

# Ordinance Establishing a Housing Trust Fund

## Section I: Purpose

Pursuant to Conn. Gen. Stat. § 7-148(c)(2)(K), the Town of Fairfield does hereby create a special fund to provide affordable housing for the Town of Fairfield. The Fund shall be known as the Affordable Housing Trust Fund, hereinafter the “Fund”. Such Fund shall not lapse at the end of the municipal fiscal year.

## Section II: Sources of Funding, Investments, and Limitations on Use of Fund

- A. In addition to such sums as may be directly appropriated by the Town for deposit into said Fund (if any), the Town is authorized to and shall deposit all other monies received by it for the ~~provision purposes~~ of affordable housing, from whatever source such monies are received (the “Sources”). These ~~additional~~ Sources may include, but are not limited to, building department fees, inclusionary zoning fees, monetary gifts, grants, loans, and monies received from state and federal agencies.
- B. Said Fund shall be in the custody of the Town ~~Fiscal Officer~~ of Fairfield. All or any part of the monies in said Fund may be invested in any securities in which public funds may be lawfully invested. All income derived from such investment shall be placed into the Fund and become a part thereof. The monies so invested shall at all times be subject to withdrawal for use as hereinafter set forth.
- C. No sums contained in said Fund, including interest and dividends earned, shall be transferred to any other account within the town budget. However, in the event that work is performed by departments of the Town of Fairfield pursuant to this ordinance, the cost of said work may be reimbursed from the Fund under Section III(B). ~~Any applicant who had paid any fee deposited into the Fund shall not be eligible to apply for expenditure from the Fund for the same project.~~ No expenditures shall be made from said Fund except in accordance with the provisions of this ordinance. No expenditures shall be made from the Fund in excess of the available balance in the Fund.

## Section III: Expenditures from Fund

- A. The continuation of the Fund shall be perpetual, notwithstanding that from time to time said Fund may be unfunded.
- B. Expenditures shall be made from the Fund only in accordance with the following procedures and requirements:
  - 1. Said expenditures shall be made exclusively for the costs associated with the investigation, appraisal, acquisition, constructing, rehabilitating, repairing, administration, fees and maintenance costs relating to parcels of land, both improved and unimproved, or development rights, easements, deed restrictions, options,

interests or rights therein, the use of which shall be limited to retention or designation of parcels for their long term use in providing affordable housing within the meaning of Conn. Gen. Stat. § 8-30g.

2. Recommendations for any and all proposed expenditures from the Fund shall be submitted to the Affordable Housing Committee (AHC) and the Director of Community & Economic Development for approval. Recommendations from AHC and the Director of Community & Economic Development for expenditures from the Fund shall be submitted, including the sum to be expended, to the Fairfield Board of Selectmen for the approval of the Board of Selectmen.
3. The AHC will provide an annual report of the amount in the Housing Trust Fund and the expenditures to members of the Representative Town Meeting at their January meeting.

| Base Rent shown is for the twelve month period during Fiscal Year 2017/2018 unless otherwise noted |                            |                                       |                                  |               |            |              |                  |                  |                   |                    |                  |                   |  |
|--|----------------------------|---------------------------------------|----------------------------------|---------------|------------|--------------|------------------|------------------|-------------------|--------------------|------------------|-------------------|--|
| #  | Property Address           | Lease Term                            | Tenant                           | MUNIS ACCT. # | Sq. Feet   | Base Rent/SF | Base Rent/<br>mo | Addl<br>Rent/ mo | Total<br>Rent/ mo | Base Rent/<br>year | Addl<br>Rent/ yr | Total Rent/<br>yr | Notes  |
| 1  | 100 Mona Terrace           | 7/1/2014 - 6/30/2020                  | A Child's Garden                 | 42512-00017   | 10,000     | \$6.85       | \$5,708          | \$400            | \$6,108           | \$68,500           | \$4,800          | \$73,300          |  |
| 2  | 70 Sanford Street          | 7/1/2017 - 6/30/2020                  | All American Waste               | 42512-00016   | 600        | \$0.00       | \$0              | \$0              | \$0               | \$1                | \$0              | \$1               |  |
| 3  | 1443 Stratfield Road       | 1/1/2016-12/31/2018                   | American Legion                  | 42512-00016   | 1,824      | N/A          | \$0              | \$0              | \$0               | \$1                | \$0              | \$1               |  |
| 4  | 197 Reef Road              | Use by Deed and Agreement             | American Legion                  | 42512-00016   | 2,962      | N/A          | \$0              | \$0              | \$0               | \$0                | \$0              | \$0               |  |
| 5  | 3965 Congress Street       | 5/16/2017-5/15/2022                   | AT&T                             | 42514-00027   | Cell Tower | N/A          | \$4,299          | \$0              | \$4,299           | \$51,587           | \$0              | \$51,587          |  |
| 6  | 100 Reef Road              | 5/16/2017-5/15/2022                   | AT&T/New Cingular                | 42514-00027   | Cell Tower | N/A          | \$5,049          | \$0              | \$5,049           | \$60,592           | \$0              | \$60,592          |  |
| 7  | 100 Mona Terrace           | 1/1/2017 - 12/31/2018                 | Center For Women & Families      | 42512-00013   | 150        | \$12.00      | \$150            | \$0              | \$150             | \$1,800            | \$0              | \$1,800           |  |
| 8  | Patio at 1435 Post Road    | Seasonal - 5/1/2017 - 10/31/2018      | Centro Ristorante                | 42512-00018   | 809        | \$12.98      | \$1,750          | \$0              | \$1,750           | \$10,500           | \$0              | \$10,500          | May 2017 - October 2017 revenue shown. Rental Period = 6 months.   |
| 9  | Sidewalk at 1326 Post Road | Seasonal - 4/1/2017 - 10/31/2018      | Chelsea                          | 42512-00020   | 66         | \$19.09      | \$180            | \$0              | \$180             | \$1,260            | \$0              | \$1,260           | April 2017 - October 2017 revenue shown. Rental Period = 7 months.   |
| 10   | 125 Penfield Road          | 7/1/2005 - 12/31/2022                 | Fairfield Counseling Services    | 42512-00016   | 3,158      | N/A          | \$0              | \$0              | \$0               | \$1                | \$0              | \$1               |  |
| 11   | 370 Beach Road             | 7/25/2005 - 7/25/2104                 | Fairfield Historical Society     | 42512-00016   | 12,117     | N/A          | \$0              | \$0              | \$0               | \$1                | \$0              | \$1               |  |
| 12   | 210 Old Dam Road           | Summer Lease - 5/1/2015 - 9/15/2018   | Fairfield Indoor Tennis          | 01007-42475   | 32,749     | \$0.89       | \$6,444          | \$0              | \$6,444           | \$29,000           | \$0              | \$29,000          | May 2017 - September 11, 2017 revenue shown. Rental Period = 4.5 months. Office = 2,989 sq. ft., Courts = 29,760 sq. ft.   |
| 13   | 210 Old Dam Road           | Winter Lease - 11/29/2012 - 5/15/2033 | Fairfield Indoor Tennis          | 01007-42475   | 32,749     | \$1.97       | \$8,618          | \$0              | \$8,618           | \$64,636           | \$0              | \$64,636          | September 12, 2017 - April 2018 revenue shown. Rental Period = 7.5 months. Office = 2,989 sq. ft., Courts = 29,760 sq. ft. |
| 14   | 611 Old Post Road          | Month to Month                        | Fairfield Municipal Credit Union | 42512-00022   | 1,250      | \$18.82      | \$1,960          | \$0              | \$1,960           | \$23,520           | \$0              | \$23,520          |  |
| 15   | 70 Sanford Street          | 7/1/2003 - 6/30/2033                  | Fairfield Theatre Company        | 42512-00015   | 20,504     | \$4.26       | \$7,274          | \$0              | \$7,274           | \$87,287           | \$0              | \$87,287          | FY17 revenue shown. \$2 Per Ticket Sold. 5% Warehouse Revenue.   |
| 16   | 388 Hoyden's Hill Road     | Month to Month                        | Golf Superintendent Cottage      | 42512-00016   | 1,346      | \$10.70      | \$1,200          | \$0              | \$1,200           | \$14,400           | \$0              | \$14,400          |  |

|    |                                |                                  |                                   |             |                            |         |          |       |          |           |       |           |  |
|----|--------------------------------|----------------------------------|-----------------------------------|-------------|----------------------------|---------|----------|-------|----------|-----------|-------|-----------|--|
| 17 | 3763 Congress Street           | 1/1/2017 - 12/31/2019            | Greenfield Farms                  | 42512-00016 | 10 Acre Farmland           | N/A     | \$0      | \$0   | \$0      | \$1       | \$0   | \$1       |  |
| 18 | 1838 Black Rock Turnpike       | 1/26/1990 - 1/25/2030            | Grella Family Invest. Partnership | 42512-00016 | 2.57 Acre Parking Lot      | N/A     | \$0      | \$0   | \$0      | \$1       | \$0   | \$1       |  |
| 19 | 2425 Morehouse Highway         | Seasonal - 1/1/2017 - 12/31/2017 | H. Smith Richardson Concession    | 01007-42477 | 3,304                      | \$10.90 | \$3,000  | \$0   | \$3,000  | \$36,000  | \$0   | \$36,000  | 2017 Season Rent Shown. Rental Period = 12 months. |
| 20 | 880 South Benson Road          | Seasonal - 5/30/2017 - 9/5/2017  | Jennings Beach Concession         | 01005-42474 | Refreshment Stand          | N/A     | \$6,667  | \$133 | \$6,800  | \$20,000  | \$400 | \$20,400  | 2017 Season Rent Shown. Rental Period = 3 months.  |
| 21 | Morehouse Highway              | Seasonal - 5/30/2017 - 9/5/2017  | Lake Mohegan Concession           | 01005-42474 | Refreshment Stand          | N/A     | \$600    | \$67  | \$667    | \$1,800   | \$200 | \$2,000   | 2017 Season Rent Shown. Rental Period = 3 months.  |
| 22 | Patio at 1418 Post Road        | 5/1/2016 - 4/30/2018             | Old Post Tavern                   | 42512-00019 | 560                        | \$23.75 | \$1,108  | \$0   | \$1,108  | \$13,300  | \$0   | \$13,300  |  |
| 23 | 3965 Congress Street           | 3/3/2014 - 3/2/2029              | Omnipoint/T-Mobile Comm.          | 42514-00026 | Cell Tower                 | N/A     | \$3,670  | \$0   | \$3,670  | \$44,041  | \$0   | \$44,041  |  |
| 24 | 100 Reef Road                  | 9/1/2017-8/31/2022               | Omnipoint/T-Mobile                | 42514-00026 | Cell Tower                 | N/A     | \$3,861  | \$0   | \$3,861  | \$46,330  | \$0   | \$46,330  |  |
| 25 | 100 Reef Road                  | 11/30/2008 - 11/30/2033          | Omnipoint/T-Mobile Comm.          | 42514-00030 | Cell Tower                 | N/A     | \$3,101  | \$0   | \$3,101  | \$37,212  | \$0   | \$37,212  |  |
| 26 | 50 Nichols Street              | 5/15/2007 - 5/14/2017            | Operation Hope                    | 42512-00016 | 8,000                      | N/A     | \$0      | \$0   | \$0      | \$1       | \$0   | \$1       |  |
| 27 | Fairfield Train Station        | 6/1/2009 - 6/1/2018              | Parking Authority                 | 01090-49302 | Commuter Parking Lot       | N/A     | \$25,417 | \$0   | \$25,417 | \$305,000 | \$0   | \$305,000 |  |
| 28 | Mill Plain Road Lot            | 11/1/2016 - 11/30/2017           | Parking Authority                 | 01001-42515 | Commuter Parking Lot       | N/A     | \$4,000  | \$0   | \$4,000  | \$48,000  | \$0   | \$48,000  |  |
| 29 | Penfield Beach                 | Seasonal - 5/29/2017 - 9/2/2017  | Penfield Beach Concession         | 01007-42476 | Concession                 | N/A     | \$21,667 | \$0   | \$21,667 | \$65,000  | \$0   | \$65,000  | 2017 Season Rent Shown. Rental Period = 3 months.  |
| 30 | 240 Colony Street              | 9/1/2015 - 8/31/2018             | Pilot House                       | 42512-00016 | 6,100                      | N/A     | \$0      | \$0   | \$0      | \$1       | \$0   | \$1       |  |
| 31 | Mill Plain Road - Right of Way | 1/1/2018 - 12/31/2020            | 85 Pond Mill, LLC                 | 42512-00016 | Parcel of Land             | N/A     | \$2,500  | \$0   | \$2,500  | \$30,000  | \$0   | \$30,000  |  |
| 32 | 725 Old Post Road              | 5/23/2003 - 5/22/2102            | Saint Paul's Nursery School       | 42512-00016 | Playground Area            | N/A     | \$42     | \$0   | \$42     | \$500     | \$0   | \$500     |  |
| 33 | 555 Turney Road                | Seasonal - 5/29/2017 - 9/4/2017  | South Benson Marina Concession    | 01005-42474 | Fuel Dock & Refresh. Stand | N/A     | \$625    | \$14  | \$639    | \$2,500   | \$100 | \$2,600   | 2017 Season Rent Shown. Rental Period = 4 months.  |
| 34 | 100 Mona Terrace               | Month to Month                   | Southwest Connecticut EMS         | 42512-00021 | 486                        | \$10.89 | \$441    | \$0   | \$441    | \$5,292   | \$0   | \$5,292   |  |



|    |                      |                       |                         |             |            |     |           |       |           |             |         |             |  |
|----|----------------------|-----------------------|-------------------------|-------------|------------|-----|-----------|-------|-----------|-------------|---------|-------------|--|
| 35 | 2963 Bronson Road    | 7/30/2002 - 7/30/2032 | Sprint                  | 42514-00025 | Cell Tower | N/A | \$1,554   | \$0   | \$1,554   | \$18,651    | \$0     | \$18,651    |  |
| 36 | 3965 Congress Street | 5/1/2013 - 4/30/2038  | Sprint                  | 42514-00025 | Cell Tower | N/A | \$4,554   | \$0   | \$4,554   | \$54,653    | \$0     | \$54,653    |  |
| 37 | 100 Reef Road        | 5/1/2013 - 4/30/2039  | Sprint                  | 42514-00025 | Cell Tower | N/A | \$4,789   | \$0   | \$4,789   | \$57,468    | \$0     | \$57,468    |  |
| 38 | 3965 Congress Street | 2/1/2006 - 1/31/2021  | Verizon Wireless/Cellco | 42514-00029 | Cell Tower | N/A | \$2,937   | \$0   | \$2,937   | \$35,245    | \$0     | \$35,245    |  |
|    |                      |                       |                         |             |            |     |           |       |           |             |         |             |  |
|    | Total All leases     |                       |                         |             |            |     | \$133,166 | \$614 | \$133,781 | \$1,234,083 | \$5,500 | \$1,239,583 |  |
|    |                      |                       |                         |             |            |     |           |       |           |             |         |             |  |

Senior Center Five Year Bus Replacement Plan (Draft)

| <u>Replacement Year</u> | <u>Year/make /model / type</u> | <u>Mileage</u> | <u>Condition</u> | <u>Cost</u> |
|-------------------------|--------------------------------|----------------|------------------|-------------|
| 2018                    | 2007 Ford E-350 bus #2         | 122,548        | good             | \$60,000    |
| 2021                    | 2011 Ford E-450 bus #4         | 65,665         | excellent        | \$62,000    |
| 2023                    | 2013 Ford E-450 bus #5         | 62,120         | excellent        | \$62,000    |
| 2026 (newFY17)          | 2016 Ford E-350 bus #6         | 14,936         | excellent        | \$68,000    |
| *2017 (current reserve) | 2005 Ford E-450 bus #3         | 105,936        | poor             | \$60,000    |

\*2005 Ford bus # 3 will be used as reserve bus (pending replacement FY17).

1/19/18  
G. CORNWALL

2017

TOWN OF FAIRFIELD

BLIGHT REPORT

The 2017 year started with 13 blight complaints on the agenda. A total of 30 blight complaints were processed in the year 2017. 16 of the 30 complaints have been resolved and 14 remain on the Blight agenda.

Properties Resolved:

92 Grasmere Ave, 66-68 Camp field Dr., 280 Tuckahoe La., 395 Ruane St., 447 Stratfield Rd., 6 Rugby Rd., 32 Bronson Rd., 115 Tahmore Dr., 511 Woodridge Ave., 241 Old Stratfield Rd., 1410 Post Rd., 545 Winnepoge Dr., 62 Morehouse Highway., 2 Tunxis Hill Rd., 222 Stillson Rd., 136 Arbor Dr.

Remaining Blight Agenda:

1180 Oldfield Rd., 476 South Benson Rd., 57 Tahmore Dr., 741 Old Stratfield Rd., 15 Crane St., 83 Morehouse Highway., 34 First St., 233 Old Oaks Rd., 260 Shetland Rd. 70 Bailey Rd., 21 Plam Dr., 143 Smith St., 185 Thorpe St.

Thomas Conley

Blight Prevention Officer

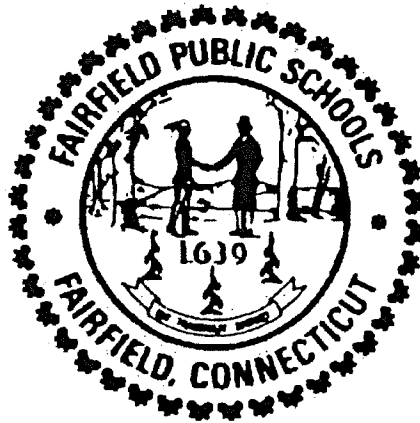
**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**FAIRFIELD BOARD OF EDUCATION**

**AND**

**FAIRFIELD EDUCATION ASSOCIATION**



**TOGETHER WITH RELATED**

**ADMINISTRATIVE AND BOARD OF EDUCATION POLICIES  
OF THE**

**FAIRFIELD PUBLIC SCHOOLS**

**JULY 2018 – JUNE 2021**

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## **COMPREHENSIVE DOCUMENT**

This booklet contains the Comprehensive Document developed between the Board of Education of Fairfield and the Fairfield Education Association, which is recognized by the Board of Education of Fairfield as the bargaining agent for the teaching staff of Fairfield Public Schools.

The Comprehensive Document is divided into two parts as follows:

### **Part 1**

Collective Bargaining Agreement negotiated by the Board of Education and the Fairfield Education Association effective July 1, 2018 and terminating June 30, 2021, containing herewith otherwise referenced documents.

### **Part 2**

Board/Administrative policies and memorandum. Throughout the document, those Policies are designated with an asterisk (\*). They are not part of the contract but are noted throughout in order to reference topics in a common location.

## **PART 1**

### **COLLECTIVE BARGAINING AGREEMENT**

#### **PREAMBLE**

##### **Collective Bargaining Agreement**

The Board of Education of Fairfield (hereinafter called "Board") and the Fairfield Education Association (hereinafter called the "Association") recognize that, among the Board, the Superintendent and the Association, there currently exists a harmonious working relationship. This relationship is predicated on co-operation and good faith and is structured to ensure the best interest of public education in Fairfield.

In developing this Collective Bargaining Agreement, the Association recognizes the legal authority of the Board; the Board and the Association recognize the legal responsibility of the Superintendent to the Board and to the professional certified staff; the Board and the Superintendent recognize the Association and its statutory right to negotiate salaries and conditions of employment for the professional certified staff.

## **ARTICLE I**

### **RECOGNITION**

1. The Board hereby recognizes the Fairfield Education Association as the exclusive representative of the teacher group of certified professional employees of the Board, and of those employees holding Durational Shortage Area Permits (DSAP), except as excluded by Connecticut General Statutes Section 10-153b as amended; the Association having been designated pursuant to a designation petition certified by the Board of Education on December 20, 1965, and reaffirmed in a Representation Election held May 17, 1983. All of the provisions of the Agreement except Article V, Separation and Recall Procedure, apply to DSAP's.
2. The Board agrees that it will not negotiate or confer with any individual or organization of teachers, other than the Fairfield Education Association as long as said Association retains organizational recognition status.

## **ARTICLE II**

### **PROCEDURE FOR CONDUCTING NEGOTIATIONS**

Upon a request of either party for a meeting to open negotiations, a meeting shall be held not more than 15 calendar days following such a request, unless mutually postponed by the parties.

This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by the consent of the parties to this Agreement. Previously adopted policies, rules or regulations in conflict with this agreement are superseded by this Agreement. Nothing in this Agreement which changes pre-existing Board of Education Policy will have retroactive applicability or operation.

### **Translations Due to Changes**

If during the life of this contract, substantial changes in the school organization, instructional practices and/or program structures should render the language in any part of this contract inappropriate, the following shall occur:

- a. Either party may submit a written request for a meeting to translate the contract provisions in question into appropriate language.
- b. Within five days of receipt of such request, a meeting shall occur between the Superintendent and the FEA President and/or their designees to translate the contract provisions in question into language appropriate to the new situation.

- c. If within thirty days of the first meeting, the parties cannot reach an agreement, then the issue of translation shall be submitted to binding arbitration. A single arbitrator shall be mutually agreed upon, or failing that, shall be assigned from the CT. State Department of Education approved list of interest arbitrators. Said single arbitrator shall render his/her decision based on the criteria cited in C.G.S. 10-153f (c).
- d. The parties acknowledge that the high school schedule may be modified during the term of this Agreement (trimester, block schedule, etc.) and such may trigger an obligation to bargain the impact of any said change.

### **ARTICLE III**

#### **RIGHTS AND RESPONSIBILITIES OF THE BOARD**

Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities, to control, supervise and manage the public schools of the Town of Fairfield and its professional staff under governing laws, ordinances, rules and regulations - Municipal, State and Federal.

### **ARTICLE IV**

#### **DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS**

##### **BASIC TEACHING RESPONSIBILITIES**

The basic teaching assignment for all levels shall include:

- a. All scheduled teaching assignments during the school day, together with the usual assignments as the supervision of home rooms, study halls, guidance periods, cafeteria, playground, bus, student activity proctoring and special assignments because of emergencies created by the absence of teachers or by other unusual circumstances.
- b. All activities relevant to good teaching and professional status such as planning and preparation of work and homework, construction and correction of tests, evaluation of student work, extra help periods, and the completion of all requested reports related to the teaching process.
- c. All activities related to the development and maintenance of good school program, including desirable community relations such as faculty, house, subject area, grade level, committee or subcommittee meetings; responsibility for assembly program; sponsorship of clubs, councils and intramurals; parent conferences; special PTA and open house programs;



and student programs for parent audiences. Such duties shall be shared as equally as possible by all members of the staff.

#### **4.1 ELEMENTARY DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS**

##### **4.1.1 Preparation Time**

All certified teachers in the elementary schools will be provided with an average of forty continuous minutes or a class period (whichever is greater) of daily preparation time which shall occur during normal working hours, excluding wrap-around time.

Certified teachers in the elementary schools will be compensated for any loss of preparation time below 150 minutes per week. Said compensation shall be computed at the curriculum rate for such teachers. Exceptions to this clause may be made, on a reasonable basis, for emergencies which arise during the school day or in situations where the lack of preparation time is due to the failure of a specialist to notify the building principal of his/her absence by 7:15 a.m.

##### **4.1.2 Duty Free Lunch**

All elementary teachers shall have at least 30 minutes continuous duty free lunch period.

#### **Class Size and Staffing Adequacy**

The parties agree that, subject to legal and contractual limitation, the matters of class size and staffing adequacy are subject to the ultimate judgment of the Board of Education. The Board of Education agrees that prior to increasing the existing elementary class size average more than ten percent (10%) above the 1973-74 average class size, it will notify the Fairfield Education Association and give the Fairfield Education Association representatives an opportunity to discuss such modifications or changes.

- a. Special Education Intensive or Self-Contained\*
- b. Special Education - Resource\*

##### **4.1.3 Elementary Class Size (Board Policy #6151)\***

#### 4.1.4

The number of direct student contact teaching hours for 1.0 FTE elementary art, world language, teachers is 25.8 hours in a six day rotation, with corresponding reductions of hours per weeks proportionate to reduction in F.T.E. status (e.g.: .1 FTE teaching load is 2.15 hours per week.)

This direct student contact teaching time may be divided into a varying number and length of classes per week at the discretion of administration; provided however that no class shall be scheduled for a length less than thirty (30) minutes, except for World Language which shall not be less than twenty-five (25) minutes.

For music and physical education teachers, direct student contact time is as follows:

| Physical Education | Music            |
|--------------------|------------------|
| 0.1 = 3 classes    | .1 = 3 classes   |
| 0.2 = 7 classes    | .2 = 7 classes   |
| 0.3 = 11 classes   | .3 = 11 classes  |
| 0.4 = 15 classes   | .4 = 14 classes  |
| 0.5 = 19 classes   | .5 = 18 classes  |
| 0.6 = 23 classes   | .6 = 22 classes  |
| 0.7 = 27 classes   | .7 = 26 classes  |
| 0.8 = 30 classes   | .8 = 29 classes  |
| 0.9 = 34 classes   | .9 = 33 classes  |
| 1.0 = 38 classes   | 1.0 = 37 classes |

Adaptive Physical Education: A single 30 minute class over a Five Day Schedule.

Pre-School Art, Music and Physical Education: A single 20 minute class over a Six Day Schedule.

Early Childhood Center Physical Education: Two 30 minute classes over a Six Day Schedule.

In addition, Elementary art teachers shall have one and one half hours per week of non-instructional time for the performance of art related building responsibilities.

## 4.2 MIDDLE SCHOOL DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS

### 4.2.1 Community Approach

When students are organized in communities, the size of the community shall not exceed 120 students. This load applies to the core instructors – English, Social Studies, Science, and Mathematics, except for sixth grade wherein the Reading instructor shall also be included. Where the team determines that it may be in the

best interest of the children to deviate from the 120 for grouping purposes such shall be accommodated within this community size in accord with Item 4.2.5 below.

#### **4.2.2 Student Load and Class Size**

- a. Student load for middle school teachers (6-8) shall not exceed the following:

|   |             |
|---|-------------|
| Art   | 120         |
| Computer  | 110         |
| World Language  | 110         |
| Health  | 125 per day |
| Home Economics  |             |
| Lab   | 90          |
| Non-Lab   | 120         |
| Industrial Arts/Technology  |             |
| Shop  | 90          |
| Drafting  | 120         |
| Music   |             |
| General   | 150         |
| Theory, History & Appreciation<br>(30 per class)                    | 120         |
| Band, Orchestra, Choir, Chorus<br>(No more than 5 assigned periods) |             |
| Physical Education  | 150 per day |

Student load shall be interpreted in accordance with the past practice of the parties.

- b. When students are not organized in communities, student load shall be pursuant to the loads for grades 9-12 as found in 4.3.1 below.

#### **4.2.3 School Counselors**

Within the middle school, there shall be at least one school counselor per grade. If the individual's student load is less than 150 or exceeds 250 students, the contract may be reopened for negotiations, but said negotiations will not be subject to binding arbitration.

#### **4.2.4 Special Education - Middle School\***

- a. Student load - Special Education Resource
- b. Student load - Special Education Intensive or Self-contained

#### **4.2.5 Student Load Excess**

If, any time after October 1, a teacher is assigned more students than allowed by the student load maximum, it shall be the responsibility of the teacher to notify the FEA president who shall request a meeting with the building principal and the teacher involved to discuss the reason(s) for such excess.

- a. If it can be shown that the overage is necessitated by the enrollment of new students in a school after July 1, the overage shall be permitted as long as the individual teacher's student load does not exceed the contractual maximum by more than 5%.
- b. If the excess is caused by other factors, it shall be permitted unless the FEA submits a written exception to the Superintendent or designee within five working days of the meeting.
- c. Failure to file an exception to a specific overage shall not be considered as precedent setting nor shall it be applicable to any other situation.

#### **4.2.6 Grade 6 Foreign Language**

Effective 1994-95, if there are shortened periods for foreign language Grade 6, the teaching load can be increased in inverse proportion to the length of the instructional period; each child will count proportionally less toward the teacher's total load.

#### **4.2.7 Preparation Periods**

Full-time teachers shall have one class period of continuous, unbroken time per day or five (5) periods per week as a preparation period, which shall occur during normal working hours, excluding wrap-around time. If within the school day an emergency arises which necessitates that a teacher be required to cover another class or extra duty assignment during his/her scheduled preparation periods, the provisions of the previous sentence are waived.

#### **4.2.8 Secondary Class Size (Board Policy )\***

#### **4.2.9 Class Coverage - Middle School:**

If an administrator requests a teacher to cover a class for another teacher, in a non-emergency situation, the teacher covering the class shall be relieved of a duty.

### **4.3 HIGH SCHOOL DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS**

#### **4.3.1 Student Load and Class Size**

Student load for high school teachers (grades 9-12) shall not exceed the following:

|                                   |             |                |
|-----------------------------------|-------------|----------------|
| Art                               | 125         |                |
| Business Education                | 125         |                |
| Counselor                         | 250         |                |
| English                           | 110         |                |
| Foreign Language                  | 110         |                |
| Health                            | 130 per day |                |
| Home Economics                    |             |                |
| Lab                               | 95          |                |
| Non-Lab                           | 125         |                |
| Industrial Arts/Technology        |             |                |
| Shop                              | 95          |                |
| Drafting                          | 125         |                |
| Mathematics                       | 125         |                |
| Music                             |             |                |
| General                           | 155         |                |
| Theory, Hist. & Appreciation      | 125         | (30 per class) |
| Band, Orchestra, Choir, Chorus    |             |                |
| (No more than 5 assigned periods) |             |                |
| Physical Education                | 155 per day |                |
| Science                           | 110         |                |
| (24 students max in lab class)    |             |                |
| Social Studies                    | 125         |                |

Student load shall be interpreted in accordance with the past practice of the parties.

#### **4.3.2 Student Load Excess**

If, any time after October 1, a teacher is assigned more students than allowed by the student load maximum it shall be the responsibility of the teacher to notify the FEA president who shall request a meeting with the building principal and the teacher involved to discuss the reason(s) for such excess.

- a. If it can be shown that the overage is necessitated by the enrollment of new students in a school after July 1, the overage shall be permitted as long as the individual teacher's student load does not exceed the contractual maximum by more than 3%.
- b. If the excess is caused by other factors, it shall be permitted unless the FEA submits a written exception to the Superintendent or designee within five working days of the meeting.
- c. Failure to file an exception to a specific overage shall not be considered as precedent setting nor shall it be applicable to any other situation.

#### **4.3.3 Secondary Class Size (Board Policy)\***

#### **4.3.4 Special Education - High School\***

- a. Student load - Special Education Resource
- b. Student load - Special Education Intensive or Self-contained

#### **4.3.5 Preparation Periods- High School**

Full-time teachers shall have one class period of continuous, unbroken time per day or five (5) periods per week as a preparation period. Under a block schedule, full-time teachers will have one-mini block of continuous, unbroken time per day or five (5) mini-blocks per week as a preparation period, which shall occur during normal working hours, excluding wrap-around time. If within the school day, an emergency arises which necessitates that a teacher be required to cover another class or extra duty assignment during his/her scheduled preparation periods, the provisions of the previous sentence are waived.

#### **4.3.6 Duty Period Adjustments- High School**

The Administration shall make reasonable efforts to equalize duty periods and non-instructional duties. If a high school teacher has twenty six (26) or more instructional periods for the week, school administration shall make a reasonable effort to reduce the number of duties or non-instructional periods assigned to any such teacher.

#### **4.3.7 Teaching Preparations- High School**

Prior to assigning a secondary school teacher to more than three (3) different preparations (except where additional subjects or preparations are requested by the teacher in writing) school administration shall review the master schedule to determine whether any such additional preparation may be assigned to another

teacher who currently has fewer than three (3) preparations. The administration will make a reasonable effort to adjust assignments based on that determination.

#### **4.3.8 Class Coverage - High School:**

If an administrator requests a teacher to cover a class for another teacher, in a non-emergency situation, the teacher covering the class shall be relieved of a duty.

### **4.4 WORKING CONDITIONS FOR PART-TIME STAFF AND SHARED STAFF**

#### **4.4.1 Teaching Assignment**

- a. Part-time Staff: The teaching and duty assignment for part-time staff shall be proportional to that of a full-time equivalent teacher.
- b. Shared Staff: In circumstances where a teacher is assigned in two or more buildings, the following shall be complied with to allow the most effective implementation of the teaching assignments.
  - i. The student load of a shared teacher shall be proportional to that of a full-time equivalent teacher as defined in Article IV, Section 4.2 subsection 4.2.2 (a) (b) (c).
  - ii. Teachers may be assigned to non-teaching duties in proportion to their teaching assignment.
  - iii. Staff have a responsibility to participate in parent conferences, building and system-wide meetings. The need for exception to this should be discussed with the administrator involved.
  - iv. Shared staff will be provided reasonable time for travel between buildings.

### **4.5 TEACHER EVALUATION AND PERSONNEL FILE**

#### **4.5.1 Evaluation (Administrative Policy)\***

See evaluation document entitled Educator Professional Growth Plan. A copy of this publication can be obtained from the Human Resources Office. According to Connecticut General Statute §10-151b, any claims of failure to follow the established procedures of this Program shall be subject to the grievance procedure of Article XI.

#### **4.5.2 Personnel File**

The Superintendent will be responsible for the maintenance of personnel files in accordance with Connecticut General Statutes, Section 10-151 a. (as amended).

Each professional employee certified by the State Board of Education and employed by any local or regional board of education shall be entitled to knowledge of, access to, and upon request, a copy of supervisory records and reports of competence, personal character and efficiency maintained in such employee's personnel file with reference to evaluation of performance as a professional employee of such board of education.

#### **4.6 FACULTY AND DEPARTMENT MEETINGS (ADMINISTRATIVE POLICY)\***

#### **4.7 PROMOTION OF STAFF MEMBER (ADMINISTRATIVE POLICY)\***

#### **4.8 EARLY LEAVE POLICY (ADMINISTRATIVE POLICY)\***

#### **4.9 PERMISSIBLE ABSENCES**

##### **4.9.1 Sick Leave**

- a. All regular employees shall be allowed full days for absence due to personal illness not to exceed fifteen (15) days in each school year. Unused sick leave may be accumulated from year-to-year, provided however, that the maximum of such accumulation shall not be more than one hundred fifty (150) days. A doctor's certificate must be presented in the case of any absence due to illness over ten consecutive school days.
- b. The Fairfield Board of Education will observe in reference to pregnancy (disability) and childbirth leaves the provisions as outlined in the Connecticut General Statutes and as it may be amended from time-to-time.
- c. All regular employees shall be allowed up to twenty (20) days of his/her accumulated sick leave for the purpose of adoption of a minor child.

##### **4.9.1.1 Notwithstanding the foregoing limitations, the Superintendent may allow sick leave with full pay according to the following guidelines:**

- a. Up to thirty (30) additional days for employees with one to five years of service.
- b. Up to sixty (60) additional days for employees with five to ten years of service.



- c. Up to ninety (90) additional days for employees with ten or more years of service.

The Board of Education may allow any teacher with more than five years of service additional sick leave with pay equal to the difference between the regular salary of such teacher or supervisor and the pay of his/her substitute.

However, no such leave shall extend beyond the school year in which it is allowed, and no allowance shall be made without a doctor's certificate.

**4.9.1.2 Workers' Compensation:** If an employee is absent on workers' compensation, other than related to Connecticut General Statute Section 10-236a, the employee shall suffer no loss of regular pay for up to one calendar year provided that for each work day absent, one third of a sick day will be debited. If an employee has no sick days remaining, the Employee's compensation shall be reduced to the statutory amount.

#### **4.9.2 Personal Absence**

- a. In case of death in the family or immediate household of any regular employee, such employee shall be entitled to leave with full pay for not more than five days.
- b. Up to five days in each school year may be allowed with pay for such absences, which in the opinion of the Superintendent of Schools are considered unavoidable and reasonable, including the observances of major religious holidays. One day, per year, of the five days allowed with pay may be used in the death of a close friend. One day, per year, of the five days allowed with pay may be considered as a private business day.
- c. Up to ten additional days may be allowed for causes which, while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools. These ten days may be made available to the employee with pay equal to the difference between the regular salary and the pay of the substitute. Such absences are to be exclusive of allowable sick leave.
- d. If an employee uses the private business day during the month of June, then the employee shall receive pay equal to the regular salary minus the daily substitute rate.
- e. Any pay loss for an individual on a per diem basis shall be figured at the rate of 1/187 times salary and if this absence is five or more days in length then in addition, loss of Board paid insurance cost will also be deducted for said period. The per-diem rate for 10 ½ month personnel shall be computed at a rate of 1/197 times salary.

**4.9.2.1      Personal or Private Absence Requests (Administrative Policy)\*** For Definition/Examples, see corresponding Administrative Section.

**4.9.2.2      Absence with Full Pay (Administrative Policy)\***

**4.9.2.3      Absence with Pay Less Substitute (Administrative Policy)\***

For days taken for reasons stated in 4.9.2.3 Policy Section: If an employee is absent on a non-instructional day and employee has personal days remaining per section 4.9.2(b) then there shall be no substitute pay loss; however, if no personal days remain, substitute pay will be deducted.

#### **4.10      DUTY FREE LUNCH**

All 50% or more FTE teachers shall have a minimum of thirty (30) continuous minutes of duty free lunchtime per day. Such lunch period shall be allocated in addition to the teacher's preparation period.

#### **4.11      TRANSFER**

A transfer is a change from one supervising unit to another. Any transfer shall be at the discretion of the Superintendent in the best interests of the school system.

The interests of the students and the educational program are paramount in the assignment of certified personnel. Transfers shall be made after every reasonable effort has been made to make staff aware of opportunities which may exist for voluntary transfers and to meet the requests and preferences of the individual staff members.

When a vacancy is known for the ensuing school year causing the administration to seek candidates from outside the district, the Human Resources Administrator will notify the FEA president. Present employees interested in being considered candidates will be provided an opportunity to be interviewed.

Although the Board and Association recognize that some involuntary transfer of certified personnel is unavoidable and in the system's best interest, they also recognize that frequent transfer of certified personnel can be disruptive to the educational program. The Board will make every effort to avoid repeated involuntary transfers of the same member of the certified staff.

An employee who is involuntarily transferred to another supervising unit solely because of declining enrollment shall have the right to return to their prior position, if it is reconstituted, for one year after the date of their transfer and school has not yet started in the current year.

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

Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances not later June 1<sup>st</sup>.

#### **4.12 PROFESSIONAL ATTIRE**

Each member of the bargaining unit shall dress in a professional manner appropriate to his/her assignment.

#### **4.13 Teaching Protection**

The Board of Education shall protect and save harmless any teacher from financial loss and expense, including payment of reasonable expenses incurred for medical or other service necessary as result of an assault on a teacher while he/she was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board of Education, which expenses are not paid by the individual teacher's insurance, worker's compensation or any other source not involving an expenditure by such teacher (C.G.S. 10-236a).

When a teacher is assaulted as a result of his/her employment, the Board will pay his/her full salary, less worker's compensation payments, while absent. These days will not be deducted from the teachers accumulated sick leave.

#### **4.14 Start of School Set Up and Preparation**

All teachers shall be allowed a four (4) hour block of preparation time during the first three non-student days prior to the start of school for the purpose of set up of their classrooms, caseloads and other necessary tasks to prepare for the start of school. Building based administration will determine which of the three days would be used for set up and preparation. The professional development day of the above-referenced three days shall be the same length as a regular work day, as are the other two of the three days.

### **ARTICLE V**

#### **SEPARATION AND RECALL PROCEDURE**

##### **5.1 SEPARATION**

Should reduction of certified personnel within a department or specialty field be necessary, staff will be released in the following order:

- a. Non-tenured teachers
- b. Tenured teachers with Provisional Certification
- c. Tenured teachers with Professional Certification with less than ten (10) years of contractual service in Fairfield Public Schools.
- d. Tenured teachers with Professional Certification with at least ten (10) but less than fifteen (15) years of contractual service in the Fairfield Public Schools.
- e. Tenured teachers with Professional Certification and fifteen (15) years or more of contracted service in the Fairfield Public Schools.

**5.1.1** Where there are more individuals within a category than necessary to reduce, least senior teachers shall be terminated before more senior teachers, provided that those teachers remaining are the most qualified to perform the work available after the reduction, based upon the following criteria: education, certification, unique qualifications, salary status and job description analysis.

No more than the ten (10) least senior teachers at one time within a category will be subject to the process as set forth below:

**5.1.2** In determining those best qualified within a category, the following point system will be used:

**5.1.2.1 Education:**

Has an undergraduate and graduate major directly related to the area of teaching  
10 points

Has either an undergraduate or graduate major directly related to the area of teaching.  
8 points

Has a graduate or undergraduate minor directly related to the area of teaching  
6 points

Has taken more than six graduate semester hours of instruction in the area of teaching.  
4 points

Has taken the minimum of six semester hours of instruction to qualify for teaching in a minor field.  
2 points

#### 5.1.2.2 Certification:

Possesses a teaching certificate valid for teaching in areas outside the department or specialty field 5 points

#### 5.1.2.3 Unique Qualifications:

Within the category, is uniquely qualified by training or experience (i.e., the only person in the category) to teach a subject matter specialty which is an acknowledged need of the school. 20 points

#### 5.1.2.4 Salary Status:

|                  |           |
|------------------|-----------|
| Earned Doctorate | 10 points |
| 7th Year         | 8 points  |
| 6th Year         | 6 points  |
| Masters          | 4 points  |
| Bachelors        | 2 points  |

#### 5.1.2.5 Job Description Analysis:

- a. The employee's immediate supervisor will complete a Job Description Analysis of the extent to which the teacher successfully completes the requirements of the job description and the resulting impact on the quality of the instructional or non-instructional program.
- b. The immediate supervisor will assess the teacher's qualifications by writing comments for each of the five items in the job description. Through specific examples contained within this report, the teacher's qualifications will be identified both to the extent to which the job description has been accomplished and the impact of the teacher's contribution to the quality of the instructional or non-instructional program.
- c. The Superintendent shall then assign points for employees involved, to each of the major items under the respective Job Description as set forth in specific examples below.
- d. The category of "Not Up to Fairfield Expectations" will not be assigned to a staff member under any item in the Job Description unless the staff member has been previously made aware, formally or informally, of the concern by the immediate supervisor.
- e. Teachers or immediate supervisors may request a conference prior to the completion of the Job Description Analysis by the immediate supervisor, at which at least the following might be accomplished: (a) the individual and

the supervisor will discuss those persons to be "consulted" in the preparation of the Analysis; (b) the individual can provide the immediate supervisor with any information of which the supervisor might not be aware which is appropriate to the Analysis.

- f. Staff members may add comments at the bottom of the Job Description Analysis before it is submitted to the Superintendent if they feel the Analysis is not fully representative of their qualifications. The immediate supervisor shall review and comment upon any such addition.
- g. Job Description Analyses will be used only for the purpose of Reduction in Force. In recognition of contract-monitoring rights, the President of the exclusive bargaining representative organization will have access to all documents used for purposes of reduction in force.

## SPECIFIC EXAMPLES

### TEACHERS

#### Teacher Job Description Major Responsibilities Point Spread

##### Planning and Organization:

|                                       |            |
|---------------------------------------|------------|
| Not up to Fairfield Expectations      | -10 points |
| Up to Fairfield Expectations          | 0 points   |
| Beyond Fairfield Expectations         | +10 points |
| Greatly Beyond Fairfield Expectations | +20 points |

##### Instructional Techniques:

|                                       |            |
|---------------------------------------|------------|
| Not up to Fairfield Expectations      | -15 points |
| Up to Fairfield Expectations          | 0 points   |
| Beyond Fairfield Expectations         | +15 points |
| Greatly Beyond Fairfield Expectations | +30 points |

##### Classroom Environment:

|                                       |            |
|---------------------------------------|------------|
| Not up to Fairfield Expectations      | -10 points |
| Up to Fairfield Expectations          | 0 points   |
| Beyond Fairfield Expectations         | +10 points |
| Greatly Beyond Fairfield Expectations | 20 points  |

##### School Environment:

|                                       |           |
|---------------------------------------|-----------|
| Not up to Fairfield Expectations      | -5 points |
| Up to Fairfield Expectations          | 0 points  |
| Beyond Fairfield Expectations         | +5 points |
| Greatly Beyond Fairfield Expectations | 10 points |

##### Professional Attitude:

|                                       |            |
|---------------------------------------|------------|
| Not up to Fairfield Expectations      | -5 points  |
| Up to Fairfield Expectations          | 0 points   |
| Beyond Fairfield Expectations         | +5 points  |
| Greatly Beyond Fairfield Expectations | +10 points |

Total number of points available from Job Description Analysis statements is 90.

Highest possible accumulation of points in the rating scale is 135.

### OTHERS

| <u>Positions</u>      | <u>Major Responsibilities</u>   | <u>Point Spread</u> |
|-----------------------|---------------------------------|---------------------|
| Career Administration |                                 | -10, 0, +10, +15    |
| Guidance              | Guidance                        | -10, 0, +10, +15    |
| Specialist            | Curriculum                      | -10, 0, +10, +15    |
|                       | Supervision                     | -10, 0, +10, +15    |
|                       | Personnel                       | -10, 0, +10, +15    |
|                       | Miscellaneous                   | -10, 0, +10, +15    |
| Dean, H.S.            | Control                         | -15, 0, +15, +30    |
|                       | Attendance                      | -10, 0, +10, +20    |
|                       | Student Activities              | -10, 0, +10, +20    |
|                       | Substitutes                     | -10, 0, +10, +20    |
| Dean, M.S.            | Control                         | -20, 0, +20, +40    |
|                       | Student Activities & Sports     | -15, 0, +15, +30    |
|                       | Transportation & Safety         | -10, 0, +10, +20    |
| Coord.                | Curriculum Development          | -10, 0, +10, +20    |
|                       | Resource Responsibilities       | -10, 0, +10, +20    |
|                       | Program/Course Evaluation       | -10, 0, +10, +20    |
|                       | Administrative Duties           | -10, 0, +10, +20    |
|                       | Community & Public Relations    | -5, 0, +5, +10      |
| Guidance              | Counseling                      | -20, 0, +20, +40    |
| Counselor             | Guidance Services               | -15, 0, +15, +30    |
|                       | Miscellaneous                   | -10, 0, +10, +20    |
| Psychologist          | Assessment & Evaluation         | -10, 0, +10, +20    |
| K-5                   | Learning Facilitation           | -5, 0, +5, +10      |
|                       | Planning & Placement Team       | -5, 0, +5, +10      |
|                       | Counseling & Consultation       | -5, 0, +5, +10      |
|                       | Early Intervention Program      | -5, 0, +5, +10      |
|                       | Community Resource & Referral   | -5, 0, +5, +10      |
|                       | Group Assessment                | -5, 0, +5, +10      |
|                       | Articulation                    | -5, 0, +5, +10      |
| Psychologist          | Assessment & Evaluation         | -10, 0, +10, +20    |
| Secondary             | Student Counseling              | -5, 0, +5, +10      |
|                       | Staff Conferencing              | -5, 0, +5, +10      |
|                       | Parent Conferencing             | -5, 0, +5, +10      |
|                       | Coordination with Social Worker | -5, 0, +5, +10      |
|                       | BPPT Membership                 | -5, 0, +5, +10      |
|                       | Special Ed Staff Conferencing   | -5, 0, +5, +10      |
|                       | Communications (Articulation)   | -5, 0, +5, +10      |

|                         |                                 |                |
|-------------------------|---------------------------------|----------------|
| Social<br>Worker        | Counseling                      | -5, 0,+5,+10   |
|                         | Crisis Intervention             | -5, 0,+5,+10   |
|                         | Consultation                    | -5, 0,+5,+10   |
|                         | School Resources                | -5, 0,+5,+10   |
|                         | Placement Contacts              | -5, 0,+5,+10   |
|                         | Special Services Planning       | -5, 0,+5,+10   |
|                         | Planning & Placement Team Srvs. | -10, 0,+10,+20 |
| Work Study<br>Counselor | Miscellaneous                   | -5, 0,+5,+10   |
|                         | Work Study Counselor            | -30, 0,+30,+60 |
|                         | Miscellaneous                   | -15, 0,+15,+30 |

The point spread shall be applied with regard to each major responsibility in these job descriptions in the same manner and based upon the same standards as set forth in Paragraph 5.1.2.5c.

### **Illustrative Example Utilizing Career Guidance Specialist**

#### **Administration:**

|                                       |            |
|---------------------------------------|------------|
| Not up to Fairfield Expectations      | -10 points |
| Up to Fairfield Expectations          | 0 points   |
| Beyond Fairfield Expectations         | +10 points |
| Greatly Beyond Fairfield Expectations | +15 points |

#### **Guidance:**

|                                       |            |
|---------------------------------------|------------|
| Not up to Fairfield Expectations      | -10 points |
| Up to Fairfield Expectations          | 0 points   |
| Beyond Fairfield Expectations         | +10 points |
| Greatly Beyond Fairfield Expectations | +15 points |

#### **Curriculum:**

|                                       |            |
|---------------------------------------|------------|
| Not up to Fairfield Expectations      | -10 points |
| Up to Fairfield Expectations          | 0 points   |
| Beyond Fairfield Expectations         | +10 points |
| Greatly Beyond Fairfield Expectations | +15 points |

#### **Supervision:**

|                                       |            |
|---------------------------------------|------------|
| Not up to Fairfield Expectations      | -10 points |
| Up to Fairfield Expectations          | 0 points   |
| Beyond Fairfield Expectations         | +5 points  |
| Greatly Beyond Fairfield Expectations | +15 points |

#### **Personnel:**

|                                       |            |
|---------------------------------------|------------|
| Not up to Fairfield Expectations      | -10 points |
| Up to Fairfield Expectations          | 0 points   |
| Beyond Fairfield Expectations         | +10 points |
| Greatly Beyond Fairfield Expectations | +15 points |

#### **Miscellaneous:**

|                                  |            |
|----------------------------------|------------|
| Not up to Fairfield Expectations | -10 points |
| Up to Fairfield Expectations     | 0 points   |
| Beyond Fairfield Expectations    | +10 points |



Greatly Beyond Fairfield Expectations

+15 points

- 5.1.2.6** Reviews of point assignments will only be undertaken by the Superintendent or designee where it is felt that there may have been an error in computation or in the assignment of points for education, certification, unique qualification or salary status.
- 5.1.2.7** Unless the teacher or immediate supervisor requests an update for new information, the points assigned will remain valid for a three-year period.
- 5.1.2.8** The Rating Scale shall be used in a manner which provides that the staff with the highest accumulation of points awarded will be retained and/or recalled first. In the event of a tie in the total number of accumulated points:
- a. The employee with the greatest number points under the job description Analysis shall be retained or recalled first.
  - b. In the event that there still exists a tie, the employee with the greatest number of years experience in full time public school education shall be retained or recalled first.
  - c. In the event that there still exists a tie, then the individual with the greatest number of years under contract in the Fairfield Public Schools shall be retained.
  - d. In the event that there still exists a tie, then the Superintendent will make a recommendation to the Board of Education whose decision shall be final.
- 5.1.2.9** When necessary to reduce teachers in Category e. (Tenured teachers with Professional Certification and fifteen (15) years or more of contracted service in the Fairfield Public Schools), reduction shall be according to seniority where least senior teachers are released before more senior teachers.

The employer will distribute to the FEA president one seniority list containing endorsements of all those Category e. teachers within the affected department or specialty field.

In the event that two or more staff within a department or specialty field have equal seniority, the following criteria shall determine precedence:

- i. Teacher with the higher total number of years creditable to the Connecticut State Teachers' Retirement Service.
- ii. Teacher with the earlier date of the Board's contract to hire.

- iii. In the event that there still exists a tie, then the Superintendent will make a recommendation to the Board of Education whose decision shall be final.

Exceptions to the "least senior before more senior" concept may be exercised in cases of patently unacceptable and documented violation of school policies and professional practices that have been placed in the personnel file within the previous five (5) years. Such violations and the possible ramifications on RIFing will be brought to the teacher's attention at the time of the violation.

## **5.2 RECALL OF SEPARATED CERTIFIED STAFF**

- a. A teacher within thirty 30 days of separation shall submit his/her name in writing by certified mail to the Superintendent of Schools to be placed on the Recall list, which Recall list shall be in effect for the next thirty-six (36) calendar months.
- b. A teacher will be recalled only to a department or specialty field in which that teacher has taught in the system. A teacher may be recalled to a comparable position in any department or specialty field in which he/she is certified and, in the judgment of the Superintendent of Schools, is qualified.
- c. The teacher must notify the Board of Education in writing of any address change within 30 days.
- d. A teacher who accepts a recall to a position of less than the full-time equivalency held by the teacher when separated, shall retain the right of recall to the next occurring full-time position or fraction above that to which he/she was recalled and for which he/she is certified and in the judgment of the Superintendent of Schools is qualified. The recall opportunity will be offered said teacher no later than the beginning of the school year following the availability of said higher FTE position.
- e. A teacher's refusal to accept a position under these Recall procedures, when the position offered is less than the full-time equivalency held by the teacher when separated, will not cause the teacher's name to be removed from the list.
- f. Recall must be based on a reversal of the Separation procedure for Reduction in Professional Staff.
- g. If a teacher desires to accept a position offered under the provisions of this section, said acceptance must be made by certified mail and postmarked within two (2) weeks of receipt of the offer.
- h. Written notice by certified mail shall be adhered to by both parties.

- i. No new teacher shall be hired in a certification area until all teachers on the recall list with that endorsement and who, in the judgment of the Superintendent, are qualified in that area, have been recalled or declined a position.
- j. Any teacher who requests appointment to a position of less than the FTE held at the time of separation shall not retain the option to return to a full-time position until all teachers on the recall list for that endorsement have been recalled.
- k. Any teacher separated under the provisions of this section shall have the same rights to the protection of the grievance procedure contained in Article XII as applied to a non-separated teacher.

### **5.3 SEPARATION OF HOLDERS OF DSAPS**

Should circumstances lead to a need to reduce the number of professional staff members, holders of durational shortage area permits (DSAPS) will be released before certified staff, provided there are appropriately certified teachers to perform the remaining work. Under no circumstances will an appropriately certified teacher be reduced while a DSAP holder remains in a position for which the DSAP teacher is certified.

## **ARTICLE VI**

### **LEAVES OF ABSENCE**

#### **6.1 GENERAL**

- a. Any tenured certified professional employee may be granted a leave of absence as approved by the Superintendent of up to two years without pay for the purpose of study, travel, service in an organization such as VISTA or the Peace Corps, employment in a field related to his/her teaching area, illness or other purpose.
- b. While on a leave the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board of Education in four equal quarterly payments in advance.
- c. Any person on leave of absence, upon filing written notice of intent to return at least 90 calendar days prior to expiration of the leave, shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the

leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement.

- d. In the event the Board has not received a written notice of intent to return within 80 calendar days prior to the expiration of the leave from a professional employee, the Board shall notify the individual at his/her most recently provided address by certified mail (return receipt requested) regarding his/her obligation to provide such written notice of intent to return within the next ten (10) business days. Failure to respond to this letter will constitute resignation.

## **6.2 CHILDREARING LEAVE**

Any certified professional employee shall be entitled, upon written request submitted to the Superintendent of Schools, or designee, to an extended leave without pay for purpose of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonable requested portion thereof in which the child is born, adopted, or fostered, and for an additional school year if requested by the employee.

Childrearing leave, shall be subject to the following provisions:

- a. Employees requesting leave shall submit not less than thirty calendar days written notice of the anticipated date of ending performance of duties.
- b. While on a leave, the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to the total of such premiums to the Board of Education in four equal quarterly payments in advance.
- c. Any tenured certified professional employee on childrearing leave, upon filing written notice of intent to return at least 90 calendar days prior to expiration of the leave, shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting of the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement. The expiration date of leave through the end of a school year is June 30.

- d. Non-tenured personnel on childrearing leave will be granted priority for a position in Fairfield Public Schools based upon certification. Every reasonable effort will be made to reinstate the person on leave of absence in the present position upon return.
- e. In the event the Board has not received a written notice of intent to return within eighty (80) calendar days prior to the expiration of the leave from a professional employee, the Board shall notify the individual at his/her most recently provided address by certified mail (return receipt requested) regarding her/his obligation to provide such written notice of intent to return within the next ten (10) business days. Failure to respond to this letter will constitute resignation.
- f. Personnel on childrearing leave who accept full-time employment or employment which approaches full-time may lose rights granted in this section at the discretion of the Superintendent. An individual coming under the provisions of this item is entitled to use of the grievance procedure.
- g. Any childrearing leave provided under this Collective Bargaining Agreement shall be used concurrently with FMLA leave.

### **6.3 SERVICE IN THE ARMED FORCES**

A teacher in the employment of the Fairfield Board of Education who enters the Armed Forces of the United States during a national emergency shall be entitled to the following:

- a. The same or a similar position in the school system upon his/her return from service.
- b. The salary upon renewal of service in the school system based upon the step in the salary schedule to which the teacher would have been entitled had he/she remained in continuous employment in the system.
- c. Credit for armed forces service time toward all seniority rights to which the teacher is entitled.
- d. A teacher who is under contract at the time of induction into the armed forces but who has not taught in the system shall be entitled to the following provision:
- e. Such teacher shall be placed at the head of the list of applicants for any vacancy for which he/she may be eligible at the time of his application for reinstatement.

- f. All applications for reinstatement under the above provisions shall be made within 90 days of termination of service in the Armed Forces of the United States.

## **ARTICLE VII**

### **INCLUSION OF SPECIAL EDUCATION CHILDREN**

#### **7.1 PRACTICES IN THE SCHOOL SYSTEM INVOLVING THE INCLUSION OF SPECIAL EDUCATION STUDENTS (Memorandum of Understanding)**

- a. The Board and the Association agree that the matter of educational practices in the inclusion of special education students is not properly a subject for collective bargaining; rather, it is a matter of school board policy and administrative regulation.
- b. The Board and the Association agree that the report and procedures outlined below should be undertaken by the school system in implementing special education programs.

#### **7.2 INCLUSION OF SPECIAL EDUCATION STUDENTS**

**Inclusion** of Special Education students will be done in a manner consistent with the following policies and procedures:

- a. When a classroom teacher is required to attend a PPT, Early Intervention Plan (EIP) meeting or any other meetings, that teacher is not responsible for covering, providing, and arranging for instruction in the regular class.
- b. Every effort should be made to balance the distribution of students with special needs in arranging staff schedules.

##### **7.2.1 Notification to staff of IEP Goal Requirements (Administrative Policy) \***

##### **7.2.2 Right to call for a Planning and Placement Meeting (Administrative Policy) \***

## **ARTICLE VIII**

### **FRINGE BENEFITS**

#### **8.1 INSURANCE**

- a. The Board shall continue, through the life of this Contract, to provide medical, RX and dental insurance benefits under the State of Connecticut 2.0 Plan, as amended in 2017 and as may be amended from time to time, and as set forth under the conditions set forth in the Memorandum of Understanding that was signed by the Board and the Union on February 5, 2016 and February 8, 2016,

respectively (unless the Board decides to withdraw under the terms of said Memoranda). The Board may further provide such benefits so long as it is done in accordance with the terms of said Memorandum.

During the term of this collective bargaining agreement, the employees shall pay the following premium cost share:

- Effective July 1, 2018 – 23%
- Effective July 1, 2019 – 23%
- Effective July 1, 2020 – 23%

The remainder of the language in this Article shall remain in this agreement in case reference thereto is made necessary under said Memorandum of Agreement.

The Patient Protection and Affordable Care Act has set forth and codified under the Internal Revenue Code the imposition of an excise tax related to employer-provided health insurance plans that exceed certain value thresholds. The imposition of the excise tax is currently scheduled to take effect in 2020. Should any federal statute or regulation pertaining to the ACA be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, and the Board is in any way obligated to pay such tax, the parties agree to commence mid-term negotiations in accordance with the Teachers Negotiation Act. During such mid-term negotiations, the parties will reopen the Insurance Benefits Section for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

The teachers' premium cost shares for the PPO will be based on allocation rates if the plan is self-funded, and based on fully insured equivalent rates if the plan is fully insured.

The Board may implement a comprehensive plan as an alternative to the PPO plan; and may also implement an HDHP/HSA plan as an alternative to the PPO plan. Details and premium cost share of the comprehensive plan or HDHP/ HSA plan shall be as determined by the Board. Participation by any teacher in the comprehensive plan or HDHP/ HSA plan is voluntary.

Effective July 1, 2015, the PPO (insurance and prescription) Plan design and copayments are as follows:

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



|                   |           |  |
|-------------------|-----------|--|
| Rx Annual Maximum | Unlimited |  |
|-------------------|-----------|--|

- (1) Out-of-Pocket maximum equals deductible plus coinsurance maximum
  - (2) high cost diagnostic procedures include CAT, CTA, PET, SPECT, MRA and MRI
  - (3) mandatory generic substitution, and 30 day supply at retail, unless specified DAW
- b. Effective July 1, 2018, the employee shall pay 23% of the cost share.
  - c. A long-term disability insurance plan for the employee providing sixty percent (60) of his/her respective salary after a one hundred and eighty (180) day elimination period. Benefit payable should include but not be limited to such for sickness and accident to age 65, rights of survivorship, and primary social security leveled at the time of disability. The employee must apply to the State Teachers' Retirement for disability when filing for coverage under disability insurance. The employee will pay a premium cost share of \$.80 cents per month.
  - d. The Board shall have the right to provide increased or substantially equivalent coverage to the life insurance and aforementioned medical insurance provisions. The Board shall formally consult with the Association at least 60 days prior to the institution of any change in these provisions. Nothing herewith shall in any way diminish the benefits described above and/or modify the Plan administration (or function) to such an extent that teachers are no longer provided the substantially equivalent or increased coverage enjoyed from these specific insurance policies, except as may otherwise result from application of the Medical Insurance Sideletter.
  - e. The parties, if unable to define substantially equivalent coverage, shall submit the dispute to the American Arbitration Association to provide an arbiter specializing in matters of insurance benefits and be bound by the ruling of the A.A.A.
  - f. Recovery Incentive Program. Teachers are encouraged to scan their hospital bills for overcharges and shall be paid 25% of all monies recovered.
  - g. Any teacher may elect to resume board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.
  - h. The Board of Education has established an IRS Section 125 for treating premium payment on a pretax arrangement. As of 1996-97, Subsections 106, 109, 119 will be available provided a sufficient number volunteer to participate. Participants shall pay any operating fees. Under Section 125,

the Board of Education will make available those subsections that relate to dependent care and excess medical expenses.

- i. The Board agrees to offer retiring teachers who, upon retirement, will be collecting a retirement allowance from the Connecticut Teachers Retirement Act, including dependents, the option to continue to be covered by the following: a, b, c, and d above, and as those plans may be from time to time amended through collective bargaining for active employees.

Upon retiring on or after July 1, 1993, teachers with sufficient quarters to qualify for automatic Medicare Part A coverage at age 65 will be covered with medical insurance as required by Connecticut State Statute with costs borne by the employee.

This medical coverage will include a Medicare carve out. The Medicare carve out will be designed to coordinate with Medicare in order to provide a similar benefit to those enjoyed by active employees. The Medicare carve out will assume that plan participants are covered by Medicare Parts A and B and these are primary to the Board's medical insurance even in the event that the participant does not take Medicare Part A and Part B, if eligible.

- j. Payment by Retirees: Group rate premiums are to be paid quarterly in advance to the Board of Education.
- k. The Board shall mail and/or e-mail annual premium payment bill notification and any plan documentation to said retiree. Any subsequent amendments or change in insurance carrier shall also be mailed to participating retirees.
- l. The teacher must certify annually, on a form, provided by the Board, as to the dependent status of those enrolled in any of the Board's insurance programs, as well as provide information as to any qualifying events affecting eligibility.

## **8.2 DEATH BENEFIT**

Each certified employee shall be provided with life insurance in a principle amount of \$50,000. Coverage extends through the summer for personnel remaining in the employment of the Fairfield Public Schools.

## **8.3 NATIONAL HEALTH INSURANCE**

In the event that the Congress of the United States enacts a national health insurance program or the State of Connecticut enacts a state-wide insurance program which would duplicate any of the group insurance benefits provided by the

Board under this Agreement, when and in that event, the Board and the F.E.A. shall meet to:

- a. verify the area(s) of duplication;
- b. verify the amount of money by which premiums will be reduced by the Board through elimination of that part of the Board's group insurance program which reflects said duplication, and;
- c. determine if there are rebates due, their amounts and their distribution.

## ARTICLE IX

### PROFESSIONAL GROWTH PROGRAM

The unique needs of program and students in Fairfield, and the successful efforts undertaken by staff, justifies the Board's providing financial support for these professional growth activities in accord with the following provisions.

The Fairfield Education Association and Fairfield Board of Education have jointly developed, under the provisions of the Connecticut General Statutes, the Program for Evaluation of the Professional Staff. Through this program, teacher strengths and weaknesses are identified and goals are set for capitalizing upon strengths and improving teacher performance in appropriate areas. Teachers will maintain their qualifications for teaching through appropriate certification and study as determined by the "Focusing Form For Competent Tenured Staff on Goal Setting". Staff are granted the regular salary increment or salary adjustment (MX or MY) as they maintain qualifications through professional growth activity.

#### Provisions for Reimbursement:

1. At the discretion of the superintendent or designee, teachers will be reimbursed for the cost of conference expenses, workshop registration, and professional leaves that are incurred in pursuit of professional growth. In order to be reimbursable, such activities must be both:
  - a. identified by and agreed to between the staff member and his/her supervisor, and;
  - b. approved by the superintendent or his/her designee.

The amount of reimbursement for such activities shall be at the discretion of the superintendent or designee, and up to 100% of such cost.

2. Costs of college/university courses which have:
  - a. been identified by and agreed to between the staff member and his/her supervisor, and;
  - b. received prior approval by the superintendent or his/her designee, will be reimbursed according to the following:
    - i. Courses that relate to one's teaching assignment will be reimbursed at 80% of the cost for the first course taken during the contract year and 50% for the second.
    - ii. Courses taken to add an additional endorsement to a Professional certificate will be reimbursed at one-third the cost.
    - iii. Courses approved for degree change shall be reimbursed at 25% of the cost.
    - iv. Reimbursement for courses will be in direct proportion to their FTE for part-time teachers.

If a request satisfies two of the above mentioned categories, then the higher rate shall prevail. In any contract year, the Board is obligated to a limit of two courses, not to exceed ten (10) graduate credits maximum. Reimbursement for dissertation advisement will be limited to a maximum of two semesters.

3. A professional growth leave normally requires approval by the superintendent during the fiscal year prior to any granting and such leaves shall not be granted to more than 2% of the total staff in any one year. Full reimbursement under this program shall be given for college and/or university tuition that is paid to any accredited institution of higher learning, provided that the teacher already holds a Master's Degree.
4. Upon completion of the approved Professional Growth Activity, reimbursement shall be given by submission to the Personnel Office. Requests must be submitted within 60 days of the employee's receipt of his or her final grade in a class.
5. Return from Professional Growth Leave

Any person on professional growth leave, as described in this section, shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the

requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement.

## **ARTICLE X**

### **SALARIES**

#### **10.1 SALARY UPON APPOINTMENT**

- a. No regular teacher shall be appointed at a salary lower than that of the first step on the Teachers Salary Schedule within the training level column in which such person belongs.
- b. In the initial placement of new staff on the salary schedule, the Superintendent may place the staff member on the proper step of the salary schedule according to his/her previous record of teaching service or education, or give placement credit for non-teaching experience related to the area of the teacher's professional responsibility or assignment, or may place the teacher on the step the Superintendent feels is necessary to employ the teacher, in areas of teacher shortage as identified by the State Department of Education or by Fairfield's own staffing needs as reflected in current teacher vacancies which the Board is unable to fill.
- c. The word "service" shall be interpreted as (i) any service recognized by the State Teachers' Retirement Board, or, (ii) teaching service in a private school.

#### **10.2 PAY PLAN OPTION**

- a. The Board of Education shall allow any member of the certified staff to select payment of annual salary in one of the following manners:
  - i. 22 pay plan.
  - ii. 26 pay plan.
  - iii. 21 pay plan, plus a 22nd check which represents 5/26ths of the annual salary.
- b. Initial Check for the Year:
  - i. If the teacher school year commences before Labor Day then the first pay date shall be the Friday following Labor Day. Subsequent paychecks will be in intervals of no more than two weeks.

- ii. Should the teacher school year start after Labor Day then the first pay date will be the eighth school day of employment. Subsequent paychecks will be in intervals of no more than two weeks commencing on the second Friday following.
- iii. All 10 1/2 month employees will be issued their first pay check for the school year on the first Friday following Labor Day and then follow the calendar as noted above for subsequent pay checks.

c. Extra Pay Payment

- i. The extra pay salaries for sports/activities will be divided into 5 *equal payments* on the following schedule for seasonal appointments:
  - Fall- on the fourth through eighth payroll
  - Winter - on the eleventh through fifteenth payroll
  - Spring - on the seventeenth through the twenty- first
- ii. The extra pay salaries for sports/activities will be divided into 5 *equal payments* on the following schedule for yearlong appointments:
  - Last payday in October
  - Last payday in December
  - Last payday in February
  - Last payday in April
  - Last payday in June

### 10.3 DEGREE CHANGE

In order to be placed on a new lane at the start of one year, notice of intention to complete applicable lane change requirements must be submitted in writing to the Personnel Office no later than the preceding October 1. The Personnel office shall notify staff prior to October 1st of the October 1st deadline. A teacher who provides said notice shall not be penalized for failure to complete lane change requirements. This section shall not otherwise affect the current practice regarding the time of recognition of degree changes.

To move from one salary schedule to another, the following evidence must be presented to the administration:

- a. To go from the "Bachelor's" schedule to the "Master's" schedule, satisfactory evidence (official transcript) that a Master's degree has been earned.

b. To go from the "Master's" schedule to the "Sixth Year" schedule, satisfactory evidence that one of the following requirements has been met. All work, or its equivalent, shall have been completed within the last eight years:

- i. Thirty hours of approved graduate work at accredited colleges or universities (official transcript or transcripts required).
- ii. Writing a book which would be within the professional scope of the person and which shall have been accepted for publication.
- iii. Travel of at least one year duration that shall have been accompanied by specific plans and objectives consistent with a field of concentration.
- iv. Teacher's participation in Exchange Teacher Program that shall have included an intense program of study and teaching and a series of planned visitations that shall insure personal contacts with the people and culture of a land.
- v. A minimum of twenty-two (22) hours of graduate work and a maximum of eight credits for equivalent activities such as noted below.

