.

# § 78-1 Legislative intent.

Government is instituted to protect life, liberty and property. Loud, excessive and unreasonable noise during the nighttime hours is an interference with a person's right to the use and enjoyment of his/her property, especially in residential areas where human beings sleep or areas where serenity and tranquility are essential to the intended use of the land. The purpose of this chapter is to provide an objective standard and procedure for enforcing property rights. This chapter is enacted to protect, preserve and promote the health, safety, welfare and quality of life in Fairfield through the reduction, control and prevention of noise. (Norwalk Chapter 68, Noise, 2020)

# § 78-2 **Definitions**.

As used in this chapter, the following items shall have the meanings indicated:

# AMBIENT NOISE or BACKGROUND NOISE

Noise of a measurable intensity which exists at a point as a result of a combination of many distant sources individually indistinguishable.

# **BUSINESS DISTRICT**

Any business district, including Business District No. 1, Business District No. 2, Business District No. 3, Designed Business District No. 1, Designed Business District No. 2, Designed Business District No. 3 and Designed Business District No. 4, as defined in the Zoning Regulations of the Town of Fairfield.

# DAYTIME HOURS

Hours not defined as nighttime. (Rocky Hill Chapter 180. Noise, 2016)

# DECIBEL

A logarithmic unit of <u>measurement of the sound level.</u> <u>measure in measuring magnitudes of</u> sound. The symbol is "dB." In this chapter, the decibel level is expressed in terms of dBA (Aweighted decibels). (Rocky Hill Chapter 180. Noise, 2016)

# EMERGENCY

Any occurrence or set of circumstances involving actual or imminent physical or property damage which demands immediate action.

# EMITTER

A person who creates, causes to be created or allows the noise.

# **IMPULSE NOISE**

Sound of short duration (generally less than one second) with an abrupt onset and rapid decay.

DRAFT Noise Ordinance

### INDUSTRIAL DISTRICT

Any industrial district, including Industrial District No. 1, Industrial District No. 2, Designed Industrial District No. 1, Designed Industrial District No. 2 and Designed Research District, as defined in the Zoning Regulations of the Town of Fairfield.

# MOTOR VEHICLE

Shall be defined as per Section 14-1(26) of the Connecticut General Statutes (Revision of 1958, as amended).<sup>[1]</sup>

# **NIGHTTIME HOURS**

[Amended 9-25-2017]

A. The hours between 10:00 p.m. and 7:00 a.m., Sunday night through Friday morning (weekday schedule); and the hours between 11:00 p.m. and 8:00 a.m., Friday night through Sunday morning (weekend schedule).

# Weekday Schedule:

10:00 p.m. Sunday through 7:00 a.m. on Monday
10:00 p.m. Monday through 7:00 a.m. on Tuesday
10:00 p.m. Tuesday through 7:00 a.m. on Wednesday
10:00 p.m. Wednesday through 7:00 a.m. on Thursday
10:00 p.m. Thursday through 7:00 a.m. on Friday
Weekend Schedule:
11:00 p.m. Friday through 8:00 a.m. on Saturday
11:00 p.m. Saturday through 8:00 a.m. on Sunday

B. During any state or national holiday, the weekend schedule will be in effect the night before the holiday through the morning of the holiday.

### NOISE

Any sound, the intensity of which exceeds the standards set forth in § 78-5 of this chapter.

# NOISE LEVEL

The sound pressure level, as measured with a sound level meter.

### PERSON

Any individual, including the singular and plural, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political administrative subdivision of the state or on other legal entity of any kind.

### PLAINLY AUDIBLE

Any sound that can be detected by a person using his or her unaided hearing faculties of normal acuity. As an example, if the sound source under investigation is a portable or vehicular sound amplification or reproduction device, the enforcement officer need not determine the title, specific words, or the artist performing the song. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound. (Rocky Hill Chapter 180. Noise, 2016).(Zwerling, 2012)

### PREMISES

Any building structure, land or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards and real properties without buildings or improvements, owned or controlled by a person. The emitter's premises include<u>s</u> contiguous publicly dedicated street and highway rights-of-way and waters of the state.

### PROPERTY LINE

That real or imaginary line along the ground surface and its vertical extension which:

- A. Separates real property owned or controlled by another person; and
- B. Separates real property from the public right-of-way.

### RECEPTOR

The person who receives the noise impact <u>and initiates the noise complaint</u>. *[clarifying language]* 

### **RESIDENTIAL DISTRICT**

Any residential district, including Residential Districts AAA, AA, R-3, R-2, A, B, C, Designed Residence District No. 1 and Designed Residence District No. 2, as defined in the Zoning Regulations of the Town of Fairfield, and all uses permitted therewith either as a right or as a special use.

### SOUND

The transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in the air, evoke physiological sensations, including but not limited to an auditory response when impinging on the ear.

### SOUND LEVEL METER

An instrument used to take sound level measurements and which should conform, as a minimum, to the operational specifications of the American National Standards Institute for sound level meters (TYPE s2A).

# SOUND PRODUCTION DEVICE

Any device whose primary function is the production of sound, including, but not limited to any musical instrument, loudspeaker, radio, vehicle stereo, vehicle muffler, television, digital or analog music player, public address system or sound-amplifying equipment. (Norwalk Chapter 68, Noise, 2020)

[1] Editor's Note: See now C.G.S. § 14-1(54).

# § 78-3 Excessive noise prohibited.

[Amended 9-25-2017]

It shall be unlawful for any person to emit or cause to be emitted any noise from such person's property beyond the boundaries of his property lines in excess of the noise levels set forth in § **78-5** during the daytime or nighttime hours as defined in § **78-2**, except in those incidences provided for in § **78-7** and § **78-8**.

# § 78-4 Noise level measurement procedures.

For the purpose of determining noise levels as set forth in this chapter, the following guidelines shall be applicable:

### When measuring with a sound level meter:

- A. Instruments used to determine noise levels shall conform, ats a minimum, to the operational specifications of the American National Standards Institute for sound level meters (Type s2A), maintained in calibration and good working order, and <u>used in accordance with the manufacturer's instructions.</u> *[clarifying language]* instrument manufacturer's instructions for use of the instruments shall be followed.
- B. All personnel conducting sound measurements shall be trained in the current techniques and principles of sound-measuring equipment and instrumentation.
- C. Measurements shall be taken at a point that is located at least one foot beyond the boundary of the emitter's property line within the premises of the complaining receptor. The emitter's premises includes his/her individual unit of land or group of contiguous parcels under the same ownership as indicated by public land records.

