



Town of Fairfield
Town Planning and Zoning Commission
725 Old Post Road
Fairfield, Connecticut 06824

Sullivan Independence Hall

203-256-3050

Memo

To: Board of Selectmen
From: Jim Wendt, Planning Director
Date: June 12, 2024
Re: 470 and 700 Westway Road

A handwritten signature in blue ink, appearing to be "JW", is written over the "From" line of the memo header.

Please be advised that on Tuesday June 11, 2025, the Town Plan and Zoning Commission voted unanimously to recommend town acceptance of the above captioned parcels as open space. This recommendation is pursuant to section 8-24 of the CT General Statutes.



MEMORANDUM

To: James Wendt, Town Planning & Zoning Director

From: Timothy Bishop, Conservation Director

Date: June 6, 2024

Re: 470 and 700 Westway Road
Map 283 Lots 10 & 11

Per our recent discussion regarding the above-mentioned properties, I have recently pursued acquisition of these two parcels for the benefit of the Town of Fairfield as conservation open space. The parcels are located in the Southport section of Fairfield, near Interstate 95 and total 2.09 acres. Lot 10 is located adjacent to existing conservation open space known as Westway. The addition would nearly double the area and will soon be an area for residents to enjoy an underutilized and unappreciated open space along the water by installation of a new walking trail.

Following my conversations with the property owner in the past months, he was willing to donate both parcels to the Town in exchanges for absolution of the back taxes, in the amount of \$53,452.47. In the recent past, this exchange has been common practice, as approved by the Tax Collector and Town Attorney, upon approval from the Conservation Commission and Land Acquisition Commission.

With Town ownership, each parcel will be afforded formal protection under the Conservation Commission's jurisdiction, as Lot 10 will be existing contiguous open space, and semi-submerged tidal wetlands along Sasco Brook and Lot 11 is considered a Regulated Area under the Town's Inland Wetlands and Watercourses Regulations. Based on aerial photographs dating back to 1934 and knowledge of the parcels as being unsuitable and unstable for construction given their locations and soils, no development or structures appear on either property in almost 100 years. During my recent site visits, visual inspections on-foot have revealed no reason to be concerned with site history of either parcel.

I believe no reason exists to not accept these parcels for Town conservation use and acquiring them will only add to our open space inventory. Placement of a Conservation Easement on one or both properties that the current owner does not want to own, prevents public access and enjoyment to existing open space (Lot 10) and jeopardizes encroachment, damages and enforcement capabilities managed by my Department.



In summary, it is my understanding that your Commission approved acquisition of both subject parcels many years before I arrived in this seat and a gap in my Department's leadership is believed to be one reason why this was not formally executed. With Deeds currently in hand, I feel strongly that these are two great parcels for conservation purposes, I am unaware of any downside or liability and both the Conservation and Land Acquisition Commissions agree.

Therefore, I recommend that the Planning & Zoning Commission approve the recording of ownership by the Town of Fairfield of these two parcels.

Please let me know if you have any questions.

Respectfully,

Timothy J. Bishop, MS, CEP, WPIT, CE

After Recording, Please Return To:
David K. Kurata, Esq.
Russo & Rizio, LLC
10 Sasco Hill Road
Fairfield, CT 06824

WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that **WESTWAY ROAD, LLC**, a Connecticut limited liability company (the "Grantor") for the consideration of ONE (\$1.00) DOLLAR and other valuable consideration received to its full satisfaction of the Grantor from the **TOWN OF FAIRFIELD**, a municipality organized and existing under the laws of the State of Connecticut, having a principal office located at 725 Old Post Road, Fairfield, Connecticut (the "Grantee"), does give, grant, bargain, sell and confirm unto the Grantee, with WARRANTY COVENANTS, all those certain pieces or parcels of real property located in the State of Connecticut, County of Fairfield, Town of Fairfield, and commonly known as **470 and 700 Westway Road**, as more specifically described in **Schedule A** attached hereto and made a part hereof (collectively the "Property").

TO HAVE AND TO HOLD the Property hereby conveyed, with the appurtenances thereof, unto the Grantee and unto the Grantee's successors and assigns forever and to the Grantee and its own proper use and behoof; and the Grantor, its successors and assigns covenant with the Grantee, its successor and assigns that the Grantors are well seized of the Property as a good indefeasible estate in FEE SIMPLE; have good right to grant and convey the same in manner and form as herein written, and the same are free from all encumbrances whatsoever, except as set forth on said **Schedule A**.

AND FURTHERMORE, the Grantor do by these presents bind themselves and its successor and assigns forever to **WARRANT AND DEFEND** the Property hereby conveyed to the Grantee and to its successor and assigns against all claims and demands whatsoever, except as herein stated.

BUT IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT:

1. This Warranty Deed, and the conveyance being made hereby, are being executed, delivered and accepted in lieu of foreclosure of real estate taxes due to the Grantee with respect to the Property, and that the same shall be interpreted and construed as an absolute conveyance to the Grantee of all of Grantor's right, title and interest of Grantor in the Property, including specifically, without limitation, any equity or rights of redemption of Grantor in the Property (or any portion thereof or interest therein).

2. Grantor acknowledges and agrees that the conveyance of the Property pursuant hereto is an absolute conveyance of all of Grantor's right, title and interest in and to the Property and is not intended (now or in the future) to constitute a mortgage, trust conveyance or other security agreement of any nature whatsoever. Grantor hereby acknowledges that, after the conveyance hereunder, Grantor shall have no further interest or claim with respect to the Property, including, without limitation, the following:

- a. The right to possession of the Property;
- b. The right to manage the Property;
- c. The right to receive any revenues or rents from the Property; or
- d. The right to repurchase, redeem or regain any right, title or interest in the Property, or in any portion thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the said Grantor has signed and sealed this instrument, this 7th day of May, 2024.

Signed, Sealed and Delivered in
the Presence of:




Erica Azzarito

Westway Road, LLC



David K. Kurata

By 

Glenn Tatangelo
Its Manager
Duly authorized

STATE OF CONNECTICUT)
) ss. **Fairfield**
COUNTY OF FAIRFIELD)

On this the 7th day of May, 2024, before me, the undersigned officer, personally appeared **Glenn Tatangelo**, who acknowledged himself to be a Manager of **Westway Road, LLC** and that she, as such Manager of **Westway Road, LLC**, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof I have hereunto set my hand.



David K. Kurata
Commissioner of the Superior Court

SCHEDULE A

Legal Description

AS TO 470 WESTWAY ROAD:

All that certain real property, together with any improvements thereon, situated in the Village of Southport, Town of Fairfield, County of Fairfield and State of Connecticut, designated as Parcel #3 on a map entitled "Perimeter Survey Property Line Revision Prepared For Bookmark at Southport, LLC, Westway Road, Southport, Connecticut," dated October 20, 2003 and on file in the Fairfield Town Clerk's Office as Map No. 6947.

AS TO 700 WESTWAY ROAD:

All that certain real property together with any improvements thereon, situated in the Village of Southport, Town of Fairfield, County of Fairfield and State of Connecticut, designated as Parcel #2 on a map entitled "Perimeter Survey Property Line Revision Prepared For Bookmark at Southport, LLC, Westway Road, Southport, Connecticut," dated October 20, 2003 and on file in the Fairfield Town Clerk's Office as Map No. 6947

Said Property are conveyed subject to:

1. Any and all provisions of any municipal, ordinance or regulation or public or private law with special reference to the provisions of any zoning regulations and regulation governing the said Property.
2. Open Space Easement in favor of the Conservation Commission of the Town of Fairfield dated June 5, 2017 and recorded in Volume 5566 at Page 142 of the Fairfield Land Records.
3. Easement to the State of Connecticut dated May 12, 1956 and recorded in Volume 347 at Page 218 of the Fairfield Land Records. (As to 700 Westway)
4. Right to discharge water contained in a Certificate of Taking from the State of Connecticut dated January 16, 1961 and recorded in Volume 418 at Page 286 of the Fairfield Land Records. (As to 700 Westway)
5. Notes, notations and conditions as shown on Map No. 6925, 6947 and 7784.

Unanimous Written Consent
of the **ONLY TWO** Managers and **SOLE** Member
of
Westway Road, LLC,
a Connecticut limited liability company
(the "Company")

The undersigned, being the **SOLE** Member of the Company and the **ONLY TWO** Managers of the Company, hereby consent to the adoption of the following resolutions in accordance with the laws of the State of Connecticut.


RESOLVED, that the Company be and is hereby authorized to convey the property located at **470 Westway Road, Fairfield, Connecticut** and **700 Westway Road, Fairfield, Connecticut** (together, the "Property") to the **Town of Fairfield** ("Town");
and

FURTHER RESOLVED, that either **Glenn Tatangelo** or **Danielle Bijanada**, each as a Manager of the Company (the "Authorized Person"), acting alone, is hereby authorized in the name, and on behalf, of this Company, to execute and deliver to the town such documents as shall be reasonably necessary to effectuate the above conveyance.

Dated as of May 7, 2024.



Glenn Tatangelo, ~~ONE OF THE TWO~~ Managers and the **SOLE** Member



Danielle Bijanada, **ONE OF THE TWO** Managers



First American Title Insurance Company

TITLE AFFIDAVIT

The undersigned, being the owner(s) of Property located at **481 Westway Road (Unit 401), Fairfield, CT** ("Property"), being duly sworn, hereby depose(s) and says:

I. MECHANIC'S LIENS:

Within the last ninety (90) days, no person/firm has furnished any labor, services or materials in connection with the construction or repair of any buildings or improvements or site work on the Property, and no work remains to be performed under any existing contracts. [If this statement is not true, please strike this section. Lien waivers must be provided or the mechanic's exception cannot be deleted from Schedule B without Company's approval.]

II. TENANTS:

There are no tenants or parties in possession of the Property. [If there are such parties, please strike this section and list the tenants/parties on the back of this page and identify the portion of the Property in possession. The corresponding Schedule B exception for tenants/parties in possession cannot be deleted without Company approval. The general exception may be deleted if a specific exception for the parties listed is taken in Schedule B.]

III. SURVEY MATTERS:

(Owners Policy):

~~The undersigned has examined the survey which is attached to this affidavit. Said survey reflects the current location of all buildings and improvements on the property.~~

NOTE: ~~If no survey showing the current status of the property is attached to this affidavit, an exception for matters of survey must appear in Schedule B of any ALTA owners policy to be issued.~~

(Mortgage Policy):

The undersigned has been in peaceful and undisturbed possession of the property. There is no dispute or disagreement as to the location of any boundary lines. The undersigned is not aware of any encroachments of structures or other improvements onto the subject property or onto adjoining land or onto any easement area. The undersigned has not allowed any easement or right of way across the subject property and no person has attempted to assert any such right.

IV. TAXES, ASSESSMENTS AND COMMON CHARGES

~~All real estate taxes, common charges, association dues, common interest community assessments, special taxing district charges, water and sewer charges and municipal charges and assessments are current and the next installment or payment is not yet due and payable.~~

V. RIGHT OF FIRST REFUSAL

~~The undersigned has fully complied with the requirements of any Right of First Refusal provisions which may affect the property. Any such Right of First Refusal provision has been effectively waived.~~

VI. BUILDING PERMITS

The undersigned has no knowledge of any structural modification or improvement on this property that was performed without a building permit and a certificate of occupancy (if applicable).

NOTE: If this item is stricken, an Eagle policy cannot be issued.

This affidavit is made for the purpose of inducing a purchase and/or mortgage of the subject property and to induce FIRST AMERICAN TITLE INSURANCE COMPANY to issue its policy or policies of title insurance. The undersigned acknowledges that the purchaser, mortgage lender and FIRST AMERICAN TITLE INSURANCE COMPANY will rely upon the truth and accuracy of the statements contained herein.

Owner: Westway Road, LLC

By: _____

Glenn Tatangelo
its Manager, Duly authorized

Subscribed and sworn to before me this 7th day of May, 2024.

David K. Kurata
Commissioner of the Superior Court

NON-FOREIGN AFFIDAVIT AND CERTIFICATION OF SELLER

1. The undersigned hereby certifies that **Westway Road, LLC**, a Connecticut limited liability company (the “Limited Liability Company”) is not a nonresident entity for purposes of U.S. income taxation. The Limited Liability Company’s name, U.S. taxpayer identification number and primary address are as follows:

Transferor: Westway Road, LLC
Tax I.D. No.: 81-3399030
Address: 4930 Baybridgeg Boulevard, Estero, FL 33928,

2. The Limited Liability Company is not a “Foreign Terrorist Organization”, or agent of a “Foreign Terrorist Organization”, as defined in Section 302 of the Antiterrorism and Effective Death Penalty Act of 1996.

3. The Limited Liability Company is not a “Specially Designated Terrorist”, and is not acting for or on behalf of a “Specially Designated Terrorist”, as defined in accordance with Executive Order 12947 pursuant to the International Economic Powers Act, United States Code, Title 50 Sec. 1701-06.

4. The undersigned understands that this certification may be disclosed to the Internal Revenue Service, the Office of Foreign Assets Control, or any other governmental agency, and that any false statements could be punishable by fine, imprisonment or both.

Under penalties of perjury, the undersigned declares that the undersigned has examined this certification and to the best of the undersigned’s knowledge and belief it is true, correct and complete as to the information pertaining to the undersigned.

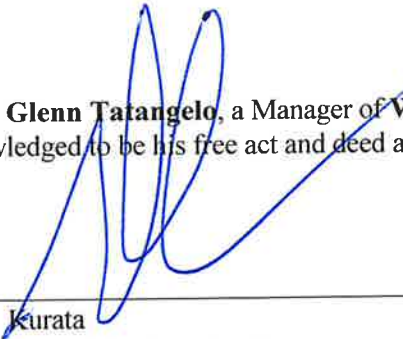
[Signature page to follow on next page]

Seller:
Westway Road, LLC

By 
Glenn Tatangelo
Its Manager
Duly Authorized

STATE OF CONNECTICUT)
) ss. Fairfield
COUNTY OF FAIRFIELD)

On this 7th day of May, 2024, personally appeared, **Glenn Tatangelo**, a Manager of **Westway Road, LLC**, signer of the foregoing instrument and acknowledged to be his free act and deed and the free act and deed of said **Westway Road, LLC**, before.



David K. Kurata
Commissioner of the Superior Court



MEMORANDUM

To: Board of Selectmen

From: Timothy Bishop, Conservation Director

Cc: Conservation Commission

Date: July 5, 2024

Re: 798 and 816 Sturges Road
Map 177 Lots 178 & 178A

Per my most recent preliminary presentation before the Board of Selectmen regarding the above-referenced properties, I have been in pursuit of acquiring the two above-referenced parcels for the benefit of the Town of Fairfield for multiple reasons that I will detail later in this Memo. The two parcels are located in the Greenfield Hill section of Town, on the eastern side of Sturges Road, near the intersection with Bronson Road. Combined, they total 0.59-acres and adjacent to the 64.6-acres of Perry's Mill Open Space. This open space falls under the jurisdiction of the Conservation Commission and is the responsibility of my Department to maintain for the benefit of all natural resources and enjoyment by the public, including programs within the Fairfield Public School curriculum.