The relative value of these activities and the amount of credit they shall receive (within the range of 2 to 8 credits) shall be determined by the Superintendent or designee and the existing Board of Credit Review in the event of an appeal by any person involved. No more than 6 credits shall be awarded in any one category.

(a) Travel of not less than two months duration, but containing a planned program with specific objectives. The planned program shall be NEA or university sponsored.

(b) Writing of two articles that shall have been published in a recognized professional publication.

c. For teachers on the Sixth Year schedule to receive a Seventh Year stipend, satisfactory evidence shall be submitted that thirty (30) hours of approved graduate work at accredited colleges or universities (official transcripts required) beyond the Sixth Year

have been earned. All work, or its equivalent, shall have been completed within the last eight years.

If one has earned thirty (30) hours of approved graduate work at accredited colleges or universities in order to move from a "Master's" to the "Sixth Year" schedule, then movement from the "Sixth Year" schedule to entitlement for the "Seventh Year" stipend may also be accomplished by submitting satisfactory evidence of ii through v above.

Seventh Year stipend shall remain at the dollar amount provided in the 1996-97 contract year. Teachers hired for the 1997-98 school year and thereafter shall not be eligible for the Seventh Year stipend.

#### **10.4 SALARY PROVISIONS**

- 10.4.1**      a.      The teacher salary schedule for the 2015-2016 school year is set forth in Appendix B. The teacher salary schedule for 2016-2017 shall be as set forth in Appendix C. The teacher salary schedule for 2017-2018 shall be as set forth in Appendix D.

Personnel with a position which extends beyond the school year referred to in §10.4.4, shall have each additional day compensated at their individual per diem salary for each additional work day.

For ten and one half month positions, a multiplier of 1.053 will be utilized.

- b.      The salary for staff members who hold vocational certificates but do not have a bachelor's degree shall be \$500 less than the appropriate step on the BA lane.
- c.      If the Board establishes an eleven month work year for any bargaining unit position, a 1.095 multiplier will be utilized. No current employee (on the payroll as of June 30, 2004) will be required to occupy any such position.

- 10.4.2**      The work year for coordinators, deans, school psychologists, social workers, audiologists, school counselors, work/study specialists and all other teachers referred to in 10.4.1, shall be the teacher work year plus the five (5) consecutive non-holiday workdays immediately preceding and the five (5) consecutive non-holiday workdays following the teacher year.

The regular work year for teachers who are hired and/or assigned in 1993-94 or thereafter to any of the positions referenced in this subsection, shall be the regular teacher work year. Increases beyond the regular work year or



decreases back to the regular work year for these teachers are changes of assignment, with corresponding changes in compensation.

The required flexibility as set forth in the settlement agreement of the school psychologists' grievance dated January 1992 shall continue. Scheduling of the workdays in excess of 187 days must be reasonable in time and scope.

**10.4.3 Length of the Teacher's Day**

If the teacher's day is lengthened beyond the hours in effect during the 1999-2000 school year, either party may submit after prior negotiations, the issue to binding arbitration to determine the remedy.

**10.4.4 Length of the School Year**

If the scheduled employment year is extended beyond the 187 days in effect in 2002-2003 either party may submit, after negotiations, the issue to binding arbitration to determine the remedy.

**10.4.5** In order to allow the scheduling of evening conference nights, teachers and students would have an early release day with teachers returning for a time not to exceed the afternoon release time in the evening. Conferences should be scheduled district-wide during the conference week for either the elementary or middle school level. Teachers without conference responsibilities will adhere to the normal schedule. Evening conferences shall not exceed three (3) per year.

**10.4.6 Evening Meeting Attendance**

Attendance by School Counselors, Social Workers and Psychologists at evening meetings will be divided evenly to the extent possible among the above referenced positions by the Director Pupil Personnel Services.

**10.5 EXTRA COMPENSATION FOR EXTRA CLASS ACTIVITIES (See Appendix's E, F & G)**

a. Appendix E: Effective July 1, 2018, the extra pay salary schedule will be the same as the prior year.

Appendix F: Effective July 1, 2019, the schedule will be the same as the prior year.

Appendix G: Effective July 1, 2020, the schedule will be the same as the prior year.

- b. All extra pay staff shall sign an individual agreement for each assignment they accept.

#### **10.5.1 Placement of Personnel on Schedule and Payment**

- a. If an individual has had experience in the extra class activities program and is appointed to the same assignment, he/she will be placed on the appropriate step of the schedule according to his years of experience in the assignment.
- b. If an individual changes assignments outside of his/her category (e.g., from yearbook advisor to chess advisor), he will be placed on the first step on the new assignment.
- c. If an individual changes assignments within the same category, then the following pattern will apply:
  - i. If the assignment is upgraded (e.g., from assistant football coach to Varsity football coach), then the individual will be placed on the nearest step to earning more dollars than he/she is currently receiving.
  - ii. If the assignment is downgraded (e.g., from Varsity tennis coach to JV Tennis coach), then the individual will be placed on the appropriate step reflecting his/her years of experience in the category.
- d. If an individual new to Fairfield is appointed to an activity he/she will be placed on the schedule reflecting previous comparable experience on the same level. It is the responsibility of the individual to submit adequate proof of the previous experience.

#### **10.5.2 Provisions for Modifications**

- a. Qualifications for Participation
  - (aa) In order to participate in the extra compensation program, a staff member must:
    - i. be designated by the building administrator as the advisor of an approved activity.
    - ii. show evidence that the duties related to such activity are beyond those designated as the basic teaching responsibility.

iii. be endorsed by the building administrator that such duties conform to the job description.

iv. submit such documentation to the Board of Review for study and point assignment.

(bb) When a vacancy occurs in a building in the extra compensation program, the administration shall announce the position on a system-wide basis. If there is no qualified, competent applicant in the Fairfield Public Schools, the position will then be opened to qualified, competent persons outside the Fairfield Public Schools.

b. Extra pay will not be considered for duties that are basic teaching responsibilities.

#### **10.5.3 Provisions for Supervision and Evaluation**

a. All approved activities in the Extra Compensation Program will be under the supervisory responsibility of the appropriate building administrator.

#### **10.5.4 Board of Review**

a. A Board of Review with representation from the Association and Administration shall be created for the purpose of studying requests for the inclusion of additional activities, and making recommendations to the Superintendent or his/her authorized designee regarding the placement of such activities on the extra pay salary schedule on a once-a-school-year basis. This committee shall meet by October 15 of each school year. No activities under this section shall constitute negotiations.

b. Membership on the Board of Review shall include the following:

(aa) Four members, including the Chairman, drawn from the non-teaching staff to be appointed by the Superintendent.

(bb) Four members of the teaching staff representing all levels to be appointed by the President of the Fairfield Education Association.

c. Appointment to the Board of Review shall be for a three-year term on a staggered basis to provide for continuity of operation.

- d. The operating procedures shall be determined by the Board of Review.

**10.5.5 Grievances**

All grievances related to the implementation of this program shall follow established procedures.

**10.6 OTHER SALARY PROVISIONS AND SCHEDULES**

**10.6.1 Adult Education**

The Board of Education shall maintain a uniform Salary Schedule for certified teachers. The opportunity to teach in the program will be first offered to certified employees of the Fairfield Board of Education.

**10.6.2 Homebound Tutoring**

The hourly rate for homebound tutors shall be \$38.76.

**10.6.3 Summer and Curriculum Workers**

The hourly rate of pay for curriculum workers and approved summer work shall be \$40.70 effective July 1, 2015.

**10.6.4 Summer School**

- a. The hourly rate of pay for summer school teachers shall be \$38.76.
- b. Summer school principals will be paid \$4,828.68.
- c. Grievance procedures will follow the regular day school procedures for members of this bargaining unit.
- d. Recruitment of Teachers
  - aa. Positions will be offered first to qualified members of the Fairfield Public School certified staff who have applied for summer school.
  - bb. Selection of teachers will be based on the following criteria:
    - i. Certification appropriate to the assignment.
    - ii. Prior teaching experience in the appropriate subject area or level.

- e. The teacher will be notified in writing of his/her appointment as soon as possible.
- f. The normal school day for summer school teachers will extend from 8:00 am to 12:30 pm.

**10.6.5 Special Assignments, Ticket Selling and Collecting at Varsity Football and Basketball, Volleyball and Track Meets.**

If done by teachers, will be a special assignment done on a voluntary basis. Teachers who apply for and are accepted for these special assignments will be paid the following:

|  |         |
|--|---------|
| Ticket collector/Scoreboard Operator/Announcer/Linesperson/<br>Track Timer (dual meet) | \$45.00 |
| Ticket Seller (accountable for money) and Track Starter (dual meet)                    | \$50.00 |
| Track Timer (tri-meet)   | \$55.00 |
| Track Starter (tri-meet)<br>\$60.00  |         |
| Track Timer (quad-meet)  | \$65.00 |
| Track Starter (quad-meet)  | \$70.00 |

If done by teachers, will be a special assignment done on a voluntary basis. Teachers who apply for and are accepted for these special assignments will be paid the following as of July 1, 2011:

|  |         |
|--|---------|
| Ticket collector/Scoreboard Operator/Announcer/Linesperson/<br>Track Timer (dual meet) | \$45.90 |
| Ticket Seller (accountable for money) and Track Starter (dual meet)                    | \$51.00 |
| Track Timer (tri-meet)   | \$56.10 |
| Track Starter (tri-meet)<br>\$61.20  |         |
| Track Timer (quad-meet)  | \$66.30 |
| Track Starter (quad-meet)  | \$71.40 |

**10.6.6 Secondary Intramural Supervisors**

The hourly rate for Secondary Intramural Supervisors shall be \$31.83.

**10.6.7 Middle School Team Liaison**

The annual rate of pay for Middle School Team Liaison shall be \$3,893.34.

**10.6.8 High School Department Liaison**

The annual rate of pay for High School Department Liaison shall be \$3,893.34.

**10.6.9 Mentors**

The annual rate of pay for Mentors shall be \$1,143.42.

**10.6.10 Subject Area Lead Teacher**

The annual rate of pay for Subject Area Lead Teacher shall be \$1,373.94.

**10.6.11** There will be no increase to the 2018-2021 rates above for the term of the Agreement.

**10.6.12 In-District Professional Development** - For each hour of presentation of an in-district professional development activity, each presenter will be compensated for one and one-half hours of planning time at the curriculum per hour rate. This compensation stipend shall be paid only once for the same presentation topic, even if the topic is delivered more than once.

**10.7 PAYROLL DEDUCTIONS**

The Board of Education shall allow any member of the certified staff to change payroll deductions for credit union and annuities with 30 days advance notice.

**10.7.1 PAYROLL SLOTS**

The Board of Education shall provide two (2) additional payroll deduction slots. One shall be for additional contributions to the FEA (the account addressee) and the other shall be for voluntary individualized accounts which will be administered at no cost to the Board.

**10.7.2 DIRECT DEPOSIT**

Effective July 1, 2015, all employees must enroll in direct deposit.

## **10.8**

### **DUES DEDUCTION AND SERVICE FEE DEDUCTION**

#### **1. CONDITIONS OF CONTINUED EMPLOYMENT**

All bargaining unit employees of the Fairfield Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

#### **2. DEDUCTIONS**

- a. The Board shall deduct a service fee from the pay of teachers who are not members of the Association in ten equal amounts commencing with the first paycheck in January. The amount of Association service fee shall be certified by the Association to the Board of Education prior to December 1.
- b. In the event a unit member resigns or otherwise terminates his or her employment or receives a leave of absence, the Association shall inform the Board of Education of the amount of service fees to be deducted from the final check.
- c. The Association shall meet its legal obligations to inform non-members as to the service fees and their deductions, and the Board shall refer all inquiries concerning service fees to the Association.

#### **3. SUBSEQUENT EMPLOYMENT**

Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year. Teachers hired after October 1 will have their service fees deducted in equal installments from the remaining paychecks, from which service fees are deducted.

#### **4. FORWARDING OF MONIES**

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month in accordance with present practice. The Board shall include with such check a list of teachers for whom such deductions were made.

5.     LISTS

No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

6.     REFERENCE TO ASSOCIATION

The singular reference to the "Association " herein shall be interpreted as referring to the Fairfield Education Association, the Connecticut Education Association, and the National Education Association.

7.     SAVE-HARMLESS

The Association shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

**ARTICLE XI**

**GRIEVANCE PROCEDURE**

A grievance is a specific claim of a violation of the rights of employment allegedly caused by a misinterpretation or inequitable application of established policy or the terms of the Collective Bargaining Agreement. A grievance may be brought by an individual who is a member of the bargaining unit or by the President acting for the Association.

**Step 1:**     **Informal Level** - In an effort to resolve the issue, the individual (and/or representatives of the Association) who is aggrieved, discusses the matter informally with his or her immediate supervisor or the person whose decision or action gave rise to the grievance, who for the purpose of this grievance procedure, shall be referred to as "supervisor". Such discussion must be requested within thirty (30) school days of the action causing the matter to have occurred. No formal written records other than the date when such request was made will be maintained at Step 1. It is understood that the grievant has attempted to resolve the problem on his/her own before initiating Step 1.



**Step 2:**        **Formal Level** - Failing a resolution of the issue at the informal level in Step 1, the aggrieved individual prepares a written statement of the grievance and requested remedy and submits it within five (5) days of the meeting in Step 1 to the supervisor. The written statement will contain the following:

- a.        A statement of the nature of the dispute.
- b.        A citation of the specific contract or policy language alleged to have been violated (or past practice, policy, and regulation).
- c.        A terse statement of what action has given rise to the grievance.
- d.        A statement of what remedy the grievant is seeking. The supervisor will respond in writing to the formal statement of the grievance within three (3) days of its presentation. Should other members of the administrative and supervisory staff, other than the Superintendent, have line authority over the supervisor involved in Step 3 proceedings, the aggrieved individual and/or representatives of the Association, if not satisfied with the administrative reply, may initiate similar Step 2 proceedings with the next level of administration. Under an additional Step 2 procedure, the same requirements apply to the grievant and the administrator as in the initial Step 2 process.

**Step 3:**        **Superintendent's Level** - If the grievant, and or the Association, is not satisfied with the response at Step 2, a copy of the grievance and any written administrative replies are to be forwarded to the Superintendent of Schools within three (3) days of receipt of the response. The Superintendent of Schools will schedule a hearing, which will take place within (5) days of receipt of the grievance. Effort will be made at the grievance hearing to resolve the differences between the parties to the dispute. If the grievant and/or the Association and Superintendent agree, however, a hearing may be waived. If a resolution is not possible, the Superintendent will issue a written decision on the matter within three (3) days of the hearing or receipt of the written grievance statement if no hearing is held.

**Step 4:**        **Board of Education Level** - If the aggrieved and/or the Association is not satisfied with the Superintendent's decision, he or she may, within three (3) days after the decision, submit the grievance for appeal to the Board. The Board shall, no later than its next scheduled meeting, or within fifteen (15) days, whichever occurs first, meet with the grievant and any representative of the Association for the purposes of hearing the grievance and making a determination in the matter. The Board shall render its decision and the reasons therefore in writing to the aggrieved person with copies to the Association within three (3) days after such meeting.

**Step 5:**      **Arbitration Level** - If the Association is not satisfied with the disposition of the grievance by the Board, it may, within twenty (20) days of receipt of such Board decision submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association and notifying the Board in writing. The Chairman of the Board and the President of the Association, or their designated representatives, shall, within five (5) days after such written notice, jointly select a single arbitrator or request from the American Arbitration Association their listing of available arbitrators. If the parties are unable to agree upon an arbitrator, it is agreed that the selection of an arbitrator shall be determined by the then existing rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to alter, amend, delete or disregard provisions of this Agreement, and the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the provisions of the Agreement. The decision of the arbitrator shall be binding upon all parties only where the grievance is a claim of a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement. The decision of the arbitrator on grievances claiming a violation allegedly caused by misinterpretation or inequitable application of established policy shall be advisory unless the parties agree in writing beforehand that such decision shall be binding upon all parties of interest. The cost for the services of the arbitrator shall be borne equally by the Board and the Association. If the arbitrator's award is binding, nothing shall prevent either party from attempting to modify, vacate, or enforce such decision in court.

**General Provisions:**

1.      All days referred to in Article XI shall be school days.
2.      If possible, any grievance filed prior to June 1 would be processed within the current school year.
3.      Any grievance filed that reaches the stage of arbitration on or after May 15, shall become a matter of expedited arbitration in order to resolve this matter during the current school year.
4.      Time limits may be extended by mutual agreement, in writing, of the parties involved.
5.      The term "Representative of The Association" shall be interpreted to include any representative of the CEA or NEA who may be requested by the FEA.
6.      Rights of Teachers to Representation:

a. No reprisals of any kind shall be taken by the Board of Education or by any member of the administration against any teacher by reason of his/her participation in the grievance procedure or his/her support of any participant in the grievance procedure.

b. Any aggrieved person may be represented at any stage of the grievance procedure by a bargaining unit member of his/her own choosing, and he/she may not be represented by a representative of any teacher organization other than the Association. When an aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at any stage of the grievance procedure.

## **ARTICLE XII**

### **CONTINUATION CLAUSE**

Any section included in this Collective Bargaining Agreement shall be automatically included in any subsequent Collective Bargaining Agreement after the same has been duly adopted, ratified and approved by all applicable parties and authorities provided that no provisions of such sections has been a subject of negotiations between the parties. This clause shall survive the duration of this document.

## **ARTICLE XIII**

### **JUST CAUSE**

- a. No teacher shall be disciplined in any manner without just cause. This provision does not apply to teacher terminations which are covered under Connecticut General Statute §10-151.
- b. Unit members shall have the right to respond to any document or material placed in their personnel file or permanent record, and their response shall be attached to the file copy.
- c. Unit members shall have the right upon request to review and copy the contents of his/her own personnel file. Unit members have the right to have other individuals with proper authorization review their personnel file or permanent record.

## **ARTICLE XIV**

### **SEVERABILITY**

In the event that any provision of this Agreement at anytime is declared invalid by any Court of competent jurisdiction or becomes invalid by passage of, or operation, of any law, federal or state, such action shall not invalidate the other provisions of this Agreement. It is the express intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect during the term thereof.

## **ARTICLE XV**

### **DURATION**

Effective July 1, 2018, this Collective Bargaining Agreement shall extend through June 30, 2021. If either party wishes to amend or modify any provision of this Agreement, it shall do so in accordance with Article II, Procedures for Conducting Negotiations, as set forth in the Collective Bargaining Agreement.


## **ARTICLE XVI**

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If the State of Connecticut at any time during the term of this Agreement forces TRB funding upon the municipality, the Board of Education may re-open this contract in order to negotiate all impacts of such action(s) upon the collective bargaining relationship between the board and the union. If such mid-term bargaining fails, the parties shall resolve said issues through the binding interest arbitration procedures set forth in Connecticut General Statutes 10-153. The Board shall further have this ability in the event the State elects to not fund the Teachers' Retirement Board contributions, payments or obligations, or otherwise places such responsibilities onto the Town and/or Board in whole or in part. This section shall sunset at the end of the term of this Agreement


In Witness Whereof, the parties have caused their names to be signed.

FAIRFIELD EDUCATION ASSOCIATION

  
\_\_\_\_\_  
Robert Smoler, President

1/17/18  
\_\_\_\_\_  
Date

FAIRFIELD BOARD OF EDUCATION

  
\_\_\_\_\_  
Philip Dwyer, Chairman

1/17/18  
\_\_\_\_\_  
Date

APPENDIX B  
FAIRFIELD TEACHERS  
10-Month Employees  
2018-19

| Step | BA     | MA     | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|------|--------|--------|----------------------|----------------------|-----------|
| 1    | 47,120 | 51,831 | 56,541               |                      | 61,253    |
| 2    | 48,632 | 53,495 | 58,356               |                      | 63,220    |
| 3    | 50,149 | 55,164 | 60,177               |                      | 65,192    |
| 4    | 51,714 | 56,809 | 61,903               |                      | 66,998    |
| 5    | 53,241 | 58,336 | 63,431               |                      | 68,526    |
| 6    | 55,026 | 60,120 | 65,215               |                      | 70,309    |
| 7    | 57,573 | 62,667 | 67,762               |                      | 72,857    |
| 8    | 61,648 | 65,978 | 71,073               | 73,006               | 76,168    |
| 9    | 64,961 | 69,545 | 74,639               | 77,028               | 79,734    |
| 10   | 66,490 | 73,112 | 78,207               | 80,595               | 83,301    |
| 11   | 68,527 | 76,679 | 81,775               | 84,161               | 86,869    |
| 12   | 70,564 | 81,011 | 85,340               | 87,728               | 90,435    |
| 13   | 72,092 | 84,321 | 89,670               | 92,058               | 94,000    |
| 14   | 73,620 | 85,849 | 92,983               | 97,042               | 98,331    |
| 15   | 75,659 | 87,887 | 94,511               | 100,244              | 101,643   |
| 16   | 78,173 | 90,689 | 97,312               | 103,046              | 104,445   |
| 17   | 80,206 | 92,983 | 100,114              | 105,847              | 107,247   |
| 18   | 80,206 | 95,811 | 103,506              | 109,104              | 111,202   |
| 19   | 80,206 | 98,852 | 107,194              | 112,712              | 115,536   |

All teachers shall remain on the same step on the salary schedule.

**APPENDIX B**  
**FAIRFIELD TEACHERS**  
**10.5-Month Employees**  
**2018-19**

| Step | BA     | MA      | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|------|--------|---------|----------------------|----------------------|-----------|
| 1    | 49,662 | 54,627  | 59,594               |                      | 64,561    |
| 2    | 51,256 | 56,381  | 61,507               |                      | 66,633    |
| 3    | 52,854 | 58,140  | 63,425               |                      | 68,712    |
| 4    | 54,505 | 59,876  | 65,246               |                      | 70,616    |
| 5    | 56,117 | 61,486  | 66,858               |                      | 72,227    |
| 6    | 57,996 | 63,365  | 68,737               |                      | 74,106    |
| 7    | 60,680 | 66,051  | 71,422               |                      | 76,790    |
| 8    | 64,977 | 69,542  | 74,913               |                      | 80,281    |
| 9    | 68,455 | 73,300  | 78,671               | 80,594               | 84,040    |
| 10   | 70,066 | 77,058  | 82,431               | 84,947               | 87,800    |
| 11   | 72,227 | 80,819  | 86,190               | 88,706               | 91,559    |
| 12   | 74,374 | 85,384  | 89,948               | 92,464               | 95,318    |
| 13   | 75,790 | 88,874  | 94,512               | 97,030               | 99,076    |
| 14   | 77,402 | 90,485  | 98,003               | 102,283              | 103,640   |
| 15   | 80,495 | 92,633  | 99,615               | 105,657              | 107,131   |
| 16   | 83,413 | 95,586  | 102,568              | 108,610              | 110,086   |
| 17   | 83,413 | 98,003  | 105,520              | 111,563              | 113,039   |
| 18   | 83,413 | 100,938 | 109,049              | 114,952              | 117,161   |
| 19   | 83,413 | 104,097 | 112,892              | 118,710              | 121,682   |

All teachers shall remain on the same step on the salary schedule.

APPENDIX C  
FAIRFIELD TEACHERS  
10-Month Employees  
2019-20

| Step | BA     | MA      | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|------|--------|---------|----------------------|----------------------|-----------|
| 1    | 47,120 | 51,831  | 56,541               |                      | 61,253    |
| 2    | 48,703 | 53,572  | 58,441               |                      | 63,312    |
| 3    | 50,156 | 55,172  | 60,185               |                      | 65,201    |
| 4    | 51,787 | 56,965  | 62,142               |                      | 67,320    |
| 5    | 53,337 | 58,515  | 63,694               |                      | 68,872    |
| 6    | 54,891 | 60,069  | 65,248               |                      | 70,426    |
| 7    | 56,965 | 62,142  | 67,320               |                      | 72,498    |
| 8    | 60,069 | 65,248  | 70,426               | 73,006               | 75,605    |
| 9    | 65,248 | 68,872  | 74,050               | 76,479               | 79,229    |
| 10   | 66,804 | 72,498  | 77,676               | 80,104               | 82,854    |
| 11   | 68,357 | 76,123  | 81,303               | 83,729               | 86,479    |
| 12   | 70,945 | 79,750  | 84,928               | 87,353               | 90,107    |
| 13   | 72,498 | 84,928  | 88,551               | 90,979               | 93,729    |
| 14   | 74,050 | 86,479  | 93,729               | 96,156               | 97,354    |
| 15   | 75,605 | 88,033  | 95,285               | 101,111              | 102,532   |
| 16   | 78,195 | 90,622  | 96,835               | 102,665              | 104,086   |
| 17   | 81,521 | 93,729  | 100,979              | 106,806              | 108,228   |
| 18   | 81,521 | 95,285  | 102,532              | 108,359              | 109,783   |
| 19   | 81,521 | 100,473 | 108,952              | 114,560              | 117,431   |

All teachers not at maximum shall advance one step on the salary schedule.



APPENDIX C  
FAIRFIELD TEACHERS  
10.5-Month Employees  
2019-20

| Step | BA     | MA      | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|------|--------|---------|----------------------|----------------------|-----------|
| 1    | 49,622 | 54,627  | 59,594               | -                    | 64,561    |
| 2    | 51,330 | 56,462  | 61,596               | -                    | 66,730    |
| 3    | 52,862 | 58,148  | 63,435               | -                    | 68,722    |
| 4    | 54,580 | 60,038  | 65,496               | -                    | 70,955    |
| 5    | 56,218 | 61,677  | 67,135               | -                    | 72,592    |
| 6    | 57,857 | 63,312  | 68,773               | -                    | 74,231    |
| 7    | 60,038 | 65,496  | 70,955               | -                    | 76,411    |
| 8    | 63,312 | 68,773  | 74,231               | -                    | 79,688    |
| 9    | 68,773 | 72,592  | 78,051               | 80,594               | 83,507    |
| 10   | 70,382 | 76,411  | 81,871               | 84,428               | 87,329    |
| 11   | 72,048 | 80,233  | 85,695               | 88,251               | 91,150    |
| 12   | 74,776 | 84,055  | 89,512               | 92,070               | 94,971    |
| 13   | 76,411 | 89,512  | 93,333               | 95,891               | 98,791    |
| 14   | 77,655 | 91,150  | 98,791               | 101,350              | 102,611   |
| 15   | 79,688 | 92,787  | 100,429              | 106,571              | 108,068   |
| 16   | 84,781 | 95,516  | 102,067              | 108,208              | 109,708   |
| 17   | 84,781 | 98,791  | 106,432              | 112,573              | 114,074   |
| 18   | 84,781 | 100,429 | 108,068              | 114,211              | 115,712   |
| 19   | 84,781 | 105,804 | 114,743              | 120,657              | 123,678   |
| 20   | 84,781 | 105,804 | 114,743              | 120,657              | 123,678   |

All teachers not at maximum shall advance one step on the salary schedule.

## APPENDIX D

### FAIRFIELD TEACHERS 10-Month Employees 2020-21

| Step | BA     | MA      | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|------|--------|---------|----------------------|----------------------|-----------|
| 1    | 47,553 | 52,308  | 57,061               |                      | 61,816    |
| 2    | 49,190 | 54,108  | 59,025               |                      | 63,945    |
| 3    | 50,658 | 55,724  | 60,787               |                      | 65,853    |
| 4    | 52,305 | 57,535  | 62,763               |                      | 67,993    |
| 5    | 53,870 | 59,100  | 64,331               |                      | 69,561    |
| 6    | 55,440 | 60,670  | 65,900               |                      | 71,130    |
| 7    | 57,535 | 62,763  | 67,993               |                      | 73,223    |
| 8    | 60,670 | 65,900  | 71,130               | 73,006               | 76,361    |
| 9    | 65,900 | 69,561  | 74,791               | 77,244               | 80,021    |
| 10   | 67,472 | 73,223  | 78,453               | 80,905               | 83,683    |
| 11   | 69,041 | 76,884  | 82,116               | 84,566               | 87,344    |
| 12   | 71,654 | 80,548  | 85,777               | 88,227               | 91,008    |
| 13   | 73,223 | 85,777  | 89,437               | 91,889               | 94,666    |
| 14   | 74,791 | 87,344  | 94,666               | 97,118               | 98,328    |
| 15   | 76,361 | 88,913  | 96,238               | 102,122              | 103,557   |
| 16   | 78,977 | 91,528  | 97,803               | 103,692              | 105,127   |
| 17   | 82,336 | 94,666  | 101,989              | 107,874              | 109,310   |
| 18   | 82,336 | 96,238  | 103,557              | 109,443              | 110,881   |
| 19   | 82,336 | 101,478 | 110,042              | 115,706              | 118,605   |

All employees not at maximum shall advance one step on the salary schedule.

**APPENDIX D**  
**FAIRFIELD TEACHERS**  
**10.5-Month Employees**  
**2020-21**

| Step | BA     | MA      | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|------|--------|---------|----------------------|----------------------|-----------|
| 1    | 50,118 | 55,130  | 60,141               | -                    | 65,154    |
| 2    | 51,843 | 57,027  | 62,212               | -                    | 67,397    |
| 3    | 53,391 | 58,729  | 64,069               | -                    | 69,409    |
| 4    | 55,126 | 60,638  | 66,151               | -                    | 71,665    |
| 5    | 56,780 | 62,294  | 67,806               | -                    | 73,318    |
| 6    | 58,436 | 63,945  | 69,461               | -                    | 74,973    |
| 7    | 60,638 | 66,151  | 71,665               | -                    | 77,175    |
| 8    | 63,945 | 69,461  | 74,973               | -                    | 80,485    |
| 9    | 69,461 | 73,318  | 78,832               | 80,594               | 84,342    |
| 10   | 71,086 | 77,175  | 82,690               | 85,272               | 88,202    |
| 11   | 72,768 | 81,035  | 86,552               | 89,134               | 92,062    |
| 12   | 75,524 | 84,896  | 90,407               | 92,991               | 95,921    |
| 13   | 77,175 | 90,407  | 94,266               | 96,850               | 99,779    |
| 14   | 78,432 | 92,062  | 99,779               | 102,364              | 103,637   |
| 15   | 80,485 | 93,715  | 101,433              | 107,637              | 109,149   |
| 16   | 85,629 | 96,471  | 103,088              | 109,290              | 110,805   |
| 17   | 85,629 | 99,779  | 107,496              | 113,699              | 115,215   |
| 18   | 85,629 | 101,433 | 109,149              | 115,353              | 116,869   |
| 19   | 85,629 | 106,862 | 115,890              | 121,864              | 124,915   |

All employees not at maximum shall advance one step on the salary schedule.

## APPENDIX E

### 2018 – 2019 Extra Pay Salary Schedule

| Position / Step             | 1       | 2        | 3        |
|-----------------------------|---------|----------|----------|
| Activity Director           | \$9,415 | \$11,126 | \$12,839 |
| Athletic Site & Equip. Mgr. |         |          |          |
| Fall                        | \$4,919 | \$5,814  | \$6,707  |
| Winter                      | \$4,919 | \$5,814  | \$6,707  |
| Spring                      | \$4,919 | \$5,814  | \$6,707  |
| American Field Svcs.        |         |          |          |
| Advisor                     | \$3,545 | \$4,069  | \$4,695  |
| Assistant                   | \$2,599 | \$3,072  | \$3,544  |
| Baseball                    |         |          |          |
| Head Coach                  | \$5,194 | \$5,978  | \$6,898  |
| 1st Assistant               | \$3,808 | \$4,501  | \$5,193  |
| 2nd Assistant               | \$3,668 | \$4,333  | \$5,001  |

|                             |         |         |         |
|-----------------------------|---------|---------|---------|
| 3rd Assistant               | \$2,980 | \$3,521 | \$4,064 |
| Basketball                  |         |         |         |
| Head Coach                  | \$5,960 | \$6,726 | \$7,761 |
| 1st Assistant               | \$4,370 | \$5,164 | \$5,959 |
| 2nd Assistant               | \$3,401 | \$4,019 | \$4,637 |
| Middle School               | \$2,642 | \$3,123 | \$3,601 |
| Middle School Assistant     | \$2,143 | \$2,534 | \$2,923 |
| Middle Schl. Fac. Mgr.      | \$1,424 | \$1,683 | \$1,943 |
| Bookroom Manager - HS       | \$5,289 | \$6,144 | \$7,091 |
| Bowling                     |         |         |         |
| High School                 | \$2,178 | \$2,573 | \$2,971 |
| Cheerleader Advisor         |         |         |         |
| Head Coach Varsity Football | \$2,671 | \$3,156 | \$3,642 |

|                               |         |         |         |
|-------------------------------|---------|---------|---------|
| Head Coach Varsity Basketball | \$3,451 | \$3,653 | \$4,215 |
| Head Coach Competitive        | \$3,091 | \$3,653 | \$4,215 |
| 1st Assistant Basketball      | \$2,530 | \$2,990 | \$3,450 |
| Middle School                 | \$1,475 | \$1,744 | \$2,013 |
| Chess Advisor                 | \$983   | \$1,162 | \$1,341 |
| Class Advisor Jr./Sr.         | \$3,161 | \$3,737 | \$4,312 |
| Cross Country                 |         |         |         |
| Co-Ed Coach                   | \$4,848 | \$5,730 | \$6,611 |
| 1st Assistant                 | \$3,529 | \$4,169 | \$4,811 |
| Dance Team Advisor            | \$2,530 | \$2,990 | \$3,450 |

|                         |         |         |         |
|-------------------------|---------|---------|---------|
| Debate Club             | \$2,389 | \$2,822 | \$3,258 |
| Dramatics               |         |         |         |
| High School Dir.        | \$4,636 | \$5,481 | \$6,325 |
| H.S. Drama Mus. Dir.    | \$2,277 | \$2,689 | \$3,104 |
| Middle School           | \$3,022 | \$3,571 | \$4,121 |
| Fencing                 |         |         |         |
| Head Coach              | \$4,567 | \$5,397 | \$6,227 |
| Football                |         |         |         |
| Head Coach              | \$7,322 | \$8,304 | \$9,582 |
| 1st Assistant           | \$5,368 | \$6,345 | \$7,321 |
| 2nd Assistant           | \$5,226 | \$6,179 | \$7,128 |
| 3rd Assistant           | \$4,271 | \$5,047 | \$5,825 |
| 4th Assistant           | \$4,131 | \$4,883 | \$5,634 |
| French Hospitality Club | \$2,249 | \$2,657 | \$3,066 |

## Golf

|               |         |         |         |
|---------------|---------|---------|---------|
| Head Coach    | \$4,524 | \$4,900 | \$5,653 |
| 1st Assistant | \$3,317 | \$3,919 | \$4,523 |

## Gymnastics

|               |         |         |         |
|---------------|---------|---------|---------|
| Head Coach    | \$5,194 | \$5,894 | \$6,802 |
| 1st Assistant | \$3,808 | \$4,501 | \$5,193 |

## High School-Bowl

|                      |         |         |         |
|----------------------|---------|---------|---------|
| Coach                | \$3,161 | \$3,737 | \$4,312 |
| Odyssey of Mind/Team | \$1,335 | \$1,577 | \$1,820 |

## Hockey - Field

|               |         |         |         |
|---------------|---------|---------|---------|
| Head Coach    | \$5,156 | \$5,814 | \$6,707 |
| 1st Assistant | \$3,780 | \$4,467 | \$5,155 |
| 2nd Assistant | \$2,994 | \$3,538 | \$4,080 |



## Hockey - Ice

|                                  |         |         |         |
|----------------------------------|---------|---------|---------|
| Head Coach                       | \$5,386 | \$6,144 | \$7,091 |
| 1st Assistant                    | \$3,949 | \$4,666 | \$5,385 |
| 2nd Assistant                    | \$3,119 | \$3,687 | \$4,255 |
| Intramural Coordinator - HS & MS | \$1,546 | \$1,827 | \$2,110 |
| Key Club Advisor                 | \$4,357 | \$5,148 | \$5,940 |

## Lacrosse

|                   |         |         |         |
|-------------------|---------|---------|---------|
| Head Coach        | \$4,777 | \$5,647 | \$6,514 |
| 1st Assistant     | \$3,385 | \$4,002 | \$4,618 |
| 2nd Assistant     | \$2,909 | \$3,437 | \$3,966 |
| Lit. Mag. Advisor | \$2,318 | \$2,739 | \$3,161 |

## Math Advisor

|               |         |         |         |
|---------------|---------|---------|---------|
| High School   | \$1,546 | \$1,827 | \$2,110 |
| Middle School | \$1,564 | \$1,827 | \$2,110 |

## Mock Trial

|                    |         |         |         |
|--------------------|---------|---------|---------|
| High School Team   | \$3,864 | \$4,567 | \$5,270 |
| Middle School Team | \$3,161 | \$3,737 | \$4,312 |

## Music

|                                 |         |         |         |
|---------------------------------|---------|---------|---------|
| Band Director - HS              | \$4,496 | \$4,706 | \$6,132 |
| Ass't Band Director - HS        | \$3,246 | \$3,836 | \$4,426 |
| Chamber Orchestra – HS & MS     | \$2,599 | \$3,073 | \$3,544 |
| Choral Director - HS            | \$2,950 | \$3,488 | \$4,023 |
| Honors Ass't Band Director - MS | \$1,825 | \$2,158 | \$2,490 |
| 6th Grade Honors Band           | \$1,899 | \$2,245 | \$2,591 |
| High School Orch                | \$3,161 | \$3,737 | \$4,312 |
| Honors Orch. Cond. - MS         | \$1,899 | \$2,245 | \$2,591 |
| Honors Assistant Cond. - MS     | \$1,825 | \$2,158 | \$2,490 |
| Vocal Ensemble - MS             | \$1,899 | \$2,245 | \$2,591 |
| Jazz Band - MS                  | \$1,370 | \$1,619 | \$1,869 |
| Jazz H.S. Ensemble              | \$3,653 | \$4,318 | \$4,982 |
| Mid. Sachl. Mus. Drama          | \$2,810 | \$3,320 | \$3,831 |
| 5th Grade Honors Orch.          | \$1,574 | \$2,244 | \$2,591 |

|                                    |         |         |         |
|------------------------------------|---------|---------|---------|
| High School Vocal Ensemble         | \$2,599 | \$3,073 | \$3,544 |
| 5th Grade Honors Orch. - Assistant | \$1,424 | \$1,683 | \$1,943 |
| Nat'l Honor Society Advisor        | \$4,357 | \$5,148 | \$5,940 |
| Sailing                            |         |         |         |
| Head Coach                         | \$4,140 | \$4,501 | \$5,193 |
| 1st Assistant                      | \$3,035 | \$3,588 | \$4,139 |
| School Paper Advisor               |         |         |         |
| High School                        | \$2,881 | \$3,404 | \$3,929 |
| Middle School                      | \$1,825 | \$2,158 | \$2,490 |
| Ski Team                           |         |         |         |
| Head Coach                         | \$4,813 | \$5,481 | \$6,325 |
| 1st Assistant                      | \$3,529 | \$4,169 | \$4,811 |
| Soccer                             |         |         |         |
| Head Coach                         | \$4,772 | \$5,314 | \$6,132 |
| 1st Assistant                      | \$3,498 | \$4,133 | \$4,771 |
| 2nd Assistant                      | \$2,994 | \$3,538 | \$4,080 |
| 3rd Assistant                      | \$2,784 | \$3,289 | \$3,795 |
| Softball                           |         |         |         |
| Head Coach                         | \$4,813 | \$5,481 | \$6,325 |
| 1st Assistant                      | \$3,529 | \$4,169 | \$4,811 |
| 2nd Assistant                      | \$3,317 | \$3,919 | \$4,523 |

|                    |         |         |         |
|--------------------|---------|---------|---------|
| 3rd Assistant      | \$2,699 | \$3,188 | \$3,680 |
| Stage Manager      |         |         |         |
| Head               | \$3,653 | \$4,318 | \$4,983 |
| Assistant          | \$1,896 | \$2,241 | \$2,588 |
| Student Council    |         |         |         |
| High School        | \$4,357 | \$5,148 | \$5,940 |
| Middle School      | \$1,685 | \$1,991 | \$2,299 |
| Elementary School  | \$1,516 | \$1,791 | \$1,964 |
| Swimming           |         |         |         |
| Head Coach         | \$5,309 | \$5,978 | \$6,898 |
| 1st Assistant      | \$3,893 | \$4,601 | \$5,308 |
| 2nd Assistant      | \$3,893 | \$4,601 | \$5,308 |
| Tennis             |         |         |         |
| Head Coach         | \$4,907 | \$5,148 | \$5,940 |
| 1st Assistant      | \$3,597 | \$4,253 | \$4,906 |
| TV Production - HS | \$3,653 | \$4,318 | \$4,982 |
| Track              |         |         |         |
| Head Coach         | \$5,289 | \$6,144 | \$7,091 |

|                           |         |         |         |
|---------------------------|---------|---------|---------|
| 1st Assistant             | \$3,878 | \$4,582 | \$5,288 |
| Indoor - Head Coach       | \$4,777 | \$5,647 | \$6,514 |
| 1st Assistant - Indoor    | \$3,372 | \$3,987 | \$4,599 |
| Unified Sports Coach - HS | \$2,178 | \$2,603 | \$2,971 |
| Volleyball                |         |         |         |
| Head Coach                | \$4,236 | \$4,817 | \$5,556 |
| 1st Assistant             | \$3,106 | \$3,671 | \$4,235 |
| 2nd Assistant             | \$2,417 | \$2,856 | \$3,296 |
| Weight Training           |         |         |         |
| Year Long                 | \$2,881 | \$3,404 | \$3,929 |
| Fall                      | \$2,810 | \$3,320 | \$3,831 |
| Winter                    | \$3,372 | \$3,987 | \$4,599 |
| Spring                    | \$2,459 | \$2,906 | \$3,353 |
| Team                      | \$3,864 | \$4,567 | \$5,270 |
| Wrestling Coach           |         |         |         |
| Head Coach                | \$5,972 | \$7,057 | \$8,143 |
| 1st Assistant             | \$4,300 | \$5,082 | \$5,865 |
| 2nd Assistant             | \$3,233 | \$3,820 | \$4,409 |

|  |         |         |          |
|--|---------|---------|----------|
| Yearbook   |         |         |          |
| High School Adv.                                     | \$5,058 | \$5,978 | \$6,898  |
| Middle School Adv.                                   | \$2,038 | \$2,408 | \$2,780  |
| High School Treas.                                   | \$3,529 | \$4,169 | \$4,811  |
| Unified Sports Coach                                 | \$2,135 | \$2,522 | \$2,912  |
| Middle School Honors<br>Band Assistant Band Director | \$1,789 | \$2,115 | \$2,441  |
| Jazz Band Middle School                              | \$1,899 | \$2,245 | \$2,591  |
| Secondary District<br>Bookroom Asst. Manager         | \$3,138 | \$3,918 | \$4,533  |
| Auditorium Manager                                   | \$2,671 | \$3,156 | \$3,642  |
| Cross Country 2 <sup>nd</sup><br>Assistant Coach     | \$3,529 | \$4,169 | \$4,811  |
| Advisory Coordinator                                 | \$983   | \$1,162 | \$1,341  |
| Secondary Bookroom<br>Manager*                       | \$7,500 | \$9,100 | \$10,500 |
| Assistant Choral Director                            | \$1,899 | \$2,245 | \$2,591  |

## APPENDIX F

### 2019-2020 Extra Pay Salary Schedule

| Position / Step             | 1       | 2        | 3        |
|-----------------------------|---------|----------|----------|
| Activity Director           | \$9,415 | \$11,126 | \$12,839 |
| Athletic Site & Equip. Mgr. |         |          |          |
| Fall                        | \$4,919 | \$5,814  | \$6,707  |
| Winter                      | \$4,919 | \$5,814  | \$6,707  |
| Spring                      | \$4,919 | \$5,814  | \$6,707  |
| American Field Svcs.        |         |          |          |
| Advisor                     | \$3,545 | \$4,069  | \$4,695  |
| Assistant                   | \$2,599 | \$3,072  | \$3,544  |
| Baseball                    |         |          |          |
| Head Coach                  | \$5,194 | \$5,978  | \$6,898  |
| 1st Assistant               | \$3,808 | \$4,501  | \$5,193  |
| 2nd Assistant               | \$3,668 | \$4,333  | \$5,001  |
| 3rd Assistant               | \$2,980 | \$3,521  | \$4,064  |

## Basketball

|                         |         |         |         |
|-------------------------|---------|---------|---------|
| Head Coach              | \$5,960 | \$6,726 | \$7,761 |
| 1st Assistant           | \$4,370 | \$5,164 | \$5,959 |
| 2nd Assistant           | \$3,401 | \$4,019 | \$4,637 |
| Middle School           | \$2,642 | \$3,123 | \$3,601 |
| Middle School Assistant | \$2,143 | \$2,534 | \$2,923 |
| Middle Schl. Fac. Mgr.  | \$1,424 | \$1,683 | \$1,943 |
| Bookroom Manager - HS   | \$5,289 | \$6,144 | \$7,091 |

## Bowling

|                               |         |         |         |
|-------------------------------|---------|---------|---------|
| High School                   | \$2,178 | \$2,573 | \$2,971 |
| Cheerleader Advisor           | \$2,671 | \$3,156 | \$3,642 |
| Head Coach Varsity Football   | \$3,451 | \$3,653 | \$4,215 |
| Head Coach Varsity Basketball |         |         |         |



|                          |         |         |         |
|--------------------------|---------|---------|---------|
| Head Coach Competitive   | \$3,091 | \$3,653 | \$4,215 |
| 1st Assistant Basketball | \$2,530 | \$2,990 | \$3,450 |
| Middle School            | \$1,475 | \$1,744 | \$2,013 |
| Chess Advisor            | \$983   | \$1,162 | \$1,341 |
| Class Advisor Jr./Sr.    | \$3,161 | \$3,737 | \$4,312 |
| Cross Country            |         |         |         |
| Co-Ed Coach              | \$4,848 | \$5,730 | \$6,611 |
| 1st Assistant            | \$3,529 | \$4,169 | \$4,811 |
| Dance Team Advisor       | \$2,530 | \$2,990 | \$3,450 |
| Debate Club              | \$2,389 | \$2,822 | \$3,258 |

Dramatics

|                      |         |         |         |
|----------------------|---------|---------|---------|
| High School Dir.     | \$4,636 | \$5,481 | \$6,325 |
| H.S. Drama Mus. Dir. | \$2,277 | \$2,689 | \$3,104 |
| Middle School        | \$3,022 | \$3,571 | \$4,121 |

Fencing

|            |         |         |         |
|------------|---------|---------|---------|
| Head Coach | \$4,567 | \$5,397 | \$6,227 |
|------------|---------|---------|---------|

Football

|               |         |         |         |
|---------------|---------|---------|---------|
| Head Coach    | \$7,322 | \$8,304 | \$9,582 |
| 1st Assistant | \$5,368 | \$6,345 | \$7,321 |
| 2nd Assistant | \$5,226 | \$6,179 | \$7,128 |
| 3rd Assistant | \$4,271 | \$5,047 | \$5,825 |
| 4th Assistant | \$4,131 | \$4,883 | \$5,634 |

|                         |         |         |         |
|-------------------------|---------|---------|---------|
| French Hospitality Club | \$2,249 | \$2,657 | \$3,066 |
|-------------------------|---------|---------|---------|

Golf

|            |         |         |         |
|------------|---------|---------|---------|
| Head Coach | \$4,524 | \$4,900 | \$5,653 |
|------------|---------|---------|---------|

|                      |         |         |         |
|----------------------|---------|---------|---------|
| 1st Assistant        | \$3,317 | \$3,919 | \$4,523 |
| Gymnastics           |         |         |         |
| Head Coach           | \$5,194 | \$5,894 | \$6,802 |
| 1st Assistant        | \$3,808 | \$4,501 | \$5,193 |
| High School-Bowl     |         |         |         |
| Coach                | \$3,161 | \$3,737 | \$4,312 |
| Odyssey of Mind/Team | \$1,335 | \$1,577 | \$1,820 |
| Hockey - Field       |         |         |         |
| Head Coach           | \$5,156 | \$5,814 | \$6,707 |
| 1st Assistant        | \$3,780 | \$4,467 | \$5,155 |
| 2nd Assistant        | \$2,994 | \$3,538 | \$4,080 |
| Hockey - Ice         |         |         |         |
| Head Coach           | \$5,386 | \$6,144 | \$7,091 |

|                                  |         |         |         |
|----------------------------------|---------|---------|---------|
| 1st Assistant                    | \$3,949 | \$4,666 | \$5,385 |
| 2nd Assistant                    | \$3,119 | \$3,687 | \$4,255 |
| Intramural Coordinator - HS & MS | \$1,546 | \$1,827 | \$2,110 |
| Key Club Advisor                 | \$4,357 | \$5,148 | \$5,940 |
| Lacrosse                         |         |         |         |
| Head Coach                       | \$4,777 | \$5,647 | \$6,514 |
| 1st Assistant                    | \$3,385 | \$4,002 | \$4,618 |
| 2nd Assistant                    | \$2,909 | \$3,437 | \$3,966 |
| Lit. Mag. Advisor                | \$2,318 | \$2,739 | \$3,161 |
| Math Advisor                     |         |         |         |
| High School                      | \$1,546 | \$1,827 | \$2,110 |
| Middle School                    | \$1,546 | \$1,827 | \$2,110 |
| Mock Trial                       |         |         |         |
| High School Team                 | \$3,864 | \$4,567 | \$5,270 |
| Middle School Team               | \$3,161 | \$3,737 | \$4,312 |

Music

|                                    |         |         |         |
|------------------------------------|---------|---------|---------|
|                                    | \$4,496 | \$4,706 | \$6,132 |
| Band Director - HS                 |         |         |         |
|                                    | \$3,246 | \$3,836 | \$4,426 |
| Ass't Band Director - HS           |         |         |         |
|                                    | \$2,599 | \$3,073 | \$3,544 |
| Chamber Orchestra – HS & MS        |         |         |         |
|                                    | \$2,950 | \$3,488 | \$4,023 |
| Choral Director - HS               |         |         |         |
|                                    | \$1,825 | \$2,158 | \$2,490 |
| Honors Ass't Band Director - MS    |         |         |         |
|                                    | \$1,899 | \$2,245 | \$2,591 |
| 6th Grade Honors Band              |         |         |         |
|                                    | \$3,161 | \$3,737 | \$4,312 |
| High School Orch                   |         |         |         |
|                                    | \$1,899 | \$2,245 | \$2,591 |
| Honors Orch. Cond. - MS            |         |         |         |
|                                    | \$1,825 | \$2,158 | \$2,490 |
| Honors Assistant Cond. - MS        |         |         |         |
|                                    | \$1,899 | \$2,245 | \$2,591 |
| Vocal Ensemble - MS                |         |         |         |
|                                    | \$1,370 | \$1,619 | \$1,869 |
| Jazz Band - MS                     |         |         |         |
|                                    | \$3,653 | \$4,318 | \$4,982 |
| Jazz H.S. Ensemble                 |         |         |         |
|                                    | \$2,810 | \$3,320 | \$3,831 |
| Mid. Sachl. Mus. Drama             |         |         |         |
|                                    | \$1,574 | \$2,244 | \$2,591 |
| 5th Grade Honors Orch.             |         |         |         |
|                                    | \$2,599 | \$3,073 | \$3,544 |
| High School Vocal Ensemble         |         |         |         |
|                                    | \$1,424 | \$1,683 | \$1,943 |
| 5th Grade Honors Orch. - Assistant |         |         |         |
|                                    | \$4,357 | \$5,148 | \$5,940 |
| Nat'l Honor Society Advisor        |         |         |         |

|                      |         |         |         |
|----------------------|---------|---------|---------|
| Sailing              |         |         |         |
| Head Coach           | \$4,140 | \$4,501 | \$5,193 |
| 1st Assistant        | \$3,035 | \$3,588 | \$4,139 |
| School Paper Advisor |         |         |         |
| High School          | \$2,881 | \$3,404 | \$3,929 |
| Middle School        | \$1,825 | \$2,158 | \$2,490 |
| Ski Team             |         |         |         |
| Head Coach           | \$4,813 | \$5,481 | \$6,325 |
| 1st Assistant        | \$3,529 | \$4,169 | \$4,811 |
| Soccer               |         |         |         |
| Head Coach           | \$4,772 | \$5,314 | \$6,132 |
| 1st Assistant        | \$3,498 | \$4,133 | \$4,771 |
| 2nd Assistant        | \$2,994 | \$3,538 | \$4,080 |
| 3rd Assistant        | \$2,784 | \$3,289 | \$3,795 |
| Softball             |         |         |         |
| Head Coach           | \$4,813 | \$5,481 | \$6,325 |
| 1st Assistant        | \$3,529 | \$4,169 | \$4,811 |
| 2nd Assistant        | \$3,317 | \$3,919 | \$4,523 |
| 3rd Assistant        | \$2,699 | \$3,188 | \$3,680 |
| Stage Manager        |         |         |         |
| Head                 | \$3,653 | \$4,318 | \$4,983 |

|                     |         |         |         |
|---------------------|---------|---------|---------|
| Assistant           | \$1,896 | \$2,241 | \$2,588 |
| Student Council     |         |         |         |
| High School         | \$4,357 | \$5,148 | \$5,940 |
| Middle School       | \$1,685 | \$1,991 | \$2,299 |
| Elementary School   | \$1,516 | \$1,791 | \$1,964 |
| Swimming            |         |         |         |
| Head Coach          | \$5,309 | \$5,978 | \$6,898 |
| 1st Assistant       | \$3,893 | \$4,601 | \$5,308 |
| 2nd Assistant       | \$3,893 | \$4,601 | \$5,308 |
| Tennis              |         |         |         |
| Head Coach          | \$4,907 | \$5,148 | \$5,940 |
| 1st Assistant       | \$3,597 | \$4,253 | \$4,906 |
| TV Production - HS  | \$3,653 | \$4,318 | \$4,982 |
| Track               |         |         |         |
| Head Coach          | \$5,289 | \$6,144 | \$7,091 |
| 1st Assistant       | \$3,878 | \$4,582 | \$5,288 |
| Indoor - Head Coach | \$4,777 | \$5,647 | \$6,514 |

|                           |         |         |         |
|---------------------------|---------|---------|---------|
| 1st Assistant - Indoor    | \$3,372 | \$3,987 | \$4,599 |
| Unified Sports Coach - HS | \$2,178 | \$2,603 | \$2,971 |
| Volleyball                |         |         |         |
| Head Coach                | \$4,236 | \$4,817 | \$5,556 |
| 1st Assistant             | \$3,106 | \$3,671 | \$4,235 |
| 2nd Assistant             | \$2,417 | \$2,856 | \$3,296 |
| Weight Training           |         |         |         |
| Year Long                 | \$2,881 | \$3,404 | \$3,929 |
| Fall                      | \$2,810 | \$3,320 | \$3,831 |
| Winter                    | \$3,372 | \$3,987 | \$4,599 |
| Spring                    | \$2,459 | \$2,906 | \$3,353 |
| Team                      | \$3,864 | \$4,567 | \$5,270 |
| Wrestling Coach           |         |         |         |
| Head Coach                | \$5,972 | \$7,057 | \$8,143 |
| 1st Assistant             | \$4,300 | \$5,082 | \$5,865 |
| 2nd Assistant             | \$3,233 | \$3,820 | \$4,409 |
| Yearbook                  |         |         |         |
| High School Adv.          | \$5,058 | \$5,978 | \$6,898 |
| Middle School Adv.        | \$2,038 | \$2,408 | \$2,780 |



|  |         |         |          |
|--|---------|---------|----------|
| High School Treas.                                   | \$3,529 | \$4,169 | \$4,811  |
| Unified Sports Coach                                 | \$2,135 | \$2,522 | \$2,912  |
| Middle School Honors<br>Band Assistant Band Director | \$1,789 | \$2,115 | \$2,441  |
| Jazz Band Middle School                              | \$1,899 | \$2,245 | \$2,591  |
| Secondary District<br>Bookroom Asst. Manager         | \$3,318 | \$3,918 | \$4,533  |
| Auditorium Manager                                   | \$2,671 | \$3,156 | \$3,642  |
| Cross Country 2 <sup>nd</sup><br>Assistant Coach     | \$3,529 | \$4,169 | \$4,811  |
| Advisory Coordinator                                 | \$983   | \$1,162 | \$1,341  |
| Secondary Bookroom<br>Manager*                       | \$7,500 | \$9,100 | \$10,500 |
| Assistant Choral Director                            | \$1,899 | \$2,245 | \$2,591  |

## APPENDIX G

### 2020-2021 Extra Pay Salary Schedule

| Position / Step             | 1       | 2        | 3        |
|-----------------------------|---------|----------|----------|
| Activity Director           | \$9,415 | \$11,126 | \$12,839 |
| Athletic Site & Equip. Mgr. |         |          |          |
| Fall                        | \$4,919 | \$5,814  | \$6,707  |
| Winter                      | \$4,919 | \$5,814  | \$6,707  |
| Spring                      | \$4,919 | \$5,814  | \$6,707  |
| American Field Svcs.        |         |          |          |
| Advisor                     | \$3,545 | \$4,069  | \$4,695  |
| Assistant                   | \$2,599 | \$3,072  | \$3,544  |
| Baseball                    |         |          |          |
| Head Coach                  | \$5,194 | \$5,978  | \$6,898  |
| 1st Assistant               | \$3,808 | \$4,501  | \$5,193  |
| 2nd Assistant               | \$3,668 | \$4,333  | \$5,001  |
| 3rd Assistant               | \$2,980 | \$3,521  | \$4,064  |

## Basketball

|                         |         |         |         |
|-------------------------|---------|---------|---------|
| Head Coach              | \$5,960 | \$6,726 | \$7,761 |
| 1st Assistant           | \$4,370 | \$5,164 | \$5,959 |
| 2nd Assistant           | \$3,401 | \$4,019 | \$4,637 |
| Middle School           | \$2,642 | \$3,123 | \$3,601 |
| Middle School Assistant | \$2,143 | \$2,534 | \$2,923 |
| Middle Schl. Fac. Mgr.  | \$1,424 | \$1,683 | \$1,943 |
| Bookroom Manager - HS   | \$5,289 | \$6,144 | \$7,091 |

## Bowling

|                             |         |         |         |
|-----------------------------|---------|---------|---------|
| High School                 | \$2,178 | \$2,573 | \$2,971 |
| Cheerleader Advisor         | \$2,671 | \$3,156 | \$3,642 |
| Head Coach Varsity Football | \$3,451 | \$3,653 | \$4,215 |

|                          |         |         |         |
|--------------------------|---------|---------|---------|
| Head Coach Competitive   | \$3,091 | \$3,653 | \$4,215 |
| 1st Assistant Basketball | \$2,530 | \$2,990 | \$3,450 |
| Middle School            | \$1,475 | \$1,744 | \$2,013 |
| Chess Advisor            | \$983   | \$1,162 | \$1,341 |
| Class Advisor Jr./Sr.    | \$3,161 | \$3,737 | \$4,312 |
| Cross Country            |         |         |         |
| Co-Ed Coach              | \$4,848 | \$5,730 | \$6,611 |
| 1st Assistant            | \$3,529 | \$4,169 | \$4,811 |
| Dance Team Advisor       | \$2,530 | \$2,990 | \$3,450 |
| Debate Club              | \$2,389 | \$2,822 | \$3,258 |

|                         |         |         |         |
|-------------------------|---------|---------|---------|
| Dramatics               |         |         |         |
| High School Dir.        | \$4,636 | \$5,481 | \$6,325 |
| H.S. Drama Mus. Dir.    | \$2,277 | \$2,689 | \$3,104 |
| Middle School           | \$3,022 | \$3,571 | \$4,121 |
| Fencing                 |         |         |         |
| Head Coach              | \$4,567 | \$5,397 | \$6,227 |
| Football                |         |         |         |
| Head Coach              | \$7,322 | \$8,304 | \$9,582 |
| 1st Assistant           | \$5,368 | \$6,345 | \$7,321 |
| 2nd Assistant           | \$5,226 | \$6,179 | \$7,128 |
| 3rd Assistant           | \$4,271 | \$5,047 | \$5,825 |
| 4th Assistant           | \$4,131 | \$4,883 | \$5,634 |
| French Hospitality Club | \$2,249 | \$2,657 | \$3,066 |
| Golf                    |         |         |         |
| Head Coach              | \$4,524 | \$4,900 | \$5,653 |

|                      |         |         |         |
|----------------------|---------|---------|---------|
| 1st Assistant        | \$3,317 | \$3,919 | \$4,523 |
| Gymnastics           |         |         |         |
| Head Coach           | \$5,194 | \$5,894 | \$6,802 |
| 1st Assistant        | \$3,808 | \$4,501 | \$5,193 |
| High School-Bowl     |         |         |         |
| Coach                | \$3,161 | \$3,737 | \$4,312 |
| Odyssey of Mind/Team | \$1,335 | \$1,577 | \$1,820 |
| Hockey - Field       |         |         |         |
| Head Coach           | \$5,156 | \$5,814 | \$6,707 |
| 1st Assistant        | \$3,780 | \$4,467 | \$5,155 |
| 2nd Assistant        | \$2,994 | \$3,538 | \$4,080 |
| Hockey - Ice         |         |         |         |
| Head Coach           | \$5,386 | \$6,144 | \$7,091 |
| 1st Assistant        | \$3,949 | \$4,666 | \$5,385 |

|                                  |         |         |         |
|----------------------------------|---------|---------|---------|
| 2nd Assistant                    | \$3,119 | \$3,687 | \$4,255 |
| Intramural Coordinator - HS & MS | \$1,546 | \$1,827 | \$2,110 |
| Key Club Advisor                 | \$4,357 | \$5,148 | \$5,940 |
| Lacrosse                         |         |         |         |
| Head Coach                       | \$4,777 | \$5,647 | \$6,514 |
| 1st Assistant                    | \$3,385 | \$4,002 | \$4,618 |
| 2nd Assistant                    | \$2,909 | \$3,437 | \$3,966 |
| Lit. Mag. Advisor                | \$2,318 | \$2,739 | \$3,161 |
| Math Advisor                     |         |         |         |
| High School                      | \$1,546 | \$1,827 | \$2,110 |
| Middle School                    | \$1,546 | \$1,827 | \$2,110 |
| Mock Trial                       |         |         |         |
| High School Team                 | \$3,864 | \$4,567 | \$5,270 |
| Middle School Team               | \$3,161 | \$3,737 | \$4,312 |

Music

|                                    |         |         |         |
|------------------------------------|---------|---------|---------|
| Band Director - HS                 | \$4,496 | \$4,706 | \$6,132 |
| Ass't Band Director - HS           | \$3,246 | \$3,836 | \$4,426 |
| Chamber Orchestra – HS & MS        | \$2,599 | \$3,073 | \$3,544 |
| Choral Director - HS               | \$2,950 | \$3,488 | \$4,023 |
| Honors Ass't Band Director - MS    | \$1,825 | \$2,158 | \$2,490 |
| 6th Grade Honors Band              | \$1,899 | \$2,245 | \$2,591 |
| High School Orch                   | \$3,161 | \$3,737 | \$4,312 |
| Honors Orch. Cond. - MS            | \$1,899 | \$2,245 | \$2,591 |
| Honors Assistant Cond. - MS        | \$1,825 | \$2,158 | \$2,490 |
| Vocal Ensemble - MS                | \$1,899 | \$2,245 | \$2,591 |
| Jazz Band - MS                     | \$1,370 | \$1,619 | \$1,869 |
| Jazz H.S. Ensemble                 | \$3,653 | \$4,318 | \$4,982 |
| Mid. Sachl. Mus. Drama             | \$2,810 | \$3,320 | \$3,831 |
| 5th Grade Honors Orch.             | \$1,574 | \$2,244 | \$2,591 |
| High School Vocal Ensemble         | \$2,599 | \$3,073 | \$3,544 |
| 5th Grade Honors Orch. - Assistant | \$1,424 | \$1,683 | \$1,943 |
| Nat'l Honor Society Advisor        | \$4,357 | \$5,148 | \$5,940 |



|                      |         |         |         |
|----------------------|---------|---------|---------|
| Sailing              |         |         |         |
| Head Coach           | \$4,140 | \$4,501 | \$5,193 |
| 1st Assistant        | \$3,035 | \$3,588 | \$4,139 |
| School Paper Advisor |         |         |         |
| High School          | \$2,881 | \$3,404 | \$3,929 |
| Middle School        | \$1,825 | \$2,158 | \$2,490 |
| Ski Team             |         |         |         |
| Head Coach           | \$4,813 | \$5,481 | \$6,325 |
| 1st Assistant        | \$3,529 | \$4,169 | \$4,811 |
| Soccer               |         |         |         |
| Head Coach           | \$4,772 | \$5,314 | \$6,132 |
| 1st Assistant        | \$3,498 | \$4,133 | \$4,771 |
| 2nd Assistant        | \$2,994 | \$3,538 | \$4,080 |
| 3rd Assistant        | \$2,784 | \$3,289 | \$3,795 |
| Softball             |         |         |         |
| Head Coach           | \$4,813 | \$5,481 | \$6,325 |
| 1st Assistant        | \$3,529 | \$4,169 | \$4,811 |
| 2nd Assistant        | \$3,317 | \$3,919 | \$4,523 |
| 3rd Assistant        | \$2,699 | \$3,188 | \$3,680 |
| Stage Manager        |         |         |         |
| Head                 | \$3,653 | \$4,318 | \$4,983 |
| Assistant            | \$1,896 | \$2,241 | \$2,588 |

|                        |         |         |         |
|------------------------|---------|---------|---------|
| Student Council        |         |         |         |
| High School            | \$4,357 | \$5,148 | \$5,940 |
| Middle School          | \$1,685 | \$1,991 | \$2,299 |
| Elementary School      | \$1,516 | \$1,791 | \$1,964 |
| Swimming               |         |         |         |
| Head Coach             | \$5,309 | \$5,978 | \$6,898 |
| 1st Assistant          | \$3,893 | \$4,601 | \$5,308 |
| 2nd Assistant          | \$3,893 | \$4,601 | \$5,308 |
| Tennis                 |         |         |         |
| Head Coach             | \$4,907 | \$5,148 | \$5,940 |
| 1st Assistant          | \$3,597 | \$4,253 | \$4,906 |
| TV Production - HS     | \$3,653 | \$4,318 | \$4,982 |
| Track                  |         |         |         |
| Head Coach             | \$5,289 | \$6,144 | \$7,091 |
| 1st Assistant          | \$3,878 | \$4,582 | \$5,288 |
| Indoor - Head Coach    | \$4,777 | \$5,647 | \$6,514 |
| 1st Assistant - Indoor | \$3,372 | \$3,987 | \$4,599 |

|                           |         |         |         |
|---------------------------|---------|---------|---------|
| Unified Sports Coach - HS | \$2,178 | \$2,603 | \$2,971 |
| Volleyball                |         |         |         |
| Head Coach                | \$4,236 | \$4,817 | \$5,556 |
| 1st Assistant             | \$3,106 | \$3,671 | \$4,235 |
| 2nd Assistant             | \$2,417 | \$2,856 | \$3,296 |
| Weight Training           |         |         |         |
| Year Long                 | \$2,881 | \$3,404 | \$3,929 |
| Fall                      | \$2,810 | \$3,320 | \$3,831 |
| Winter                    | \$3,372 | \$3,987 | \$4,599 |
| Spring                    | \$2,459 | \$2,906 | \$3,353 |
| Team                      | \$3,864 | \$4,567 | \$5,270 |
| Wrestling Coach           |         |         |         |
| Head Coach                | \$5,972 | \$7,057 | \$8,143 |
| 1st Assistant             | \$4,300 | \$5,082 | \$5,865 |
| 2nd Assistant             | \$3,233 | \$3,820 | \$4,409 |
| Yearbook                  |         |         |         |
| High School Adv.          | \$5,058 | \$5,978 | \$6,898 |
| Middle School Adv.        | \$2,038 | \$2,408 | \$2,780 |

|  |         |         |          |
|--|---------|---------|----------|
| High School Treas.                                   | \$3,529 | \$4,169 | \$4,811  |
| Unified Sports Coach                                 | \$2,135 | \$2,522 | \$2,912  |
| Middle School Honors<br>Band Assistant Band Director | \$1,789 | \$2,115 | \$2,441  |
| Jazz Band Middle School                              | \$1,899 | \$2,245 | \$2,591  |
| Secondary District<br>Bookroom Asst. Manager         | \$3,318 | \$3,918 | \$4,533  |
| Auditorium Manager                                   | \$2,671 | \$3,156 | \$3,642  |
| Cross Country 2 <sup>nd</sup><br>Assistant Coach     | \$3,529 | \$4,169 | \$4,811  |
| Advisory Coordinator                                 | \$983   | \$1,162 | \$1,341  |
| Secondary Bookroom<br>Manager*                       | \$7,500 | \$9,100 | \$10,500 |
| Assistant Choral Director                            | \$1,899 | \$2,245 | \$2,591  |

## **PART 2**

### **BOARD/ADMINISTRATIVE POLICIES**

#### **4.1.4 Elementary Class Size and Staffing Adequacy**

- a Special Education - Intensive or Self-Contained

Intensive or Self-Contained elementary Special Education students will be assigned to a class in accord with the recommendation of the Planning and Placement Team and following the system's Intensive/Self-Contained model as noted below:

Not more than ten (10)

- b. Special Education – Resource

Elementary Special Education students will be assigned to a resource class in accord with the recommendation of the Planning and Placement Team and following the system's Resource model as noted below:

Not more than twenty (20)

#### **4.1.5 Elementary and Secondary Class Size (Board Policy #6151)**

- a. Class size shall be consistent with the requirements for good instructional procedure and efficient use of teaching personnel.
- b. For normal class instruction, a class not exceeding 25 pupils will be considered desirable.
- c. A class size of 15 shall be considered a minimum for efficient utilization of the teaching staff.
- d. When class size in grades K-2 exceeds 30, the class may be divided or a teaching assistant provided.
- e. When class size in grades 3-6 exceeds 35, the class may be divided or a teaching assistant provided.
- f. Secondary class size shall not exceed 35 for normal class operation.