When measuring Sound Production Devices with normal hearing acuity:

- D. Noise will be plainly audible by a person with normal hearing when such noise can be heard at the distances enumerated in § 78-5. Distances may be measured by approximation from the source of noise. (Bloomfield, Hartford, Torrington Noise Ordinance, 2018, 2009, 2021) (Norwalk Chapter 68, Noise, 2020)
- <del>C.</del>

# § 78-5 Noise level standards.

<u>A.</u> No person shall emit noise exceeding the levels stated herein during <u>daytime or</u> nighttime hours, except in those incidences provided for in <u>§78-7</u> and <u>§78-8</u> of this chapter:

Property Use:		e Levels: ghted Decibels (dBA)	Sound Production Devices:
	Day	time:	
	Hours <u>not</u> defir	ned as nighttime.	
	Nigh	ttime:	
	10:00 p.m. through 7:0	0 a.m. Sunday – Friday;	
		0 a.m. Friday – Sunday;	
	<b>.</b>	nd morning of state and	
	nationa	holidays	
Receptor	Time	Sound Level dBA	Plainly audible at
Residential	Nighttime	50 dBA	100 feet or inside a
	0		residence
Residential	Daytime	55 dBA	150 feet or inside a
			residence
Business	At all times	60 dBA	200 feet
Industrial	At all times	65 dBA	250 feet

(Model Community Noise Control Ordinance, 2020)

Zone in Which Emitter is	Zone in Which Receptor is Located			
Located	Industrial	<b>Business</b>	<b>Residential</b>	
Industrial	<del>70 dBA</del>	<del>66 dBA</del>	<del>51 dBA</del>	
Business	<del>62 dBA</del>	<del>62 dBA</del>	<del>45 dBA</del>	
Residential	<del>62 dBA</del>	<del>55 dBA</del>	4 <del>5 dBA</del>	

A. Background noise and impulse noise. In those individual cases where the ambient or background noise levels caused by sources not subject to this chapter exceed the standards contained herein, a source (impulse or sustained) shall be considered to cause excessive noise if the noise emitted by such source exceeds the background noise levels by five dBA, provided that no source subject to this chapter shall emit in excess of 80 dBA at any time, with the exceptions of those sources referenced in Subsection **C**, and provided that this subsection shall not be interpreted as decreasing the noise level standards of §78-5 of this chapter. [Deleted due to its ambiguity and difficulty in measuring ambient/background vs. nuisance noise. Rocky Hill does not measure ambient/background noise] (Rocky Hill Chapter 180. Noise, 2016)

B. All motor vehicles operated within the limits of the Town of Fairfield shall be subject to the noise standards and decibel levels as set forth in the regulations of the State of Connecticut Department of Motor Vehicles, Sections 14-80a-Ia through 14-80a-10a, Maximum Permissible Noise Levels for Vehicles.<sup>[1]</sup>

[1] Editor's Note: See now C.G.S. § 14-80a, Maximum noise levels.

# § 78-6 Administration, and enforcement and penalties.

- <u>A.</u> The <u>Chief of PolicePolice Department</u> shall be responsible for enforcing the provisions of this chapter upon the complaint of any person and shall, upon such complaint, carry out the intent of this chapter as specified in § 78-3. Upon receiving the first complaint, the police shall make the required sound level reading or plainly audible determination as specified in § 78-5.
- B. If the sound level exceeds the standards enumerated in § 78-5, or is specifically prohibited under § 78-8, a verbal warning shall be given to the emitter for the first offense; an infraction notice of \$100 for the second offense; and \$250 for each additional offense.
- C. Each violation shall constitute a separate offense. (Norwalk Chapter 68, Noise, 2020)
- D. Refusing, hindering or interfering with enforcement of any provision in this Chapter is a separate offense. (Rocky Hill Chapter 180. Noise, 2016)
- E. Failure to pay the fine in the time prescribed in the infraction notice will result in the issuance of a summons to appear in Superior Court.
- A.F. Notwithstanding that enforcement of this chapter shall be initiated by such complaint, no signed complaint shall be required by the Police Department to enforce or administer any of the provisions of this chapter.

Any person found in violation of the provisions of this chapter shall be given an infraction notice which incorporates a fine of \$50 for the first offense and \$90 for each additional offense within a twenty-four-

hour period. Failure to pay the fine in the time prescribed in the infraction notice will result in the issuance of a summons to appear in Superior Court.

§ 78-8-7\_ExceptionsExclusions. (Norwalk Chapter 68, Noise, 2020)

The noise level standards defined in § 78-5 shall not apply to any noise emitted by or related to:

- A. Natural phenomena.
- B. Any bell or chime from any building clock, school or church.
- C. Any siren, whistle or bell lawfully used by emergency vehicles or any other alarm systems used in emergency situations; provided, however, that burglar or fire alarms not terminating within 30 minutes after being activated shall be unlawful.<sup>[1]</sup>
- D. [1] Editor's Note: See Ch. 45, Alarms.
- E. Warning devices required by the Occupational Safety and Health Administration or other state or federal safety regulations.
- F. <u>Agricultural activities, when all internal combustion engines are equipped with a properly</u> <u>functioning muffler.</u> (Norwalk Chapter 68, Noise, 2020)
- G. Noise created by public school construction. (Norwalk Chapter 68, Noise, 2020)
- H. Noise created as a result of or relating to an emergency.
- I. Noise created by snow-removal equipment <u>and other road maintenance activities of the</u> <u>Department of Public Works and the Water Pollution Control Agency</u>. (Norwalk Chapter 68, Noise, 2020)
- J. <u>Noise created by refuse and solid waste collection, provided that the activity is conducted</u> <u>during daytime hours. (Norwalk Chapter 68, Noise, 2020)</u>
- K. Noise created by certificated aircraft operating under the control of the Federal Aviation Administration.
- L. Noise created as a result of or relating to maintenance and repairs conducted by public utilities.