Following my conversations with the property owner dating back to the fall of 2023, he was willing to work with me (and the Town) for consideration of purchase of both parcels. Ultimately, an offer to purchase both parcels for \$950,000 was accepted in writing in a letter from the First Selectman dated April 11, 2024. To-date, the Conservation Commission, Planning & Zoning Commission and Land Acquisition Commission approve of this acquisition deal, but as you know, this matter is currently active before the Board of Selectmen, Board of Finance and RTM for the necessary approvals, including funding.

Once acquired, ownership of the parcels by the Town not only add acreage to existing open space and prevent future development adjacent to Town-owned land and the Mill River, my vision is to transform the property into a unique educational experience for Fairfield. The property will be designed and renovated to become the first environmental education center in the region, a nature's classroom so to speak. Through this Department, I intend to operate the facility in similar fashion as the Parks & Recreation Department operates Penfield Pavilion. The building and grounds would be expected to be utilized by Fairfield Public Schools and their Mill River Wetlands Committee (MRWC) curriculum, Boy Scouts, Girls Scouts and other nature-based organizations on a reservation basis. My expectations of the facility are that users could



enjoy the open space, collect benthic organisms and nymphs from the Mill River and bring them back directly to the center for examination under microscopes, grow tadpoles into frogs and study the effects on water quality in aquariums based on phosphorus loading.

Additional benefits also include providing safe use of the existing open space for facility and open space users alike. Currently, MRWC school buses and staff park along the shoulder of Sturges Road to enter the open space, which as you can imagine, poses a significant safety risk. With this acquisition, the vacant lot would be utilized as parking that can accommodate cars and buses and take them off of the road.

Furthermore, as part of the educational experience, additional plans exist to incorporate physical demonstrations for the facility users, as they relate to sustainable practices and protection of natural resources. For example, consideration may be given to use of solar and/or geothermal technology at the facility, pervious pavement and stormwater management, native landscaping and pollinator gardens could be installed, maintained and signage created for open space user knowledge.

During my recent site visits, visual inspections on-foot have revealed no reason to be concerned with site history of either parcel. The Town has retained Pillar To Post, a professional inspection company to perform a thorough inspection of the property's structure. On July 3, 2024, myself and the Public Works Building Maintenance Supervisor were present during the inspection to observe and discuss for planning and budget purposes, future outfitting/renovations, alterations and repairs, if any, will be required. Having walked the exterior and interior of the property before, I am already aware of a few items, including the underground storage tank in the front yard for heating purposes that will be removed. In almost two decades of experience as an environmental consultant, I have completed over 2,000 Phase I environmental site assessments and removed over 4,000 petroleum storage tanks, so I intend to provide input and expertise to this process as well.

In summary, I believe no reason exists to not accept these parcels for Town conservation use and acquiring them will not only add to our open space inventory, but establish a one-of-a-kind environmental education facility for Fairfield residents and the public. Most importantly, public school students, who are the future stewards of our natural resources, will be afforded the opportunity to gain hands-on field and laboratory experiences at a high-caliber institutional facility this unique in design and vision.



In closing, I recommend that the Board of Selectmen approve the acquisition and of ownership by the Town of Fairfield of these two parcels as well as the proposed suite of funding to fully execute this .

Please let me know if you have any questions.

Respectfully,

Timothy J. Bishop, MS, CEP, WPIT, CE



Town of Fairfield

Town Planning and Zoning Commission
725 Old Post Road
Fairfield, Connecticut 06824

Sullivan Independence Hall

203-256-3050

Memo

To: Board of Selectmen
From: Jim Wendt, Planning Director
Date: June 26, 2024
Re: 798 and 816 Sturges Road

Please be advised that on Tuesday, June 25, 2024, the Town Plan and Zoning Commission voted unanimously to favorably recommend the town acquisition of the above-captioned property for open space. This recommendation is pursuant to section 8-24 of the CT General Statutes.

THE GREATER BRIDGEPORT BAR ASSOCIATION, INC.
STANDARD FORM RESIDENTIAL REAL ESTATE SALES AGREEMENT
APPROVED AS OF NOVEMBER 10, 2009

AGREEMENT made as of the ____ day of _____ 2024 BETWEEN Juan Velez (herereinafter referred to as the SELLER, whether one or more), The Town of Fairfield (hereinafter referred to as the BUYER, whether one or more),

W I T N E S S E T H:

1. **PROPERTY.** The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the BUYER hereby agrees to purchase the real property commonly known as **798 Sturges Road, Fairfield, Connecticut and 816 Sturges Road, Fairfield, Connecticut** and specifically described in Schedule A attached hereto (the "Premises") subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(e) and Schedule A (legal description and exceptions, if any) attached hereto.

2. **CONSIDERATION.** The purchase price is NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000.00) which the BUYER agrees to pay upon the delivery of the deed, by certified check or official bank check drawn on a bank which is a member of the New York Clearing House, or wire transfer the proceeds of which are immediately available to SELLER (this amount may vary depending on adjustments pursuant to this Agreement).

(a) ~~As a part of the deposit heretofore paid, receipt of which is hereby acknowledged, subject to collection.~~ \$

(b) ~~As the balance of the deposit before or upon the signing of this Agreement, receipt of which is hereby acknowledged, subject to collection;~~ \$

(c) ~~Upon the delivery of the deed, by certified check or official bank check drawn on a bank which is a member of the New York Clearing House, or wire transfer the proceeds of which are immediately available to SELLER (this amount may vary depending on adjustments pursuant to this Agreement);~~ \$

TOTAL \$ 950,000.00

~~Any deposit made hereunder shall be paid to the SELLER's attorney who shall hold the same in escrow subject to the terms and conditions hereof and release same to SELLER at the time of closing or to the party entitled thereto upon sooner termination of this Agreement. Any other deposits held by other parties shall immediately be forwarded to SELLER's attorney to be held under the same conditions. Prior to any release of the funds to either party for any reason other than a closing, SELLER's attorney shall provide not less than seven (7) days notice to both parties. If there is a dispute as to the deposit the SELLER's attorney may pay the deposit into court by interpleader or other appropriate action whereupon the SELLER's attorney shall be relieved of all further obligation.~~

Mortgage company checks or similar holding company checks, unless certified, DO NOT represent immediate funds and will not be accepted at the time of closing. Trustee checks are NOT satisfactory funds for any payment

required by this Agreement at the time of closing. In the event SELLER or SELLER'S attorney accepts BUYER's attorney's trustee check in lieu of other funds, BUYER agrees that no stop payment order or direction will be issued with respect to such check(s). This provision shall survive the closing.

BUYER'S attorney shall tender to SELLER separate cashier's check(s), bank treasurer certified check(s) or wire transfer(s), at SELLER'S discretion, for payoff of SELLER'S mortgage obligation(s), if any, in accordance with the GBBA Real Estate Closing Customs; the balance of funds due to be paid at closing in accordance with Paragraph 2d of the Agreement.

3. **DEED.** The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, **two of** the usual Connecticut full covenant Warranty Deeds (or appropriate Fiduciary's Deed) in proper form, to convey to the BUYER, or BUYER's permitted assigns, the fee simple of the Premises, free of all encumbrances except as aforesaid. The SELLER shall thereupon pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms. **The consideration for the deed for 798 Sturges Road shall be \$798,000.00 and the consideration for the deed for 816 Sturges Road shall be \$152,000.00.**_____

4. **CLOSING.** The deed shall be delivered at the offices of the SELLER's attorney, provided said office is in Fairfield County Connecticut, or at such place in Fairfield County, Connecticut, as may be designated by the BUYER's lending institution on the date that is the first business day which is 30 days after the approvals set forth in paragraph 55 are obtained, or sooner by mutual agreement of the parties hereto. **Notwithstanding the foregoing, the parties hereto mutually agree to the following alternative closing arrangement: (a) SELLER's attorney may send closing documents to BUYER's attorney via overnight courier or hand delivery, which shall be delivered on the Closing Date; (b) upon receipt of said closing documents, BUYER's attorney shall transmit the purchase proceeds via wire transfer to SELLER's attorney's escrow account; and (c) the closing documents and purchase proceeds shall be held in escrow until both BUYER's attorney and SELLER's attorney confirm in writing that release is authorized.**

5. **FIXTURES.** (a) Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them are now located on the Premises, in their present "AS IS" condition, normal wear and tear excepted: heating, cooling, electrical and plumbing systems and fixtures, electric light fixtures, stove, storm windows and doors, screens and screen doors, window shades, venetian blinds, curtain rods, awnings, exterior television antennae, weathervanes, mail box(es), all pool equipment, garage door openers with remotes, and existing plants and shrubbery, together with n/a

(b) Included in the sale are fixtures which are defined as personal property that have become so attached to the real property that they are not readily removable having become fixed, e.g. by nail, screw, bolt, glue, etc.

(c) Specifically **excluded** from the sale are: n/a

(d) If any fixtures are leased, the leased item, and corresponding name and contact information of the lessor is as follows: n/a

6. **TITLE.** (a) If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) days, or such shorter time as may be within the term of the BUYER's mortgage commitment, within which to perfect title. If at the end of said time the SELLER, **despite reasonable good faith efforts**, is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER may elect to accept such title as the SELLER can convey, without modification of the purchase price, or may reject such title. Upon such rejection, all sums paid on account hereof, together with any expenses actually incurred by the BUYER, which expenses, however, shall be limited in the aggregate so as not to exceed the gross premium cost of fee title insurance based on the amount of the purchase price, for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fee, shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder.

(b) The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. Any and all defects in or encumbrances against the title, which come within the scope of said Title Standards, shall not constitute valid objections on the part of the BUYER, if such Standards do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Standards, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut.

(c) **NO VIOLATIONS:** The SELLER represents that the Premises and the present use thereof are not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any restrictive covenant, agreement or condition subject to which title to the Premises is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the date of closing the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises, which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.

(d) **RELEASE OF MORTGAGES:** Notwithstanding anything to the contrary contained in this Agreement or any riders attached hereto, in the event SELLER'S title is encumbered by mortgage lien(s) for which SELLER'S attorney is unable to deliver release(s) of mortgage(s) at closing, the parties shall close the transaction, provided that the following procedure is followed with respect to each mortgage lien: (a) the SELLER'S attorney shall provide to the BUYER'S attorney the following documents at the time of closing: SELLER'S indemnification letter in the form provided by the Greater Bridgeport Bar Association Closing Customs, copy of mortgage payoff statement provided by the mortgagee, mortgage payoff transmittal letter issued by the SELLER'S attorney in the

form provided by the Greater Bridgeport Bar Association Closing Customs, and a copy of the overnight airbill for transmittal; (b) the SELLER'S attorney, upon receiving the release of mortgage from the mortgagee, shall send it, with payment for the recording fee, to the BUYER'S attorney who shall then record the release of mortgage; (c) if SELLER has not obtained such release within sixty (60) days after closing, the SELLER'S attorney and BUYER'S attorney shall take all necessary steps towards compliance with the Section 49-8a of the Connecticut General Statutes for the purpose of filing a statutory affidavit in lieu of release of mortgage should such filing become necessary; (d) with respect to an equity line of credit, in addition to the aforesaid requirements, the SELLER'S attorney shall notify the lender to terminate all future borrowing rights as the time at which the payoff statement is requested, a copy of this notification shall be provided to BUYER at closing; (e) in the event BUYER'S title insurance company will not issue a fee policy at no additional premium taking no exception for said mortgage or mortgages, ~~or~~ and which provides affirmative coverage against lost or damage by reason of said unreleased mortgage or mortgages, BUYER shall not be obligated to proceed to closing; and (f) the provisions of this paragraph 6(d) shall survive the closing.

(e) EXCEPTIONS TO TITLE: The Premises will be conveyed to and accepted by the BUYER subject to:

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment and/or lien other than taxes shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing. **Seller represents that Seller is not aware of any such assessment currently affecting the Premises.**

(vi) Such encumbrances as shown on Schedule A, if any, **provided same do not render title unmarketable.**

7. **LIEN.** All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 6 or 11 hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.

8. **CONDITION OF PREMISES [THIS AGREEMENT IS NOT SUBJECT TO ANY INSPECTION CONTINGENCIES].** The BUYER agrees that he has inspected said Premises, is satisfied with the physical

condition thereof and agrees to accept at closing the Premises in the condition that it was in at the time that all the Buyer's building inspections were completed, on an "as is" basis, reasonable wear and tear excepted, subject to the provisions of Paragraph 11 hereof. SELLER represents that all appliances and systems on the Premises (including the furnace, heating and air conditioning systems and any appliances included in the sale) are in working order and will be in the same condition at the time of closing as they were on the date that all the BUYER's building inspections were completed, reasonable wear and tear excepted. SELLER represents that the floor areas under any area rugs or furniture, and the wall areas behind any furniture, wall hangings or other objects, are of substantially the same condition and material as the floor and wall areas that are visible to inspection by BUYER without moving any of the foregoing, and there are no holes in the floors or walls hidden by the same, with the exception that reasonable nail holes shall be deemed to be acceptable. Neither SELLER nor SELLER's agents have made any representations or warranties as to said Premises on which BUYER has relied other than as expressly set forth in this Agreement. The SELLER agrees that the condition of the Premises shall be the same on the date of closing of title as of the date that all the BUYER's building inspections were completed, reasonable wear and tear excepted, subject to the provisions of Paragraph 11 hereof.

9. **BROKER(S).** The parties hereto agree _____ of _____ and _____ of _____ are the broker(s) who negotiated the sale of the Premises, and the SELLER agrees to pay the commission for such services pursuant to separate agreement. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no other broker or agent brought the Premises to the BUYER's attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no other broker or agent has any exclusive sale or exclusive agency listing on the Premises. The BUYER (jointly and severally, if more than one) hereby agrees to indemnify and hold harmless the SELLER against any liability by reason of the claim of any other broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such other broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, SELLER shall promptly notify BUYER, and BUYER shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.

10. **APPORTIONMENT.** Real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, **assignable** service contracts, dues and ordinary assessments of private associations, and common charges, if any, shall be apportioned over the fiscal period for which levied. BUYER shall reimburse SELLER at closing for any fuel remaining on the Premises at then market rates. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located. Condominium special assessments due and payable prior to the date set forth in Paragraph 4 of this Agreement shall be SELLER's responsibility. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing. The preceding sentence shall survive the closing.