#### **4.3.4 Secondary Special Education Class Size (Administrative Policy)**

a. Student Load - Special Education - Intensive

Intensive Secondary Middle School Special Education students will be assigned to a class in accord with the recommendation of the Planning and Placement Team and following the system's Secondary Middle School model as noted below:

Not more than ten (10)

b. Student Load - Special Education - Resource

Secondary Middle School Special Education students will be assigned to a Resource class in accord with the recommendation of the Planning and Placement Team and following the system's Resource model as noted below:

Not more than twenty (20)

c. Student Load - Special Education - Intensive

Intensive Secondary High School Special Education students will be assigned to a class in accord with the recommendation of the Planning and Placement Team and following the system's Intensive Secondary model as noted below:

Not more than twelve (12)

d. Student Load - Special Education - Resource

Secondary High School Special Education students will be assigned to a Resource class in accord with the recommendation of the Planning and Placement Team and following the system's Resource model as noted below:

Not more than twenty-five (25)

#### **4.6 FACULTY AND DEPARTMENT MEETINGS (Administrative Policy)**

a. Tuesday afternoons shall be reserved by all members of the professional staff for faculty or departmental meetings.

i. All staff members shall remain at the meeting until it is officially adjourned. Any deviation shall be cleared through the chairman in advance.

- ii. Although no definitive time limits can be established it is suggested that meetings should not go beyond 1 1/2 hours.
- iii. Excused absence shall be based upon extraordinary or unavoidable circumstances beyond the control of the person involved and approved by the teacher's immediate supervisor.
- iv. Absence from faculty or departmental meeting shall be communicated to the chairman of the meeting in advance by the teacher.
- v. Those personnel who have coaching assignments are excused from faculty or departmental meetings only at those times when an interscholastic contest is to be held.
- vi. Unexcused Absence
  - a. All unexcused absences shall be reported in writing by the chairman of the meeting, to the immediate supervisor of the teacher.
  - b. The immediate supervisor will discuss the problem with the teacher concerned to rectify the situation.
  - c. If there is a second occurrence, a written report shall be submitted to the Administrative Assistant for Personnel by the immediate supervisor with a copy to the staff member involved.

#### **4.7 PROMOTION OF STAFF MEMBERS (Administrative Policy)**

- a. When administrative vacancies occur in the system, notice is given to staff. Such notice contains the minimum qualifications in terms of education and experience, the duties and certification requirements.
- b. Candidates are evaluated by the Superintendent in conjunction with a screening committee appointed by the Superintendent. All recommendations are referred to the Board of Education for action subsequent to the following procedures:
  - aa. Determination of qualifications.
  - bb. Announcement of vacancy.
  - cc. Evaluation of credentials of candidates.

dd. Interview of final candidates.

ee. Recommendation by committee to the Superintendent.

ff. Recommendation by Superintendent to Board of Education.

gg. Appointment by Board of Education.

#### **4.8 EARLY LEAVE POLICY (Administrative Policy)**

For a request for early leave to be considered, the teacher must notify the Administrative Assistant for Personnel, in writing, on or before April 1, that he or she has applied for a certain program, giving details of time, place and nature of program. Teachers should realize that their selection for a certain program requiring early leave because of distance or date of start of program will not necessarily guarantee early leave permission.

Request for early leave will require deduction of substitute pay, if such leave is permitted, unless there are extenuating circumstances.

##### **4.9.2. Personal or Private Absence Requests (Administrative Policy)\***

For Definition/Examples, see corresponding Administrative Section.

Personal or private absence with pay or personal absence with pay less substitute shall be granted subject to the formal approval of the superintendent of schools. Such absence shall not be charged against the staff member's sick leave allowance.

##### **4.9.2.1. Personal or Private Absence Requests**

Personal or private business days shall be used only in situations of urgency for the purpose of conducting business which is impossible to transact on the weekend or after school hours. Before making any requests for absences of such nature, staff members should bear in mind that their professional and moral responsibility is to be in the classroom or at the appropriate place of assigned work.

Staff members wishing to utilize a personal or private business day must submit the appropriate form to the Superintendent at least five (5) school days in advance of the anticipated absence. The general reason shall be indicated on the form. The moral and professional responsibility for personal or private judgment shall rest with the individual staff member.

If the nature of the request is that of an extreme emergency, the appropriate form must be submitted at the earliest possible time. Personal or private business days cannot be used prior to or following vacations, single holidays or Teachers'



Convention Day if the purpose is an extension of such holiday or vacation, even if the day immediately preceding or following the above days is taken with loss of pay. All non-permitted days of absence prior or subsequent to days of permitted absence, taken in sequence, shall be deducted. Any situation involving absence which in the opinion of the Superintendent needs investigation may be explored by the proper legal authority.

### **Definitions**

a. Immediate Family

Spouse, Child, Parent, Guardian, Ward, Sibling, Civil Union Partner.

b. Near Relative

Parent-in-law, Sibling-in-law, First Cousin, Aunt, Uncle, Niece, Nephew, Grandparent, Grandchild.

c. Immediate Household

Anyone other than a member of the immediate family or a near relative, with whom the employee resides

### **4.9.2.2 Absence with Full Pay**

a. Business Absence

Any absence for business which requires the presence of the individual; and,

aa. Bank business

bb. Conference with author/publisher

cc. Military training obligation

dd. Moving arrangements

b. Legal Absence

Any absence for legal proceedings which require the presence of the individual and which could not be conducted at times other than the school day.

aa. Court appearance

- bb. Property closing
- cc. Estate settlement
- dd. Adoption proceedings
- c. Death
  - aa. Immediate family
  - bb. Near relative or member of the immediate household
  - cc. Close friend
- d. Family Obligations (absolutely necessary)
  - aa. Emergency in the home
  - bb. Personal recognition, honors, citations for members of the immediate family or immediate household
  - cc. Wedding in the immediate family or immediate household
  - dd. Transportation for incapacitated member of the immediate family or the immediate household
  - ee. Illness of member of the immediate family or immediate household
  - ff. Birth of a child
- e. Religious
  - aa. Ordination/profession of member of the immediate family, immediate household or near relative
  - bb. Sacred rites for members of immediate family, immediate household, or near relative
- f. Educational
  - aa. School registration of child
  - bb. College conference concerning member of immediate family or immediate household

- cc. University commencement of member of immediate family or immediate household
- dd. Approved attendance at conference, convention, seminar
- ee. Fellowship (travel)
- ff. Interviews for fellowships and doctoral requirements
- gg. Observing in another town (course requirement)
- hh. Approved school business (these days would not be counted against the allowed personal days)
- ii. Approved visitation at own or at other schools
- jj. Doctoral examinations
- g. Medical
  - aa. Illness of immediate family or member of immediate household.
  - bb. Medical, dental, psychiatric consultation, examination, surgery
- h. Private

One of the allowed days may be used for an absence which in the professional judgment of the employee, is deemed important and reasonable.

#### **4.9.2.3 Absence with Pay Less Substitute**

- a. Business Absence
 

Any absence for business which requests but does not require, the presence of the individual, and which could not effectively be done at times other than the school day

  - aa. Fraternal, philanthropic organization, meeting
  - bb. Interview for a job
- b. Legal Business

Any absence for legal proceedings which request but do not require the presence of the individual and could not effectively be done at times other than the school day.

- aa. Consultation with attorney
- c. Death - Close friend
- d. Family Obligation (not absolutely necessary) i.e. Wedding of near relative or friend
- e. Religious
  - aa. Ordination/Profession of near relative or friend
  - bb. Sacred rites of a friend
- f. Educational
  - aa. Commencement of near relative or friend
  - bb. School visit of child
- g. Medical
  - aa. Medical exam for overseas teaching
  - bb. Medical exam for marriage

#### **7.2.1 Notification to Staff of IEP Goal Requirements\***

The Building Planning and Placement team is responsible to provide each teacher involved in any part of a special education student's instructional goals with necessary information in a timely manner.

#### **7.2.2 Right to Call a Planning and Placement Meeting\***

Regulation 10-76d-11 provides that each Planning and Placement Team shall review and, if appropriate, revise each child's individualized education program periodically but not less than annually. In addition, a review shall be made upon request of the parents or personnel working with the child, provided the child's educational performance indicates the need for a review.

The regulation provides any member of the professional staff working with the child the right to request a Planning and Placement Team (PPT) meeting to consider a change in the Individual Education Program (IEP). It is incumbent upon

the chairperson of the PPT to call the meeting and to follow the procedure prescribed by the state and federal law.

## **OTHER SELECTED POLICIES AND MEMORANDA**

### **AS OF THIS PRINTING**

#### **PHYSICAL EXAMINATION - (BOARD POLICY 4114)**

All personnel, on appointment, shall present evidence of physical and mental fitness in accord with the requirements prescribed by the Fairfield Department of Health.

On request of the Superintendent, any staff member may be required to present evidence from a qualified physician that he/she is physically and/or mentally qualified to perform his/her duties in a satisfactory manner.

#### **ASSIGNMENT OF PERSONNEL - (BOARD POLICY 4115)**

Assignment of personnel shall be made by the Superintendent in the best interest of the Fairfield Public Schools.

The Superintendent shall specify and assign duties to personnel, and shall be responsible for the enforcement of such rules and other contractual obligations as the Board may from time to time establish for the proper and efficient operation of the school district.

The assignment of personnel may include assignments at times not restricted to the traditional school day in order to maximize the effectiveness of staff, programs, and time for instruction.

Transfers shall be made in the best interest of the Fairfield Public Schools.

#### **TERMINATION OF EMPLOYMENT - (BOARD POLICY 4119)**

Employees possessing firearms or legally defined weaponry while on school premises will be subject to employment termination proceedings.

#### **SMOKING BY SCHOOL EMPLOYEES - (BOARD POLICY 4119.5)**

Smoking by school employees will not be permitted in any public school building or on school grounds in the Town of Fairfield during the school day. Smoking is permitted by students and staff in Continuing Education, and adults attending meetings in school buildings in designated outside areas which are equipped with receptacles for ashes and associated debris.

PA93-304 prohibits smoking in school buildings while school is in session or student activities are being conducted. There is no designated area in the school building for employees.

#### **CHILD ABUSE - (BOARD POLICY 4119.6)**

In compliance with the Connecticut General Statutes §17-A101, the Fairfield Board of Education recognizes all professional and paraprofessional school employees as mandated reporters in all suspected cases of child abuse in and out of school. In order to protect children from injury and neglect, any suspicion of abuse must be immediately reported (within 72 hours) to the agency designated by State Statutes and to the Superintendent or his/her designee. Failure results in a fine.

#### **DRUG-FREE WORK PLACE - (BOARD POLICY 4119.7)**

In accordance with the Drug-Free Work Place Act of 1988 and the Drug-Free School Act, it is the policy of the Fairfield Public Schools to prevent and prohibit the use or possession of drugs and alcohol on school premises and, further, to prohibit any use of drugs or alcohol which would impair an employee's performance during school hours.

Violations of this policy, including the possession, use, distribution of any drug or alcohol, or drug paraphernalia and/or being under the influence of drugs or alcohol on school property or at any school sponsored event, will be dealt with in accordance with Administrative Regulations.

Since drug or alcohol use and abuse may be indicative of serious underlying problems, the Board of Education shall make every effort to offer an employee help and assistance that could include early identification of substance abuse problems, referral for treatment and aftercare.

In dealing with infractions, school personnel recognize that a sanctuary will not be provided for those who violate local, state, and federal law. Administrative Regulations will govern the involvement of the Police Department with respect to violations which occur on school property or at school sponsored events.

#### **Administrative Regulations**

1. Employees who violate the provisions of Board of Education Policy 4119.7 Drug-Free Work Place, will be subject to disciplinary action, consistent with applicable state and federal laws which may include referral for criminal prosecution. Disciplinary action will include at a minimum a letter of reprimand and may include but is not limited to suspension or termination from employment. Enrollment and successful completion of an appropriate substance abuse rehabilitation program may be required at the discretion of the administration.

2. Employees of the Fairfield Public Schools shall report any suspected violation of Board Policy 4119.7 Drug-Free Work Place, to an administrator or directly to the Superintendent of Schools. The Superintendent or his/her designee will immediately investigate the allegation and meet with the alleged violator. Any disciplinary sanctions imposed will ensure that similar violations are treated similarly.
3. All employees will be notified of this policy on a yearly basis, and are to recognize that compliance is mandated.
4. Information about available drug and alcohol counseling, rehabilitation and re-entry programs will be made available to employees.

### **POLICY REGARDING SEXUAL HARASSMENT**

It is the policy of the Fairfield Public Schools to maintain a working and learning environment free from harassment, insults or intimidation on the basis of sex or sexual orientation. Sexual harassment is against the law and against school district policy. (Connecticut General Statutes Section 46a-60 as amended and Title VII and Title IX of the Education Amendment (29 C.F.R. SS1604.11).

"Sexual harassment" is defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or, (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes any such conduct on the part of an employee toward a student.

No employee shall engage in any such conduct or condone such conduct by students. Furthermore, retaliation against an employee or student making a complaint is also prohibited.

Violations of this policy will result in disciplinary action. This disciplinary action may include but is not limited to a reprimand, probation, suspension or termination.

Complaints should be referred to the Title IX Coordinator at Fairfield High School if the occurrence involved the high school. All other complaints should be referred to the District Title IX Coordinator. Investigations of the alleged violations shall commence immediately and a report rendered to the Superintendent within forty (40) days. Those involved with a sexual harassment investigation are expected to protect the confidentiality of all individuals and information related to the case. Investigations will be documented with a written,

factual report, regardless of the investigation's outcome. Findings of an investigation may be appealed to the Board of Education.

## **POLICY REGARDING PHYSICAL FORCE -**

### **(BOARD POLICY 5113)**

Corporal punishment as a disciplinary measure is prohibited in the Fairfield Public Schools. Notwithstanding this, physical force may be used to quell a disturbance which threatens physical injury to others, to obtain possession of weapons or other dangerous objects, for the purpose of self-defense, and for the protection of persons and property.

## **POLICY REGARDING ELECTRONIC MONITORING**

Pursuant to the authority of Public Act 98-142, the Board of Education hereby gives notice to all its employees of the potential use of electronic monitoring in its workplace. While the Board may not actually engage in the use of electronic monitoring, it reserves the right to do so when determined to be appropriate by the Board or the Superintendent of Schools at their discretion.

"Electronic monitoring," as defined by Public Act 98-142, means the collection of information on school district premises concerning employees' activities or communications, by any means other than direct observation of the employees. Electronic monitoring includes the use of a computer, telephone, wire, radio, camera, electromagnetic, photo-electronic or photo-optical systems. The law does not cover the collection of information (A) for security purposes in any common areas of the Board of Education premises which are open to the public, or (B) which is prohibited under other state or federal law.

All staff members are made aware of the following:

- Virtually all electronic devices retain a record of each use, and the information about that use may be recoverable.
- Electronic communications may not be secure and therefore may not be an appropriate means by which to communicate confidential or sensitive information.
- Freedom of information Regulations apply to information maintained and/or communicated electronically as well as to information maintained or communicated on other media.

The law also provides that, where electronic monitoring may produce evidence of misconduct, the school district may use electronic monitoring without any prior notice when the Board and/or Superintendent have reasonable grounds to believe employees of the school system are engaged in conduct that (1) violates the law, (2) violates the legal



rights of the Board of Education or other employees, or (3) creates a hostile work environment.

### **USE OF WORKPLACE FACILITIES, PROPERTY AND RESOURCES**

The Board of Education gives notice to all employees that school system facilities, property, and resources are provided for uses which are consistent with the employee's job responsibilities. Other uses of school system facilities, property, and resources require prior approval of the employee's supervisor, with the exception of incidental personal use.

### **PROFESSIONAL DEVELOPMENT (ADMINISTRATIVE POLICY)**

**(BOARD ACTION DECEMBER 12, 1995)**

a. Elementary Level

There will be three (3) early release Professional Development and Planning days during the school year.

b. Middle and High School

Require 10 additional work hours per year of Professional Time for each staff member.

This proposal allows for teachers to develop plans relative to the improvement of instruction priorities in our school system. The time used to work on these plans is an addition to the established work day or work year. The work time should be scheduled in a flexible manner acceptable to both teachers and building administrators.

Plans can take, but are not limited to, any of the following forms:

1. Professional Development
2. Curriculum and Program Planning
3. Professional Collaboration
4. Observation of Other Schools and/or Programs

Plans developed by teachers must be submitted to the designated Administrator and approved in advance.

## MEMORANDUM OF INTENT

Following negotiations with the Fairfield Board of Education and the Fairfield Education Association, for a contract to be effective July 1, 1990 and terminating June 30, 1993, it was agreed that some further clarification was necessary as it relates to the new language in Article VIII i, Insurance Cost Containment. Both parties had a mutual interest in meeting for clarification. The following is reflective of the mutual intent of both parties and should help to serve as clarification and guidance for administrative implementation of the language.

Re: Recovery Incentive Program

It is the intent that the responsibility rests with the employee to follow up on any perceived errors and report same with appropriate documentation to the Board of Education insurance clerk.

Re: Stipend of \$500

It is provided to teachers who elect to waive in writing all health insurance coverage provided by the Fairfield Board of Education. It is clear that those individuals who had already waived insurance coverage would not be affected by the new contract waiver program. This stipend would be available only to individuals presently covered in part or in all for health insurance coverage and who elect to sign a waiver to remove themselves from all Board of Education sponsored insurance.

Re: Number of Payments

While the contract language suggests four equal payments, it is understood that should the Business Office believe a single payment would be more easily managed, then, such would be communicated by the Business Administrator to the president of the FEA prior to the initial implementation. It is understood that this stipend is a one-time payment.

Re: Employed Spouses

It is recognized that there are employees within the bargaining unit who have spouses also employed within the school district. It is the understanding of the parties that the intent was to encourage individuals to remove him/herself from health insurance coverage provided by the Fairfield Board of Education. Hence, to drop coverage and rejoin under one's spouse does not meet the intent of the program..

Re: Electing to Resume Board Provided Insurance

Benefits will not be provided for pre-existing conditions, disease, or ailment if the condition existed within a period of six months immediately prior to the member's effective date of reinstatement in such a manner as would cause a reasonably prudent person to seek diagnosis, care or treatment, or, medical advice or treatment was

recommended or received. Notwithstanding the foregoing, such benefits will be provided for pre-existing conditions after twelve months following the member's reinstatement. The pre-existing condition exclusion is not applicable to benefits for newborns.

Re: Waiver Disclaimer

The waiver which an individual signs to remove him or herself from the Board insurance program so as to qualify for the stipend should, at the same time, have included within or as part of this waiver document a disclaimer indicating the conditions that must be met and/or situations that are excluded. There must be fair and reasonable warning to protect both the Association and Board of Education.

Re: Hardship Situations

Both parties recognize that there are circumstances or hardships that might cause one to opt back into the insurance program. In such cases, arrangements should be made and/or efforts to allow in a most expeditious manner, the complete and full restoration to benefit coverage. Such circumstances might include death of a spouse or family member, divorce, and/or involuntary loss of employment on the part of the insuring spouse.

Re: Both parties recognize that as this intent document is prepared, there may be issues or circumstances that neither party conceives or is aware of and for which further discussions may be necessary as it relates to the intent of the newly negotiated language.

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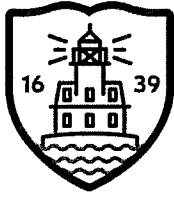
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### IMPORTANT TELEPHONE NUMBERS

Human Resources Office .....(203) 255-8462  
Fairfield Education Association.....(203) 255-2627  
Payroll Office.....(203) 255-8386  
Insurance Office.....(203) 255-8381  
State Certification Board.....(860) 566-4561  
State Teachers' Retirement Board.....(860) 566-5285

### CREDIT UNIONS

Fairfield/Bridgeport Teachers' Credit Union .....(203) 576-0554  
Town of Fairfield Credit Union .....(203) 256-3133



# FAIRFIELD PUBLIC SCHOOLS

Colleen Deasy, Esq.  
Executive Director of Personnel & Legal Services  
cdeasy@fairfieldschools.org

January 17, 2018

Town Clerks Office  
Town of Fairfield  
611 Old Post Road  
Fairfield, CT 06824

Re: **Fairfield, CT Collective Bargaining Agreement with Teachers**

Greetings:

Pursuant to Connecticut General Statutes §10-153d, enclosed please find a copy of the successor collective bargaining agreement that has been ratified by both the Fairfield Board of Education and the Fairfield Education Association (the "FEA"). The FEA is the exclusive bargaining representative of the Teachers in the Fairfield Public Schools. A copy of this agreement has been filed with the State Department of Education, also as required under Connecticut General Statutes §10-153d.

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,

Colleen Deasy,  
Director of Human Resources and Legal Affairs  
Fairfield Board of Education

Enclosures



MEMORANDUM

TO: MEMBERS OF THE FAIRFIELD RTM

FROM: ATTORNEY STEPHEN M. SEDOR  
FAIRFIELD BOARD OF EDUCATION

RE: 2018-2021 TEACHERS' CONTRACT

DATE: JANUARY 17, 2018

---

Greetings:

This Memorandum shall serve to provide you with a summary of the Collective Bargaining Agreement between the Fairfield Board of Education (the "Board") and the Teachers' Union (the "Union") for the period of July 1, 2018 to June 30, 2021.

**Duration:**

Three years (July 1, 2018 to June 30, 2021).

**Wages:**

2018-2019: ½ step advancement plus 1.0% G.W.I. to persons at max step.(1.55%)  
2019-2020: ½ step advancement and 1.64 % G.W.I.(2.92%)  
2020-2021: step advancement and 1.0% G.W.I. (3.52%)

Total % increase for Agreement = 7.99%  
Teachers will advance two (2) steps in three (3) years.

**Wages, Cost of Increment and Salary Account:**

**Base Salary:** 2017-2018 Salary Account = \$80, 060, 417.  
963.3 FTEs in the bargaining unit.  
257.7 FTEs at max step.

Projected Cost of Wage Increase:

2018-2019

|                          |   |                     |
|--------------------------|---|---------------------|
| ½ Step advancement cost  | = | \$971, 915          |
| G.W.I. cost              | = | \$272, 254          |
| Total salary increase    | = | \$1,244,169         |
| 2018-2019 Salary Account | = | <u>\$81,304,586</u> |

2019-2020

|                          |   |                     |
|--------------------------|---|---------------------|
| ½ Step advancement cost  | = | \$1,022,255         |
| G.W.I. cost              | = | \$1,350,033         |
| Total salary increase    | = | \$2,372,288         |
| 2019-2020 Salary Account | = | <u>\$83,676,875</u> |

2020-2021

|                          |   |                     |
|--------------------------|---|---------------------|
| Step advancement cost    | = | \$2,090,911         |
| G.W.I. cost              | = | \$857,790           |
| Total salary increase    | = | \$2,948,701         |
| 2020-2021 Salary Account | = | <u>\$86,625,576</u> |

Total increases due to 2 step advances = \$4, 085, 081

Total increases due to G.W.I. = \$2, 480, 077

Potential Increment (if the Teachers advanced a full step each year):

|                                 |   |                           |
|---------------------------------|---|---------------------------|
| 2018-2019 full increment amount | = | \$ 1, 943, 390.20 (2.43%) |
| 2019-2020 full increment amount | = | \$ 1, 979, 092.0 (2.41%)  |
| 2020-2021 full increment amount | = | \$1, 747, 715 (2.08%)     |

The Teachers agreed to advance only 2 steps during this Contract. We consider this to be an important concession.

|   |   |                 |
|---|---|-----------------|
| Total Potential Cost of 3 step advancements | = | \$ 5, 670, 197* |
| <u>Actual</u> step cost in Contract         | = | \$4, 085, 081   |

\*For further clarification, the potential cost of just advancing a step each year, without any general wage increase, was \$5, 670, 197. The actual amount of the step cost over 3 years is \$4,085,081.

Average Wage Increases Each Year by Position:

| Year      | Work Year | BA    | MA    | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|-----------|-----------|-------|-------|----------------------|----------------------|-----------|
| 2018-2019 | 10-mo.    | 995   | 1,256 | 1,399                | 1,137                | 1,382     |
|           | 10.5-mo.  | n/a   | 1,149 | 1,596                | 1,175                | n/a       |
| 2019-2020 | 10-mo.    | 1,885 | 2,401 | 2,726                | 1,904                | 2,458     |
|           | 10.5-mo.  | n/a   | 2,192 | 2,967                | 995                  | n/a       |
| 2020-2021 | 10-mo.    | 2,443 | 3,181 | 3,405                | 1,146                | 2,557     |
|           | 10.5-mo.  | n/a   | 2,933 | 3,243                | 1,207                | n/a       |

Average Wage Increases Each Year For Employees on Max Step:

| Year      | Work Year  | BA    | MA    | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|-----------|------------|-------|-------|----------------------|----------------------|-----------|
| 2018-2019 | 10-month   | 794   | 979   | 1,061                | 1,116                | 1,144     |
|           | 10.5-month | 826   | 1,031 | 1,118                | 1,175                | 1,205     |
| 2019-2020 | 10-month   | 1,315 | 1,621 | 1,758                | 1,848                | 1,895     |
|           | 10.5-month | 1,368 | 1,707 | 1,851                | 1,947                | 1,996     |
| 2020-2021 | 10-month   | 815   | 1,005 | 1,090                | 1,146                | 1,174     |
|           | 10.5-mo.   | 848   | 1,058 | 1,147                | 1,207                | 1,237     |

### **Insurance:**

At the approximate start of the collective bargaining negotiations, the following head count for teachers who take insurance was as follows:

247 Teachers take individual coverage.  
143 Teachers take employee plus one coverage.  
440 Teachers take family coverage.

The Teachers' insurance will continue to be provided under the State 2.0 Plan. The Teachers will pay 23% P.C.S. for the duration of the Contract. The Teachers' current premium cost share is one of the highest in Connecticut. In order to continue to attract quality teachers, the premium cost share shall remain the same for the duration of this Contract.

### **Savings From Changes in State 2.0 Plan:**

Changes were made to the structure of the State 2.0 Plan in October 2017. Municipalities and school districts had the option of implementing those changes in October 2017 or July 2018. Fairfield opted to implement these changes in October 2017. As a result, there is now a projected savings in the Teachers' health insurance obligations in the amount of approximately \$867,759 (based upon the head count noted above).

### **Comparative Settlements:<sup>1</sup>**

| <b><u>School District</u></b> | <b><u>'18-19</u></b> | <b><u>'19-20</u></b> | <b><u>'20-'21</u></b> | <b><u>Total</u></b> |
|-------------------------------|----------------------|----------------------|-----------------------|---------------------|
| Weston                        | 2.35%                | 2.42%                |                       | 4.77 %              |
| Redding                       | 3.19%                | 2.8%                 | 3.0%                  | 8.99%               |
| Branford                      | 2.35%                | 2.7%                 | 2.8%                  | 7.85%               |
| Region 9                      | 2.95%                | 2.98%                | 2.91%                 | 8.84%               |
| Granby                        | 3.62%                | 3.73%                | .475%                 | 7.825%              |
| Easton                        | 2.52%                | 2.47%                | 2.77%                 | 7.76%               |
| Fairfield                     | 1.55%                | 2.92%                | 3.52%                 | 7.99%               |

### **Language Changes:**

- **NEW**-If the State legislature places TRB obligations on the Town, there will be a re-opener to negotiate the impact of such action.
- **Article 4.1**-Elementary School teachers shall have forty minutes of preparation time during the normal school day, excluding wrap-around time.

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<sup>1</sup> The comparative information reflects settlements in DRG B and Fairfield County.

- **Article 4.1.4**-Updates the direct student contact time for elementary teachers to conform to practice.
- **Editorial**-Changes the term "Guidance Counselors" to "*School Counselors*."
- **Article 4.3.5**-Grants High School Teachers one mini-block per day of five per week during normal work hours, excluding wrap-around time.
- **Article 4.11**-An employee who is involuntarily transferred due to declining enrollment may return to the former position if vacant, for one year after the date of transfer and if school has not yet started.
- **Insurance**- *See above*. There will be a re-opener on insurance if the Cadillac Tax is triggered and the Board is exposed to pay such tax.
- **Article 9**-Requests for reimbursement for professional growth opportunities must be submitted within 60 school days from the receipt of the employee's final grade.

**Attachments:**

- CAFE publication of Teacher settlements.
- Table of Teachers at step.
- Salary Schedules for duration of contract.

# **CABE SETTLEMENT DATA**

**Teacher Settlement Data  
2017-18**

| DATE REPORTED | DISTRICT  | PROCESS | RAT (Y/N) | WITHOUT INCREMENT |         |         |         | WITH INCREMENT |         |         |         |
|---------------|---|---------|-----------|-------------------|---------|---------|---------|----------------|---------|---------|---------|
|               |   |         |           | 2018-19           | 2019-20 | 2020-21 | 2021-22 | 2018-19        | 2019-20 | 2020-21 | 2021-22 |
| 08/17/17      | NEW BRITAIN   | MED     | Y         | 0.00%             |         |         |         | 0.00%          | 2.60%   | 2.75%   | I       |
|               | Distribution to be worked out by the parties; PCS for HDHP plan incr from 18% to 19% in yr 2 & 20% in year 3.   |         |           |                   |         |         |         |                |         |         |         |
| 08/24/17      | WEST HAVEN  | NEG     | Y         | 2.49%             |         |         |         | 3.15%          | reopen  | reopen  | H       |
|               | 1% at max plus step; HDHP made sole plan eff 7/1/17; PCS 18% in 17-18 incr to 19% in 18-19, 20% in 19-21, Deduct \$2000/4000, BOLI funds HSA at 50%, RX \$5/25/40.  |         |           |                   |         |         |         |                |         |         |         |
| 09/26/17      | MANSFIELD   | NEG     | Y         | 0.00%             | 2.00%   | 2.50%   |         | 0.69%          | 2.93%   | 3.46%   | C       |
|               | HDHP becomes core plan w/buy up PPO; PCS for HDHP incr from 15% to 16% in yr 1, 17% in yr 2 & 18% in yr 3.  |         |           |                   |         |         |         |                |         |         |         |
| 09/29/17      | WILLINGTON  | NEG     | Y         |                   |         |         |         | 2.14%          |         |         | E       |
| 10/02/17      | EASTFORD  | MED     | Y         | 0.00%             | 2.50%   | 2.00%   |         | 1.37%          | 2.50%   | 3.38%   | E       |
|               | PCS for PPO incr from 18.5% to 19.5% in yr 2, 20.5% in yr 3.  |         |           |                   |         |         |         |                |         |         |         |
| 10/05/17      | WESTON  | MED     | Y         |                   |         |         |         | 2.35%          | 2.42%   |         | A       |
|               | Step plus 1% at max each year.  |         |           |                   |         |         |         |                |         |         |         |
| 10/16/17      | BLOOMFIELD  | MED     | Y         | 1.80%             | 1.70%   | 1.70%   |         | 1.80%          | 3.08%   | 3.06%   | G       |
|               | PCS for HDHP incr from 10% to 11% in yr 1, 12% in yr 2 & 13% in yr 3; PCS for PPO incr from 18% to 19% in yr 2 & 20% in yr 3.   |         |           |                   |         |         |         |                |         |         |         |
| 10/16/17      | REDDING   | NEG     | Y         |                   |         |         |         | 3.19%          | 2.80%   | 3.00%   | A       |
|               | HDHP will be only medical plan option. Salary grid increased from 12 to 16 steps. Schedule restructured in yr 1, step in each year, incr at max 2.0% in yr 1, 2.5% in yr 2 & 2.94% in yr 3; Eliminated PPO; HSA 70% BOLI funded in yr 1, 50% in yr 2 & 3; PCS 19.5% in yr 1, 20% in yr 2 & 20.5% in yr 3. |         |           |                   |         |         |         |                |         |         |         |
| 10/16/17      | STAMFORD  | MED     | Y         |                   |         |         |         | 2.99%          |         |         | H       |
|               | Yr 1: Step plus 1.24% at max, Yr 2: reopener; Eff 1/1/18 CT State Partnership Plan 2.0 will be sole plan at 18% PCS.  |         |           |                   |         |         |         |                |         |         |         |
| 10/16/17      | BRANFORD  | MED     | Y         |                   |         |         |         | 2.35%          | 2.70%   | 2.80%   | D       |
|               | Yr 1: No step, 3% below, 2% max; Yr 2: step, 0% below, 1.2% max; Yr 3: step, 1.28% at max; PCS for HDHP incr from 16.5% to 17.5% in yr 2 & 18% in yr 3, added post deduct RX of \$10/25/40.   |         |           |                   |         |         |         |                |         |         |         |
| 10/16/17      | SHARED SERVICES   | MED     | Y         |                   |         |         |         | 2.50%          |         |         |         |
| 10/18/17      | WOODSTOCK   | MED     | Y         | 1.50%             |         |         |         | 1.50%          | 2.90%   | 3.10%   | E       |
|               | No step in Yr 1; Yr 2: step & 2% at max; Yr 3: step & 2.27% at max.   |         |           |                   |         |         |         |                |         |         |         |

**Teacher Settlement Data  
2017-18**

| DATE<br>REPORTED | DISTRICT  | PROCESS | RAT<br>(Y/N) | WITHOUT INCREMENT |         |         | WITH INCREMENT |         |         |        |         |
|------------------|---|---------|--------------|-------------------|---------|---------|----------------|---------|---------|--------|---------|
|                  |   |         |              | 2018-19           | 2019-20 | 2020-21 | 2021-22        | 2018-19 | 2019-20 |        | 2020-21 |
| 10/23/17         | REGION 9  | NEG     | Y            |                   |         |         |                | 2.95%   | 2.98%   | 2.91%  | A       |
|                  | Step & 1.1% below max & 1.0% at max each year; HIDIIP will be only option for new hires & for all in yr 2.  |         |              |                   |         |         |                |         |         |        |         |
| 10/24/17         | CORNWALL  | MED     | Y            | 2.60%             | 0.78%   |         |                | 2.60%   | 2.60%   |        | C       |
|                  | Moved to State of CT Partnership Plan 2.0 health insurance. Added 1 day to teacher work year (185 to 186 days)  |         |              |                   |         |         |                |         |         |        |         |
| 10/25/17         | SALISBURY   | MED     | Y            |                   |         |         |                | 2.51%   | 2.78%   | 2.91%  | E       |
| 10/30/17         | BETHANY   | MED     | Y            |                   |         |         |                | 2.59%   | 2.53%   | 2.57%  | C       |
|                  | Schedule restructured in yr 1; yr 2 and 3 step & 0.5% at max; after school mtgs incr from 2/mo. for 1 hr to 3/mo for 50 min; PCS for HIDIIP incr from 22% to 23% in yr 2, 24% in yr 3, BOE funding of HSA in 2 installments.  |         |              |                   |         |         |                |         |         |        |         |
| 10/30/17         | MONTEVILLE  | MED     | Y            | 2.00%             | 1.39%   | 1.42%   |                | 2.00%   | 3.04%   | 2.65%  | F       |
|                  | Years 2 & 3: 1.0% below max, 1.50% at max plus step; HIDIIP will be base plan with buy-up to PPC; PCS for HIDIIP incr from 18.5% to 20% in yr 3.  |         |              |                   |         |         |                |         |         |        |         |
| 11/13/17         | GRANBY  | NEG     | Y            | 0.00%             | 0.00%   | 0.48%   |                | 3.62%   | 3.73%   | 0.475% | B       |
|                  | Curricular, athletic and extra-curricular stipends increased by 1.3% for each of the 3 years. Retired teachers and their spouses who are eligible for medical, dental and vision insurance through the Teacher's Retirement Board will be required to move to the Teacher's Retirement Board plan, or another plan of their choice, for these insurances. |         |              |                   |         |         |                |         |         |        |         |
| 11/13/17         | EASTON  | NEG     | Y            |                   |         |         |                | 2.52%   | 2.47%   | 2.77%  | A       |
|                  | 2018-19 and 2019-20, 1% to max step only; 2020-21, 0.29% all steps below max step and 1.31% to max step. Teachers not at max step advance one-step in each of the three years. HIDIIP optional in yr 1, and the only plan in years 2 and onward. Current PPC available year one only at full buy up cost.   |         |              |                   |         |         |                |         |         |        |         |
|                  | WINDHAM CNTY  |         |              |                   |         |         |                | 1.50%   | 2.90%   | 2.95%  | I       |
|                  | Distribution to be negotiated by the parties; HIDIIP is the base plan option, teachers hired after 7/1/13 not currently in PCS plan must choose HIDIIP; PCS for HIDIIP incr from 15.75% to 16.5% in yr 1, 17.5% in yr 2 & 18% in yr 3; Yr 2: post deduct RX: \$5/25/40, BOE reduces funds HSA 61.25% to 50%.  |         |              |                   |         |         |                |         |         |        |         |
|                  | TOLLAND CNTY  |         |              | 1.90%             |         |         |                | 1.90%   | 2.86%   | 2.96%  | C       |
|                  | Yr 1: no step; Yr 2: step & 1.7% at max; Yr 3: step & 1.50% at max; HIDIIP plan added RX copy after deduct \$5/25/40.   |         |              |                   |         |         |                |         |         |        |         |
|                  | FAIRFIELD CNTY  |         |              |                   |         |         |                | 2.30%   |         |        | B       |
|                  | Yr 1: 1.04% at max only & Step; PCS for HIDIIP will be 18.5%; parties will discuss State Partnership Plan.  |         |              |                   |         |         |                |         |         |        |         |
|                  | WINHAM CNTY   |         |              |                   |         |         |                | 2.50%   | 2.50%   | 2.75%  | H       |
|                  | Keep \$2000/4000 HIDIIP (existing) at 20%, 20%, 21% premium cost share. HSA Funding at 50% all 3 yrs.   |         |              |                   |         |         |                |         |         |        |         |



Connecticut Association of  
Boards of Education

Teacher Settlement Data  
2017-18

| DATE<br>REPORTED | DISTRICT | PROCESS | RAT<br>(Y/N) | WITHOUT INCREMENT |         |         |         | WITH INCREMENT |         |         |         |
|------------------|----------|---------|--------------|-------------------|---------|---------|---------|----------------|---------|---------|---------|
|                  |          |         |              | 2018-19           | 2019-20 | 2020-21 | 2021-22 | 2018-19        | 2019-20 | 2020-21 | 2021-22 |
| AVERAGE          |          |         |              | 2018-19           | 2019-20 | 2020-21 | 2021-22 | 2018-19        | 2019-20 | 2020-21 | 2021-22 |
|                  |          |         |              | 1.37%             | 1.40%   | 1.62%   | ####    | 2.32%          | 2.81%   | 2.78%   | ####    |

# **STEP INFORMATION**

**FAIRFIELD: 10-Month Teachers**

**BASE YEAR**

**2017-18 Step Placement**

| <b>Step</b> | <b>BA</b> | <b>MA</b> | <b>6th</b> | <b>7th</b> | <b>PhD</b> |
|-------------|-----------|-----------|------------|------------|------------|
| 1           | 4.2       | 5.8       | 1.0        | 0.0        | 0.0        |
| 2           | 6.2       | 12.0      | 2.0        | 0.0        | 0.0        |
| 3           | 8.8       | 10.4      | 3.0        | 0.0        | 0.0        |
| 4           | 8.7       | 22.8      | 6.2        | 0.0        | 0.0        |
| 5           | 7.0       | 24.0      | 2.0        | 0.0        | 0.0        |
| 6           | 5.0       | 48.5      | 14.0       | 0.0        | 0.0        |
| 7           | 3.0       | 28.8      | 15.0       | 0.0        | 0.0        |
| 8           | 5.0       | 26.0      | 16.9       | 0.0        | 0.0        |
| 9           | 2.0       | 21.3      | 9.0        | 0.0        | 0.0        |
| 10          | 0.0       | 22.5      | 22.0       | 0.0        | 0.0        |
| 11          | 2.0       | 18.1      | 9.7        | 0.0        | 1.0        |
| 12          | 3.0       | 19.1      | 17.0       | 0.0        | 2.0        |
| 13          | 0.0       | 16.0      | 11.0       | 0.0        | 0.0        |
| 14          | 1.0       | 18.2      | 11.8       | 0.0        | 1.0        |
| 15          | 0.0       | 14.0      | 14.2       | 0.0        | 0.0        |
| 16          | 0.0       | 16.5      | 18.8       | 0.0        | 0.6        |
| 17          | 0.0       | 27.8      | 45.8       | 0.0        | 1.0        |
| 18          | 1.0       | 16.8      | 29.2       | 1.0        | 0.0        |
| 19          | 3.0       | 74.4      | 95.4       | 63.9       | 9.0        |

**FAIRFIELD: 10.5-Month Teachers****BASE YEAR****2017-18 Step Placement**

| <b>Step</b> | <b>BA</b> | <b>MA</b> | <b>6th</b> | <b>7th</b> | <b>PhD</b> |
|-------------|-----------|-----------|------------|------------|------------|
| 1           | 0.0       | 0.0       | 0.0        | 0.0        | 0.0        |
| 2           | 0.0       | 0.0       | 0.0        | 0.0        | 0.0        |
| 3           | 0.0       | 0.0       | 1.0        | 0.0        | 0.0        |
| 4           | 0.0       | 2.0       | 0.0        | 0.0        | 0.0        |
| 5           | 0.0       | 1.0       | 0.0        | 0.0        | 0.0        |
| 6           | 0.0       | 3.0       | 0.0        | 0.0        | 0.0        |
| 7           | 0.0       | 0.0       | 1.0        | 0.0        | 0.0        |
| 8           | 0.0       | 0.0       | 3.0        | 0.0        | 0.0        |
| 9           | 0.0       | 1.4       | 0.5        | 0.0        | 0.0        |
| 10          | 0.0       | 0.0       | 0.0        | 0.0        | 0.0        |
| 11          | 0.0       | 0.0       | 2.0        | 0.0        | 0.0        |
| 12          | 0.0       | 0.0       | 1.0        | 0.0        | 0.0        |
| 13          | 0.0       | 0.0       | 1.0        | 0.0        | 0.0        |
| 14          | 0.0       | 0.0       | 0.0        | 0.0        | 0.0        |
| 15          | 0.0       | 0.0       | 2.0        | 0.0        | 0.0        |
| 16          | 0.0       | 1.0       | 2.0        | 0.0        | 0.0        |
| 17          | 0.0       | 0.0       | 1.0        | 0.0        | 0.0        |
| 18          | 0.0       | 0.0       | 2.0        | 0.0        | 0.0        |
| 19          | 0.0       | 2.0       | 7.0        | 3.0        | 0.0        |

# **SALARY SCHEDULES**

## **2018-2021**

APPENDIX B  
FAIRFIELD TEACHERS  
10-Month Employees  
2018-19

| Step | BA     | MA     | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|------|--------|--------|----------------------|----------------------|-----------|
| 1    | 47,120 | 51,831 | 56,541               |                      | 61,253    |
| 2    | 48,632 | 53,495 | 58,356               |                      | 63,220    |
| 3    | 50,149 | 55,164 | 60,177               |                      | 65,192    |
| 4    | 51,714 | 56,809 | 61,903               |                      | 66,998    |
| 5    | 53,241 | 58,336 | 63,431               |                      | 68,526    |
| 6    | 55,026 | 60,120 | 65,215               |                      | 70,309    |
| 7    | 57,573 | 62,667 | 67,762               |                      | 72,857    |
| 8    | 61,648 | 65,978 | 71,073               | 73,006               | 76,168    |
| 9    | 64,961 | 69,545 | 74,639               | 77,028               | 79,734    |
| 10   | 66,490 | 73,112 | 78,207               | 80,595               | 83,301    |
| 11   | 68,527 | 76,679 | 81,775               | 84,161               | 86,869    |
| 12   | 70,564 | 81,011 | 85,340               | 87,728               | 90,435    |
| 13   | 72,092 | 84,321 | 89,670               | 92,058               | 94,000    |
| 14   | 73,620 | 85,849 | 92,983               | 97,042               | 98,331    |
| 15   | 75,659 | 87,887 | 94,511               | 100,244              | 101,643   |
| 16   | 78,173 | 90,689 | 97,312               | 103,046              | 104,445   |
| 17   | 80,206 | 92,983 | 100,114              | 105,847              | 107,247   |
| 18   | 80,206 | 95,811 | 103,506              | 109,104              | 111,202   |
| 19   | 80,206 | 98,852 | 107,194              | 112,712              | 115,536   |

All teachers shall remain on the same step on the salary schedule.

**APPENDIX B**  
**FAIRFIELD TEACHERS**  
**10.5-Month Employees**  
**2018-19**

| Step | BA     | MA      | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|------|--------|---------|----------------------|----------------------|-----------|
| 1    | 49,662 | 54,627  | 59,594               |                      | 64,561    |
| 2    | 51,256 | 56,381  | 61,507               |                      | 66,633    |
| 3    | 52,854 | 58,140  | 63,425               |                      | 68,712    |
| 4    | 54,505 | 59,876  | 65,246               |                      | 70,616    |
| 5    | 56,117 | 61,486  | 66,858               |                      | 72,227    |
| 6    | 57,996 | 63,365  | 68,737               |                      | 74,106    |
| 7    | 60,680 | 66,051  | 71,422               |                      | 76,790    |
| 8    | 64,977 | 69,542  | 74,913               |                      | 80,281    |
| 9    | 68,455 | 73,300  | 78,671               | 80,594               | 84,040    |
| 10   | 70,066 | 77,058  | 82,431               | 84,947               | 87,800    |
| 11   | 72,227 | 80,819  | 86,190               | 88,706               | 91,559    |
| 12   | 74,374 | 85,384  | 89,948               | 92,464               | 95,318    |
| 13   | 75,790 | 88,874  | 94,512               | 97,030               | 99,076    |
| 14   | 77,402 | 90,485  | 98,003               | 102,283              | 103,640   |
| 15   | 80,495 | 92,633  | 99,615               | 105,657              | 107,131   |
| 16   | 83,413 | 95,586  | 102,568              | 108,610              | 110,086   |
| 17   | 83,413 | 98,003  | 105,520              | 111,563              | 113,039   |
| 18   | 83,413 | 100,938 | 109,049              | 114,952              | 117,161   |
| 19   | 83,413 | 104,097 | 112,892              | 118,710              | 121,682   |

All teachers shall remain on the same step on the salary schedule.

APPENDIX C  
FAIRFIELD TEACHERS  
10-Month Employees  
2019-20

| Step | BA     | MA      | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|------|--------|---------|----------------------|----------------------|-----------|
| 1    | 47,120 | 51,831  | 56,541               |                      | 61,253    |
| 2    | 48,703 | 53,572  | 58,441               |                      | 63,312    |
| 3    | 50,156 | 55,172  | 60,185               |                      | 65,201    |
| 4    | 51,787 | 56,965  | 62,142               |                      | 67,320    |
| 5    | 53,337 | 58,515  | 63,694               |                      | 68,872    |
| 6    | 54,891 | 60,069  | 65,248               |                      | 70,426    |
| 7    | 56,965 | 62,142  | 67,320               |                      | 72,498    |
| 8    | 60,069 | 65,248  | 70,426               | 73,006               | 75,605    |
| 9    | 65,248 | 68,872  | 74,050               | 76,479               | 79,229    |
| 10   | 66,804 | 72,498  | 77,676               | 80,104               | 82,854    |
| 11   | 68,357 | 76,123  | 81,303               | 83,729               | 86,479    |
| 12   | 70,945 | 79,750  | 84,928               | 87,353               | 90,107    |
| 13   | 72,498 | 84,928  | 88,551               | 90,979               | 93,729    |
| 14   | 74,050 | 86,479  | 93,729               | 96,156               | 97,354    |
| 15   | 75,605 | 88,033  | 95,285               | 101,111              | 102,532   |
| 16   | 78,195 | 90,622  | 96,835               | 102,665              | 104,086   |
| 17   | 81,521 | 93,729  | 100,979              | 106,806              | 108,228   |
| 18   | 81,521 | 95,285  | 102,532              | 108,359              | 109,783   |
| 19   | 81,521 | 100,473 | 108,952              | 114,560              | 117,431   |

All teachers not at maximum shall advance one step on the salary schedule.



APPENDIX C  
FAIRFIELD TEACHERS  
10.5-Month Employees  
2019-20

| Step | BA     | MA      | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|------|--------|---------|----------------------|----------------------|-----------|
| 1    | 49,622 | 54,627  | 59,594               | -                    | 64,561    |
| 2    | 51,330 | 56,462  | 61,596               | -                    | 66,730    |
| 3    | 52,862 | 58,148  | 63,435               | -                    | 68,722    |
| 4    | 54,580 | 60,038  | 65,496               | -                    | 70,955    |
| 5    | 56,218 | 61,677  | 67,135               | -                    | 72,592    |
| 6    | 57,857 | 63,312  | 68,773               | -                    | 74,231    |
| 7    | 60,038 | 65,496  | 70,955               | -                    | 76,411    |
| 8    | 63,312 | 68,773  | 74,231               | -                    | 79,688    |
| 9    | 68,773 | 72,592  | 78,051               | 80,594               | 83,507    |
| 10   | 70,382 | 76,411  | 81,871               | 84,428               | 87,329    |
| 11   | 72,048 | 80,233  | 85,695               | 88,251               | 91,150    |
| 12   | 74,776 | 84,055  | 89,512               | 92,070               | 94,971    |
| 13   | 76,411 | 89,512  | 93,333               | 95,891               | 98,791    |
| 14   | 77,655 | 91,150  | 98,791               | 101,350              | 102,611   |
| 15   | 79,688 | 92,787  | 100,429              | 106,571              | 108,068   |
| 16   | 84,781 | 95,516  | 102,067              | 108,208              | 109,708   |
| 17   | 84,781 | 98,791  | 106,432              | 112,573              | 114,074   |
| 18   | 84,781 | 100,429 | 108,068              | 114,211              | 115,712   |
| 19   | 84,781 | 105,804 | 114,743              | 120,657              | 123,678   |
| 20   | 84,781 | 105,804 | 114,743              | 120,657              | 123,678   |

All teachers not at maximum shall advance one step on the salary schedule.

## APPENDIX D

### FAIRFIELD TEACHERS 10-Month Employees 2020-21

| Step | BA     | MA      | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|------|--------|---------|----------------------|----------------------|-----------|
| 1    | 47,553 | 52,308  | 57,061               |                      | 61,816    |
| 2    | 49,190 | 54,108  | 59,025               |                      | 63,945    |
| 3    | 50,658 | 55,724  | 60,787               |                      | 65,853    |
| 4    | 52,305 | 57,535  | 62,763               |                      | 67,993    |
| 5    | 53,870 | 59,100  | 64,331               |                      | 69,561    |
| 6    | 55,440 | 60,670  | 65,900               |                      | 71,130    |
| 7    | 57,535 | 62,763  | 67,993               |                      | 73,223    |
| 8    | 60,670 | 65,900  | 71,130               | 73,006               | 76,361    |
| 9    | 65,900 | 69,561  | 74,791               | 77,244               | 80,021    |
| 10   | 67,472 | 73,223  | 78,453               | 80,905               | 83,683    |
| 11   | 69,041 | 76,884  | 82,116               | 84,566               | 87,344    |
| 12   | 71,654 | 80,548  | 85,777               | 88,227               | 91,008    |
| 13   | 73,223 | 85,777  | 89,437               | 91,889               | 94,666    |
| 14   | 74,791 | 87,344  | 94,666               | 97,118               | 98,328    |
| 15   | 76,361 | 88,913  | 96,238               | 102,122              | 103,557   |
| 16   | 78,977 | 91,528  | 97,803               | 103,692              | 105,127   |
| 17   | 82,336 | 94,666  | 101,989              | 107,874              | 109,310   |
| 18   | 82,336 | 96,238  | 103,557              | 109,443              | 110,881   |
| 19   | 82,336 | 101,478 | 110,042              | 115,706              | 118,605   |

All employees not at maximum shall advance one step on the salary schedule.

**APPENDIX D**  
**FAIRFIELD TEACHERS**  
**10.5-Month Employees**  
**2020-21**

| Step | BA     | MA      | 6 <sup>th</sup> Year | 7 <sup>th</sup> Year | Doctorate |
|------|--------|---------|----------------------|----------------------|-----------|
| 1    | 50,118 | 55,130  | 60,141               | -                    | 65,154    |
| 2    | 51,843 | 57,027  | 62,212               | -                    | 67,397    |
| 3    | 53,391 | 58,729  | 64,069               | -                    | 69,409    |
| 4    | 55,126 | 60,638  | 66,151               | -                    | 71,665    |
| 5    | 56,780 | 62,294  | 67,806               | -                    | 73,318    |
| 6    | 58,436 | 63,945  | 69,461               | -                    | 74,973    |
| 7    | 60,638 | 66,151  | 71,665               | -                    | 77,175    |
| 8    | 63,945 | 69,461  | 74,973               | -                    | 80,485    |
| 9    | 69,461 | 73,318  | 78,832               | 80,594               | 84,342    |
| 10   | 71,086 | 77,175  | 82,690               | 85,272               | 88,202    |
| 11   | 72,768 | 81,035  | 86,552               | 89,134               | 92,062    |
| 12   | 75,524 | 84,896  | 90,407               | 92,991               | 95,921    |
| 13   | 77,175 | 90,407  | 94,266               | 96,850               | 99,779    |
| 14   | 78,432 | 92,062  | 99,779               | 102,364              | 103,637   |
| 15   | 80,485 | 93,715  | 101,433              | 107,637              | 109,149   |
| 16   | 85,629 | 96,471  | 103,088              | 109,290              | 110,805   |
| 17   | 85,629 | 99,779  | 107,496              | 113,699              | 115,215   |
| 18   | 85,629 | 101,433 | 109,149              | 115,353              | 116,869   |
| 19   | 85,629 | 106,862 | 115,890              | 121,864              | 124,915   |

All employees not at maximum shall advance one step on the salary schedule.

# Historic District Commission

| Seat | Name                         | Position  | Party | Term Start | Term End |
|------|------------------------------|-----------|-------|------------|----------|
| 1    | Dailey, Thomas A             |           | D     | 11/12      | 11/17    |
| 2    | Smith, Timothy H             |           | U     | 11/13      | 11/18    |
| 3    | Klyver, Adam J               |           | R     | 11/14      | 11/19    |
| 4    | Kufferman, Margaret Browning |           | U     | 11/15      | 11/20    |
| 5    | Shea, Christopher            | Chair '17 | R     | 11/16      | 11/21    |
| ALT1 | Kaylor, Phoebe S             |           | U     | 11/13      | 11/18    |
| ALT2 | Gravanis, Arthur N           |           | R     | 11/14      | 11/19    |
| ALT3 | Negron, Rosina C             |           | U     | 11/16      | 11/21    |

| Full         |   | Alternate    |   |
|--------------|---|--------------|---|
| Party Count  |   | Party Count  |   |
| Democrats    | 1 | Republicans  | 1 |
| Republicans  | 2 | Unaffiliated | 2 |
| Unaffiliated | 2 | Total ALT    | 3 |
| Total Full   | 5 |              |   |

The Historic District Commission is an appointed board of eight volunteer residents who vote on alterations to properties that are within the town's three historic districts in Greenfield Hill, Southport and the Old Post Road near downtown Fairfield.

The Historic District Commission must approve any change to a property that is within a historic district if that change is visible from a public way, assuming natural barriers, such as shrubs and trees, are not in place, since they can be removed.

12/15/2017 5:04:37 PM



## Town of Fairfield

Office of the First Selectman  
725 Old Post Road  
Fairfield, CT 06824

### BOARDS AND COMMISSIONS QUESTIONNAIRE

*To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at [firstselectmanffld@town.fairfield.ct.us](mailto:firstselectmanffld@town.fairfield.ct.us). Please note that your resume and completed questionnaire are public documents. If you have any questions please contact the First Selectman's Office at 203-256-3030 or [firstselectmanffld@town.fairfield.ct.us](mailto:firstselectmanffld@town.fairfield.ct.us).*

Board/Commission: **Historic District Commission**  
Date: **January 27, 2016**

Name: **Rosina C. Negrón**  
Address: **952 Old Post Road**  
**Fairfield, CT 06824**  
Party: **Unaffiliated**

email: **rcnegron@hotmail.com**  
home phone: -  
work phone: -  
cell phone: **678-458-2873**

1. How did you learn about this position?

**Two and a half years ago we moved into our house, one of the town's surviving Pre-Revolutionary houses, the Andrew Rowland house. At the time, I looked into the preservation efforts in Fairfield and the work of the commission and have since been interested in, at some point, being part of the Historic District Commission.**

2. Why are you interested in serving and how can you contribute to this board / commission?

**I have a passion for historic preservation, believe in preserving historic fabric but also in finding a balance between old and new.**

3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.

**I have occasionally read past minutes to see what's going on in the historic neighborhoods.**

4. Have you spoken with the chair, any members, or the appropriate Department Head?

**I spoke with Ellen Gould on January 14, 2016 regarding my interest in preservation.**

5. Have you read the written description of the board's role?

**Yes, it is to discuss and vote on alterations to properties that are within the town's three historic districts.**

6. Do you have any potential conflict of interest?

**We own property on the Old Post Road historic district, therefore if our property goes for review in front of the commission I would have to recuse myself.**

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

**Yes, public hearings are held on the second Thursday of each month at 4:00 pm in the second floor conference room in Old Town Hall.**

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

**I am registered to vote and at the moment am unaffiliated.**

9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

**My interest in historic towns and buildings is innate, having grown up around a sixteenth century city, San Germán, the second oldest settlement in Puerto Rico. While working towards my architectural degree I volunteered during the summer in the historic districts of two local towns in Puerto Rico, San Germán and Ponce.**

**I continued my passion for preservation and architecture by pursuing a Master of Science in Historic Preservation and had the opportunity through an internship to work abroad, in Havana, Cuba. I have worked eleven years in architectural firms mainly focused in restoration and rehabilitation, and on a variety of project types on the East Coast, among them the Smithsonian Donald W. Reynolds Center for American Art & Portraiture in Washington, D.C.**

# ROSINA C. NEGRÓN MENICUCCI, LEED AP

952 Old Post Road, Fairfield CT 06824

(678) 458-2873 ♦ ♦ rcnegrón@hotmail.com

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## PROFILE

Detail-oriented **Project Architect** with significant education and experience in *historic restoration*, including building projects of national prominence. Excels at construction administration and document development. Fluent in English and Spanish. Proficient in AutoCAD, MicroStation, and Revit 2011, and ArchiCAD 19.

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## PROFESSIONAL EXPERIENCE

DAVID SCOTT PARKER ARCHITECT, Southport, CT

2016

### **Project Architect**

#### Greenwich Historical Society Master Plan, Cos Cob, CT

- ♦ Developed construction documents for Parking Lot Phase, and Selective Demolition of Toby's Tavern. Working on construction documents for Toby's Tavern restoration, and New Archives and Gallery building.

LORD AECK SARGENT, Atlanta, GA

2006 – 2011

### **Intern Architect III / Project Architect**

#### Coweta County Courthouse Rehabilitation, Newnan, GA

- ♦ Developed and coordinated construction documents and performed construction administration services for a \$7.5M project involving a 25,000-square-foot structure.

#### Dooly County Courthouse Re-roof project, Vienna, GA

- ♦ Developed documents for all design phases.

#### Armed Forces Retirement Home Chapel, Gulfport, MS

- ♦ Developed documents for all phases, complying with GSA standards.
- ♦ Performed construction administration services.

#### Abraham Lincoln Birthplace Memorial Building, Hodgenville, KY

- ♦ Developed architectural documents for all renovation design phases for 100-year-old memorial building enshrining Abraham Lincoln's symbolic birthplace cabin, complying with National Park Service standards.
- ♦ Performed construction administration services.

#### National Park Service Chalmette National Cemetery, Chalmette, LA

- ♦ Assisted with condition assessment and prepared documents for schematic design phase, complying with National Park Service standards.

#### Georgia State Capitol Exterior Stair and Wall Restoration, Atlanta, GA

- ♦ Developed documents for all design phases of the restoration of exterior limestone stairs and wing walls.
- ♦ Performed construction administration for the east stair and wing walls.

MARTIN RILEY ASSOCIATES, Decatur, GA

2005 – 2006

### **Intern Architect III / Project Architect**

#### Heritage Row and Heritage Corner, Savannah, GA

- ♦ Developed Part 3 Historic Preservation Certification Application.

#### 1300 Block Newcastle Street, Brunswick, GA

- ♦ Produced documentation for three 2-story buildings contributing to the Old Town Brunswick Historic District.
- ♦ Developed proposal for cast iron façade reconstruction of 1319-1321 Newcastle Street.
- ♦ Developed Part 1 and 2 Historic Preservation Certification Application.

#### Multi-family Housing

- ♦ Developed documents for all phases.

**PROFESSIONAL EXPERIENCE** *continued*

HARTMAN-COX ARCHITECTS, Washington, DC

2000 – 2004

**Intern Architect II & III / Project Architect**The Old Patent Office Building (Smithsonian Donald W. Reynolds Center for American Art & Portraiture)

- ♦ Worked on one of the most important Greek Revival buildings in America, consisting of four wings built in succession from 1836 through 1868. Previously restored in the 1930s and 1960s, the building required additional work to its fabric and infrastructure.
- ♦ Performed construction administration services for gross demolition, including removal of MEP systems, hazardous material, and salvage of historic fabric. Project divided into phases and included construction / renovation of 380,000+ gross sq. ft. of space, totaling \$283M.
- ♦ Oversaw construction administration services for exterior stone and window restoration.
- ♦ Developed construction documents for physical plan removal.
- ♦ Managed and developed HABS documentation as part of mitigation initiatives.

Information Technology Services (ITS) Building, University of North Carolina at Chapel Hill

- ♦ Coordinated construction documents, design development, and schematic design phases for 5-level, steel-frame facility to serve all technology infrastructure / application needs for entire campus. The 92,000-square-foot building was comprised of brick and precast veneer.
- ♦ Developed documents for all phases.

Renovation of The National Archives Building

- ♦ Developed construction documents for \$110M renovation project to include new mechanical systems and comply with accessibility standards and building codes.

Addition and Renovation of The Kennedy-Warren Apartment Building

- ♦ Developed construction documents for a \$48M 9-story apartment building addition consisting of 160 units and renovation of the public spaces in the existing building.

NATIONAL CENTER FOR CONSERVATION, RESTORATION AND MUSEOLOGY, Havana, Cuba

1999

**Summer Intern**

- ♦ Selected for internship by US/ICOMOS Summer Internship Program.
- ♦ Prepared architectural documentation for Third Cloister of the Convent of Santa Clara in Old Havana.

BERMELLO, AJAMIL & PARTNERS, Miami, FL, **Intern Architect I**

1997 – 1998

**EDUCATION / CERTIFICATION**

UNIVERSITY OF PENNSYLVANIA, Philadelphia, PA

2000

**Master of Science in Historic Preservation***Focus on Building Conservation and Preservation Design*

UNIVERSITY OF MIAMI, Coral Gables, FL

1997

**Bachelor of Architecture; minor in Art History***Study Abroad Program in Italy, Spring 1996*

Green Building Certification Institute – LEED AP Certification

**PROFESSIONAL AFFILIATIONS**

American Institute of Architecture ♦ National Trust for Historic Preservation  
 National Council of Architectural Registration Boards ♦ Junior Women's Club - Fairfield





**RECEIVED**

By Office of the First Selectman at 3:31 pm, Dec 20, 2016

## Town of Fairfield

Office of the First Selectman  
725 Old Post Road  
Fairfield, CT 06824

### BOARDS AND COMMISSIONS QUESTIONNAIRE

*To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at [firstselectmanffd@town.fairfield.ct.us](mailto:firstselectmanffd@town.fairfield.ct.us). Please note that your resume and completed questionnaire are public documents. If you have any questions please contact the First Selectman's Office at 203-256-3030 or [firstselectmanffd@town.fairfield.ct.us](mailto:firstselectmanffd@town.fairfield.ct.us).*

Board/Commission: **Historic District Commissions**  
Date: **December 18, 2016**

Name: **George Clark**  
email: **gec1800@aol.com**  
Address: **174 Old South Rd.**  
**Southport, CT 06890**

home phone: **203.255.0205**  
work phone: **NONE**  
cell phone: **203.816.7077**

Party: Republican

1. How did you learn about this position? Daniel Caruso and Samuel Cargill
2. Why are you interested in serving and how can you contribute to this board / commission? I have been working on Historic Houses in Fairfield for 5 years.
3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify. Yes, Many
4. Have you spoken with the chair, any members, or the appropriate Department Head? Yrs
5. Have you read the written description of the board's role? Not yet
6. Do you have any potential conflict of interest? No
7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position? Yes

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation? Yes - Registered Republican

9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

I worked with the HDC on three projects, 179 Mail Street Southport, 939 Hillside Rd, Fairfield and 174 Old South Rd, Southport. Besides these houses in the HCS area I have had many project houses in Fairfield and Westport over the past 20 years.

**RECEIVED**

*By Office of the First Selectman at 4:26 pm, Jan 12, 2017*

**George E. Clark, Jr.**

**174 Old South Rd. Fairfield, CT, 06890 - gec1800@aol.com,  
203.816.7077**

**Bio:**

I was raised in Southern CT, lived in Darien until 1960 when I was 16 my family moved to Fairfield. Our family spent the Summer months in Marion MA. I attended The Gow School in South Wales NY, and then moved to Boston to attend Boston University.

My first work experiences were several entrepreneurial businesses, a FM radio station on Cape Cod, A sound systems company, which partnering with Bose Corporation and a partnership in an amusement Park, in East Providence, RI.

In 1975 I joined Pitney Bowes on a management-training program. In 1978 I moved to the CT. headquarters and worked in the Marketing. In 1990 I was promoted to VP of Marketing, Office Products Division. In 1995 I proposed a business plan to transition low no margin rural markets operations to profit Business Centers (BC) through acquisitions that increase revenue, contributions. From 1995 through 2005 the BC's grew by 40 acquisitions in the US and Canada with an annual revenue of \$250M. Over the past 15 years the Office Products Division of PB was spun off to an independent company, then acquired by Océ and Océ was acquired by Canon in 2010. Through all this change the BC's were untouched and grew. In 2013 Canon made the decision to integrate the BC's into the Canon Zone structure. I negotiated a role to lead the unwinding of operations to minimize the impact to revenue, contribution and employees. The final integration was completed in June 2015 and on July 1st I retired.

Outside of work I have been a member and officer of the Greenfield Grange for 15 years supporting it's location in Fairfield. I also served for eight years on the Board of the Pequot Library. For sports I like sailing, skiing walking and tennis and spend time in Newport RI during the summer.

Over the past 20 years I have also invested in a real estate development business buying remodeling and selling homes in the Fairfield and Westport markets.

Today I live with my wife Elisabeth in Southport on Old South Rd.

# Harbor Management Commission

| Seat | Name                    | Position       | Party | Term Start | Term End |
|------|-------------------------|----------------|-------|------------|----------|
| 1    | [VACANT]                |                | *     | 11/17      | 11/21    |
| 2    | Foster, Mark S          |                | U     | 11/17      | 11/21    |
| 3    | French, Harry B         | Secretary '18  | R     | 11/17      | 11/21    |
| 4    | Harman, James L         | Chair '18      | D     | 11/15      | 11/19    |
| 5    | Marsilius, Norman R     |                | R     | 11/15      | 11/19    |
| 6    | Taylor, Kim             | Vice Chair '18 | D     | 11/15      | 11/19    |
| 7    | Jennings, Christopher R |                | R     | 11/15      | 11/19    |
| ALT1 | Beacock, Cheryl H       |                | U     | 11/17      | 11/19    |
| ALT2 | [VACANT]                |                | *     | 11/15      | 11/17    |

| Full         |   | Alternate    |   |
|--------------|---|--------------|---|
| Party Count  |   | Party Count  |   |
| Vacant       | 1 | Vacant       | 1 |
| Democrats    | 2 | Unaffiliated | 1 |
| Republicans  | 3 | Total ALT    | 2 |
| Unaffiliated | 1 |              |   |
| Total Full   | 7 |              |   |

The Harbor Management Commission was established by Town Ordinance in 1986 to prepare and implement a Management Plan for Southport Harbor. It is the Commission's responsibility to plan for the most desirable use of the harbor and protect the harbor's natural and historic resources. The Commission reviews all proposed projects affecting the harbor to make sure they are consistent with the Management Plan; works with the Harbor Master to oversee all boat moorings; and is responsible for special projects to improve and maintain the Harbor, including dredging projects. The Commission pursues its mission in coordination with other Town agencies and state and federal agencies such as the Connecticut Department of Energy and Environmental Protection and U.S. Army Corps of Engineers.

1/11/2018 1:41:15 PM



## Town of Fairfield

Office of the First Selectman  
Fairfield, Connecticut 06824

RECEIVED  
OCT 30 2017  
FIRST SELECTMAN'S OFFICE

### BOARDS AND COMMISSIONS QUESTIONNAIRE

To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at [firstselectmanffld@town.fairfield.ct.us](mailto:firstselectmanffld@town.fairfield.ct.us). Please note that your resume and completed questionnaire are public documents. If you have any questions please contact Kathleen Griffin at 203-256-3030 or [kgriffin@town.fairfield.ct.us](mailto:kgriffin@town.fairfield.ct.us).

Board/Commission: Harbor Management  
Date: 10/27/2017

Name: Jacob Herschler  
Address: 1226 Pratt Ave  
Southport, CT 06490

Email: tziporah@mc.com  
Home Phone: 203-256-8797  
Work Phone: \_\_\_\_\_  
Cell Phone: 203-209-8435

1. How did you learn about this position?

Town website

2. Why are you interested in serving and how can you contribute to this board / commission?

I live in Southport, own a sailboat, have a town mooring, and am a PPC member. I am retired and have time to devote to the Commission.

3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.

I review the minutes and agendas on the town website

4. Have you spoken with the chair, any members, or the appropriate Department Head?

No

5. Have you read the written description of the board's role?

Yes

6. Do you have any potential conflict of interest?

No

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

4:00 PM 3<sup>rd</sup> Tuesday of each month - Sullivan Independence Hall. - Yes.