- M. Noise generated from swimming pool pumps, air-conditioning systems and heating systems which are in good working order and which meet the specifications accepted by federal, state and Town agencies designated to govern their installation and standards of performance.
- N. Noise created by public celebrations and on-site recreational or sporting activities which are sanctioned by the State of Connecticut or the Town of Fairfield and are open to the public.
- O. Any person who owns or operates any stationary noise source granted a variance pursuant to Section 22a-69-7.1 of the Regulations of Connecticut State Agencies shall be exempt from provisions of this chapter by said variance. Any person seeking a variance pursuant to Section 22a-69-7.1 of the Regulations of Connecticut State Agencies shall not be subject to the provisions of this chapter while the variance application is pending.
- P. Noise created by public demonstrations and/or protests, provided that the activity is conducted during daytime hours.

# § 78-8 Exemptions. Specific Prohibitions

# The following shall be specifically prohibited:

- A. Construction, blasting, demolition, power tools, home maintenance tools, landscaping and/or yard maintenance equipment shall not be operated between the hours of 7:00 p.m. and 8:00 a.m. on weekdays, and between 5:00 p.m. and 9:00 a.m. on weekends or state/federal holidays, unless such activities can meet the limits set forth in § 78-5. At all other times, § 78-5 does not apply. (Norwalk Chapter 68, Noise, 2020) Maintenance of town playing fields shall not be subject to this prohibition.
- B. Impulse noise such as vehicle backfiring, engine racing, unnecessary horn blowing and leaf blower revving that annoys or disturbs the quiet, comfort or repose of persons.
- C. Igniting fireworks, except by the Town of Fairfield or its designees for the Independence Day celebration. Special permits for fireworks are prohibited.
- D. Private use of Town property that exceeds the noise level standards set forth in § 78-5.
- E. Refusing, hindering or interfering with enforcement of any provision in this Chapter.

# § 78-9 Conflict with other regulations

Existing noise sources pursuant to Section 22a-69-3.7 of the Regulations of Connecticut State Agencies shall be entitled to the allowances contained in said section.

In the event that any standards in this chapter conflict with regulations or standards set by the Town of Fairfield and/or the State of Connecticut Department of Environmental Protection, the stricter standard shall apply. (Norwalk Chapter 68, Noise, 2020) (Rocky Hill Chapter 180. Noise, 2016)

### § 78-10 Severability

If any section, paragraph, sentence, clause or phrase of this chapter, or any part thereof, is for any reason held to be unconstitutional, invalid, or ineffective by a court of a competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portion of this chapter or any part thereof. (Rocky Hill Chapter 180. Noise, 2016)

# End of Chapter 78 Noise

### <u>References</u>

- (2018, 2009, 2021). *Bloomfield, Hartford, Torrington Noise Ordinance*. Bloomfield, CT: https://portal.ct.gov/DEEP/Air/Planning/Noise-Control.
- (1969). Farmington, Chapter 135 Noise. Farmington, CT.
- (2020). *Model Community Noise Control Ordinance*. Montpelier, VT: EPA with modifications by Les Blomberg, Noise Pollution Clearinghouse.
- (2020). Norwalk Chapter 68, Noise. Norwalk, CT.
- (2016). Rocky Hill Chapter 180. Noise. Rocky Hill, CT.
- Zipf, L. (2020). *Citizen scientists and university students monitor noise pollution in cities and protected areas with smartphones.* Boston, MA: https://doi.org/10.1371/journal.pone.0236785.
- Zwerling, E. (2012). *Analysis of the "plainly audible" standard for noise ordinances*. New York, NY: Inter Noise Conference.

### Supporting Documents Noise Ordinance

Summary of	% or #	Detail	Count
Local Noise Data			
Towns in CT with a noise ordinance	39%	Of all towns	n=66/169
Fairfield is the <b>only</b> town in CT with a	1	Of all towns with a noise	n=1/66
noise ordinance that does not have		ordinance that lack daytime	
daytime noise standards		noise standards	
Towns in CT with "plainly audible"	8%	Norwalk, Rocky Hill,	n=5/66
standards in their noise ordinance		Hartford, Bloomfield, Torrington	
Average number of <b>noise complaints</b>	436	Based on 3 years of data	N=1,309
per year in Fairfield		2019-2021	
# Noise complaints in 2019	366		N=366
# Noise complaints in 2020	469	28% increase from 2019	N=469
# Noise complaints in 2021	474	30% increase from 2019	N=474
Noise emitters who were issued an	Less	In the past 3 years	n=10/1309
infraction	than 1%		
Loud music complaints	91%	Of all noise complaints	n=30/33
		(Oct-Nov 2019)	

# Total of 10 infractions (less than 1%) cited under CGS 53a-181a Creating a Public Disturbance in past 3 years:

- 6 infractions on Fairfield Beach Road
- o 1 infraction on Reef Road
- 1 infraction on Colonial Drive
- 1 infraction on Black Rock Avenue
- 1 infraction on Garden Drive

Music/loud voices New Year's Eve party Yelling Music and screaming Yelling

Formatted
Formatted

Formatted Formatted

Supporting Documents – Noise Ordinance

# Connecticut General Statutes, Executive Orders and Local Regulations relating to noise:

- **CGS 53a-181a Creating a Public Disturbance** (aka Breach of Peace, Infraction): "(a) A person is guilty of creating a public disturbance when, with intent to cause inconvenience, annoyance or alarm, or recklessly creating a risk thereof, he (1) engages in fighting or in violent, tumultuous or threatening behavior; or (2) annoys or interferes with another person by offensive conduct; or (3) makes unreasonable noise. (b) Creating a public disturbance is an infraction.
- <u>CGS 53a-182 Disorderly Conduct (Class C misdemeanor). "a) A person is guilty of disorderly</u> conduct when, with intent to cause inconvenience, annoyance or alarm, or recklessly creating a risk thereof, such person: (1) Engages in fighting or in violent, tumultuous or threatening behavior; or (2) by offensive or disorderly conduct, annoys or interferes with another person; or (3) makes unreasonable noise; or (4) without lawful authority, disturbs any lawful assembly or meeting of persons; or (5) obstructs vehicular or pedestrian traffic; or (6) congregates with other persons in a public place and refuses to comply with a reasonable official request or order to disperse; or (7) commits simple trespass, as provided in section 53a-110a, and observes, in other than a casual or cursory manner, another person (A) without the knowledge or consent of such other person, (B) while such other person is inside a dwelling, as defined in section 53a-100, and not in plain view, and (C) under circumstances where such other person has a reasonable expectation of privacy."
- CGS 22-363 Nuisance (infraction): "No person shall own or harbor a dog or dogs which is or are a nuisance by reason of vicious disposition or excessive barking or other disturbance, or, by such barking or other disturbance, is or are a source of annoyance to any sick person residing in the immediate vicinity. Violation of any provision of this section shall be an infraction for the first offense and such person shall be fined not more than one hundred dollars or imprisoned not more than thirty days or both for each subsequent offense and the court or judge may make such order concerning the restraint or disposal of such dog or dogs as may be deemed necessary."
- Ned Lamont's Executive Order No. 7MM ii: "Outdoor Activities" shall not be deemed to include live entertainment, provided that nothing in this order shall be deemed to prohibit an independent approval of live entertainment pursuant to local regulation."
- Fairfield Zoning Regulations 12.9.3 Noise (Performance Standards): "No noise which is
  objectionable due to volume, intermittence, beat frequency or shrillness shall be transmitted
  outside the property where it originates."
- Fairfield Zoning Regulations 12.9.5 Vibration (Performance Standards): "No vibration shall be transmitted outside the property where it originates."