11. **RISK OF LOSS.** The risk of loss or damage by fire or other casualty to the buildings on the Premises until the time of the delivery of the deed is assumed by the SELLER. Throughout the period between the date of this Agreement and the delivery of deed, SELLER shall continue to carry his existing fire and extended coverage insurance on the buildings on the Premises. In the event that such loss or damage does occur prior to the delivery of the deed, the SELLER shall immediately notify Buyer and shall be allowed a reasonable time thereafter, not to exceed thirty (30) days from such loss or damage or such shorter time as may be within the term of BUYER's mortgage commitment, within which to repair or replace such loss or damage to the Buyer's reasonable satisfaction. In the event the SELLER does not repair or replace such loss or damage within said time, the BUYER shall have the option:

(a) Of terminating this Agreement, in which event all sums paid on account hereof, together with any expenses actually incurred by the BUYER for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fees (in the aggregate not to exceed the cost of fee title insurance based on the amount of the purchase price), shall be paid to the BUYER without interest thereon. Upon receipt of such payment, further claims and obligations between the parties hereto, by reason of this Agreement, shall be released and discharged; or

(b) Of accepting a deed conveying the Premises in accordance with all the other provisions of this Agreement upon payment of the aforesaid purchase price and of receiving the benefit of all insurance moneys recovered or to be recovered on account of such loss or damage, to the extent they are attributable to loss or damage to any property included in this sale, less the amount of any moneys actually expended by the SELLER on said repairs.

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes.

12. **AFFIDAVITS.** The SELLER agrees to execute, at the time of closing of title, an affidavit, (a) verifying the non-existence of mechanics' and materialmen's lien rights, (b) verifying the non-existence of any tenants' rights, other than as set forth herein, (c) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, (d) updating to the extent of SELLER's knowledge, any available survey, and (e) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445; together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's knowledge.

13. **MAINTENANCE.** The grounds shall be maintained by the SELLER between the date of BUYER's signing hereof and the closing of title, including the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas), and the removal of snow and ice from walks and driveways. In the event there is a pool that has been opened prior to the closing, SELLER shall continue to perform normal maintenance of same.

14. **DELIVERY OF PREMISES.** The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein), broom-clean, free of all debris, litter and furnishings and shall deliver all keys in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

15. **LIABILITY FOR DELAYED CLOSING.** In the event of a delay in closing as set forth herein, other than as provided for under the provisions of this Agreement, through no fault of the SELLER, beyond five (5) business days, then the BUYER will reimburse the SELLER from the sixth (6th) business day to the day of actual closing of title for the SELLER's carrying costs of said property, including taxes, mortgage interest, utilities and per diem interest on SELLER's equity in the Premises, which amount shall be calculated at the rate of 1/30th of 1% of the purchase price for each day of delay up to the actual date of closing. Further, in the event of a delay in the closing by more than five (5) business days, through no fault of the BUYER, SELLER shall reimburse the BUYER for carrying costs for temporary housing, temporary storage of personal property, living expenses and other miscellaneous expenses at the same per diem rate of 1/30th of 1% of the purchase price for each day of delay from the sixth (6th) business day to the day of actual closing up to the actual date of closing. [For example, the per diem cost of a \$450,000 transaction would be \$150 per day.]

16. **DEFAULT.** If BUYER is in default hereunder, or, on or before the date of closing as set forth herein, indicates that BUYER is unable or unwilling to perform and SELLER **is not in default hereunder and** stands ready to perform SELLER's obligations, SELLER's sole remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney and retain the down payment as reasonable

liquidated damages for BUYER's inability or unwillingness to perform. It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute buyer; additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance. In such event and upon SELLER's written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement. If SELLER defaults hereunder, BUYER shall have such remedies as BUYER shall be entitled to at law or in equity, including, but not limited to, specific performance. However, failure to comply by the SELLER as a result of encumbrances or defects in title shall be governed by the provisions of Paragraph "6" of this Agreement and failure to comply as a result of risk of loss shall be governed by Paragraph "11" of this Agreement.

The foregoing notwithstanding, a delay in the closing occasioned by the SELLER, which results in either the loss of the BUYER'S mortgage commitment or an adverse change in the terms of such commitment shall entitle BUYER to rescind this Agreement and the SELLER shall forthwith refund all sums heretofore paid by the BUYER on account of the purchase price, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall terminate.

In no event shall the closing, or any extension thereof, take place later than four (4) weeks from the date of closing set forth in Paragraph 4 hereof, subject to the provisions of Paragraphs 6 and 11 of this Agreement. In the event closing has not taken place by the end of said four (4) week period, through no fault of the non-delaying party, the delaying party shall be deemed in default.

17. MORTGAGE CONTINGENCY. ~~This Agreement is contingent upon BUYER obtaining an unconditional written commitment for a loan, which commitment shall be subject only to such acts as shall be within Buyer's reasonable ability to perform, to be secured by a mortgage(s) on the Premises, in the amount of \$_____ from a lending institution or licensed mortgage broker, which loan(s) shall be for a term of not more than 30 years and shall bear interest at rate(s) then in effect at the institution where application is made and shall include such other terms and conditions as are imposed by such institution at the time BUYER makes such application(s). BUYER agrees to make prompt application(s) for such a loan(s) and to pursue said application(s) with diligence. If having done so, BUYER is unable to obtain such unconditional written commitment for such a loan on or before _____ and if BUYER so notifies SELLER or SELLER's attorney, _____, in writing, at or before 5:00 p.m., on said date, then this Agreement shall be null and void and the BUYER shall be entitled to the immediate return by SELLER of all sums paid by the BUYER on account of this Agreement except for the sum of Three Hundred Fifty (\$350.00) Dollars towards the cost of preparation of this Agreement. If SELLER or SELLER's attorney does not receive such written notice at or before 5:00 p.m. on said date, this Agreement shall remain in full force and effect. A denial of BUYER's mortgage application based upon the BUYER's inability to sell other real estate or another home, or a written commitment conditioned on the sale of other real estate or another home, shall NOT be deemed a denial of such mortgage application under this paragraph. In either of such events the BUYER shall not be entitled to terminate this Agreement nor be entitled to the return of any sums paid by the BUYER on account of this Agreement. Should the BUYER fail to comply with the foregoing requirements, this Agreement shall continue in full force and effect, and the rights and obligations of the parties shall be as if this paragraph did not appear in this Agreement. This paragraph is intentionally deleted.~~

18. PROPERTY CONDITION DISCLOSURE FORM. Attached hereto as a Rider is the Property Condition Disclosure Form required by Section 20-327b of the Connecticut General Statutes. In the event the SELLER has

not furnished BUYER with the Property Disclosure Form, as required by Section 20-327b of the Connecticut General Statutes, with or prior to the BUYER's execution of this Agreement, the SELLER shall give and the BUYER shall receive a credit of \$300.00 against the purchase price at closing.

19. **LEAD-BASED PAINT.** By signing this contract, BUYER acknowledges that the lead paint contingency granted pursuant to 42 USC 4852d as set forth in the Lead Paint Disclosure report attached to this Agreement has been waived or has been satisfied, and that the BUYER has no further testing period for lead paint.

20. **UTILITIES.** The SELLER represents that no utility lines cross the property of an adjoining owner to serve the Premises unless specifically set forth in this Agreement, and that no utility lines cross the Premises and serve property of an adjoining owner unless specifically set forth herein.

21. **BUILDING PERMITS.** The SELLER represents that during SELLER's period of ownership, no work has been performed on the Premises for which a building permit has been required other than that for which building permits were obtained and for which Certificates of Occupancy have been issued. **The failure by the Seller to close any open building permits (other than building permits more than nine (9) years old closed by operation of law) prior to the closing shall constitute a title defect and the Buyer shall have the rights and remedies set forth in section 6) of the Agreement.**

Buyer's obligations are contingent upon receipt of a satisfactory municipal search to be obtained at Buyer's expense.

22. **INSULATION AND ASBESTOS.** The SELLER represents that the Premises are not insulated in whole or in part with urea formaldehyde or any other type of foam insulation and do not contain any asbestos related material.

23. **KNOWLEDGE OF HEARINGS.** The SELLER represents that SELLER has neither knowledge nor notice of any pending public agency (including but not limited to Planning, Zoning, Inland Wetlands, etc.) hearings or appeals therefrom affecting the Premises or any abutting property and will promptly notify the BUYER if the SELLER receives notice or learns of any such hearings after the signing of this Agreement and prior to closing. If the purpose of such hearing would have an adverse effect on the property and/or BUYER's use and enjoyment thereof, either party can either: 1). Cancel this agreement; 2). Postpone closing date until after said hearing to determine if the requested use(s) or change(s) has/have been granted; or 3). Proceed to closing pursuant to the terms contained herein.

24. **DELIVERY OF DOCUMENTS.** The SELLER shall deliver to the BUYER prior to closing any documents, informational materials, building plans and any surveys in the SELLER's possession pertaining to the Premises, the appliances and the systems on the Premises.

25. **BASEMENT AND ROOF.** The SELLER represents that, during the period of the SELLER's ownership of the Premises, the basement has been free of any water except as disclosed herein, and represents that the roof currently is free of leaks.

26. **SEPTIC.** Unless, the premises are served by public sewer, the SELLER represents that the Premises are served by a septic tank and leaching fields located entirely within the Premises' lot lines, that said tank and fields serve no other Premises and that, during the SELLER's entire period of ownership, said septic system has required only normal maintenance and cleaning.

27. **WELL.** Unless the Premises are served by public water supply, the SELLER represents that the Premises are supplied by a well and pipes located entirely within the Premises' lot lines, that said well and pipes serve no other premises and that, during the SELLER's entire period of ownership, the well has produced sufficient clear and potable water for normal domestic use.

28. **UNDERGROUND STORAGE TANKS.** The SELLER represents that there are no above-ground or underground storage tanks on the Premises which leak or have leaked and that any such storage tank(s) are not currently in disrepair and SELLER has no knowledge of any underground storage tank(s), except as disclosed in the Property Condition Disclosure Form attached hereto. The SELLER further represents that the Premises are not contaminated by any oil, petroleum product or hazardous waste which, if known to the state and federal authorities, could result in remedial clean-up work and expense to the BUYER subsequent to the passing of title.

29. **NON-MATERIAL FACT CONCERNING REAL PROPERTY.** The BUYER hereby advises the SELLER that knowledge of any non-material fact concerning real property, as defined in Connecticut General § 20-329cc *et seq* with regard to the Premises is important to his decision to purchase the Premises. The SELLER represents to BUYER that he has no knowledge of any non-material fact concerning real property, as defined in Connecticut General § 20-329cc *et seq* with regard to the Premises.

30. **NOTICES.** All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to:

Midhat H. Syed, Esq.
Law offices of Midhat Syed
60 Long Ridge Road, Suite 202
Stamford, CT 06902
Phone: 203.347.7222

Notices to the BUYER shall be sent to:

Lauren Walters, Esq.
Cohen and Wolf, P.C.
320 Post Road West
Westport, CT 06880
Phone: 203.341.5320

31. **RIGHT TO WITHDRAW.** This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER's attorney of the full payment of the deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney.

32. **ASSIGNMENT.** This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any

effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.

33. IRS REPORTING COMPLIANCE. Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing

34. ACCEPTANCE OF DEED. The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

35. REPRESENTATIONS. Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement or any addenda attached hereto shall survive delivery of the deed and all representations by SELLER are made to the best of SELLER's knowledge and belief.

36. EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

37. COSTS OF ENFORCEMENT. Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.

38. GENDER. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

39. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement; and said counterparts shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party.

40. ENTIRE AGREEMENT. All prior understandings, agreements, representations and warranties, oral and written, between Seller and Purchaser are merged in this Agreement. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.

41. CAPTIONS. The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

42. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not render the remaining terms and provisions invalid or unenforceable.

43. ALTERATION OF STANDARD FORM. The Parties agree that unless a provision which is not a part of, or which varies from the Standard Form, is printed in bold typeface of not less than 16 points or handwritten, such provision shall be deemed not to be a part of this Agreement for any purpose, and any provision of the Standard Form that has been eliminated shall be deemed to be a part of this Agreement unless a reference to its

deletion in such typeface or handwriting is inserted in its place and is described in a separate cover letter. Addenda, exhibits and riders to this Agreement are not subject to the foregoing requirement of this paragraph.

44. BANKRUPTCY. SELLER represents that no SELLER is a "Debtor" in a proceeding presently pending in any Bankruptcy Court. If, between the date of SELLER's execution of the Agreement and the closing of title, a Bankruptcy petition is filed naming a SELLER as a Debtor under any Bankruptcy Code, then this Agreement shall terminate and Buyer shall be entitled to the return of any and all sums paid on account hereof, together with any expenses actually incurred by the BUYER, which expenses, however, shall be limited in the aggregate so as not to exceed the gross premium cost of fee title insurance based on the amount of the purchase price, for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fee, shall be paid to the BUYER without interest thereon. Whereupon, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. This representation shall be deemed material and shall survive the closing of title.

45. BOUNDARY LINES. SELLER represents that all buildings, appurtenances, systems, and driveways are entirely within the boundary lines of said premises.

46. NO FURTHER ENCUMBRANCE. SELLER agrees that he will not further encumber the premises and that he will notify the Buyer immediately of any matters including, but not in limitation of, attachments, liens and any notice zoning matters which may affect the premises during the pendency of this agreement.

47. RECORD OWNER. SELLER is record owner in fee simple of the premises being conveyed herein.

48. ABUTS PUBLIC STREET. SELLER represents that the property abuts a public highway.

49. MUNICIPAL ASSESSMENTS. SELLER represents that Seller has no knowledge of the existence of any municipal lien and/or assessment, nor improvements for which a lien or assessment could be levied in the future.

50. SMOKE DETECTOR/CARBON MONOXIDE AFFIDAVIT. At closing of title, SELLER shall leave the existing smoke alarms and carbon monoxide detectors in place. Having no expertise with respect to the operation or placement of smoke alarms and carbon monoxide detectors and having made no inspection of same, SELLER represents that SELLER is not aware of any defects with respect to same. Notwithstanding the foregoing, SELLER will provide at closing the affidavit required by Conn. Gen. Stat. § 29-453, and as same may be amended,.

51. COUNTERPARTS/ELECTRONIC MAIL: This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by facsimile or electronic mail and, upon evidence of receipt of

same, shall constitute delivery of this Agreement. The parties intend that faxed or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or electronic) of all the parties is binding on the parties once sent via facsimile or via electronic mail or delivered to the other party's counsel.

All notices under this Agreement shall be in writing and shall be delivered or sent by email, facsimile transmission, certified mail, or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves. Electronic signatures of the parties and of the attorneys for the parties on this Agreement, notices, or amendments to this Agreement shall be deemed to have the full force and effect of an original signature.