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

Yes. Democratic.

9. Use this space to ask any questions you may have or to provide additional information you'd like to share.

# JACOB HERSCHLER

RECEIVED  
OCT 30 2017  
FIRST SELECTMAN'S OFFICE

## PROFILE

Retired financial services industry corporate executive with 30 years of management experience in business strategy, accounting, marketing, operations, and product development. Southport resident since 2000. Member of Pequot Yacht Club. Southport Harbor town mooring holder. USCG licensed Master 50GT Auxiliary Sail Endorsement.

## EXPERIENCE

### ADVISOR TO FOUNDER, RIGHT CAPITAL - 2015- PRESENT

Advisor to the founder and CEO of Right Capital, a financial planning software solution business start-up

### SENIOR VICE PRESIDENT, PRUDENTIAL FINANCIAL – 2003-2014

Served as CMO for Prudential's \$140B AUM annuities business in the U.S. commencing with Prudential's 2003 acquisition of American Skandia. Selected to establish a council of CMOs of Prudential's U.S. businesses to align marketing strategy across businesses and corporate center resources. Served as chairman of Prudential's U.S. Marketing Council for the first five years. Led initiatives to expand U.S. retirement product innovations to Prudential Financial businesses in Europe and Asia. Honored with the 2014 Marketing Innovation Award by the Insured Retirement Institute.

### VICE PRESIDENT, AMERICAN SKANDIA – 2000-2003

Led marketing team for the industry's largest seller of variable annuities. Collaborated with product development colleagues to create innovative new products and features.

### VICE PRESIDENT, KEYPORT LIFE INSURANCE CO. – 1990-2000

Served in a variety of corporate management roles including product development and marketing, competition research, and chief of staff to the company president.

### ALLSTATE INSURANCE CO. – 1982-1990

Began career in a succession of managerial assignments in Allstate's property and casualty and life insurance divisions: Unit Supervisor Trainee, Accounting Unit Supervisor, Accounting Unit Manager, Operations Division Manager, Operations Department Manager.

## EDUCATION

University of California, Santa Cruz – B.A., Departmental Honors, History, 1980



## Town of Fairfield

Office of the First Selectman  
725 Old Post Road  
Fairfield, CT 06824

### BOARDS AND COMMISSIONS QUESTIONNAIRE

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Board/Commission: **Harbor Management Commission**

Date: **October 20, 2017**

Name: **Ted Schwartzman**  
Address: **60 Lalley Blvd.**  
**Fairfield, CT 06824**  
Party: **Unaffiliated**

email: **tjschwar@sbcglobal.net**  
home phone: **203-254-3692**  
work phone: **203-254-3692**  
cell phone:

1. How did you learn about this position?

**Cheryl Beacock, a current member of the Harbor Management Commission (HMC), mentioned to me that she decided not to serve another term on the HMC. She also mentioned that she thought I could be a valuable contributor to the Committee if I would like to serve.**

2. Why are you interested in serving and how can you contribute to this board / commission?

**I know Southport Harbor well from 10+ years of sailing with Community Sailing of Fairfield and serving on its Board. I believe that I have gained expertise and insights into harbor and Long Island Sound management issues from this experience. I would welcome the opportunity to assist the HMC in managing and protecting this valuable resource for the Fairfield community.**

3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.

**I attended the 10/17/17 HMC meeting and reviewed agendas/minutes for past meetings.**

4. Have you spoken with the chair, any members, or the appropriate Department Head?

**I spoke with Jim Harman at the meeting and know HMC members Cheryl Beacock and Chris Jennings. I also know Harbor Master Lou Schueler.**

5. Have you read the written description of the board's role?

**I reviewed the HMC's description, role, and powers / duties on the Town's website.**

6. Do you have any potential conflict of interest?

**No.**



7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

**I can attend the HMC's meetings on the third Tuesday of each month at 4pm.**

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

**I have been a registered voter since about 1992 in Fairfield as an Independent.**

9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

**N/A**

**Ted Schwartzman**

Ted has resided in Fairfield, Connecticut for 25 years. He has been married 23 years and has two sons that attended and graduated from Fairfield public schools. Ted has been in the financial services industry for over thirty years. He is currently self-employed as President of SandPoint Associates, a firm that provides investment advice to institutional clients. Prior to this, Ted was with Hewitt Associates in Norwalk, where he was a Principal. Ted has an undergraduate degree from Rutgers College and a master's degree from the University of California at Berkeley. In the Fairfield community, Ted has been an adult leader of Boy Scout Troop 82 since 2009, serving as Troop Committee Chairman for five years. He also has been a member of Community Sailing of Fairfield since 2006, serving on its Board of Directors several times.

October 2017

Senior Center Five Year Bus Replacement Plan (Draft)

| <u>Replacement Year</u> | <u>Year/make /model / type</u> | <u>Mileage</u> | <u>Condition</u> | <u>Cost</u> |
|-------------------------|--------------------------------|----------------|------------------|-------------|
| 2018                    | 2007 Ford E-350 bus #2         | 122,548        | good             | \$60,000    |
| 2021                    | 2011 Ford E-450 bus #4         | 65,665         | excellent        | \$62,000    |
| 2023                    | 2013 Ford E-450 bus #5         | 62,120         | excellent        | \$62,000    |
| 2026 (newFY17)          | 2016 Ford E-350 bus #6         | 14,936         | excellent        | \$68,000    |
| *2017 (current reserve) | 2005 Ford E-450 bus #3         | 105,936        | poor             | \$60,000    |

\*2005 Ford bus # 3 will be used as reserve bus (pending replacement FY17).

1/19/18  
G. CORNWALL

| Object | H. Smith Richardson          | Fiscal Year<br>2010   | Fiscal Year<br>2011   | Fiscal Year<br>2012   | Fiscal Year<br>2013   | Fiscal Year<br>2014   | Fiscal Year<br>2015   | Fiscal Year<br>2016   | Fiscal Year<br>2017   | Fiscal Year<br>2018   | Fiscal Year<br>2018   |
|--------|------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
|        |                              | Actuals               | Actuals               | Actuals               | Actuals               | Actuals               | Actual                | Actual                | Actual                | Budget                | Estimated             |
| 42467  | Season Passes                | \$53,585.00           | \$46,815.00           | \$48,435.00           | \$50,610.00           | \$50,937.00           | \$54,390.00           | \$57,660.00           | \$60,460.00           | 58,000.00             | \$68,000.00           |
| 42468  | IDs                          | \$153,425.00          | \$152,195.00          | \$202,565.00          | \$183,432.33          | \$175,030.00          | \$177,839.18          | \$171,460.00          | \$196,490.00          | 225,000.00            | \$198,000.00          |
| 42469  | Locker Rentals               | \$3,650.00            | \$2,950.00            | \$3,100.00            | \$2,700.00            | \$2,550.00            | \$2,400.00            | \$2,200.00            | \$2,200.00            | 2,200.00              | \$2,200.00            |
| 42471  | Greens Fees                  | \$1,059,619.00        | \$972,240.00          | \$1,016,288.00        | \$956,627.00          | \$995,710.00          | \$973,026.00          | \$1,158,737.00        | \$1,048,187.00        | 1,100,000.00          | \$1,100,000.00        |
| 42472  | Driving Range                | \$136,435.00          | \$114,388.00          | \$102,115.00          | 126,898.00            | 143,692.00            | \$142,163.00          | \$142,655.00          | \$138,664.50          | 165,000.00            | \$150,000.00          |
| 42473  | Cart Rentals                 | \$270,230.00          | \$252,616.21          | \$276,650.00          | 269,983.24            | 296,386.00            | \$289,846.18          | \$346,071.71          | \$317,671.28          | 350,000.00            | \$350,000.00          |
| 42477  | Concession Fees              | \$38,000.00           | \$38,000.00           | \$35,000.00           | \$35,364.00           | \$35,992.41           | \$36,552.25           | \$35,923.87           | \$35,500.00           | 36,500.00             | \$36,500.00           |
|        | <b>Total Revenue</b>         | <b>\$1,714,944.00</b> | <b>\$1,579,204.21</b> | <b>\$1,684,153.00</b> | <b>\$1,625,614.57</b> | <b>\$1,700,297.41</b> | <b>\$1,676,216.61</b> | <b>\$1,914,707.58</b> | <b>\$1,799,172.78</b> | <b>\$1,936,700.00</b> | <b>\$1,904,700.00</b> |
|        | <b>Expenses</b>              | <b>\$1,405,874.00</b> | <b>\$1,492,328.00</b> | <b>\$1,609,227.00</b> | <b>\$1,448,904.00</b> | <b>\$1,452,608.00</b> | <b>\$1,418,621.00</b> | <b>\$1,350,013.82</b> | <b>\$1,344,562.26</b> | <b>1,299,557.00</b>   | <b>1,299,557.00</b>   |
| **     | <b>Health Insurance</b>      |                       |                       |                       |                       |                       | \$119,366.00          | \$119,366.00          | \$119,366.00          | 85,476.00             | 85,476.00             |
|        | <b>Net Income - Budget</b>   |                       | <b>\$86,876.21</b>    | <b>\$74,926.00</b>    | <b>\$176,710.57</b>   | <b>\$247,689.41</b>   | <b>\$138,229.61</b>   | <b>\$445,327.76</b>   | <b>\$335,244.52</b>   | <b>\$551,667.00</b>   | <b>\$519,667.00</b>   |
|        | <b>Bonding Amortization</b>  | \$313.00              | \$278.00              | \$9,697.00            | \$15,434.00           | \$16,434.00           | \$19,869.00           | \$20,000.00           | \$20,000.00           | 20,000.00             | 20,000.00             |
|        | <b>Total Unemploy. Comp</b>  | \$35,492.00           | \$51,717.00           | \$17,083.00           | \$24,082.00           | \$17,400.00           | \$18,494.00           | \$18,494.00           | \$18,494.00           | 18,494.00             | 18,494.00             |
|        | <b>Net Income - Business</b> | <b>\$273,265.00</b>   | <b>\$34,881.21</b>    | <b>\$48,146.00</b>    | <b>\$137,194.57</b>   | <b>\$213,855.41</b>   | <b>\$99,866.61</b>    | <b>\$406,833.76</b>   | <b>\$296,750.52</b>   | <b>\$513,173.00</b>   | <b>\$481,173.00</b>   |

----- Forwarded message -----

From: Berchem, Kerry <[kberchem@akingump.com](mailto:kberchem@akingump.com)<mailto:[kberchem@akingump.com](mailto:kberchem@akingump.com)>>  
Date: Wed, Jan 24, 2018 at 10:20 AM  
Subject: RE: Follow-up items  
To: Phil Pires <[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)<mailto:[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)>>

With respect to Item 11 (the Clubhouse Committee), the presenter indicated the number of rounds played last year. Could we please get the data on the number of rounds played in the last 5 or 10 years. Given the general decline of golf in the past decade it would seem prudent to better understand the usage of the course and – presumably the clubhouse – and whether usage has been maintained, increased or decreased. Similarly, historical data on concessions would be helpful  
<https://www.theguardian.com/sport/2017/apr/07/drive-to-get-people-playing-golf-again>

On Wed, Jan 24, 2018 at 2:44 PM, Calabrese, Anthony <[ACalabrese@fairfieldct.org](mailto:ACalabrese@fairfieldct.org)> wrote:  
Hi Phil,

Here are the answers to Representative Berchem's questions:

| FY        | # of Resident Rounds | # of Non-Resident Rounds | Total # Rounds |
|-----------|----------------------|--------------------------|----------------|
| 2007/2008 | 28,515               | 14,161                   | 42,676         |
| 2008/2009 | 30,282               | 14,649                   | 44,931         |
| 2009/2010 | 29,822               | 14,135                   | 43,957         |
| 2010/2011 | 27,686               | 12,368                   | 40,054         |
| 2011/2012 | 30,307               | 12,578                   | 42,885         |
| 2012/2013 | 28,598               | 11,151                   | 39,749         |
| 2013/2014 | 26,513               | 13,879                   | 40,392         |
| 2014/2015 | 27,487               | 12,145                   | 39,632         |
| 2015/2016 | 30,735               | 15,598                   | 46,333         |
| 2016/2017 | 27,827               | 12,633                   | 40,460         |

| FY        | HSR Concession Rent |
|-----------|---------------------|
| 2007/2008 | \$ 46,992.00        |
| 2008/2009 | \$ 35,000.00        |
| 2009/2010 | \$ 38,000.00        |
| 2010/2011 | \$ 36,500.00        |
| 2011/2012 | \$ 35,000.00        |
| 2012/2013 | \$ 35,364.00        |
| 2013/2014 | \$ 35,992.00        |
| 2014/2015 | \$ 36,552.00        |
| 2015/2016 | \$ 35,923.00        |
| 2016/2017 | \$ 35,500.00        |

As you'll see the number of rounds played at HSR are very consistent from year to year. The optimal number

of rounds played is between 40,000 - 44,000. Anything over this effects the pace of play and creates more wear and tear on the course.

As for the concession rent, you can see it has been fairly stable over the last 10 years or so. It was higher in the years prior to the years I've listed above. The concession goes out to bid every five years or so and is publicly bid on.

Please let me know if you have any other questions.

Thanks.

Anthony

Phil –

As a follow up to Anthony's email on the number of rounds, please share with Representative Berchem that the biggest impact on number of rounds played each year is the weather during the season.

For example the difference in the last two season was entirely weather driven, in the 2015/2016 (46,333) season the course was open through January and we had virtually no rain in the summer months, the 2016/2017 (40,460) season was much more rainy and the course closed months earlier.

Hope this helps.

**Ryan W. Scully, Esq.**

Manager, Legal Affairs

United Rentals, Inc.

[100 First Stamford Place – Suite 700](#)

Stamford, CT 06902

[\(203\) 618-7330](#) (ph)

[\(203\) 918-5538](#) (cp)

(203) 622-4325 (fax)

[rscully1@ur.com](mailto:rscully1@ur.com)

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----- Forwarded message -----

From: **Lauren Bove** <[laurenrtm7@gmail.com](mailto:laurenrtm7@gmail.com)>

Date: Wed, Jan 24, 2018 at 11:01 AM

Subject: Re: Follow-up items

To: Phil Pires <[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)>

Mr. Moderator I do have questions:

I understand and support the need to update the clubhouse etc. ... my constituents however might not understand why their tax dollars belong there, when they are experiencing lean times.

1. Regarding the golf clubhouse project: will the committee look at any plans regarding maintaining and improving the fairways greens and cart paths?

2. Costly Nike golf camps aside, are there other more affordable options being explored for town residents teenagers to get involved in the sport? Golf has a long history of being an elitist game reserved for the richest in society. Will the committee explore participation in major industry initiatives like Junior League Golf, and local PGA Pros teaming up with community education programs, free junior rental clubs low cost programs? Golfing mentoring...not just for the rare talented 10 year old but teens who want to participate at the entry level?

3. Will anything be looked at regarding raising awareness of the clubhouse and golf course -- in particular, what it has to offer more residents of the town to get the most use out of it. Will the restaurant open to the public? If it was renovated and improved with it could become a revenue generator as Westports was. Host special fixed price dining events like Valentine's Day.

4. in conjunction, could the golf related resources be expanded to create a more democratized and vibrant golfing community? Again, especially for young adults and teenagers who would like to golf but cannot afford lessons and rounds at Winged Foot.

5. I'd like to see a greater range of plan in a greater range of costs on the lower end, since the town residents are in part supporting it financially.

6. Is committee exploring options like the food truck vs snack bar? It could save a lot and food trucks are very popular and no longer mean watery hot dogs and burnt coffee but everything from high end restaurant satellite operations to super hot dogs etc.

Thank you,  
Rep. Lauren Bove

Sent from my iPhone, so please excuse any typos.

From: **Calabrese, Anthony** <[ACalabrese@fairfieldct.org](mailto:ACalabrese@fairfieldct.org)>

Date: Wed, Jan 24, 2018 at 2:29 PM

Subject: RE: Follow-up items

To: "Pires, Philip" <[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)>, "Tetreau, Mike" <[MTETREAU@fairfieldct.org](mailto:MTETREAU@fairfieldct.org)>

Cc: Ryan Scully <[rscully1@ur.com](mailto:rscully1@ur.com)>

Hi Phil,

Here are the answers to Representative Bove's questions:

1. No, the HSR Building Committee will not be looking at this. These concerns are addressed in the 10 year plan and have been upgraded as funds have been allocated.

2. No, the HSR Building Committee will not be exploring these options. These options are explored by the current Golf Pro and the Golf Commission. It is their duty to promote youth golf and keep golf a thriving sport.

3. This will all depend on if the HSR Building Committee is able to include a restaurant in the design. Then it would depend on the concessionaire to offer those events. The current concessionaire does events like you've mentioned throughout the year. The restaurant is currently open to the public and any new restaurant would be as well.

4. Again, this is not the HSR Building Committee's charge, this would fall under the Golf Pro and Golf Commission.

5. The HSR Building Committee can look into all options once they are formed.

6. The HSR Building Committee can explore this option once the committee is formed.

Please let me know if you need anything else.

Thanks.

Anthony



----- Forwarded message -----

From: Berchem, Kerry <[kberchem@akingump.com](mailto:kberchem@akingump.com)<mailto:[kberchem@akingump.com](mailto:kberchem@akingump.com)>>

Date: Wed, Jan 24, 2018 at 7:55 PM

Subject: Re: Follow-up information regarding the H. Smith Richardson Golf Course

To: Phil Pires <[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)<mailto:[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)>>

How many fairfield residents played the approximate 28000 fairfield rounds and how many non fairfield residents played the other 12000?

From: **Calabrese, Anthony** <[ACalabrese@fairfieldct.org](mailto:ACalabrese@fairfieldct.org)>

Date: Thu, Jan 25, 2018 at 10:01 AM

Subject: RE: Follow-up information regarding the H. Smith Richardson Golf Course

To: "Pires, Philip" <[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)>, Ryan Scully <[rscully1@ur.com](mailto:rscully1@ur.com)>

Cc: "Tetreau, Mike" <[MTETREAU@fairfieldct.org](mailto:MTETREAU@fairfieldct.org)>

Hi Phil,

Here are the answers to the follow up questions from Representative Berchem:

Fairfield Residents playing at resident rates: approximately 3,500 each year

Unfortunately, with our current software there is no way for us to calculate how many non Fairfield residents play the 12,000 nonresident rounds. The Fairfield resident who plays at a non resident rate is paying double what a Fairfield resident with an ID would pay to play, so I'd like to believe there aren't too many Fairfield Residents who are playing that way.

Hope that helps.

Anthony

**H. SMITH RICHARDSON CLUBHOUSE BUILDING COMMITTEE CANDIDATES**  
**January 8, 2018**

Edna L. Albrecht (D), 323 Old Mill Road  
Christopher C. Cocotas (D), 122 Oldfield Drive  
Craig A. Curley (R), 109 Lakewood Drive  
Donald C. DiMartino (R), 84 Sunset Circle  
Frank T. Geiger (U), 301 Adley Road  
Tamara L. Guarino (U), 176 Brion Drive  
Jeffrey T. Hendrickson (U), 1982 Merwins Lane  
Kimberly L. Marshall (D), 180 Brookbend Road  
Harold G. Schwartz (D), 400 Eastfield Drive  
Jack Slane (D), 35 Bailey Road

Town of Fairfield  
H. Smith Richardson Clubhouse Building Committee

Committee Charge

An H. Smith Richardson Clubhouse Building Committee (HSRBC) shall be established to review and recommend a schematic design and obtain cost estimates for the renovation or replacement of the H. Smith Richardson Clubhouse, golf cart barn and for other site and grounds improvements including mechanical, electrical, plumbing, fire protection and sewer, for the Town of Fairfield.

The HSRBC shall be guided by the 2008 H. Smith Richardson Clubhouse Feasibility Study, the H. Smith Richardson Golf Course 10-Year Master Improvement and Financial Plan (2010-2019), the Town Facilities Commission and their 2014 recommendation, the Golf Commission, the Parks and Recreation Department, the public, including public meetings, and neighborhood concerns. In the current economic climate it is the direction of the BOS that the committee focus on those functions and components that are in direct support of the golf mission. All other recreational activities or functions should be considered as future options.

The HSRBC shall retain appropriate design professionals (architect, structural engineer) for site review, design and contract administration, and shall retain additional design, engineering and specialty consultants as may be required in accordance with Town selection and procurement standards and requirements. The HSRBC may retain a construction manager to facilitate and accomplish the construction. The HSRBC shall use the services of the owner's representative as designated by the Board of Selectmen (BOS). The HSRBC will follow all statutory requirements in regards to any energy savings or green initiatives.

The chair of the HSRBC shall develop a reporting process to keep the BOS updated specifically during the design process.

The HSRBC shall organize their scope of work and estimate the costs and request appropriate funding. The estimate of total project cost, schedule and schematic design documents shall provide the basis for the request for project funding to be submitted to appropriate Town bodies and agencies. The HSRBC shall seek any grants that may be available to help cover or reduce costs.

The HSRBC may consist of not less than seven and not more than eleven members including representation from the Golf Commission (liaison), TFC and members of the public. The HSRBC shall be appointed by the Board of Selectmen and confirmed by the RTM. The Committee shall report to the Board of Selectmen through the office of the First Selectman, and provide regular updates/seek input from the Golf Commission.

The committee shall meet monthly, shall maintain minutes and an orderly record and shall comply with Town and State statutes and regulations. The HSRBC shall follow practices and guidelines outlined in town building committee manuals and the 2007 report issued by the Building Construction Review Committee. The Committee shall use the Town's Owner's Rep Firm on this building project.

The Committee will consider the following as it evaluates and recommends project options:

- How to minimize the ongoing cost of maintenance and operation of the building and the improvements
- How to incorporate appropriate "green" initiatives and capabilities within the design and operation
- How to incorporate "time tested" options, design features and construction techniques
- How to minimize the impact to the existing golf course and golf operation.

*Approved by Board of Selectmen – 11-04-2015*

*Revised by Board of Selectmen – 02-01-2017*

*Revised by Board of Selectmen – 04-19-2017*

*Hyperlinks Added – October 2017*

*Revised by Board of Selectmen – 12-06-2017*

# Town of Fairfield

Office of the First Selectman

729 Old Post Road

Fairfield, CT 06424



## NEW BOARDS AND COMMISSIONS QUESTIONNAIRE

To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at [firstselectmanffld@town.fairfield.ct.us](mailto:firstselectmanffld@town.fairfield.ct.us). Please note that your resume and completed questionnaire are public documents. If you have any questions please contact Kathleen Griffin at 203-256-3030 or [kgriffin@town.fairfield.ct.us](mailto:kgriffin@town.fairfield.ct.us).

Board/Commission: H. Smith Richardson Clubhouse Building Committee

Date: \_\_\_\_\_

Name: Edna L. Albrecht (Lou)

email: LABBZ323@YAHOO.COM

Address: 323 OLD Mill Rd.

home phone: 203 256-0930

Fairfield, Ct 06824

work phone: \_\_\_\_\_

cell phone: 203 610-4329

1. How did you learn about this position?

As a member of the Golf Commission. (Term ended Mar. 2016)

2. Why are you interested in serving and how can you contribute to this board / commission?

I am very interested in the Golf Course as a plus for the community.

I was an original member of the Golf Commission Committee to study the construction of a new clubhouse at Smith

I was one of four administrators on staff at SCSU and as such, was on many committees for hiring, grievances, construction, etc.

3. Have you attended the meetings of any similar committees or reviewed past minutes or agendas?  
If yes, please specify.

NO

4. Have you read the committee charge?

Yes

5. Do you have any potential conflict of interest?

NO

6. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

Yes Democrat

7. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

I feel I have unique background experiences to be a member of the HSRBC.

March 16, 2016

Resume to be considered to serve on the H. Smith Richardson Clubhouse Building Committee.

1. I served on the original Committee of the Golf Commission to study the construction of a clubhouse at the golf course.
2. I was on the physical education and athletic staff at Southern Connecticut State University for 29 years. The last ten years being the Associate Athletic Director.
3. At SCSU, I was a member of the committee for the construction of Jess Dow Stadium. I also served on the NCAA Council which set policy for the National Intercollegiate Sports Programs.
4. At Smith Richardson, I was in charge of the CT Women's Amateur Tourney in 2009 and several major tournaments for the Southern New England Women's Golf Association.
5. I was a member of the Golf Commission till March 14th 2016 after serving five years.

Edna L. Albrecht (Lou)  
323 Old Mill Rd.  
Fairfield, CT 06824  
203 256-0930

*Edna L. Albrecht*



## Town of Fairfield

Office of the First Selectman  
725 Old Post Road  
Fairfield, CT 06824

### NEW BOARDS AND COMMISSIONS QUESTIONNAIRE

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Board/Commission: **H. Smith Richardson Clubhouse Committee**

Date: **4/19/17**

Name: **Christopher Cocotas**

Address: **122 Oldfield Drive**

**Fairfield, CT 06824**

Party:

email: **Christopher.cocotas@gmail.com**

home phone:

work phone:

cell phone: **203-246-9600**

1. How did you learn about this position? **Town of Fairfield news and announcements distribution list.**
2. Why are you interested in serving and how can you contribute to this board / commission? **In my time building in Fairfield County I've had the opportunity to appear in front of various commissions and boards. I believe with my professional experience developing, programming and designing various properties and my personal desire for community involvement I can assist the town in executing this project that the rest of the town and surrounding areas can enjoy for many years to come.**
3. Have you attended the meetings of any similar committees or reviewed past minutes or agendas? **If yes, please specify. I have not done so for this particular project. I've only ready the request to the First Selectman from the H. Smith Richardson sub committee requesting the improvements and the brief outline do the scope.**
4. Have you read the committee charge? **Yes, the committee is being charged with "reviewing and recommending a schematic design and obtaining cost estimates for the renovation or replacement of the H. Smith Richardson Clubhouse, golf cart barn and other site and grounds improvements."**
5. Do you have any potential conflict of interest? – **No I do not.**

6. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation? **I am registered to vote in Fairfield as a Democrat.**
7. Please use this space to ask any questions you may have or to provide additional information you'd like to share.
  - a. **I look forward to the consideration of the decision making body to allow me to give back to the Town of Fairfield. I have constructed many structures in my career and I think my experience and character lend itself well to helping the Town with this effort. If anyone has any further questions for me, I can be reach via email at [Christopher.cocotas@gmail.com](mailto:Christopher.cocotas@gmail.com) or cell phone 203/246-9600.**



# Christopher Charles Cocotas

122 Oldfield Drive, Fairfield, Connecticut 06824 | (203) 246-9600 | christopher.cocotas@gmail.com

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## PROFESSIONAL SUMMARY

Senior Level Construction Management Professional with a diverse blend of design, construction, project management and owner's representation experience. Dedicated leader who removes obstacles, increases efficiencies and achieves win-win outcomes. Impeccable communicator who possess strong organizational skills with an acute attention to detail and is able to manage multiple projects using effective time and priority management expertise. Actively displays good analytical, follow-through and decision-making intelligence, consistently bringing projects to a successful finish on time and under budget.

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## PROFESSIONAL EXPERIENCE

### Actium Development Company, New York, NY

September 2016 - Present

#### **Senior Project Manager – Development Manager**

Direct all efforts of development and capital redevelopment for various clients:

- Kickoff client projects with program coordination, initial budgets and design direction.
- Establish client schedule based on project specifics for all facets of the project from entitlement, design, permitting, improvements and close out.
- Facilitate client initiative by bidding and negotiating agreements for a team of qualified consultants which best suits the clients project, budget and schedule.
- Manage all consultants during design process ensuring conformance to schedule and brand standards set forth by the client.
- Provide guidance on budgeting, value engineering and material alternates.
- Bid and award construction management/general contracting agreements on behalf of the client.
- Manage all designers, purchasing agents, construction manager and alike throughout the execution phase of the project.
- Supply monthly reports and review/approve all monthly banking requisitions for client and lender review.
- Lead change order negotiations and project close out on behalf of our clients.

### Hunter Gregory Realty/Maplewood Senior Living, Westport, CT

December 2013 – September 2016

#### **Senior Project Manager**

Direct all facets of project oversight on construction and capital projects from initial planning and proposal stages through design, engineering, and construction cycles to project turnover and closeout. Scope of responsibilities include:

- Full accountability for design and construction budgets including construction costs, indirect fees, indirect costs, FF&E, general and administrative costs and contingency
- Work directly with equity partners and lenders to assist in coordinate financing for capital expenditures and new acquisitions.
- Management of on-site Maplewood project managers on all construction and capital projects.
- Selection and hiring of all consultancy and construction personnel through RFP process; Establish staffing plans.
- Negotiate and execute all consultancy agreements and manage design process.
- Coordinate and manage internal Maplewood review of design, drawings, specifications, samples, etc. including review by Maplewood operations groups
- Monitor approval of all FF&E purchase orders by interior designer
- Negotiate and execute all construction contracts and purchase orders
- Review, approve and monitor project design deliverables and construction schedules
- Perform on-site visits commensurate with the complexity/type of project
- Monitor coordination of FF&E installation with contractor(s) and operations
- Coordinate turn-over of project/space to operations
- Review and file all close-out documents including product and/or manufacturer warranties if not performed by on-site project manager

#### Projects Completed

Maplewood at Stony Hill, Bethel, CT: \$21MM, 84 Units  
Maplewood at Brewster, Brewster, MA: \$37MM, 132 Units  
Maplewood at Cuyahoga Falls, Cuyahoga, OH: \$14MM, 72 Units

#### Projects in Design and/or Construction

Maplewood at 93rd Street, New York, NY: \$220MM, 214 Units  
Maplewood at Twinsburg, Twinsburg, OH: \$14MM, 72 Units  
Maplewood at Mill Pond, Yarmouth, MA: \$20MM, 75 Units  
Maplewood at Mayflower Place Assisted Living: \$14MM, 51 Units  
Maplewood at Princeton, Plainsboro Township, NJ: \$25MM, 105 Units  
Maplewood at Southport, Fairfield, CT: \$30MM, 86 Units

### Park 7 Group, New York, NY

February 2013-December 2013

#### **Senior Project Manager, Avenue Clubhouses (Various Cities)**

Managed all amenities design, coordination and construction for ground up multi-family developments in various cities. Project locations include Lubbock, Texas, San Marcos, Texas and Tuscaloosa, Alabama

- Full accountability for all general contracting and owners' representation including FFE coordination, design coordination, city approvals and general contracting.
- Projects include 10,000sf clubhouse, pool house and 110,000-gallon resort style pool and associated amenities.
- Oversaw expedited construction schedules completing scope of work in six months or less.
- Responsible for monthly requisition review and comment, as well as financial reporting to capital partners.

**Hunter Gregory Realty/Maplewood Senior Living, Westport, CT****October 2011 – February 2013****Project Manager**

Worked directly for owner managing all new construction projects and capital improvements for a portfolio of six office and assisted living properties with a combined square footage over 425,000sf. Provided in house Construction Management services for renovations and capital improvements under \$1,000,000.

- Managed aggressive value engineering team to reduce costs of new construction and capital improvements while still providing quality and intent of base design.
- Negotiated design and construction proposals for new construction and renovations, including but not limited to, Construction Managers, Architects, Interior Designers, Engineering Services, Purchasing Agents, etc.
- As Owner's Representative, managed lender requisition process verifying payment amounts for work complete and conforming to all terms of the lender agreement.
- Participated in zoning and permitting processes as they relate to land purchase and new construction.

**Tishman Construction Corporation, New York, NY****October 2006 – October 2011****Project Manager (2010-2011)****Assistant Project Manager (2007-2010)****Purchasing Agent (2006-2007)****Major Projects Include:****Weill Cornell Medical Center, New York, NY – Project Manager**

- With Owner and Design Team, managed all trades in constructing a Mock Up for Weill Cornell Medical Center with a budget of \$5,000,000 while simultaneously managing the bid and award of multiple trades for main Weill Cornell Medical Center project with a budget of \$500,000,000.
- Responsible for contract management, inclusive of financial reporting, schedule of values review, insurance requirements, bonding capacities and labor rates.
- Site permits management. Worked with multiple government agencies to manage all permits required to construct new buildings in New York City and Long Island City, New York.

**44th Street InterContinental Hotel, New York, NY – Assistant Project Manager**

- Worked with Owner, Architect, and Interior Designer during preconstruction evaluating, budgeting, and estimating various design options.
- Implemented Value Engineering program utilizing a wide scope of industry professionals and overseas manufacturing to provide equal alternatives with substantial cost savings.
- Managed multiple project trades, including bid and award, submittals, RFI's, and Change Orders.
- Facilitated a diverse project team coordinating trades and organizing a fast track construction process keeping the project on schedule.

**1 World Trade Center, New York, NY – Purchasing Agent**

- Managed and analyzed 200+ hundred bids, following strict guideline set forth by the Port Authority of New York and New Jersey.
- Led a team to negotiate and award \$50+ million in Contracts; assisted on a team to negotiate and award Contracts \$1+ Billion.
- Prepared scopes of work for all building trades based on project drawings and specifications; Maintained Project Budgets for real time tracking of project costs.

**HITT Contracting, Inc. Fairfax, VA****October 2005 – October 2006****Assistant Project Manager**

- Initiated project RFP's by reviewing drawings and distributing plans to the required trades in order to qualify and prepare proposals.
- Conducted weekly construction progress meetings with the client, architect, and construction managers to address all open project issues and to facilitate a timely response; Coordinated relevant information with field supervision to ensure job quality and maintain project schedule.
- Maintained positive, ongoing client relationships by organizing, pricing, and executing service work; Created project submittal log to track client and architect approvals for all construction materials.

**EDUCATION****University of Connecticut, Storrs, CT****2003-2005****Degree: BA in Economics****United States Merchant Marine Academy, Kings Point, NY****2000-2002****Major: Marine Engineering**

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## Town of Fairfield

Office of the First Selectman  
725 Old Post Road  
Fairfield, CT 06824

### BOARDS AND COMMISSIONS QUESTIONNAIRE

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Board/Commission: **HSR Building Committee**  
Date: **December 29, 2016**

Name: **Craig Curley**  
Address: **109 Lakewood Dr**  
**Fairfield, CT 06824**  
Party: **Republican**

email: **[craig\\_curley@yahoo.com](mailto:craig_curley@yahoo.com)**  
home phone: **203.255.5896**  
work phone: **203.292.3037**  
cell phone: **203.583.0993**

1. How did you learn about this position?

**I was on the Fairfield Golf Commission from April, 2009 through April, 2014 and serviced as Chairman for 4.5 years.**

2. Why are you interested in serving and how can you contribute to this board / commission?

**I have been a resident of Fairfield for roughly 20 years and would like to see this town asset improved in an appropriate and fiscally-responsible way. I am an active patron of the HSR golf course and I believe that my experience as a patron along with my experience while serving on the Fairfield Golf Commission, and other work/life experience will help me add value to the HSR Building Committee and help bring this project to fruition.**

3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.

**As this building committee has yet to form, no. However, following my time on the Fairfield Golf Commission, I did attend meetings and sub-committee meetings held by the Town facilities Commission and the HSR Clubhouse Renovation Subcommittee in 2014.**

4. Have you spoken with the chair, any members, or the appropriate Department Head?

**I have expressed my interest to serve on this committee via email to the First Selectman and to Gerry Lombardo, the Director of Parks and Recreation prior to his retirement.**

5. Have you read the written description of the board's role?

**Yes.**

6. Do you have any potential conflict of interest?

**No.**

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

**My understanding is that dates and times for these meetings have not been established, but I work in Fairfield and don't foresee any dates or times that would present a conflict.**

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

**Yes. Republican.**

9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

**I have no specific questions other than whether a timeline has been established for the HSR Building Committee to get started.**

**Additional information with my credentials and relevant experience will be provided under separate cover.**

## **Craig A. Curley**

109 Lakewood Drive  
Fairfield, CT 06824

[craig\\_curley@yahoo.com](mailto:craig_curley@yahoo.com)  
203.583.0993

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My wife and I have lived in Fairfield since 1997 and have raised our two sons here. We love our town and our community. I have volunteered in different capacities over the years and would like to do so again. I believe my experience will add tremendous value to the HSR Clubhouse Building Committee. I believe that I can help the town improve an asset in both a cost-efficient and time-efficient manner.

### *Relevant Volunteer Experience*

#### **Fairfield Golf Commission**

Commissioner: 2009 – 2014

Chairman: 2009 – 2013

- Facilitated meetings, with a focus on competitive rate analyses, deliberations of annual budgets, and concessionaire contracts.
- Proposed and authored the HSR 10-year Master Improvement and Financial Plan
- Facilitated the prioritization and execution of golf course improvement projects
- Proposed and implemented the HSR Memorial Bench program

#### **H. Smith Richardson Golf Club**

Board of Directors: 2008 – 2010

Chairman, Scholarship Committee: 2008 – 2010

- Revitalized scholarship fundraising efforts through tee-marker advertising program
- Expanded the number of recipient awards through increased scholarship fund solvency

#### **Fairfield National Little League**

Division Coordinator: 2007 – 2013

Board of Directors: 2008 – 2014

All Star Coach: 2009 – 2012

Field Coordinator: 2010 – 2013

- Proposed and oversaw four major field renovations with budgets in excess of \$100K; each of which were completed ahead of schedule and under budget. (Melville Park phases 1 & 2, Tunxis Hill Park and Fairfield Woods Middle School)
- Proposed and facilitated privatized field maintenance to improve field conditions and lower town maintenance expense

### *Work Experience*

#### **Bank of America Merrill Lynch**

Renewable Energy Finance: 2010 – Current

Director, Pricing and Portfolio Analysis

- Oversee structuring and tax compliance for wind and solar equity investments and debt products totaling roughly \$2 billion annually and a portfolio balance totaling roughly \$6 billion

#### **Prior Employers**

Tygris Asset Finance, GE Commercial Finance, Montgomery Street Financial, Nations Credit, IBM Credit

### *Education*

#### **University of Connecticut, School of Business**

B.S. Finance: 1991



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Board/Commission: **H. Smith Richardson Clubhouse Committee**

Date: **6/13/16**

Name: **Donald C. DiMartino**

Address: **84 Sunset Circle  
Fairfield, CT 06824**

email: **ddimar@sbcglobal.net**

home phone: **203 335-2992**

work phone : **203 410-3489**

cell phone: **203 410-3489**

1. How did you learn about this position?

**As a member of the Town Facilities Commission and thru interaction with golfers at Smith Richardson.**

- 
2. Why are you interested in serving and how can you contribute to this board / commission?

**I have been actively involved in Town of Fairfield Construction Projects since approx. 2004 as a project manager for Turner Construction. I managed construction at the Fairfield School Projects (Mckinley, Warde, Ludlowe and Tomlinson). I was also a member of the Stratfield School building committee These gratifying experience of contributing to the improvement of our town Facilities has spurred my interest in serving on this building committee**

**I am a licensed structural engineer and have 39 years of engineering and construction experience. My professional experience and knowledge of the golf course make me well suited to positively contribute as a building committee member**

3. Have you attended the meetings of any similar committees or reviewed past minutes or agendas? If yes, please specify.

**I was chairman of the TFC subcommittee that conducted the most recent feasibility study for the clubhouse renovation in 2014. We made the recommendations for the Clubhouse and Site improvements in**

4. Have you read the committee charge?

**Yes, the revised charge dated 02-01-2017**

- 
5. Do you have any potential conflict of interest?

**I do not have any conflict of interest**

6. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

**I am a registered voter in the Town of Fairfield. My party affiliation is republican.**

7. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

**I have been golfing at H. Smith Richardson since 1972 and I am a member of the Men's Club.**

**I have also had numerous discussions with members of the golf commission and men's club concerning the needed improvements at the facility.**

---

**Resume**  
**Donald C. DiMartino**  
**84 Sunset Circle**  
**Fairfield, CT 06824**  
**(203) 335-2992**

Education:        Fairfield University  
Master of Business Administration with a major in Finance

University of Connecticut, Storrs, Connecticut  
Bachelor of Science, Civil Engineering with a major in Structural Engineering

**Employment:**

***04/2015 to present- PerkinElmer Corporation, Shelton, CT***

**Facilities Manager:**

- Manage construction projects and maintenance for a 250,000 SF manufacturing and engineering facility.
- Work with designers, contractors and end users to construct new projects and renovations in the existing facility
- Design and Construction projects include new Fitness Center, Lobby Renovations and Office and Lab Renovations,

***04/2000 to 04/2015- Turner Construction Company, Milford, CT***

**Project Manager:**

- In charge of managing the construction of Commercial Buildings Educational facilities and Hospitals. Supervise field staff, engineers and subcontractors.
- Construction projects include: \$12 million Lab Facility at Yale University School of Medicine, renovations at 3 high school projects for the Town of Fairfield, CT ranging from \$15 to \$30 million. Yale New Haven Hospital projects ranging from \$50 to the \$300 million Smilow Cancer Center. Managed the \$60 million addition to Norwalk Hospital.
- Work includes: providing preconstruction cost estimates & budgets, procuring contracts with subcontractors, tracking schedules and project budgets, insuring code compliance and conformance to contract documents.
- Coordinate construction and design requirements with Owner, Facility Managers, Architects, Engineers, Subcontractors and Building Officials

***02/1989 - 04/2000: Sikorsky Aircraft, Stratford, CT***

**Supervisor, Facilities Design and Construction**

- In charge of Structural, Civil, Mechanical and Electrical Engineering, Architecture and Construction Management.
- Responsible for design of Facility Projects at all Sikorsky Plants in CT and Florida. Supervise the interaction between Facilities Design, Construction, Environmental Dept., Space Planning & Maintenance.
- Design projects include: Major HVAC systems, chemical process lines, waste treatment systems, electrical power distribution systems, buildings, foundations, office and lab renovations.
- Work closely with purchasing dept. on procurement of competitive bids and terms & conditions of design and construction contracts. Extensive interface with Finance Dept. to manage project budgets.

***03/1982 - 02/1989: Tor and Partners Consulting Engineers, New Haven, CT***

- Responsible for the design and construction of commercial office buildings, parking garages, schools, hospitals & residential structures. Extensive experience in steel, concrete, masonry and wood design.
- Issued Structural drawings & specifications, approved shop drawings and inspected construction
- Experienced in computer aided structural design and drafting

**Public Service:**

***2007 - 2017: Member of the Town Facilities Commission-*** Oversee major projects in the Town of Fairfield, CT

***2010- 2012: Member of the Stratfield School Building Committee-*** Oversee the construction of an elementary school in Fairfield, CT

Personal:        Birth Date: April 12, 1955, Registered Professional Engineer in Connecticut, LEED Professional  
Married- two children, excellent health

References:     Available upon request





## Town of Fairfield

Office of the First Selectman  
Fairfield, Connecticut 06824

### BOARDS AND COMMISSIONS QUESTIONNAIRE

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Board/Commission: HSR Building committee  
Date: May 18 2016

Name: Frank Geiger  
Address: 301 Adley Road  
Fairfield

Email: Frank@greenscapedesign.org  
Home Phone: 2033716404  
Work Phone : \_\_\_\_\_  
Cell Phone: 2039130820

1. How did you learn about this position?  
Golf Commissioner; Ryan Morris

2. Why are you interested in serving and how can you contribute to this board / commission?

As a resident of Fairfield and an avid member of the golfing community I would enjoy being involved with planning, implementation and the construction of a functional, safe, green clubhouse, that the entire community can enjoy using.

As a business owner I am keenly aware of the many costs, budgets, documents and responsibilities involved in day to day operations. As a golfer I am aware of the most practical ways that the new facility should function. As someone who has designed outdoor environments for most of my adult life, I can offer expertise in the buildings relationship to its natural surroundings.

3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.  
no

4. Have you spoken with the chair, any members, or the appropriate Department Head?  
no

5. Have you read the written description of the board's role?  
yes

6. Do you have any potential conflict of interest?  
no

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

yes

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

yes, unaffiliated

9. Use this space to ask any questions you may have or to provide additional information you'd like to share.

## Frank Thomas Geiger

Frank Thomas Geiger was born in Amityville New York on September 21, 1956. Shortly after his family moved to Weston Connecticut where Frank attended Weston High School. He began working in the family business during high school. Frank studied landscape architecture at Ohio State University from 1974 through 1979. He began his career in Westport Connecticut at Geiger's Garden Center in 1979. Frank has designed beautiful landscapes throughout Fairfield County over the past thirty five years. These projects include Landsdowne Condominiums, Harvest Commons and The Great River Gold Club. Recently Frank started his own company Greenscape Design, one of Fairfield Counties finest landscape design firms. When Frank is not creating beautiful landscapes he is an avid golfer who has been both a golf commissioner for the Town of Fairfield and the president of the men's club at Fairfield's premier public golf course H. Smith Richardson.

Frank married in 1980 and has lived in Fairfield Connecticut with his wife Donna since that time. They have three grown children who all live locally and he enjoys time with three young grandchildren.



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Board/Commission: **HSR Clubhouse Building Committee**

Date: April 27, 2017

Name: Tamara Guarino

email: [TamGuarino3@optimum.net](mailto:TamGuarino3@optimum.net)

Address: 176 Brion Drive Fairfield, CT. 06825

home phone: 203.212.3006

cell phone: 203.247.8659

Party: Unaffiliated

1. How did you learn about this position? Anthony Calabresse

2. Why are you interested in serving and how can you contribute to this board / commission?

I am interested in serving on this committee because my family and I have lived in Fairfield for fourteen years and we love it! Fairfield has a lot to offer and the HSR project could make our town much more appealing to potential new residents and meet the needs of our current residents. My experience, knowledge and expertise in facilities & operational management, would be a positive contribution to this committee. Specifically, my ability to identify opportunities to improve and regulate processes to increase revenue and decrease costs.

3. Have you attended the meetings of any similar committees or reviewed past minutes or agendas? If yes, please specify.

In the past years I have served on committees for the Oaklane Country Club Pool & Clubhouse where we, among many other things, sought out bids on much needed

upgrades to major facility components that needed to meet state and local regulations. I have also served on the Fairfield Board of Education Strategic Plan, National Charity League Fairfield Chapter and the Chamber of Commerce. None of which were exact in nature.

4. Have you read the committee charge?

Yes, I have read the Committee Charge as well as the Program Requirements. I have also reviewed the 10 Year Master Improvement and Financial Plan.

5. Do you have any potential conflict of interest?

The only conflict that I could foresee is that I would really like all of the program requirements met.

6. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

Yes, I am a registered voter and I have no affiliation.

7. Please use this space to ask any questions you may have or to provide additional information you'd like to share

I welcome the opportunity to be a part of our towns committee that is affecting change in lives. I am a highly dedicated and motivated team player that has great interpersonal communication skills. I hope to serve with the best interest of our community.

Thank you for your time and consideration.

# TAMARA GUARINO

TamGuarino3@optonline.net ▪ (203) 247-8659  
176 Brion Drive ▪ Fairfield, CT 06825

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## DIRECTOR

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As a highly motivated operations professional with years of success overseeing recreational facilities, I have spearheaded multiple dynamic programs for all ages and needs. I am highly adept at building, developing, and directing high-functioning teams, as well as identifying opportunities to improve and regulate processes to increase revenue and decrease costs.

I have been recognized for an excellent track record for conflict resolution and client satisfaction regarding programs and services. My expertise leverage a strong analytical, collaborative, and decisive management in designing programming that capitalizes on market opportunities and propels business growth. As a forward-thinking leader, my skills are proficient in building consensus across all levels from employees to senior stakeholders as well as clients.

### *Areas of expertise:*

MANAGEMENT: PROGRAMS, EMPLOYEES, OPERATIONS & FACILITIES – TRAINING & DEVELOPMENT -STRATEGIC PLANNING & PARTNERSHIPS– PUBLIC & MEDIA RELATIONS - MARKETING & ADVERTISING – SAFETY & STATE REGULATIONS – BUDGETING PROCESS IMPROVEMENT & OPTIMIZATION -- P&L MANAGEMENT- CROSS-FUNCTIONAL LEADERSHIP –EVENT PLANNING – CLIENT SERVICES & SATISFACTION– WEBSITE MAINTENANCE – SOCIAL MEDIA

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## PROFESSIONAL EXPERIENCE

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### **SPORTSPLEX@FAIRFIELD** – Fairfield, CT

2011- April 2017

*Indoor recreational community with 120K SF of buildings on a six- acre campus.*

---

#### **DIRECTOR**

- Design and execute summer, vacation camps, and after school programs, including operation of Sportsplex bus service  
(Nine businesses involved in building vacation camps, organized & provided transportation from seven local schools)  
(Innovated a special needs camp & worked with a non-profit to offset the cost and hire the appropriate professionals)
- Oversee marketing and promotions campaigns, including press releases and media relations to drive business, visibility, and market share.  
(Brought together & managed 26 businesses to minimize advertising cost for mailer to 80,000 homes & businesses)
- Identify and develop opportunities that enable combined venue experiences, such as special events and group visits
- Pioneered team building programming  
(St. Vincent's attended three consecutive years and have booked eight more events to bridge the gap in their 'Change in Care' model.)
- Steer facility management and initiate improvements to Field House, GCA Parkour and Ninja Zone, as well as Rock Climb Fairfield and fitness centers  
(Overall maintenance & machinery service logs, education & training of staff, economic upgrades)
- Plan and advertise customer appreciation events and programs  
(Family Fun Day: a free event for the community, seven consecutive years)
- Create and maintain website, blogs, social media platforms, and Constant Contact account

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### **FAIRFIELD ICE ACADEMY** – Fairfield, CT

2010 to April 2017

*Skating and hockey training facility at Sportsplex@Fairfield with two ice surfaces teaching, recreation, or hockey.*

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#### **MANAGING DIRECTOR**

- Increased revenue 71% first year compared to projections and over 35-50% each successive year
- Lead daily facility, equipment, maintenance, safety, and employee operations
- Develop, market, and execute all programming, fostering and fortifying strategic partnerships with local youth hockey organizations
- Recruit and train instructors and administration, resolving all team issues and concerns
- Track and report cost analysis and P&L data directly to owner
- Maintain website, and social media

# TAMARA GUARINO

TamGuarino3@optonline.net ▪ (203) 247-8659

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## STAMFORD TWIN RINKS – Stamford, CT

2008 to 2009

*Recreational and ice skating facility teaching families how to skate, play hockey, dance, and more.*

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### PROFESSIONAL SKATING INSTRUCTOR

- Taught group skating and hockey lessons and programming
- Introduced preschool hockey program to compliment established classes and events

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## WINTER GARDEN ICE ARENA – Ridgefield, CT

1999 to 2007

*Recreational facility offering skating, figure skating, hockey programs, special events, and clinics.*

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### MANAGER

#### DIRECTOR OF ADVERTISEMENT

#### RETAIL SALES MANAGER

- Recognized for generating \$80K in annual sales, increasing sales by 60% while decreasing costs 32%
- Supervised all program instructors and assistants as well as custodial employees and Zamboni drivers
- Designed informational and marketing brochures and posters to develop business
- Controlled costs through advertising and sponsorships, writing all advertising copy
- Wrote and implemented standard operating procedures for all rink employees
- Held bimonthly staff meetings to facilitate open lines of communications and team building
- Maintained employee scheduling to ensure efficient service for all facility machinery and programming
- Sourced, negotiated, and ordered inventory and supplies
- Spearheaded client and employee challenges
- Instrumental in creating and strategic planning, including financial packages
- Established new accounts through innovative and networking initiatives
- Presented new retail product suggestions to bolster earnings

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## PREVIOUS PROFESSIONAL EXPERIENCE

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Business Owner – Limestone Herb Gardens – Ridgefield, CT

Head Instructor/Program Coordinator – Independent Contractor – Fairfield County Territory

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## TECHNICAL PROFICIENCIES

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Microsoft Office, Jackrabbit Class Management Software, Constant Contacts QuickBooks, Social Media Outlets

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## EDUCATION

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University of Maine, Orono



## Town of Fairfield

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Board/Commission: HSR Clubhouse Building Committee  
Date: April 20, 2017

Name: Jeffrey Hendrickson  
Address: 1982 Merwins Lane  
Fairfield, CT

Email: jth@greenfieldhill.us  
Home Phone: 203-256-0870  
Work Phone : \_\_\_\_\_  
Cell Phone: 203-571-8015

1. How did you learn about this position?

Email message from the First Selectman's Office

2. Why are you interested in serving and how can you contribute to this board / commission?

HSR is a first class golf course deserving a clubhouse that is commensurate with the beauty and play that it offers. Here is an opportunity to enhance the entire playing and sporting experience for Fairfield residents. Now that the Town has the premier municipal beach facility in the County, we have an opportunity to offer the finest municipal golf facility in the County. It's an exciting circumstance and I am eager to leverage my business background and personal interests to that end and become a key contributor to the project.

3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.  
No, not yet.

4. Have you spoken with the chair, any members, or the appropriate Department Head?  
No, not yet.

5. Have you read the written description of the board's role?  
Yes...

6. Do you have any potential conflict of interest?  
No...



7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

Yes...

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

Independent.... Fairfield resident for twenty years.

9. Use this space to ask any questions you may have or to provide additional information you'd like to share.

I am an avid golfer (16.5 GHIN Index), playing at HSR (Senior #9505) for the past several years and a member of Aspetuck Valley CC and The Course at Yale. My professional career entails building design, construction and facility maintenance responsibility. As CEO and COO of several nationwide businesses, I developed and supervised wide networks of locations. As CEO of Sport & Health Clubs, I came to understand the importance of aligning club culture with clubhouse design to support efficient functionality, property maintenance and a welcoming ambiance.



### SHORT BIO:

Jeff has proven to be an outstanding leader through various acquisitions and turnaround situations. Business services organizations with wide networks of operation, demanding customers and highly competitive markets are familiar to him. His experience ranges from large, global corporations to middle market companies both private (PE) and publically traded. In addition to North America, Jeff has successfully completed three international assignments.

**I CAN HELP YOU WITH:**

- ☐ Potential acquisitions – mid cap B2B and B2C service and light manufacturing or distribution companies
- ☐ Establishing vital information flows, KPIs and daily, web-based business performance dashboards
- ☐ Due diligence, 90-day plans, acquisition integration, turnarounds /restructuring in troubled situations
- ☐ On-the-scene assessments to identify obstacles and resource requirements to achieve desired outcomes

## EXECUTIVE ROLES / EXPERIENCE:

- ❑ **MCG global, LLC, Stratford, CT, Principal**  
MCG specializes in advising middle market companies that due to various financial and operational circumstances are unable to meet their obligations or achieve their desired immediate and value-building, strategic outcomes.
- ❑ **Velocity Express, Westport CT, COO & President 2003 – 2010**  
A TH Lee Putnam portfolio company. Operational leadership for the nation's largest (\$200mm pa revenue) provider of time-definite, regional delivery services through a network of 85 locations, 2,000+ contract drivers and state-of-the-art freight management IT systems.
- ❑ **Sport & Health Clubs, McLean, VA, CEO & President 2001 - 2003**  
A Carl Marks strategic investment, S&H is one of the top ten largest health and athletic club operators in the United States (100k members, 29 locations), providing an array of indoor-outdoor sports and wellness programs. Declining membership trends were reversed as fitness programs and facility upgrades significantly enhanced customer satisfaction and the ultimate sale value of the business.
- ❑ **BC Harris Publishing, White Plains, NY, COO & President 1998 - 2001**  
As BOD member, at the request of the owner and CEO, assumed executive leadership role of this privately held data base publishing company. Created complimentary business development and marketing strategies for both on-line and print products. Lean manufacturing analytics reduced directory production time and COGS, enhancing financial performance and customer satisfaction.
- ❑ **Budget Rent-a Car, Naperville, IL, EVP & COO 1997 - 1999**  
Pursuant to the Ford Motor Company divestiture of Budget to Budget Group, Inc, assumed full P&L responsibility for North America: \$1.3b pa revenue, 7,600 employees and 450 locations. Eliminated unprofitable operations, restored profitability, grew revenue for both trucks and cars.

**EDUCATION:**

- ☐ Executive Education Program, Harvard Graduate School of Business, 1986
- ☐ MBA, Whittemore School, University of New Hampshire, 1968
- ☐ BA, Hartwick College, 1966

[illegible]



## Town of Fairfield

Office of the First Selectman  
725 Old Post Road  
Fairfield, CT 06824

### NEW BOARDS AND COMMISSIONS QUESTIONNAIRE

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Board/Commission: Smith Richardson Clubhouse Committee  
Date: May 25, 2016

|          |                            |              |                          |
|----------|----------------------------|--------------|--------------------------|
| Name:    | <u>Kim Marshall</u>        | email:       | <u>caela83@gmail.com</u> |
| Address: | <u>180 Brookbend Road</u>  | home phone:  | <u>2032540707</u>        |
|          | <u>Fairfield, CT 06824</u> | work phone : | <u>4752893005</u>        |
|          |                            | cell phone:  | <u>2036501932</u>        |

1. How did you learn about this position?

Through the town facilities commission

2. Why are you interested in serving and how can you contribute to this board / commission?

I have been in the construction industry for 40 years. Also, I have served on two building committees in town so I understand how the process operates, from the committee charge to the final product. I have also served on the house committee for a local golf club so am familiar with the usage of a golf clubhouse building. Lastly, I enjoy the sport, modest as my skills may be.

3. Have you attended the meetings of any similar committees or reviewed past minutes or agendas? If yes, please specify.

I was on the Town facilities sub committee for the clubhouse.

4. Have you read the committee charge?

Yes.

5. Do you have any potential conflict of interest?

No.

6. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

I am registered as a Democrat.

7. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

---

**Kimberly Lucchesi Marshall**  
**180 Brookbend Road**  
**Fairfield, Ct 06824**

**203 254 0707**

**EDUCATION:**

**Boston College**

*Newton College of the Sacred Heart*

Chestnut Hill, MA

B. A. Architectural History

1971-1975

**Columbia University**

*School of Architecture, Planning and Preservation*

New York, NY

Graduate Coursework

September 2008- May 2009

**EXPERIENCE:**

**United Roofing & Sheet Metal, Inc.**

Danbury, CT

Director of Business Development

2014-present

Part of a team creating a roofing construction company "startup", covering 13 counties in New York and CT. Involved with reaching out to customers, point of contract for pre qualifications, insurance, bonding, bidding.

**Barrett Roofing**

Danbury, CT

Vice President

1975-2000, 2009 to 2014

*Estimating, Project Management, Contract Administration, Business Development*

Responsible in these capacities for projects of all sizes and durations, for clients ranging from general contractors, construction managers, and directly for private and public owners.

**ADDITIONAL INFORMATION:**

*Chair of the Management/Labor Negotiating Committee for Local #12- 1990-2000*

*Chair of the Health and Welfare Fund for Local #12- 1992-2002*

*Executive Board Member of the Connecticut Roofing Contractors' Association, holding position of Treasurer, Secretary, Vice President, President- three year periods per position 1990-2002*

*Member of the Advisory Committee for the Northeast Roofing Contractors-1993-1998*  
*Executive Board Member of the Bellarmine Guild at Fairfield Prep, chairing various committees [including four years for Prep Pride, the school store]-2001-2008*  
*Co Chair of the Landmark Campaign, a \$20,000,000 capital project for new additions and renovations at Fairfield Prep- 2003-2005*  
*Member of the House Committee at Brooklawn Country Club-2002-2009*  
*Member of the Fairfield Woods Building Middle School Building Committee 2009-2013*  
*Chair of the Osborn Hill Building Committee 2013-2016*  
*Member of the Town Facilities Commission 2013-2016*

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Board/Commission: **H. Smith Richardson Building Committee**

Date: **01-13-2016**

Name: **Hal Schwartz**  
Address: **400 Eastfield Drive**

email: **halrtm7@gmail.com**  
home phone: **203-371-7217**  
work phone: **203-432-6668**  
cell phone: **203-814-6317**

Party: **Democrat**

1. How did you learn about this position?  
**I inquired into possible appointments after deciding not to serve on the RTM anymore.**
2. Why are you interested in serving and how can you contribute to this board / commission?  
**I enjoy volunteering for the town and feel that my 12 years of RTM experience could be valuable to a building committee to help guide through approval process. I am also very good with running town meetings and FOI.**
3. Have you attended the meetings of any similar committees or reviewed past minutes or agendas? If yes, please specify. **I was on the RTM for 12 Years**
4. Have you read the committee charge?  
**Yes**
5. Do you have any potential conflict of interest?  
**Except that I play golf at Smith, No**
6. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation? **Registered Democrat**
7. Please use this space to ask any questions you may have or to provide additional information you'd like to share

Hal Schwartz 400 Eastfield Dr. Fairfield CT 06825

- Fairfield resident for 21 years.
- Married to Beth, with 3 daughters
- First elected to the RTM in 2003
- Past President North Stratfield School PTA, SNN PTA Board of Education Rep.
- Chairman of the RTM Sub Committee for Education and Recreation 2005-2007
- RTM Assistant Minority Leader 2009-2011
- RTM Minority Leader 2009-2013 2 terms
- Project Manager , Yale University YPPS 7 years
- Board Certified Baseball Umpire and Basketball Official

After serving 6 terms on the RTM and deciding that I wanted to do something else I am still interested in serving the town in a different capacity. I am well educated in the process of town bodies and how they work as well as budgets.





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Board/Commission: **H. Smith Richardson Club House Building Committee**

Date: **April 6, 2016**

Name: **Jack Slane**

email: **jackslane@aol.com**

Address: **35 Bailey Road, Fairfield**

home phone: **203 374 7545**

work phone: **203 661 8400**

Party:

cell phone: **203 962 1300**

1. How did you learn about this position? **From being on the Golf Commission**

2. Why are you interested in serving and how can you contribute to this board / commission?

**I am an avid golfer and former member of the Golf Commission. In the past I have served on the Board of Education and was chairman of the Long Range Facilities Planning Committee. I was the chairman of the first Fairfield Woods Building Committee for the school's first expansion and renovation. I served on the RTM and am a former Moderator. I am an attorney whose practice is concentrated in matters of land use, real estate and construction issues.**

3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify. **There have been no meetings that I am aware of. I am familiar with the feasibility study and the 10 year plan. I was in attendance when the Town Facilities Commission toured the site. I have read the charge and the recommendation of the Commission.**

4. Have you spoken with the chair, any members, or the appropriate Department Head? **I have spoken with Mr. Lombardo.**

5. Have you read the written description of the board's role? **Yes**

6. Do you have any potential conflict of interest? **No**
7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position? **No meetings are scheduled but my professional schedule is very flexible so I anticipate no difficulty attending meetings.**
8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation? **I am a registered Democrat**
9. Please use this space to ask any questions you may have or to provide additional information you'd like to share. **I have not questions. I do feel that the project is necessary to maintain the golf course as a first class amenity for the Town and a continued source of revenue.**

**JACK SLANE  
35 BAILEY ROAD  
FAIRFIELD, CT 06430  
203-374-7545**

w: 203 661-8400

Education:

University of Maine School of Law, Portland, Maine, 1971-1974  
(Editor, Law Review)

St. Michael's College, Winooski Park, Vermont, 1967-1971  
(Bachelor of Arts, History, cum laude)

Essex Catholic High School, Newark, New Jersey, 1963-1967

~~jackslane@aol.com~~  
jack.slane1@gmail

Professional:

Practicing Attorney. Since 1982 a Partner in the firm of  
Heagney, Lennon & Slane, LLP, Greenwich, Connecticut. Practice primarily in real estate and  
related litigation, including construction disputes, personal injury, zoning and land use issues

Bar Admissions: Connecticut, 1974; Federal District Court, Connecticut, 1975; New York, 1981;  
United States Tax Court, 1989; Federal District Court, Southern District of New York, 1996.

Fairfield Community Service:

Alternate, Zoning Board of Appeals, 2008-2009; Board of Tax Review, 2006; Representative  
Town Meeting, 1990-2002 (moderator for 1 term); Board of Education, 1988-1989; Co-Chairman,  
Long Range Facilities Planning Committee, 1988-1989; Fairfield Woods Planning Committee,  
1991; Fairfield Woods Feasibility Committee, 1992-1993; Co-President PTA Council, 1991-1993;  
Vestry, St. Paul's Church, 1992-1994; Chairman, Fairfield Woods Building Committee,  
1993-1998.

Personal

Fairfield resident since 1984

Married to Stacey Miles Slane, teacher 1<sup>st</sup> and 2<sup>nd</sup> grade, Easton Country Day School

Children: Allie, 26, Fairfield High, class of 2002

Emma, 24, Fairfield High, class of 2004

**Resume  
For  
Rodney J. Van Deusen, Jr.**  
157 Longdean Road, Fairfield, CT 06824  
Cell: 203-395-8121 - Vandu76@optonline.net

---

**Senior Project Manager and Construction Professional**

**Career Summary:**

Senior Project Manager/Inspector with a record of progressively responsible supervisory, leadership, business development, marketing, complex project management and design positions. I have broad base experience in project management and structural engineering (steel, concrete and timber) relating to commercial, waterfront and high-end residential structures. I have expertise in complex assessment inspections, waterborne transportation design and construction, and construction administration. A comprehensive knowledge of design and construction standards and codes. A demonstrated ability to build long-term client relationships and determine cost effective solutions to design, construction and regulatory issues. Key Strengths Include:

|   |   |
|---|---|
| Commercial Structural Damage Investigations | Residential Damage Evaluations                  |
| Knowledge of Building Codes                 | Construction Management                         |
| Certified Surface Air Supplied Diver        | Waterfront Design, Permitting, and Construction |
| Client Interaction                          | Proposal Generation                             |
| Specification and Bid Preparation           | Glass and Curtain Wall Design                   |
| Timber, Steel and Concrete Design           | Above and Below Water Inspections               |
| Business Development                        | Engineering Design and Management               |

**Professional Experience:**

**ARGE Consulting LLC**

October 2010 – Present

Position: Principal

Department: Project/Program Management and Design

I am directly responsible for the development and guidance for a consultancy specializing in project / program management, waterfront design, permitting and inspection, residential design and construction management. Developed and directly responsible for design concepts, supervision of office and field personnel, client interaction and satisfaction, generation of proposals, and development of marketing materials.

**Responsibilities:**

- Business Development – Responsible for the development of the strategic plan and direction, providing and guiding the firm's direction, vision and mission.
- Marketing – I am responsible for coordinating all marketing efforts for this firm. These efforts include: developing the web site, managing social media outlets, meeting with potential clients, attending and participating in industry organizations and events, initiate a quarterly newsletter, generation of successful proposals and monitoring proposal win/loss ratios.
- Project Management – Responsible for managing and implementing the overall project and program management for the firm. This includes project scheduling, estimating, report generation, review of change orders, review and generation of RFPs, client interaction and support.
- Investigations – Inspections include residential structural evaluation, commercial structural evaluation and waterfront structures.
- Design – Responsible for all aspects of design oversight including staff scheduling, reviewing calculations, preparing or reviewing permitting applications for local, state and federal agencies, reviewing drawings and specifications.
- Construction Administration/Management – Responsibilities will include preparing bid documents, bid review and evaluation, review of shop drawings, attending construction progress meetings, onsite supervision to assure adherence to design documents, and project closeout.

**I-ENG-A of Southern Connecticut**

October 2010 – October 2012

Position: Sr. Forensic Inspector

Department: Structural Engineering/Waterfront

In this position I was directly responsible for investigation and inspection of residential and commercial structures for insurance and residential clients. This work included on site investigation, developing comprehensive reports, design of repairs as required and estimating the cost of damage and subsequent repairs.

Responsibilities:

- Subrogation Claims
- Structural Claims
- Structural Defects
- Fire and Arson Investigations
- Auto and Marine Claims
- Litigation Support

**CSE, LLC**

October 2010 – October 2012

Position: Sr. Project Manager/Senior Engineer

Department: Structural Engineering/Waterfront

I was directly responsible for engineering and management of projects for architectural, engineering, commercial, insurance and residential clients. Design work included conceptual development of structural systems, analysis and design of new and existing structures, complete design documents, specifications, code compliance and cost estimating. This work amounted to approximately thirty percent of the firm's annual fees. Project management scope included identifying and developing clients, preparing proposals and managing projects through completion.

Responsibilities:

- Project Management
- Engineering Design
- Residential Damage Investigation and Evaluations
- Forensic Engineering Investigations
- Construction Administration/Management

**Ocean and Coastal Consultants, Inc.**

April 2005 – October 2010

Position: Project Manager/ Lead Engineer Diver

Department: Structural Engineer/Waterfront/Transportation

I was responsible for the overall management of waterborne transportation projects for the firm and provided general management and structural support for other sectors. Construction cost for the projects I was directly responsible ranged between \$100k and \$15 million. Project management included overall management of projects, scheduling of personnel, project cost control, proposal generation, business development and marketing. Average fees generated were 1.25 to 1.5 million per year. Other responsibilities included managing the marketing department and a contributing member of the Executive Management Committee. The Executive Management Committee was tasked in reviewing the firm's performance and providing guidance direction for new market sectors and continued growth.

Responsibilities:

- Business Development
- Executive Management Committee
- Marketing
- Project Management
- Lead Engineer Diver
- Waterfront Engineering Design
- Construction Administration/Management
- Safety Committee

**McLaren Engineering Group**

June 1992 - April 2005

Position: Division Chief/Project Manager/Staff Engineer  
Department: Marine/Waterborne Transportation

As Division Chief for the Marine and Waterborne Transportation Divisions I was responsible for leading and directing a staff of six engineer divers, four engineers and four commercial divers. In this position responsibilities included overall day-to-day operations, business development, marketing, client interaction, staff scheduling, proposal generation and design oversight. Annual fee generation for these divisions was a combined \$2.5 to \$3.5 million dollars per year.

**Thune Associates Structural Engineering**

October 1982 - June 1992

Position: Design Engineer/Draftsman  
Department: Structural Engineering - Buildings

As design engineer I reported to the Chief Structural Engineer and was responsible for the complete structural design of commercial and residential structures.