Supporting Documents – Noise Ordinance

-	Formatted: Font: (Default) Arial
$\neg$	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial, 12 pt
-	Formatted: Font: (Default) Arial, 12 pt, Bold
$\overline{)}$	Formatted: Font: (Default) Arial, 12 pt
	Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt, Bold

Formatted: Font: (Default) Arial, 12 pt, Bold Formatted: Font: (Default) Arial, 12 pt, Bold

2 of 12

- Fairfield Zoning Regulations 21.6.2 Noise (Designed Industrial District): "No noise or vibration which is objectionable due to volume, intermittence, beat frequency or shrillness shall be transmitted outside the property where it originated."
- Fairfield Zoning Regulations 22.4.2 Noise (Designed Research District): "No noise or vibration which is objectionable due to volume, intermittence, beat frequency or shrillness shall be transmitted outside the property where it originated."
- Fairfield Zoning Regulations 24.7.7.4 (Land Excavation and Fill): "a schedule to be filed with the Commission showing the following: requirements as to control dust, noise, fumes and lighting, if permitted, so as to prevent results injurious or offensive to the general public and the environment."
- Fairfield Zoning Regulations 27.4.9.10 (Special Exception Regulations): "...Such recreation areas shall be designed to provide security and privacy and to prevent the emission of objectionable noise and light on to abutting properties."
- Fairfield Parks and Recreation Contracts: 20. Sound must be kept at a reasonable level and the source of music must be confined to the interior of building. Speakers must be inside building, not near any open windows and pointing away from neighbor's homes. Music/Noise must be kept at a moderate level 10pm weeknights; 11pm weekends. (Noise Ordinance)

From: Paul Hammick <p.hammick@bloomfieldpolice.org>
 Sent: Tuesday, February 1, 2022 10:59 AM
 To: alisrael@sbcglobal.net
 Subject: Bloomfield Noise Ordinance

#### Good morning Ms. Israel,

It was a pleasure speaking with you this morning regarding the Town of Bloomfield Noise ordinance. As I explained in our conversation, Bloomfield developed the noise ordinance after consulting with prosecutors from the local <u>Hartford Community Court</u>, and reviewing neighboring community noise ordinances. After reviewing the available information, we felt that the City of Hartford Noise Ordinance was a good template, and together with the Zoning Enforcement Officer, The Town Manager and the Bloomfield Town Attorney's input, we constructed our ordinance to more effectively address the Bloomfield community. We have applied or enforced our ordinance in many different situations, including late-night gatherings, music and other quality of life issues.

Our "plainly audible" standard was adopted from the City of Hartford Noise Ordinance, and would be applied in situations <u>when a decibel meter is unavailable</u>, or at the discretion of the police officer or <u>shift supervisor</u>, the noise is <u>unreasonable at a distance of 100 feet from its source</u>. The officer would then attempt to record the violation on their body-worn camera, and preserve it as evidence if necessary. I should add, that most violations are addressed by officers through a warning, and a citation is normally reserved for repeated violations. It is our experience that most residents are compliant and want to be good neighbors in the community.

I wish you the very best in your attempts to create a suitable noise ordinance for the Fairfield community.

Paul Hammick

### Paul B. Hammick

Chief of Police Bloomfield Police Department 785 Park Avenue Bloomfield, CT 06002 Tel. (860) 242-5501 Fax (860) 242-9316 p.hammick@bloomfieldpolice.org Formatted: Font: 13 pt

Formatted: Font: 13 pt, Underline

From: Matthew Suplee <m.suplee@bloomfieldpolice.org> Sent: Monday, June 13, 2022 10:51 AM To: alisrael@sbcglobal.net Subject: Noise Ordinance

#### Alyssa Israel,

Hello, my name is Lt. Matt Suplee. I'm the patrol commander here at the Bloomfield Police Department. I was asked to answer your request for information concerning how our Town Ordinance is enforced concerning noise. I'll try to answer the questions as you asked them in your email.

Plainly Audible at 100 feet from its Source is measured either using a Laser speed device (they also read distance) or by approximation. Walking with a wheel onto someone's property could be questionable depending on where the officer was walking on the property.

The training received for using the sound meter was done through written instructions being given to the officers. The decibel meter is fairly simple to use so no extensive in person training was required.

The use of the noise meter is determined by the nature of the call and the time and circumstances of the complaint. It is used most frequently in cases where the fact there is noise at all does not give probable cause of a violation. It is used a lot for commercial property noise complaints and parties during the day and early evening hours where the decibel level of the noise is the main concern. It is also used for calls at residences where there are many noise complaints.

The main inconvenience is there is one meter so it can't be in every car and must be brought to the scene sometimes.

Our noise ordinance is a town ordinance so it has been upheld. We have been successful in superior court with the breach of peace/ creating a public disturbance enforcement.