Each party authorizes their attorney as attorney-in-fact to execute all documents as may be required to effectuate the terms and conditions of this Purchase and Sale Agreement, once executed by the parties, including documents that may be reasonably requested and related to BUYER's lender's requirements.

52. NO LITIGATION. Seller represents that the Seller is not a party to any legal action in any way directly or indirectly related to the Premises. Seller represents that Seller does not know of any litigation or other proceedings, whether pending or threatened against Seller that could result in a "lis pendens" or other form of lien or attachment encumbering the Premises on or before the closing.

53. DISPUTES. Seller represents that there are no disputes between Seller and a neighboring property or unit owner over any matter relative to the Premises. Seller agrees to notify Buyer immediately in the event that any such dispute should arise.

54. ACCESS TO THE PREMISES. Seller agrees to allow entry upon the Premises at reasonable times upon reasonable notice by Buyer or Buyer's

representatives for purposes of obtaining an appraisal, conducting inspections, and the taking of dimensions.

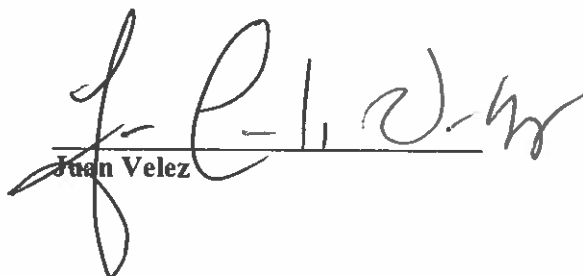
55. This Agreement is contingent upon the approval of:

- A) the Planning and Zoning Commission under Conn. Gen. Stat. §8-24; and**
- B) the Board of Selectman; and**
- C) the Board of Finance; and**
- D) The Representative Town Meeting; and**
- E) the Conservation Commission**

56. All of Seller's representations are made to the best of Seller's knowledge and belief without any independent investigation and none of Seller's representations shall survive the deliver of the Deed.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.



Juan Velez

THE TOWN OF FAIRFIELD

By: _____

Title to said Premises is to be taken in the name or names of:

as _____

ATTACHMENTS:
SCHEDULE A

- Description of Premises
- Exceptions to Title [see Paragraph 6(e)(vi)]

PROPERTY CONDITION DISCLOSURE FORM [see Paragraph 18]

SCHEDULE A

Parcel 1:

All that certain piece or parcel of land, with the buildings and improvements thereon, situated in the Town and County of Fairfield and State of Connecticut, being known and designated as Lot No. 4 on that certain Map entitled "Subdivision for Robert Tomlin, Fairfield, Conn." dated January 28, 1963 made by The Huntington Company, Engineers, Surveyors, and on file in the Fairfield Town Clerk's office as Map #3358.

Said premises being known as 798 Sturges Road, Fairfield.

Parcel 2:

All that certain piece or parcel of land, situated in the Town and County of Fairfield and State of Connecticut, being known and designated as Lot No. 3 on that certain Map entitled "Subdivision for Robert Tomlin, Fairfield, Conn." dated January 28, 1963 made by The Huntington Company, Engineers, Surveyors, and on file in the Fairfield Town Clerk's office as Map #3358.

Said premises being known as 816 Sturges Road, Fairfield:

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
450 Columbus Blvd, Suite 901 ♦ Hartford, CT 06103



RESIDENTIAL PROPERTY CONDITION REPORT

The Uniform Property Condition Disclosure Act (Connecticut General Statutes Section 20-327b) requires the seller of residential property to provide this report to the prospective purchaser prior to the prospective purchaser's execution of any binder, contract to purchase, option, or lease containing a purchase option. These provisions apply to the transfer of residential real property of four dwelling units or less, including cooperatives and condominiums, made with or without the assistance of a licensed broker or salesperson. The seller will be required to credit the purchaser with the sum of \$500 at closing if the seller fails to furnish this report (Connecticut General Statutes Section 20-327c).

INSTRUCTIONS TO SELLERS:

1. You **must** answer **all** questions to the best of your knowledge.
2. You are required to identify and disclose any problems regarding the subject property.
3. **Your real estate licensee cannot complete this form on your behalf.**
4. "UNK" means Unknown, "N/A" means Not Applicable.
5. If you need additional space to complete any answer or explanation, attach additional page(s) to this form. Include subject property address, seller's name and the date.

Pursuant to the Uniform Property Condition Disclosure Act, the seller is obligated to answer the following questions and to disclose herein any knowledge of any problem regarding the following:

A. SUBJECT PROPERTY

- 1) Name of seller(s): _____
- 2) Street address, municipality, zip code: _____

YES NO UNK N/A

B. GENERAL INFORMATION

☐ ☐ ☐ ☐
☐ ☒ ☐ ☐

- 3) What year was the structure built? 1965
- 4) How long have you occupied the property? 6 years and 7 months If not applicable, indicate with N/A.
- 5) Does anyone else claim to own any part of your property, including, but not limited to, any encroachments? If yes, explain: _____

☐ ☒ ☐ ☐

- 6) Does anyone other than you have or claim to have any right to use any part of your property, including, but not limited to, any easement or right of way? If yes, explain: _____

☒ ☐ ☐ ☐

- 7) Is the property in a flood hazard area or an inland wetlands area? If yes, explain: part of the property on 816 Storges Rd. has some wetlands

Seller Initials YN

Buyer Initials _____

Revised 08/2019

YES NO UNK N/A

B. GENERAL INFORMATION (Continued)☐ ☒ ☐ ☐

8) Do you have any reason to believe that the municipality in which the subject property is located may impose any assessment for purposes such as sewer installation, sewer improvements, water main installation, water main improvements, sidewalks or other improvements? If yes, explain: _____

☐ ☒ ☐ ☐

9) Is the property located in a municipally designated village district, municipally designated historic district, or listed on the National Register of Historic Places? If yes, explain: _____

Note: Information concerning village districts and historic districts may be obtained from the municipality's village district commission, if applicable.

☐ ☒ ☐ ☐

10) Is the property located in a special tax district? If yes, explain: _____

☐ ☒ ☐ ☐

11) Is the property subject to any type of land use restrictions, other than those contained within the property's chain of title or that are necessary to comply with state laws or municipal zoning? If yes, explain: _____

☐ ☒ ☐ ☐

12) Is the property located in a common interest community? If yes, is it subject to any community or association dues or fees? Please explain: _____

☐ ☒ ☐ ☐

13) Do you have any knowledge of prior or pending litigation, government agency or administrative actions, orders or liens on the property related to the release of any hazardous substance? If yes, explain: _____

YES NO UNK N/A

C. LEASED EQUIPMENT☐ ☒ ☐ ☐

14) Does the property include any leased or rented equipment that would necessitate or oblige either of the following: the assignment or transfer of the lease or rental agreement(s) to the buyer or the replacement or substitution of the equipment by the buyer? If yes, indicate by checking all items that apply:

☐ Propane fuel tank☐ Water treatment system☐ Water heater☐ Solar devices☐ Security alarm system☐ Major appliances☐ Fire alarm system☐ Other _____☐ Satellite dish antennaProperty Address: _____ Seller Initials 4 Buyer Initials _____

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D. MECHANICAL/ UTILITY SYSTEMS☐ ☒ ☐ ☐15) Fuel types? Oil Are you aware of any heating system problems? If yes, explain: _____☐ ☐ ☐ ☐16) Hot water heater type? Oil Age: 8 years Are you aware of any hot water problems? If yes, explain: _____☒ ☐ ☐ ☐17) Is there an underground storage tank? If yes, list the age of tank UNK and location: front of the property☐ ☒ ☐ ☐

18) Are you aware of any problems with the underground storage tank? If yes, explain: _____

☐ ☐ ☐ ☐19) During the time you have owned the property, has there ever been an underground storage tank located on the property? If yes, has it been removed? ☐ Yes ☒ No

If yes, what was the date of removal _____ and what was the name and address of the person or business who removed such underground storage tank? _____

Provide any and all written documentation of such removal within your control or possession by attaching a copy of such documentation to this form.

☐ ☐ ☐ ☐20) Air conditioning type: ☐ Central; ☒ Window; Other _____

Are you aware of any air conditioning problems? If yes, explain: _____

☐ ☒ ☐ ☐

21) Plumbing system problems? If yes, explain: _____

☐ ☐ ☐ ☒

22) Electrical system problems? If yes, explain: _____

☐ ☒ ☐ ☐

23) Electronic security system problems? If yes, explain: _____

☒ ☐ ☐ ☐24) Are there carbon monoxide or smoke detectors located in the dwelling on the property? If yes, state the number of detectors 9 and whether there have been problems with such detectors: _____☐ ☒ ☐ ☐

25) Fire sprinkler system problems? If yes, explain: _____

DRAFT

To: Members of the RTM
From: Cathleen A. Simpson, Director of Human Resources
Date: July 1, 2024
RE: Tentative Agreement for Nurse Successor Collective Bargaining Agreement
(July 1, 2024 – June 30, 2028)

The Nurse Collective Bargaining Unit is currently comprised of 23 full-time Public Health Nurses, 13 part-time Nurses, and 2 full-time Nurse Coordinators with a total base salary of \$2,205,521 in the approved 2024-2025 budget.

The parties were able to reach a settlement prior to the expiration date of the current contract, requiring a small retroactive payment to July 1, 2024. Not only does the new contract provide competitive salaries (Town Nurse salaries were not competitive with other Fairfield County municipalities and nurse recruitment and retention suffered) it addresses payroll-related problems and unclear or non-existent contract language regarding benefits, especially those for part-time bargaining unit members. The parties believe that this is a fair, clear and concise contract that benefits both the Town and the employees.

Notable changes are discussed below.

Wages & Compensation

The new hourly salary schedule below has been developed to allow Fairfield to compete with surrounding towns within Fairfield County, as well as to acknowledge the increased levels of responsibility required of today's school nurse. Many of Fairfield's nurses require other jobs to supplement their income, including the three nurses who were members of the negotiating team, and find those secondary jobs to be more lucrative than their full-time employment with the Town.

Under the 2020-2024 collective bargaining agreement, Fairfield Public Health Nurses earn hourly rates between \$33.83 and \$40.65 per hour, with additional compensation added to base salaries based on seniority of 10, 15, and 20 years. The parties agreed to remove the longevity benefit and build it into the market-competitive rates, effective July 1, 2024, as follows:

10-month full-time and part-time Public Health Nurses:

Service	Hourly Rate
0-2 yrs	\$43
3-6 yrs	\$44
7-9 yrs	\$45
10+ yrs	\$46
15+ yrs	\$47
20+ yrs	\$48

12-month full time Nurse Coordinators: (2 positions)

Service	Hourly Rate
0-9 yrs	\$50
10+ yrs	\$51
15+ yrs	\$52
20+ yrs	\$53

Movement from one tier to the next occurs on July 1 after completion of the full amount of requisite service time.

Cost of Living Wage Increases (COLAs)

Cost of living adjustments are designed to ensure that an employee's pay is in line with the rate of inflation, based on the Consumer Price Index. Since the hourly rates were adjusted in the first year of the contract, there is no cost of living increase in the first year.

Fiscal Year	COLA Increase	Cost	% over budget
7/1/24 – 6/30/25	0% - new hourly wage placement	184,807	Less than 8.5% of budgeted salaries
7/1/25 – 6/30/26	2.25%	265,521	
7/1/26 – 6/30/27	2.25%	340,724	
7/1/27 – 6/30/28	2.5%	430,085	

As a result of serious recruitment issues and high nurse turnover, last year the Union agreed to allow the Town to hire nurses at an increased step and salary equal to the more senior incumbent nurses. In acknowledgement of that concession, the successor collective bargaining agreement includes a one-time stipend paid to the veteran nurses who were impacted by that agreement. The stipends are as follows:

- Public Health Nurses eligible for a 10-year longevity increase in FY 24/25: \$1,200 stipend
- Public Health Nurses eligible for a 15-year longevity increase in FY 24/25: \$1,450 stipend
- Public Health Nurses eligible for a 20-year longevity increase in FY 24/25: \$1,700 stipend

Health and Welfare Benefits

The parties agreed to major language clarification as well as providing the option of a more affordable, High Deductible Health Plan (HDHP) with an HSA (similar to the THEA plan). The Union agreed to cost shares as follows:

- PPO: Current cost share is 17%, which will remain static in the first year of the contract. The cost share will increase to 17.25% in years two and three, with a final increase to 17.5% in the last year.
- HDHP: Cost share will be 13% for the life of the contract to encourage migration into the plan, with ongoing education by Human Resources regarding the plan design and financial benefits to the employees.

Retirement Plan

As a result of the ongoing confusion surrounding OPEB and retiree medical benefits resulting from the last contract negotiations, the parties agreed to clarify the existing contract language to accurately reflect the current benefits.

Effective Date and Duration

This is a four-year contract from July 1, 2024 through June 30, 2028.

The union ratified this Tentative Agreement on _____

Excerpt from Peggy's narrative:

The following are some examples of the work beyond the "routine" that Fairfield Public Health Nurses regularly perform in the course of their duties:

**Daily G-Tube feeding and maintenance*

**Daily intermittent urine catheterization*

**Continuous glucose monitoring via Wi-Fi or Bluetooth between insulin pumps, sensors and transmitters*

Students with diabetes and seizure disorder are considered high-risk and require a registered nurse to accompany them on field trips. Nurses must be prepared to intervene and provide emergency medicine if needed; for seizure disorders, this requires specialized training in handling and administration of the controlled substance required.

The more frequent and time-consuming nurse responsibilities are head injuries, requiring real-time communication with parents confirming that their child has been assessed, received appropriate care, and advice requiring follow up care.

The Individuals with Disabilities Education Act of 2004 requires Nurses to provide services for students with a multitude of disabilities and there are an increasing number of Fairfield schools with Combined Learning Cohort (CLC) and/or TLC programs that serve students with complex physical, medical, neurological or cognitive conditions.

An increasing number of visits to the nurse have a mental health component, with physical ailments masking anxiety, fatigue, and stress. Nurses are often the first to identify emerging mental health issues, followed by collaboration with school resource staff to establish care going forward. It is not uncommon for nurses to perform crisis intervention assistance for school resource staff to de-escalate an agitated student. Nurses make referrals for students (some as young as elementary students) who have suicidal ideation, thoughts of self-harm, or are otherwise mentally unstable.

Several Fairfield Public Health Nurses have experience and training in specific nursing care such as psychiatric nursing and diabetes care who provide in-service training to the Nursing Department staff at no additional cost to the Town.

Nurses are tasked with coordinating emergency response teams within the schools as well as planning drills in collaboration with the Fairfield Police Department. Nurses maintain secure areas of refuge during lockdowns with advance preparation for high-risk students in the school.

The nurses ask that the RTM support the new collective bargaining agreement so that they may continue serving the citizens of Fairfield in providing care for their children with the level of professionalism and expertise that they have come to know.