Education:

Wentworth Institute of Technology  
B.S./Architectural Engineering  
Wentworth Institute of Technology  
A.D./Architectural Engineering Technology  
Wentworth Institute of Technology  
A.D./Building Construction Technology

Certifications:

SAS Work Diving Safety and Supervision Course/ 2005/Florida Keys Community College  
TWIC Card  
Certified Diver - SDI  
American Red Cross CPR/AED Adult  
Dan O2 training  
American Red Cross First Aid  
American Red Cross Bloodborne Pathogens

Professional Affiliations:

The Society of Naval Architects and Marine Engineers - Member  
American Society of Civil Engineers - Member  
Coasts, Oceans, Ports and Rivers Institute - Member  
Connecticut Maritime Association, Inc.  
Metropolitan Waterfront Alliance  
Structural Engineer's Association of NY

Awards/Recognition:

**Design Award** – First Place for the design of repurposing of the main sanctuary of the United Methodist Church located in Rutland, VT.  
**Certificate of Appreciation** - Department of Design and Construction in appreciation for efforts during the clean up of the World Trade Center Site.  
**Letter of Appreciation** - Port Authority of New York and New Jersey for the design and installation of a temporary ferry terminal at Pier A in lower Manhattan.  
**Letter of Appreciation** – The Thornton Tomasetti Group, Inc. for the work completed during the clean up of the World Trade Center site.  
**Certificate of Appreciation** - Assistance in construction of the first recycled plastic bridge over Hannacroix Creek in Greene County, New York.

Computer Skills:

|                             |                       |
|-----------------------------|-----------------------|
| Microsoft - Word            | Bentley Systems – RAM |
| Microsoft – Excel           | AutoCAD               |
| Microsoft – PowerPoint      |                       |
| Microsoft - Project         |                       |
| Bentley Systems – STAAD Pro |                       |



# *H. Smith Richardson Golf Course*

TOWN OF FAIRFIELD, CT

January, 2018

- Presentation to the Fairfield**
  - Board of Selectmen**
  - Board of Finance**
- Representative Town Meeting**

**Regarding the  
H. Smith Richardson Clubhouse Building Committee**





## Presentation Agenda:

- |     |   |               |
|-----|---|---------------|
| 1)  | History/Timeline                                    | Page 3        |
| 2)  | The Clubhouse Design                                | Page 4        |
| 3)  | The Clubhouse and Cart Barn Condition               | Page 5        |
| 4)  | Directive from the Board of Selectmen               | Page 6 – 7    |
| 5)  | Preliminary Estimate of Construction Costs          | Pages 8 – 9   |
| 6)  | Uses for Appropriated Funds and Design Fee Estimate | Page 10       |
| 7)  | Questions for the HSR Building Committee to address | Page 11       |
| 8)  | Potential Impact from a Clubhouse Renovation        | Page 12       |
| 9)  | Next Steps  | Page 13       |
| 10) | Appendices  | Pages 14 - 30 |





## History/Timeline:

1972: Golf Course and Clubhouse Open

} No Major Renovations or Improvements During This Time

2008: Clubhouse Renovation Feasibility Study Conducted

} No Major Renovations or Improvements During This Time

2014: Town Facilities Commission forms the H. Smith Richardson Renovation Subcommittee. Provides recommendation for Clubhouse and Site Improvements

2017: Board of Selectman select and approve members of the H. Smith Richardson Clubhouse Building Committee (subject to RTM approval) and approve a \$250,000 appropriation for costs associated with the planning, and design for the H. Smith Richardson clubhouse, cart barn and other site improvements (subject to BOF and RTM approval)



## The Clubhouse Design:

- Simple concrete block construction
- Single-story
- 7,400 square feet
- Configuration includes:
  - Pro Shop
  - Men's and Ladies' Locker Rooms
  - Two Offices and Storage Rooms
  - Restaurant/Bar/Kitchen
  - Covered Terrace
- Stand-alone boiler building
- Septic





## The Clubhouse and Cart Barn Condition:

- Since opening in 1972, no substantial renovations have been made to the facility
- In 2014, the Town Facilities Commission concluded that “...the clubhouse and grounds are in desperate need of major repair.”
  - All major mechanicals are inefficient and failing (HVAC, plumbing, electrical, septic)
  - Single-pane windows are not energy efficient and are failing
  - Roof is beyond its useful life and failing
  - Building is not properly insulated and expensive to heat during the winter
  - Kitchen is undersized
  - Septic is failing
- The floor plan is improperly configured
- The cart barn is undersized, improperly configured with a single-entry, and has a failing/leaking roof



## Directive from the Board of Selectmen:

- On October 2, 2017, the Board of Selectmen approved a resolution appropriating \$250,000 for the costs, associated with the planning, design, and obtaining cost estimates for the renovation or replacement of the clubhouse and golf cart barn at H. Smith Richardson Golf Course and for other site and grounds improvements and authorizing the issuance of bonds to finance such appropriation.
- On December 6, 2017, the Board of Selectmen modified the resolution to add “In the current economic climate it is the direction of the BOS that the committee focus on those functions and components that are in direct support of the golf mission. All other recreational activities or functions should be considered as future options.”



## Directive from the Board of Selectmen:

- Once formed, the HSR Building Committee should:
  - Assess the needs and options, and prioritize objectives
  - Evaluate alternatives and prepare cost/benefit comparisons
  - Provide recommendations to town bodies for consideration and approvals
  - Oversee implementation of final plan
- Priorities and Considerations:
  - The primary objective should be to identify a fiscally prudent plan for the HSR clubhouse and grounds
  - The primary priority should be the golf operations
  - Considering non-golf off-season amenities for the facility should be a secondary priority
  - Consider a staged approach where primary priorities are addressed and secondary priorities are taken into consideration but perhaps implemented at a later date.
  - Consider other town assets and how this facility fits within the overall town amenities
    - Since Penfield Pavilion was rebuilt, a large banquet hall at HSR should not be a high priority
    - Are the HSR grounds and location the right place for an ice-skating venue?



## Preliminary Estimate of Construction Costs:

| Calculation of anticipated Construction Cost                     |                    |                           |                     |
|--|--------------------|---------------------------|---------------------|
| Construction Cost options  | 2008 Cost Estimate | Escalation Factor to 2018 | 2018 Projected Cost |
| <b>Option 1- 2008 Feasibility Study</b>                          |                    |                           |                     |
| Renovate existing and enclose terrace- 7,159 SF                  | \$1,431,800        | 1.232                     | \$1,763,978         |
| Exterior renovations- walls roof                                 | \$508,000          | 1.232                     | \$625,856           |
| Kitchen addition- 500 SF   | \$225,000          | 1.232                     | \$277,200           |
| New Cart Barn- 3,200 SF  | \$320,000          | 1.232                     | \$394,240           |
| Sitework- New paving in parking lot, sidewalks, surface drainage | \$700,000          | 1.232                     | \$862,400           |
| <b>Total cost</b>  | <b>\$3,184,800</b> |                           | <b>\$3,923,674</b>  |
| <b>Option 2- New Construction</b>                                |                    |                           |                     |
| Build new clubhouse- 7,159 SF @ \$450/SF                         | -                  |                           | \$3,221,550         |
| Kitchen addition- 500 SF   | -                  |                           | \$277,200           |
| New Cart Barn- 3,200 SF  | -                  |                           | \$394,240           |
| Sitework- New paving in parking lot, sidewalks, surface drainage | -                  |                           | \$862,400           |
| <b>Total cost</b>  |                    |                           | <b>\$4,755,390</b>  |
| <b>Option 3- same as above w/ underground cart barn</b>          |                    |                           |                     |
| Build new clubhouse- 7,159 SF @ \$450/SF                         | -                  |                           | \$3,221,550         |
| New Addition- kitchen and grille room- 500 SF                    | -                  |                           | \$277,200           |
| New Underground Cart Barn- 3,200 SF @ \$450/SF                   | -                  |                           | \$1,440,000         |
| Sitework- New paving in parking lot, sidewalks, surface drainage | -                  |                           | \$862,400           |
| <b>Total cost</b>  |                    |                           | <b>\$5,801,150</b>  |





## Uses for Appropriated Funds and Design Fee Estimate:

- The \$250,000 is to be used to...
  - Engage the appropriate experts (Owner's Representative, Architect, Engineer).
  - Develop and Recommend a Plan for Consideration by the appropriate town bodies.

| Calculation of anticipated Design Fee  |                               |   |                  |
|--|-------------------------------|---|------------------|
| Item   | Fee percentage                | Cost basis                                  | Cost             |
| Estimated Design fee for Design Development drawings                         | 4% to 5% of construction cost | \$5.28 million (avg cost of option 2 and 3) | \$238,000        |
| Additional cost for Construction Manager to provide cost estimating services |                               |   | \$12,000         |
| <b>Total cost</b>  |                               |   | <b>\$250,000</b> |

Note: Drawings developed with sufficient detail to obtain accurate construction cost estimate



## Questions for the HSR Building Committee to address:

- Is a clubhouse renovation even a viable option, or is a replacement needed?
- If replaced, what is the appropriate...
  - Square footage?
    - Should facility be large enough to accommodate banquets/weddings or be limited in size to only service golf events and day-to-day activities?
  - Configuration?
    - Should kitchen and Pro Shop be relocated?
    - Should the building footprint be shrunk to increase efficiency and expand options for exterior grounds configuration?
    - Should the building be one-story or two-stories?
  - Location?
    - Should the footprint of the building be moved and the grounds reconfigured?
- What “green” initiatives/capabilities can be incorporated into the facility?
- What, if any, non-golf and/or winter activities should be considered for a possible second-phase at a later date?
  - Recreational Ice Rink, Paddle Tennis, Cross-Country Skiing?
  - Would this be a cost-effective expansion for the facility?
  - Would this delay the implementation of the renovation project?





## Questions for the HSR Building Committee to address:

- What are the costs of the various options?
  - What is the cost of renovations?
  - What is the cost of tear-down and replacement?
  - What is the cost of doing nothing?
- How may any of these options impact the operations and P&L of the golf course...
  - In the short-term during construction?
    - What steps can be taken to minimize impact?
    - The HSR Building Committee will formulate a construction logistics plan that minimizes the impact to ongoing operations.
  - In the long-term once complete?
    - The HSR Building Committee will work with and assist the Fairfield Golf Commission in updating the long-term business plan for the golf course operations.
- What is the long-term return on investment for the clubhouse and golf course operations?
- Timing:
  - How long will any of these options take?
  - When would the target start date and target end date be?



## Potential Impact from a Clubhouse Renovation:

- Potential Benefits
  - Improvement to town asset/amenities for Fairfield residents
  - Increase in number of both resident and non-resident rounds of golf (including carts)
  - Possibly expand facility to a 12-month per year operation
  - Opportunity for additional green/solar installation
  - Update to current ADA and modern building code standards
- Potential Revenue Increases
  - Increase in number of both resident and non-resident rounds of golf (including carts)
  - Increase in potential outings and tournaments
  - Increase in competitive bidding for concession rent
  - Possible future opportunity for off-season revenue (skating, paddle tennis, cross-country skiing, snow-shoeing)
- Cost Savings
  - Lower maintenance
  - Higher energy efficiency
  - Smaller footprint would be less expensive to operate
  - Opportunity to consider private investment from concessionaire for renovations



## Next Steps:

- Board of Finance Approves \$250,000 Appropriation
- RTM Approves Appointed Members to the H. Smith Richardson Building Committee
- RTM Approves \$250,000 Appropriation
- H. Smith Richardson Building Committee Gets to Work
  - Assesses Needs and Options
  - Prioritize Objectives
  - Engages Experts
  - Evaluates Alternatives
  - Prepares Cost/Benefit Comparisons
  - Provides Recommendations to Town Bodies for Consideration and Approvals
  - Oversees Implementation of Final Plan



## Appendices:

|  |              |
|--|--------------|
| • H. Smith Richardson Clubhouse Building Committee – Committee Charge  | Page 15      |
| • 2014 Recommendation for Clubhouse and Site Improvements from the H. Smith Richardson Clubhouse Renovation Subcommittee of the Town Facilities Commission | Page 16 - 17 |
| • 2014 HSR Golf Course Program Requirements from the Fairfield Golf Commission   | Page 18      |
| • Turner Building Cost Index   | Page 19      |
| • Photos:  |              |
| • Aerial View of Clubhouse and Grounds   | Page 20      |
| • Clubhouse Exterior   | Page 21 – 22 |
| • Cart Barn  | Page 23      |
| • Parking Lot  | Page 24      |
| • Clubhouse Interior   |              |
| • Entry /Halls   | Page 25      |
| • Restaurant   | Page 26      |
| • Kitchen  | Page 27      |
| • Ladies' Locker Room  | Page 28      |
| • Men's Locker Room  | Page 29      |
| • Pro Shop   | Page 30      |



Town of Fairfield  
H. Smith Richardson Clubhouse Building Committee

Committee Charge

An [H. Smith Richardson Clubhouse Building Committee](#) (HSRBC) shall be established to review and recommend a schematic design and obtain cost estimates for the renovation or replacement of the H. Smith Richardson Clubhouse, golf cart barn and for other site and grounds improvements including mechanical, electrical, plumbing, fire protection and sewer, for the Town of Fairfield.

The HSRBC shall be guided by the [2008 H. Smith Richardson Clubhouse Feasibility Study](#), the [H. Smith Richardson Golf Course 10-Year Master Improvement and Financial Plan \(2010-2019\)](#), the [Town Facilities Commission](#) and their [2014 recommendation](#), the [Golf Commission](#), the [Parks and Recreation Department](#), the public, including public meetings, and neighborhood concerns.

The HSRBC shall retain appropriate design professionals (architect, structural engineer) for site review, design and contract administration, and shall retain additional design, engineering and specialty consultants as may be required in accordance with Town selection and procurement standards and requirements. The HSRBC may retain a construction manager to facilitate and accomplish the construction. The HSRBC shall use the services of the owner's representative as designated by the [Board of Selectmen](#) (BOS). The HSRBC will follow all statutory requirements in regards to any energy savings or green initiatives.

The chair of the HSRBC shall develop a reporting process to the keep the BOS updated specifically during the design process.

The HSRBC shall organize their scope of work and estimate the costs and request appropriate funding. The estimate of total project cost, schedule and schematic design documents shall provide the basis for the request for project funding to be submitted to appropriate Town bodies and agencies. The HSRBC shall seek any grants that may be available to help cover or reduce costs.

The HSRBC may consist of not less than seven and not more than eleven [members](#) including representation from the Golf Commission (liaison), TFC and members of the public. The HSRBC shall be appointed by the Board of Selectmen and confirmed by the [RTM](#). The Committee shall report to the Board of Selectmen through the office of the First Selectman, and provide regular updates/seek input from the Golf Commission.

The committee shall meet monthly, shall maintain minutes and an orderly record and shall comply with Town and State statutes and regulations. The HSRBC shall follow practices and guidelines outlined in town building committee manuals and the [2007](#)

[report](#) issued by the Building Construction Review Committee. The Committee shall use the Town's Owner's Rep Firm on this building project.

The Committee will consider the following as it evaluates and recommends project options:

- How to minimize the ongoing cost of maintenance and operation of the building and the improvements
- How to incorporate appropriate "green" initiatives and capabilities within the design and operation
- How to incorporate "time tested" options, design features and construction techniques
- How to minimize the impact to the existing golf course and golf operation.

*Approved by Board of Selectmen – 11-04-2015*

*Revised by Board of Selectmen – 02-01-2017*

*Revised by Board of Selectmen – 04-19-2017*

*Hyperlinks Added – 10-01-2017*





*Date: August 19, 2014*

*H. Smith Richardson Clubhouse Renovation Sub Committee  
Recommendation for Clubhouse and Site Improvements*

*Mr. Mike Tetreau  
First Selectman  
Town of Fairfield  
725 Old Post Rd.  
Fairfield, CT 06824*

Dear Mike,

As you are aware the H. Smith Richardson Clubhouse Renovation Sub Committee was formulated under the recommendation of the Town Facilities Commission. Our charge was to review the condition of the existing H. Smith Richardson Clubhouse and grounds and to provide recommendations for improvements to the facility.

We performed a site review of the existing H. Smith Richardson Clubhouse and grounds as well as an analysis of the 2008 Clubhouse Feasibility Study prepared by Lathrop Associates. We have used this information in conjunction with recommendations from the golf commission, G. Lombardo from the Parks and Rec. Dept. and Peter Grace (golf course superintendent) to prepare our recommendations for the facility improvements.

We have found that the clubhouse and grounds are in desperate need of major repair and replacement. The mechanical, electrical and plumbing infrastructure has reached the end of its useful life, the interior of the building is degraded and the site is in need of major improvements. The existing configuration of the clubhouse facility and the dining area creates an inefficient use of the space. Additionally, the energy efficiency of the existing building envelope is very low and in need of an upgrade. Detailed recommendations are listed below in the proposed scope for schematic design.

The subcommittee strongly recommends that a building committee made up of members of the Town Facilities Commission, the Golf Commission and other interested citizens be established for the H. Smith Richardson Renovation and Site Improvements.

The schematic design should include the following list of recommendations compiled by the sub-committee, golf commission and the parks and recreation department.



## H. Smith Richardson Schematic Design Proposal

Provide a schematic design for the H. Smith Richardson Clubhouse Renovation and Site Improvements.

Schematic design to include:

### Architectural

- Retain the existing structure as much as possible to keep renovation/addition costs within budget. Rearrangement of the facility is required to accommodate recommendations noted below
- Rearrangement of the existing floor plan to segregate the public dining from the golfing bar/dining area.
- It is highly recommended that the pro shop be relocated to allow viewing capability of both the 1<sup>st</sup> and 10<sup>th</sup> tee. Size of pro shop needs to be reviewed for adequate size.
- Enclosure of the existing overhang at the patio area is recommended to provide more dining/bar area.
- A new bar/dining area for the golfing public is recommended overlooking the 18<sup>th</sup> green
- Adding a 2<sup>nd</sup> and/or 3<sup>rd</sup> story to the existing facility for the bar/dining areas is recommended for review. This would also allow the public dining area capacity to be expanded into existing space.
- Provide space for a private meeting room
- Access to the existing cart barn would be maintained beneath the second story balcony.
- The expansion of the kitchen is recommended in accordance with the Lathrop report. (additional 500 SF +/- ). This would include permanent enclosure of the coolers to facilitate walk in coolers.
- The existing shower facility is deteriorated and in desperate need of replacement.
- The men's locker room should be reduced as noted in the Lothrop Assoc. report dated 8/11/08. This will allow additional space for dining, lounge, storage and other needs. Size of women's locker room needs to be reviewed for appropriate size as bag storage is relocated.
- Public toilet rooms are located in the existing locker rooms. They need to be relocated to be directly accessible to non- golfing patrons.
- Toilet fixture capacity needs to be reviewed in accordance with any expansion to the facility.
- Bag storage is recommended to be moved out to the cart barn
- Additional storage is recommended for the grill room and housekeeping
- Existing single pane windows and exterior wall insulation need to be upgraded for energy efficiency

### Site and Grounds Improvement

- The putting green directly adjacent to the north dining area entrance can be removed to allow for expansion of the parking lot.
- The putting green adjacent to the 3<sup>rd</sup> green on the south end of the facility should be expanded to provide a larger putting surface.
- Existing cart barn roof repair required.
- Existing cart barn expansion to the south with second entrance/exit added on south end.

- It is recommended that versatility of the facility be investigated to provide additional draw to the facility in the winter months. Temporary skating rink staged in the parking area during winter months was discussed as an option.
- Repave parking lot and improve drainage as required
- Exist pump house should be enclosed or protected from the elements

### Mechanical, Electrical, Plumbing and Fire Protection

- Electrical power distribution should be upgraded to meet power requirements for facility upgrade
- Provide design for new air handling unit replacement
- Review existing boiler and water treatment system for replacement
- Lighting, fire alarm and fire protection design and analysis required
- Repair of the sanitary sewer system

### Cost Estimate

- Provide construction cost estimate for items included in the schematic design
- Include cost estimate for option to replace existing facility with new facility.

Sincerely,

H. Smith Richardson Clubhouse Renovation Subcommittee

08/19/14 rev.2

Chairman- Donald C. DiMartino  
Members- Kim Marshall  
Rodney Van Deusen



## **HSR Golf Course Clubhouse Program Requirements**

The Fairfield Golf Commission acknowledges that the “Golf Experience” (especially the golf course as is) takes precedence over any other programming requirements and they reserve the right to review and/or object to any plans that might significantly detract from that objective as this plan continues through the approval process until final approval.

1. Facility of three levels, minimizing the footprint and maximizing the use of the site.
2. Deck and/or patio overlooking the golf course.
3. Pro Shop with office and storage of adequate size.
4. Cart barn to be incorporated into the clubhouse, preferably beneath if possible, with storage, bag storage, and storage for 80 carts with separate ingress and egress.
5. Putting Green and short game practice area somewhere within close proximity to the 1<sup>st</sup> hole.
6. Grill Room and kitchen of adequate size, with separate event space if parking allows.
7. Office and adequate storage for concessionaire.
8. Men’s Locker room with adequate facilities and lockers.
9. Women’s Locker room with adequate facilities and lockers.
10. Small meeting room.
11. Improve parking lot drainage and repave parking lot.
12. Open-air pavilion that covers a full-sized skating rink.
13. Four paddle tennis courts.





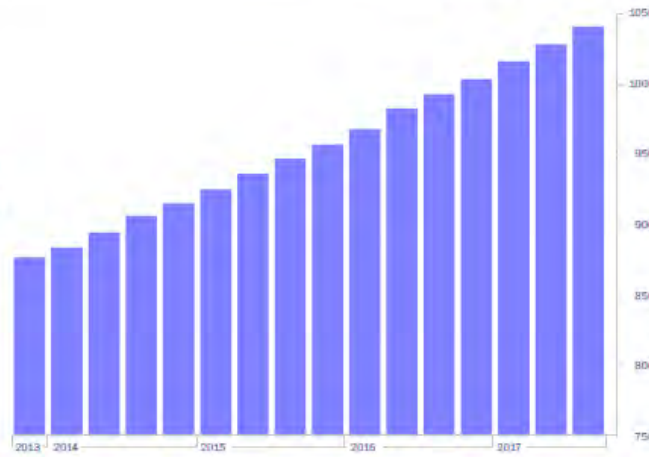
# Appendices:

## Turner Building Cost Index

2017 Third Quarter Forecast

**"Factors affecting construction costs are the continued, robust level of construction activity combined with many regions experiencing not just one but several mega projects."**

Attilio Rivetti  
Vice President



Wilshire Grand Center  
Los Angeles, California

| Quarter          | Index | Δ%   |
|------------------|-------|------|
| 3rd Quarter 2017 | 1044  | 1.26 |
| 2nd Quarter 2017 | 1031  | 1.18 |
| 1st Quarter 2017 | 1019  | 1.29 |
| 4th Quarter 2016 | 1006  | 1.11 |

| Year | Average Index | Δ%   |
|------|---------------|------|
| 2016 | 989           | 4.7  |
| 2015 | 943           | 4.5  |
| 2014 | 902           | 4.4  |
| 2013 | 864           | 4.1  |
| 2012 | 830           | 2.1  |
| 2011 | 812           | 1.6  |
| 2010 | 799           | -4.0 |
| 2009 | 832           | -8.4 |
| 2008 | 908           | 6.3  |
| 2007 | 854           | 7.7  |
| 2006 | 793           | 10.6 |
| 2005 | 717           | 9.5  |
| 2004 | 655           | 5.4  |

The Turner Building Cost Index is determined by the following factors considered on a nationwide basis: labor rates and productivity, material prices and the competitive condition of the marketplace.



*H. Smith Richardson*  
*Golf Course*  
TOWN OF FAIRFIELD, CT

## Appendices:

### Aerial View of Clubhouse and Grounds:







*H. Smith Richardson*  
*Golf Course*  
TOWN OF FAIRFIELD, CT

## Clubhouse Exterior (front)







*H. Smith Richardson*  
*Golf Course*  
TOWN OF FAIRFIELD, CT

## Clubhouse Exterior (rear and sides)







*H. Smith Richardson*  
*Golf Course*  
TOWN OF FAIRFIELD, CT

## Cart barn







*H. Smith Richardson*  
*Golf Course*  
TOWN OF FAIRFIELD, CT

## Parking lot and stand-alone boiler house





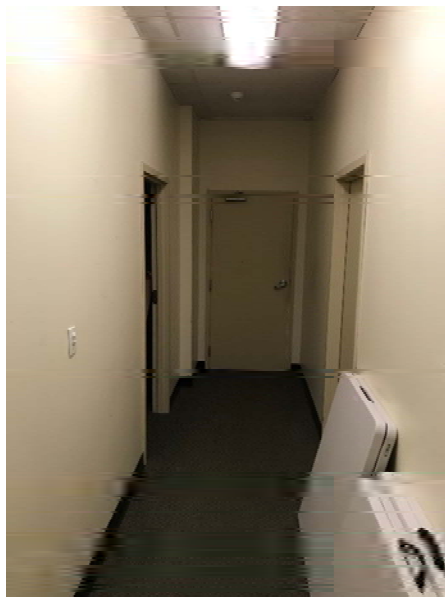


## Clubhouse Interior (entry and hallways)

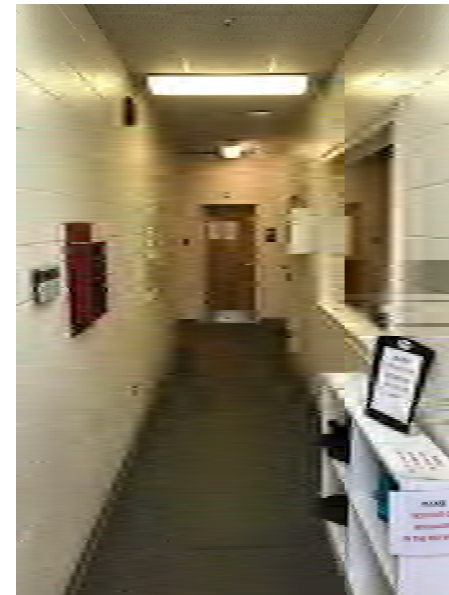
Main entrance



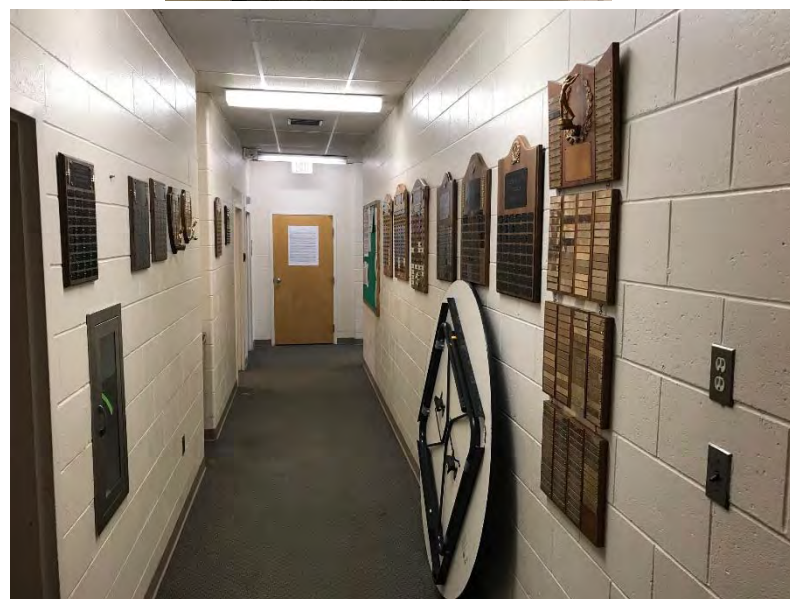
Between restaurant and men's room



Rear entrance



Between restaurant  
and pro shop







*H. Smith Richardson*  
**Golf Course**  
TOWN OF FAIRFIELD, CT

## Clubhouse Interior (restaurant)







*H. Smith Richardson*  
**Golf Course**  
TOWN OF FAIRFIELD, CT

## Kitchen and snack bar

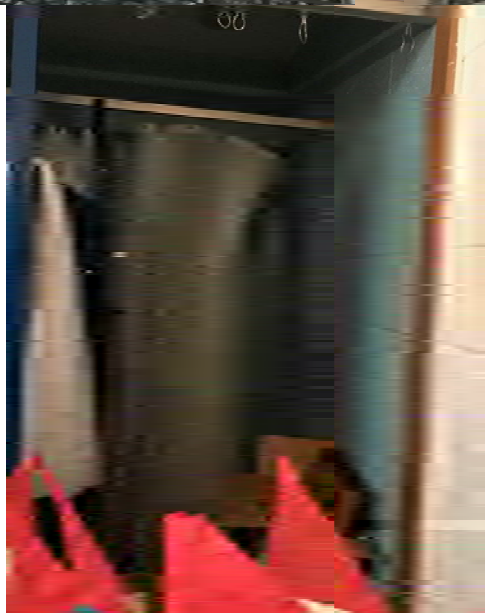
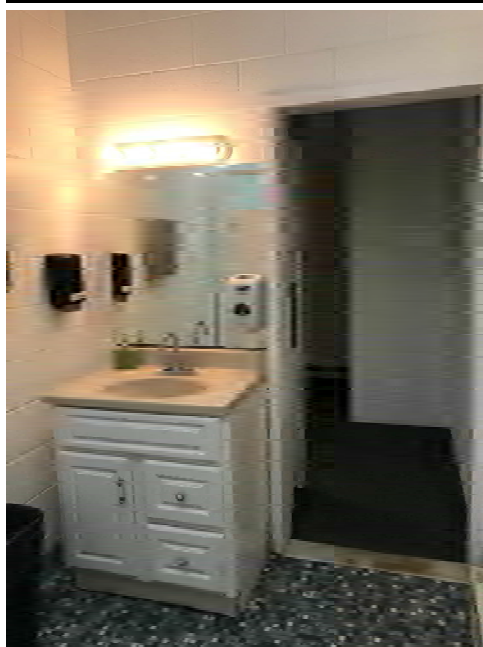






*H. Smith Richardson*  
*Golf Course*  
TOWN OF FAIRFIELD, CT

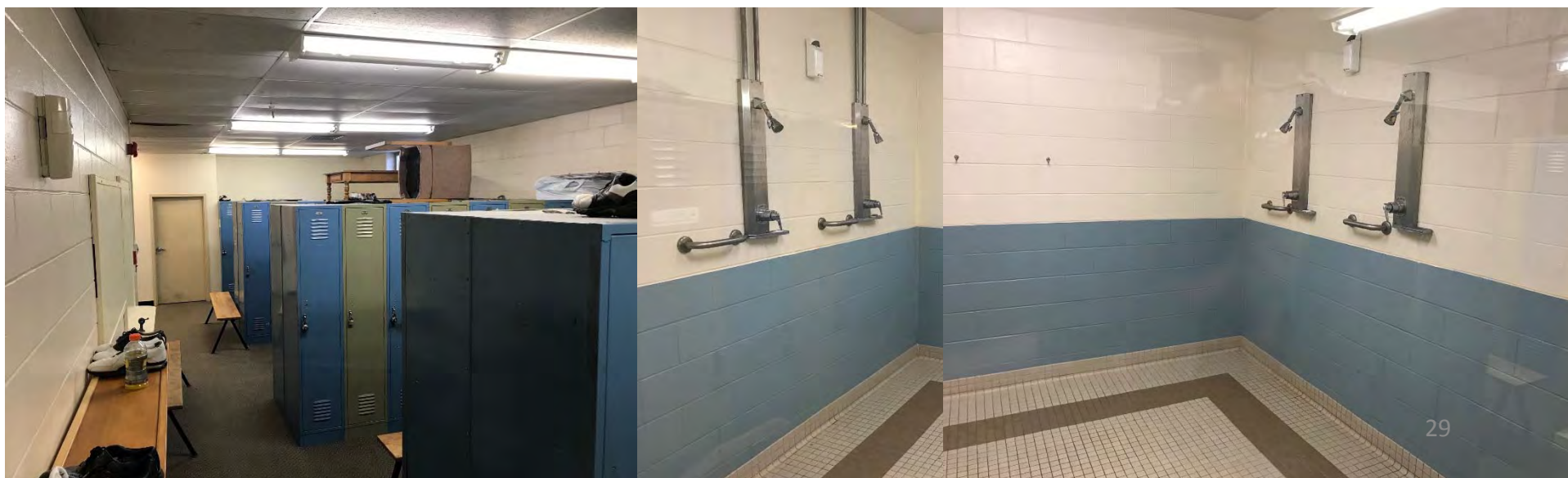
## Ladies' Locker Room





*H. Smith Richardson*  
*Golf Course*  
TOWN OF FAIRFIELD, CT

## Men's Locker Room

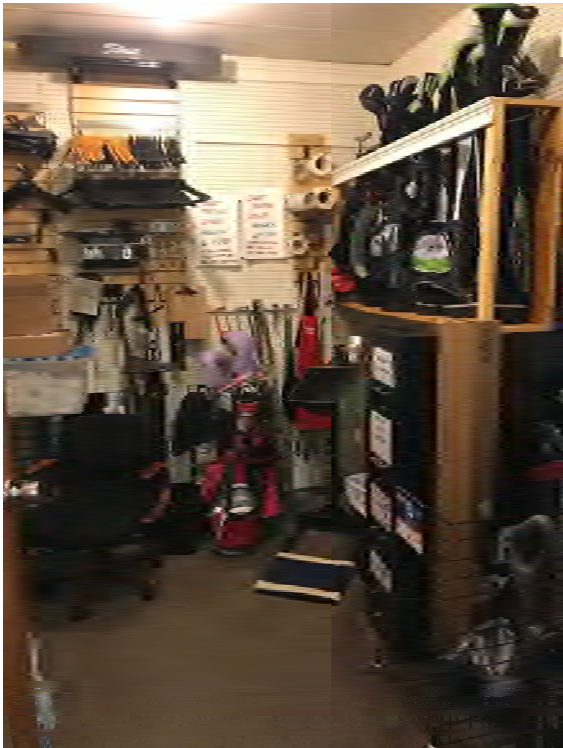
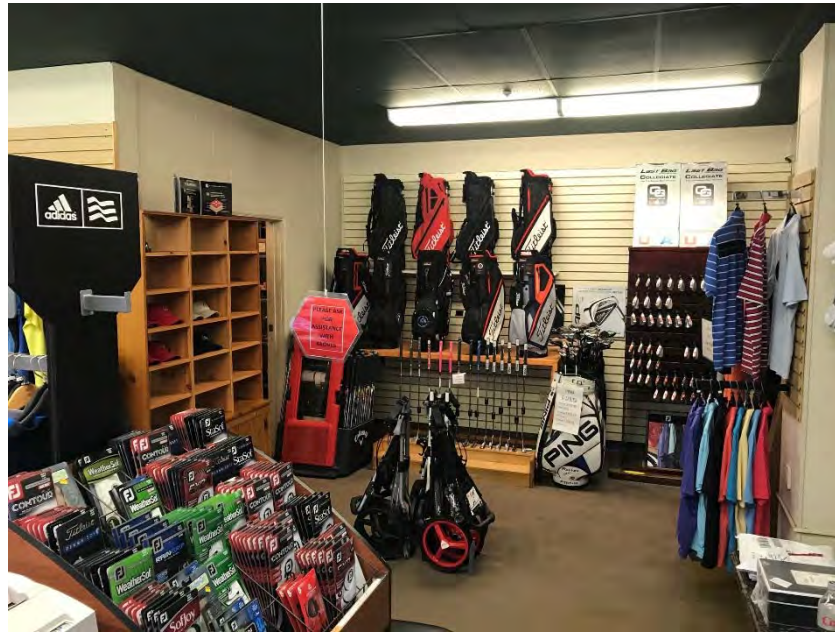






*H. Smith Richardson*  
*Golf Course*  
TOWN OF FAIRFIELD, CT

## Pro Shop



| Object | H. Smith Richardson          | Fiscal Year<br>2010   | Fiscal Year<br>2011   | Fiscal Year<br>2012   | Fiscal Year<br>2013   | Fiscal Year<br>2014   | Fiscal Year<br>2015   | Fiscal Year<br>2016   | Fiscal Year<br>2017   | Fiscal Year<br>2018   | Fiscal Year<br>2018   |
|--------|------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
|        |                              | Actuals               | Actuals               | Actuals               | Actuals               | Actuals               | Actual                | Actual                | Actual                | Budget                | Estimated             |
| 42467  | Season Passes                | \$53,585.00           | \$46,815.00           | \$48,435.00           | \$50,610.00           | \$50,937.00           | \$54,390.00           | \$57,660.00           | \$60,460.00           | 58,000.00             | \$68,000.00           |
| 42468  | IDs                          | \$153,425.00          | \$152,195.00          | \$202,565.00          | \$183,432.33          | \$175,030.00          | \$177,839.18          | \$171,460.00          | \$196,490.00          | 225,000.00            | \$198,000.00          |
| 42469  | Locker Rentals               | \$3,650.00            | \$2,950.00            | \$3,100.00            | \$2,700.00            | \$2,550.00            | \$2,400.00            | \$2,200.00            | \$2,200.00            | 2,200.00              | \$2,200.00            |
| 42471  | Greens Fees                  | \$1,059,619.00        | \$972,240.00          | \$1,016,288.00        | \$956,627.00          | \$995,710.00          | \$973,026.00          | \$1,158,737.00        | \$1,048,187.00        | 1,100,000.00          | \$1,100,000.00        |
| 42472  | Driving Range                | \$136,435.00          | \$114,388.00          | \$102,115.00          | 126,898.00            | 143,692.00            | \$142,163.00          | \$142,655.00          | \$138,664.50          | 165,000.00            | \$150,000.00          |
| 42473  | Cart Rentals                 | \$270,230.00          | \$252,616.21          | \$276,650.00          | 269,983.24            | 296,386.00            | \$289,846.18          | \$346,071.71          | \$317,671.28          | 350,000.00            | \$350,000.00          |
| 42477  | Concession Fees              | \$38,000.00           | \$38,000.00           | \$35,000.00           | \$35,364.00           | \$35,992.41           | \$36,552.25           | \$35,923.87           | \$35,500.00           | 36,500.00             | \$36,500.00           |
|        | <b>Total Revenue</b>         | <b>\$1,714,944.00</b> | <b>\$1,579,204.21</b> | <b>\$1,684,153.00</b> | <b>\$1,625,614.57</b> | <b>\$1,700,297.41</b> | <b>\$1,676,216.61</b> | <b>\$1,914,707.58</b> | <b>\$1,799,172.78</b> | <b>\$1,936,700.00</b> | <b>\$1,904,700.00</b> |
|        | <b>Expenses</b>              | <b>\$1,405,874.00</b> | <b>\$1,492,328.00</b> | <b>\$1,609,227.00</b> | <b>\$1,448,904.00</b> | <b>\$1,452,608.00</b> | <b>\$1,418,621.00</b> | <b>\$1,350,013.82</b> | <b>\$1,344,562.26</b> | <b>1,299,557.00</b>   | <b>1,299,557.00</b>   |
| **     | <b>Health Insurance</b>      |                       |                       |                       |                       |                       | \$119,366.00          | \$119,366.00          | \$119,366.00          | 85,476.00             | 85,476.00             |
|        | <b>Net Income - Budget</b>   |                       | <b>\$86,876.21</b>    | <b>\$74,926.00</b>    | <b>\$176,710.57</b>   | <b>\$247,689.41</b>   | <b>\$138,229.61</b>   | <b>\$445,327.76</b>   | <b>\$335,244.52</b>   | <b>\$551,667.00</b>   | <b>\$519,667.00</b>   |
|        | <b>Bonding Amortization</b>  | \$313.00              | \$278.00              | \$9,697.00            | \$15,434.00           | \$16,434.00           | \$19,869.00           | \$20,000.00           | \$20,000.00           | 20,000.00             | 20,000.00             |
|        | <b>Total Unemploy. Comp</b>  | \$35,492.00           | \$51,717.00           | \$17,083.00           | \$24,082.00           | \$17,400.00           | \$18,494.00           | \$18,494.00           | \$18,494.00           | 18,494.00             | 18,494.00             |
|        | <b>Net Income - Business</b> | <b>\$273,265.00</b>   | <b>\$34,881.21</b>    | <b>\$48,146.00</b>    | <b>\$137,194.57</b>   | <b>\$213,855.41</b>   | <b>\$99,866.61</b>    | <b>\$406,833.76</b>   | <b>\$296,750.52</b>   | <b>\$513,173.00</b>   | <b>\$481,173.00</b>   |

----- Forwarded message -----

From: Berchem, Kerry <[kberchem@akingump.com](mailto:kberchem@akingump.com)<mailto:[kberchem@akingump.com](mailto:kberchem@akingump.com)>>>  
Date: Wed, Jan 24, 2018 at 10:20 AM  
Subject: RE: Follow-up items  
To: Phil Pires <[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)<mailto:[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)>>>

With respect to Item 11 (the Clubhouse Committee), the presenter indicated the number of rounds played last year. Could we please get the data on the number of rounds played in the last 5 or 10 years. Given the general decline of golf in the past decade it would seem prudent to better understand the usage of the course and – presumably the clubhouse – and whether usage has been maintained, increased or decreased. Similarly, historical data on concessions would be helpful  
<https://www.theguardian.com/sport/2017/apr/07/drive-to-get-people-playing-golf-again>

On Wed, Jan 24, 2018 at 2:44 PM, Calabrese, Anthony <[ACalabrese@fairfieldct.org](mailto:ACalabrese@fairfieldct.org)> wrote:  
Hi Phil,

Here are the answers to Representative Berchem's questions:

| FY        | # of Resident Rounds | # of Non-Resident Rounds | Total # Rounds |
|-----------|----------------------|--------------------------|----------------|
| 2007/2008 | 28,515               | 14,161                   | 42,676         |
| 2008/2009 | 30,282               | 14,649                   | 44,931         |
| 2009/2010 | 29,822               | 14,135                   | 43,957         |
| 2010/2011 | 27,686               | 12,368                   | 40,054         |
| 2011/2012 | 30,307               | 12,578                   | 42,885         |
| 2012/2013 | 28,598               | 11,151                   | 39,749         |
| 2013/2014 | 26,513               | 13,879                   | 40,392         |
| 2014/2015 | 27,487               | 12,145                   | 39,632         |
| 2015/2016 | 30,735               | 15,598                   | 46,333         |
| 2016/2017 | 27,827               | 12,633                   | 40,460         |

| FY        | HSR Concession Rent |
|-----------|---------------------|
| 2007/2008 | \$ 46,992.00        |
| 2008/2009 | \$ 35,000.00        |
| 2009/2010 | \$ 38,000.00        |
| 2010/2011 | \$ 36,500.00        |
| 2011/2012 | \$ 35,000.00        |
| 2012/2013 | \$ 35,364.00        |
| 2013/2014 | \$ 35,992.00        |
| 2014/2015 | \$ 36,552.00        |
| 2015/2016 | \$ 35,923.00        |
| 2016/2017 | \$ 35,500.00        |

As you'll see the number of rounds played at HSR are very consistent from year to year. The optimal number

of rounds played is between 40,000 - 44,000. Anything over this effects the pace of play and creates more wear and tear on the course.

As for the concession rent, you can see it has been fairly stable over the last 10 years or so. It was higher in the years prior to the years I've listed above. The concession goes out to bid every five years or so and is publicly bid on.

Please let me know if you have any other questions.

Thanks.

Anthony

Phil –

As a follow up to Anthony's email on the number of rounds, please share with Representative Berchem that the biggest impact on number of rounds played each year is the weather during the season.

For example the difference in the last two season was entirely weather driven, in the 2015/2016 (46,333) season the course was open through January and we had virtually no rain in the summer months, the 2016/2017 (40,460) season was much more rainy and the course closed months earlier.

Hope this helps.

**Ryan W. Scully, Esq.**

Manager, Legal Affairs

United Rentals, Inc.

[100 First Stamford Place – Suite 700](#)

Stamford, CT 06902

[\(203\) 618-7330](#) (ph)

[\(203\) 918-5538](#) (cp)

(203) 622-4325 (fax)

[rscully1@ur.com](mailto:rscully1@ur.com)

This message may contain confidential and privileged information. If you receive it in error, please let me know, delete the original message, destroy all copies, and refrain from using, disclosing or distributing the message. Thanks.

----- Forwarded message -----

From: **Lauren Bove** <[laurenrtm7@gmail.com](mailto:laurenrtm7@gmail.com)>

Date: Wed, Jan 24, 2018 at 11:01 AM

Subject: Re: Follow-up items

To: Phil Pires <[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)>

Mr. Moderator I do have questions:

I understand and support the need to update the clubhouse etc. ... my constituents however might not understand why their tax dollars belong there, when they are experiencing lean times.

1. Regarding the golf clubhouse project: will the committee look at any plans regarding maintaining and improving the fairways greens and cart paths?

2. Costly Nike golf camps aside, are there other more affordable options being explored for town residents teenagers to get involved in the sport? Golf has a long history of being an elitist game reserved for the richest in society. Will the committee explore participation in major industry initiatives like Junior League Golf, and local PGA Pros teaming up with community education programs, free junior rental clubs low cost programs? Golfing mentoring...not just for the rare talented 10 year old but teens who want to participate at the entry level?

3. Will anything be looked at regarding raising awareness of the clubhouse and golf course -- in particular, what it has to offer more residents of the town to get the most use out of it. Will the restaurant open to the public? If it was renovated and improved with it could become a revenue generator as Westports was. Host special fixed price dining events like Valentine's Day.

4. in conjunction, could the golf related resources be expanded to create a more democratized and vibrant golfing community? Again, especially for young adults and teenagers who would like to golf but cannot afford lessons and rounds at Winged Foot.

5. I'd like to see a greater range of plan in a greater range of costs on the lower end, since the town residents are in part supporting it financially.

6. Is committee exploring options like the food truck vs snack bar? It could save a lot and food trucks are very popular and no longer mean watery hot dogs and burnt coffee but everything from high end restaurant satellite operations to super hot dogs etc.

Thank you,  
Rep. Lauren Bove

Sent from my iPhone, so please excuse any typos.

From: **Calabrese, Anthony** <[ACalabrese@fairfieldct.org](mailto:ACalabrese@fairfieldct.org)>

Date: Wed, Jan 24, 2018 at 2:29 PM

Subject: RE: Follow-up items

To: "Pires, Philip" <[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)>, "Tetreau, Mike" <[MTETREAU@fairfieldct.org](mailto:MTETREAU@fairfieldct.org)>

Cc: Ryan Scully <[rscully1@ur.com](mailto:rscully1@ur.com)>

Hi Phil,

Here are the answers to Representative Bove's questions:



1. No, the HSR Building Committee will not be looking at this. These concerns are addressed in the 10 year plan and have been upgraded as funds have been allocated.

2. No, the HSR Building Committee will not be exploring these options. These options are explored by the current Golf Pro and the Golf Commission. It is their duty to promote youth golf and keep golf a thriving sport.

3. This will all depend on if the HSR Building Committee is able to include a restaurant in the design. Then it would depend on the concessionaire to offer those events. The current concessionaire does events like you've mentioned throughout the year. The restaurant is currently open to the public and any new restaurant would be as well.

4. Again, this is not the HSR Building Committee's charge, this would fall under the Golf Pro and Golf Commission.

5. The HSR Building Committee can look into all options once they are formed.

6. The HSR Building Committee can explore this option once the committee is formed.

Please let me know if you need anything else.

Thanks.

Anthony

----- Forwarded message -----

From: Berchem, Kerry <[kberchem@akingump.com](mailto:kberchem@akingump.com)<mailto:[kberchem@akingump.com](mailto:kberchem@akingump.com)>>

Date: Wed, Jan 24, 2018 at 7:55 PM

Subject: Re: Follow-up information regarding the H. Smith Richardson Golf Course

To: Phil Pires <[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)<mailto:[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)>>

How many fairfield residents played the approximate 28000 fairfield rounds and how many non fairfield residents played the other 12000?

From: **Calabrese, Anthony** <[ACalabrese@fairfieldct.org](mailto:ACalabrese@fairfieldct.org)>

Date: Thu, Jan 25, 2018 at 10:01 AM

Subject: RE: Follow-up information regarding the H. Smith Richardson Golf Course

To: "Pires, Philip" <[pires.fairfieldrtm@gmail.com](mailto:pires.fairfieldrtm@gmail.com)>, Ryan Scully <[rscully1@ur.com](mailto:rscully1@ur.com)>

Cc: "Tetreau, Mike" <[MTETREAU@fairfieldct.org](mailto:MTETREAU@fairfieldct.org)>

Hi Phil,

Here are the answers to the follow up questions from Representative Berchem:

Fairfield Residents playing at resident rates: approximately 3,500 each year

Unfortunately, with our current software there is no way for us to calculate how many non Fairfield residents play the 12,000 nonresident rounds. The Fairfield resident who plays at a non resident rate is paying double what a Fairfield resident with an ID would pay to play, so I'd like to believe there aren't too many Fairfield Residents who are playing that way.

Hope that helps.

Anthony

**Date:** December 17, 2017  
**To:** Board of Selectmen  
**From:** William Hurley, Engineering Manager  
James Harman, Chair, Harbor Management Commission  
**Re:** 14 Points – CT Port Authority SHIPP Grant, \$6,500

## Update Harbor Management Plan

---

1. **Background** – The CT Port Authority established the Small Harbor Improvement Projects Program (SHIPP) grants earlier this year to help shoreline communities improve small ports, harbors, and marinas. The Harbor Management Commission (HMC) applied for a grant under this program to update the Town's Harbor Management Plan for Southport Harbor (Plan), and a grant was awarded for \$6,500 to help defray the associated costs.
2. **Purpose and Justification** – The purpose of this project is to update and amend the Plan, which has not been revised since it was initially adopted by the RTM in 1995. As required by the Town Code and Connecticut Harbor Management Act, this document sets the policy framework for the HMC and provides guidance for its decisions. Conditions in the Harbor have changed significantly in the past 22 years, and many of the goals set out in the original Plan have been accomplished. The revisions will update the Plan to include current conditions and goals, and incorporate a long-term, cost effective plan for maintaining the Harbor's entrance channel, which is subject to ongoing shoaling. The Plan is especially valuable insofar as it strengthens the Town's authority for managing the Harbor relative to State authorities. Recommendations of the HMC pursuant to the Plan and supported by the Plan are binding on the decisions of State officials.
3. **Detailed Description of Proposal** – The goal of the project is to update the Plan as described above. The current Plan consists of approximately 180 pages of narrative and 30 figures and tables. The proposed planning effort will include updating descriptions of Harbor conditions; of harbor management authorities and responsibilities; of harbor management issues and planning considerations; and of the Town's harbor management goals, objectives, policies, and recommendations. The updated document will include a cost-effective Sand Management Plan and sections documenting the 2004-05 Federal maintenance dredging project as well as the Town's efforts to maintain the entrance channel. Also included will be documentation of the successful project by Exide Group, Inc. to dredge and process lead-contaminated sediment from the Mill River and Southport Harbor. In addition, a computer generated Master Plan/Water Use Map will be prepared to cover the Southport Inner Harbor (the most intensely used portion of the harbor) extending from the Federal entrance channel in the vicinity of the Federal jetty upstream to the Tide Mill Dam.
4. **Reliability of Cost Estimate** – (9.5/10) This grant is for a fixed dollar amount to be paid up front by the State, with the remainder of the project costs to be paid from the HMC's Harbor Management account which includes mooring permit fees that, according to the Town Code and General Statutes, may be used only for Harbor improvement purposes including the necessary expenses of the HMC and Harbor Master. This funding has been included in the budget narrative for the HMC's FY 2019 budget. As a

result of project planning discussions and review of a detailed scope of work previously prepared by the HMC for funding through the State's coastal management agency (DEP at that time), the HMC has determined that a total budget of \$13,000 is sufficient to successfully complete this project.

5. **Increased Efficiency or Productivity** – The revised Plan will enable the HMC to operate more effectively, since its guiding document will be more closely aligned with current conditions and goals. The revised Plan also will identify harbor improvement projects and provide a basis for pursuit of funds or potential grants needed to implement those projects.
6. **Additional Long Range Costs** – N/A
7. **Additional Use or Demand on Existing Facilities** – N/A
8. **Alternatives to this Request** – We could further delay the revisions to the Plan, but the lack of updates to reflect current conditions, particularly plans to address the shoaling at the entrance channel, will hinder the HMC's ability to obtain the necessary funding /grants and DEEP permits to dredge the channel.
9. **Safety and Loss Control** – N/A
10. **Environmental Considerations** – One of the Plan's principal goals is to protect and improve the Harbor's environmental quality. The Plan contains sections on environmental conditions and goals, including goals to protect and improve water quality and shellfish and finfish resources.
11. **Insurance** – N/A
12. **Financing** – \$13,000 total cost. \$6,500 will be funded in advance by this grant, and an approximately equal amount (\$ 6,500) will be covered by the HMC's existing operating/mooring maintenance budget.
13. **Other Considerations:** N/A
14. **Other Approvals:**

|                    |                 |
|--------------------|-----------------|
| Board of Selectmen | - Dec. 20, 2017 |
| Board of Finance   | - Jan. 2, 2018  |
| RTM                | - Jan. 29, 2019 |

### Contact Information

City/Town: **Fairfield**

Contact: **James Harman, Chairman, Fairfield Harbor Management Commission**

Date: **April 17, 2017**

Phone Number: **(203) 339-2327**

Email: **j99harman@gmail.com**

Address: **c/o Dept. Of Public Works, Sullivan Independence Hall, 725 Old Post Rd.**

City: **Fairfield**

State: **Connecticut**

ZIP Code **06824**

### Project Information

Location: **Southport Harbor in the Town of Fairfield on Long Island Sound**

Timeline to Implement:

Attach a project schedule or timeline for the requested project.  
(See attachment)

Is this project permitted? Yes No In process, explain: **No permit is needed to update the Harbor Management Plan.**

What type of Marine Related Service is provided by the facility: **Southport Harbor is a center of recreational boating activity in western Long Island Sound, providing mooring and anchoring locations, facilities for visiting boaters, a boat launching ramp, and public waterfront properties for enjoyment of scenic views. The harbor is the centerpiece of state and national historic districts and one of the most scenic and historic maritime locations on the Connecticut coast.**

Is the project approved by local authorities? (If no, explain): **Yes. It is the responsibility of the Harbor Management Commission to implement the duly approved and adopted Harbor Management Plan and to update the Plan as necessary to respond to changing conditions. No other local approvals are needed for the Commission to prepare proposed amendments to the Plan. To take effect, those amendments must be adopted by the Fairfield Representative Town Meeting.**

Date of last dredge (month/year): **The most recent federal dredging of the Southport Harbor Federal Navigation Project occurred in period 2004/2005; the most recent Town dredging occurred in 2014-15.**

What is the current stage of the project? (e.g. planning, design, construction, etc.): **Planning stage; Awaiting additional funding**

Is the project within a Federal Navigation Project or anchorage area?

**The Harbor is served by the Southport Harbor Federal Navigation Project which includes a 9-ft. entrance channel and 9-foot anchorage. This is one of earliest navigation projects in the U.S.**

If Yes, explain status of the proposed project with U.S. Army Corps of Engineers: **The feasibility of future maintenance of the federal channel utilizing the USACE hopper dredge is now being evaluated by the USACE and Harbor Management Commission.**

Narrative Description of the Current Conditions: (See attachment)

Attach a description of the proposal (e.g. work plan, budget, site map, etc.) and how it relates to the existing conditions and future vision:  
(See attachment)

Attach a statement of the vision for the future and economic development within port or harbor: (See attachment)

A brief assessment of what is considered to be the most critical hurdle to overcome in order to realize the vision, and to what extent, if any, state's agencies might be needed to facilitate a coordinated solution:

**The process for preparing a comprehensive update of the Harbor Management Plan is straight-forward. Any unexpected hurdles that may arise during the process of state review and approval and Town adoption will be addressed by the Harbor Management Commission. The most difficult issue concerning management of Southport Harbor concerns development of a long-range, cost-effective plan for maintenance of the harbor entrance channel which is subject to ongoing shoaling. Developing that plan for inclusion in the Harbor Management Plan will be the most significant challenge. The Harbor Management Commission will seek the Port Authority's assistance for addressing this issue.**

Attach a description of how the proposal will support the state's maritime policies and encourage maritime commerce and industry:  
(See attachment)

Project Costs (\$): **Total project cost: \$18,000 Total "SHIPP" request: \$13,000.00** (See attachment)

Matching Funds: **Yes**

Amount (\$): **\$5,000.00 and in-kind services by Harbor Management Commission**

Local and Regional Support Actions:

The applicant shall provide evidence of local commitment to advance harbor improvement goals and approval of your specific proposal.  
(See attachment)

Leverages Other Funding:

Indicate whether the harbor improvement funds will help leverage other past or future proposed public or private funding to provide a larger economic and development impact. (See attachment)

Economic and Market Viability:

Describe the economic and market viability of harbor improvement in the proposed project area. Include an assessment of the proposed projects potential to progress as envisioned. Provide a market analysis to the best extent possible. (See attachment)

Does your town have a Harbor Management Plan? **Yes. Adopted by Fairfield Representative Town Meeting in 1995. The purpose of the proposed project is to update and amend the Plan.** (See attachment)

If yes, please attach a copy with your submission and include a narrative that explains how the project supports or is compatible with the Plan, with references to specific sections in the Plan.

**References**

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |

Signature of Representative:

*Spencer L. Williams*

Date: **April 17, 2017**

(See Attachment for References)

**Where to Apply:**

Submit applications and questions – in writing only – to:

**Joseph Salvatore**  
**Connecticut Port Authority**  
**505 Hudson Street, 3<sup>rd</sup> Floor**  
**Hartford, CT 06106-7106**

You may also submit questions, or applications in Portable Document File (PDF) format, via electronic mail to: [joseph.salvatore@ct.gov](mailto:joseph.salvatore@ct.gov)

**Milestone Deadlines:**

|   |  |
|---|--|
| <u>Question Submittals</u>                | <u>March 15, 2017</u>                  |
| <u>Deadline for Application Submittal</u> | <u>April 17, 2017 (4:00 p.m.)</u>      |
| <u>CPA Deadline-Rating-Selection</u>      | <u>May 3, 2017 (CPA Board Meeting)</u> |

**Attachment**  
**Small Harbor Improvement Projects Program Application**

**Proposal to Update the 1995 Management Plan for Southport Harbor**

**Southport Harbor**  
**Town of Fairfield, Connecticut**

April 17, 2017

**Contact Information**

James Harman, Chairman  
Fairfield Harbor Management Commission  
c/o Dept. of Public Works  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, CT 06824  
(203) 339-2327  
[j99harman@gmail.com](mailto:j99harman@gmail.com)

**PROJECT INFORMATION SUPPLEMENT**  
**(See Grant Application Form)**

**Timeline to Implement**

The proposed schedule for updating the Harbor Management Plan calls for a 12-month scope of work to assess existing conditions; formulate new and amended harbor management goals, policies, and recommendations; prepare a new Master Plan/Water Use map; and prepare the updated Plan document for submittal to the State of Connecticut Department of Energy and Environmental Protection (DEEP) and U.S. Army Corps of Engineers (USACE) for review and approval. The time required for state and federal review and approval and Town adoption by the Fairfield Representative Town Meeting (RTM) is inherently uncertain.

**Narrative Description of the Current Conditions**

Southport Harbor is one of Fairfield's most valuable natural resources — a center of boating activity in western Long Island Sound and one of the most scenic and historic locations on the Connecticut coast. The Harbor played a prominent role in the development of Fairfield and continues to have an important influence on the Town's quality of life.

More than 200 sail and power boats are docked, moored, or dry-stored in the Harbor. In addition, many visiting vessels enter the Harbor on each weekend and holiday during the boating season and use boating facilities and services available pursuant to the Harbor Management Plan. Other visitors, attracted by the unique historic and scenic setting, enjoy views of the Harbor from Perry Green, the Town Boat Yard, and Lower Wharf.

The Harbor supports sail training programs for children and high school students and a popular community sailing program, and provides important opportunities for recreational fishing.

The Harbor Management Plan was adopted in 1995 and has set the objectives for the Harbor Management Commission since then. We have accomplished many of the goals set out in the original Plan, including



increased public access to the harbor and the major dredging project in 2004. Because we have accomplished many of its goals and recommendations, the plan is overdue for a revision.

Please see the attached photos and map.

**Attach a description of the proposal (e.g. work plan, budget, site map, etc.) and how it relates to the existing conditions and the future vision:**

The goal of this project is to update and amend the 1995 Management Plan for Southport Harbor in response to current conditions and circumstances and to include a long-term, cost-effective plan (Sand Management Plan) for maintaining the Harbor's entrance channel, which is subject to ongoing shoaling. That shoaling has necessitated the allocation of significant Town funds over the past 13 years following the last federal maintenance dredging project in the Harbor. The proposed planning effort will include updating descriptions of Harbor conditions; of Harbor management authorities and responsibilities; of Harbor management issues and planning consideration; and of the Town's harbor management goals, objectives, policies, and recommendations. The updated document will include a cost-effective Sand Management Plan and sections documenting the 2004-05 Federal maintenance dredging project as well as the Town's efforts to maintain the entrance channel. Also included will be documentation of the successful project by Exide Group, Inc. to dredge and process lead-contaminated sediment from the Mill River and Southport Harbor. In addition, a computer generated Master Plan/Water Use Map will be prepared to cover the Southport Inner Harbor (the most intensely used portion of the harbor) extending from the Federal entrance channel in the vicinity of the Federal jetty upstream to the Tide Mill Dam.

As a result of project planning discussions and review of a detailed scope of work previously prepared by the HMC for funding through the state's coastal management agency (DEP at that time), the Harbor Management Commission has determined that a project budget of \$18,000 is sufficient to successfully complete this planning project. The Commission is hereby requesting planning funds (\$13,000.00) from SHIPP to be matched with \$5,000.00 from the Commission's Harbor Management Account. Copying costs for distribution of the updated Plan document will be borne by the Commission. The Commission also will be responsible for the costs associated with achieving approval and adoption of the updated Plan document pursuant to Sec. 22a-113m of the General Statutes. In addition, the Commission will provide substantial in-kind services during the project to review work in progress, conduct public meetings, and otherwise direct the Commission's consultant staff during the planning project.

**Attach a statement of the vision for the future and economic development within port or harbor:**

Fairfield's vision for Southport Harbor is articulated in the Management Plan for Southport Harbor and is based on five principal goals; 1) to strengthen the role of the Town of Fairfield in the planning, management, and regulation of water uses and activities in Southport Harbor; 2) to maintain and enhance boating and navigational facilities for the benefit of all Harbor users; 3) to maintain and enhance opportunities for other types of water-based uses and activities in addition to recreational boating anuses and activities; 4) to protect and where feasible improve the quality of the natural environmental resources in the Harbor; and 5) to assure that uses and activities in the Harbor do not adversely affect the quality of life in shorefront areas.

**Add a description of how the proposal will support the state's maritime policies and encourage maritime commerce and industry:**

The proposal will advance the state's coastal management policies, established in the CT Coastal Management Act and Harbor Management Act, that call for continued informed and effective planning

to guide the most desirable use of coastal and harbor resources and the conservation of those resources. (See Sec. 22a-113m of the General Statutes and the policies in Sec. 22a-92 of the General Statutes.)

**Local and Regional Support Actions:**

**The applicant shall provide evidence of local commitment to advance harbor improvement goals and approval of your specific proposal.**

Substantial public support exists in the Southport community and among other Harbor stakeholders for continued effective Town management of Southport Harbor. Please consult the references below for expressions of support for the proposed planning effort. During its meeting on March 21, 2017, the Harbor Management Commission approved a motion to update the Plan in 2017 and to pursue a grant of planning funds available through SHIPP. The Commission recognizes that management of the Harbor in the future will require coordination and collaboration between the Commission and CT Port Authority.

**Leverages Other Funding:**

**Indicate whether the harbor improvement funds will help leverage other past or future proposed public or private funding to provide a larger economic and development impact.**

Substantial funds have been allocated by the Town for maintenance and enhancement of public boating facilities in the harbor and for improvement of Harbor infrastructure. For example, the recent Town project to reconstruct the boat launching ramp was conducted at a cost to the Town of \$90,626.56, not including DPW labor and equipment costs borne by the Town. Also, in the periods 2004-05 and 2014-15, the Town undertook projects to help maintain the Federal Navigation Project involving the excavation of sand. The Town cost for the 2014-15 dredging project exceeded 270,000.00. The Town will continue to allocate funds as needed to maintain and enhance the Harbor in a manner that serves to advance the goals and policies of the Harbor Management Plan.

**Economic and Market Viability:**

**Describe the economic and market viability of harbor improvement in the proposed project area. Include an assessment of the proposed projects potential to progress as envisioned. Provide a market analysis to the best extent possible.**

A market analysis is not needed to confirm the value of the Harbor Management Plan to the community. The value of the Plan has been evident for over two decades. The Harbor Management Commission understands the process for preparing a comprehensive update of the Harbor Management Plan and foresees no obstacles to successful completion that cannot be overcome through a thoughtful, collaborative planning process.

**Does your town have a Harbor Management Plan?**

The Management Plan for Southport Harbor, approved by the State of Connecticut, was adopted by the Fairfield Representative Town Meeting in 1995.

**If Yes, please attach a copy with your submission and include a narrative that explains how the project supports or is compatible with the Plan, with references to specific sections of the Plan.**

The Harbor Management Plan has served the Town well since its adoption in 1995. When it was prepared and adopted, it was recognized by the Harbor Management Commission, Town leaders, and Harbor stakeholders, that the Plan could not identify every issue that may affect the harbor in the future, nor could it provide a specific answer to every problem. Instead, the Plan provided a policy framework to be applied by the Harbor Management Commission on a case by case basis in response to all matters

affecting the safe and beneficial use and conservation of the Harbor. The Plan also calls for the Commission to review the Plan when it becomes necessary to do so in response to changing conditions and circumstances. (See recommendation 4 on page 6-38.)

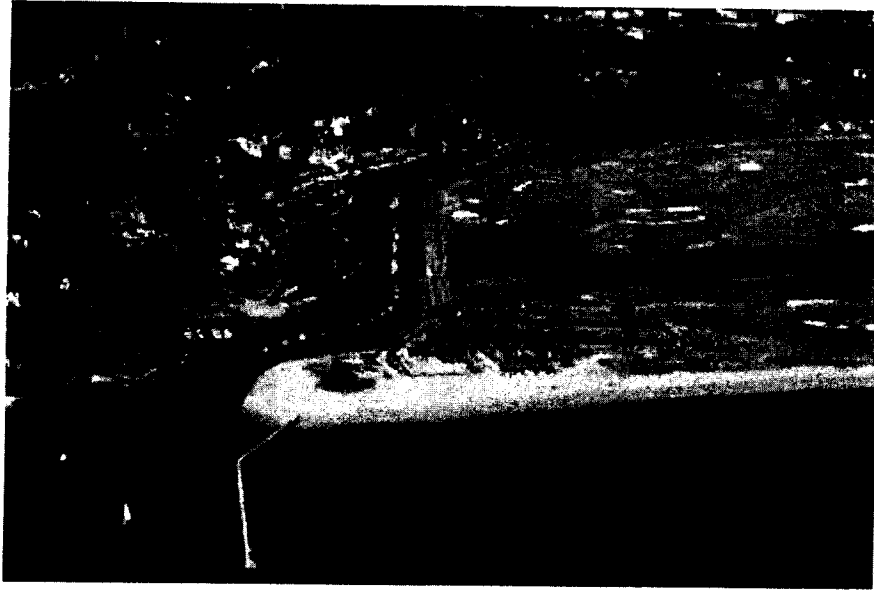
**References:**

First Selectman Michael Tetreau  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, CT 06824  
203-256- 3030  
[mtetreau@fairfieldct.org](mailto:mtetreau@fairfieldct.org)

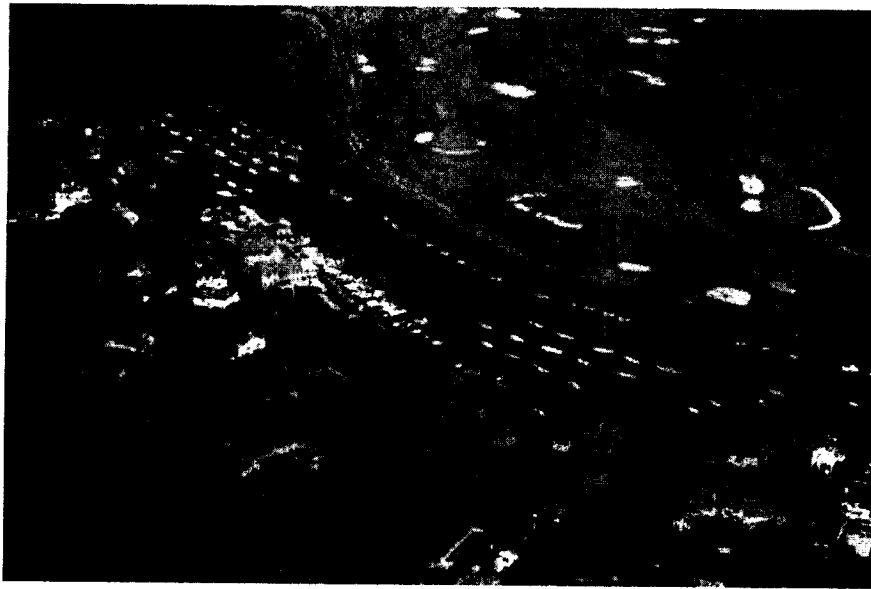
Mr. Joseph Michelangelo  
Director of Public Works  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, CT 06824  
203-256-3010  
[jmichelangelo@fairfieldct.org](mailto:jmichelangelo@fairfieldct.org)

Mr. Brian Carey  
Conservation Director  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, CT 06824  
[bcarey@fairfieldct.org](mailto:bcarey@fairfieldct.org)  
(203) 256-3071

## Southport Harbor on Long Island Sound



*Photo 1: Southport Inner Harbor. The Federal Navigation Project is one of the first navigation projects established by the U.S. Congress. (8.13.2015 aerial photo.)*



*Photo 2: Southport Inner Harbor. The harbor is the centerpiece of a state and National Register historic district. (8.13.2015 aerial photo.)*

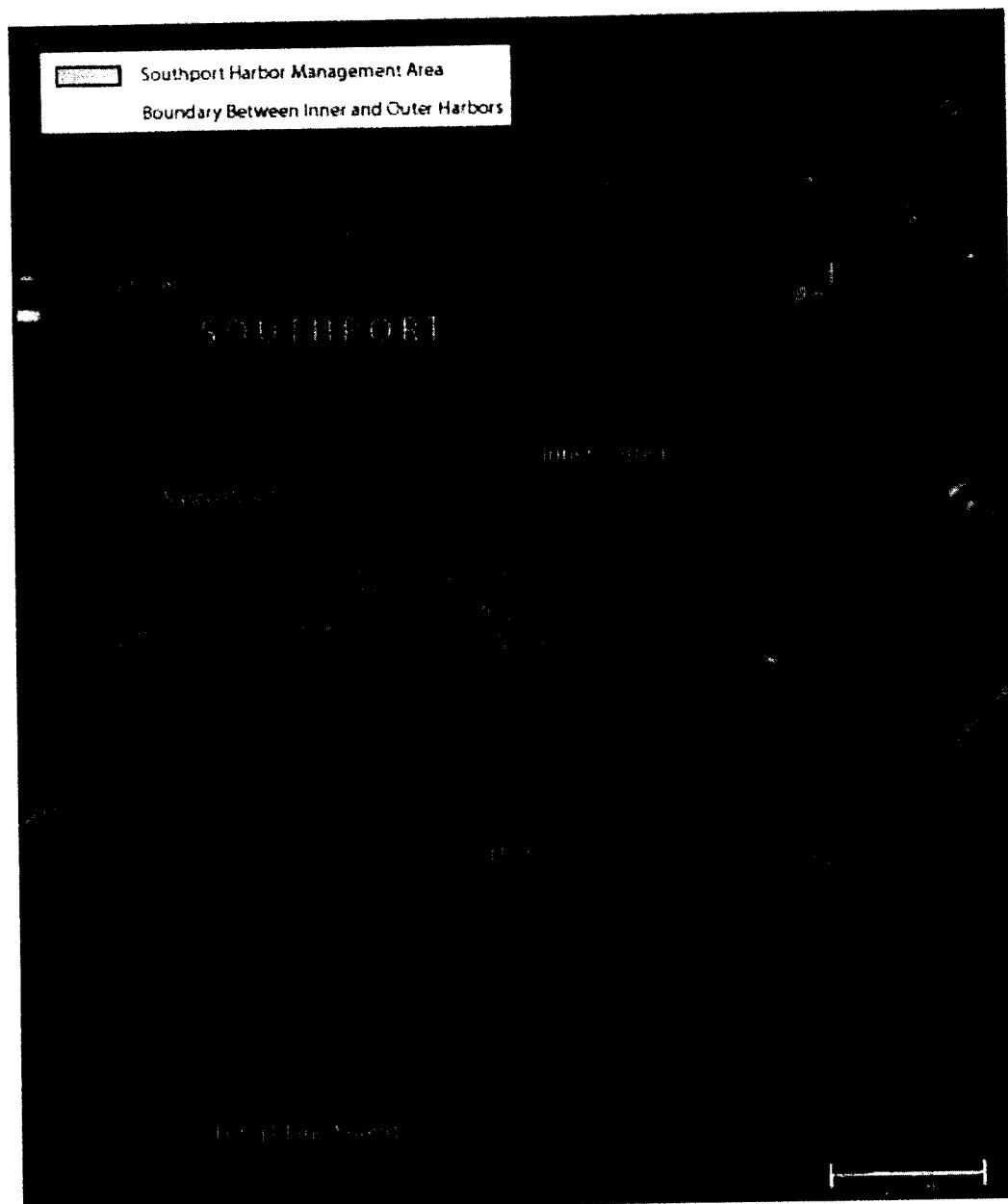


Figure 1-3: Harbor Management Area Boundaries

**ASSISTANCE AGREEMENT BY AND BETWEEN  
THE STATE OF CONNECTICUT  
ACTING BY THE CONNECTICUT PORT AUTHORITY  
AND  
TOWN OF FAIRFIELD**

THIS ASSISTANCE AGREEMENT (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 20\_\_ by and between the STATE OF CONNECTICUT (the “**State**”), acting herein by the CONNECTICUT PORT AUTHORITY with a place of business at 455 Boston Post Road, Suite 204, Old Saybrook, CT 06475 (“**CPA**”), pursuant to the power to administer State grant-in-aid for the SMALL HARBOR IMPROVEMENT PROJECTS Program (“**SHIPP**”) set forth in Sections 13b-55a through 13b-57 of the General Statutes of Connecticut, as amended from time to time, and collectively with all rules and regulations promulgated thereunder, the “**Act**”), and TOWN OF FAIRFIELD, with a place of business at 725 Old Post Road, Fairfield, CT 06824 (the “**Grantee**”), acting herein by [NAME OF MUNICIPAL OFFICIAL], its duly authorized officer.