Lieutenant Matthew Suplee Bloomfield Police Department 785 Park Avenue Bloomfield, CT 06002

(860) 242-5501 ext. 5424 (860) 243-8432 (fax) m.suplee@bloomfieldpolice.org

Supporting Documents – Noise Ordinance

#### Health effects from noise

From Wikipedia, the free encyclopedia 2/17/2022

Jump to navigation Jump to search



An <u>audiologist</u> conducting an <u>audiometric hearing test</u> in a <u>sound-proof</u> testing booth

**Noise health effects** are the physical and psychological <u>health</u> consequences of regular exposure to consistent elevated <u>sound levels</u>. Noise from traffic, in particular, is considered by the World Health Organization to be one of the worst environmental stressors for humans, second only to <u>air</u> <u>pollution</u>,<sup>[1]</sup> Elevated <u>workplace</u> or <u>environmental noise</u> can cause <u>hearing impairment</u>, tinnitus, <u>hypertension</u>, <u>ischemic heart disease</u>, <u>annoyance</u>, and <u>sleep disturbance</u>,<sup>[2]</sup> Changes in the <u>immune system</u> and <u>birth defects</u> have been also attributed to noise exposure.<sup>[4]</sup>

Although age-related health effects (presbycusis) occur naturally with age,<sup>[5]</sup> in many countries the cumulative impact of noise is sufficient to impair the hearing of a large fraction of the population over the course of a lifetime,<sup>[6][7]</sup> Noise exposure has been known to induce noise-induced hearing loss, tinnitus, hypertension, vasoconstriction, and other cardiovascular adverse effects,<sup>[8][9]</sup> Chronic noise exposure has been associated with sleep disturbances and increased incidence of diabetes. Adverse cardiovascular effects occur from chronic exposure to noise due to the sympathetic nervous system's inability to habituate. The sympathetic nervous system maintains lighter stages of sleep when the body is exposed to noise, which does not allow blood pressure to follow the normal rise and fall cycle of an undisturbed circadian rhythm,<sup>[2]</sup>

Stress from time spent around elevated noise levels has been linked with increased <u>workplace</u> <u>accident</u> rates and aggression and other anti-social behaviors.<sup>[10]</sup> The most significant sources are vehicles, aircraft, prolonged exposure to <u>loud music</u>, and industrial noise.<sup>[11]</sup>

There are approximately 10,000 deaths per year as a result of noise in the European Union, [12][13]

Contents

- 1Noise induced hearing loss
- 2Tinnitus
- <u>3Cardiovascular effects</u>
- 40ther physical health effects
- 5Psychological impacts of noise
- 6Stress
- 7Annoyance
- 8Child physical development

Supporting Documents – Noise Ordinance

6 of 12

	,	
	Formatted	
//	Formatted	
//	Formatted	
	Formatted	)
	Formatted	
-	Formatted	
	Formatted	
	Formatted	
////	Formatted	
()   Y	Formatted	
/////	Formatted	)
NN Y	Formatted	
1////	Formatted	
	Formatted	
I WII	Formatted	
	Formatted	
MANN		[]

- 8.1Cognitive development
- 9Prevention
- 10Regulations
- 11Effects on dogs
- 12See also
- 13References
- 14External links

#### Noise induced hearing loss[edit]

### Main article: Noise-induced hearing loss

Noise-induced hearing loss is a permanent shift in pure-tone thresholds, resulting in sensorineural hearing loss. The severity of a threshold shift is dependent on duration and severity of noise exposure. Noise-induced threshold shifts are seen as a notch on an audiogram from 3000 to 6000 Hz, but most often at 4000 Hz,<sup>[14]</sup>

Exposure to loud noises, either in a single traumatic experience or over time, can damage the auditory system and result in hearing loss and sometimes <u>tinnitus</u> as well. Traumatic noise exposure can happen at work (e.g., loud machinery), at play (e.g., loud sporting events, concerts, recreational activities), and/or by accident (e.g., a backfiring engine.) Noise induced hearing loss is sometimes <u>unilateral</u> and typically causes patients to lose hearing around the frequency of the triggering sound trauma.<sup>[15]</sup>

#### Tinnitus[edit]

Tinnitus is an auditory disorder characterized by the perception of a sound (ringing, chirping, buzzing, etc.) in the ear in the absence of an external sound source. There are two types of tinnitus: subjective and objective. Subjective is the most common and can only be heard "in the head" by the person affected. Objective tinnitus can be heard from those around the affected person and the audiologist can hear it using a stethoscope. Tinnitus can also be categorised by the way it sounds in one's ear, pulsatile tinnitus [16] which is caused by the vascular nature of Glomus tumors and non-pulsatile tinnitus which usually sounds like crickets, the sea and bees.

Though the pathophysiology of tinnitus isn't known, noise exposure can be a contributing factor, therefore tinnitus can be associated with hearing loss, generated by the cochlea and central nervous system (CNS). High frequency hearing loss causes a high pitched tinnitus and low frequency hearing loss causes a roaring tinnitus.<sup>[17]</sup> Noise-induced tinnitus can be temporary or permanent depending on the type and amount of noise a person was exposed to.

#### Cardiovascular effects[edit]

Noise has been associated with important <u>cardiovascular</u> health problems, particularly <u>hypertension</u>, as it causes an increase in levels of stress hormones and vascular <u>oxidative stress</u>.<sup>[1][18][19][20]</sup> Noise levels of 50 <u>dB(A)</u> or greater at night may increase the risk of <u>myocardial infarction</u> by chronically elevating <u>cortisol</u> production.<sup>[21][22][23]</sup>

Traffic noise has several negative effects, including increased risk for <u>coronary artery disease</u>, with night-time exposure to noise possibly more harmful than day-time exposure.<sup>[1]</sup> It has also been shown to increase blood pressure in individuals within the surrounding residential areas, with railways causing the greatest cardiovascular effects.<sup>[24]25]</sup> Roadway noise levels are sufficient to constrict arterial blood flow and lead to <u>elevated blood pressure</u>.<sup>[26][24]</sup> Vasoconstriction can result from