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE TOWN OF FAIRFIELD

and

FAIRFIELD PUBLIC HEALTH NURSES

LOCAL 5045 OF AFT NURSES AND HEALTH PROFESSIONALS,
AFT CONNECTICUT, AFL-CIO

JULY 1, 2024 – JUNE 30, 2028

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This collective bargaining agreement (the "Contract") is entered into by and between, respectively, the Town of Fairfield, Fairfield (the "Town") and the Fairfield Public Health Nurses, Local 5045 of AFT Nurses and Health Professionals – AFT Connecticut, A.F.L. - C.I.O (the "Union") and is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are within the provisions of the Contract in order that more efficient and progressive public services may be rendered.

ARTICLE I - RECOGNITION

Section 1.01

The Town hereby recognizes the Union as the exclusive collective bargaining agent on all matters of wages, hours, and conditions of employment as expressed in the terms of the Contract, for the bargaining unit consisting of all Public Health Nurses, including Nurse Coordinators, employed by the Town to work a regular full-time (37.5 hours / week) or part-time (no more than 29.5 hours / week) schedule, and excluding all supervisors, all temporary employees as defined in Article III of the Contract, and all nurses working exclusively on a substitute basis ("Substitute Nurses"). As used in this Contract, Substitute Nurses means nurses who are not in the bargaining unit and who have registered with the Town to work substitute duty: substituting for members of the bargaining unit on an as-needed basis or when members of the bargaining unit are absent or unavailable for their shifts ("Substitute Duty").

ARTICLE II - MANAGEMENT

Section 2.01

The Town of Fairfield reserves and retains, solely and exclusively, all rights and authority as existed prior to the execution of this Contract. Management's exercise of the foregoing shall not conflict with any provisions of this Contract. The right of the Town in all respects to manage its business, operations, and affairs; to establish wages, hours of work, and other conditions of employment subject to the applicable collective bargaining statutes of the State of Connecticut, and to change, combine, establish, or discontinue jobs or operations shall be unimpaired. The Town's not exercising any of its rights hereunder, or its exercising of any right in a particular way, shall not be deemed 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 Contract.

ARTICLE III - PROBATIONARY, PART-TIME, AND TEMPORARY EMPLOYEES

Section 3.01

Employees shall serve a probationary period upon hire into a bargaining unit position. For full-time employees, the probationary period shall be the first six (6) months of employment in the bargaining unit position. For part-time employees the probationary period shall be the first 468 hours worked in the bargaining unit position.

Leaves of absence and vacation periods of one (1) or more weeks in duration shall not count toward the employee's probationary period.

During the probationary period, a probationary employee may be demoted, transferred, disciplined, suspended, discharged and/or laid off by the Town at the Town's discretion and any such actions by the Town shall not be subject to challenge under the grievance and arbitration provisions in this Contract.

With notice to Human Resources and the Union's consent, which shall not be unreasonably withheld, the Town may extend an employee's probationary period for up to one (1) month (for full-time employees) or up to 78 hours (for part-time employees).

Upon successful completion of the probationary period, employees shall be notified in writing by the Director of Public Health.

Section 3.02

The regular work week for full-time bargaining unit employees is thirty-seven and one-half (37.5) hours, inclusive of a paid one-half (.5) hour lunch period. The regular work week for part-time bargaining unit employees is no more than twenty-nine and one half (29.5) hours. If a part-time nurse is scheduled for a full work day, they shall be entitled to a paid half-hour lunch break. To be eligible for a paid lunch break, part-time 10-month employees must work the full school day and part-time 12-month employees must work at least five (5) hours a day.

Eligibility for and participation in fringe benefits is subject to the terms of this Contract and to the terms and conditions of any applicable benefits plan.

Part-time employees are not eligible for fringe benefits except as expressly provided in this Contract. Where part-time employees are eligible for fringe benefits, as set forth in this Contract, their benefit shall be determined based on 50% of the benefits for which full-time employees eligible, provided that such proration shall not apply with regard to the professional liability insurance benefit set forth in Article X.

Part-time employees may be eligible for the following fringe benefits: Holidays (see Section 6.01), Vacation (see Section 7.01), Sick Leave (see Section 8.01) and Personal Leave (see Section 11.02(b)).

Section 3.03

A temporary employee is one employed for a period not to exceed six (6) months, to meet the immediate requirements of the nursing service provided by the Town, generally to replace a full-time employee who is on an approved leave of absence. Grant-funded positions for periods less than one year shall be excluded from this bargaining unit as they are considered temporary employees. Grant funded positions that are for periods longer than one year (or are extended from one year) shall be included in the bargaining unit and time spent in the temporary period shall be added to the employee's bargaining unit seniority for prospective benefits.

Section 3.04

Probationary employees will be eligible for Holiday Pay and Workers' Compensation benefits as provided in this Contract.

ARTICLE IV - SENIORITY

Section 4.01

Upon satisfactory completion of the probationary period, an employee shall be granted seniority retroactive to the date employment began. All non-probationary employees shall be placed on the appropriate seniority list. The changes agreed upon in this Article shall not result in any adjustments to the current seniority listing for existing employees.

Section 4.02

In the event of a lay-off, and unless mutually agreed otherwise, bargaining unit employees shall be laid off by inverse seniority within a job classification. The order of lay-off within a job classification ordinarily shall be as follows:

- a) Temporary Employees
- b) Probationary Employees
- c) Part-time Employees
- d) Full-time Employees

Section 4.03

In the event of a lay-off, bargaining unit employees being laid off shall be entitled to at least four (4) weeks' advance notice of the layoff. If a bargaining unit employee is laid off with less than four (4) weeks' advance notice, the employee shall be entitled to pay in lieu of notice in an amount equal to the employee's regular pay for the period of lost notice

As used in this provision, "period of lost notice" means the period equal to the difference between four (4) weeks and the actual period of notice given. For example, if an employee is laid off and is given only three (3) weeks' advance notice of the lay-off, the period of lost notice is one (1) week; if only two and one-half (2.5) weeks' advance notice is given, the period of lost notice is one and one-half (1.5) weeks.

Section 4.04

Nurses laid off shall be eligible for recall for a period of two (2) years from the date of layoff ("Recall Period") and shall be rehired before new employees during the Recall Period. Recall shall be done by seniority in the reverse order of layoff.

Section 4.05

Employees shall lose their seniority if they:

- a) Voluntarily resign.
- b) Are dismissed for just cause.
- c) Are absent for five (5) consecutive days without proper notification to their supervisor or without satisfactory excuse.
- d) Exceed a leave of absence without satisfactory explanation.
- e) Accept employment elsewhere while on leave of absence, except during maternity or education leave.

Section 4.06

a) Posting Vacancies / New Positions

Job openings for full- and part-time bargaining unit positions ("Vacancies") shall be posted on the Town's electronic applicant tracking system and the Nursing Supervisor shall send a copy of the posting to the Union President through electronic mail as follows:

- Vacancies for new bargaining unit positions shall be posted for a period of at least fourteen (14) calendar days;

- Vacancies for existing bargaining unit positions shall be posted for a period of at least seven (7) calendar days.

Vacancy posting notices shall state the job title of the position to be filled, the regular hours of work for the position, the pay range for the position, the minimum requirements for the position and any application requirements.

During the posting period, the Town may advertise any Vacancies externally. The town shall not fill any Vacancies until the posting period has expired.

Bargaining unit employees wishing to apply for a posted Vacancy shall apply online through the electronic applicant tracking system within the posting period, complying with any application requirements. The Town shall have no obligation to consider applications submitted after the posting period has expired.

b) Filling Vacancies

The Town shall be entitled to fill Vacancies with the most qualified candidate, as determined by the Town, based on the position requirements and factors including the candidate's credentials (e.g., education, licensing, certifications), relevant experience, skills and abilities, and past performance in a bargaining unit position (if applicable).

If the Town determines that an external (non-bargaining unit) candidate is the most qualified, the Town shall be entitled to select the external candidate ahead of any bargaining unit candidate. If a bargaining unit candidate and an external candidate are equally qualified for the Vacancy, the Town shall select the bargaining unit candidate ahead of the external candidate. If more than one bargaining unit candidate meets the qualifications for the Vacancy and they are equally qualified, the more senior bargaining unit employee shall be selected to fill the Vacancy ahead of other bargaining unit employees.

Section 4.07

When a school day ten-month position becomes vacant, it shall be posted as a school day ten-month position. If, in accordance with 4.06 above, a member of the bargaining unit does not successfully bid on the open position, the Town shall make a good faith effort to fill the position from outside the bargaining unit on a full-time basis. The Town will fill the position on a part-time basis only as a last resort.

Notwithstanding the above, the decision as to whether to fill any vacant position shall be determined by the Town.

ARTICLE V - HOURS OF WORK

Section 5.01

- The normal workday and workweek for ten-month, full-time school nurses shall be the hours of student operation for the assigned school, including any required reporting time before and after student hours, but shall be no more than 7.5 hours per day.
- All ten-month employees assigned to public or private schools shall work the student calendar of their assigned school and shall commence work six (6) days immediately prior to the first student day (except as otherwise approved by the Nursing Supervisor), with two (2) of those pre-student days scheduled by the Nurse and Nursing Supervisor.
- If a nurse is assigned to both public and private schools, or to more than one private school, her calendar shall be designated by the Nursing Supervisor.

Section 5.02

The regular workweek for all full-time bargaining unit employees shall be thirty-seven and one-half (37.5) hours, inclusive of a one-half (.5) half hour meal period. The regular workweek for part-time bargaining unit employees is no more than 29.5 hours. If a part-time nurse is scheduled for a full work day they shall be entitled to a paid half-hour lunch break. To be eligible for a paid lunch break, part-time 10-month employees must work the full school day and part-time 12-month employees must work at least five (5) hours a day.

Section 5.03 – Overtime

No employee shall work in excess of their regular workweek without prior approval of the Nursing Supervisor.

Overtime shall be paid at the rate of time and one-half when the employee (full or part time) works more than 37.5 hours per week. The overtime rate shall be one and one half (1.5) times the bargaining unit member's hourly rate.

Section 5.04

Part-time employees shall be paid for the regularly scheduled workdays on days that school openings are delayed or there is an early dismissal. Part-time employees shall be paid for all hours actually worked beyond their regular hours for assessments, SAT's and inclusion meetings, etc. with prior approval from the Nursing Supervisor.

Section 5.05

Nurses shall work on emergency or disaster preparedness activities when a state of emergency is declared by the Federal Government, the State of Connecticut or the First Selectman of the Town of Fairfield. The hours of work shall be determined by the Director of Health in accordance with provisions necessary to protect and preserve the public health. Nurses shall be compensated at time and one half their rate of pay for any hours worked under this section.

Nurses are expected to make reasonable efforts to report for such emergencies, but they may be excused by the Director of Health or his designee for personal reasons, including, but not limited to, illness, child care responsibilities, caretaker responsibilities or personal involvement in the emergency.

The Town shall use reasonable efforts to provide training that accommodates nursing schedules.

Section 5.06 – Substitute Duty

Full-time bargaining unit employees may register for Substitute Duty which does not conflict with their regular work schedules or assignments. Part-time bargaining unit employees may register for Substitute Duty that does not conflict with their regular schedules or assignments.

Bargaining unit employees wishing to register for Substitute Duty must notify the Nursing Supervisor in writing, providing their names, position, home school and availability (days/times). Employees registering for Substitute Duty shall update their registration periodically, including their availability. Employees wishing to be removed from the Substitute Duty list shall notify the Nursing Supervisor in writing.

Bargaining unit employees who register for Substitute Duty will be placed on the Town's Substitute

Duty list with Substitute Nurses and will be eligible for Substitute Duty assignments on an equal basis with Substitute Nurses. Substitute Duty assignments shall be made by the Nursing Supervisor from the Substitute Duty list on an as-needed basis, based on availability and skill set. Employees on the Substitute Duty list must respond to the Nursing Supervisor's call and must be available for Substitute Duty when called to receive the Substitute Duty Assignment.

Substitute Duty shall not be considered part of an employee's regular duties under this Contract or under any Town of Fairfield ordinances and Substitute Duty hours worked shall not change an employee's job classification, status or eligibility for benefits under this Contract.

ARTICLE VI - HOLIDAYS

Section 6.01

a) Holidays: 10 Month Employees (Full- and Part-Time)

All bargaining unit employees are eligible for paid holidays. All school-based bargaining unit employees receive paid holidays based on the holiday schedule observed by the public schools for public school teachers during the ten-month employment year. To the extent that a private school does not observe the same holidays as the public schools, the following shall apply:

- Private school employees shall receive the same total number of paid holidays per ten-month employment year as public school employees;
- Holidays in common, if any, shall be paid based on the day the common holiday is observed by the public schools
- Any remaining paid holiday balance shall be applied toward days the private school observes as holidays or, if the private school observes fewer holidays than the public schools, may be taken as personal days or vacation days;
- To the extent a private school observes holidays in excess of the total number of paid public school holidays, those excess days are unpaid.

Part-time ten-month employees receive four (4) hours of pay for each holiday on which they are normally scheduled to work. If a part-time employee chooses not to work on a holiday on which school is open (Jewish holiday at a Catholic school) and they are scheduled to work, they will not be paid.

Holidays are paid at an employee's regular pay rate. Employee assigned to private schools are eligible to work public school assignments during unpaid private school holidays.

b) Holidays: 12 Month Employees (Full- and Part-Time)

For twelve-month full-time employees the Town will recognize twelve (12) paid holidays per year as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving

Memorial Day
Fourth of July

Christmas Day
Floating Holiday

Twelve-month full-time employees who are required to work on one of the recognized holidays will be paid at the rate of time and one half for all hours worked on that day.

Twelve-month part-time employees receive four (4) hours of pay for each holiday on which they are normally scheduled to work.

Section 6.02

If a holiday falls on a Saturday it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

Section 6.03

For a full-time employee to be eligible for holiday pay, an employee must work at least one day during the week in which the holiday falls or be on approved vacation leave. Employees absent due to work related illness or injury for the entire week on which the holiday falls will have that holiday charged to their Workers' Compensation provision. An employee on non-work related paid sick leave for that week shall have the holiday(s) charged to the holiday and the balance of the week to the sick leave account.

ARTICLE VII - VACATIONS

Section 7.01

Vacation entitlement for ten-month employees shall be the vacations according to the school calendar.