WITNESSETH THAT:

**WHEREAS**, pursuant to the Act, the CPA, a body politic and corporate and public instrumentality of the State created to coordinate the development of the State’s ports and harbors and to, among other things, coordinate the planning and funding of capital projects promoting the development of the ports and harbors;

**WHEREAS**, the governing body of the Grantee has submitted to the CPA a series of documents, including a SHIPP grant application, [a certified resolution from the Grantee’s applicable organizational body authorizing the Grantee to submit said application,] a work plan, budget, site map and exhibits, if any, and other documents (all, together with this Agreement and all other documents and agreements executed by the Grantee in connection with this Agreement, collectively, the “**Project Documents**”) for a project entitled **Fairfield Harbor Management Plan Update and Amend** (the “**Project**”) and has represented to CPA that it can rely upon the information within the Project Documents as accurate and complete; and

**WHEREAS**, the CPA has determined that funding of the Project is consistent with the Act, and has agreed to provide grant funding to Grantee for the Project upon the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the parties hereby agree as follows:

**ARTICLE I**

**REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE GRANTEE**

The Grantee represents, warrants and covenants to the CPA as follows:

**1.1     Form of Business Entity.** The Grantee is a municipal corporation duly created and validly existing under the laws of the State. Further, the Grantee will preserve and maintain its existence as a municipal corporation duly organized, validly existing, and in good standing under the laws of the State.

**1.2     Authorization to Enter Into and Execute Project Documents.** The execution and delivery of each of the Project Documents and this Agreement by the Grantee, and the performance of its obligations thereunder, are

within its power, have been duly executed and delivered and duly authorized by all necessary action on its part, and are not in contravention of any federal, state, municipal, local, foreign, international or multinational statute, law, ordinance, regulation, rule, guideline, code, order, injunction, permit, license, authorization, judgment, decree, writ, consent, or other requirement or rule of law (collectively, "**Laws**") nor in contravention of its organizational documents or governing bylaws, including its charter if applicable, or of the provisions of any indenture, agreement, or undertaking to which it, its principals or employees are parties or by which they are bound. This Agreement and the Project Documents constitute valid and binding obligations of Grantee, enforceable against Grantee in accordance with their terms.

**1.3 Other Authorization Unnecessary.** No consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by the Grantee of the Project Documents. The Grantee agrees that nothing in this Agreement relieves it from any obligation under any Laws to obtain any such license, consent, or approval.

**1.4 Existing Suit or Other Actions.** There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Grantee's knowledge, threatened against or affecting it, which may adversely affect the Project, any of the transactions contemplated by the Project Documents, the validity of the Project Documents, or the Grantee's ability to discharge its obligations under the Project Documents.

**1.5 Default of Existing Orders or Instruments.** The Grantee is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which may adversely affect the Project, or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or the Grantee's ability to discharge its obligations under the Project Documents.

**1.6 Event of Default.** No Event of Default (as defined in Article VI hereof) has occurred or is continuing, and the Grantee has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Event of Default.

**1.7 Financial Condition.** There has been no material adverse change in the financial condition of the Grantee since the date of application for the Funding that has not been previously disclosed in writing to the CPA. Grantee has disclosed to CPA all material information relating to the Grantee and the Project Documents.

## **ARTICLE II**

### **FUNDING**

**2.1 Funding.** The CPA hereby agrees, subject to the terms of the Act and this Agreement, to provide financial assistance in the form a grant to Grantee for the Project in an amount of up to Six Thousand Five Hundred Dollars (\$6,500.00) (the "**Funding**"), to be used only for the direct costs as set forth in the Budget (hereinafter defined). Any amount in excess of the Funding that may be necessary to cover the Project costs set forth in the approved budget shall be the sole responsibility of Grantee.

**2.2 Proposal.** The following documents are incorporated in this Agreement by reference, and Grantee agrees to the terms and conditions thereof and to the extent any conflict exists or arises between or among the Act and any of such incorporated documents, the following order of precedence shall govern: (i) the Act, (ii) the General Grant Conditions (defined in Section 2.2(b) below), (iii) this Agreement (other than the incorporated documents), (iv) the SHIPP policies and Procedures of the CPA (which may be obtained from the CPA's website or by contacting the CPA directly), and (v) the grant application documents, including any instructions relating thereto and notifications to Grantee thereunder (the "**Proposal**").

(a) Attached hereto as Exhibit A is the Proposal completed by the Grantee and delivered to the CPA by Grantee, along with the budget as approved by the CPA (the "**Budget**"). Grantee hereby certifies, subject to the penalty for false statements under Section 53a-157b of the General Statutes of Connecticut, as amended, that all of the information provided by Grantee in the Proposal, to the best of its knowledge, is true, accurate and complete in all material respects as of the submission date of the Proposal and as of the date of this Agreement.

(b) Attached hereto as Exhibit B are the General Grant Conditions applicable to the award, execution and performance of this Agreement (the "**Grant Conditions**"). For purposes of this Agreement, references in Exhibit B to the "State" shall mean and include the CPA and the State of Connecticut, as applicable; references to the "Contract" or "contract" shall mean and include this Agreement and the other incorporated documents; and references to the "Contractor" or "contractor" shall mean Grantee.

**2.3** Unauthorized Expenditures. The Funding is to be used solely to reimburse or otherwise finance those expenditures made by Grantee in accordance with the approved Budget and which do not include Unauthorized Expenditures (as defined below). Any unspent Funding shall become immediately due and payable by the Grantee to the CPA within ninety (90) days of substantial completion of the Project or July 1, 2019, whichever is earlier, unless directed otherwise, in writing, by the CPA. As used herein, "**Unauthorized Expenditures**" shall mean any of the following:

(a) Any costs/expenses not related to the Project;

(b) Any costs/expenses excluded pursuant to the Proposal (except as otherwise provided in an amendment to this Agreement in accordance with Section 9.7 hereof); and/or

(c) Any other costs/expenses listed on Exhibit C attached hereto.

### ARTICLE III

#### PAYMENTS

**3.1** Funding Payments. The CPA shall make Funding payments by check or wire transfer to Grantee as follows:

(a) Funding in the total amount of Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00) shall be paid in one lump sum amount to Grantee upon within sixty (60) days of the execution of this Agreement by Grantee and the CPA on such date and in such manner as agreed to by Grantee and the CPA or as otherwise determined by the CPA in its sole and absolute discretion.

(b) Notwithstanding the foregoing: (i) Grantee shall not be entitled to, and the CPA shall not be obligated to deliver the Funding unless and until (A) all conditions precedent to the grant have been satisfied including without limitations, the Grant Conditions, (B) the CPA has completed any necessary review or examination relating to the Project deemed necessary or appropriate by the CPA in its sole and absolute discretion, and (C) any and all reports, documents and other deliverables due to the CPA have been completed in full, executed as applicable, and delivered by Grantee to CPA and reviewed and accepted by the CPA; and the Funding shall be delayed until such time as all such conditions set forth in the foregoing clauses (A), (B) and (C) are met; and (ii) no Event of Default exists or is continuing, and no event or condition exists and is continuing which, with due notice or lapse of time or both, would constitute an Event of Default.



## ARTICLE IV

### BUDGET AND PROJECT REVISIONS

**4.1 Budget and Project Revisions.** Grantee shall not make material revisions to the Budget and/or Project without the prior written approval from the CPA, such approval to be given in the CPA's sole and absolute discretion. Material revisions to the Budget and/or the Project include without limitation: (i) a transfer of responsibility for a material portion of the Project; (ii) a material change in objective or scope of the Project; (iii) a material reallocation of any portion of any costs/expenses line item in the approved Budget; and (iv) any material reductions in the funding provided to the Project by any funding sources other than the CPA, if the CPA approved any Budget and/or Proposal that included such other funding sources as an element thereof. Approval by the CPA of any revised Budget shall not constitute or imply a revision of the amount of the Funding.

## ARTICLE V

### RECORDS AND INSPECTION

**5.1 Records.** The Grantee shall maintain records in a complete, businesslike manner, including without limitation full, accurate, complete and current minutes and records of the Project in compliance with all Laws or as otherwise reasonably required by the CPA. The Grantee shall furnish to the CPA or its designee, at such times as the CPA shall determine, any document, data, and information relating to the Project in possession of the Grantee which is requested by the CPA. The CPA or its designee, shall, for the purpose of determining the proper disposition of the Funding, have the right at any time during normal business hours to inspect the minutes, records, books, files, documents, payrolls, employment contracts and conditions, contracts, and any other papers or electronic records of the Grantee, or to make inspection of any physical location of the Grantee. The Grantee shall aid and cooperate with any and all such inspections.

**5.2 Inspections and Audits.** If any such inspections or audits reveal the use of the Funding for any Unauthorized Expenditures, in addition to all other rights and remedies of the CPA, Grantee shall immediately reimburse the CPA for any such portion of the Funding used for Unauthorized Expenditures unless directed otherwise in writing by the CPA. These inspection rights hereunder and the audit rights set forth on Exhibit B hereto, of the CPA shall continue during and after the completion of the Project for a period of three (3) years (or such longer period as required by Laws applicable to the CPA), and shall be in addition to any audit and inspection rights of the CPA granted under any other provision of Laws or specifically set forth in any of the Project Documents. In accordance with Conn. Gen. Stat. § 7-396a, the Connecticut Auditors of Public Accounts shall have access to all records and accounts of Grantee for the fiscal year(s) in which Funding is provided.

## ARTICLE VI

### DEFAULT

**6.1 Events of Default.** The occurrence of any of the following events shall constitute a default under this Agreement (an "**Event of Default**"):

(a) **Breach of Agreement.** Any failure by Grantee to perform any, covenant, agreement, act, duty, obligation or other agreement contained herein or in any other Project Document or any failure to forbear from any unpermitted act, or if the Grantee abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent;

(b) Misrepresentation. Any breach of any representation or warranty made by the Grantee or caused to be made for the Grantee in any of the Project Documents;

(c) Receivership or Bankruptcy. If the Grantee shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Grantee for the purpose of effecting any of the foregoing;

(d) Lack of Adequate Security. If the CPA, at any time and acting in a commercially reasonable manner, deems itself to be insecure. For the purposes of this Agreement, the CPA shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the Project, including, but not limited to, the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Project;

(e) Violation of Terms in Other Project Documents. The occurrence of an Event of Default or breach by Grantee of any of the terms or provisions under this Agreement or any of the Project Documents; and

(f) Violation of Laws. The Grantee's failure to comply with all applicable Laws in the administration of this Agreement and the failure of Grantee to perform any covenant or agreement of Grantee in the Project Documents.

**6.2** Notice of Default. If the Grantee defaults or shall commit or allow any breach of the Grantee's covenants, agreements and other obligations under this Agreement, material or otherwise, including, without limitation, an Event of Default, hereunder, the CPA shall notify the Grantee of the default in writing ("**Notice of Default**") in accordance with Section 9.10 hereof.

**6.3** Opportunity to Cure. Upon the occurrence of an Event of Default, the CPA may, in its sole and absolute discretion, provide the Grantee thirty (30) days after the Notice of Default, or such longer period of time as the CPA determines and sets forth in writing, to cure or remedy the default or breach. Said cure or remedy shall not be effective unless accepted, in writing, by the CPA in the CPA's sole and absolute discretion.

## ARTICLE VII

### REMEDIES

**7.1** Remedies. Upon the occurrence of an Event of Default, the CPA, shall have, to the full extent permitted by applicable Laws, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(a) To suspend all further payments to the Grantee until such Event of Default is cured to the sole and absolute satisfaction of the CPA;

(b) To enforce the performance or observance of any obligations, agreements, or covenants of the Grantee in this Agreement or any of the Project Documents;

(c) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Event of

Default, the Grantee hereby agrees to repay immediately to the CPA the entire amount of the Funding received, and liquidated damages equal to five percent (5%) of the total amount of the Funding received;

(d) The right to a writ of mandamus, injunction or similar relief against the Grantee due to such Event of Default or breach;

(e) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any Event of Default; and

(f) The Grantee agrees that all expenditures incurred by the CPA under the Project Documents are other than principal, and the principal of this Agreement after maturity or acceleration or upon an event of default or after a judgment hereon, shall bear interest at the rate of fifteen percent (15%) per annum, or such maximum rate as permitted by Laws, from the date of demand, acceleration, default or judgment as applicable.

7.2 The CPA may collect costs and expenses including without limitation reasonable attorney fees associated with collection efforts relating to this Agreement.

## ARTICLE VIII

### INDEMNIFICATION

8.1 Indemnity by Grantee. Grantee agrees, to the extent allowed by applicable Laws, to indemnify each of the CPA and the State (and any agency, quasi-public agency and department thereof) and their respective officers, officials, directors, employees, agents and affiliates (collectively, the "Indemnified Parties") against, and defend and hold each of them harmless from any liability, claim, complaint, demand, cause of action, audit, investigation, hearing, action, suit or other proceeding asserted or initiated or otherwise existing in respect of any matter, obligation, loss, cost, damage, penalty, fine or expense (including attorneys' fees) resulting from, relating to or constituting:

(a) the performance by the Grantee of the Project;

(b) any breach by Grantee of the terms and provisions of this Agreement or the other Project Documents;

(c) any accidents, injuries (including death), or damage of any kind which are caused, or claimed to be caused, by the Grantee with respect to the Project;

(d) the failure to perform any covenant or agreement of Grantee contained in this Agreement or any of the other Project Documents and all other related agreements, instruments and/or certificates executed by the Grantee in connection with the Funding;

(e) all violations by Grantee of any Laws or any failure by Grantee to comply with any Laws or requirements of insurance policies;

(f) any infringement of patents or other intellectual property rights, or the improper use of other proprietary or intellectual property rights, which may occur in connection with the Project;

(g) any hazardous substances created, generated, released or disposed of in connection with the Project; and

(h) any other matter related to any acts or omissions of Grantee with respect to the Project or the Project Documents.

**8.2** Survival. The rights and obligations of the parties hereto pursuant to this Agreement shall survive the termination of this Agreement for the applicable statute of limitations.

**8.3** Cooperation. Each of the Grantee and the CPA agrees to reasonably cooperate and to cause their respective employees and agents to reasonably cooperate with the other in the defense of any indemnified claim.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

**9.1** Waiver. No waiver by CPA with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affected in any way any rights arising by virtue of any prior or subsequent such occurrence.

**9.2** Severance. If any court shall hold a provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected.

**9.3** Counterparts. This Agreement may be executed in multiple counterparts (including those delivered by facsimile or other electronic means), each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**9.4** Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State, without regard to any choice or conflict of law provisions or rule that would require the application of laws of this State or any other state.

**9.5** Venue. EACH PARTY HEREBY CONSENTS TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (a) ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT; (b) ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; (c) THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE RELATING TO THIS AGREEMENT AND (d) AGREES NOT TO BRING ANY SUCH ACTION OR PROCEEDING IN ANY OTHER COURT.

**9.6** Agreement. This Agreement, the Proposal (including without limitation the Budget), the General Grant Conditions, and any document, certificate, report or agreement furnished or executed in connection herewith or therewith (and any supplement/amendment hereto or thereto), together with the exhibits and schedules hereto and thereto, embody the entire agreement and understanding among the parties, and supersede all prior oral or written agreements and understandings relating to the subject matter hereof.

**9.7** Modification. This Agreement may not be changed, modified or discharged orally, nor may any waivers or consents be given orally hereunder, and every such change, modification, discharge, waiver or consent shall be in writing and signed by the party against which enforcement thereof is sought. No such waiver, modification or amendment shall extend to or affect any obligation not expressly waived, modified or amended.

**9.8 Assignment.** This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by the Grantee without the prior written consent of the CPA, which consent may be withheld in the CPA's sole and absolute discretion. Any assignment made without the written consent of the CPA shall be null and void. The State (and each agency, quasi-public agency and department thereof) shall be third party beneficiaries of this Agreement with the rights attendant thereto (including the right of enforcement and pursuit of remedies). The CPA may assign its rights and obligations at its sole discretion, including, without limitation, to: (a) any governmental or quasi-governmental agency of the State, governmental unit of the State or one or more statutorily created entity of the State; (b) (i) any corporation, limited liability company, partnership or other entity controlled by the CPA or (ii) any other person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the CPA created for the purpose of managing and/or making investments in, and/or awarding grants or extending loans (c) any successor or replacement agency of the State (or other entity) for the CPA.

**9.9 Gender, Number, and Captions.** Under this Agreement, unless a clear intention appears otherwise: (a) the singular number includes the plural number and vice versa; (b) reference to any gender includes each other gender; (c) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (d) reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; (e) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section or other provision hereof; (f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (g) "or" is used in the inclusive sense of "and/or"; (h) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; (i) references to "person" or "persons" means an individual, corporation, limited liability company, partnership, trust, joint venture or other legal entity; (j) article and section headings herein are for convenience only and shall not affect the construction hereof; and (k) section references shall be deemed to refer to all subsections thereof, unless otherwise expressly indicated.

**9.10 Notice.** All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (i) on the date of service if delivered personally; (ii) at the time of receipt of confirmation by the transmitting party if by facsimile transmission; or (iii) on the day after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this Section:

If to Grantee, to:

Town of Fairfield  
Fairfield, Connecticut 06824  
ATTN: [NAME/TITLE OF MUNICIPAL OFFICIAL]

*With a copy to:*

[\_\_\_\_\_  
[ADDRESS]  
[ADDRESS]  
ATTN: [\_\_\_\_\_  
Email: [\_\_\_\_\_]

If to Connecticut Port Authority, to:

Connecticut Port Authority  
455 Boston Post Road, Suite 204  
Old Saybrook, CT 06475  
ATTN: Joseph Salvatore  
Email: joseph.salvatore@ct.gov

*With a copy to:*

Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103  
ATTN: Glenn A. Santoro, Esq.

Any party may change its address or other contact information for notice by giving notice to each other party in accordance with the terms of this Section.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the date first set forth above.

**TOWN OF FAIRFIELD**

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

**CONNECTICUT PORT AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Evan Matthews  
Title: Executive Director

## **EXHIBIT B**

**CONNECTICUT PORT AUTHORITY  
SMALL HARBOR IMPROVEMENT PROJECTS PROGRAM  
455 BOSTON POST ROAD, SUITE 204  
OLD SAYBROOK, CT 06475**

### **GENERAL GRANT CONDITIONS**

#### **SECTION 1: Use of Grant Funds.**

The Grantee agrees to expend the grant funds (the "Grant") awarded pursuant to the Agreement for allowable purposes only and to comply with all of the terms and conditions of the Grant and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Connecticut Port Authority (CPA), be obligated prior to the starting date or subsequent to the end date of the Grant period.

#### **SECTION 2: Fiscal Control.**

The Grantee shall maintain accounting records and establish policies and provide procedures to insure sound fiscal control, effective management, and efficient use of Grant funds. The Grantee shall establish fiscal control and accounting procedures to insure proper disbursement of, and accounting for, Grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to Grant activities are made for allowable purposes only.

#### **SECTION 3: Retention of Records and Records Accessibility.**

3.1 All services performed by Grantee shall be subject to the inspection and approval of CPA at all times, and Grantee shall furnish all information concerning the services. CPA or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or sub-grantees pertaining to work performed under the Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. CPA or its representatives shall give the Grantee or its subcontractors or sub-grantees at least twenty-four (24) hours' notice of such intended examination. At CPA's request, the Grantee or subcontractors or sub-grantees shall provide CPA with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or sub-grantee which pertains to CPA's business under the Agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under the Agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by CPA or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with Grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or sub-grantee under the Agreement shall retain and maintain accurate records and documents relating to performance of services under the Agreement for a minimum of three (3) years from the expiration of the subcontract or sub-grant and shall make them available for inspection and audit by CPA or its representative. The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee providing services under the Agreement.

#### **SECTION 4: Insurance.**

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" CPA and the State of Connecticut (the "State") from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with CPA prior to the award of funding.



#### **SECTION 5: Conflict of Interest.**

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or sub-grant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or sub-grant or when the individual employee is related to any of the foregoing persons.

#### **SECTION 6: Reports.**

The Grantee shall submit such reports as CPA shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and sub-grantee packets and budgets. Cash requests may be withheld by CPA until complete and timely reports are received and approved.

#### **SECTION 7: Funding Limitation.**

Funding of this project in no way obligates CPA to fund the project in excess of the Grant funds awarded, beyond the period of this grant, or in future years.

#### **SECTION 8: Revised Budget.**

If the Grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the Grant application budget, the Grantee agrees to submit to CPA a revised budget and budget narrative equal to and in the same distribution as the Grant awarded not later than thirty (30) days after signing of the grant. Cash requests shall be withheld until the revision is received and approved by the CPA in the CPA's sole and absolute discretion.

#### **SECTION 9: Audits.**

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to CPA two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this Grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, §§ 4-230 through 4-236, as amended, of the General Statutes of Connecticut (the "General Statutes"), the Grantee is required to submit a State Single Audit Report to CPA. General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from CPA for this Grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with CPA no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

**SECTION 10: Unexpended Funds and/or Disallowed Costs.**

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to CPA no later than sixty (60) days following closeout of the grant.

**SECTION 11: Nondiscrimination and Affirmative Action.**

11.1 The Grantee agrees to comply with each provision of General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to General Statutes §§ 46a-56, 46a-68e, 46a-68f, and 46a-86, related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.

11.2 In accordance with General Statutes § 4a-60(a)(1), the Grantee agrees and warrants that in the performance of the Grant such Grantee shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State.

11.3 In accordance with General Statutes § 4a-60(a)(1), the Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.4 In accordance with General Statutes § 4a-60(a)(2), the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

11.5 In accordance with General Statutes § 4a-60a(a)(1), the Grantee agrees and warrants that in the performance of the Grant such Grantee shall not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State, and that employees are treated when employed without regard to their sexual orientation.

11.6 In accordance with General Statutes §§ 4a-60(a)(3) and 4a-60a(a)(2), the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.7 In accordance with General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and General Statutes § 46a-56.

11.8 In accordance with General Statutes § 4a-60(b), if the Grant is a public works contract, the Grantee agrees and warrants that the Grantee shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with General Statutes § 4a-60(e).

11.9 In accordance with §§ 4a-60(h) and 4a-60a(c), the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor

or vendor as a result of such direction by the CHRO regarding a state contract, the Grantee may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.10 For the purposes of this entire Nondiscrimination section, "Grant" includes any extension or modification of the Grant, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the State, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the State, including, but not limited to municipalities, (2) a quasi-public agency, as defined in General Statutes § 1-120, (3) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, state or government described in subdivision (1), (2), (3), (4) or (5) of this subsection.

#### **SECTION 12: Executive Orders.**

12.1 The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. The Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to the Agreement.

12.2 The Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. The Agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to the Agreement.

12.3 The Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. The Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

#### **SECTION 13: Americans with Disabilities Act.**

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the Grant period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, shall render the Grant voidable at the option of CPA upon notice to the Grantee. The Grantee warrants that it shall hold CPA or the State harmless from any liability, which may be imposed upon CPA and the State as a result of any failure of the Grantee to be in compliance with this Act.

#### **SECTION 14: Independent Contractor.**

The Grantee shall act as an independent contractor in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee shall notify CPA of the contractor's identity.

**SECTION 15: Federal Compliance and Assurances.**

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its sub-grantees shall comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

**SECTION 16: Non-Supplanting.**

16.1 If the Grantee receives any federal funds in this Grant as identified on the Notice of Grant Award, the Grantee agrees that these Grant funds shall be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and shall in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the Grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state Grant funds. CPA may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

**SECTION 17: Additional Federal Conditions.**

If the Grantee receives any federal funds in this Grant as identified on the Notice of Grant Award, the Grantee agrees to comply with any additional federal conditions which have been issued by the federal grantor agency to the State and hereby made a part of this Grant.

**SECTION 18: Indemnification.**

The Grantee, hereby, agrees to indemnify, defend and save harmless the State, including, but not limited to, CPA, their respective officers, employees and agents for any breach of the Agreement.

**SECTION 19: Large State Contracts.**

Pursuant to General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update as prescribed by General Statutes § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

**SECTION 20: State Contracting Standards Board.**

Pursuant to Connecticut General Statute §4e-7 the Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for CPA's consideration and final CPA determination, termination of this Grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the General Statutes) or General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

**SECTION 21: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.**

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with Grant funds awarded pursuant to the Agreement, shall adhere to the requirements of General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with General Statutes § 4a-60g(a)(14), and "Quasi Public Agency Project" is defined in accordance with General Statutes § 4a-60g(a)(15).

## **SECTION 22: Whistleblower Protection.**

The Agreement is subject to the provisions of Section 4-61dd of the General Statutes. In accordance with therewith, if an officer, employee or appointing authority of the contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The CPA may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in such statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

## **SECTION 23: Campaign Contribution and Solicitation Prohibitions.**

For all State contracts as defined in § 9-612 of the General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and shall inform its principals of the contents of the notice. See Attachment A.

## **SECTION 24: Nondiscrimination Certification.**

Pursuant to General Statutes §§ 4a-60 and 4a-60a every Grantee is required to provide the State with a nondiscrimination certificate for all State contracts regardless of type, term, cost or value. Notwithstanding the foregoing, the types of Grantees listed in section 11.10 are not required to file a nondiscrimination certificate. The appropriate form must be submitted to the awarding agency (as defined by General Statutes §4a-60g) prior to contract execution. Copies of "nondiscrimination certification" forms that shall satisfy the statutory requirements may be found on the Office of Policy and Management's (OPM) website. The applicable certification form must be signed by an authorized signatory of the Grantee.

## **SECTION 25: Additional Restrictions on Use of Federal Funds.**

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

## **SECTION 26: Iran Certification.**

Effective October 1, 2013, OPM Iran Certification Form 7 must be submitted for any large state contract, as defined in § 4-250 of the General Statutes. OPM Iran Certification Form 7 must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

## **SECTION 27: Forum and Choice of Law.**

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State. The Grantee waives any objection which it may now have or shall have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**SECTION 28: Special Grant Conditions.**

The Grantee agrees to comply with the Special Grant Conditions, if any, issued in connection with this specific Grant, and which are hereby made a part of this award.

## ATTACHMENT A

### **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of General Statutes of Connecticut Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

#### **Campaign Contribution and Solicitation Limitations**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### **Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

#### **Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties:** Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties:** Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### **Contract Consequences**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

### **Definitions:**

**"State contractor"** means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

**"Prospective state contractor"** means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

**"Principal of a state contractor or prospective state contractor"** means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

**"State contract"** means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any



goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

**"State contract solicitation"** means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

**"Managerial or discretionary responsibilities with respect to a state contract"** means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

**"Dependent child"** means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

**"Solicit"** means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**"Subcontractor"** means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates.

**"Subcontractor"** does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

**"Principal of a subcontractor"** means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



## STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: \_\_\_\_\_

## INSTRUCTIONS:

CHECK ONE: ☐ Initial Certification.  
☐ Amendment or renewal.

**A. Who must complete and submit this form.** Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

## Check applicable box:

- ☐ Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- ☐ Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

## B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

## C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

## CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- ☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- ☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
 Printed Respondent Name

\_\_\_\_\_  
 Printed Name of Authorized Official

\_\_\_\_\_  
 Signature of Authorized Official

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Commissioner of the Superior Court (or Notary Public)

\_\_\_\_\_  
 My Commission Expires

**Date:** December 17, 2017  
**To:** Board of Selectmen  
**From:** William Hurley, Engineering Manager  
James Harman, Chair, Harbor Management Commission  
**Re:** 14 Points – CT Port Authority SHIPP Grant, \$266,000

## Dredging at Town Boat Yard (Ye Yacht Yard)

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1. **Background** – The CT Port Authority established the Small Harbor Improvement Projects Program (SHIPP) grants earlier this year to help shoreline communities improve small ports, harbors, and marinas. The Harbor Management Commission (HMC) applied for a grant under this program to dredge the marina basin at the Town Boat Yard in Southport, also known as Ye Yacht Yard, and the Port Authority awarded a grant for \$266,000 to cover the associated costs.
2. **Purpose and Justification** – The purpose of this project is to make the launching ramp and dinghy docks at the Town Boat Yard usable at all stages of the tide. The ramp and most of the docks are currently unusable at low tide due to insufficient water depth. These improvements are recommended in the Town's Harbor Management Plan.
3. **Detailed Description of Proposal** – The goal of the project is to dredge the Town Boat Yard (YYY) marina basin to a depth of 3 to 6 feet at mean lower low water (MLLW), completing improvements that were authorized by a CT DEEP permit issued in 2012. Approximately 2,400 cubic yards of material will be removed and disposed as authorized by the Army Corps of Engineers at the mid-Long Island Sound disposal site. Improvements to the launching ramp were largely completed by Town DPW personnel in 2016, but until now lack of funding has prevented the remainder of the permitted project from being completed. Completion of the ramp improvements will be accomplished by Town DPW personnel after the dredging is complete; labor and equipment costs will be borne by the Town (DPW). The attached photos and drawing provide an overview of the project.
4. **Reliability of Cost Estimate** – (9/10). This grant is for a fixed dollar amount to be paid up front by the State. Project cost estimates of \$266,000 for the dredging and related engineering services were prepared as part of the grant application by a Professional Consulting Engineer based on professional judgement and experience; Town costs for equipment rental and materials to complete the launching ramp improvements of \$11,428 were estimated by the Town Engineer, based on prior year expenditures, and will be paid from funds in the existing HMC Dredging Account, using capital improvement funds previously allocated by the RTM for this purpose. Total estimate of project is \$ 277,428.
5. **Increased Efficiency or Productivity** – This project will significantly improve the utility of the launching ramp and docks, by making them accessible at low tide and thereby maintaining safe and enjoyable public access to Southport Harbor and Long Island Sound.
6. **Additional Long Range Costs** – N/A

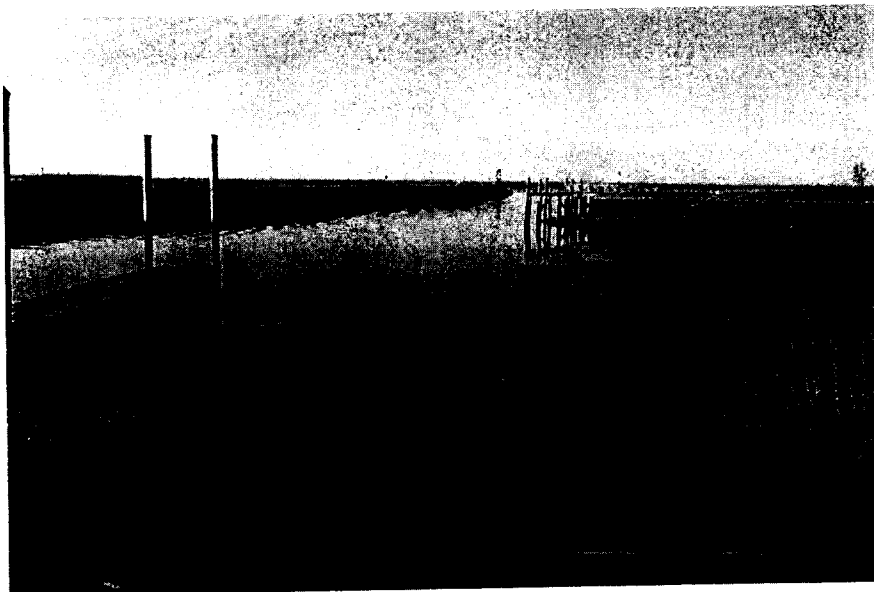
7. **Additional Use or Demand on Existing Facilities** – N/A
8. **Alternatives to this Request** – The original DEEP and Army Corps of Engineers permits for this project expired in May, 2017 and were extended until May, 2018 in anticipation of this grant. The grant approval was delayed until November due to delays in approving the State budget, making it impractical to complete this project during the winter 2017-18 dredging season. The HMC is confident that DEEP will grant a final one-year extension to this permit, which with this grant will allow the project to be completed early in the 2018 dredging season that begins October 1, 2018. If this grant request is not approved, the HMC will in all likelihood have to apply for new permits and new funding sources to complete this project.
9. **Safety and Loss Control** – As part of the dredging contract to be negotiated, the contractor will be required to employ best practices for safety. An additional benefit of this project is that it will enable the Fairfield Fire Department to launch its trailered emergency services vessel at any stage of the tide. This is the only launching ramp providing emergency access to Long Island Sound between South Benson Marina, about four miles to the east, and Westport's Compo Beach marina, about five miles to the west.
10. **Environmental Considerations** – The DEEP permit for this project includes provisions to ensure environmental safety, including a requirement that any -dredged material deemed unsuitable for unconfined open water disposal be capped with other, suitable material at the disposal site.
11. **Insurance** – The dredging contractor will be required to carry the necessary insurance prescribed by the Purchasing Department per contract requirements.
12. **Financing** – This grant provides \$266,000 to cover the dredging and related engineering services. The HMC's existing Dredging Account will cover the equipment rental and materials required to complete the launching ramp, with labor and Town equipment provided by DPW at an estimated cost of \$ 11,428. Total expenditures for project are anticipated at \$ 277,428.
13. **Other Considerations:**
14. **Other Approvals:**

|                    |                 |
|--------------------|-----------------|
| Board of Selectmen | - Dec. 20, 2017 |
| Board of Finance   | - Jan. 2, 2018  |
| RTM                | - Jan. 29, 2018 |

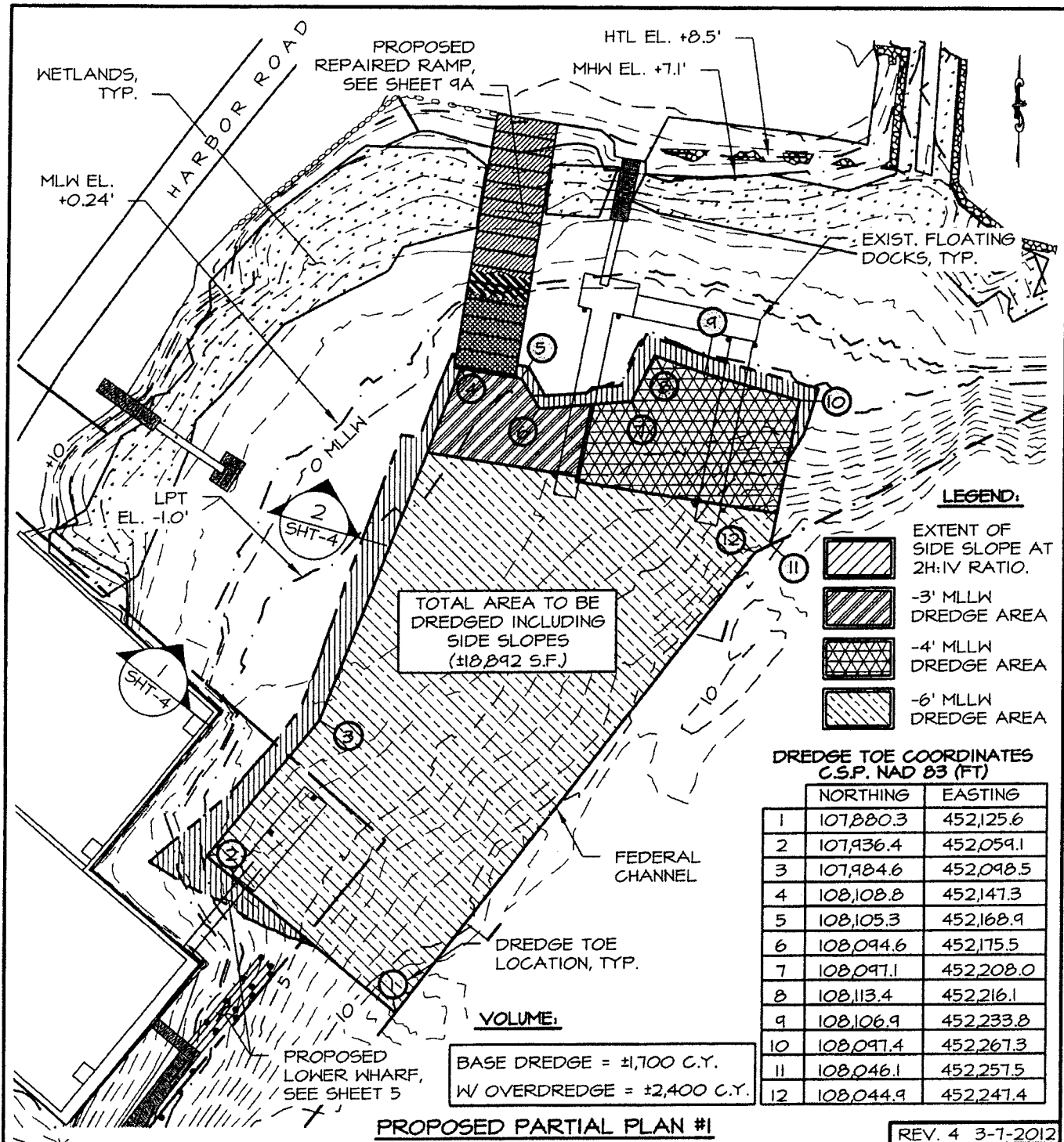
Town of Fairfield  
Harbor Management Commission  
Existing Conditions  
Town Boat Yard--Lower Wharf Dredging Project  
Southport Harbor  
(DEEP Permit No. 200400010-TS)



*Photo 1: View of Town Boat Yard, including public boat ramp, and Lower Wharf in Southport Harbor. (November 18, 2016 aerial photo.)*



*Photo 2: View of public boat ramp at low tide and permitted dredge area. (March 30, 2017 photo.)*



ROBERGE ASSOCIATES  
Coastal Engineers, LLC

2499 Main Street, Unit F, Stratford, CT 06615  
Tel: 203-377-0663 Fax: 203-375-6561 www.racellc.com

Drawn By: MRR

Checked By: JCR

Datum: MLLW

Date: 2-20-08

Scale: 1" = 50'

Project #: 200729

LOWER WHARF & TOWN BOATYARD  
IMPROVEMENT PROJECT  
SOUTHPORT HARBOR

TOWN OF FAIRFIELD  
SULLIVAN INDEPENDENCE HALL  
FAIRFIELD, CT 06824

SHEET 3 OF 9

### Contact Information

City/Town: **Fairfield**

Contact: **James Harman, Chairman, Fairfield Harbor Management Commission**

Date: **April 17, 2017**

Phone Number: **(203) 339-2327**

Email: **j99harman@gmail.com**

Address: **c/o Dept. Of Public Works, Sullivan Independence Hall, 725 Old Post Rd.**

City: **Fairfield**

State: **Connecticut**

ZIP Code **06824**

### Project Information

Location: **SOUTHPORT HARBOR AT THE TOWN BOAT YARD (A PUBLIC FACILITY ALSO KNOWN AS YE YACHT YARD), 985 HARBOR RD., AND FAIRFIELD LOWER WHARF, 1085 HARBOR RD.**

#### Timeline to Implement:

Attach a project schedule or timeline for the requested project.

**(See attachment)**

Is this project permitted? Yes No In process, explain: **YES. APPROVED BY DEEP PERMIT NO. 200400010-TS, EXTENDED TO MAY 2, 2018.**

What type of Marine Related Service is provided by the facility: **THE FACILITY IS A PUBLIC MARINA PROVIDING A BOAT LAUNCHING RAMP FOR TRAILERED AND HAND-CARRIED VESSELS, AND A DOCKING FACILITY FOR DINGHIES AND OTHER SMALL CRAFT USED FOR ACCESS TO HARBOR MOORING LOCATIONS.**

Is the project approved by local authorities? (If no, explain): **YES. PROJECT WAS PLANNED BY THE HARBOR MANAGEMENT COMMISSION. FIRST PHASE (BOAT RAMP RECONSTRUCTION) WAS UNDERTAKEN BY FAIRFIELD DEPARTMENT OF PUBLIC WORKS WITH FUNDS ALLOCATED BY REPRESENTATIVE TOWN MEETING TO HARBOR MANAGEMENT COMMISSION'S CAPITAL ACCOUNT.**

Date of last dredge (month/year): **UNCERTAIN, BUT APPARENTLY LAST DREDGING OF TOWN BOAT YARD AREA WAS IN 1961 IN CONJUNCTION WITH FEDERAL DREDGING OF NEARBY CHANNEL. MOST RECENT FEDERAL DREDGING OF NEARBY NAVIGATION PROJECT OCCURRED IN PERIOD 2004/2005; MOST RECENT TOWN DREDGING IN NEARBY FEDERAL CHANNEL OCCURRED IN 2014-15.**

What is the current stage of the project? (e.g. planning, design, construction, etc.): **PRE-CONSTRUCTION; AWAITING FUNDING**

Is the project within a Federal Navigation Project or anchorage area?

**NO. HOWEVER, PROJECT SITE ADJOINS 9-FT SOUTHPORT ENTRANCE CHANNEL, PART OF SOUTHPORT HARBOR FEDERAL NAVIGATION PROJECT, ONE OF EARLIEST NAVIGATION PROJECTS IN U.S.**

If Yes, explain status of the proposed project with U.S. Army Corps of Engineers:

Narrative Description of the Current Conditions: **(See attachment)**

Attach a description of the proposal (e.g. work plan, budget, site map, etc.) and how it relates to the existing conditions and future vision:  
**(See attachment)**

Attach a statement of the vision for the future and economic development within port or harbor: **(See attachment)**

A brief assessment of what is considered to be the most critical hurdle to overcome in order to realize the vision, and to what extent, if any, state's agencies might be needed to facilitate a coordinated solution:

**MOST CRITICAL HURDLES ARE: 1) FUNDING (NOW BEING SOUGHT THROUGH CT PORT AUTHORITY "SHIPP"); AND 2) THE NEED FOR COORDINATION WITH ANOTHER LONG ISLAND SOUND DREDGING PROJECT THAT WILL PROVIDE REQUIRED "CAP" MATERIAL. STATE AGENCIES CAN ASSIST WITH COORDINATION NEEDED TO SECURE "CAP."**

|  |                                    |
|--|------------------------------------|
| Attach a description of how the proposal will support the state's maritime policies and encourage maritime commerce and industry:<br>(See attachment)  |                                    |
| Project Costs (\$): <b>TOTAL PROJECT COST: \$277,478.20 TOTAL "SHIPP" REQUEST: \$266,000.00 (See attachment)</b>   |                                    |
| Matching Funds: <b>YES</b>   | Amount (\$): <b>\$11,478.20.00</b> |
| <u>Local and Regional Support Actions:</u><br>The applicant shall provide evidence of local commitment to advance harbor improvement goals and approval of your specific proposal.<br>(See attachment)   |                                    |
| <u>Leverages Other Funding:</u><br>Indicate whether the harbor improvement funds will help leverage other past or future proposed public or private funding to provide a larger economic and development impact. (See attachment)  |                                    |
| <u>Economic and Market Viability:</u><br>Describe the economic and market viability of harbor improvement in the proposed project area. Include an assessment of the proposed projects potential to progress as envisioned. Provide a market analysis to the best extent possible. (See attachment)  |                                    |
| Does your town have a Harbor Management Plan? <b>YES. ADOPTED BY FAIRFIELD REPRESENTATIVE TOWN MEETING IN 1995. (See Attachment)</b><br><br>If yes, please attach a copy with your submission and include a narrative that explains how the project supports or is compatible with the Plan, with references to specific sections in the Plan. |                                    |

| References  |  |                             |
|---|--|-----------------------------|
|   |  |                             |
|   |  |                             |
|   |  |                             |
| Signature of Representative: <i>James L. Herman</i> |  | Date: <b>April 17, 2017</b> |

(See Attachment for References)

**Where to Apply:**

Submit applications and questions – in writing only – to:

**Joseph Salvatore**  
**Connecticut Port Authority**  
**505 Hudson Street, 3<sup>rd</sup> Floor**  
**Hartford, CT 06106-7106**

You may also submit questions, or applications in Portable Document File (PDF) format, via electronic mail to: [joseph.salvatore@ct.gov](mailto:joseph.salvatore@ct.gov)



**Milestone Deadlines:**

|   |  |
|---|--|
| <u>Question Submittals</u>                | <u>March 15, 2017</u>                  |
| <u>Deadline for Application Submittal</u> | <u>April 17, 2017 (4:00 p.m.)</u>      |
| <u>CPA Deadline-Rating-Selection</u>      | <u>May 3, 2017 (CPA Board Meeting)</u> |

## **Attachment**

### **Small Harbor Improvement Projects Program Application**

#### **Dredging of the Town Boat Yard Marina Basin and Completion of the Reconstruction of the Boat launching Ramp**

##### **Southport Harbor**

##### **Town of Fairfield, Connecticut**

April 17, 2017

##### **Contact Information**

James Harman, Chairman  
Fairfield Harbor Management Commission  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, CT 06824  
(203) 339-2327  
[j99harman@gmail.com](mailto:j99harman@gmail.com)

#### **PROJECT INFORMATION SUPPLEMENT (See Grant Application Form)**

##### **Timeline to Implement**

The proposed timeline for implementation calls for the dredging project to be undertaken during the 2017-2018 dredging season beginning on October 1, 2017. Completion of the boat ramp reconstruction project will be conducted concurrently.

##### **Narrative Description of the Current Conditions**

The Town Boat Yard at Southport Harbor is one of two Town marina facilities (the other is the South Benson Marina in Ash Creek). Managed by the Fairfield Parks and Recreation Commission, Parks and Recreation Department, and Department of Public Works, the Town Boat Yard provides floating docks, a boat launching ramp, a public landing, and other facilities used by Town residents and the general public for access to the harbor. Floating docks accommodate mostly dinghies, some small run-abouts that are not longer than about 14 feet, and two 18-foot sailboats used by the community sailing program. The public landing is maintained by the Town in accordance with the agreement between the Town and federal government for Congressional authorization of the existing Southport Harbor Federal Navigation Project. The single-lane boat launching ramp is used to launch trailered boats and hand-carried vessels such as kayaks, and is the only launching ramp in the Town that permits the launching of non-motorized vessels, including small sailboats. (There are two launching ramps in the Town. The other ramp is located in the Town's South Benson Marina on Ash Creek and may be used only by motorized vessels.) Also located at the Town Boat Yard, in the historic Ye Yacht Yard building, is an office for the Fairfield Police Department's Marine Patrol and Harbor Master.

Town Boat Yard facilities are used by residents of the Town and non-residents, including: mooring permit holders who use their berthed dinghies to gain access to their moored vessels; participants in the community sailing program operated by the organization Community Sailing

of Fairfield under the auspices of the Parks and Recreation Department; kayakers who store their vessels in racks provided by the Town for that purpose; and other visitors who enjoy views of the harbor and Long Island Sound from the property.

In addition, the boat launching ramp is used by the Fairfield Fire Department for launching its trailered emergency services vessel. This is the only launching ramp providing emergency access to Long Island Sound between Fairfield's South Benson Marina (which is about four miles along the shoreline to the east) and the Town of Westport's Compo Beach Marina about five miles to the west. Outboard-powered vessels that are used to provide safety patrols for junior sailing regattas and other sailing activities emanating from the harbor are also launched from the ramp at the Town Boat Yard. Each junior regatta may involve as many as 300 participating children.

Improvements to the boat launching ramp were largely completed in 2016, but lack of funding has prevented the rest of the permitted project from being completed. Due to insufficient water depth, the ramp and nearby docks are not usable at all stages of the tide.

Please see the attached photos.

**Attach a description of the proposal (e.g. work plan, budget, site map, etc.) and how it relates to the existing conditions and the future vision:**

The goal of this project is to dredge the Town Boat Yard marina basin, thereby providing for increased utility of the boat launching ramp at all stages of the tide cycle and for long-term efficient use of the existing south marina docks. The following cost estimate has been prepared for the Harbor Management Commission by a Professional Engineer based on professional judgement and experience. Completion of the boat ramp reconstruction project will be accomplished by Town DPW personnel; labor and Town equipment costs will be borne by the Town.

A project plan is attached.

Project Cost Estimate

1(a) Completion of Boat Ramp Reconstruction in Conjunction with Dredging:

1. Crane rental .....\$3,500.00
2. One concrete boat ramp plank .....\$7,663.20
3. Gravel for base of one concrete plank .....\$265.00

Subtotal: \$11,428.20

1(b) Dredging:

4. Professional engineering services (including pre- and post-dredge surveys) .....\$12,000.00
5. Dredging (including mobilization and demobilization).....\$254,000.00

Subtotal: \$266,000.00

TOTAL COST FOR PROJECT COMPLETION: \$277,478.20

TOTAL TOWN CONTRIBUTION: \$11,478.20

**TOTAL AMOUNT OF SHIPP GRANT REQUEST: \$266,000.00**

**Attach a statement of the vision for the future and economic development within port or harbor:**

Fairfield's vision for Southport Harbor is established in the Management Plan for Southport Harbor. (see below). With respect to the Town Boat Yard, that vision calls for maintenance and enhancement of the boating access facilities and opportunities in a safe and environmentally sound manner, consistent with the capacity and historic designation of the site and surrounding land areas. In addition, the Town wishes to provide access to the Harbor and Long Island Sound by trailered emergency services vessels during all of the normal tide cycle.

**Add a description of how the proposal will support the state's maritime policies and encourage maritime commerce and industry:**

The proposal will advance the state's coastal management policies, established in the CT Coastal Management Act, that encourage the continuation and enhancement of recreational boating facilities and opportunities for public access to Long Island Sound. (See the Legislative goals and policies in Sec. 22a-92 of the General Statutes.)

### **Local and Regional Support Actions:**

**The applicant shall provide evidence of local commitment to advance harbor improvement goals and approval of your specific proposal.**

The need for this project is outlined as a recommendation in Sec. 6.13b(i) and shown in Fig 6-1a of the Fairfield Harbor Management Plan. Local commitment for the proposed project is demonstrated by the amount of funds already allocated and applied to improvement of the facility, including \$90,626.56 for reconstruction of the boat ramp, not including DPW labor and equipment costs borne by the Town. The project has received all necessary State and local approvals.

### **Leverages Other Funding:**

**Indicate whether the harbor improvement funds will help leverage other past or future proposed public or private funding to provide a larger economic and development impact.**

Substantial funds have been allocated by the Town for maintenance and enhancement of the public boating facilities at the Town Boat Yard, including the reconstruction of the boat launching ramp. To date, the total cost to the Town for boat ramp reconstruction is \$90,626.56, not including DPW labor and equipment costs borne by the Town. Per the attached cost estimate, the Town will pay the remainder of the costs associated with the launching ramp improvements.

### **Economic and Market Viability:**

**Describe the economic and market viability of harbor improvement in the proposed project area. Include an assessment of the proposed projects potential to progress as envisioned. Provide a market analysis to the best extent possible.**

No specific market analysis has been conducted of the economic benefits to be achieved by dredging the Town Boat Yard Marina Basin but the need for maintaining the long-term viability of the south marina docks and optimum use of the boat launching ramps is well recognized by the recreational boating community and the Town's emergency services.

### **Does your town have a Harbor Management Plan?**

The Management Plan for Southport Harbor, approved by the State of Connecticut, was adopted by the Fairfield Representative Town Meeting in 1995.

**If Yes, please attach a copy with your submission and include a narrative that explains how the project supports or is compatible with the Plan, with references to specific sections of the Plan.**

The Harbor Management Plan establishes a number of goals and policies to provide long-term opportunities for public access to the Harbor and to maintain and enhance opportunities for recreational boating. See the policies for support of recreation boating facilities on page 5-8. In addition, the Town Boat Yard Marina Basin is specifically identified as an area to be dredged to improve navigation safety and maintain existing boating uses. (See page 4-6, Fig. 6-1a, and recommendation 13 on page 6-20). Recommendation 4 on pages 6-26 to 6-28 addresses the

provision of access to the Harbor from the Town Boat Yard in some detail. The proposed project is consistent with the goals, policies, and recommendations of the Plan.

**References:**

First Selectman Michael Tetreau  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, CT 06824  
203-256- 3030  
[mtetreau@fairfieldct.org](mailto:mtetreau@fairfieldct.org)

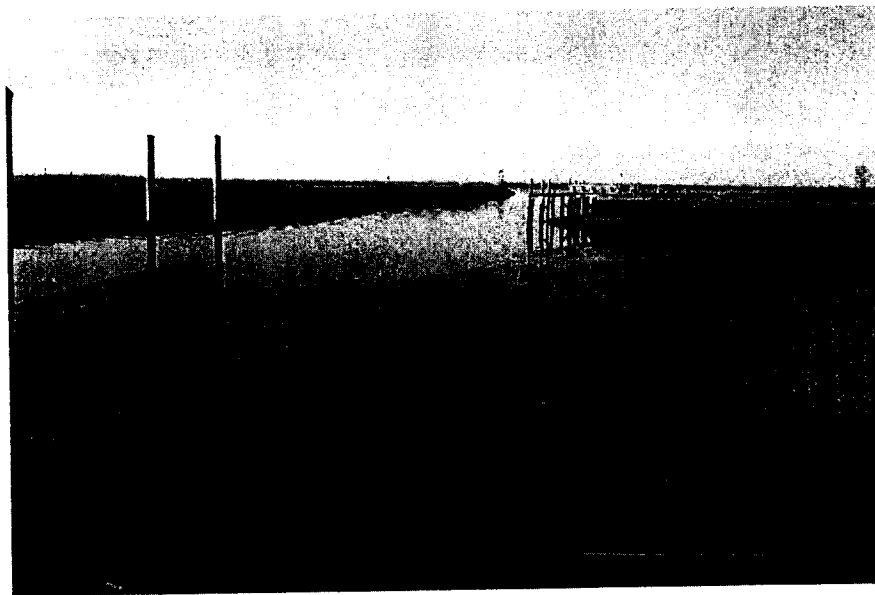
Mr. Joseph Michelangelo  
Director of Public Works  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, CT 06824  
203-256-3010  
[jmichelangelo@fairfieldct.org](mailto:jmichelangelo@fairfieldct.org)

Mr. Brian Carey  
Conservation Director  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, CT 06824  
[bcarey@fairfieldct.org](mailto:bcarey@fairfieldct.org)  
(203) 256-3071

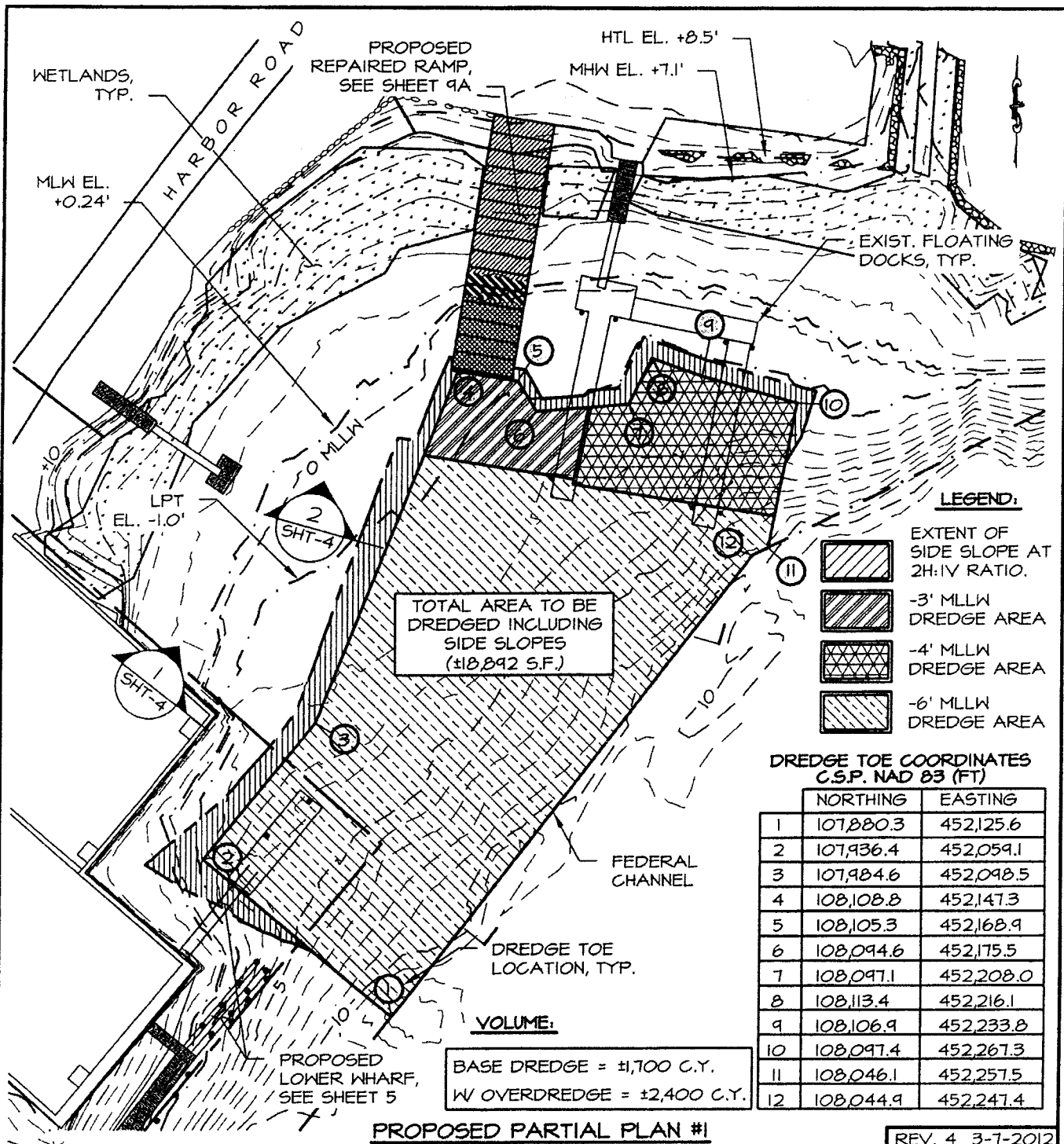
Town of Fairfield  
Harbor Management Commission  
Existing Conditions  
Town Boat Yard--Lower Wharf Dredging Project  
Southport Harbor  
(DEEP Permit No. 200400010-TS)



*Photo 1: View of Town Boat Yard, including public boat ramp, and Lower Wharf in Southport Harbor. (November 18, 2016 aerial photo.)*



*Photo 2: View of public boat ramp at low tide and permitted dredge area. (March 30, 2017 photo.)*



ROBERGE ASSOCIATES  
Coastal Engineers, LLC

2499 Main Street, Unit F, Stratford, CT 06615  
Tel: 203-377-0663 Fax: 203-375-8561 www.racellc.com

Drawn By: MRR

Checked By: JCR

Datum: MLLW

Date: 2-20-08

Scale: 1" = 50'

Project #: 200729

LOWER WHARF & TOWN BOATYARD  
IMPROVEMENT PROJECT  
SOUTHPORT HARBOR

TOWN OF FAIRFIELD  
SULLIVAN INDEPENDENCE HALL  
FAIRFIELD, CT 06824

SHEET 3 OF 9



**ASSISTANCE AGREEMENT BY AND BETWEEN  
THE STATE OF CONNECTICUT  
ACTING BY THE CONNECTICUT PORT AUTHORITY  
AND  
TOWN OF FAIRFIELD**

THIS ASSISTANCE AGREEMENT (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 20\_\_ by and between the STATE OF CONNECTICUT (the “**State**”), acting herein by the CONNECTICUT PORT AUTHORITY with a place of business at 455 Boston Post Road, Suite 204, Old Saybrook, CT 06475 (“**CPA**”), pursuant to the power to administer State grant-in-aid for the SMALL HARBOR IMPROVEMENT PROJECTS Program (“**SHIPP**”) set forth in Sections 13b-55a through 13b-57 of the General Statutes of Connecticut, as amended from time to time, and collectively with all rules and regulations promulgated thereunder, the “**Act**”), and TOWN OF FAIRFIELD, with a place of business at 725 Old Post Road, Fairfield, CT 06824 (the “**Grantee**”), acting herein by [NAME OF MUNICIPAL OFFICIAL], its duly authorized officer.

WITNESSETH THAT:

**WHEREAS**, pursuant to the Act, the CPA, a body politic and corporate and public instrumentality of the State created to coordinate the development of the State’s ports and harbors and to, among other things, coordinate the planning and funding of capital projects promoting the development of the ports and harbors;

**WHEREAS**, the governing body of the Grantee has submitted to the CPA a series of documents, including a SHIPP grant application, [a certified resolution from the Grantee’s applicable organizational body authorizing the Grantee to submit said application,] a work plan, budget, site map and exhibits, if any, and other documents (all, together with this Agreement and all other documents and agreements executed by the Grantee in connection with this Agreement, collectively, the “**Project Documents**”) for a project entitled **Southport Harbor – Boat Launch Reconstruction** (the “**Project**”) and has represented to CPA that it can rely upon the information within the Project Documents as accurate and complete; and

**WHEREAS**, the CPA has determined that funding of the Project is consistent with the Act, and has agreed to provide grant funding to Grantee for the Project upon the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the parties hereby agree as follows:

**ARTICLE I**

**REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE GRANTEE**

The Grantee represents, warrants and covenants to the CPA as follows:

**1.1     Form of Business Entity.** The Grantee is a municipal corporation duly created and validly existing under the laws of the State. Further, the Grantee will preserve and maintain its existence as a municipal corporation duly organized, validly existing, and in good standing under the laws of the State.

**1.2     Authorization to Enter Into and Execute Project Documents.** The execution and delivery of each of the Project Documents and this Agreement by the Grantee, and the performance of its obligations thereunder, are

within its power, have been duly executed and delivered and duly authorized by all necessary action on its part, and are not in contravention of any federal, state, municipal, local, foreign, international or multinational statute, law, ordinance, regulation, rule, guideline, code, order, injunction, permit, license, authorization, judgment, decree, writ, consent, or other requirement or rule of law (collectively, "**Laws**") nor in contravention of its organizational documents or governing bylaws, including its charter if applicable, or of the provisions of any indenture, agreement, or undertaking to which it, its principals or employees are parties or by which they are bound. This Agreement and the Project Documents constitute valid and binding obligations of Grantee, enforceable against Grantee in accordance with their terms.

**1.3 Other Authorization Unnecessary.** No consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by the Grantee of the Project Documents. The Grantee agrees that nothing in this Agreement relieves it from any obligation under any Laws to obtain any such license, consent, or approval.

**1.4 Existing Suit or Other Actions.** There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Grantee's knowledge, threatened against or affecting it, which may adversely affect the Project, any of the transactions contemplated by the Project Documents, the validity of the Project Documents, or the Grantee's ability to discharge its obligations under the Project Documents.

**1.5 Default of Existing Orders or Instruments.** The Grantee is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which may adversely affect the Project, or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or the Grantee's ability to discharge its obligations under the Project Documents.

**1.6 Event of Default.** No Event of Default (as defined in Article VI hereof) has occurred or is continuing, and the Grantee has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Event of Default.

**1.7 Financial Condition.** There has been no material adverse change in the financial condition of the Grantee since the date of application for the Funding that has not been previously disclosed in writing to the CPA. Grantee has disclosed to CPA all material information relating to the Grantee and the Project Documents.

## ARTICLE II

### FUNDING

**2.1 Funding.** The CPA hereby agrees, subject to the terms of the Act and this Agreement, to provide financial assistance in the form a grant to Grantee for the Project in an amount of up to Two Hundred Sixty-Six Thousand Dollars (\$266,000.00) (the "**Funding**"), to be used only for the direct costs as set forth in the Budget (hereinafter defined). Any amount in excess of the Funding that may be necessary to cover the Project costs set forth in the approved budget shall be the sole responsibility of Grantee.

**2.2 Proposal.** The following documents are incorporated in this Agreement by reference, and Grantee agrees to the terms and conditions thereof and to the extent any conflict exists or arises between or among the Act and any of such incorporated documents, the following order of precedence shall govern: (i) the Act, (ii) the General Grant Conditions (defined in Section 2.2(b) below), (iii) this Agreement (other than the incorporated documents), (iv) the SHIPP policies and Procedures of the CPA (which may be obtained from the CPA's website or by contacting the CPA directly), and (v) the grant application documents, including any instructions relating thereto and notifications to Grantee thereunder (the "**Proposal**").

(a) Attached hereto as Exhibit A is the Proposal completed by the Grantee and delivered to the CPA by Grantee, along with the budget as approved by the CPA (the "**Budget**"). Grantee hereby certifies, subject to the penalty for false statements under Section 53a-157b of the General Statutes of Connecticut, as amended, that all of the information provided by Grantee in the Proposal, to the best of its knowledge, is true, accurate and complete in all material respects as of the submission date of the Proposal and as of the date of this Agreement.

(b) Attached hereto as Exhibit B are the General Grant Conditions applicable to the award, execution and performance of this Agreement (the "**Grant Conditions**"). For purposes of this Agreement, references in Exhibit B to the "State" shall mean and include the CPA and the State of Connecticut, as applicable; references to the "Contract" or "contract" shall mean and include this Agreement and the other incorporated documents; and references to the "Contractor" or "contractor" shall mean Grantee.

**2.3 Unauthorized Expenditures.** The Funding is to be used solely to reimburse or otherwise finance those expenditures made by Grantee in accordance with the approved Budget and which do not include Unauthorized Expenditures (as defined below). Any unspent Funding shall become immediately due and payable by the Grantee to the CPA within ninety (90) days of substantial completion of the Project or July 1, 2019, whichever is earlier, unless directed otherwise, in writing, by the CPA. As used herein, "**Unauthorized Expenditures**" shall mean any of the following:

- (a) Any costs/expenses not related to the Project;
- (b) Any costs/expenses excluded pursuant to the Proposal (except as otherwise provided in an amendment to this Agreement in accordance with Section 9.7 hereof); and/or
- (c) Any other costs/expenses listed on Exhibit C attached hereto.

### ARTICLE III

#### PAYMENTS

**3.1 Funding Payments.** The CPA shall make Funding payments by check or wire transfer to Grantee as follows:

(a) Funding in the total amount of Two Hundred Sixty-Six Thousand and 00/100 Dollars (\$266,000.00) shall be paid in one lump sum amount to Grantee upon within sixty (60) days of the] execution of this Agreement by Grantee and the CPA on such date and in such manner as agreed to by Grantee and the CPA or as otherwise determined by the CPA in its sole and absolute discretion.