#### Supporting Documents - Noise Ordinance

7 of 12

Ι	Formatted	[ ]
1	Formatted	
-	Formatted	
_	Formatted	$\sim$
_		<u> </u>
<	Formatted	<u> </u>
$\langle  $	Formatted	
()	Formatted	
$\left( \right)$	Formatted	
$\langle \rangle$	Formatted	 
$\langle \rangle$	Formatted	$\equiv$
$\left( \right)$		<u> </u>
$\left \right $	Formatted	<u> </u>
$\left  \right $	Formatted	[
$\langle \rangle$	Formatted	
$\left( \right)$	Formatted	
	Formatted	
]]]	Formatted	
	Formatted	
$\ $		<u> </u>
$\ $	Formatted	<u> </u>
$\left  \right $	Formatted	<u></u>
$\langle    $	Formatted	
	Formatted	
$\left  \right $	Formatted	
$\left( \right)$	Formatted	
$\langle \rangle$	Formatted	
	Formatted	<u> </u>
	Formatted	<u> </u>
$\left  \right $		<u> </u>
	Formatted	<u></u>
$\setminus$	Formatted	<u> </u>
	Formatted	[]
/	Formatted	
Ϊ	Formatted	
	Formatted	
-	Formatted	
_	Formatted	
-	Formatted	
-	Formatted	<u> </u>
$\mathbb{N}$	Formatted	<u> </u>
$\langle \rangle$	Formatted	<u> </u>
$\langle \rangle$		<u> </u>
$\left( \right)$	Formatted	<u></u>
	Formatted	<u></u>
	Formatted	
$\langle \rangle \rangle$	Formatted	
$\langle \rangle \rangle$	Formatted	
$\ $	Formatted	
$\ $	Formatted	
lll,	Formatted	
$\ $	Formatted	<u> </u>
		<u> </u>
	Formatted	<u> </u>
$\ $	Formatted	<u></u>
$\ $	Formatted	
$\ $	Formatted	
	Formatted	
	Formatted	

elevated <u>adrenaline</u> levels or through <u>medical stress</u> reactions. Long-term exposure to noise is correlated to increase in cortisol and angiotensin-II levels which are respectively associated with oxidative stress and vascular inflammation.<sup>[1]</sup> Individuals subject to great than 80 dB(A) in the workplace are at increased risk of having increased blood pressure.<sup>[27][28]</sup>

A 2021 systematic review on the effect of occupational exposure to noise on ischaemic heart disease (IHD), stroke and hypertension, coordinated by the <u>World Health Organization</u> (WHO) and the <u>International Labour Organization</u> (ILO) located 17 studies that met the inclusion criteria, comprising a total of 534,688 participants (7.47% females) in 11 countries and in three WHO regions (the Americas, Europe, and the Western Pacific).<sup>[29]</sup> The study found the low quality of evidence the effect of occupational exposure to intense noise (≥85 dBA), compared to occupational exposure below 85 dBA (<85 dBA). They concluded that there is an inadequate evidence of harmfulness for the studied outcomes with the exception for the risk of acquiring IHD, which was 29% higher for those exposed to noise in their workplace.<sup>[29]</sup>

#### Other physical health effects[edit]

Traffic noise may also increase the risk of sleep disturbances, stroke, diabetes, and becoming overweight.<sup>[1]</sup>

#### Psychological impacts of noise[edit]

Causal relationships have been discovered between noise and psychological effects such as annoyance, psychiatric disorders, and effects on psychosocial well-being,<sup>[4]</sup> Exposure to intense levels of noise can cause personality changes and violent reactions,<sup>[30]</sup> Noise has also been shown to be a factor that is attributed to violent reactions,<sup>[31]</sup> The psychological impacts of noise also include an addiction to loud music. This was researched in a study where non-professional musicians were found to have loudness addictions more often than non-musician control subjects,<sup>[32]</sup>

Psychological health effects from noise also include depression and anxiety. Individuals who have hearing loss, including noise induced hearing loss, may have their symptoms alleviated with the use of hearing aids. Individuals who do not seek treatment for their loss are 50% more likely to have depression than their aided peers.<sup>[33]</sup> These psychological effects can lead to detriments in physical care in the form of reduced self-care, work-tolerance, and increased isolation.<sup>[34]</sup>

Auditory stimuli can also serve as psychological triggers for individuals with post traumatic stress disorder (PTSD).<sup>[35]</sup>

#### Stress[edit]

Research commissioned by <u>Rockwool</u>, a multi-national <u>insulation</u> manufacturer headquartered in <u>Denmark</u>, reveals that in the UK one third (33%) of victims of domestic disturbances claim loud parties have left them unable to sleep or made them stressed in the last two years. Around one in eleven (9%)[<sup>26]</sup> of those affected by domestic disturbances claims it has left them continually disturbed and stressed. More than 1.8 million people claim noisy neighbours have made their life a misery and they cannot enjoy their own homes. The impact of noise on health is potentially a significant problem across the UK given that more than 17.5 million Britons (38%) have been disturbed by the inhabitants of neighbouring properties in the last two years. For almost one in ten (7%) Britons this is a regular occurrence.<sup>[36]</sup>

The extent of the problem of noise pollution for public health is reinforced by figures collated by Rockwool from local authority responses to a <u>Freedom of Information Act (FOI)</u> request. This research rev eals in the period April 2008 – 2009 <u>UK councils</u> received 315,838 complaints about

Supporting Documents – Noise Ordinance

-	Formatted: Font: (Default) Arial
Η	Formatted: Font: (Default) Arial
-	Formatted: Font: (Default) Arial
-	Formatted: Font: (Default) Arial
Υ	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial
Formatted: Font: Arial, 12 pt
<b>Formatted:</b> Font: (Default) Arial, 12 pt
Formatted: Font: Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: Arial, 12 pt
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: Arial, 12 pt
Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: Arial, 12 pt
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

noise pollution from private residences. This resulted in environmental health officers across the UK serving 8,069 <u>noise abatement</u> notices, or citations under the terms of the Anti-Social Behaviour (Scotland) Act<sup>[36]</sup>

<u>Westminster City Council<sup>[37]</sup></u> has received more complaints per head of population than any other district in the UK with 9,814 grievances about noise, which equates to 42.32 complaints per thousand residents. Eight of the top 10 councils ranked by complaints per 1,000 residents were in <u>London</u>.