Section 7.02 – Non-School Employees (12-Month Work Year)

For regular, full-time non-school (12-month) employees, vacation is provided according to the following schedule:

<u>Years of Service*</u>	<u>Amount of Vacation</u>
Hired before Jan 1	10 working days upon hire
Hired between Jan 1 and March 1	5 working days upon hire
1 year to less than 5 years*	10 working days
5 years to less than 10 years*	15 working days
10 years or more*	20 working days
20 years or more*	25 working days

For regular, part-time non-school (12-month) employees (who work at least 18.75 hours per week), vacation is provided according to the following schedule, which time may be taken in hourly increments:

<u>Years of Service*</u>	<u>Amount of Vacation</u>
Hired before Jan 1 st	5 working days upon hire
Hired between January 1 st to March 1 st	3 working days upon hire
1 year to less than 5 years*	5 working days
5 years to less than 10 years*	8 working days
10 years or more*	10 working days
20 years or more*	13 working days

- Anniversary milestones for vacation determination will be the anniversary milestone in the upcoming fiscal year.

Any part time school employees (working at least 19.5 hours) who are hired into a regular full-time non-school (12 month) bargaining unit position shall be credited half a year (.5) of service for each full year of part time work in determining years of service above.

Section 7.03

All vacation time must be used during the fiscal year in which it is provided or it expires. Vacation time does not carry over from one fiscal year to the next. There is no pay in lieu of unused vacation. Unused vacation, if any, is not paid out upon separation from employment.

Section 7.04

Paid vacation time may be granted during an employee's probationary period at the discretion of the supervisor. However, time absent during a probationary period shall cause the probationary period to be extended by the same number of days as were taken.

ARTICLE VIII - SICK OR INJURY LEAVE

Section 8.01

Full- time employees absent due to non-occupational sickness or injury will receive sick leave benefits according to the following schedule:

LENGTH OF SERVICE

6 months to 1 year

1 year to 5 years

5 years to 10 years

Over 10 years

DISABILITY BENEFITS

1 working day at full pay for each month of service not to exceed 6 days

10 working days at full pay

15 working days at full pay

20 working days at full pay

Part-time employees shall be eligible to receive prorated sick leave benefits pursuant to Section 3.02 as follows:

LENGTH OF SERVICE

6 months to 1 year

1 year to 5 years

5 years to 10 years

Over 10 years

DISABILITY BENEFITS

1/2 working day at full pay for each month of service not to exceed 3 days

5 working days at full pay

7.5 working days at full pay

10 working days at full pay

Section 8.02

Sick leave with pay may be utilized for appointments with physicians or dentists for an employee or their dependent child, provided that such appointments cannot be scheduled during off duty hours. If there is a pattern of habitual and frequent use for such appointments during working hours, a medical certificate or other proof as required by Human Resources shall be submitted to Human Resources on or before the employee's return to work in order for the absence to be approved. If FMLA has been approved for these purposes, this language may not apply.

Section 8.03

An employee's employment date shall determine the length of service and eligibility for benefits described in this Article.

Section 8.04

Full-time employees shall be entitled to accumulated ten (10) unused sick days per year up to a maximum of one hundred twenty-five (125) days.

Part-time employees shall be eligible to accumulate five (5) unused sick days per year up to a maximum of 62.5 days pursuant to Section 3.02.

Section 8.05

If an employee is absent because of non-occupational disability and during such absence, while still drawing disability benefits passes an employment date which would entitle the employee to increased duration of benefits, such increase will apply to that current absence.

Section 8.06

Medical leaves of absence for four or more consecutive days, or for intermittent, ongoing treatment, must be reported to Human Resources by the Nursing Supervisor to determine eligibility under FMLA and/or other leave benefits. For all FMLA leaves of absence, medical benefits will be maintained for the employee and dependents if employee contributions are paid by the employee.

Any additional unpaid leaves within the continuous twelve (12) month period require review and approval from Human Resources. Medical benefits will be maintained for the employee and dependents if paid for by the employee. Unless Human Resources deems otherwise, the maximum amount will be based on the COBRA rate and billed on a monthly basis.

ARTICLE IX - OCCUPATIONAL DISABILITY

Section 9.01

All employees will be protected under the Worker's Compensation Laws of the State of Connecticut subject to provisions and provided as follows:

- a) Employees must report all occupational injuries immediately to their supervisor so that appropriate reports may be submitted.
- b) Full-time employees will receive occupational benefits based on the following:

LENGTH OF SERVICE

3 months to 1 year
1 year to 5 years
5 years or more

OCCUPATIONAL DISABILITY BENEFITS

1 ¼ working days at full pay for each month of service
30 working days at full pay
60 working days at full pay

Part-time employees will receive occupational benefits based on the following:

LENGTH OF SERVICE

3 months to 1 year
1 year to 5 years
5 years or more

OCCUPATIONAL DISABILITY BENEFITS

½ working day at full pay for each month of service
15 working days at full pay
30 working days at full pay

Section 9.02

All Workers' Compensation Benefits representing loss of wages will be assigned to the Town for all periods that the employees may be eligible to receive the above benefits from the Town.

When eligibility for full pay is exhausted, payment will continue in accordance with State Law.

Section 9.03

The employee's employment date shall determine the length of service and eligibility for such benefits.

Section 9.04

Return to full time work for one full week with a doctor's certificate certifying as to recovery from the disability will re-establish eligibility for occupational disability benefits at full pay as described above.

Section 9.05

Effective July 1, 2012 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 her/his regular base wages for any day she/he is eligible to receive Workers' Compensation benefits shall be required to utilize one-quarter of one (1) sick day, to the extent such days are available to such employee, in which case the Town shall pay the employee her/his regular base pay for such day subject to the maximum limits presently set forth in Section 9.01 based on length of service.

ARTICLE X - PROFESSIONAL LIABILITY INSURANCE

Section 10.01

All employees will be covered under the general liability insurance policy carried by the Employer. This coverage will be limited to the established working hours and the assigned duties during such hours of the employee.

Section 10.02

The Employer shall pay for professional liability (malpractice) insurance for each nurse covered by this Contract provided the nurse shall produce evidence of spending same.

ARTICLE XI - LEAVES OF ABSENCE

Section 11.01 – Continuing Education Leave

- a) Three (3) days (or six (6) half days) with pay will be granted eligible employees for attendance at continuing education programs, provided there is adequate coverage for Service needs. Scheduling of attendance at such programs is subject to the approval of the Nursing Supervisor or, in her absence, the Director of Health.
- b) Leaves of absence to attend conventions or meetings of a longer duration will be considered on an individual basis, subject to the discretion of the Director of Health.

Section 11.02 - Exceptional / Personal Leave

- a) Non-probationary employees may apply in writing for personal leave of absence without pay for a period not to exceed one (1) year. The granting or refusal and/or extension of such leave shall be at the discretion of the Nursing Supervisor or in her absence, the Director of Health.
- b) Four (4) extraordinary leave days with pay (non-cumulative) shall be granted per eligible employee for a stated generic reason. Part-time employees shall be eligible for two (2) such days. The scheduling of such days is subject to the approval of the Nursing Supervisor.

Section 11.03

An employee requesting a leave of absence without pay may be granted same at the discretion of the Department of Human Resources upon extraordinary cause being given. During such leave of absence, an employee shall have the right to continue medical coverage under COBRA. In addition, employees shall not accrue seniority while on a leave of absence without pay. An employee on leave will forfeit 1/12th of the vacation pay earned as of the following July 1st for each (30) days of absence. Employees will forfeit any vacations for which they would normally be eligible but for the leave of absence.

Section 11.04 - Jury Duty

- a) All employees receive time off for jury duty as follows:
 - All employees receive time off with pay pursuant to Connecticut State Law. Time off with pay is paid at the employee's regular per diem rate, based on the employee's regular schedule.
 - All other time off for jury duty is paid at a rate equivalent to the difference between the employee's regular per diem rate and the statutory per diem rate, if any, paid to jurors under applicable State or Federal law, and based on the employee's regular schedule.
- b) Employees serving jury duty are expected to report to work if excused from jury duty prior to the start of their regular scheduled shift.
- c) Employees who are summoned for jury duty must notify their supervisor and the Human Resources Department promptly and provide a copy of the jury duty summons for verification. Employees also must submit proof of their jury duty service to their supervisor and the Human Resources Department upon returning to work after completion of jury duty service.
- d) The town may require employees serving jury duty of longer than one (1) week to submit proof of their jury duty on a weekly basis.

Section 11.05 – Parental Leave

Parental leave shall comply with the law governing FMLA, The Connecticut Fair Employment Practices Act and ADA. Employees shall notify Human Resources at least three months in advance (when possible) of the anticipated parental leave date in order to review their eligibility for leave as well as to complete the necessary paperwork.

Section 11.06 – Funeral Leave

An employee may at his/her request receive paid time off from the date of death through the next five (5) working days if a death occurs in the immediate family. Immediate family is defined as: wife, husband, mother, father, son, daughter, brother sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchild, grandparent-in-law, and relatives customarily living in the employee's household. One (1) or more funeral leave days may be deferred to be taken at a later date if needed for the purpose of the employee's participation in a funeral or memorial service that takes place more than five (5) days after the death.

Permission for time off-with pay due to the death of a relative outside of the immediate family or a close friend shall be limited to one (1) day at the discretion of the Supervisor of Nurses. It is understood that the employee, as a condition of receiving funeral pay, shall attend the funeral or other memorial service. The employee's immediate Supervisor may waive this requirement upon good cause shown.

Section 11.07 – Military Leave

Military leave without pay shall be granted in accordance with the provisions of the Federal Law governing same.

Section 11.08 - Reinstatement from Leave of Absence

- a) An employee shall be entitled to a guaranteed position upon termination of any leave under this Article to a comparable position held prior to her leave of absence with notice to Human Resources prior to the expiration of the unpaid leave of absence.

ARTICLE XII - HEALTH AND SAFETY

Section 12.01

The Town shall provide for the reasonable safety and protection of the nurses.

ARTICLE XIII - RETIREMENT PLAN

Section 13.01 – Retirement Plans

- a) Town of Fairfield Employees' Retirement System (Defined Benefit Pension Plan)
Eligible employees participate in the Town of Fairfield Employees' Retirement System ("Defined Benefit Pension Plan").

To be eligible, employees must have been hired on or before March 10, 2013 and must have been enrolled in the Defined Benefit Pension Plan as of June 30, 2021. The Defined Benefit Pension Plan is closed to all employees hired on or after March 11, 2013 and to all employees who were not enrolled in the plan as of June 30, 2021.

Participation and benefits are subject to the terms and conditions of the Defined Benefit Pension Plan. Information concerning plan participation, benefits, rules and requirements is available from the Human Resources Department.

Employees in the Defined Benefit Pension Plan shall have vested deferred rights to a retirement benefit after ten (10) years of service. Normal age of retirement shall be age 62.

Employees in the Defined Benefit Pension Plan shall give the Nursing Supervisor at least one (1) month's notice prior to retirement.

- b) 401(a) Retirement Plan (Defined Contribution Plan)

Employees hired on or after March 11, 2013 are eligible to participate in a Town-sponsored 401(a) retirement plan (the "Defined Contribution Plan"). Participation and benefits are subject to the terms and conditions of the Defined Contribution Plan. Information concerning plan eligibility and participation, benefits, rules and requirements is available from the Human Resources Department.

Employees participating in the Defined Contribution Plan shall be required to contribute at least five percent (5%) to the Plan but may contribute up to the maximum allowed by law. The Town shall match the employee's contribution up to a maximum of five percent (5%). An employee shall fully vest in the Town contributions after three (3) years of continuous, full-time employment (33.33% after one year; 66.66% after year two; 100% after year three.)

The Defined Contribution Plan shall continue to be maintained as a 414(h) "pick-up" plan.

Section 13.02 – Retiree Health Insurance / Retiree Life Insurance

a) Employees Hired on or Before March 31, 2022 and retiring on or after July 1, 2022:

- (1) Employees participating in the Defined Benefit Pension Plan who retire, in accordance with normal or disability provisions of the Town of Fairfield Employees' Retirement System and their eligible, enrolled dependents at the time of retirement shall continue to be covered by the Health Benefit provisions as listed in Article XVI as those benefits may change from time to time for active employees.
 - Employees hired on or before June 30, 2010 shall contribute to the cost of post employment medical benefits at the same percentage rate as they contributed to medical benefits at the time of their retirement.
 - Employees hired on or after July 1, 2010 shall contribute to the cost of post employment medical benefits at the same percentage rate as active employee's contribute to the cost of medical benefits, as those amounts may change from time to time.

Such coverage shall be changed to a Medicare Carve-Out for retirees upon reaching the age of 65. The cost of Medicare Part B shall be paid by the retiree.

Employees hired on or before April 1, 2022 and participating in the Defined Contribution Plan must retire at age 62 or older with a minimum of ten (10) continuous years of service with the Town as defined in Section 13.04.

Current part-time employees who become full-time employees are not eligible for retiree medical coverage.

- (2) Dependent Retiree Health Insurance. Dependent retiree insurance coverage is only available to those who are dependents of the retiree at the time of his/her retirement and not anyone who may become a dependent of the retiree subsequent to the date of retirement.

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 provisions as listed in Article XIV. Such eligible dependent shall be required to pay the same premium share as the deceased retiree would have been required to pay. Such coverage shall be changed to a Medicare Carve-Out upon the dependent becoming Medicare eligible. 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.

- (3) Retiree Life Insurance. The Town shall provide and pay for fifteen thousand dollars (\$15,000.00) of life insurance for each retiree.

(b) Employees Hired on or After April 1, 2022

Employees hired on or after April 1, 2022 (including part-time members promoted to full-time employment on or after April 1, 2022 or anyone who never paid OPEB contributions) are not eligible for retiree health insurance benefits or for retiree life insurance benefits.

Section 13.03 – Full- and Part-Time Continuous Service

When an employee has continuous service with the Town and/or the Board of Education that includes full-time service and part-time service where contributions are not made to the retirement plan, the full-time service shall be used for eligibility, vesting, and benefit calculations; and the part-time service shall be used for eligibility and vesting purposes only. Part-time service shall be credited for eligibility and vesting on the basis of fifty percent (50%) of the total part-time service. Full-time service shall be credited for eligibility, vesting, and benefit calculations on the basis of one hundred percent (100%) of the total full-time service. Combining the full-time and part-time service will only be applicable where there is continuous service. Effective July 1, 2021, the Defined Benefit Pension Plan shall be closed to all bargaining unit employees not enrolled in the plan as of June 30, 2021.

Section 13.04 – Long Term Disability

a) Participants in Defined Benefit Pension Plan

Employees participating in the Defined Benefit Pension Plan shall be eligible for disability pension benefits in accordance with the terms and conditions of the Defined Benefit Pension Plan.

b) Participants in Defined Contribution Plan

The Town shall provide long-term disability benefits (LTD) for the permanent and total disability of employees hired on or after March 11, 2013 who are participating in the Defined Contribution Plan. LTD benefits will be provided through insurance at the rate of fifty percent (50%) of salary.