(b) Notwithstanding the foregoing: (i) Grantee shall not be entitled to, and the CPA shall not be obligated to deliver the Funding unless and until (A) all conditions precedent to the grant have been satisfied including without limitations, the Grant Conditions, (B) the CPA has completed any necessary review or examination relating to the Project deemed necessary or appropriate by the CPA in its sole and absolute discretion, and (C) any and all reports, documents and other deliverables due to the CPA have been completed in full, executed as applicable, and delivered by Grantee to CPA and reviewed and accepted by the CPA; and the Funding shall be delayed until such time as all such conditions set forth in the foregoing clauses (A), (B) and (C) are met; and (ii) no Event of Default exists or is continuing, and no event or condition exists and is continuing which, with due notice or lapse of time or both, would constitute an Event of Default.

## ARTICLE IV

### BUDGET AND PROJECT REVISIONS

4.1 Budget and Project Revisions. Grantee shall not make material revisions to the Budget and/or Project without the prior written approval from the CPA, such approval to be given in the CPA's sole and absolute discretion. Material revisions to the Budget and/or the Project include without limitation: (i) a transfer of responsibility for a material portion of the Project; (ii) a material change in objective or scope of the Project; (iii) a material reallocation of any portion of any costs/expenses line item in the approved Budget; and (iv) any material reductions in the funding provided to the Project by any funding sources other than the CPA, if the CPA approved any Budget and/or Proposal that included such other funding sources as an element thereof. Approval by the CPA of any revised Budget shall not constitute or imply a revision of the amount of the Funding.

## ARTICLE V

### RECORDS AND INSPECTION

5.1 Records. The Grantee shall maintain records in a complete, businesslike manner, including without limitation full, accurate, complete and current minutes and records of the Project in compliance with all Laws or as otherwise reasonably required by the CPA. The Grantee shall furnish to the CPA or its designee, at such times as the CPA shall determine, any document, data, and information relating to the Project in possession of the Grantee which is requested by the CPA. The CPA or its designee, shall, for the purpose of determining the proper disposition of the Funding, have the right at any time during normal business hours to inspect the minutes, records, books, files, documents, payrolls, employment contracts and conditions, contracts, and any other papers or electronic records of the Grantee, or to make inspection of any physical location of the Grantee. The Grantee shall aid and cooperate with any and all such inspections.

5.2 Inspections and Audits. If any such inspections or audits reveal the use of the Funding for any Unauthorized Expenditures, in addition to all other rights and remedies of the CPA, Grantee shall immediately reimburse the CPA for any such portion of the Funding used for Unauthorized Expenditures unless directed otherwise in writing by the CPA. These inspection rights hereunder and the audit rights set forth on Exhibit B hereto, of the CPA shall continue during and after the completion of the Project for a period of three (3) years (or such longer period as required by Laws applicable to the CPA), and shall be in addition to any audit and inspection rights of the CPA granted under any other provision of Laws or specifically set forth in any of the Project Documents. In accordance with Conn. Gen. Stat. § 7-396a, the Connecticut Auditors of Public Accounts shall have access to all records and accounts of Grantee for the fiscal year(s) in which Funding is provided.

## ARTICLE VI

### DEFAULT

6.1 Events of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an "**Event of Default**"):

(a) Breach of Agreement. Any failure by Grantee to perform any, covenant, agreement, act, duty, obligation or other agreement contained herein or in any other Project Document or any failure to forebear from any unpermitted act, or if the Grantee abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent;

(b) Misrepresentation. Any breach of any representation or warranty made by the Grantee or caused to be made for the Grantee in any of the Project Documents;

(c) Receivership or Bankruptcy. If the Grantee shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Grantee for the purpose of effecting any of the foregoing;

(d) Lack of Adequate Security. If the CPA, at any time and acting in a commercially reasonable manner, deems itself to be insecure. For the purposes of this Agreement, the CPA shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the Project, including, but not limited to, the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Project;

(e) Violation of Terms in Other Project Documents. The occurrence of an Event of Default or breach by Grantee of any of the terms or provisions under this Agreement or any of the Project Documents; and

(f) Violation of Laws. The Grantee's failure to comply with all applicable Laws in the administration of this Agreement and the failure of Grantee to perform any covenant or agreement of Grantee in the Project Documents.

**6.2** Notice of Default. If the Grantee defaults or shall commit or allow any breach of the Grantee's covenants, agreements and other obligations under this Agreement, material or otherwise, including, without limitation, an Event of Default, hereunder, the CPA shall notify the Grantee of the default in writing ("Notice of Default") in accordance with Section 9.10 hereof.

**6.3** Opportunity to Cure. Upon the occurrence of an Event of Default, the CPA may, in its sole and absolute discretion, provide the Grantee thirty (30) days after the Notice of Default, or such longer period of time as the CPA determines and sets forth in writing, to cure or remedy the default or breach. Said cure or remedy shall not be effective unless accepted, in writing, by the CPA in the CPA's sole and absolute discretion.

## ARTICLE VII

### REMEDIES

**7.1** Remedies. Upon the occurrence of an Event of Default, the CPA, shall have, to the full extent permitted by applicable Laws, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(a) To suspend all further payments to the Grantee until such Event of Default is cured to the sole and absolute satisfaction of the CPA;

(b) To enforce the performance or observance of any obligations, agreements, or covenants of the Grantee in this Agreement or any of the Project Documents;

(c) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Event of

Default, the Grantee hereby agrees to repay immediately to the CPA the entire amount of the Funding received, and liquidated damages equal to five percent (5%) of the total amount of the Funding received;

(d) The right to a writ of mandamus, injunction or similar relief against the Grantee due to such Event of Default or breach;

(e) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any Event of Default; and

(f) The Grantee agrees that all expenditures incurred by the CPA under the Project Documents are other than principal, and the principal of this Agreement after maturity or acceleration or upon an event of default or after a judgment hereon, shall bear interest at the rate of fifteen percent (15%) per annum, or such maximum rate as permitted by Laws, from the date of demand, acceleration, default or judgment as applicable.

7.2 The CPA may collect costs and expenses including without limitation reasonable attorney fees associated with collection efforts relating to this Agreement.

## ARTICLE VIII

### INDEMNIFICATION

8.1 Indemnity by Grantee. Grantee agrees, to the extent allowed by applicable Laws, to indemnify each of the CPA and the State (and any agency, quasi-public agency and department thereof) and their respective officers, officials, directors, employees, agents and affiliates (collectively, the "Indemnified Parties") against, and defend and hold each of them harmless from any liability, claim, complaint, demand, cause of action, audit, investigation, hearing, action, suit or other proceeding asserted or initiated or otherwise existing in respect of any matter, obligation, loss, cost, damage, penalty, fine or expense (including attorneys' fees) resulting from, relating to or constituting:

(a) the performance by the Grantee of the Project;

(b) any breach by Grantee of the terms and provisions of this Agreement or the other Project Documents;

(c) any accidents, injuries (including death), or damage of any kind which are caused, or claimed to be caused, by the Grantee with respect to the Project;

(d) the failure to perform any covenant or agreement of Grantee contained in this Agreement or any of the other Project Documents and all other related agreements, instruments and/or certificates executed by the Grantee in connection with the Funding;

(e) all violations by Grantee of any Laws or any failure by Grantee to comply with any Laws or requirements of insurance policies;

(f) any infringement of patents or other intellectual property rights, or the improper use of other proprietary or intellectual property rights, which may occur in connection with the Project;

(g) any hazardous substances created, generated, released or disposed of in connection with the Project; and

(h) Any other matter related to any acts or omissions of Grantee with respect to the Project or the Project Documents.

**8.2 Survival.** The rights and obligations of the parties hereto pursuant to this Agreement shall survive the termination of this Agreement for the applicable statute of limitations.

**8.3 Cooperation.** Each of the Grantee and the CPA agrees to reasonably cooperate and to cause their respective employees and agents to reasonably cooperate with the other in the defense of any indemnified claim.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

**9.1 Waiver.** No waiver by CPA with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affected in any way any rights arising by virtue of any prior or subsequent such occurrence.

**9.2 Severance.** If any court shall hold a provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected.

**9.3 Counterparts.** This Agreement may be executed in multiple counterparts (including those delivered by facsimile or other electronic means), each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**9.4 Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State, without regard to any choice or conflict of law provisions or rule that would require the application of laws of this State or any other state.

**9.5 Venue.** EACH PARTY HEREBY CONSENTS TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (a) ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT; (b) ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; (c) THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE RELATING TO THIS AGREEMENT AND (d) AGREES NOT TO BRING ANY SUCH ACTION OR PROCEEDING IN ANY OTHER COURT.

**9.6 Agreement.** This Agreement, the Proposal (including without limitation the Budget), the General Grant Conditions, and any document, certificate, report or agreement furnished or executed in connection herewith or therewith (and any supplement/amendment hereto or thereto), together with the exhibits and schedules hereto and thereto, embody the entire agreement and understanding among the parties, and supersede all prior oral or written agreements and understandings relating to the subject matter hereof.

**9.7 Modification.** This Agreement may not be changed, modified or discharged orally, nor may any waivers or consents be given orally hereunder, and every such change, modification, discharge, waiver or consent shall be in writing and signed by the party against which enforcement thereof is sought. No such waiver, modification or amendment shall extend to or affect any obligation not expressly waived, modified or amended.

**9.8 Assignment.** This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by the Grantee without the prior written consent of the CPA, which consent may be withheld in the CPA's sole and absolute discretion. Any assignment made without the written consent of the CPA shall be null and void. The State (and each agency, quasi-public agency and department thereof) shall be third party beneficiaries of this Agreement with the rights attendant thereto (including the right of enforcement and pursuit of remedies). The CPA may assign its rights and obligations at its sole discretion, including, without limitation, to: (a) any governmental or quasi-governmental agency of the State, governmental unit of the State or one or more statutorily created entity of the State; (b) (1) any corporation, limited liability company, partnership or other entity controlled by the CPA or (ii) any other person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the CPA created for the purpose of managing and/or making investments in, and/or awarding grants or extending loans (c) any successor or replacement agency of the State (or other entity) for the CPA.

**9.9 Gender, Number, and Captions.** Under this Agreement, unless a clear intention appears otherwise: (a) the singular number includes the plural number and vice versa; (b) reference to any gender includes each other gender; (c) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (d) reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; (e) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section or other provision hereof; (f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (g) "or" is used in the inclusive sense of "and/or"; (h) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; (i) references to "person" or "persons" means an individual, corporation, limited liability company, partnership, trust, joint venture or other legal entity; (j) article and section headings herein are for convenience only and shall not affect the construction hereof; and (k) section references shall be deemed to refer to all subsections thereof, unless otherwise expressly indicated.

**9.10 Notice.** All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (i) on the date of service if delivered personally; (ii) at the time of receipt of confirmation by the transmitting party if by facsimile transmission; or (iii) on the day after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this Section:

If to Grantee, to:

Town of Fairfield  
725 Old Post Road  
Fairfield, Connecticut 06824  
ATTN: [NAME/TITLE OF MUNICIPAL OFFICIAL]

With a copy to:

[\_\_\_\_\_]
[ADDRESS]
[ADDRESS]
ATTN: [\_\_\_\_\_]
Email: [\_\_\_\_\_]



If to Connecticut Port Authority, to:

Connecticut Port Authority  
455 Boston Post Road, Suite 204  
Old Saybrook, CT 06475  
ATTN: Joseph Salvatore  
Email: joseph.salvatore@ct.gov

*With a copy to:*

Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103  
ATTN: Glenn A. Santoro, Esq.

Any party may change its address or other contact information for notice by giving notice to each other party in accordance with the terms of this Section.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the date first set forth above.

**TOWN OF FAIRFIELD**

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

**CONNECTICUT PORT AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Evan Matthews  
Title: Executive Director

## **EXHIBIT B**

### **CONNECTICUT PORT AUTHORITY SMALL HARBOR IMPROVEMENT PROJECTS PROGRAM 455 BOSTON POST ROAD, SUITE 204 OLD SAYBROOK, CT 06475**

#### **GENERAL GRANT CONDITIONS**

##### **SECTION 1: Use of Grant Funds.**

The Grantee agrees to expend the grant funds (the "Grant") awarded pursuant to the Agreement for allowable purposes only and to comply with all of the terms and conditions of the Grant and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Connecticut Port Authority (CPA), be obligated prior to the starting date or subsequent to the end date of the Grant period.

##### **SECTION 2: Fiscal Control.**

The Grantee shall maintain accounting records and establish policies and provide procedures to insure sound fiscal control, effective management, and efficient use of Grant funds. The Grantee shall establish fiscal control and accounting procedures to insure proper disbursement of, and accounting for, Grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to Grant activities are made for allowable purposes only.

##### **SECTION 3: Retention of Records and Records Accessibility.**

3.1 All services performed by Grantee shall be subject to the inspection and approval of CPA at all times, and Grantee shall furnish all information concerning the services. CPA or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or sub-grantees pertaining to work performed under the Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. CPA or its representatives shall give the Grantee or its subcontractors or sub-grantees at least twenty-four (24) hours' notice of such intended examination. At CPA's request, the Grantee or subcontractors or sub-grantees shall provide CPA with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or sub-grantee which pertains to CPA's business under the Agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under the Agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by CPA or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with Grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or sub-grantee under the Agreement shall retain and maintain accurate records and documents relating to performance of services under the Agreement for a minimum of three (3) years from the expiration of the subcontract or sub-grant and shall make them available for inspection and audit by CPA or its representative. The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee providing services under the Agreement.

##### **SECTION 4: Insurance.**

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" CPA and the State of Connecticut (the "State") from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with CPA prior to the award of funding.

**SECTION 5: Conflict of Interest.**

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or sub-grant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or sub-grant or when the individual employee is related to any of the foregoing persons.

**SECTION 6: Reports.**

The Grantee shall submit such reports as CPA shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and sub-grantee packets and budgets. Cash requests may be withheld by CPA until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

Funding of this project in no way obligates CPA to fund the project in excess of the Grant funds awarded, beyond the period of this grant, or in future years.

**SECTION 8: Revised Budget.**

If the Grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the Grant application budget, the Grantee agrees to submit to CPA a revised budget and budget narrative equal to and in the same distribution as the Grant awarded not later than thirty (30) days after signing of the grant. Cash requests shall be withheld until the revision is received and approved by the CPA in the CPA's sole and absolute discretion.

**SECTION 9: Audits.**

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to CPA two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this Grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, §§ 4-230 through 4-236, as amended, of the General Statutes of Connecticut (the "General Statutes"), the Grantee is required to submit a State Single Audit Report to CPA. General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from CPA for this Grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with CPA no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

## **SECTION 10: Unexpended Funds and/or Disallowed Costs.**

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to CPA no later than sixty (60) days following closeout of the grant.

## **SECTION 11: Nondiscrimination and Affirmative Action.**

11.1 The Grantee agrees to comply with each provision of General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to General Statutes §§ 46a-56, 46a-68e, 46a-68f, and 46a-86, related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.

11.2 In accordance with General Statutes § 4a-60(a)(1), the Grantee agrees and warrants that in the performance of the Grant such Grantee shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State.

11.3 In accordance with General Statutes § 4a-60(a)(1), the Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.4 In accordance with General Statutes § 4a-60(a)(2), the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

11.5 In accordance with General Statutes § 4a-60a(a)(1), the Grantee agrees and warrants that in the performance of the Grant such Grantee shall not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State, and that employees are treated when employed without regard to their sexual orientation.

11.6 In accordance with General Statutes §§ 4a-60(a)(3) and 4a-60a(a)(2), the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.7 In accordance with General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and General Statutes § 46a-56.

11.8 In accordance with General Statutes § 4a-60(b), if the Grant is a public works contract, the Grantee agrees and warrants that the Grantee shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with General Statutes § 4a-60(e).

11.9 In accordance with §§ 4a-60(h) and 4a-60a(c), the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor

or vendor as a result of such direction by the CHRO regarding a state contract, the Grantee may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.10 For the purposes of this entire Nondiscrimination section, "Grant" includes any extension or modification of the Grant, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the State, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the State, including, but not limited to municipalities, (2) a quasi-public agency, as defined in General Statutes § 1-120, (3) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, state or government described in subdivision (1), (2), (3), (4) or (5) of this subsection.

#### **SECTION 12: Executive Orders.**

12.1 The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. The Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to the Agreement.

12.2 The Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. The Agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to the Agreement.

12.3 The Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. The Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

#### **SECTION 13: Americans with Disabilities Act.**

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the Grant period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, shall render the Grant voidable at the option of CPA upon notice to the Grantee. The Grantee warrants that it shall hold CPA or the State harmless from any liability, which may be imposed upon CPA and the State as a result of any failure of the Grantee to be in compliance with this Act.

#### **SECTION 14: Independent Contractor.**

The Grantee shall act as an independent contractor in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee shall notify CPA of the contractor's identity.

**SECTION 15: Federal Compliance and Assurances.**

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its sub-grantees shall comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

**SECTION 16: Non-Supplanting.**

16.1 If the Grantee receives any federal funds in this Grant as identified on the Notice of Grant Award, the Grantee agrees that these Grant funds shall be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and shall in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the Grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state Grant funds. CPA may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

**SECTION 17: Additional Federal Conditions.**

If the Grantee receives any federal funds in this Grant as identified on the Notice of Grant Award, the Grantee agrees to comply with any additional federal conditions which have been issued by the federal grantor agency to the State and hereby made a part of this Grant.

**SECTION 18: Indemnification.**

The Grantee, hereby, agrees to indemnify, defend and save harmless the State, including, but not limited to, CPA, their respective officers, employees and agents for any breach of the Agreement.

**SECTION 19: Large State Contracts.**

Pursuant to General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update as prescribed by General Statutes § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

**SECTION 20: State Contracting Standards Board.**

Pursuant to Connecticut General Statute §4e-7 the Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for CPA's consideration and final CPA determination, termination of this Grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the General Statutes) or General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

**SECTION 21: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.**

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with Grant funds awarded pursuant to the Agreement, shall adhere to the requirements of General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with General Statutes § 4a-60g(a)(14), and "Quasi Public Agency Project" is defined in accordance with General Statutes § 4a-60g(a)(15).

#### **SECTION 22: Whistleblower Protection.**

The Agreement is subject to the provisions of Section 4-61dd of the General Statutes. In accordance with therewith, if an officer, employee or appointing authority of the contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The CPA may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in such statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

#### **SECTION 23: Campaign Contribution and Solicitation Prohibitions.**

For all State contracts as defined in § 9-612 of the General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and shall inform its principals of the contents of the notice. See Attachment A.

#### **SECTION 24: Nondiscrimination Certification.**

Pursuant to General Statutes §§ 4a-60 and 4a-60a every Grantee is required to provide the State with a nondiscrimination certificate for all State contracts regardless of type, term, cost or value. Notwithstanding the foregoing, the types of Grantees listed in section 11.10 are not required to file a nondiscrimination certificate. The appropriate form must be submitted to the awarding agency (as defined by General Statutes §4a-60g) prior to contract execution. Copies of "nondiscrimination certification" forms that shall satisfy the statutory requirements may be found on the Office of Policy and Management's (OPM) website. The applicable certification form must be signed by an authorized signatory of the Grantee.

#### **SECTION 25: Additional Restrictions on Use of Federal Funds.**

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

#### **SECTION 26: Iran Certification.**

Effective October 1, 2013, OPM Iran Certification Form 7 must be submitted for any large state contract, as defined in § 4-250 of the General Statutes. OPM Iran Certification Form 7 must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

#### **SECTION 27: Forum and Choice of Law.**

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State. The Grantee waives any objection which it may now have or shall have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.



**SECTION 28: Special Grant Conditions.**

The Grantee agrees to comply with the Special Grant Conditions, if any, issued in connection with this specific Grant, and which are hereby made a part of this award.

## ATTACHMENT A

### **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of General Statutes of Connecticut Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

#### **Campaign Contribution and Solicitation Limitations**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### **Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

#### **Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties:** Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties:** Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### **Contract Consequences**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

### **Definitions:**

**"State contractor"** means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

**"Prospective state contractor"** means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

**"Principal of a state contractor or prospective state contractor"** means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

**"State contract"** means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any

goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

**"State contract solicitation"** means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

**"Managerial or discretionary responsibilities with respect to a state contract"** means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

**"Dependent child"** means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

**"Solicit"** means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**"Subcontractor"** means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. **"Subcontractor"** does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

**"Principal of a subcontractor"** means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**STATE OF CONNECTICUT**

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

**Respondent Name:** \_\_\_\_\_

**INSTRUCTIONS:**

**CHECK ONE:** ☐ Initial Certification.  
☐ Amendment or renewal.

**A. Who must complete and submit this form.** Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

**Check applicable box:**

- ☐ Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- ☐ Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

**B. Additional definitions.**

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

**C. Certification requirements.**

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- ☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- ☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
**Printed Respondent Name**

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

**Subscribed and acknowledged before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

\_\_\_\_\_  
**My Commission Expires**



GRANT APPLICATION Process for grants \$10,000+

Town of Fairfield CT / Finance Dept.

14 Point Document / Information and Justification

1. Background:

The Fairfield Human Services department applied on March 24, 2017 for the CT Dept. of Transportation subsidy "Traditional 5310 Capital senior bus grant". The senior center has offered transportation services to Fairfield residents age 60 years and older and individuals with disabilities. Services for seniors include local medical appointments, weekly grocery shopping, library, senior center events/lunch, Social Service appointments and occasional special trips (holiday lights, Captain's Cove, Fairfield University events). In the past the Dept. of Public Works has applied for state subsidy grants.

2. Purpose And Justification:

There is a "Senior Center 5 Year Bus Replacement Plan" that guides the department in requesting transit funds. The senior center fleet of 5 buses has a 2005 Ford bus with 103,500 mileage, with increasing and costly repairs. Three buses are on the road each day, except on Tuesdays and Thursdays when a fourth bus is added for seniors to local grocery shop. The fifth bus (2005) is on reserve due to scheduled maintenance and repairs of existing fleet.

The senior center bus transit service serves 200+ Fairfield senior passengers with "curb to curb" service with 15,000+ rides each year. There is a modest collection fee that seniors pay \$5 for a ten trip ticket. This daily (M-F, 9 AM to 3 PM) bus service helps supplement other transportation resources that seniors use for their needs, such as family, friends, neighbors and the Greater Bridgeport Transit grant, "Dial A Ride", that provides evening and weekend service.

3. Detailed Description of Proposal:

A 12 passenger bus with wheelchair lift access is requested by the senior center for Fairfield senior transit needs. The existing fleet is used heavily and replacement is needed to prevent costly repairs, as maintained by the Dept. of Public Works Garage Mechanics. A federal subsidy of \$48,000 is requested to be matched using the senior center donations of \$15,000 to purchase the bus for approximately \$60,000. If the timeline of "Agreement with Signature" and purchase process is followed, it is hoped that a new bus will be ready for senior use next fall 2018.

4. Reliability of Estimated Cost: Prior purchases were used as a guide to estimate current grant request. The Matthews Buses Commercial was used in the past and their 12 passenger bus with a handicapped lift served as the basis of estimating cost.

5. Efficiency & Productivity: The use of a replacement bus may prolong and extend the use of the existing fleet for senior transportation.
6. Additional Long Range costs: none expected at this time.
7. Additional Use or Demand on Existing Facilities: There will not be additional burdens placed on facilities, labor, utilities, etc. as a result of this grant request. Hopefully, due to the newness of the vehicle there will be fewer burdens on existing resources.
8. Alternates to this request: The alternative of not applying for this subsidy grant and doing nothing is that seniors will not have the transportation services and/or there will be an increase in repairs. Also, the state transportation "Dial A Ride" grant was decreased this past year from \$57,000 (2016-17) to \$21,000 (2017-18). This may mean that Fairfield seniors will have fewer opportunities to travel available during the evening and weekend hours not covered by the senior center transit service.
9. Safety and Loss Control: Conditions remain the same or better for seniors and staff (bus drivers) using the new senior handicapped accessible bus.
10. Environmental Considerations: There are no environmental impacts from the proposed expenditure.
11. Insurance: Consult with Risk Management is pending regarding any change in insurance costs.
12. Financing: This grant request of \$48,000 will subsidize the major cost of the new bus (\$60,000). The match funding of \$15,000 is available from the "Donations -Senior Center" account (L-010-2807/Object #:27930).
13. Other Considerations: There are no other reasons for the request not already described.
14. Other Approvals:

Board of Selectmen- December 20, 2017 agenda

Board of Finance- January 2, 2018

RTM- January 29, 2018

T. Giegengack 121317



**AGREEMENT  
BETWEEN THE STATE OF CONNECTICUT  
AND  
TOWN OF FAIRFIELD  
FOR A CASH GRANT TOWARD THE  
PURCHASE OF WHEELCHAIR-ACCESSIBLE MOTOR VEHICLE(S)  
FOR  
ELDERLY AND/OR DISABLED PERSONS TRANSPORTATION PROGRAMS**

**THIS AGREEMENT**, concluded at Newington, Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Richard W. Andreski, Bureau Chief, duly authorized, hereinafter referred to as the "State", and Town of Fairfield, a private nonprofit corporation or eligible public body federally approved pursuant to Section 5310 of the Federal Transit Act, as amended, having its principal place of business at 100 Mona Terrace, Fairfield, CT 06824, acting herein by Robert Mayer, Chief Financial Officer, hereunto duly authorized, hereinafter referred to as the "Second Party", collectively the "Parties".

**WITNESSETH, THAT:**

**WHEREAS**, Section 5310 of the Federal Transit Act, as amended, 49 U.S.C. 5310, authorizes the formula assistance program for Enhanced Mobility of Seniors and Individuals with Disabilities Program and provides formula funding to States and designated recipients to improve mobility for seniors and individuals with disabilities; and

**WHEREAS**, the Federal Transit Administration (hereinafter referred to as "FTA") has designated the State as a grant recipient for capital grants under FTA Section 5310 of the Federal Transit Act, as amended; and

**WHEREAS**, the Governor of the State of Connecticut, in accordance with a request by the FTA, has designated the Commissioner of the Department of Transportation to evaluate and select projects proposed by eligible public bodies and private nonprofit organizations and to coordinate the grant applications; and

**WHEREAS**, the Second Party shall adhere to the guidelines outlined in the Grant Application, filed with and approved by the State, such Grant Application is hereto and hereby made a part of this Agreement and incorporated by reference herein; and

**WHEREAS**, the State and the Second Party desire to secure and utilize federal grant funds for the transportation needs of the elderly and/or disabled citizens of the State of Connecticut; and

**WHEREAS**, the State, pursuant to Subsection (a) of Section 13b-34 of the Connecticut General Statutes, as revised, is authorized to enter into an Agreement with the Second Party providing for the distribution of Federal and State funds (if available) to enable the Second Party to purchase equipment solely for the hereinabove stated

purpose, and in connection therewith, the Commissioner of Transportation, has made an Express Finding as required by Section 13b-35 of the General Statutes of Connecticut, as revised.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**DEFINITIONS:**

The following definitions shall apply to this Agreement:

The term "Claim or Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Second Party Parties" as used herein is defined as a Second Party's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Second Party is in privity of oral or written contract and the Second Party intends for such other person or entity to perform under the Agreement in any capacity.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Second Party in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein is defined as State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

**1. Agreement of the Parties:** The purpose of this Agreement is to provide for the undertaking of transportation services for the elderly and/or disabled individuals by the Second Party or a contractor thereof (hereinafter referred to as the "Project"), as described in the Second Party's Grant Application, which is incorporated herein by reference, and to state the terms, conditions and mutual understanding of the Parties as to the manner in which the Project will be undertaken and continued.

**2. Term of Agreement:** This Agreement shall commence January 1, 2018 and extend through December 31, 2024, unless previously terminated in accordance with any other provision of this Agreement. The State reserves the right to continue this Agreement in full force and effect for a maximum period of one (1) year beyond the expiration date upon written notice to the Second Party.

The parties agree that if the Second Party requests any changes pertaining to the total amount specified in **Article 5** of this Agreement, the requested change(s) shall be

submitted in writing to the State for its prior approval and the Parties shall execute a supplemental agreement to make the change(s).

**3. State Requirements:** The Second Party agrees to comply with all applicable State Requirements, referred to in Appendix "A", attached hereto and hereby made a part of this Agreement.

**4. Federal Requirements:** The Second Party agrees to comply with all applicable Federal Requirements, referred to in Appendix "B", attached hereto and hereby made a part of this Agreement.

**5. Scope of Project:** The Second Party hereby agrees to accept, subject to all herein- contained terms and conditions, a Cash Grant not to exceed the amount of Forty-eight Thousand Dollars (\$48,000), as determined by the Program Guidelines described in the Application, hereinafter referred to as the "Grant", to be used exclusively to purchase one (1) wheelchair accessible motor vehicle(s), including certain specialized accessories and related equipment, hereinafter referred to as the "Project Equipment". In consideration thereof, the Second Party agrees to undertake and implement the Project in the manner described in the Application and attested to in the Acceptance Certification, both herewith incorporated by reference, filed with and approved by the State, and in accordance with the terms and conditions of this Agreement.

The Second Party shall undertake and implement the Project pursuant to the terms of this Agreement for the duration of the useful life of the Project Equipment with all practical dispatch, in a sound, economical, and efficient manner. "Useful life" in regards to vans shall mean four (4) years of project operation or 100,000 miles; in regards to small buses, five (5) years of project operation or 150,000 miles.

**6. Purchase of Project Equipment:** The purchase of all Project Equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Second Party, and shall be purchased in accordance with applicable State laws and the standards set forth in the Office of Management and Budget (OMB) Circular A-102, incorporated herein by reference.

The Second Party shall have ninety (90) calendar days from the date of receipt of a fully executed Agreement to forward to the State a written confirmation that the bid process for the purchase of Project Equipment has been initiated, either individually or through a local transit district. The Second Party shall utilize the Procurement Procedures set forth in Attachment 1 of this Agreement if (a) the Second Party is a private nonprofit organization, or (b) the Second Party is an eligible public body federally approved pursuant to Section 5310 of the Federal Transit Act and the purchase price is One Hundred Thousand Dollars (\$100,000) or less.

In the event the Second Party opts to utilize an existing motor vehicle as a trade-in, the trade-in allowance, as determined by the vendor, should be used toward any additional costs the Second Party may incur with the purchase of the Project Equipment. The State will provide a Cash Grant for eighty percent (80%) of the total Project Equipment cost not to exceed Forty-eight Thousand Dollars (\$48,000).

The Second Party may order the Project Equipment in advance of receipt of a fully executed Agreement in order to expedite delivery of the Project Equipment; however, this action shall be taken entirely at the risk of the Second Party. Payment for the Project Equipment will be made in accordance with **Article 7**. The State shall not incur any liability under this Agreement until it has issued its written approval of the purchase, including such conditions as it deems appropriate. The failure of the Second Party to comply with the conditions set forth in the written approval relieves the State from any and all liability under this Agreement.

Proof of purchase shall consist of a dated manufacturer's or vendor's invoice naming the Second Party as recipient of the Project Equipment, fully identifying the Project Equipment, marked as "Paid in Full" and signed by an official representative of the manufacturer or dealer.

Failure to meet any conditions imposed by this Agreement or the written approval will result in a return of the Grant funds to the State by the Second Party.

**7. Payment to the Second Party Related to the Project Equipment:** Upon full and proper execution of this Agreement, delivery, and acceptance of Project Equipment (including a completed vehicle acceptance form), a manufacturer's/vendor's invoice, and a completed State reimbursement form (the "Invoice Summary and Processing Form" (ISP) or its replacement), as well as receipt by the State of a certificate of origin and a completed Certificate of Insurance, the State will provide payment in the form of a check.

The State will issue payment within fifteen (15) business days after receipt of the required documents. However, if the request for payment is received between June 21 and July 20 of the calendar year, the State will issue payment by August 4 of the calendar year. The Grant represents eighty percent (80%) of the total Project Equipment cost not to exceed Forty-eight Thousand Dollars (\$48,000).

The Grant will be the maximum contribution by the State for the Project Equipment. Additional costs for the Project Equipment will be borne by the Second Party.

The Second Party agrees that the receipt of funds under this Agreement is subject to all controls and conditions imposed by this Agreement and the relevant Federal and/or State regulations.

The Second Party agrees that the terms of this Agreement do not constitute a loan but rather a grant for the specific purposes contained herein.

The Second Party agrees it is not authorized to allow funds appropriated under this Agreement to be used to pay its creditors unless the creditor incurred an expense specifically authorized by this Grant and relevant Federal and/or State regulations.

The Second Party agrees that the funds provided under this Agreement and proceeds from the sale of any Project Equipment purchased with such funds during the

useful life of such Project Equipment shall remain the property of the State for use in the Federal Section 5310 Program.

The Second Party agrees to make payment to the manufacturer/vendor within three (3) business days of receiving the Grant funds from the State or the monies must be returned to the State. Proof of vendor payment must be kept on file by the Second Party for the duration of the useful life of the Project Equipment.

**8. Ownership, Title and Registration of Project Equipment:** The Second Party shall assume ownership of Project Equipment in trust for the State and such Project Equipment shall be in the name of the Second Party subject to the restrictions on use and disposition of the Project Equipment set forth herein. The Second Party shall not transfer ownership of the Project Equipment to any third party without prior, written approval of the State. The State shall be listed as first lien holder on the motor vehicle registration(s) for the vehicle(s). Vehicle(s) title(s) shall be retained by the State.

At its discretion, the State may, under the terms and conditions of this Agreement, designate the Second Party as a lead coordinating entity within a region. As such, the Second Party may, as necessary and with the written approval of the State, assume ownership in trust for the State and custody of any Project Equipment transferred from other Section 5310 organizations or other providers of elderly/disabled transportation, to effect continued regional coordination of transportation services to the elderly and disabled individuals.

The Second Party shall hold the Project Equipment purchased under this Agreement as the trustee and custodian for the State. The Second Party agrees that it lacks any beneficial interest in the Project Equipment purchased under this Agreement and that it acts as an agent of the State solely for the purpose of disbursing the Grant funds provided under this Agreement.

The Project Equipment shall, during the useful life of the vehicle(s), be registered in accordance with all applicable rules and regulations of the Connecticut Department of Motor Vehicles.

**9. Use of Project Equipment:** The Second Party agrees that the Project Equipment shall be used for the provision of transportation service in the area and in the manner described in the Project Description of its above-mentioned Application for the duration of its useful life. If during such period, the Project Equipment is not used in this manner or is withdrawn from transportation service or the Second Party becomes insolvent, the Second Party shall immediately notify the State and ownership and possession of the Project Equipment shall revert to the State. If this Agreement is terminated at any time during the Project Equipment's useful life, the Project Equipment must be returned to the State. If the Project Equipment is out of service for more than sixty (60) days, the Second Party shall immediately notify the State, and the State shall take appropriate action to reclaim said Project Equipment at the expense of the Second Party. After the Project Equipment has reached the limits of its useful life, as specified in Article 5, the State shall have no further interest in the Project Equipment.

In further consideration of the use of said Project Equipment, the Second Party shall:

- (a) Guarantee that, at no cost or expense to the State, said Project Equipment shall be properly operated in a safe condition and regularly maintained throughout the term of this Agreement in accordance with the maintenance and inspection schedule supplied by the manufacturer of the Project Equipment.
- (b) Guarantee that any and all repairs to the Project Equipment are accomplished by a certified mechanic. Receipts for said repairs shall be forwarded to the State.
- (c) Guarantee that, the interior or exterior of said Project Equipment shall not be modified, including modification by the addition of advertising or additional signage to the vehicle, without prior written approval of the State. The State has the authority to approve or decline such modification of the Project Equipment.
- (d) Guarantee that the Project Equipment will be housed and utilized primarily in the region through which the application was made.
- (e) Establish and maintain throughout the term of this Agreement, including supplements thereto and renewals thereof, if any, separate and complete accounting records of all costs associated with the Project.
- (f) During the useful life of the Project Equipment, any and all payments made to the Second Party as a result of material damage to the Project Equipment, whether paid by an insurance company or any private agency or party, shall be returned to the State, unless:
  - (1) The Second Party demonstrates, by proof of invoice, that the payments received were utilized to repair the Project Equipment so as to keep it in service or return it to service. Repairs to the Project Equipment must be scheduled no later than thirty (30) days after receiving insurance or private party proceeds. or
  - (2) Upon prior written approval from the State, the Second Party purchases suitable replacement equipment of similar quality and remaining useful life. In the event replacement equipment is purchased, the State may retain its proportioned interest in the equipment beyond the original expiration date of this Agreement. The purchase of suitable replacement equipment must be in accordance with Article 6 hereof. The purchase of suitable replacement equipment must be initiated within fourteen (14) days after receiving insurance or private party proceeds.

**10. Disposition of Project Equipment:** After Project Equipment has reached the end of its useful life as stipulated in Article 5 of this Agreement; the State shall, upon confirmation that the Project Equipment has reached the end of its useful life, return the title pertaining to the Project Equipment to the Second Party. The Second Party may then elect to continue to use or dispose of the Project Equipment; however, proceeds from the sale of said Equipment must remain in use for program purposes.

**11. Records and Reports:** The Second Party shall advise the State regarding the progress of the Project at such time and in such manner as the State requires, including, but not limited to, meetings and interim reports.

The Second Party shall collect and submit to the State at such time as the State may require, such financial statements, operations data, records, contracts, and other documents related to the Project as may be deemed necessary by the State. This shall include, but not be limited to:

- (a) Submitting quarterly operating reports (on forms supplied by the State) for the previous three (3) months of operation.
- (b) Reporting all minor motor vehicle accidents involving the Project Equipment to the State within ten (10) days of the occurrence; any incident which results in an injury to a driver or passenger, or which results in property damage of over Two Thousand Five Hundred Dollars (\$2,500), shall be reported to the State within twenty-four hours.
- (c) Certifying annually, in writing, that said Project Equipment is still being used in accordance with the terms and conditions set forth in this Agreement.
- (d) Responding to and maintaining records of any survey forms requested by the State or its Representatives.

**12. Termination:** The State reserves the right to terminate this Agreement:

- (a) without cause with sixty (60) days prior written notice to the Second Party; or
- (b) with cause, forthwith, upon delivery to the Second Party of written notice of termination, citing any one or more of the following reasons:
  - (1) the Second Party discontinues the operation of the said Project Equipment in providing transportation to the elderly and/or disabled; or
  - (2) the Second Party takes any action and/or fails to take required action pursuant to the terms of this Agreement without the required approval(s) of the State; or
  - (3) the Second Party being declared by competent authority to be incapable of operation under this Agreement.

Upon termination of this Agreement as provided in **Article 12 (a)** or **Article 12(b)**, the Second Party shall forthwith return ownership and possession of the said Project Equipment to the State, in as good condition as it was purchased by the Second Party, with normal wear and depreciation expected. It is understood and agreed by the Parties hereto that if this return cannot be made by the Second Party, the Second Party may, at the discretion of the State, be assessed all or a proportionate share of the then current market value of the said Project Equipment. If, however, it is clear to the State that the Second Party has not made a demonstrated effort to operate the Project Equipment as described in the application and required under this Agreement, at the State's discretion, it may require the return of the Project Equipment.

**13. Prohibited Interest:** No member, officer, or employee of the Second Party during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. The Second Party warrants that it has not employed or retained any company or person other than bona fide employees working solely for the Second Party to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Second Party any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the above stipulation, the State shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the agreed price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

**14. Official Notices:** Any "Official Notice" from one such party to the other such party (or Parties), in order for such Notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(1) When the State is to receive such Notice -

Commissioner of Transportation  
Connecticut Department of Transportation  
P. O. Box 317546  
2800 Berlin Turnpike  
Newington, Connecticut 06131-7546;

(2) When the Second Party is to receive such Notice -

The person(s) acting herein as signatory for the Second Party receiving such Notice;

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such Notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.



The term "Official Notice", as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically-produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such Notice(s) is (are) to be addressed; alternate means of conveying such Notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such Notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

**15. Liquidation of Indebtedness:** The State may refuse at any time to make payments under this Agreement if (a) the Second Party has failed to comply with the terms of this Agreement or any applicable State law or regulation, or (b) the Second Party is indebted to the State of Connecticut and the collection of the indebtedness will not impair accomplishment or the objectives of this Agreement. Under such conditions, the State will inform the Second Party in writing, that payment will not be made after a specified date until the noncompliance described in such notice is corrected or the indebtedness is liquidated.

**16. Contracts Under this Agreement/Subcontracts:** Unless otherwise authorized in writing by the State, the Second Party shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement. The Second Party shall include in all subcontracts entered into pursuant to this Agreement all of the above-required clauses.

**17. Inspections and Site Visits:** The State shall have the right to inspect the Second Party's Project Equipment, facilities, and records with respect thereto as shall be reasonably necessary to confirm the proper operational and administrative upkeep of such assets purchased and/or being subsidized with federal and/or state funds.

**18. Environmental Law Compliance:** The Second Party shall be responsible for complying with all federal and state environmental laws and regulations pertaining to the operation of transit motor buses and/or facilities, owned and/or leased by the Second Party, including but not limited to, pollutants emissions control, storage and/or disposal or waste, fluids, fuels, oil, and chemicals in general. The Second Party shall be responsible for compliance with all Occupational Safety and Health Administration (OSHA) regulations. The Second Party will hold the State harmless of any lawsuits and/or fines with respect to any environmental and/or OSHA regulations violations.

**19. Facsimile Agreement:** The Parties agree that facsimile, email, or photocopies of signatures and initials are acceptable and shall be binding and construed as if originals.

The Parties hereto have set their hands on the day and year indicated.

STATE OF CONNECTICUT  
Department of Transportation

By: \_\_\_\_\_  
Richard W. Andreski  
Bureau Chief  
Bureau of Public Transportation

Date: \_\_\_\_\_

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Town of Fairfield

By: \_\_\_\_\_  
Robert Mayer  
Chief Financial Officer

Date: \_\_\_\_\_

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APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

Date: \_\_\_\_\_

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
EXPRESS FINDING  
PURSUANT TO SECTION 13b-35 OF THE  
GENERAL STATUTES OF CONNECTICUT, AS REVISED

BE IT KNOWN, THAT I, James Redeker, Commissioner, intend to exercise the powers conferred by Subsection (a) of Section 13b-34 of the General Statutes of Connecticut, as revised, and herewith make the Express Finding, pursuant to Section 13b-35 of the General Statutes of Connecticut, as revised, that:

1. The transportation facilities in the State of Connecticut with respect to which the powers are to be exercised may be discontinued, disrupted or abandoned in whole or in part.
2. The discontinuance, disruption or abandonment of such facilities will be detrimental to the general welfare of the State.
3. The exercise of such powers is essential to the continuation and improvement of such necessary transportation.
4. To insure that the specific transportation services for elderly/disabled persons will be operated in the manner required by the general welfare of the State, State assistance must be provided.

In accordance with the Express Finding herein made, I intend to enter into an agreement with Town of Fairfield to provide financial assistance in an amount that is eighty percent (80%) of the total Project Equipment cost, not to exceed Forty-eight Thousand Dollars (\$48,000), for the period January 1, 2018 through December 31, 2024.

Dated at Newington, Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
James Redeker  
Commissioner

## ATTACHMENT 1

The following information is provided to explain the options available for procurement of vehicles when Federal Transit Administration (FTA) funding is involved. It is NOT an official regulation, but an attempt to explain in plain language the options available to FTA grant subrecipients for the Section 5310 program.

Subrecipients can procure their vehicles through:

Option A - Purchase from vehicle options available on contract procured using an FTA compliant competitive process.

Option B - Conducting a small purchase procurement for less than \$100,000

Option C - Conducting a procurement for over \$100,000

Many of the requirements do not take effect until the procurement is greater than \$100,000. But, even though the Federal Grant awarded may be less than \$100,000, if the items being procured are included in a purchase for more than \$100,000, then option B can no longer be used.

**Option A** Purchasing a vehicle off of a contract procured using an FTA compliant competitive process.

Some transit districts in Connecticut procure small buses and vans using a competitive process that is reviewed by FTA and include an allowance for other public and non-profit entities using FTA funding (grantees) to purchase off of their contract. The advantage is that the process is already in place, so it is relatively easy for the grantee to procure a vehicle without dealing with the extra burden of ensuring compliance with the federal procurement requirements. There may also be an advantage to being part of a larger vehicle order, with set prices which may be lower than if purchasing only one or two vehicles. Disadvantages are that grantees can only choose from the vehicle types (small bus or converted high-top vans) and options available on the contract.

**Option B** Conducting your own procurement for less than \$100,000

If the total procurement is not greater than \$100,000, the grant recipient may follow the **small purchase process** which is described below:

1. The Second Party shall develop a generic specification which will encourage participation by as many vendors as possible. Specifications must include all applicable federal mandates. The Second Party must ensure that the specifications have not been written with a specific vehicle or vendor in mind.
2. The Second Party shall select a minimum of three (3) (if available) reputable prospective manufacturers/vendors and shall secure formal written quotes from them. These quotes:
  - must be attached to the vehicle specifications.
  - must itemize any vehicle options.
  - must be signed by the manufacturer/vendor.
  - must include a statement with the price quote which attests that the prices are valid for a minimum of ninety (90) days.

3. The Second Party must be able to demonstrate that contact has been made with several manufacturers/vendors extending beyond the Second Party's immediate area.
4. All information shall be forwarded to the State for comparison to price quotes received by purchasers of similar vehicles before initiating a purchase. At this time, the Second Party shall indicate the manufacturer/vendor from which the vehicle will be purchased. If bids come in over \$100,000, another procurement process must take place (See Option C), but documentation should still be forwarded to the State of the process that was followed and the bids received.
5. The State then can either provide a written approval or discuss the matter further with the Second Party until a resolution is reached and a written approval can be sent.
6. Once the procurement is approved by the State, a confirmed purchase order must be provided to the State within ninety (90) days, unless specified otherwise by the State. Purchase orders **must** state **model, make, year, delivery price, options floor plan and vehicle identification number**.

**Option C** Conducting your own procurement for more than \$100,000

- Sealed Bids
- Competitive proposals
- Noncompetitive proposals (sole source)
- 

For any of these processes, please review **FTA Circular 4220.1F** November 1, 2008, rev. March 18, 2013 as well as FTA's Best Practices Procurement Manual, which can be found at <https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>.

**Additional Options**

Additional options for procurement may be available, such as purchasing off of the contracts in place with the Connecticut Department of Administrative Services or by purchasing off of a contract in another state (similar to Option A). Each of these options would require determining whether those contracts contain all the applicable FTA and State requirements.

**Documentation – (How to satisfy an auditor, the State, and the FTA)**

1. Vehicle procurement
  - a. The requisition (or purchase request).
  - b. What specifications were used?
  - c. When were quotes requested?
  - d. From whom were the quotes requested?
  - e. When were quotes received?
  - f. What quotes were received?
  - g. Copy of the written approval from the State.
  - h. Copy of the purchase order.

## 2. Reimbursement from the State

There must be a fully executed Agreement between the State and the Second Party, and the vehicle must be delivered before payment can be requested. Information on the documentation required to request payment from the State for the vehicle is summarized below and is subject to change:

1. An executed Agreement between the State of Connecticut and the recipient.
2. A Receipt of Vehicle Delivery.
3. A completed and signed Invoice Summary Processing (ISP) Form.
4. A completed and signed Vehicle Acceptance Form.
5. A copy of the manufacturer/vendor invoice.
6. A completed Post-Delivery Federal Motor Vehicle Safety Standards Certification Requirement form.
7. A completed Post-Delivery Purchaser's Requirements Certification form.
8. A completed Post-Delivery Buy America Certification Requirement form.
9. A completed "ACORD" Certificate of Insurance form.
10. Two copies of the Certificate of Origin(s) – one from the manufacturer and one from the procurer.

APPENDIX "A"  
Administrative and Statutory Requirements

**1. Insurance.** With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractor(s), the Second Party will be required to carry, and it shall ensure its subcontractor(s) carry, the insurance coverage included in paragraphs (a), (b) and (c) below, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and/or (b) below, at no direct cost to the State. In the event the Second Party secures excess or umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and (b) below, the State of Connecticut shall be named as an additional insured.

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars (\$1,000,000) single limit for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident or occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of (a) One Million Dollars (\$1,000,000) for vehicles with a seating capacity of ten (10) or less passengers, (b) One Million Five Hundred Thousand Dollars (\$1,500,000) for vehicles with a seating capacity of eleven (11) through fourteen (14) passengers, and (c) Five Million Dollars (\$5,000,000) for vehicles with a seating capacity of fifteen (15) passengers or more, for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and such insurance shall include comprehensive and collision coverage to provide for repair and replacement of vehicle(s) funded under this Agreement.

(c) Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

In conjunction with the above, the Second Party agrees to furnish to the State a Certificate of Insurance on a form or forms **acceptable to the State**, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Second Party shall produce, within five (5) business days, a copy, or copies of all applicable insurance policies requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration, or termination of this Agreement.

With respect to activities performed directly and exclusively by the Second Party, the Second Party may request that the State accept coverage provided under a self-insurance program. The Second Party shall submit to the State a notarized statement, by an authorized representative:

a) certifying that the Second Party is self-insured;

b) describing its financial condition and self-insured funding mechanism;

c) specifying the process on how to file a claim against the Second Party's self insurance program, including information of the name, title and address of the person to be notified in the event of a claim; and

d) agreeing to indemnify and save harmless the State of Connecticut, its officials, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the Second Party under this Agreement with the State.

If requested by the State, the Second Party must provide any additional evidence of its status as a self-insured entity. If such self-insurance program is acceptable to the State, in its sole discretion, then the Second Party shall assume any and all claims as a self-insured entity.

## **2. Indemnification.**

(a) The Second Party shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Second Party or Second Party Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Second Party's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Second Party shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Second Party shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Second Party or any Second Party Parties. The State shall give the Second Party reasonable notice of any such Claims.

(d) The Second Party's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Second Party is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Second Party shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Second Party shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State or the State of Connecticut is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.



**3. Governmental Immunity.** Nothing in this Agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

**4. Code of Ethics Policy.** The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made part hereof.

The Second Party shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

(a) No person hired by the State as a consultant or independent contractor shall:

- (1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
- (2) Accept another State contract that would impair the independent judgment of the person in the performance of the existing contract; or
- (3) Accept anything of value based on an understanding that the actions of the person on behalf of the State would be influenced.

(b) No person shall give anything of value to a person hired by the State as a consultant or independent contractor based on an understanding that the actions of the consultant or independent contractor on behalf of the State would be influenced.

**5. Executive Orders.** This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Second Party's request, the State shall provide a copy of these orders to the Second Party.

**6. Litigation.** The Second Party agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

**7. Force Majeure.** The term Force Majeure as employed herein shall mean acts of God, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of the Second Party and which by the exercise of due diligence the Second Party is unable to prevent or overcome.

In the event that the Second Party is rendered unable wholly or in part by a Force Majeure, as defined herein, to carry out its obligations under this Agreement, it is agreed that on notice to the State setting forth the particulars of such Force Majeure, in writing, the obligations of the Second Party to the extent affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

**8. Jurisdiction and Forum.** The Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State Connecticut. The Second Party waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**9. Non-waiver of State's Immunities.** The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

**10. Core Agreement/Contract Purchase Order.** The Agreement itself is not an authorization for the Second Party to provide goods or begin performance in any way. The Second Party may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. The Second Party providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Second Party's own risk.

The Department shall issue a purchase order against the Agreement directly to the Second Party and to no other party.

**11. Connecticut Required Contract/Agreement Provisions.** When the Second Party receives State of Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Second Party shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

**12. Maintenance and Audit of Records.** The second party receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The second party receiving state funds must comply with Connecticut General Statutes (C.G.S.) § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

**FEDERAL SINGLE AUDIT:** Each second party that expends a total amount of federal awards: 1) Equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations or a program specific audit (i.e. an audit of one federal program); 2) Less than \$500,000 shall be exempt for such fiscal year.

**STATE SINGLE AUDIT:** Each second party that expends a total amount of State financial assistance: 1) Equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) Less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

**REQUESTS FOR EXTENSION** In the event the second party is unable to submit their annual audit report to the State within the timeframe required by State law and regulations, the second party must request an approval for an extension beyond that deadline by submitting a written request for an extension, prior to the deadline, to:

State of Connecticut  
Department of Transportation  
Division of Internal Audits  
Accounting Manager  
2800 Berlin Turnpike  
P. O. Box 317546  
Newington, CT 06131-7546

A copy of the request must be sent to:

State of Connecticut  
Department of Transportation  
Bureau of Public Transportation  
Transit Manager (Operations)  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, CT 06131-7546

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited second party shall provide supplementary schedules with the following program/grant information: the program/grant number, State project number, Federal project number, phase, and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately.

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or local funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the second party agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request.** The audited second party must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The second party shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Report.

The State, including the State auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to this Agreement.

APPENDIX "B"  
Federal Transit Administration Requirements

1. **No Government Obligation to Third Parties.** (1) The State and the Second Party acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the State, Second Party or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.

(2) The Second Party agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. **Program Fraud and False or Fraudulent Statements and Related Acts.**

- a. The Second Party acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Second Party certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Second Party further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Second Party to the extent the Federal Government deems appropriate.
- b. The Second Party also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Second Party, to the extent the Federal Government deems appropriate.
- c. The Second Party agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. **Access to Records and Reports.** The Second Party agrees to provide the State, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives, including any PMO Contractor, access to any books, documents, papers, and records of the Second Party with are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The Second Party's also agrees, pursuant to the Second Party's records and construction sites pertaining to a major capital project, defined at 49 U.S.C.5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

The Second Party shall make available records related to the Agreement to the State, the Secretary of Transportation, and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Second Party agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Second Party agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Second Party agrees to maintain same until the State, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. **Federal Changes.** The Second Party agrees to comply, at all times, with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the State and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Second Party's failure to so comply shall constitute a material breach of this Agreement.
5. **Civil Rights Requirements.** As a condition to receiving federal financial assistance under the Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulation of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this Agreement.
6. **Disadvantaged Business Enterprise (DBE).** The Second Party hereby acknowledges and agrees to comply with "Agreements With Goals Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers For Federal Funded Projects" dated October 16, 2000, attached hereto and hereby made a part of this Agreement.
7. **Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract/agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Second Party shall not perform any act, fail to perform any act, or refuse to comply with any of the State's requests which would cause the State to be in violation of the FTA terms and conditions.
8. **Suspension or Debarment.** Suspended or debarred contractors, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
  - (a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of the owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of Federal or State funds:

- 1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 2) Has not within the prescribed statutory time period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) 2) of this certification; and
  - 4) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (b) Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

- 1) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

9. **Lobbying.** "Certification for Federal-Aid Contracts – Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Second Parties who apply or bid for an award of \$100,000 or more shall file the "Certification Regarding Lobbying," attached hereto, as required by 49 CFR Part 20 and in accordance with U.S. DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**10. Clean Air.** (1) The Second Party agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Second Party agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Second Party also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**11. Clean Water Requirements.** The Second Party agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Second Party agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

The Second Party also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**12. Contract Work Hours and Safety Standards Act.**

(1) Overtime Requirements: The Second Party or its subcontractor contracting for any part of the services to be provided under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (1) of this Article, the Second Party and any of its subcontractors responsible therefor shall be liable for the unpaid wages. In addition, the Second Party and its subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Article, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.

(3) Withholding for Unpaid Wages and Liquidated Damages: The State upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Second Party or its subcontractors under any such contract or any other Federal contract with the Second Party, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Second Party, such sums as may be determined to be necessary to satisfy any liabilities of the Second Party or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.

(4) Subcontracts: The Second Party or its subcontractors shall insert in any contracts the clauses set forth in paragraphs (1) through (4) of this Article and also a clause requiring the Second Party or its subcontractors to include these clauses in any lower tier contracts. The Second Party shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (1) through (4) of this Article.



### **13. Transit Employee Protective Provisions.**

- a. The Second Party agrees to comply with applicable transit employee protective requirements as follows:
  - (a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Second Party agrees to carry out the transit operations work on the underlying contract/agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract/agreement and to meet the employee protective requirements of 49 U.S.C. § A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract/agreement. The Second Party agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of the subsection (1), however, do not apply to any contract/agreement financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this Article.
  - (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310 (a)(2) for elderly Individuals and Individuals with Disabilities – If the contract/agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract/agreement, the Second Party agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Second Party agrees to perform transit operations in connection with the underlying contract/agreement in compliance with the conditions stated in the U.S. DOL letter.
  - (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas – If the contract/agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Second Party agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- (2) The Second Party also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

- 14. Charter Bus Requirements.** The Second Party agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
- 15. School Bus Requirements.** Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, the recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- 16. Drug and Alcohol Testing.** The Second Party agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Connecticut, or the State, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Second Party agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports to the State. To certify compliance the Second Party shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- 17. Alcohol Misuse and Prohibited Drug Use.** The Second Party agrees to establish and implement an anti-drug and alcohol misuse program that complies with the Federal Transit Administration's regulation, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations", as required under 49 CFR Part 655, that implement 49 U.S.C. §5331.
- 18. Energy Conservation.** The Second Party agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 et. seq. and 49 CFR Part 18.
- 19. Recycled Products.** The Second Party agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 20. Americans With Disabilities Act.** This clause applies to those second parties who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of this Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of this Agreement as it may be amended, will render this Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.

The Second Party agrees to comply with 49 U.S.C. § 5301(d), which states that the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. These regulations provide that no handicapped individual, solely for reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity including or resulting from this Agreement.

**21. Notification of Federal Participation.** To the extent required by law, the State agrees that any request for proposals, solicitation, award notice, press release, or other publication involving the distribution of FTA assistance for the Program or Project having an aggregate value of \$500,000 or more, shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as may be applicable, and the amount of Federal assistance FTA provided.

**22. Privacy Act.** (1) The Second Party agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 522a. Among other things, the Second Party agrees to obtain the express consent of the Federal Government before the Second Party or its employees operate a system of records on behalf of the Federal Government. The Second Party understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

(2) The Second Party also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**23. State and Federally Funded Capital Projects.** With the prior written approval of the State, the Second Party shall undertake capital projects utilizing its own forces and equipment, or, with the prior written approval of the State, the Second Party may subcontract on behalf of the State to effect the procurement of capital goods or services. All capital projects undertaken in accordance with this Agreement shall be governed by all applicable State and federal laws and regulations. With respect to capital projects, the Second Party will adhere to the scope of work and cost estimates as approved in writing by the State. When undertaking capital projects utilizing federal funds, the Second Party and its subcontractors will be governed by the rules and regulations of the Federal Transit Administration's "Grant Management Guidelines for Grantees-Circular 5010.1E", dated July 21, 2017, and "Third Party Contracting Guidelines-Circular C4220.1F", dated March 13, 2013, and the following:

- a. **Federally-Required Certifications and Assurances.** The signature on this Agreement by the Second Party shall constitute certification that the Second Party, will comply with the federal regulations listed in this **Appendix "B"** and that the Second Party will ensure to pass through these federal regulations, as applicable, to its contractors financed in whole or in part with Federal assistance provided by the U.S. Department of Transportation.

- b. Title of Capital Equipment. Title of the equipment will be maintained by the State. The Second Party shall not transfer title of any capital equipment to any Third Party without the prior written approval of the State.
- c. Use of Capital Equipment. The capital equipment shall be used exclusively in operations provided under the terms of this Agreement or under conditions approved by the State.
- d. Motor Vehicle Safety Standards. Motor vehicles purchased or utilized by the Operator for purposes of this Agreement will comply with the Motor Vehicle Safety Standards as established by the U.S. Department of Transportation.
- e. Federal Vehicle Requirements. When new motor vehicles are purchased with grant funds, the Second Party will submit a certification in writing that:
  - (a) The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required and also meet the demands of all auxiliary power equipment.
  - (b) All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
  - (c) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tailpipe with the vehicle in steady operation.
  - (d) When the vehicle has been idled for three (3) minutes and then accelerated to 80 percent of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.
  - (e) No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Agreement or to any benefit arising therefrom.

# CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT



**POLICY NO. F&A-10**  
**June 1, 2007**

## **SUBJECT: Code of Ethics Policy**

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT. It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy. The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee. All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

### **The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

### **For questions, contact the Ethics Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Tel. (860) 594-3045

### **To contact the Office of State Ethics:**

Office of State Ethics  
20 Trinity Street, Suite 205  
Hartford, CT 06106  
Tel. (860) 566-4472  
Facs. (860) 566-3806  
Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

## **Enforcement**

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

## **Prohibited Activities**

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or

subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term “gift” to limit the application of the so-called “gift to the State” exception. In general, “gifts to the State” are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a “gift to the State,” DOT employee’s should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any “business with which they are associated.” In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president). DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee’s other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee’s spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee’s outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.

9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*

- ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
- ***Prohibited Representation:*** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. ***Ethical Considerations Concerning Bidding and State Contracts:*** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole



intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and

- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

### **Training for DOT Employees**

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

### **Important Ethics Reference Materials**

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

  
Ralph J. Carpenter  
COMMISSIONER

## TITLE VI CONTRACTOR ASSURANCE

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

AGREEMENTS WITH GOALS  
SPECIAL PROVISIONS  
DISADVANTAGED BUSINESS ENTERPRISES  
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS  
FOR FEDERAL FUNDED PROJECTS

Revised — October 16, 2000

NOTE: Certain of the requirements and procedures stated in this special provision are applicable prior to the execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "CDOT" means the Connecticut Department of Transportation.
- B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- C. "Broker" means a party acting as an agent for others in negotiating contracts, agreements, purchases, sales, etc., in return for a fee or commission.
- D. "Contract," "agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.
- E. "Contractor," means a consultant, second party or any other entity doing business with CDOT or, as the context may require, with another Contractor.
- F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
  - 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
  - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 — "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.
- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT- assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

- J. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
1. Any individual who CDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
  2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
    - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
    - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
    - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
    - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
    - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
    - vi. Women;
    - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

## II. GENERAL REQUIREMENTS

- A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the DOT deems appropriate.
- B. The Contractor shall cooperate with CDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with CDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CDOT's Division of Contract Compliance.
- D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by CDOT's Division of Contract Compliance for the type(s) of work they will perform.

- E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from CDOT's unit administering the Contract, CDOT will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.
- F. At the completion of all Contract work, the Contractor shall submit a final report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the CDOT unit administering the Contract detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
  2. A detailed statement, including documentation of the efforts made to contact and solicit bids/proposals with CDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
  3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
  4. Provide documents to support contacts made with CDOT requesting assistance in satisfying the Contract specified goal.
  5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.
- G. Failure of the Contractor at the completion of all Contract work to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of CDOT, no reduction in payments will be imposed.
- H. All records must be retained for a period of three (3) years following acceptance by CDOT of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of CDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.
- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

### III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, CDOT requires the following:

- A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.
- B. Contract goal for DBE participation equaling 0 percent of the total Contract value has been established for this Contract. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under Contract in accordance with 49 CFR Part 26, Subpart C, Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, or document a plan which indicates how the Contractor intends to meet the goal in the future phase(s) of the work, the Contractor must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

- C. Prior to execution of the Contract the Contractor shall indicate, in writing on the forms provided by CDOT to the Director of Contract Administration or CDOT's unit administering the Contract, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform and the dollar amount of participation. This information shall be signed by the named DBE and the Contractor. The named DBE shall be from a list of certified DBEs available from CDOT. **In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.**
- D. The prime Contractor shall provide a fully executed copy of each agreement with each DBE named to achieve the goal indicated in III-B to CDOT's unit administering the Contract.
- E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to CDOT's unit administering the Contract which will substantiate and justify the change, (i.e., documentation to provide a basis for the change for review and approval by CDOT's unit administering the Contract) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.
- F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising CDOT's unit administering the Contract in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.
- G. When a DBE is unable or unwilling to perform or is terminated for just cause the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

- H. In instances where an alternate DBE is proposed, a revised submission to CDOT's unit administering the Contract together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to CDOT's unit administering the Contract indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

#### IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the CDOT with:
  - 1. An executed "Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit" (sample attached), and
  - 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.
- C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Department of Transportation or Contractor.

#### V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

- A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:
  - 1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract provided that the fee or commission is determined by the CDOT to be reasonable and consistent with fees customarily allowed for similar services.
  - 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

## VI. BROKERING

- A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

## VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

- A. If the Contractor does not document commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B before execution of the Contract, or document a plan which indicates how the Contractor intends to meet the goal in future phase(s) of the work, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. Execution of the Contract will proceed if the Contractor's good faith efforts are deemed satisfactory and approved by CDOT. To obtain such an exception, the Contractor must submit an application to CDOT's Director of Contract Administration or CDOT's unit administering the Contract, which documents the specific good faith efforts that were made to meet the DBE goal. Application forms for Review of Pre-Award Good Faith Efforts are available from CDOT's Division of Contract Administration.

The application must include the following documentation:

- 1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for subcontracting;
- 2. a statement setting forth all parts of the Contract that are likely to be sublet;
- 3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
- 4. copies of all letters sent to DBEs;
- 5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
- 6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
- 7. copies of letters received from DBEs in which they declined to bid or submit proposals;
- 8. a statement setting forth the facts with respect to each DBE bid/proposal received and the reason(s) any such bid/proposal was declined;
- 9. a statement setting forth the dates that calls were made to CDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
- 10. any information of a similar nature relevant to the application.



- B. All applications shall be submitted to the Director of Contract Administration or CDOT's unit administering the Contract. Upon receipt of the submission of an application for review of pre-award good faith efforts, CDOT's Director of Contract Administration or CDOT's unit administering the Contract shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.
- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Director of Contract Administration or CDOT's unit administering the Contract, P.O. Box 317546, Newington, CT 06131-7546. The Director of Contract Administration or CDOT's unit administering the Contract will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor via certified mail a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Director of Contract Administration or CDOT's unit administering the Contract within fourteen (14) days of receipt of written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**
- D. Approval of pre-execution good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

#### APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a Bidder/Contractor must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder/Contractor can meet this requirement in either of two ways. First, the Bidder/Contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Bidder/Contractor can document adequate good faith efforts. This means that the Bidder/Contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a Bidder/Contractor that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Contractor has made. The efforts employed by the Bidder/Contractor should be those that one could reasonably expect a Bidder/Contractor to take if the Bidder/Contractor were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

- III. The Department also strongly cautions you against requiring that a Bidder/Contractor meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the Bidder/Contractor makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the Bidder/Contractor's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The Bidder/Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder/Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
  - D. (1) Negotiating in good faith with interested DBEs. It is the Bidder/Contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.  
  
(2) A Bidder/Contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder/Contractor's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the Bidder/Contractor of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- V. In determining whether a Bidder/Contractor has made good faith efforts, you may take into account the performance of other Bidder/Contractors in meeting the Contract. For example, when the apparent successful Bidder/Contractor fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder/Contractor could have met the goal. If the apparent successful Bidder/Contractor fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidder/Contractors, you may view this, in conjunction with other factors, as evidence of the apparent successful Bidder/Contractor having made good faith efforts.

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
DBE SUPPLIER/MANUFACTURER AFFIDAVIT

This affidavit must be completed by the State Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DEE Contract requirements; failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No. \_\_\_\_\_

Federal Aid Project No. \_\_\_\_\_

Description of Project \_\_\_\_\_

I, \_\_\_\_\_, acting in behalf of \_\_\_\_\_  
(Name of person signing Affidavit) (DBE person, firm, association or organization)

of which I am the \_\_\_\_\_, certify and affirm that \_\_\_\_\_  
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that \_\_\_\_\_ will assume the actual and  
(DBE person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by \_\_\_\_\_  
(State Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

\_\_\_\_\_  
(Name of Organization or Firm)

\_\_\_\_\_  
(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public (Commissioner of the Superior Court)

My Commission Expires \_\_\_\_\_

CERTIFICATE OF CORPORATION

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ (Official)  
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that \_\_\_\_\_ who signed said instrument on behalf of the Organization, was then \_\_\_\_\_ of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

\_\_\_\_\_  
(Signature of Person Certifying)

\_\_\_\_\_  
(Date)

49 CFR PART 20

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge and belief, that:  
[Enter Name]

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). The Standard Form LLL is available at the Office of Budget and Management's website at [http://www.whitehouse.gov/omb/grants\\_forms/](http://www.whitehouse.gov/omb/grants_forms/). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and  
[Enter Name]

accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

Note: For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State.

**FEDERAL TRANSIT ADMINISTRATION  
SECTION 5310 PROGRAM**

**ENHANCED MOBILITY OF SENIORS AND  
INDIVIDUALS WITH DISABILITIES**

**Federal Fiscal Year 2016 Grant Cycle**

**TRADITIONAL GRANT APPLICATION – CAPITAL FUNDS**

**State of Connecticut  
Department of Transportation**



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Traditional Section 5310 Capital Application

I. General Information

|  |                 |
|--|-----------------|
| Project Name: 12 Passenger Bus<br>(Ex: "Weeknight Service", "8 Passenger Van", "12 Passenger Bus", or "Kiosk Request") |                 |
| Legal Name of Applicant Organization: Town of Fairfield Bigelow Center for Senior Activities                           |                 |
| Primary Street Address: 100 Mona Terrace   |                 |
| P.O. Box #: none   |                 |
| City: Fairfield  |                 |
| Town: CT   | Zip code: 06824 |
| County: Fairfield  |                 |
| Organization Website: <a href="http://www.fairfieldct.org/bigelowcenter">www.fairfieldct.org/bigelowcenter</a>         |                 |
| Name of Program Contact: Teresa Giegengack   |                 |
| Title of Program Contact: Director   |                 |
| Email Address of Program Contact: <a href="mailto:tgiegengack@fairfieldct.org">tgiegengack@fairfieldct.org</a>         |                 |
| Telephone Number: 203 -256-3169  |                 |
| Fax Number: 203-254-4758   |                 |
| Federal Employer Identification Number: 06-6001998   |                 |

Type of Agency/Organization:

- ☐ Private non-profit
- ☒ State or local governmental
- ☐ Operator of public transportation services (including public or private operators)
- ☐ Other: \_\_\_\_\_

Is your organization incorporated?\* ☐ Yes ☒ No

\*If yes, a copy of your organization's Articles of Incorporation MUST be attached.

(All applicants, except municipalities, must attach Articles of Incorporation to this application if their organization is incorporated, even if the organization is a prior recipient of Section 5310 funding. Municipalities are exempt from this requirement.)



## Traditional Section 5310 Capital Application

### II. Proposal

1. Describe your organization and the general services (non-transportation), programs and activities currently provided.

The Fairfield Dept. of Human and Social Services provides three areas of service: senior center programs and activities, senior transportation and social services for adults age 19 years and older. The senior center offers "one stop" shopping to persons age 55 years+ for information, referrals, advocacy programs and services. Computer lab, exercise classes, including special classes for people with arthritis, stress reduction classes, wood carving shop, LifeLong Learners Institute, active games, including pool, table tennis, pickleball, walking group, day trips, Medicare insurance counselling, heating assistance, protective services for seniors. The social services staff work closely with fire and police referrals for seniors at risk. (please see department's brochure attached).

2. Explain in detail the type of transportation service your organization currently provides and whether it is fixed route, dial-a-ride, etc.

Fairfield senior center provides curb- to -curb bus services to Fairfield residents age 60 years+, people with disabilities and veterans for daily trips to the senior center and social services, weekly grocery shopping, medical appointments, shopping mall and hairdresser, barber, library and special local trips.

Physically frail individuals may enter and exit the vehicles using assistive devices such as canes or walkers with minimum assistance from the driver. Individuals in wheelchairs receive assistance to enter the wheelchair lift that is secured by the driver. Riders must be capable of entering and exiting the vehicles and their homes on their own or with the assistance of an escort.

3. List the towns to which your organization currently operates transportation.

Fairfield locations, Bridgeport medical appointments and Trumbull shopping mall

4. Fill in the hours of each day that your organization currently operates transportation. Provide the number of one-way trips by day of the week. (See Appendix A - Definitions, Passenger Trip in Application Instructions packet).

|           | Begin (AM/PM)     | End (AM/PM) | # of Trips |
|-----------|-------------------|-------------|------------|
| Sunday    | none at this time |             |            |
| Monday    | 8:30 AM           | 3:00 PM     | 35-70      |
| Tuesday   | 8:30 AM           | 3:00 PM     | 50-75      |
| Wednesday | 8:30 AM           | 3:00 PM     | 45-80      |
| Thursday  | 8:30 AM           | 3:00 PM     | 55-70      |
| Friday    | 8:30 AM           | 3:00 PM     | 40-70      |
| Saturday  | none at this time |             |            |

5. What kinds of trips does your organization currently provide? Select all trip purposes that apply.

☒ Medical  
☒ Work

☒ Nutrition  
☒ Recreation

☒ Education  
☒ Other

(explain): government

## Traditional Section 5310 Capital Application

appointments, ie. pay taxes;

6. Why is your organization requesting a vehicle? Please describe your proposal in detail and how it will serve seniors and individuals with disabilities.

A vehicle is requested due to the Replacement schedule attached. Our fleet of 5 buses has a bus with 103,500 mileage, with increasing and costly repairs. Three buses are on the road each day, except on Tuesdays when another bus is added for grocery shopping. A bus is in reserve due to the need to schedule maintenance care and repairs.

7. How will this project be managed by your organization? I.e., How will program compliance and reporting be addressed?

The senior center works closely with the town Dept. of Public Works (DPW) garage to keep vehicles in good condition. Reporting is shared by the senior center bus transportation dispatch and the town DPW garage mechanic. The Director of the senior center collects data regarding # of rides, purpose, driver schedule and handles any concerns or complaints from residents. The Director coordinates any vehicle replacement and / or purchase with the DPW garage and the town's Purchasing Dept. The Director of the senior center manages the budget for the senior bus service, including dispatch and driver salaries.

8. Indicate the number of vehicles your organization is applying for: one

9. List the proposed service area (all towns) to be served by the vehicle (s) and/or project (s). Indicate the primary service location(s).

The town of Fairfield for senior and disabled residents is the primary service location, with medical appointments in Bridgeport and shopping at Trumbull Mall.

10. Specify the hours the vehicle(s) would operate and the expected number of one-way trips per day.

|           | Vehicle 1            |                |            | Vehicle 2        |                |            |
|-----------|----------------------|----------------|------------|------------------|----------------|------------|
|           | Begin<br>(AM/PM)     | End<br>(AM/PM) | # of Trips | Begin<br>(AM/PM) | End<br>(AM/PM) | # of Trips |
| Sunday    | none at<br>this time | 0              | 0          | 0                | 0              | 0          |
| Monday    | 8:30 AM              | 3:00 PM        | 11-23      | 0                | 0              | 0          |
| Tuesday   | 8:30 AM              | 3:00 PM        | 12-18      | 0                | 0              | 0          |
| Wednesday | 8:30 AM              | 3:00 PM        | 15-26      | 0                | 0              | 0          |
| Thursday  | 8:30 AM              | 3:00 PM        | 18-23      | 0                | 0              | 0          |
| Friday    | 8:30 AM              | 3:00 PM        | 13-23      | 0                | 0              | 0          |
| Saturday  | none at<br>this time | 0              | 0          | 0                | 0              | 0          |

11. Describe the transportation services provided by *other* municipalities and nonprofit organizations in your proposed service area that are available to seniors and/or persons with disabilities.

This should include the services provided by public transportation operators and private operators (taxi). Itemize the days and hours of operation of these services, as well as fares and any restrictions on

## Traditional Section 5310 Capital Application

trip purpose.

1. ITN Coastal Transportation located in Fairfield provides door to door transportation available 24 hours a day, 7 days a week. Rides provided within the service area in private automobiles by trained drivers. It is a membership based organization with an annual membership fee (\$75 individuals and \$100 family). Reasonable rates per mile or hour; service areas: Fairfield, Easton, Westport, Wilton and Norwalk. serves seniors and persons with low vision. Service does not have wheelchair lift access.

### 2. Greater Bridgeport Transit (GBT)/ Fairfield Dial-A-Ride

The Dial-A-Ride program provides transportation for eligible residents who are over the age of 65 or adults who are permanently disabled. The program is intended for those with limited resources who find it difficult to access transportation. The Town of Fairfield has contracted with the Greater Bridgeport Transit Authority to operate the program. The hours of service are from 9 a.m. to 6 p.m., seven days a week. The service area is from Fairfield to Bridgeport, Trumbull, and Stratford. The three target groups for the service are homebound seniors, homebound people with disabilities and veterans. The trips can be for shopping and entertainment, visits to family and friends, shopping, church and the VA hospital in West Haven. Limited number of free trips per month. Call Fairfield Social Services at (203) 256-3170 for more information and application.

3. GBT provides daily year round fixed route service with special weekend and holiday hours, regional town service connecting to other rail and bus transportation. One - way fare is \$1.75. Half fare for persons displaying a valid Medicare, ADA or State Elderly/Disabled ID card pay half -fare all the time.

4. Kennedy Center Transportation: The Kennedy Center, Inc., a non-profit agency that provides a wide array of services for people with disabilities, seniors and veterans, administers the Regional Mobility Management program. The program is guided by a Steering Committee whose members consist of a variety of stakeholders in the Bridgeport/Stamford Urbanized Area

Description: The Kennedy Center offers a variety of transportation services, including travel training, to its consumers.

5. CT In-Home Assistance transportation will provide transportation to any resident. Cost is \$18.50-\$23.00 per hour plus 58 cents per mile. Caregivers are bonded and insured. Rider must be able to transfer into a car, no mechanical lift.

### 12. Why are the existing transportation resources listed above insufficient in serving the needs of seniors and individuals with disabilities?

The existing services are valuable but insufficient to meet the growing needs of seniors and people with disabilities because people need a variety of choices to accommodate their needs to be flexible and manage multiple medical and personal appointments using a variety of services including friends and relatives. Also, keeping the cost low for people on a fixed income (Social Security or Social Security Disability so they can use different transport services as needed.). Fairfield senior center bus service charges \$5.00 for a 10 (ten) punch ticket. Drivers are known to the seniors who value their reliability, friendliness and professionalism.

### 13. What gap or strategy identified in the *Locally Coordinated Public Transit Human Service Transportation Plan* (LOCHSTP) does your organization's proposal address? Information on LOCHSTP may be found on

## Traditional Section 5310 Capital Application

page 13 of the Application Instructions, Section 5310 Program Guidelines.

The gap identified in LOCHSTP and confirmed with CT Metropolitan Council of Governments (Matt) is the Fairfield Senior Center bus transportation provides assessibility for seniors and persons who are wheelchair bound with limited transportation access at a low and reduced cost.

14. Does your organization currently coordinate with a non-profit agency or municipality to provide transportation services? No, it is the municipal senior center transport services for Fairfield seniors and people with disabilities.

If yes:

- a. Please describe below. Note whether or not the coordination involves sharing a vehicle.
- b. Attach a copy of the interagency agreement
15. Does your organization currently utilize a private operator - such as a taxi/livery company - for all or part of your transportation services? ☐ Yes ☒ No

a. If yes, please describe and attach a copy of the service agreement with the application.

b. If no, please describe methods for periodically reviewing your transportation services to determine whether they can be provided more efficiently by the private sector<sup>1</sup>.

There is no Fairfield based taxi service. Periodic review is done regionally by attending and communicating informally with other transportation services as needed.

16. Does your organization plan to coordinate and/or combine your proposed service with the existing transportation services in your proposed service area? ☒ Yes ☐ No

a. If yes please elaborate and indicate any efforts made toward regional coordination of service.

Coordination of services is done with a written description including all transport services for Fairfield residents, info is available on the town's website, social services staff provides assistance to residents to complete an application for GBT Dial A Ride transportation in the the senior center. Meetings with area agencies on aging (SWCAA) review transportation, including ITN Coastal, Kennedy Center, GBT and private nursing agency providers to keep all transit and senior center directors aware of changes and updates to the senior center transportation services and resources.

b. If no, please indicate why.

17. Will your organization operate transportation service or contract the service out?  
The town of Fairifeld will operate the transportation service as it has done for many years.

18. How does your organization resolve complaints? Please explain the complaint procedure in detail.  
Complaints are communicated directly to the supervisor, the Director of Human Services. The First Selectman's office also delivers any resident's concerns or complaints to the Director. An immediate response is made to the person making the complaint with an investigation into the senior center transportation dispatch and driver service. A meeting is held and follow up action is

<sup>1</sup> Local public bodies and nonprofit organizations are expected to maintain public records that document procedures and efforts made to obtain private sector participation and the rationale used in making public/private service decisions.

# Traditional Section 5310 Capital Application

taken as appropriate with employee and of senior and senior's family or caregiver. Incident reports are filed and referred to Human Resources and / or Social Services staff as appropriate.

19. How does this proposal make the most of available local, state and federal public transportation resources?

The proposal organizes and publishes the existing area resources to the public. Transportation forums are held at the senior center. Senior Center monthly newsletter publishes transportation contact info. Area transit services and senior center transportation is posted on the bulletin boards for the senior center and social services. A Directory of Community Resources contains the local, state and federal resources. Transportation resources are posted on the town's website.

20. How will your organization let seniors and individuals with disabilities know about the availability of service and promote public awareness?

Public notices, website info and written newsletters and Program Guides for the senior center serve as a means of communication to the public. There is the published "Senior To Go Guide" and the "KnowHowToGo.org website.

21. Estimate the number of individuals in the following groups to be served by the vehicle:

|           |          |          |                  |            |       |
|-----------|----------|----------|------------------|------------|-------|
| <u>10</u> | Black    | <u>0</u> | Pacific Islander | <u>175</u> | White |
| <u>10</u> | Hispanic | <u>0</u> | American Indian  | <u>0</u>   | Other |
| <u>5</u>  | Asian    | <u>0</u> | Alaskan Native   |            |       |

Explain how these figures were determined:  
Figures were determined based on the unduplicated number of customers served.

22. How would your organization inform people with Limited English Proficiency about the service?  
Outreach is done through social service and provider agencies (nursing, homemaker, faith-based organizations, local senior groups) to assist with people with limited English proficiency to offer assistance upon request.

23. Attach evidence of efforts made to notify other public and private transit and paratransit providers of your proposed service. This **MUST** include:

- a. A copy of the Public Notice must be placed in a major newspaper with the greatest appropriate readership in the proposed service area. A copy of the tear sheet (paid invoice from the newspaper) showing the date published and cost.
- b. A copy of each letter sent to transit operators and agencies in the proposed service area.
- c. Written comments from interested parties, if any.

24. Identify the location where the vehicle(s) will be housed: Fairfield Senior Center, 100 Mona Terrace, Fairfield, CT 06824

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25. For each vehicle your organization is applying for, list below the seating capacity (number of ambulatory & wheelchair passengers) as well as the type of vehicle. Please check only one vehicle type for each vehicle. See Appendix K in the Application Instructions packet for vehicle specifications and note that a Commercial Driver's License (CDL) is required to transport 16 or more people, including the driver.

|                | Passenger Capacity |            | Vehicle Type                        |                                     |
|----------------|--------------------|------------|-------------------------------------|-------------------------------------|
|                | Ambulatory         | Wheelchair | Mini-Bus (11-20 Passengers)         | Van (10 or Less Passengers)         |
| <b>Example</b> | 8                  | 2          | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Vehicle 1      | 12                 | 2          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Vehicle 2      | 0                  | 0          | <input type="checkbox"/>            | <input type="checkbox"/>            |

26. Indicate below whether the vehicle(s) will be used to replace an existing vehicle, expand service or start a new service. Check one per vehicle being applied for.

|       | Replace Existing Vehicle            | Expand Service           | Start New Service        |
|-------|-------------------------------------|--------------------------|--------------------------|
| Veh 1 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Veh 2 | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |

27. List your current vehicle inventory on the next page and fill in all boxes for each vehicle listed, up to 20. Please use the Vehicle Type Abbreviation Legend below when filling out Vehicle Type.

| Vehicle Type Abbreviation |      |
|---------------------------|------|
| Sedan/Station Wagon       | S    |
| Mini-van                  | MV   |
| Low Floor Mini-van        | LFMV |
| Standard Van              | V    |
| High Top Van              | HTV  |
| Service Bus               | SB   |
| Other*: _____             | O    |
| *If Other, please explain |      |

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## Current Vehicle Inventory

|            | Year/Model      | Vehicle Type | Vehicle ID # (VIN) | Vehicle License Plate # | Passenger/ Wheelchair Capacity | Current Mileage | Special Equipment | Original Funding Source | Replacing vehicle w/ this application?                              |
|------------|-----------------|--------------|--------------------|-------------------------|--------------------------------|-----------------|-------------------|-------------------------|---|
|            | 2009/Example    | SB           | 1FDEE3F58HDC09505  | SB14392                 | 10/2                           | 125,000         | Lift ramp         | Section 5310/DSS        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 1  | 2006/Ford E-450 | SB           | 1FDXE45P46HA93351  | 40123                   | 12/2                           | 103,500         | Lift              | Town Of Fairfield       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 2  | 2007/Ford E-350 | SB           | 1FDWE35S07DB36957  | 40146                   | 12/2                           | 115,000         | Lift              | Section 5310            | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Vehicle 3  | 2011/Ford E-450 | SB           | 1FDFF4F548D836683  | 41353                   | 12/2                           | 55,500          | Lift              | Section 5310            | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Vehicle 4  | 2013/Ford E-350 | SB           | 1FDEE3F55DDA50940  | 41995                   | 12/2                           | 51,000          | Lift              | Town Of Fairfield       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Vehicle 5  | 2017/Ford E-350 | SB           | 1FDEE3F58HDC09505  | AE14541                 | 12/2                           | 4750            | Lift              | Town Of Fairfield       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Vehicle 6  | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 7  | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 8  | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 9  | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 10 | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 11 | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 12 | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 13 | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 14 | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 15 | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 16 | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 17 | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 18 | /               |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |

# Traditional Section 5310 Capital Application

|            | Year/Model | Vehicle Type | Vehicle ID # (VIN) | Vehicle License Plate # | Passenger/ Wheelchair Capacity | Current Mileage | Special Equipment | Original Funding Source | Replacing vehicle w/ this application?                   |
|------------|------------|--------------|--------------------|-------------------------|--------------------------------|-----------------|-------------------|-------------------------|--|
| Vehicle 19 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 20 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |

## Current Vehicle Inventory – Continued

|            | Year/Model   | Vehicle Type | Vehicle ID # (VIN) | Vehicle License Plate # | Passenger/ Wheelchair Capacity | Current Mileage | Special Equipment | Original Funding Source | Replacing vehicle w/ this application?                              |
|------------|--------------|--------------|--------------------|-------------------------|--------------------------------|-----------------|-------------------|-------------------------|---|
|            | 2009/Example | SB           | 2BDEE2E4U5G78890   | SB14392                 | 10/21                          | 125,000         | Lift-ramp         | Section 5310/DSS        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 21 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 22 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 23 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 24 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 25 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 26 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 27 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 28 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 29 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 30 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 31 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 32 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 33 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 34 | /            |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |

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# Traditional Section 5310 Capital Application

|            | Year/Model | Vehicle Type | Vehicle ID # (VIN) | Vehicle License Plate # | Passenger/ Wheelchair Capacity | Current Mileage | Special Equipment | Original Funding Source | Replacing vehicle w/ this application?                   |
|------------|------------|--------------|--------------------|-------------------------|--------------------------------|-----------------|-------------------|-------------------------|--|
| Vehicle 35 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 36 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 37 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 38 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 39 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 40 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |

## Current Vehicle Inventory – Continued

|            | Year/Model   | Vehicle Type | Vehicle ID # (VIN)  | Vehicle License Plate # | Passenger/ Wheelchair Capacity | Current Mileage | Special Equipment | Original Funding Source | Replacing vehicle w/ this application?                              |
|------------|--------------|--------------|---------------------|-------------------------|--------------------------------|-----------------|-------------------|-------------------------|---|
|            | 2009/Example | SB           | 2FDEE51234U567S8901 | SB143924                | 10/25                          | 125,000         | Lift-ramp         | Section 5310/DSS        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 41 | /            |              |                     |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 42 | /            |              |                     |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 43 | /            |              |                     |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 44 | /            |              |                     |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 45 | /            |              |                     |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 46 | /            |              |                     |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 47 | /            |              |                     |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 48 | /            |              |                     |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 49 | /            |              |                     |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
| Vehicle 50 | /            |              |                     |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No            |

# Traditional Section 5310 Capital Application

|            | Year/Model | Vehicle Type | Vehicle ID # (VIN) | Vehicle License Plate # | Passenger/ Wheelchair Capacity | Current Mileage | Special Equipment | Original Funding Source | Replacing vehicle w/ this application?                   |
|------------|------------|--------------|--------------------|-------------------------|--------------------------------|-----------------|-------------------|-------------------------|--|
| Vehicle 51 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 52 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 53 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 54 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 55 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 56 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 57 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 58 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 59 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vehicle 60 | /          |              |                    |                         |                                |                 |                   |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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28. Maintenance of vehicles/project equipment is a priority of CTDOT. Who would perform the maintenance for your vehicle?

Town of Fairfield DPW Garage for general repairs/service, Hine Brothers Truck for D.O.T. inspections, Advanced Wheels for wheel chair lift service and inspection

29. Describe in detail your organization's vehicle maintenance plan or the maintenance required by your service contract agreement. Include the schedule for maintenance.

Each vehicle gets a quarterly service and safety inspection, a once a year D.O.T. inspection and a wheel chair lift preventative maintenance service. Jan 1-P.M. service and safety inspection, April 1-P.M. service and safety inspection, July 1 -P.M service, D.O.T. inspection and wheel chair lift service and inspection. Oct. 1-P.M. service and safety inspection.

30. If your organization has a vehicle that does not meet minimum useful life requirements to be eligible for replacement but needs to be replaced due to excessive maintenance, please complete the question below. See Appendix A - Definitions, Useful Life In Application Instructions packet.

You may skip to the Transportation Budget section if your vehicle has reached its minimum useful life.

Describe the major component problems. These may include repeated engine replacement, excessive brake and transmission replacement, excessive repairs during warrantee period due to design flaw, or repair costs that amount to more than the vehicle replacement cost. Please attach copies of the repair bills or letters that have been submitted to the vendor and/or original equipment manufacturer with this application.

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### III. Transportation Budget

|   |              |
|---|--------------|
| <b>Estimated Operating Expenses<sup>2</sup></b>   |              |
| a. Wages, Salaries & Benefits   | \$139,899.00 |
| b. Maintenance & Repair   | \$4,500.00   |
| c. Fuel   | \$4,700.00   |
| d. Insurance  | \$           |
| e. Administrative Overhead & General Expenses   | \$           |
| f. Contract Services (specify): _____   | \$           |
| g. Other Expenses (specify): _____  | \$           |
| <b>TOTAL OPERATING EXPENSES \$149,099.00</b>  |              |
| <b>Estimated Operating Income<sup>3</sup></b>   |              |
| a. Passenger Revenue  | \$3,848.00   |
| b. Other Funding Sources (Ex. Fundraisers, Donations, Budget, Grants)                                       |              |
| Funding Source 1 - _____  | \$0.00       |
| Funding Source 2 - _____  | \$0.00       |
| Funding Source 3 - _____  | \$           |
| Funding Source 4 - _____  | \$           |
| Funding Source 5 - _____  | \$           |
| Funding Source 6 - _____  | \$           |
| <b>TOTAL OPERATING INCOME \$3,848.00</b>  |              |
| <b>Total Vehicle Cost<sup>4</sup></b>   |              |
| a. Vehicle 1 Cost   | \$60,000.00  |
| b. Vehicle 2 Cost   | \$           |
| <b>TOTAL VEHICLE COST \$60,000.00</b>   |              |
| <b>Federal Subsidy Requested<sup>5</sup></b>  |              |
| a. Vehicle 1 FTA Subsidy Amount (80% of Vehicle 1 Cost)   | \$48,000.00  |
| b. Vehicle 2 FTA Subsidy Amount (80% of Vehicle 2 Cost)   | \$0.00       |
| <b>TOTAL FEDERAL SUBSIDY REQUESTED \$48,000.00</b>  |              |
| <b>Source of Match</b>  |              |
| a. Source of Match - Vehicle 1 (specify): <u>senior center donations town account</u><br><u>(010-27930)</u> | \$15,000.00  |
| b. Source of Match - Vehicle 2 (specify): <u>0</u>  | \$0.00       |

<sup>2</sup> Estimate all of the expenses associated with operating the requested vehicle(s).

<sup>3</sup> Indicate how your organization will pay for the expenses associated with operating the requested vehicle.

<sup>4</sup> See Appendix J in Application Instructions for vehicle pricing. Call CTDOT with any questions.

<sup>5</sup> The FTA will pay 80% of the cost of an accessible vehicle, not to exceed the amount estimated in the application or 80% of the actual vehicle cost, whichever is lower. The awarded recipient must fund the remaining cost (match).

**Traditional Section 5310 Capital Application**

**TOTAL MATCH** **\$15,000.00**

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### IV. Applicant Signature

**Signature Required:** By signing or typing my name on the signature line below, I confirm that I have completed this application to the best of my knowledge on behalf of my organization, and that I have read and understand the application instructions associated with this Section 5310 application. I have made a copy of the completed application packet for my records.

Grant Applicant Signature<sup>6</sup>: Teresa Diegenbach Date: 3/24/17

<sup>6</sup> Name of person who completed the grant application. May differ from the program contact.

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### V. Certification for Private Nonprofit Organizations and Eligible Public Bodies

Federal Transit Administration Section 5310 Program  
Federal Fiscal Year 2016

Title 49 U.S.C. 5310(a)(1) authorizes funding for public transportation capital projects planned, designed and carried out to meet the special needs of elderly individuals and individuals with disabilities.

Title 49 U.S.C. 5310(a)(2) provides that a State may allocate the funds apportioned to it to a governmental authority that certifies that there are not any non-profit organizations readily available in the area to provide the special transportation services.

I Michael C. Tetreau certify that there are no non-profit  
(Name of Authorized Official)

organizations serving Fairfield CT

(Name of Organization)

which meet the special transportation needs of seniors and individuals with disabilities.

  
\_\_\_\_\_  
Signature of Authorized Official<sup>7</sup>

3-24-2017  
Date

<sup>7</sup> Authorized official may be an Executive Director, Mayor or First Selectman.

## **Traditional Section 5310 Capital Application**

### **VI. Public Notice**

A public notice must be published (printed) in a major newspaper with the greatest appropriate readership in the proposed service area. The public notice must be published no later than **Friday, March 10, 2017**. Any public notice that appears after this date will render the grant application incomplete and ineligible for CTDOT/RPO review. Both a copy of the public notice and a copy of the paid invoice from the newspaper (tear sheet) must be attached to this application.

References in parentheses ( ) should be changed to reflect the information applicable to your organization and the proposed service.

The notice should be consistent with the following format:

Public Notice  
to  
Bus and Taxi Operators

(Name of Your Organization) is applying for a capital grant under Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Act, as amended in the Fixing America's Surface Transportation Act [FAST] legislation, to (replace/acquire) vehicles to be used in meeting the special transportation needs of seniors and/or individuals with disabilities in the (geographic area to be served).

Any interested transit or paratransit operator in the proposed service area may review the proposed application by contacting (Name, Address, and Phone Number of person in your organization to be contacted).

A public hearing will be held if requested by interested parties.

Any comments should then be sent to (Name of your Organization) with a copy to the (Regional Planning Organization in your area). Comments must be received no later than seven (7) days following publication of the Legal Notice.



**Traditional Section 5310 Capital Application**

**VII. Letter of Notification to Private Transit and Paratransit Operators**

Below is a sample letter of notification that should be sent to private and paratransit operators in your organization's region before the Public Notice is placed in a major newspaper. A copy of this letter as it was sent must be included with your application; CTDOT will not accept a listing of individuals to whom the letter was sent as sufficient confirmation.

Private transit and paratransit operators include taxi operators, public transit operators; providers of ADA paratransit service, nonprofit organizations that provide transportation, municipalities or public entities that provide transportation and livery operators. Letters of notification should be sent to all operators that provide transportation services within a 5-10 mile radius of your proposed service area (NOT your organization's office location, which may be different). CTDOT would like to see a minimum of five (5) letters (copies) included in the application but recognizes rural areas and/or those with limited existing transportation options may have less.

-----

Date

Private Transit and  
Paratransit Operators  
Proposed Service Area, CT

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on (date) in the (major newspaper in proposed service area).

Please call me if you have any questions.

Very truly yours,

Executive Director/Authorized Official  
Private Nonprofit Organization/ Public Body

Enclosure

## Traditional Section 5310 Capital Application

### Section 5310 Application Checklist

*Applications must be received by 4:00 p.m. on Friday, March 24, 2017. Please ensure each question has been answered. Refer to the Application Instructions packet for information on how to submit the application.*

*We suggest you review your application for accuracy. If you are selected as a grant recipient, this application will become part of your agreement with the State of Connecticut.*

***Do not submit information beyond what is requested for the application. It will be discarded.***

***Did you remember to:***

- ☒ Submit one original application to CTDOT?
- ☒ Submit one copy of your application to your local RPO?
- ☐ Attach a copy of your organization's Articles of Incorporation? (Municipalities are exempt).
- ☐ Attach a copy of your organization's Certification for Private Non-Profit Organizations and Eligible Public Bodies?
- ☒ Attach a copy of the Public Notice published in a major newspaper?
- ☒ Attach a copy of the Public Notice paid invoice from the newspaper (tear sheet)?
- ☒ Attach a copy of each letter sent to agencies and operators notified of your organization's Public Notice?
- ☐ Attach purchase of service agreements, interagency agreements or documentation of unsuccessful coordination efforts? (If applicable)
- ☐ Attach copies of the repair bills or letters that have been submitted to the vendor and/or original equipment manufacturer of your current vehicle if it has had excessive maintenance? (If applicable)
- ☐ Attach written comments received from interested parties? (If applicable)
- ☒ Sign the application?

**HEARST****CONNECTICUT  
MEDIA GROUP**

CONNECTICUT POST | THE NEWS-TIMES | THE ADVOCATE | The Hour | GREENWICH TIME  
 Darien News | Fairfield Citizen | New Canaan News | The Spectrum | Westport News | Wilton Villager

**Order Confirmation**

**Ad Order Number**  
0002237852

**Customer Account**  
240333

**Sales Rep.**  
esasser

**Customer Information**  
TERESA GIEGENGACK

**Order Taker**  
esasser

Bigelow Center for Senior Activities ✓  
FAIRFIELD CT 06824  
USA

**Ordered By**  
Teresa

**Phone:** 2032563169

**Order Source**  
Phone

**Fax:**  
**EMail:** tglegengack@fairfieldct.org

**Ad Cost**  
\$286.52

**Payment Amt**  
\$286.52

**Amount Due**  
\$0.00

**Blind Box**

**Materials**

**Order Notes**

**Ad Number**  
0002237852-01

**External Ad #**

**Pick Up Number**

**Ad Type**  
Legal Liners

**Ad Size**  
1 X 50 II

**PO Number**

**Color**  
\$0.00

**Color Requests**

**Product and Zone**  
Connecticut Post

**# Inserts**  
1

**Placement**  
Public Notices

Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
3/10/2017

**Product and Zone**  
Connpost.com

**# Inserts**  
1

**Placement**  
Public Notices

Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
3/10/2017

**Ad Content Proof**

Note: Ad also does not reflect actual ad

**Public Notice**

To

Bus and Taxi Operators

The Town of Fairfield CT is applying for a capital grant under Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Act, as amended in the Fixing America's Surface Transportation Act (FAST) legislation, to acquire vehicles used in meeting the special transportation needs of seniors and/or individuals with disabilities in Fairfield, CT.

Any interested transit or paratransit operator in the proposed service area may review the proposed application by contacting Teresa Giegengack, Director, Fairfield Bigelow Center for Senior Activities, 100 Mona Terrace, Fairfield, CT 06824, 203-256-3169.

A public hearing will be held if requested by interested parties.

Any comments should then be sent to the Town of Fairfield Bigelow Center for Senior activities with a copy to the CT Metropolitan Council of Government, 1000 Lafayette Boulevard, Suite 925, Bridgeport, CT 06604. Comments must be received no later than (7) days following publication of the Legal Notice.

## PUBLIC NOTICES

ORIGIN: LIBERIA; TO: RAYVIO; 13 SEP 1974; KIN 11 0000Z



#1

(24.)

## Town of Fairfield

Fairfield Senior Center  
100 Mona Terrace

Fairfield, Connecticut 06824  
Human & Social Services

(203) 256-3166  
FAX (203) 254-4758

March 9, 2017

ITN Coastal CT  
Attn. Ms. Heather Steeves  
303 Linwood Ave.  
Fairfield, CT 06824

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on Friday, March 10, 2017 in the CT Post newspaper.

Please call me at 203-256-3169 if you have any questions.

Very truly yours,

Teresa Giegengack  
Director of Human and Social Services  
Bigelow Center for Senior Activities  
100 Mona Terrace  
Fairfield, CT 06824

**HEARST** | **CONNECTICUT MEDIA GROUP**

CONNECTICUT POST | THE NEWS-TIMES | THE ADVOCATE | The Hour | GREENWICH TIME  
Darien News | Fairfield Citizen | New Canaan News | The Spectrum | Westport News | Wilton Villager

**Order Confirmation**

|                                      |   |
|--------------------------------------|---|
| <b>Ad Order Number</b><br>0002237852 | <b>Customer Account</b><br>240333   |
| <b>Sales Rep.</b><br>888888          | <b>Customer Information</b><br>TERESA GIEGENGACK<br>Bigelow Center for Senior Activities<br>FAIRFIELD CT 06824<br>USA |
| <b>Order Taker</b><br>888888         | <b>Phone:</b> 2032663189<br><b>Fax:</b><br><b>Email:</b> tlgiegengack@fairfieldct.org                                 |
| <b>Ordered By</b><br>Teresa          |   |
| <b>Order Source</b><br>Phone         |   |

**Ad Content Proof**  
Note: Ad size does not reflect actual ad

**Public Notice**

To

**Bus and Taxi Operators**

The Town of Fairfield CT is applying for a capital grant under Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Act, as amended in the Fixing America's Surface Transportation Act (FAST) legislation, to acquire vehicles used in meeting the special transportation needs of seniors and/or individuals with disabilities in Fairfield, CT.

Any interested transit or paratransit operator in the proposed service area may review the proposed application by contacting Teresa Giegengack, Director, Fairfield Bigelow Center for Senior Activities, 100 Mona Terrace, Fairfield, CT 06824, 203-266-3189.

A public hearing will be held if requested by interested parties.

Any comments should then be sent to the Town of Fairfield Bigelow Center for Senior activities with a copy to the CT Metropolitan Council of Government, 1000 Lafayette Boulevard, Suite 925, Bridgeport, CT 06604. Comments must be received no later than (7) days following publication of the Legal Notice.

|                            |                                |                             |
|----------------------------|--------------------------------|-----------------------------|
| <b>Ad Cost</b><br>\$286.52 | <b>Payment Amt</b><br>\$286.52 | <b>Amount Due</b><br>\$0.00 |
|----------------------------|--------------------------------|-----------------------------|

**Blind Box**      **Materials**

**Order Notes**

|                                   |                             |                       |
|-----------------------------------|-----------------------------|-----------------------|
| <b>Ad Number</b><br>0002237852-01 | <b>External Ad #</b>        | <b>Pick Up Number</b> |
| <b>Ad Type</b><br>Legal Liners    | <b>Ad Size</b><br>1 X 50 li | <b>PO Number</b>      |
| <b>Color</b><br>\$0.00            | <b>Color Requests</b>       |                       |

|   |                       |                                    |
|---|-----------------------|------------------------------------|
| <b>Product and Zone</b><br>Connecticut Post | <b># Inserts</b><br>1 | <b>Placement</b><br>Public Notices |
|---|-----------------------|------------------------------------|

Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
3/10/2017

|   |                       |                                    |
|---|-----------------------|------------------------------------|
| <b>Product and Zone</b><br>Connpost.com | <b># Inserts</b><br>1 | <b>Placement</b><br>Public Notices |
|---|-----------------------|------------------------------------|

Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
3/10/2017



# 2.

## Town of Fairfield

Fairfield Senior Center  
100 Mona Terrace

Fairfield, Connecticut 06824  
Human & Social Services

(203) 256-3166  
FAX (203) 254-4768

March 9, 2017

Greater Bridgeport Transit  
Mr. Steve De Michele  
Manager of Planning and Service Development  
One Cross Street  
Bridgeport, CT 06610

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on Friday, March 10, 2017 in the CT Post newspaper.

Please call me at 203-256-3169 if you have any questions.

Very truly yours,

Teresa Giegengack  
Director of Human and Social Services  
Bigelow Center for Senior Activities  
100 Mona Terrace  
Fairfield, CT 06824

(21)

**HEARST** | **CONNECTICUT MEDIA GROUP**

CONNECTICUT POST | THE NEWS-TIMES | THE ADVOCATE | The Hour | GREENWICH TIME  
Darlen News | Fairfield Citizen | New Canaan News | The Spectrum | Westport News | Wilton Villager

**Order Confirmation**

|                                      |   |
|--------------------------------------|---|
| <b>Ad Order Number</b><br>0002237852 | <b>Customer Account</b><br>240333   |
| <b>Sales Rep.</b><br>asasser         | <b>Customer Information</b><br>TERESA GIEGENGACK<br>Bigelow Center for Senior Activities<br>FAIRFIELD CT 06824<br>USA |
| <b>Order Taker</b><br>asasser        | <b>Phone:</b> 2032563169<br><b>Fax:</b><br><b>Email:</b> tglegengack@fairfieldct.org                                  |
| <b>Ordered By</b><br>Teresa          |   |
| <b>Order Source</b><br>Phone         |   |

**Ad Content Proof**  
Note: Ad size does not reflect actual ad

**Public Notice**

**To**  
**Bus and Taxi Operators**

The Town of Fairfield CT is applying for a capital grant under Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Act, as amended in the Fixing America's Surface Transportation Act (FAST) legislation, to acquire vehicles used in meeting the special transportation needs of seniors and/or individuals with disabilities in Fairfield, CT.

Any interested transit or paratransit operator in the proposed service area may review the proposed application by contacting Teresa Giegengack, Director, Fairfield Bigelow Center for Senior Activities, 100 Mona Terrace, Fairfield, CT 06824, 203-256-3169.

A public hearing will be held if requested by interested parties.

Any comments should then be sent to the Town of Fairfield Bigelow Center for Senior activities with a copy to the CT Metropolitan Council of Government, 1000 Lafayette Boulevard, Suite 825, Bridgeport, CT 06604. Comments must be received no later than (7) days following publication of the Legal Notice.

|                            |                                |                             |
|----------------------------|--------------------------------|-----------------------------|
| <b>Ad Cost</b><br>\$286.52 | <b>Payment Amt</b><br>\$286.52 | <b>Amount Due</b><br>\$0.00 |
|----------------------------|--------------------------------|-----------------------------|

**Blind Box**      **Materials**

**Order Notes**

|                                   |                             |                       |
|-----------------------------------|-----------------------------|-----------------------|
| <b>Ad Number</b><br>0002237852-01 | <b>External Ad #</b>        | <b>Pick Up Number</b> |
| <b>Ad Type</b><br>Legal Liners    | <b>Ad Size</b><br>1 X 50 II | <b>PO Number</b>      |
| <b>Color</b><br>\$0.00            | <b>Color Requests</b>       |                       |

|   |                       |                                    |
|---|-----------------------|------------------------------------|
| <b>Product and Zone</b><br>Connecticut Post | <b># Inserts</b><br>1 | <b>Placement</b><br>Public Notices |
|---|-----------------------|------------------------------------|

Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
3/10/2017

|   |                       |                                    |
|---|-----------------------|------------------------------------|
| <b>Product and Zone</b><br>Connpost.com | <b># Inserts</b><br>1 | <b>Placement</b><br>Public Notices |
|---|-----------------------|------------------------------------|

Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
3/10/2017





# 3

## Town of Fairfield

Fairfield Senior Center  
100 Mona Terrace

Fairfield, Connecticut 06824  
Human & Social Services

(203) 256-3166  
FAX (203) 254-4758

March 9, 2017

Ace Cab  
Attn. Mr. Ray Longo  
65 Stillman St.  
Bridgeport, CT 06608

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on Friday, March 10, 2017 in the CT Post newspaper.

Please call me at 203-256-3169 if you have any questions.

Very truly yours,

Teresa Giegengack  
Director of Human and Social Services  
Bigelow Center for Senior Activities  
100 Mona Terrace  
Fairfield, CT 06824

**HEARST****CONNECTICUT  
MEDIA GROUP**

CONNECTICUT POST | THE NEWS-TIMES | THE ADVOCATE | The Hour | GREENWICH TIME  
 Darien News | Fairfield Citizen | New Canaan News | The Spectrum | Westport News | Wilton Villager

**Order Confirmation****Ad Order Number**

0002237852

**Customer Account**

240333

**Sales Rep**  
ssasser**Customer Information**  
TERESA GIEGENGACK

Bigelow Center for Senior Activities

**Order Taker**

ssasser

FAIRFIELD CT 06824

USA

**Ordered By**

Teresa

**Phone:** 2032563169**Fax:****EMail:** tgiegengack@fairfieldct.org**Order Source**

Phone

**Ad Content Proof**

Note: Ad also does not reflect actual ad

**Public Notice****To****Bus and Taxi Operators**

The Town of Fairfield CT is applying for a capital grant under Section 6310 Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Act, as amended in the Fixing America's Surface Transportation Act (FAST) legislation, to acquire vehicles used in meeting the special transportation needs of seniors and/or individuals with disabilities in Fairfield, CT.

Any interested transit or paratransit operator in the proposed service area may review the proposed application by contacting Teresa Giegengack, Director, Fairfield Bigelow Center for Senior Activities, 100 Mona Terrace, Fairfield, CT 06824, 203-256-3169.

A public hearing will be held if requested by interested parties.

Any comments should then be sent to the Town of Fairfield Bigelow Center for Senior activities with a copy to the CT Metropolitan Council of Government, 1000 Lafayette Boulevard, Suite 826, Bridgeport, CT 06604. Comments must be received no later than (7) days following publication of the Legal Notice.

**Ad Cost**

\$286.52

**Payment Amt**

\$286.52

**Amount Due**

\$0.00

**Blind Box****Materials****Order Notes****Ad Number**  
0002237852-01**External Ad #****Pick Up Number****Ad Type**  
Legal Liners**Ad Size**  
1 X 50 II**PQ Number****Color**  
\$0.00**Color Requests****Product and Zone**

Connecticut Post

**# Inserts**

1

**Placement**

Public Notices

Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**

3/10/2017

**Product and Zone**

Connpost.com

**# Inserts**

1

**Placement**

Public Notices

Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**

3/10/2017



30  
# 4

## Town of Fairfield

Fairfield Senior Center  
100 Mona Terrace

Fairfield, Connecticut 06824  
Human & Social Services

(203) 256-3166  
FAX (203) 254-4758

March 9, 2017

Connecticut In-Home Assistance  
Attn. Diane Fekete  
2285 Reservoir Ave.  
Trumbull, CT 06611

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on Friday, March 10, 2017 in the CT Post newspaper.

Please call me at 203-256-3169 if you have any questions.

Very truly yours,

Teresa Giegengack  
Director of Human and Social Services  
Bigelow Center for Senior Activities  
100 Mona Terrace  
Fairfield, CT 06824

(31.)

**HEARST CONNECTICUT MEDIA GROUP**

CONNECTICUT POST | THE NEWS-TIMES | THE ADVOCATE | The Hour | GREENWICH TIME  
Darlen News | Fairfield Citizen | New Canaan News | The Spectrum | Westport News | Wilton Villager

**Order Confirmation**

|                                      |   |
|--------------------------------------|---|
| <b>Ad Order Number</b><br>0002237852 | <b>Customer Account</b><br>240333   |
| <b>Sales Rep.</b><br>asassor         | <b>Customer Information</b><br>TERESA GIEGENGACK<br>Bigelow Center for Senior Activities<br>FAIRFIELD CT 06824<br>USA |
| <b>Order Taker</b><br>asassor        |   |
| <b>Ordered By</b><br>Teresa          | <b>Phone:</b> 2032563169  |
| <b>Order Source</b><br>Phone         | <b>Fax:</b><br><b>Email:</b> tglegengack@fairfieldct.org  |

**Ad Content Proof**  
Note: Ad size does not reflect actual ad

**Public Notice**  
To  
Bus and Taxi Operators

The Town of Fairfield CT is applying for a capital grant under Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Act, as amended in the Fixing America's Surface Transportation Act (FAST) legislation, to acquire vehicles used in meeting the special transportation needs of seniors and/or individuals with disabilities in Fairfield, CT.

Any interested transit or paratransit operator in the proposed service area may review the proposed application by contacting Teresa Giegengack, Director, Fairfield Bigelow Center for Senior Activities, 100 Mona Terrace, Fairfield, CT 06824, 203-256-3169.

A public hearing will be held if requested by interested parties.

Any comments should then be sent to the Town of Fairfield Bigelow Center for Senior Activities with a copy to the CT Metropolitan Council of Government, 1000 Lafayette Boulevard, Suite 925, Bridgeport, CT 06604. Comments must be received no later than (7) days following publication of the Legal Notice.

|                            |                                |                             |
|----------------------------|--------------------------------|-----------------------------|
| <b>Ad Cost</b><br>\$286.52 | <b>Payment Amt</b><br>\$286.52 | <b>Amount Due</b><br>\$0.00 |
|----------------------------|--------------------------------|-----------------------------|

**Blind Box**      **Materials**

**Order Notes**

|                                   |                             |                       |
|-----------------------------------|-----------------------------|-----------------------|
| <b>Ad Number</b><br>0002237852-01 | <b>External Ad #</b>        | <b>Pick Up Number</b> |
| <b>Ad Type</b><br>Legal Liners    | <b>Ad Size</b><br>1 X 50 II | <b>PO Number</b>      |
| <b>Color</b><br>\$0.00            | <b>Color Requests</b>       |                       |

|   |                       |                                    |
|---|-----------------------|------------------------------------|
| <b>Product and Zone</b><br>Connecticut Post | <b># Inserts</b><br>1 | <b>Placement</b><br>Public Notices |
|---|-----------------------|------------------------------------|

Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
3/10/2017

|   |                       |                                    |
|---|-----------------------|------------------------------------|
| <b>Product and Zone</b><br>Connpost.com | <b># Inserts</b><br>1 | <b>Placement</b><br>Public Notices |
|---|-----------------------|------------------------------------|

Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
3/10/2017

#5



## Town of Fairfield

Fairfield Senior Center  
100 Mona Terrace

Fairfield, Connecticut 06824  
Human & Social Services

(203) 256-3166  
FAX (203) 254-4758

March 9, 2017

Kennedy Center, Inc.  
Transportation Services  
Attn. Mr. Robert Carlucci  
2440 Reservoir Ave.  
Trumbull, CT 06611

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on Friday, March 10, 2017 in the CT Post newspaper.

Please call me at 203-256-3169 if you have any questions.

Very truly yours,

Teresa Glegengack  
Director of Human and Social Services  
Bigelow Center for Senior Activities  
100 Mona Terrace  
Fairfield, CT 06824

**HEARST | CONNECTICUT MEDIA GROUP**

CONNECTICUT POST | THE NEWS-TIMES | THE ADVOCATE | The Hour | GREENWICH TIME  
 Darien News | Fairfield Citizen | New Canaan News | The Spectrum | Westport News | Wilton Villager

**Order Confirmation**

|                                      |   |
|--------------------------------------|---|
| <b>Ad Order Number</b><br>0002237852 | <b>Customer Account</b><br>240333   |
| <b>Sales Rep.</b><br>assaser         | <b>Customer Information</b><br>TERESA GIEGENGACK<br>Bigelow Center for Senior Activities<br>FAIRFIELD CT 06824<br>USA |
| <b>Order Taker</b><br>assaser        |   |
| <b>Ordered By</b><br>Teresa          | <b>Phone:</b> 2032563169  |
| <b>Order Source</b><br>Phone         | <b>Fax:</b><br><b>EMail:</b> tglegengack@fairfieldct.org  |

**Ad Content Proof**  
 Notes: Ad does not reflect actual ad

**Public Notice**

To

**Bus and Taxi Operators**

The Town of Fairfield CT is applying for a capital grant under Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Act, as amended in the Fixing America's Surface Transportation Act (FAST) legislation, to acquire vehicles used in meeting the special transportation needs of seniors and/or individuals with disabilities in Fairfield, CT.

Any interested transit or paratransit operator in the proposed service area may review the proposed application by contacting Teresa Giegengack, Director, Fairfield Bigelow Center for Senior Activities, 100 Mona Terrace, Fairfield, CT 06824, 203-256-3169.

A public hearing will be held if requested by interested parties.

Any comments should then be sent to the Town of Fairfield Bigelow Center for Senior activities with a copy to the CT Metropolitan Council of Government, 1000 Lafayette Boulevard, Suite 925, Bridgeport, CT 06604. Comments must be received no later than (7) days following publication of the Legal Notice.

|                |                    |                   |
|----------------|--------------------|-------------------|
| <b>Ad Cost</b> | <b>Payment Amt</b> | <b>Amount Due</b> |
| \$286.52       | \$286.52           | \$0.00            |

**Blind Box**      **Materials**

**Order Notes**

|                                   |                             |                       |
|-----------------------------------|-----------------------------|-----------------------|
| <b>Ad Number</b><br>0002237852-01 | <b>External Ad #</b>        | <b>Pick Up Number</b> |
| <b>Ad Type</b><br>Legal Liners    | <b>Ad Size</b><br>1 X 50 II | <b>PO Number</b>      |
| <b>Color</b><br>\$0.00            | <b>Color Requests</b>       |                       |

|                         |                  |                  |
|-------------------------|------------------|------------------|
| <b>Product and Zone</b> | <b># Inserts</b> | <b>Placement</b> |
| Connecticut Post        | 1                | Public Notices   |

Notes: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
3/10/2017

|                         |                  |                  |
|-------------------------|------------------|------------------|
| <b>Product and Zone</b> | <b># Inserts</b> | <b>Placement</b> |
| Connpost.com            | 1                | Public Notices   |

Notes: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
3/10/2017

#6



## Town of Fairfield

**Fairfield Senior Center**  
100 Mona Terrace

**Fairfield, Connecticut 06824**  
**Human & Social Services**

**(203) 256-3166**  
**FAX (203) 254-4758**

March 9, 2017

Curtin Transportation Group  
Attn. Mr. David Tomaski  
339 Ferry Blvd.  
Stratford, CT 06615

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on Friday, March 10, 2017 in the CT Post newspaper.

Please call me at 203-256-3169 if you have any questions.

Very truly yours,

A handwritten signature in cursive script, reading "Teresa Giegengack".

**Teresa Giegengack**  
**Director of Human and Social Services**  
**Bigelow Center for Senior Activities**  
**100 Mona Terrace**  
**Fairfield, CT 06824**

**HEARST****CONNECTICUT  
MEDIA GROUP**

CONNECTICUT POST | THE NEWS-TIMES | THE ADVOCATE | ~~The Hour~~ | GREENWICH TIME  
 Darien News | Fairfield Citizen | New Canaan News | The Spectrum | Westport News | Wilton Villager

**Order Confirmation**

**Ad Order Number**  
0002237852

**Customer Account**  
240333

**Sales Rep.**  
assessor

**Customer Information**  
TERESA GIEGENGACK  
Bigelow Center for Senior Activities  
FAIRFIELD CT 06824  
USA

**Order Taker**  
assessor

**Ordered By**  
Teresa

**Phone:** 2032563169

**Order Source**  
Phone

**Fax:**

**EMail:** tgiegengack@fairfieldct.org

**Ad Content Proof**

Note: Ad size does not reflect actual ad

**Public Notice**

To

Bus and Taxi Operators

The Town of Fairfield CT is applying for a capital grant under Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Act, as amended in the Fixing America's Surface Transportation Act (FAST) legislation, to acquire vehicles used in meeting the special transportation needs of seniors and/or individuals with disabilities in Fairfield, CT.

Any interested transit or paratransit operator in the proposed service area may review the proposed application by contacting Teresa Giegengack, Director, Fairfield Bigelow Center for Senior Activities, 100 Mona Terrace, Fairfield, CT 06824, 203-256-3169.

A public hearing will be held if requested by interested parties.

Any comments should then be sent to the Town of Fairfield Bigelow Center for Senior activities with a copy to the CT Metropolitan Council of Government, 1000 Lafayette Boulevard, Suite 925, Bridgeport, CT 06604. Comments must be received no later than (7) days following publication of the Legal Notice.

**Ad Cost** \$266.52  
**Payment Amt** \$266.52  
**Amount Due** \$0.00

**Blind Box** **Materials****Order Notes**

**Ad Number** 0002237852-01  
**External Ad #**  
**Pick Up Number**

**Ad Type** Legal Liners  
**Ad Size** 1 X 50 H  
**PQ Number**

**Color** \$0.00  
**Color Requests**

**Product and Zone** Connecticut Post  
**# Inserts** 1  
**Placement** Public Notices

Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
3/10/2017

**Product and Zone** Connpost.com  
**# Inserts** 1  
**Placement** Public Notices

Note: Retail Display Ads May Not End in Identified Placement

**Run Dates**  
3/10/2017



# **BIGELOWCENTER**

## **FOR SENIOR ACTIVITIES**

**BUS TRANSPORTATION 203-256-3168**

**[seniortransportation@fairfieldct.org](mailto:seniortransportation@fairfieldct.org)**

**MONDAY THROUGH FRIDAY 8:30am TO 2:30pm**

The Town of Fairfield provides curb-to-curb bus services to Fairfield residents who are seniors 60 years and older, people with disabilities (all buses are wheelchair lift equipped), and Veterans for:

- Daily trips to the Senior Center and Social Services
- Weekly grocery shopping
- Medical appointments
- Special approved trips
- Library
- Mall and Hairdresser

Physically frail individuals may enter and exit the vehicles using assistive devices such as canes or walkers with minimum assistance from the driver. Individuals in wheelchairs will receive assistance to enter the wheelchair lift that will be secured by the driver. The drivers are not permitted to assist individuals to enter or exit their homes. Riders must be capable of entering and exiting the vehicles and their homes on their own or with the assistance of an escort.

**Winter weather policy:** Announcements will be made on the radio WICC 600 AM and WEZN 99.9 FM and Television on Channels 3, 8, and 12. If the Fairfield Public Schools are closed due to the weather the Senior Center will be closed and there will be no transportation. If the schools have a delayed opening the Senior Center will open at 11:00 AM and transportation will also be delayed. Please call to reschedule medical appointments on the following business day.

To request appointments for bus rides:

- Submit Fairfield Senior Center Member Registration Form.
- Please make appointments as soon as possible to avoid being turned away, first reserved – first served.
- Please notify of cancellations as soon as possible to avoid unnecessary trips.
- Notify dispatcher of disabilities, i.e. wheelchair.
- Those not ambulatory require an aide.
- Members must be ready one hour prior to appointment, please be prompt.

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### Fees:

- Payment for a ticket is not available on the bus unless prior arrangements have been made.
- A \$5.00 ten punch ticket may be obtained at the transportation office: 100 Mona Terrace.
 

|                     |                                  |
|---------------------|----------------------------------|
| Senior Center:      | one punch (.50 cents) round trip |
| Fairfield Doctors:  | two punches (\$1.00) each way    |
| Bridgeport Doctors: | four punches (\$2.00) each way   |
| Grocery shopping:   | one punch (.50) round trip       |
| Library:            | one punch (.50) round trip       |

### Senior Center

- Daily to/ from
  - must be available for pick-up at 9:00 AM
  - return trips home from Center lobby at 12:30 and 2:30 PM
    - Tuesday and Thursday 2:30 trip when available
    - Doctors appointments have priority

### Medical

- Appointments are limited daily. Make appointments as soon as possible, not less than 24 hours in advance. Must be prepared for pick-up one hour prior to appointment. Returns as soon as possible when notified.
- Medical appointments to Bridgeport between 10:30 AM and 1:30 PM. Returns only until 2:30 PM.
- Fairfield Doctors and Medical appointments 10:30 AM to 2:00 PM. Return until 3:00 PM.

### Grocery shopping:

To Stop and Shop, Shop Rite and Trader Joes

- For individuals: Tuesdays pick up after 9:00 AM
- Groups at Housing (Parish court, Trefoil, Pine Tree, Sullivan McKinney) Thursday pick-up 11:30 PM.
- Limit of three brown bags or five plastic bags to your door

Library: Wednesdays only to the Main Branch 9:00 AM pick up on the way into the Center, return pick up at 12:30 PM.

Hair Appointments: first and third Fridays

Mall: Second and fourth Fridays

# **BIGELOWCENTER**

## **FOR SENIOR ACTIVITIES**

### **Dial-A-Ride: 203-579-7777**

Dial-A-Ride supplements the town-provided Senior Center Transportation and the GBTA-provided fixed route buses and the ADA service. Service is available seven days a week. 6:00 AM to 10:00 PM. Applications are available at the Senior Center, 203-256-3125.

There are three target groups of Fairfielders: homebound senior citizens, homebound people with disabilities and veterans.

- Group trips for shopping and entertainment.
- Individual trips to friends, families, shopping, place of religious worship, etc.
- Veteran trips to West Haven VA Hospital

# BIGELOWCENTER

## FOR SENIOR ACTIVITIES

Guidebook for seniors, people with disabilities and veterans: [www.knowhowtogoc.org](http://www.knowhowtogoc.org)

| NAME                             | DESCRIPTION   | PHONE/Location   |
|----------------------------------|---|--|
| Fairfield Senior Bus             | <ul style="list-style-type: none"> <li>Provides service to Fairfield citizens for: doctor appointments in Fairfield and Bridgeport, grocery shopping, trips to The Senior Center, the Library (Wednesdays) and special approved trips.</li> <li>Call Dispatcher at 203-256-3168 for reservations and bus policies.</li> <li>Monday – Friday 8:30 a. m. to 2:30 p.m. 10 (ten) punch ticket \$5.00</li> </ul> | <p>203-256-3168<br/>Fairfield Senior Center<br/>100 Mona Terrace<br/>Fairfield, CT 06824<br/><a href="mailto:seniortransportation@fairfieldct.org">seniortransportation@fairfieldct.org</a></p>              |
| Greater Bridgeport Transit (GBT) | <ul style="list-style-type: none"> <li>One- Way fare is \$ 1.75 – daily year round service with special weekend and holiday hours; regional town service connecting to other rail and bus transportation;</li> <li>"Zip trip": Half- Fare: Persons displaying a valid Medicare, ADA or State Elderly/ Disabled ID card pay half- fare all the time.</li> </ul>  | <p>203-333-3031<br/><a href="http://www.gogbt.com">www.gogbt.com</a><br/>One Cross Street<br/>Bridgeport, CT 06610</p>   |
| ITN- Coastal CT                  | <ul style="list-style-type: none"> <li>Door-to-Door arm-in-arm transportation available 24/7. Annual Membership fee-reasonable rates per mile or hour-Service areas- Fairfield, Westport, Norwalk, Wilton, Easton</li> <li>Serves persons with low vision</li> </ul>  | <p>203-858-2001<br/><a href="http://www.ITNCoastalCT.org">www.ITNCoastalCT.org</a><br/>303 Linwood Avenue<br/>Fairfield, CT 06824</p>  |
| Dial-A- Ride                     | <ul style="list-style-type: none"> <li>Service available seven (7) days a week for Fairfield residents 65 years and older, veterans and persons with a disability; wheelchair accessible.</li> <li>Group trips for shopping, entertainment, places of worship, etc. VA Hospital</li> </ul>  | <p>203-256-3168<br/><a href="mailto:seniortransportation@fairfieldct.org">seniortransportation@fairfieldct.org</a><br/>Bigelow Center for Senior Activities<br/>100 Mona Terrace<br/>Fairfield, CT 06824</p> |

The Human Services Department is located at the Bigelow Center for Senior Activities, 100 Mona Terrace in Fairfield, CT. The department includes the Bigelow Center for Senior Activities, Social Services and Senior Bus Transportation.

The Bigelow Center offers "one-stop shopping" to persons age 55+ for information, referrals, advocacy programs and services. The Center promotes intergenerational activities. Programs and services are designed to enhance an individual's well-being, support independence and encourage involvement in community life. A Volunteer Coordinator trains and manages an active and diverse volunteer group.

## SENIOR BUS SERVICE

Transit curb-to-curb bus service is available with friendly, courteous and experienced drivers to Fairfield residents age 60+, people with disabilities and veterans for:

- Weekly shopping, including the mall, library, medical appointments, beauty and barber salon, and to the Bigelow Center for Senior Activities. Reservations are required. All vehicles are equipped with hydraulic wheelchair lifts.
- CT DOT "Dial-A-Ride" grant provides extended door-to-door weekday and weekend supplemental transit, including VA Hospital, West Haven. Senior trips applications available at Center.

## BIGELOW CENTER FOR SENIOR ACTIVITIES

Open: Monday – Friday 9:00 am to 3:30 pm,  
Thursday until 8:00 pm and  
Saturday 9:00 am to 12:00 noon.  
Anyone age 55 years + is welcome.  
There is no membership fee at this time.

### Activities & Programs

- ☐ Pickleball
- ☐ Fitness classes
- ☐ Yoga
- ☐ Tai Chi
- ☐ Meditation
- ☐ Arthritis exercise
- ☐ Lifelong Learners courses
- ☐ Open Computer lab classes & help
- ☐ Technology Tutoring
- ☐ AARP Driver Safety class
- ☐ Speakers & Special events
- ☐ Senior Issues Forums
- ☐ Museum & lunch trips
- ☐ Veterans Affairs
- ☐ Volunteer opportunities
- ☐ Aerobic dance
- ☐ "Live Well" classes/chronic health management
- ☐ Open Bridge
- ☐ Model Airplane Club
- ☐ Table Pool & Ping Pong
- ☐ Pacers - walking group
- ☐ Scrabble & Chess Club
- ☐ Mah-Jongg
- ☐ Woodcarving shop
- ☐ Quilters & Sewing Bee group
- ☐ Bocce
- ☐ Bingo and games
- ☐ Hearing & Health screenings
- ☐ Diabetes Support group
- ☐ Bereavement group
- ☐ Café / Lunch meals
- ☐ Movies
- ☐ Painting and Journaling



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## SOCIAL SERVICES

Fairfield adults of all ages may access the professional, confidential and compassionate services that include: information and referral, advocacy, social service needs assessment, case management and short-term counseling. Families, veterans, adults with disabilities and individuals are encouraged to contact social services.

### Programs & Services

- Caregiver Support Group
- Back-to-School, Holiday and Campership
- Energy Heating Assistance
- Medicare Prescription Drug Insurance Counseling
- Employment and Volunteer Assistance
- Housing Alternatives
- Advocacy, Assessment, Information & Referral
- Case Management
- Short-term Counseling
- Medicaid Applications
- Disability Applications & Resources
- Transit Resources & Applications

The Human Services Commission meets the fourth Thursday of the month at 4 PM at the Bigelow Center.

The public is welcome.

The Friends of the Bigelow Center for Senior Activities, Inc. supports the Center through fundraising and advocacy.  
203-256-3169

## STAFF DIRECTORY

### Director of Human Services

Teresa Giegengack  
203-256-3169

tgiegengack@fairfieldct.org

### Senior Center Manager

Julie DeMarco  
203-254-6455

jdemarco@fairfieldct.org

### Program Coordinator

Margaret Andrews  
203-254-5102

mandrews@fairfieldct.org

### Secretary

Janet Merando  
203-256-3166

jmerando@fairfieldct.org

### Secretary

Christine Calogine  
203-256-3166

ccalogine@fairfieldct.org

### Senior Bus Dispatchers

Jim Wood and Paul Lytwyn  
203-256-3168

seniortransportation@fairfieldct.org

### Senior Bus Drivers

Jack Kochis, Ron Metzger,  
Frank Prokaly, Jonathan Metviner  
and Lee Mott

## STAFF DIRECTORY

### Social Services

Allison Barker-Ford, LCSW  
203-256-3170  
abarker-ford@fairfieldct.org

### Social Services

Melissa DiVito, LMSW  
203-256-3125  
mdivito@fairfieldct.org

### Social Services

Eileen Fickes, ACSW  
203-256-3170  
efickes@fairfieldct.org

### Social Services

Eileen Gombos, LCSW  
203-256-3170  
egombos@fairfieldct.org

### Social Services

Kristin Hosp, MFT  
203-254-4538  
khosp@fairfieldct.org

### Social Services, secretary

Ann Cole  
203-256-3170  
acole@fairfieldct.org

Town of Fairfield  
**BIGELOW CENTER**  
FOR SENIOR ACTIVITIES

100 Mona Terrace • Fairfield, CT 06824  
203-256-3166

[www.fairfieldct.org/humanservices](http://www.fairfieldct.org/humanservices)



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Town of Fairfield

**BIGELOW CENTER**  
FOR SENIOR ACTIVITIES

**Fairfield CT  
Human Services  
Department**

**Bigelow Center for  
Senior Activities**

**203-256-3166**

[www.fairfieldct.org/humanservices](http://www.fairfieldct.org/humanservices)

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**Resume**  
**For**  
**Rodney J. Van Deusen, Jr.**  
157 Longdean Road, Fairfield, CT 06824  
Cell: 203-395-8121 - Vandu76@optonline.net

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**Senior Project Manager and Construction Professional**

**Career Summary:**

Senior Project Manager/Inspector with a record of progressively responsible supervisory, leadership, business development, marketing, complex project management and design positions. I have broad base experience in project management and structural engineering (steel, concrete and timber) relating to commercial, waterfront and high-end residential structures. I have expertise in complex assessment inspections, waterborne transportation design and construction, and construction administration. A comprehensive knowledge of design and construction standards and codes. A demonstrated ability to build long-term client relationships and determine cost effective solutions to design, construction and regulatory issues. Key Strengths Include:

|   |   |
|---|---|
| Commercial Structural Damage Investigations | Residential Damage Evaluations                  |
| Knowledge of Building Codes                 | Construction Management                         |
| Certified Surface Air Supplied Diver        | Waterfront Design, Permitting, and Construction |
| Client Interaction                          | Proposal Generation                             |
| Specification and Bid Preparation           | Glass and Curtain Wall Design                   |
| Timber, Steel and Concrete Design           | Above and Below Water Inspections               |
| Business Development                        | Engineering Design and Management               |

**Professional Experience:**

**ARGE Consulting LLC**

October 2010 – Present

Position: Principal

Department: Project/Program Management and Design

I am directly responsible for the development and guidance for a consultancy specializing in project / program management, waterfront design, permitting and inspection, residential design and construction management. Developed and directly responsible for design concepts, supervision of office and field personnel, client interaction and satisfaction, generation of proposals, and development of marketing materials.

**Responsibilities:**

- Business Development – Responsible for the development of the strategic plan and direction, providing and guiding the firm's direction, vision and mission.
- Marketing – I am responsible for coordinating all marketing efforts for this firm. These efforts include: developing the web site, managing social media outlets, meeting with potential clients, attending and participating in industry organizations and events, initiate a quarterly newsletter, generation of successful proposals and monitoring proposal win/loss ratios.
- Project Management – Responsible for managing and implementing the overall project and program management for the firm. This includes project scheduling, estimating, report generation, review of change orders, review and generation of RFPs, client interaction and support.
- Investigations – Inspections include residential structural evaluation, commercial structural evaluation and waterfront structures.
- Design – Responsible for all aspects of design oversight including staff scheduling, reviewing calculations, preparing or reviewing permitting applications for local, state and federal agencies, reviewing drawings and specifications.
- Construction Administration/Management – Responsibilities will include preparing bid documents, bid review and evaluation, review of shop drawings, attending construction progress meetings, onsite supervision to assure adherence to design documents, and project closeout.

**I-ENG-A of Southern Connecticut**

October 2010 – October 2012

Position: Sr. Forensic Inspector

Department: Structural Engineering/Waterfront

In this position I was directly responsible for investigation and inspection of residential and commercial structures for insurance and residential clients. This work included on site investigation, developing comprehensive reports, design of repairs as required and estimating the cost of damage and subsequent repairs.

Responsibilities:

- Subrogation Claims
- Structural Claims
- Structural Defects
- Fire and Arson Investigations
- Auto and Marine Claims
- Litigation Support

**CSE, LLC**

October 2010 – October 2012

Position: Sr. Project Manager/Senior Engineer

Department: Structural Engineering/Waterfront

I was directly responsible for engineering and management of projects for architectural, engineering, commercial, insurance and residential clients. Design work included conceptual development of structural systems, analysis and design of new and existing structures, complete design documents, specifications, code compliance and cost estimating. This work amounted to approximately thirty percent of the firm's annual fees. Project management scope included identifying and developing clients, preparing proposals and managing projects through completion.

Responsibilities:

- Project Management
- Engineering Design
- Residential Damage Investigation and Evaluations
- Forensic Engineering Investigations
- Construction Administration/Management

**Ocean and Coastal Consultants, Inc.**

April 2005 – October 2010

Position: Project Manager/ Lead Engineer Diver

Department: Structural Engineer/Waterfront/Transportation

I was responsible for the overall management of waterborne transportation projects for the firm and provided general management and structural support for other sectors. Construction cost for the projects I was directly responsible ranged between \$100k and \$15 million. Project management included overall management of projects, scheduling of personnel, project cost control, proposal generation, business development and marketing. Average fees generated were 1.25 to 1.5 million per year. Other responsibilities included managing the marketing department and a contributing member of the Executive Management Committee. The Executive Management Committee was tasked in reviewing the firm's performance and providing guidance direction for new market sectors and continued growth.

Responsibilities:

- Business Development
- Executive Management Committee
- Marketing
- Project Management
- Lead Engineer Diver
- Waterfront Engineering Design
- Construction Administration/Management
- Safety Committee



**McLaren Engineering Group**

June 1992 - April 2005

Position: Division Chief/Project Manager/Staff Engineer  
Department: Marine/Waterborne Transportation

As Division Chief for the Marine and Waterborne Transportation Divisions I was responsible for leading and directing a staff of six engineer divers, four engineers and four commercial divers. In this position responsibilities included overall day-to-day operations, business development, marketing, client interaction, staff scheduling, proposal generation and design oversight. Annual fee generation for these divisions was a combined \$2.5 to \$3.5 million dollars per year.

**Thune Associates Structural Engineering**

October 1982 - June 1992

Position: Design Engineer/Draftsman  
Department: Structural Engineering - Buildings

As design engineer I reported to the Chief Structural Engineer and was responsible for the complete structural design of commercial and residential structures.

Education:

Wentworth Institute of Technology  
B.S./Architectural Engineering  
Wentworth Institute of Technology  
A.D./Architectural Engineering Technology  
Wentworth Institute of Technology  
A.D./Building Construction Technology

Certifications:

SAS Work Diving Safety and Supervision Course/ 2005/Florida Keys Community College  
TWIC Card  
Certified Diver - SDI  
American Red Cross CPR/AED Adult  
Dan O2 training  
American Red Cross First Aid  
American Red Cross Bloodborne Pathogens

Professional Affiliations:

The Society of Naval Architects and Marine Engineers - Member  
American Society of Civil Engineers - Member  
Coasts, Oceans, Ports and Rivers Institute - Member  
Connecticut Maritime Association, Inc.  
Metropolitan Waterfront Alliance  
Structural Engineer's Association of NY

Awards/Recognition:

**Design Award** – First Place for the design of repurposing of the main sanctuary of the United Methodist Church located in Rutland, VT.  
**Certificate of Appreciation** - Department of Design and Construction in appreciation for efforts during the clean up of the World Trade Center Site.  
**Letter of Appreciation** - Port Authority of New York and New Jersey for the design and installation of a temporary ferry terminal at Pier A in lower Manhattan.  
**Letter of Appreciation** – The Thornton Tomasetti Group, Inc. for the work completed during the clean up of the World Trade Center site.  
**Certificate of Appreciation** - Assistance in construction of the first recycled plastic bridge over Hannacroix Creek in Greene County, New York.

Computer Skills:

|                             |                       |
|-----------------------------|-----------------------|
| Microsoft - Word            | Bentley Systems – RAM |
| Microsoft – Excel           | AutoCAD               |
| Microsoft – PowerPoint      |                       |
| Microsoft - Project         |                       |
| Bentley Systems – STAAD Pro |                       |