### Annoyance[edit]

Sudden impulse noises are typically perceived as more bothersome than noise from traffic of equal volume.<sup>[38]</sup> Annoyance effects of noise are minimally affected by demographics, but fear of the noise source and sensitivity to noise both strongly affect the 'annoyance' of a noise.<sup>[39]</sup> Sound levels as low as 40 dB(A) can generate noise complaints<sup>[40]</sup> and the lower threshold for noise producing <u>sleep</u> disturbance is 45 dB(A) or lower.<sup>[41]</sup>

Other factors that affect the "annoyance level" of sound include beliefs about noise prevention and the importance of the noise source, and annoyance at the cause (i.e., non-noise related factors) of the noise <u>[42]</u> Many of the interpretations of the level of annoyance and the relationship between noise levels and resulting health symptoms could be influenced by the quality of interpersonal relationships at the workplace, as well as the stress level generated by the work itself. <u>[41(43)]</u> Evidence for impact on annoyance of long-term noise versus recent changes is equivocal.

Approximately 35% to 40% of office workers find noise levels from 55 to 60 dB(A) extremely irritating.<sup>[4]</sup> The noise standard in Germany for mentally stressful tasks is set at 55 dB(A).<sup>[44]</sup> however, if the noise source is continuous, the threshold level for tolerability among office workers is lower than 55 dB(A).<sup>[4]</sup>

### Child physical development[edit]

The <u>U.S. Environmental Protection Agency</u> authored a pamphlet in 1978 that suggested a correlation between low-birthweight (using the <u>World Health Organization</u> definition of less than 2,500 grams (88 oz)) and high sound levels, and also high rates of <u>birth defects in places where expectant mothers</u> are exposed to elevated sound levels, such as typical <u>airport</u> environs. Specific birth abnormalities included harelip, cleft palate, and defects in the spine.<sup>[45]</sup>

According to Lester W. Sontag of The Fels Research Institute (as presented in the same EPA study): "There is ample evidence that environment has a role in shaping the physique, behavior, and function of animals, including man, from <u>conception</u> and not merely from <u>birth</u>. The <u>fetus</u> is capable of perceiving sounds and responding to them by motor activity and cardiac rate change." The effects of noise exposure are highest when it occurs between 15 and 60 days after conception, a period in which major internal <u>organs</u> and the <u>central nervous system</u> are formed.<sup>[45]</sup>

Later developmental effects occur as vasoconstriction in the mother reduces blood flow and therefore <u>oxygen</u> and nutrition to the fetus. Low birth weights and noise were also associated with lower levels of certain <u>hormones</u> in the mother. These hormones are thought to affect fetal growth and to be good indicators of <u>protein</u> production. The difference between the hormone levels of pregnant mothers in noisy versus quiet areas increased as birth approached.<sup>[45]</sup>

In a 2000 publication, a review of studies on birthweight and noise exposure note that while some older studies suggest that when women are exposed to >65 dB aircraft noise a small decrease in birthweight occurs, in a more recent study of 200 Taiwanese women including noise dosimetry measurements of individual noise exposure, the authors found no significant association between

Supporting Documents – Noise Ordinance

	Formatted	
/	Formatted	
	Formatted	
λ	Formatted	
	Formatted	<b></b>
	Formatted	
Χ	Formatted	
-	Formatted	
	Formatted	
	Formatted	
	Formatted	[
-	Formatted	
	Formatted	<b></b>
	Formatted	
Χ	Formatted	
/	Formatted	<b></b>
	Formatted	[
Χ	Formatted	
/	Formatted	
-	Formatted	
-	Formatted	
-	Formatted	
	Formatted	
	Formatted	
	Formatted	
$\langle \rangle$	Formatted	
$\left( \right)$	Formatted	
	Formatted	
$\langle \rangle$	Formatted	
$\left( \right)$	Formatted	
()	Formatted	<b></b>
$\left( \right)$	Formatted	<b></b>
$\left \right $	Formatted	
$\langle \rangle$	Formatted	
$\left( \right)$	Formatted	
$\left( \right)$	Formatted	
$\left( \right)$	Formatted	
	Formatted	

noise exposure and birth weight after adjusting for relevant confounders, e.g. social class, maternal weight gain during pregnancy, etc.<sup>[4]</sup>

#### Cognitive development[edit]

When young children are regularly exposed to levels of noise that interfere with speech, they may develop speech or reading difficulties, because auditory processing functions are compromised. Children continue to develop their speech perception abilities until they reach their teens. Evidence has shown that when children learn in noisier classrooms, they have more difficulties understanding speech than those who learn in quieter settings.<sup>[46]</sup>

In a study conducted by Cornell University in 1993, children exposed to noise in learning environments experienced trouble with word discrimination, as well as various cognitive developmental delays.<sup>[47][48]</sup> In particular, the writing learning impairment dysgraphia is commonly associated with environmental stressors in the classroom.<sup>[49]</sup>

High noise levels have also been known to damage the physical health of small children. Children from noisy residences often have a heart rate that is significantly higher (by 2 beats/min on average) than those of children from quieter homes.<sup>[50]</sup>

#### Prevention[edit]

Main article: Hearing protection device



Different styles of earplugs are pictured. Left, pre-molded earplugs. Center, formable earplugs. Right, roll-down foam earplugs.

A hearing protection device (HPD) is an <u>ear protection</u> device worn in or over the ears while exposed to hazardous <u>noise</u> to help prevent <u>noise-induced hearing loss</u>. HPDs reduce (not eliminate) the level of the noise entering the ear. HPDs can also protect against other effects of noise exposure such as <u>tinnitus</u> and <u>hyperacusis</u>. Proper hygiene and care of HPDs may reduce chances of outer ear infections.<sup>[51]</sup> There are many different types of HPDs available for use, including <u>earmuffs</u>, <u>earplugs</u>, electronic hearing protection devices, and semi-insert devices.<sup>[52]</sup> One can measure the personal attenuation rating through a <u>hearing protection fit-testing</u> system.