Effective April 1, 2022

1. Existing employees were previously given the opportunity to make irrevocable decisions regarding the status of their OPEB eligibility. Upon retirement from Town employment, those eleven employees who made the decision to remain in OPEB shall have a one-time opportunity at the time of their retirement to opt out of OPEB retiree health insurance and retiree life insurance benefits and have their employee contributions refunded. An employee will be eligible to exercise this option if, at the time of separation from Town employment, (i) the employee participates in the Defined Benefit Pension Plan and is eligible to retire (normal or disability retirement) under the terms of that plan; or (ii) the employee participates in the Defined Contribution Plan and is at least age 62 and has a minimum of ten (10) years of continuous service with the Town. The opt-out option must be exercised on or within thirty (30) days of the employee's retirement date. Employees who opt out of OPEB upon retirement shall not be eligible to opt back into OPEB at a later date.
2. Employees who remain in OPEB and who separate from employment prior to retirement (as described in Section 15.05(b)2)) shall have their employee contributions refunded and shall not be eligible for benefits under OPEB.
3. Opt-out elections under this Section 15.05(b) shall be in writing on a form designated by the Town. Any refunds of employee OPEB contributions shall not include interest. Employees shall be solely responsible for any tax consequences resulting from a refund of employee OPEB contributions.

ARTICLE XIV - HEALTH AND WELFARE

Section 14.01

Full-time employees shall be eligible to enroll in the benefit plans provided under Section 14.03 of Article XIV as of the first day of the month following their date of hire in an eligible bargaining unit position.

Section 14.02 - Life Insurance

The Town will provide \$25,000 term life, death, and dismemberment policy for each full-time eligible employee, the premiums will be paid by the Town.

Section 14.03

The Town shall provide and pay for the following insurances for each employee and his or her enrolled dependents.

- a) The Town shall offer employees the choice of two health plans: Anthem Blue Cross and Blue Shield Century Preferred (Preferred Provider Organization) or a High Deductible Health Plan (HDHP) with an HSA or substantially equivalent plan. Specific provisions of the plans are provided online at anthem.com. As required by the Affordable Care Act, the plan will extend coverage to dependent children up to the age of 26.
- b) Prescription drug for PPO: (see HDHP for included prescription coverage information) The parties agree to implement the co-pay and other changes set forth in the Town's Insurance Plan effective July 1, 2017 through Express Scripts or substantially equivalent plan.
- c) Dental: Delta Dental of New Jersey or substantially equivalent plan. Specific provisions of the plan are provided in the Summary Document. The plan will extend coverage to dependent children up to the last day of the month in which they reach the age of 25.
- d) Vision: Anthem Blue View Vision or substantially equivalent plan. Specific provisions of the plan are provided online at anthem.com.

The Town shall have the option of determining the carrier to provide the benefits and these benefits shall be substantially equivalent as a result of any change in carriers.

High Deductible Health Plan with HSA (HDHP/HSA)

A. The Town shall provide eligible employees who enroll in the HDHP with a Health Savings Account (HSA). Effective upon enrollment, the Town will deposit into an enrolled employee's HSA, in one lump sum, fifty percent (50%) of the plan's deductible amount. Thereafter, the Town shall make an annual lump sum contribution to an enrolled employee's HSA in the amount of fifty percent (50%) of the plan's deductible amount.

Section 14.04

During the term of this Contract, employees enrolled in Town-sponsored health insurance shall pay a percentage of the total annual premium cost of the employee's selected level of health insurance as

follows:

July 1, 2024	17.0%
July 1, 2025	17.25%
July 1, 2026	17.25%
July 1, 2027	17.5%

HDHP/HSA

13% for duration of this contract

Section 14.05 – Medical Insurance Opt-Out

- On and After May 1, 2022

Only employees who have opted out of medical insurance coverage as of April 30, 2022 shall remain eligible to opt out of medical insurance coverage annually and to receive the lump sum payments provided below so long as they continue to opt out ("Grandfathered Employees"). Once a Grandfathered Employee opts in to medical insurance coverage, they shall no longer be eligible to receive the lump sum payment provided below for opting out of medical insurance coverage in future years.

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

Section 14.06

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

Section 14.07

In the event that the Town negotiates acceptance of State Health Care Plan Partnership 2.0, the Association agrees to immediately reopen negotiations for the limited purpose of negotiating changes to, or replacement of, the health care provisions of this Contract.

ARTICLE XV - STAFF EDUCATION

Section 15.01 – In-Service Training

Employees will be encouraged to participate in in-service continuing education programs which will enhance their nursing practice, competency, and professional knowledge. Approval for agency reimbursement is based on the identified needs of the individual and the agency within the resources of the agency subject to the approval of the employees' supervisor and at the discretion of the Director of Health. The current policy and practice for in-service programs and continuing education shall remain in effect through the life of this Contract, except that effective July 1, 2003, Election Day shall be used for a clinical nursing in-service program for all nurses that are not required to be on duty on Election Day. In service trainings are encouraged to occur on early release days.

Section 15.02 – Education & Professional Development

The amount of tuition reimbursement for each nurse, in each fiscal year shall be five hundred dollars (\$500). Reimbursement is subject to the prior approval of the Nursing Supervisor or the Director of Health and the employee shall be required to provide an original summary statement of the course overview as well a statement of relevance of the course to the employee's school nursing practice. A request for reimbursement may be used for:

1. Tuition for courses leading to baccalaureate or higher degree in Nursing or a related field.
2. Courses in specialty areas of clinical practice related to the employee's position or workshops related to the identified needs of the Town.
3. Membership in professional organizations related to the employee's position.
4. Subscriptions and publications including textbooks, magazines, directories, newsletters, and audiovisual materials for professional development related to the identified needs of the Town and the employee's position.
5. Tuition, books and fees for courses related to the employee's position.

Section 15.03

The Town will pay an annual stipend for professional licenses for each Nurse as follows:

1. National Certification of School Nurses (NCSN) - \$500;
2. Other certifications as reviewed by the Health Director or Nurse Supervisor at \$250 per certification to a maximum of \$500.

ARTICLE XVI - MISCELLANEOUS

Section 16.01 – Transportation

Employees are required to use their own cars in the performance of their duties. Employees shall be reimbursed mileage at the IRS rate in effect at the time the mileage occurred. A monthly Mileage Report must be submitted for this reimbursement no later than the 5th day of the month. Any employee involved in an automobile accident during the course of their employment must report such accident to their supervisor.

Section 16.02 – Uniforms

Dress code requires that staff dress professionally.

Section 16.03 - Equipment

All employees are responsible and accountable for all equipment, materials, books, etc., issued to them for proper use in the daily performance of their duties. Any lost or damaged equipment, material, or books, etc. must be reported immediately to their supervisor.

Section 16.04

It is agreed that two (2) staff meetings per year shall be used to discuss professional and occupational issues. Attendance at monthly nursing staff meetings, during the school year (10), held after normal working hours is required for all staff scheduled to be at work on the day of the meeting.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 17.01

The purpose of this procedure is to provide an orderly method of handling grievances. A grievance shall be defined as any controversy, or claim arising out of or pertaining to the interpretation, application or breach of a specific provision of this Contract.

Section 17.02

All such grievances will be resolved in the following manner:

No matter shall be subject to grievance unless taken up within thirty (30) calendar days after its most recent occurrence; and/or from the date on which the employee becomes aware of the occurrence.

Step I

The employee must present the grievance to their direct supervisor orally within the prescribed thirty (30) days. If the problem is not resolved within a period of time agreed upon by both employee and supervisor or in the absence of such an agreement within five (5) working days, the employee may initiate Step Two of the Grievance procedure.

Step II

If no satisfactory settlement is reached in Step I and further consideration is desired, the matter shall be presented in writing to the Director of Health within five (5) working days after the decision rendered in Step I. If no written notice is filed as prescribed, the decision made in Step I will stand without being subject to further appeal; within five (5) working days after receipt of the written grievance, the Director of Health shall meet with the aggrieved employee in an attempt to resolve the matter. Within five (5) working days after such meeting, the Director of Health will render a decision in writing.

Step III

If no satisfactory Settlement is reached in Step II and further consideration is desired, the matter shall be presented in writing to the Director of Human Resources within ten (10) working days after the decision rendered in Step II. If no written notice is filed as prescribed, the decision made in Step II will stand without being subject to further appeal; within ten (10) working days after the receipt of a written grievance, the Director of Human Resources shall meet with the aggrieved employee at a mutually agreed upon time in an attempt to resolve the matter. Within five (5) working days after such meeting, the Director of Human Resources shall render a decision in writing.

Step IV

If no satisfactory settlement is reached in Step III and further consideration is desired, the aggrieved party shall request that the Union submit the matter to arbitration by the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association. If such notice is not filed within thirty (30) calendar days of the decision rendered in Step III, such decision will stand without being subject to further appeal. The findings of the Arbitrator shall be final and binding on both parties. If the services of the American Arbitration Association are used, that organization's voluntary arbitration rules will prevail, and arbitration costs will be shared equally by the parties. A copy of the notice will be provided to the Town's Human Resources Office.

Section 17.03

When it becomes necessary to process a grievance under the provisions outlined in this Article during the normal work week hours, the Town will pay one representative designated by the Unit for reasonable time spent necessary to present the grievance in Step I and Step II. When a grievance is carried to Step III, the Town will not pay more than two (2) designated representatives for reasonable time spent to present the grievance in that Step.

Section 17.04

The time limits specified in this Article may be extended by mutual agreement of the parties involved.

Section 17.05

Representatives of the Union may be called in at Steps I, II, III, and IV of the grievance procedure at the discretion of the aggrieved employee. Representatives of AFT Connecticut may be called in at Steps III and IV at the discretion of the Union.

With the approval of the Union, employees may choose to have private representation after signing a Union waiver. At no time shall such private representation be allowed to settle a case without specific Union approval. Private representation shall not be allowed if such representation is affiliated in any manner with any other bargaining organization.

Section 17.06

Grievances involving more than one nurse may be filed at Step II.

Section 17.07

The Arbitrators shall not have the power to add or detract from the provisions of this Contract.

ARTICLE XVIII - UNION MEMBERSHIP & DUES DEDUCTIONS

Section 18.01 - Union Membership & Dues Deductions

- a) Bargaining unit employees are eligible to become members of the Union.
- b) Bargaining unit employees who are members of the Union ("Members") may authorize payment of any initiation fees and monthly membership dues required by the Union ("Union Dues") via payroll deduction. Each Member for whom the Town receives a signed, dated authorization from the Union, authorizing payment of Union Dues by payroll deduction, shall have Union Dues deducted from their pay ("Dues Payment") and the Town shall remit the Member's Dues Payment to the Union as provided in this Section 18.01.
- c) Dues Payments shall be remitted to the Union by the 20th day of the month following the month in which the Union Dues deductions were made, together with a list of the Members from whose pay Union Dues have been deducted and, for each Member, specifying the amount of the Member's monthly Dues Payment.
- d) The Town shall have no obligation and shall not be responsible for remitting Dues Payments for a member who has authorized Union Dues deductions but who is not on the payroll when the Union Dues deduction is to be made or who has no earnings or insufficient earnings or who is on an unpaid

leave of absence when the Union Dues deduction is to be made.

- e) The Union agrees to indemnify and hold the Town harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Section 20.01.

Section 18.02

The Town will provide bulletin boards at the main office for the exclusive use of the Union. All notices posted on such board must be submitted to the Director of Health.

ARTICLE XIX - NO DISCRIMINATION

Section 19.01 - Union Security

The Town agrees not to discriminate in hiring, promoting, advancing or assigning responsibilities or in any other terms or conditions of employment against employees covered by the Contract because of race, age, color, national origin, religious affiliation, sex, disability or activity in the Union.

Section 19.02

Both parties to this Contract 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 should report it pursuant to the Town Policy.

The employee shall have the right to have Union representation if so desired.

Both parties to this Contract acknowledge that behavior of any person which constitutes a verbal or physical threat to the employee will not be tolerated. An employee who perceives that he/she is being personally threatened may report the situation to law enforcement officials. The employee shall immediately report such a situation to the Nursing Supervisor or her designee. The Town shall make available reasonable interventions to remedy situations that are threatening to an employee, such as use of mediation procedures.

ARTICLE XX - CLASSIFICATIONS AND SALARIES

Section 20.01

The classification and salary schedule for all positions covered by this Contract are shown in "Appendix A" attached to this Contract and reflect the following general wage increases during the term of the Contract:

July 1, 2024	0% (placement into new hourly rate only)
July 1, 2025	2.25%
July 1, 2026	2.25%
July 1, 2027	2.5%

All 10-month employees shall be paid on a 10-month cycle calculated by multiplying 1627.5 by the hourly rate.

Section 20.02

Employees covered by this Contract will be paid every two (2) weeks.

ARTICLE XXI – DISCHARGE & DISCIPLINE

Section 21.01

No nurse shall be disciplined or discharged except for just cause. In the event the Town is contemplating disciplinary action up to and including termination, Human Resources shall notify the Union in writing.

ARTICLE XXII - PERFORMANCE EVALUATIONS

Section 22.01

New employees will have at least one written evaluation of their working performance from the Supervisor within the first six (6) months of employment, and annually to the fifth anniversary date of their employment thereafter. In any year after the fifth anniversary date, the Supervisor and the nurse may agree to one evaluation during the year. No such discretionary evaluation shall result in an increase in salary.

Section 22.02

Performance evaluations will be reviewed with the employee and the employee will have the opportunity to review their own evaluation at any time. Evaluation reports will be kept in the custody of the file of the Nursing Supervisor with a copy forwarded to Human Resources to be kept in the personnel file. A copy of the final evaluation will be given to each nurse.

Section 22.03

Promotion to the next step in any classification is contingent upon a satisfactory performance evaluation. Promotion, upon satisfactory performance evaluation shall be made upon completion of one (1) year in the grade and step classification of the employee since the time and date of employment or time and date of employee's last promotion whichever is the latest. However, such promotion of any employee in grade or step of the classification at any time during such period shall be based on the recommendation of the Supervisor of Nurses. The denial of an annual increment because of an unsatisfactory performance evaluation shall be subject to the grievance and arbitration procedure.

Section 22.04 - Personnel File

At least one complete file shall be available to the employee upon request. Such file may contain notes, records and other documentation of employee performance. No adverse material which has not been discussed with the employee and which is not contained in the complete file may be used in any disciplinary action. The employee may request and receive copies of any part or all of the information contained in his/her file.

ARTICLE XXIII - PAST PRACTICE

Section 23.01

If any provision of this Contract is contrary to a practice existing prior to the date of execution of this Contract, the provision of this Contract shall prevail. In all other respects, this Contract shall not be construed as abridging any rights, benefits, or privileges not specifically covered or mentioned in this Contract.

ARTICLE XXIV - UNION ACTIVITIES - BUSINESS LEAVE

Section 24.01

The union shall be allotted a total of three (3) working days with pay every year for seminars, conventions, and other Union business meetings. . (ex. One person can be excused for three days, two people can be excused for 1.5 days each, three people can be excused for 1 day each) subject to the operational needs of the Department. The union must provide the requested dates to the Nursing Supervisor at least 3 days in advance to allow for coverage to be established.

Section 24.02

The Union President may be released for up to a maximum of two (2) hours per work week on an as-needed basis, with prior approval from the Nursing Supervisor, to perform his/her/their responsibilities as President.

Up to three Union negotiation team members will be granted leave during their regular scheduled hours to participate in contract negotiations, provided operational needs are met and coverage can be obtained. Otherwise, negotiations shall take place outside of scheduled school hours.

ARTICLE XXV - DURATION

Section 25.01

This Contract shall remain in full force and effect from July 1, 2024 to June 30, 2028 and thereafter for successive periods of one year unless either party shall, on or before the February 1st prior to the expiration, serve written notice on the other party of its desire to terminate, modify, change, or amend this Contract. In the event such notice is given, the parties will meet during that period for the purpose of negotiating the terms and conditions of an amended or new Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this ____ day of _____, 2024.

Town of Fairfield

AFT Nurses and Health Professionals –
AFT Connecticut, AFL-CIO, Local 5045

William Gerber
First Selectman

Guyline Kinney
Union President

APPENDIX A

Classification and Salary Schedule

This salary schedule reflects 189 work days: 182 student days, 6 summer workdays and 1 Election Day, as well as 28 paid school breaks, closures and holidays (22 yellow days and 6 snow days per the school calendar). Any approved, additional worked days above the 189 workdays shall be compensated at the hourly rate for all hours worked and any reduction in work days below 189 shall result in a salary reduction at the hourly rate for all hours not worked. The salary schedule reflects 1627.5 hours for 10-month, full-time employees with a bi-weekly pay cycle and 1950 hours for 12-month, full-time employees (37.5 hours per week times 52 weeks paid).

Note: 1627.5 hours = 217 paid days (189 working days plus 28 school closure & snow days)

10-month full- and part-time Public Health Nurses and 12 month part-time employees

Years of service	FY 25 New rates	FY 26 2.25%	FY 27 2.25%	FY 28 2.5%
0-2	\$43.00	43.97	44.96	46.08
3-6	\$44.00	44.99	46.00	47.15
7-9	\$45.00	46.01	47.05	48.22
10+	\$46.00	47.04	48.09	49.30
15+	\$47.00	48.06	49.14	50.37
20+	\$48.00	49.08	50.18	51.44

Transition between tiers happens on July 1 after the full amount of service

12-month full-time Coordinators

Years of service	FY 25 New rates	FY 26 2.25%	FY 27 2.25%	FY 28 2.5%
0-9	\$50.00	51.13	52.28	53.58
10+	\$51.00	52.15	53.32	54.65
15+	\$52.00	52.17	54.37	55.73
20+	\$53.00	54.19	55.41	56.80

Transition between tiers happens on July 1 after the full amount of service

ONE-TIME STIPEND FY 25

- Public Health Nurses who would have been eligible for a 10-year longevity payment in FY 24/25 under the terms of the previous contract shall receive a one-time stipend of \$1,200
- Public Health Nurses who would have been eligible for a 15-year longevity payment in FY 24/25 under the terms of the previous contract shall receive a one-time stipend of \$1,450
- Public Health Nurses who would have been eligible for a 20-year longevity payment in FY 24/25 under the terms of the previous contract shall receive a one-time stipend of \$1,700

LONGEVITY: Nurses shall no longer be eligible for longevity payments; seniority and experience is built into the hourly rates

APPENDIX B

HEALTH INSURANCE PLAN SUMMARY

Town of Fairfield		
Century Preferred Plan (In-Network Benefits Only)		
Benefit Description		
Medical Benefits - Anthem		Century Preferred
Deductible (ind/fam)		\$0
Coinsurance		0%
Out-of-Pocket Maximum ⁽¹⁾		<u>\$3K/\$6K/\$9K</u>
Lifetime Maximum		Unlimited
Office Visit Copays		\$25
Specialist Visit Copay		\$30
Hospital Copay		\$300
Urgent Care Copay		\$75
Emergency Room Copay		\$200
Outpatient Surgery Copay		\$100
Well Child Care		\$0
Periodic, Routine Health Exam		\$0
Routine Eye Exams		\$0
Routine OB/Gyn Exam		\$0
Mammography		\$0
Hearing Screening		\$0
Outpatient MH/SA		\$30
Diagnostic Lab and X-Ray		\$0
Allergy Services (except PCP Visit)		\$0
Semi-Private Room		\$300
Inpatient MH/SA		\$300

Skilled Nursing Facility		\$300
Inpatient Rehabilitative Services		\$0
Outpatient Surgery		\$100
Ambulance		\$0
Outpatient Rehabilitative Services		\$30
Durable Medical Equipment		\$0
Prescription Drugs – Express Scripts & Anthem Plans ⁽²⁾		Century Preferred
Retail Generic		\$10
Retail Brand Formulary		\$20
Retail Brand Non-Formulary		\$35
Mail Order Generic		\$20
Mail Order Brand Formulary		\$40
Mail Order Brand Non-Formulary		\$70
Rx Annual Maximum		Unlimited
(1) Out-of-Pocket maximum equals deductible plus coinsurance maximum		
(2) assumes mandatory generic substitution and 30-day supply at retail		

Out of Network

Benefit Description		
Medical Benefits - Anthem		Century Preferred
Deductible (ind/fam)		\$400/\$800/\$1000
Out-of-Pocket Maximum ⁽¹⁾		\$800/\$1600/\$2000
Emergency Room Copay		\$200

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

Salary Info – Nurses

Random selection of small towns, large cities, contiguous towns, comparable fiscal towns

Zip Recruiter places the average nurse salary in CT between \$62,150 – 76,100; we are extremely low in comparable salaries (with the exception of West Hartford)

Town	Diploma Prep/Associate's Degree (ADN) – N5	Bachelor's Degree (BSN) – N6	Extra Compensation
Fairfield (Town Health Dept. Employees)	55,282 – 65,394 (33.83 – 39.99/hr)	56,384 – 66,467 (34.49 – 40.65/hr)	Longevity 10 mo. 1,438 (10 yrs); 2,972 (15 yrs); 4,406 (20 yrs) Longevity 12-mo. 1,778 (10 yrs); 3,680 (15 yrs); 5,458 (20 yrs)
Westport (BOE Employees)	62,885 – 77,217	64,031 – 78,614	National Certification: \$1,600 annual stipend No longevity
Norwalk (BOE Employees)		64,364 – 84,695	No longevity
Darien (BOE Employees)	72,333 no steps until 15 years; then 73,474	74,533 – 75,674 (Step only at 10 and 15 years; \$1k additional at each level)	BA Stipend & Master's Stipend \$2,200/\$2,700 annualized No longevity
Greenwich (Town Employees)		65,672 – 83,822 (receive quarterly step increments of approx. \$800 per step)* 217 day calendar	No Pension after 2/1/09 No longevity
New Haven (Town employees)		55,324 – 70,386 Dependent upon experience/service time	Longevity annual lump sum for employees only if hired on or before 9/9/07; 5 years at 1% or \$125; 10 years at 3% or \$250; 20

			years at 4% or \$350 (whichever is greater)
West Hartford (BOE Employees)	46,243 – 67,810	47,501 – 71,839	Educational reimbursement of \$250/pp max \$2,500 for group annually No pension after 6/30/10 No longevity
Newtown (BOE Employees)	60,795-76,538	Stipend of \$250	Longevity annual lump sum: 10 yrs - \$500 15 yrs - \$700 20 yrs - \$900 25 yrs - \$1,100
Hamden (BOE Employees)	59,756 – 79,379		Longevity from 5 – 20+ years of service – annual increases of \$20 starting at \$675 to \$1,000 (exception of \$45 increase from 15 – 16 years) CMERS after 7/1/07
Stratford (BOE Employees)	49,568.04 – 72,561.36		Longevity annual lump sum starting at \$600: 6-20 years, annual increase of \$50 in years 6-9, then increase of \$40 in jump from 9-10; thereafter increase of \$30 Educational Reimbursement of \$500 max for any nurse in one year No pension after 11/1/00

TOWN OF FAIRFIELD

Board of Finance – Senior & Disabled Tax Relief Subcommittee Report To be presented to the Board of Finance on February 20, 2024

The Fairfield Tax Assessor has requested that the Town's Senior & Disabled Tax Relief program be amended to include five proposed changes. None of the five proposed changes are expected to have a material economic impact on the program but would better align the Town program with the State program.

The BOF – SDTR committee has met with the Town Assessor and is recommending that the full BOF approve these five proposed changes. Any approved changes would then be submitted to the RTM for consideration. If the RTM also approves, the RTM would amend the SDTR ordinance accordingly.

Suggested Change #1:

Corrects a typo, deleting the word "prior" and clarifies that the applicable rate will be the opening rate at the start of the day.

95-15 B (3)

*All benefits shall be subject to an interest charge at the greater of the annual percentage rate of 3% or the rate on ten-year United States Treasury Notes. The rate for the purposes of this subsection shall be set by the Chief Fiscal Officer of the Town of Fairfield on January 31 in each calendar year or, if such day is a day on which the fiscal office of the Town of Fairfield is not open, on the next ~~prior~~ day on which it is open. **If using the ten-year United States Treasury Note rate, it shall be the opening price for the given day.***

Suggested Change #2:

Corrects a typo, changing the word "application" to "applicant", and changes the date of determining Qualified Total Asset Value (QTAV) from the "date of application" to "the end of the preceding calendar year".

As the date of application can vary, and may not coincide with a financial statement, it's virtually impossible for the Town to verify an applicant's QTAV affidavit. By changing the valuation date to a date certain (12/31/xx), the applicant will have the benefit of a year-end financial statement, the determination date will be consistent for all applicants, and the date of asset verification will be consistent with the end date for verification of periodic income.

95-8 Conditions for Eligibility Section C (8)

*Any ~~application~~ **applicant** and spouse who qualify for property tax relief under this article shall have a qualifying total asset value (QTAV) not exceeding \$650,000. Qualifying total asset value shall consist of any and all assets of the applicant and spouse as of the ~~date of application~~ **the end of the preceding calendar year** but shall specifically exclude the value of the applicant's primary legal residence and all tangible personal property contained therein. Each applicant to*

whom QTAV applies shall make a sworn statement in a form satisfactory to the Assessor that such applicant's QTAV does not exceed \$650,000.

Suggested Change #3:

Deletes the language “and a copy thereof shall be delivered to the applicant” from the Assessor’s responsibilities once an applicant has been accepted in the program.

Effectively, this step is duplicative as the calculated tax relief and adjusted tax liability for the applicant is printed on the taxpayer’s tax bill. Further, the final tax relief calculations are printed, shared with, and signed by the applicant.

95-9 Application Section B

When the Assessor is satisfied that the applying taxpayer qualifies under this article, he/she shall compute the amount of such tax relief and tax deferral and cause certificates of tax credit and tax deferral to be issued in such form as to permit the Tax Collector to reduce the amount of tax levied against the taxpayer and make proper record thereof, ~~and a copy thereof shall be delivered to the applicant.~~ Neither the Assessor nor the Tax Collector shall unreasonably withhold the issuance of such a tax credit and tax deferral to a properly qualifying taxpayer. The tax credit shall be applied to the tax payments.

Suggested Change #4:

Change the age requirement for a surviving spouse from 60 to 50 to match state program.

Currently, the Town program has this age requirement at 60 while the State program has the age requirement at 50. Aligning these age requirements would assist in the administration of the programs and would eliminate potential confusion between the programs. Mr. Murray was not aware of any program participants for which this would be applicable and expects this change to have little to no economic impact to the current program.

95-8 Conditions for Eligibility – Section C (1)

Such applicant (or a spouse domiciled with such applicant) has attained age 65 or over at the end of the preceding calendar year or ~~60~~ 50 years of age or over and the surviving spouse of a taxpayer qualified for tax relief under this program at the time of his or her death;

Suggested Change #5:

Amend the definition of “Qualifying Income” from “adjusted gross income as defined in the Internal Revenue Code of 1986, as may be amended from time to time,...” to “all taxable and nontaxable income...”

Effectively, this would not change the definition but would align the Town program with the State program and would reduce or eliminate confusion as to what is included in Qualified Income.

95-8 Conditions for Eligibility – Section C (5)

*Such persons shall have individually, if unmarried, or jointly, if married, qualifying income in an amount not to exceed limits described below for each program for the tax year ending immediately preceding the application for tax relief benefits.. "Qualifying income" is defined as adjusted gross income as defined in the Internal Revenue Code of 1986, as may be amended from time to time, plus the nontaxable portion of any social security benefits, railroad retirement benefits, any tax shelter losses, income from other tax-exempt retirements and annuity sources and income from tax-exempt bonds and any other income not included in the in the adjusted gross income. Unreimbursed gross medical and dental expenses shall be deducted from income in calculating the applicant's qualifying income, as long as such unreimbursed gross medical and dental expenses are included on the applicant's federal income tax return of the calendar year immediately preceding the year of application as an itemized deduction and qualify as a medical deduction under Section 213 (a) of the Internal Revenue Code of 1986, as may be amended.
[Amended 2-24-2020]*

FLOOD AND EROSION CONTROL BOARD ORDINANCE

1. Name. The Flood and Erosion Control Board is now to be known as the Flood Prevention, Climate Resilience and Erosion Control Board.
2. Members and terms. The Flood Prevention, Climate Resilience and Erosion Control Board shall consist of seven members appointed by the Board of Selectmen, no more than four of whom shall be registered with the same political party. The members shall have terms of five years, which shall be staggered so that no more than two terms expire in any one year.
3. Alternate members. Upon the request of the Flood Prevention, Climate Resilience and Erosion Control Board to the Board of Selectmen, there shall be appointed no more than three alternate members of the Board, no more than two of whom shall be registered with the same political party. Alternate members shall have terms of three years, which shall be staggered so that not more than one term expires in any one year. Such alternate members shall, when seated as herein provided, have all the powers and duties set forth for such Board and its members. If a regular member is absent or is disqualified, the Chairman of the Board shall designate an alternate to so act, choosing alternates in rotation so that they shall act as nearly equal a number of times as possible. If any alternate is not available in accordance with such rotation, such fact shall be recorded in the minutes of the meeting.
4. Powers and duties. The provisions of Connecticut General Statutes, Chapter 477, Section 25-84 and Sections 25-85 to 25-94, inclusive, are hereby adopted and the Flood Prevention, Climate Resilience and Erosion Control Board, within the limits of appropriations from time to time made by the municipality, shall have and exercise the powers and duties conferred on flood prevention, climate resilience and erosion control boards by Section 25-84 and Sections 25-85 to 25-94, inclusive, of Chapter 477 of the Connecticut General Statutes.