Earmuff style hearing protection devices are designed to fit over the outer ear, or pinna. Earmuff HPDs typically consist of two ear cups and a head band,<sup>[52]</sup> Earplug style hearing protection devices are designed to fit in the <u>ear canal</u>. Earplugs come in a variety of different subtypes,<sup>[52]</sup> Some HPDs reduce the sound reaching the <u>eardrum</u> through a combination of electronic and structural components. Electronic HPDs are available in both earmuff and custom earplug styles. Electronic microphones, circuitry, and receivers perform <u>active noise reduction</u>, also known as <u>noise-cancelling</u>, in which a signal that is 180-degrees out-of-phase of the noise is presented, which in theory cancels the noise, <sup>[52]</sup> Canal caps are similar to earplugs in that they consists of soft tip that is inserted into the opening of the ear canal, <sup>[52]</sup>

Supporting Documents – Noise Ordinance

10 of 12

_	Formatted: Font: (Default) Arial
_	Formatted: Font: 12 pt
$\overline{}$	Formatted: Font: (Default) Arial
	Formatted: Font: 12 pt
	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial
/	Formatted: Font: (Default) Arial
$\square$	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial
Ϊ	Formatted: Font: (Default) Arial
	Formatted: Font: Arial, 12 pt
	Formatted: Font: (Default) Arial, 12 pt
	Formatted: Font: Arial, 12 pt
	Formatted: Font: 12 pt
$\langle \rangle$	Formatted: Font: (Default) Arial, 12 pt
	Formatted: Font: 12 pt
/	Formatted: Font: 12 pt
/	Formatted: Font: 12 pt
/ /	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial
$\parallel \mid$	Formatted: Font: (Default) Arial
$\parallel \mid$	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial
//	Formatted: Font: (Default) Arial
//	Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

#### Regulations[edit]

### Main article: Noise regulation

Environmental <u>noise regulations</u> usually specify a maximum outdoor noise level of 60 to 65 <u>dB(A)</u>, while occupational safety organizations recommend that the maximum exposure to noise is 40 hours per week at 85 to 90 dB(A). For every additional 3 dB(A), the maximum exposure time is reduced by a factor 2, e.g. 20 hours per week at 88 dB(A). Sometimes, a factor of two per additional 5 dB(A) is used, however, these occupational regulations are acknowledged by the health literature as inadequate to protect against <u>hearing loss</u> and other health effects. In an effort to prevent noiseinduced hearing loss, many programs and initiative have been created, like the <u>Buy Quiet program</u>, which encourages employers to purchase quieter tools and equipment, and the <u>Safe-In-Sound</u> <u>Award</u>, which recognizes organizations with successful hearing loss prevention strategies.

With regard to indoor noise pollution in residences, the U.S. <u>Environmental Protection Agency (EPA)</u> has not set any restrictions on limits to the level of noise. Rather, it has provided a list of recommended levels in its *Model Community Noise Control Ordinance*, which was published in 1975. For instance, the recommended noise level for indoor residences is less than or equal to 45 dB <sup>[55][56]</sup>

Noise pollution control in residences is not funded by the federal government in part because of the disagreements in establishing causal links between sounds and health risks, since the effect of noise is often psychological and also, because it leaves no singular tangible trace of damage on the human body. For instance, hearing loss could be attributed to a variety of factors including age, rather than solely due to excessive exposure to noise. [57][58] A state or local government is able to regulate indoor residential noise, however, such as when excessive noise from within a home causes disturbances to nearby residences. [57][59]

#### Effects on dogs[edit]

While people are often educated on the effects of noise exposure in humans, there are also different noise exposure effects in animals as well. An example of this would be in dogs, and the noise exposure levels occurring within kennels. Dogs experience this noise exposure whether it be a long stay at an animal shelter, or a weekend stay at a boarding facility.

Organizations like <u>NIOSH and OSHA</u> have different regulations when it comes to the noise exposure levels in industrial workers. Currently there are no regulations related to the noise exposure for dogs even with such damaging effects related to their health. Health risks dogs are exposed to include ear damage and behavioral changes.

The average noise exposure in a kennel is greater than 100 dB SPL. According to OSHA these levels would yield in the use of hearing protection for the workers of those kennels due to the risk of noise induced hearing loss. The anatomical structures of the human and dog ears are very similar, so it is thought that these levels will negatively impact the hearing of canines in kennels. The <u>ABR</u> can be used to estimate the hearing threshold of dogs, and can be used to show either a temporary threshold shift or permanent threshold shift after being exposed to excessive sound levels.

Behavioral effects to excessive noise exposure include hiding, urinating, defecating, panting, pacing, drooling, disregard to commands, trembling, and barking, <sup>[61]</sup> These behavioral patterns pose a much greater problem to canines than meets the eye. All of these behavioral patterns are characteristics that result in a longer stay at the kennels before being adopted, <sup>[62]</sup> A longer stay at the shelter results in a longer duration of noise exposure and therefore more likely to show either a temporary or permanent threshold shift in the canine's hearing, <sup>[60]</sup>

Supporting Documents – Noise Ordinance

	Formatted: Font: Arial, 12 pt
	Formatted: Font: (Default) Arial, 12 pt
	Formatted: Font: Arial, 12 pt
$\langle \rangle$	Formatted: Font: 12 pt
$\mathcal{N}$	Formatted: Font: (Default) Arial, 12 pt
$\langle \rangle$	Formatted: Font: 12 pt
	Formatted: Font: (Default) Arial
$\langle \rangle$	Formatted: Font: (Default) Arial
$\langle \rangle$	Formatted: Font: (Default) Arial
$\langle \rangle$	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial
$\langle \rangle$	Formatted: Font: (Default) Arial
$\langle \rangle$	Formatted: Font: (Default) Arial
	Formatted: Font: (Default) Arial
$\overline{)}$	Formatted: Font: Arial, 12 pt
$\backslash\rangle$	Formatted: Font: (Default) Arial, 12 pt
	Formatted: Font: Arial, 12 pt
	Formatted: Font: (Default) Arial
_	
	Formatted: Font: (Default) Arial

-	Formatted: Font: (Default) Arial
-	Formatted: Font: (Default) Arial
-	Formatted: Font: (Default) Arial
-	Formatted: Font: (Default) Arial
-	Formatted: Font: (Default) Arial

These excessive noise levels are not only harming the dogs physical and psychological state, but the workers' and potential adoptive families' physical and psychological state as well. The workers' psychological state could affect the care provided to the dogs. These loud noise exposures also have the potential to reduce the amount of time that potential adoptive families spend in the facility. This can result in less dogs being adopted and more time being exposed to excessive sound levels.<sup>[63]</sup>

To reduce the level of noise exposure poses a little more difficulty because the majority of the noise is coming from the dogs (barking), but structural changes can be made to the facilities in order to reduce the noise. Structural changes could include how many dogs are put in one area, more absorbing material rather than metal cages and cement walls and floors, and possibly in the future use of hearing protection devices (HPD) for the dogs. All of these structural changes would also benefit the humans involved as well as the use of HPD's (ear plugs).

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt