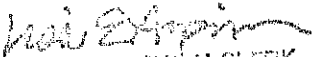


Representative Town Meeting  
Special Meeting  
July 26, 2023

RECEIVED

2023 AUG -2 P 1:21

Meeting Minutes

  
BRANFORD TOWN CLERK

Moderator: Dennis Flanigan  
Clerk: Maryann Amore (Pro-Tem)

Majority Leader: Dennis Flanigan  
Minority Leader: Tracy Everson

The RTM convened on Wednesday, July 26, 2023, and was called to order at 7:00pm for a special Meeting at Branford Fire Headquarters, 45 N. Main St., Branford to consider and act upon the following matters:

In the absence of the RTM Clerk Donna Laich, Representative Everson made a motion to have MaryAnn Amore serve as Temporary Clerk, seconded by Representative Ingraham. There was no opposition, and Representative Amore was seated at Temporary Clerk.

1. Roll Call

**Representatives Present:** Alfone, Amore, Anderson, Black, Bonenberger, Erlanger, Everson, Flanigan, Greenberg, Healy, Hynes, Ingraham, Maresca, Neupane, Shrestha, Sires, Twohill, Verderame.

**Representatives Absent:** Barron, Brooks, Conklin, Hentschel, Hesse, Laich, Prete, Riccio, Stepanek, Sullivan, Torelli, Wells.

**Ex Officio Members Present:** First Selectman Cosgrove, Town Clerk Arpin.

**Ex Officio Members Absent:** Selectman Higgins, Selectman Dunbar, Treasurer Conklin, Attorney Aniskovich.

2. To consider, and if appropriate, approve an agreement by and between the town of Branford and the Teamsters local 443, Public Works/Highway Employees to June 30th, 2027, as ratified on June 29th, 2023.

Representative Shrestha gave the committee report and put it in the form of a motion. The Public Works Committee recommended approval of the contract unanimously. The contract has already been approved by the union and codifies already-negotiated provisions. Representative Everson noted into the record that there is still no Public Works Building owned by the town, nor a full time Public Works Director. This was a promise made by the 1st Selectman 10 years ago, which still has not been fulfilled. There was a roll call vote, which was unanimous in favor of the contract.

3. To consider, and if appropriate, establish a Harbor Management Commission as set forth in GCS Section 22A-113K.

Rep. Black reported that since no draft ordinance was made available prior to this meeting, they were unable to consider it in committee. Mr. Black made a motion to re-refer this to the Rules and Ordinances Committee. The motion passed unanimously.

4. To consider, and if appropriate, approve the acceptance of a parcel of land located at 210 Pine Orchard Rd. The property is a landlocked parcel located adjacent to the town-owned Young's Pond parcel.

Since the Administrative Services Committee was not able to meet to consider this at the committee level, Representative Anderson moved that the body waive rule 4.4.1 to enable a discussion of it on the floor.

Representative Verderame seconded the motion; it passed unanimously. This item was heard by the Board of Selectman and passed unanimously. The taxpayer wants to return this parcel to the town. After a brief discussion, Representative Anderson moved for approval of the acceptance; it was seconded by Representative Ingraham. On a voice vote, no opposition was noted, and the motion passed unanimously.

**5. To consider, and if appropriate, establish a Fair Rent Commission, as required by state statute.**

Representative Black reported that in committee, Rules and Ordinances had recommended approval of the language of this ordinance as reviewed. However, Mr. Black moved to amend the committee report to recommend re-referral because of some concerns about the language of the current version. This motion was seconded by Representative Everson. There was no opposition to the amendment and by voice vote, the amendment was passed.

The body voted unanimously by voice vote to re-refer the item to the Rules and Ordinances Committee.

**6. To consider, and if appropriate, revise the Solid Waste Ordinance to align it with the new contract going into effect July 1, 2023.**

Representative Shrestha gave the Public Services Committee report, which recommended the approval of this ordinance revision (attached), which brings the language into alignment with the current contract. This was put in the form of a motion and the item passed unanimously by voice vote.

**7. To consider, and if appropriate, approve a recommendation from the Board of Fire Commissioners to earmark town-owned property located at 32 Acorn Road for a future fire station project.**

Representative Black noted some concerns about the recommendation as worded and made a motion to amend the language. This motion was seconded by Representative Ingraham. After some discussion, the proposed language was amended to read ***“the RTM hereby reserves the town-owned property located at 32 Acorn Road for a possible fire station project”***. The revision to the recommendation was seconded by Representative Healy and passed unanimously via voice vote.

**8. Adjournment** -- The meeting was adjourned at 7:25 PM.

**SEE THE BCTV RECORDING OF THIS MEETING FOR THE DETAILS OF THESE DISCUSSIONS.**

Respectfully submitted,

Representative Maryann Amore  
RTM 4<sup>th</sup> District  
Clerk Pro Tem  
Dated this 1st day of August, 2023

RTM Roll Call List ~ Date: 2023 <i>July 26, 2023</i>		Item 2. <sup>Approve</sup> PW Contract.	
NAME	ATTENDANCE	Votes	Recommended
1 ALFONE	✓	yes	
2 AMORE	✓	yes	
3 ANDERSON	✓	yes	
4 BARRON	NO	-	
5 BLACK	✓	yes	
6 BONENBERGER	✓	yes	
7 BROOKS	NO	-	
8 CONKLIN	NO	-	
9 ERLANGER	✓	yes	
10 EVERSON	✓	yes	
11 FLANIGAN	✓		
12 GREENBERG	✓	yes	
13 HEALY	✓	yes	
14 HENTSCHEL	NO	-	
15 HESSE	NO		
16 HYNES	✓	yes	
17 INGRAHAM	✓	yes	
18 LAICH	NO	-	
19 MARESCA	✓	yes	
20 NEUPANE	✓	yes	
21 PRETE	NO	-	
22 RICCIO	NO	-	
23 SHRESTHA	✓	yes	
24 SIRES	✓	yes	
25 STEPANEK	NO	-	
26 SULLIVAN	NO	-	
27 TORELLI	NO	-	
28 TWOHILL	✓	yes	
29 VERDERAME	✓	yes	
30 WELLS	NO		
Total	18	yes - unan.	
Ex Officios			
1st Selectman Cosgrove	<del>No</del> yes		7:09pm
Selectman Higgins	No		
Selectman Dunbar	No		
Town Clerk Arpin	✓		
Treasurer Conklin	No		
Attorney Aniskovich	NO		

RECEIVED  
 2023 AUG -2 A 10:08  
 DRANFORD TOWN CLERK

**BRANFORD REPRESENTATIVE TOWN MEETING**

**LEGAL NOTICE AND CALL**

**July 26, 2023, 7:00 p.m.**

**SPECIAL MEETING**

The RTM will be convened for a special meeting on Wednesday, July 26, 2023 at 7:00 p.m. at Fire Headquarters, 45 North Main Street, to consider and act upon the following matter:

1. Roll Call
2. To consider, and if appropriate, approve an agreement by and between the Town of Branford and the Teamsters Local 443, Public Works/Highway Employees to June 30, 2027, as ratified on June 29, 2023.
3. To consider, and if appropriate, establish a harbor management commission as set forth in GCS Sec 22a-113k.
4. To consider, and if appropriate, approve the acceptance of a parcel of land located at 210 Pine Orchard Road. The property is a land locked parcel adjacent to the town owned Young's Pond parcel.
5. To consider, and if appropriate, establish of a Fair Rent Commissions, as required by State Statute.
6. To consider, and if appropriate, revise to the Solid Waste Ordinance to align it with new contract going into effect July 1, 2023.
7. To consider, and if appropriate, approve a recommendation from the Board of Fire Commissioners to earmark town owned property located at 32 Acorn Road for a future fire station project.
8. Adjournment.

Dated the 30th of June, 2023, Dennis T. Flanigan, Moderator

**BRANFORD REPRESENTATIVE TOWN MEETING**

**LEGAL NOTICE AND CALL**  
**July 26, 2023, 7:00 p.m.**  
**SPECIAL MEETING - REVISED**

*W. S. Higgins*  
BRANFORD TOWN CLERK

2023 JUL -5 A 8:51

RECEIVED

The RTM will be convened for a special meeting on Wednesday, July 26, 2023 at **7:00 p.m.** at Fire Headquarters, 45 North Main Street, to consider and act upon the following matter:

1. Roll Call
2. To consider, and if appropriate, approve an agreement by and between the Town of Branford and the Teamsters Local 443, Public Works/Highway Employees to June 30, 2027, as ratified on June 29, 2023.
3. To consider, and if appropriate, establish a harbor management commission As set forth in GCS Sec 22a-113k.
4. To consider, and if appropriate, approve the acceptance of a parcel of land Located at 210 Pine Orchard Road. The property is a land locked parcel Located adjacent to the town owned Young's Pond parcel.
5. To consider, and if appropriate, establish of a Fair Rent Commissions, as required by State Statute.
6. To consider, and if appropriate, revise to the Solid Waste Ordinance to align it with new contract going into effect July 1, 2023.
7. To consider, and if appropriate, approve a recommendation from the Board of Fire Commissioners to earmark town owned property located at 32 Acorn Road for a future fire station project.
8. Adjournment.

Dated the 30<sup>th</sup> of June, 2023, Dennis T. Flanigan, Moderator

**BRANFORD REPRESENTATIVE TOWN MEETING**

**LEGAL NOTICE AND CALL  
July 26, 2023, 7:00 p.m.  
SPECIAL MEETING**

*Handwritten signature*  
BRANFORD REPRESENTATIVE TOWN CLERK

2023 JUN 30 P 2:42

RECEIVED

The RTM will be convened for a special meeting on Wednesday, July 26, 2023 at **7:00 p.m.** at Fire Headquarters, 45 North Main Street, to consider and act upon the following matter:

1. Roll Call
2. To consider, and if appropriate, approve an agreement by and between the Town of Branford and the Teamsters Local 443, Public Works/Highway Employees to June 30, 2027, as ratified on June 29, 2023.
3. Adjournment

Dated this 30th day of June, 2023

Dennis T. Flanigan, Moderator

RECEIVED

Item #2

HUMAN RESOURCES DEPARTMENT

BRANFORD, CONNECTICUT

2023 JUL -3 A 10: 08



*Lisa Arpin*  
BRANFORD TOWN CLERK

MARGARET LUBERDA  
Director of Human Resources

1019 MAIN STREET  
POST OFFICE BOX 150  
BRANFORD, CT 06405  
(203) 315-0629  
FAX: (203) 889-3316  
www.branford-ct.gov

July 3, 2023

To: Dennis Flanagan, Moderator RTM

Copy: Jamie Cosgrove, Jim Finch, Gary Zielinski, Lisa Arpin, William Ryan, and RTM Members

Re: Agreement by and between the Town of Branford and the Public Works Teamsters Local 443 from July 1, 2023 to June 30, 2027

---

Attached is the above-captioned tentative agreement, which was ratified by the members of the Public Works Teamsters Local 443 union on June 29, 2023.

**Highlighted Negotiated Contract Results:**

**Article 6.0, Hours of Work-Highway Employees, page 6:** This article was updated to include the correct hours of work for the Highway Employees during the months of October through May. The hours of work per week remains at 40 hours per week.

In this same article, the Transfer Station Employees staff is currently three full time employees as reflected in the budget. There is no additional staff hired.

**Article 6.5, Tradesperson position, page 8:** When the Tradesperson works four or more hours substituting for the Lead Tradesperson his hourly rate of pay will increase from \$1.00 to \$1.50 per hour.

**Article 6.6, Snow Call-In Process-Highway Employees, page 8-9:** There is no change in current snow call in practice. This paragraph also specifies what group of workers are called in and who assigns them to their snow or emergency assignment. In addition, the new language allows the Director of PW or his/her designee to better plan snow call- ins without greater cost to the Town while providing the employee prior notice, when possible.

**Article 7.1, Hours of Work-Transfer Station Employees, page 9:** Clarifies Transfer Station Employees work hours.

**Article 7.6, Snow Call-In Process-Transfer Station Employees, page 10:** Same snow call-in process as Highway employees see section 6.6.

**Article 8, Wages and Benefits, pages 11-13:**

Wage Increase July 1, 2023	2.25%
July 1, 2024	2.25%
July 1, 2025	2.50%
July 1, 2026	2.25%

The fiscal year 2023-24 budget has six PW Operator positions. We want to fill four of these positions with internal candidates from the Truck Driver/Laborer positions. We will move four Truck Driver/Laborer employees to Operator I at \$30.00 an hour. Operator 1 positions have additional skill requirements. Currently, there are two Operators, which change to Operator II positions, with no change in salary except the annual wage percentage increase as noted above. There will be no need to increase the 2023-24 fiscal year budget except for the normal percentage wage increase noted above at 2.25%. We will not replace the four Truck Driver/Laborer positions that are being promoted to Operator I.

**Article 8.1, Medical and Dental Plans, pages 11-13:** Clarifies the name of the current medical plan. Increases the medical and dental plan contributions by:

July 1, 2023	13%
July 1, 2024	13%
July 1, 2025	14%
July 1, 2026	14%

**Article 10, Vacations, page 17:** Newly hired employees earn vacation after one year of employment. If an employee is hired during the 1<sup>st</sup> and 2<sup>nd</sup> quarter of the previous year he/she only had to use all current vacation earned by July 1 of the same year. This change allows the employee to carry over up to five vacation days to the next fiscal year. This change benefits management and the employee.

**Article 10.5, page 18:** Adds the current method of on line time card system processing to be used by the employee.

**Article 11.0 (b), page 18-19:** Employees may covert two unused sick days to two personal days.

**Article 11.3, page 20:** This article clarifies that if an employee is requesting to be a pallbearer that he/she should make this request to his/her department head who will confer with the First Selectman and or his/her designee about such request. The employee will inform the union of such request.

**Article 17 Clothing Allowance, page 24:** Effective July 1, 2023 all employees covered by this contract will receive \$200 towards the purchase of boots and effective July 1, 2024 will receive \$225.

**Article 20 Miscellaneous, page 24:** If an employee's, driver's license is suspended he/she must notify the Town within one day of the received notification. Once notified, the employee cannot operate any vehicle and a meeting will be called to determine the employee's employment status.

**Article 21, page 26:** This clarifies the way the Town currently pays for the employee's medical exam required by a commercial driver's license.



We appreciate your consideration and support of this negotiated new Public Works contract effective July 1, 2023 –June 30, 2027.

**THE TOWN OF BRANFORD, CONNECTICUT**

**-and-**

**TEAMSTERS LOCAL 443**

**PUBLIC WORKS/HIGHWAY EMPLOYEES**

**Tentative Agreement**

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**Tentative Agreement**

Modify based upon final agreement.

**BETWEEN**

**THE TOWN OF BRANFORD, CONNECTICUT**

-and-

**TEAMSTERS LOCAL 443**

This Agreement entered into by and between the Town of Branford, hereinafter referred to as the "Town", and Local 007 of Teamsters Local 443, hereinafter referred to as the "Union".

**ARTICLE 1**  
**PREAMBLE**

The welfare of the Town of Branford and its employees is dependent upon the quality of service the Town renders the public. Improvements in this service, as well as productivity and efficiency, are promoted by willing cooperation between the Town management and the organization of its employees. An obligation rests upon the management, upon the Union and upon each employee to render honest, efficient and productive service. The spirit of cooperation between the management and the Union, and the employees represented thereby, being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

Whenever the masculine or feminine gender is used in this Agreement, it shall be construed to refer equally to either sex.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

- 2.0 Except as otherwise modified or restricted by an express provision of this Agreement, the Town of Branford reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include but shall not be limited to establishing standards of productivity and performance of its employees; determining the objectives of the Town of Branford and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part, the determination of the content of job classifications; the content of job classifications for newly created positions; the determination of the qualification of employees; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its

employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies.

**ARTICLE 3**  
**RECOGNITION**

- 3.0 All employees of the Public Works Department, excluding the Town Engineer, Director of Public Works, Assistant Director of Public Works, the Highway Supervisor, the Administrative Assistants/Secretaries located at the Public Works Department.
- 3.1 The Town may hire non-bargaining unit employees on a temporary basis who may work in increments of thirty (30) workdays not to exceed one hundred and five (105) workdays in a fiscal year. The Town may also hire non-bargaining unit employees on a seasonal basis who may work from May 15<sup>th</sup> through October 15<sup>th</sup> of each calendar year. Overtime assignments will be offered to bargaining unit employees prior to non-bargaining unit employees.

**ARTICLE 4**  
**UNION SECURITY**

- 4.0 The Town agrees to deduct from the pay of all its employees who, in writing, authorize such deductions from their wages, such membership dues, initiation fees, reinstatement fees, and other fees, as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing with a copy to the Director of Human Resources or his/her designee.
- 4.1 The deduction for any month shall be made during the last payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made.
- 4.2 The Town's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his or her transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence.
- 4.3 The Union agrees that it will indemnify and save the Town harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Town in accordance with the terms of this article.

**ARTICLE 5**  
**SENIORITY**

5.0 The length of service of the employee with the Public Works Department shall determine the seniority of the employee.

5.1 The principle of seniority shall govern in cases of transfer, promotion within the bargaining unit or a vacancy that the Town decides to fill so long as the senior employee is qualified (by skill, ability, past documented work performance, education and/or certification, and physical fitness to perform the job) for the transfer or promotion. Determination of "qualified" shall be made by the appropriate authority under the circumstances (department head, supervisor, Director of Human Resources or First Selectman). A determination of "not qualified" shall not be made on arbitrary, capricious or discriminatory grounds.

If the Town determines, in its sole discretion, that a promoted employee's work performance is unsatisfactory within the first ninety (90) calendar days in the new position, such employee shall be removed from the new position and may return back into his/her prior position if the position has not been filled. Days lost from work for any reason beyond five (5) workdays during the ninety (90) calendar day probationary period shall not be counted as employment for purposes of computing the ninety (90) calendar day period.

5.2 All new employees shall be considered probationary employees for the first ninety (90) calendar days of their employment. Days lost from work for any reason beyond five (5) workdays during the ninety (90) calendar day probationary period shall not be counted as employment for purposes of computing the ninety (90) calendar day probationary period. The probationary period may be extended for a period of thirty (30) calendar days in the sole discretion of the Town. Days lost from work for any reason beyond five (5) workdays during a thirty (30) calendar day extension shall not be counted as employment for purposes of computing the extension period. If retained after completion of the probationary period, these employees shall be placed upon the seniority list with seniority as of the first day of the probationary period. All such employees may be dismissed during the probationary period.

5.3 The Town shall prepare and maintain, subject to examination and correction by Union Representatives, a seniority list (unit wide) to record the status of each employee in the unit. The Union shall be provided with a copy of the seniority list and shall be notified of all changes. Each employee shall have the right to protest any error in his seniority status.

5.4 An employee's seniority shall be lost when (s)he:

- (1) terminates voluntarily;
- (2) is discharged for cause;
- (3) fails to report to work in accordance with Section 19.2;
- (4) fails to report to work upon the termination of a FMLA leave or any other authorized leave of absence;

- (5) takes employment elsewhere during a contractual leave of absence without the express consent of the Town;
- (6) is absent from work for three (3) consecutive days without proper notification of absence to the Town or a reason acceptable to the Town for failing to notify the Town for three (3) consecutive days;
- (7) if the employee is absent as a result of illness, accident or injury on the job for a period equal up to but not exceeding twelve (12) months over a rolling two (2) year period; or
- (8) is laid off in excess of recall rights as set forth in Section 19.2.

An employee whose seniority is lost for any of the reasons outlined in this paragraph and is rehired, shall be considered a new employee if (s)he is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

- 5.5 The Town will provide the Union with an updated seniority list in July and January.

## **ARTICLE 6**

### **HOURS OF WORK – HIGHWAY**

#### **Tentative Agreement**

- 6.0 Regular hours of employment of all employees shall be forty (40) hours a week, divided equally over five (5) consecutive days of eight (8) hours each Monday through Friday, **starting at 6:00 a.m. and ending at 2:30 p.m. with one-half (1/2) for lunch or, during October through May, starting at 7:00 a.m. and ending at 3:30 p.m., with one-half (1/2) hour for lunch, as determined by the Town. The Town will provide the Union with notice of at least thirty (30) calendar days before a change in working hours, as set forth herein, unless there is an emergency requiring a shorter notice period.** Exceptions are the Mechanics and employees assigned to the Transfer Station whose hours and days are separately assigned.

~~Two (2)~~ **Three (3)** employees will be assigned to the Transfer Station on a permanent basis. Additional employees may be assigned by the Director of Public Works or his/her designee, in his/her discretion, to perform work at either the Transfer Station or the Public Works Department based upon the operational needs of each Department.

Truck Driver/Laborers assigned from Public Works to the Transfer Station (referred to as "floaters") from Monday through Friday will be assigned based upon a one-week rotational list. Therefore, if a floater is either needed at the Transfer Station from Monday through Friday or on specific days of a particular workweek (for example, Monday, Thursday, Friday), the floater who is on his/her one-week rotation will be assigned. However, if that floater is absent from work on a day that the Director of Public Works or his/her designee wants to assign an employee to the Transfer Station, or if a second employee from Public Works will be assigned to the Transfer Station, the Director of Public Works or his/her

designee may assign any bargaining unit employee, including an Operator, in his/her discretion with the understanding that the same employee will not be consistently assigned.

- 6.1 Any hours an employee is required to work beyond the normal regularly scheduled forty (40) in a week shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay. A paid holiday's hours shall be included in weekly time total for purpose of premium pay computation, unless work is performed by the employee on said holiday.
- a) Any hours worked on a Saturday shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay, with a minimum of three (3) hours;
  - b) Any hours worked on a Sunday shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay with a minimum of three (3) hours.
  - c) Any hours worked on a Holiday shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay plus his regular holiday pay with a minimum of three (3) hours.
  - d) Any hours worked beyond eight (8) hours in any one (1) work day shall be compensated at one and one-half (1-1/2) times the employee's regular hourly rate of pay.
  - e) For the purpose of overtime there shall be two divisions, Highway and Transfer Station. The employees of one division shall not work overtime in the other division except in an emergency and/or only after all employees within the division have been asked to work.
- 6.2 Any employee called back to work after completing his work day of eight (8) hours shall be granted a minimum of three (3) hours work at the rates specified in this contract. However, an employee called in prior to his regular hours of work who continues to work into his regular schedule shall be paid at one and one-half times (1 ½) times his hourly rate for all hours worked prior to his normally scheduled starting time.
- 6.3 An assignment of overtime work, other than emergencies, shall be made at least four (4) hours in advance by the employee's supervisor.
- 6.4 All overtime work shall be distributed equally among employees as far as practicable, within twenty (20) hours during the fiscal year.
- 6.5 Truck Driver/Laborers who are directed by the Public Works Director or his designee to perform work as operators without any assistance for four (4) or more hours will be paid at the higher rate of pay. However, truck driver/laborers who are directed to perform work as operators with the assistance of another operator for the purpose of training shall receive the rate of truck driver/laborer.



### Tentative Agreement

When directed by the Public Works Director or his designee to work in the capacity of the Lead Mechanic for four (4) or more hours, a mechanic will be paid at the higher rate of pay. Further, **effective July 1, 2023, or upon execution, if after July 1, 2023**, when the Tradesman is directed by the Public Works Director or his designee to work in the capacity of the Lead Tradesman for four (4) or more hours, the Tradesman will be paid an additional ~~\$1.00~~ **\$1.50** per hour for the time worked in the capacity of the Lead Tradesman.

### Tentative Agreement

- 6.6 All Highway Department employees will be subject to the mandatory snow plowing call-in list.

Employees will be called-in to work based upon the Public Works Director's determination as to whether plowing and/or sanding is needed on a designated plow route by referring to the overtime list in the following order of job classifications/locations: (1) highway/mechanics; **and** (2) transfer station employees; ~~and (3) general government building employees~~. If, however, the Public Works Director or his/her designee determines that all employees within a job classification/location are needed, the calls made to the employees in a job classification/location, in the order set forth above (1) highway/mechanics; **and** (2) transfer station employees; ~~(3) general government building employees~~, do not have to be made in the specific order set forth on the overtime list.

**General government building employees are also subject to a mandatory snow plowing call-in list that is separate from highway/mechanics and transfer station employees. General government building employees are called-in and assigned by the Superintendent or his designee.**

Employees will be paid for up to one (1) hour prior to arrival at the facility for travel time **if they are told to report to work less than six (6) hours prior to their reporting time, even if a courtesy call was made earlier than one (1) hour prior to arrival.** ~~For example, an employee who gets a call at midnight to report to work at 4:00 a.m., will receive pay for one (1) hour for travel time between 3:00 a.m. and reporting time of 4:00 a.m.~~ If an employee is called and told to report at **their** normal starting time, **they** shall not be paid for travel time. **Further, if an employee is told to report to work six (6) or more hours prior to their reporting time, they shall not be paid for travel time.** For example, an employee who gets a call at midnight to report to work at 4:00 a.m., will receive pay for up to one (1) hour for travel time between 3:00 a.m. and reporting time of 4:00 a.m. **If, on the other hand, the employee is told at 10:00 p.m. or earlier to report to work at 4:00 a.m., the employee will not receive pay for travel time.**

### Tentative Agreement

If a driver/operator cannot, through no fault of his own, report at the designated reporting time, the driver/operator will notify the Public Works Director or his/her

designee by phone, text, or other form of communication such as an app, if discussed with the Union, that he/she will not be able to make it in to work by the reporting time, with the reason for not being able to report on time and the time that (s)he will be able to report to work. The Public Works Director or his/her designee will then communicate to the driver/operator whether he/she is still required to report to work.

- 6.7 Employees will be provided with one (1) fifteen (15) minute break during the morning work period. The break period is defined as a rest period from work activity. Travel time to a facility serving or selling food beverages is included in the fifteen (15) minute break.

## **ARTICLE 7**

### **HOURS OF WORK – TRANSFER STATION**

- 7.0 Transfer Station employees are placed on a rotation schedule by the Public Works Director or his/her designee. Employees are assigned to the Transfer Station each week between Monday and Saturday. In addition, an employee may be assigned to the Landfill at the discretion of the Public Works Director or his/her designee.

#### **Tentative Agreement**

- 7.1 Transfer Station employees are assigned to work from ~~6:45 a.m. to 1:45 p.m., 7:00 a.m. to 2:00 p.m.,~~ 6:45 a.m. to 3:15 p.m., ~~or 7:00 a.m. to 3:30 p.m.,~~ or to the same hours regularly assigned to the Public Works department, Monday through Friday for two (2) consecutive weeks, followed by one (1) week from Tuesday through Saturday, from 6:45 a.m. to 3:15 p.m., 7:00 a.m. to 3:30 p.m., or to the same hours regularly assigned to the Public Works department. Saturday hours are from ~~6:45 a.m. to 2:45 p.m., 7:00 a.m. to 3:00 p.m.,~~ 6:45 a.m. to 3:15 p.m., ~~or 7:00 a.m. to 3:30 p.m.~~ The Town will provide the Union with notice of at least thirty (30) calendar days before a change in working hours, as set forth herein, unless there is an emergency requiring a shorter notice period. The work schedule/rotation shall be for a forty (40) hour workweek.
- 7.2 Transfer Station employees will receive one and one-half (1 ½) times their regular hourly rate of pay for hours worked beyond eight (8) hours in a workday or forty (40) hours in a workweek. Hours worked on a Sunday or a Holiday will be compensated at one and one-half (1 ½) times an employee's regular hourly rate of pay with a minimum of three (3) hours.
- 7.3 Overtime at the Transfer Station will be determined by the Director of Public Works or his/her designee. Transfer Station employees will be offered the overtime before Public Works' employees.
- 7.4 Any employee called back to work after completing his/ her assigned work day shall be granted a minimum of three (3) hours work at the rates specified in this contract. However, an employee called in prior to his regular hours of work who

continues to work into his/her regular schedule shall be paid at one and one-half times (1 ½) times his/her hourly rate for all hours worked prior to his normally scheduled starting time.

- 7.5 Transfer Station Attendants who are directed by the Director of Public Works or her/his designee to perform work as the Team Leader for four (4) or more hours will be paid at the higher rate of pay.

### Tentative Agreement

- 7.6 All Transfer Station employees, as set forth in Article 6, Section 6.6, will be subject to the mandatory snow plowing call-in list.

Transfer Station Employees assigned to the Transfer Station will be called-in to work based upon the Public Works Director's determination as to whether plowing and/or sanding is needed on a designated plow route. Up to two (2) Transfer Station employees may be called-in after 2:30 a.m. to plow and/or sand a route when the transfer station is staffed by four (4) or more employees. However, Transfer Station employees who were not called in to plow or sand a specific route after 2:30 a.m. may be called-in prior to and contiguous with the start of their shift to plow and/or sand in and around the transfer station.

**If a Transfer Station employee is told to report to work to plow and/or sand a specific route less than six (6) hours prior to their reporting time, Transfer Station employees called in prior to or after 2:30 a.m. to plow and/or sand a specific route they shall be paid for up to one (1) hour prior to arrival to the facility for travel time, even if a courtesy call was made earlier than one (1) hour prior to arrival. For example, an employee who gets a call at midnight to report to work at 2:00 a.m., will receive pay for one (1) hour for travel time between 1:00 a.m. and reporting time of 2:00 a.m. If an employee is called and told to report at his/her normal starting time he/she shall not be paid for travel time. Further, if an employee is told to report to work six (6) or more hours prior to their reporting time, they shall not be paid for travel time. For example, an employee who gets a call at midnight to report to work at 2:30 a.m., will receive pay for up to one (1) hour for travel time between 1:30 a.m. and reporting time of 2:30 a.m. If, on the other hand, the employee is told at 8:30 p.m. or earlier to report to work at 2:30 a.m., the employee will not receive pay for travel time.**

### Tentative Agreement

If a Transfer Station employee cannot, through no fault of his/her own, report at the designated reporting time, the driver/operator will notify the Public Works Director or his/her designee **by phone, text, or other form of communication such as an app, if discussed with the Union,** that he/she will not be able to make it in to work by the reporting time, **with the reason for not being able to report on time and the time that (s)he will be able to report to work.** The Public Works Director or his/her designee will then communicate to the driver/operator whether he/she is still required to report to work.

Non-bargaining unit employees can be utilized to remove snow/ice during working hours.

- 7.7 Employees will be provided with one (1) fifteen (15) minute break during the morning work period. The break period is defined as a rest period from work activity. Travel time to a facility serving or selling food beverages is included in the fifteen (15) minute break.

## **ARTICLE 8**

### **WAGES AND BENEFITS**

#### **Tentative Agreement**

- 8.0 Wages shall be subject to this Agreement, pursuant to the following subsections, and shall be paid according to the wage scale set forth in Appendix II which is attached hereto and made a part of this Agreement.

**Fiscal Year 2023-2024: Retroactive to July 1, 2023 for employees on the payroll at the time of execution, 2.25%.**

- **The position of Operator I will be created and filled by four (4) individuals, and the hourly rate of pay will be \$30.00 at the time the individual fills the position. This rate is not subject to the 2.25% GWI in fiscal year 2023-2024.**
- **The current Operator position will be renamed "Operator II".**

**Fiscal Year 2024-2025: 2.25%**

**Fiscal Year 2025-2026: 2.5%**

**Fiscal Year 2026-2027: 2.25%**

#### **Tentative Agreement**

- 8.1 On the first day of the month following an employee's date of hire, unless the employee's date of hire is the first day of the month, the Town shall make available to its full-time employees and their dependents the State of Connecticut Partnership Plan. If an employee (or spouse or dependent(s)) do not comply with the wellness provisions/requirements of the plan, known as the Health Enhancement Program ("HEP"), (s)he will be responsible for penalties issued for noncompliance.

~~Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as "health plan(s)"). SEE Appendix III. The medical coverage shall include: Preventive Care, Medical Office Visits, Allergy Service, Diagnostic Lab and X-ray, Rehabilitative Therapy, Hospitalization, Surgery, Emergency and Urgent Care, Home Health Care, Ambulance, Durable Medical Equipment, Skilled Nursing, Prosthetics, Generic and Brand drugs. The dental component of~~

~~the health plan has a deductible of \$25/\$75 which is applied to all three categories, Diagnostic and Preventive Services, Basic Services and Major Services. Diagnostic and Preventive Services, as well as Basic Services will be covered at 80%. Major Services are covered at 50%. There is a \$1,000 per member maximum per year.~~

~~The Town will make available the Century Preferred \$25 Co-Pay Plan ("PPO") and a \$2,000/\$4,000 HDHP. The Town will then contribute to the employee's HSA each plan year 50% of applicable deductible for either single coverage or single plus one or family coverage in July of each fiscal year. Employees must be enrolled in the HDHP for the entire plan year or, if a new employee, for the plan year in which (s)he enrolls. The Town's contribution towards the applicable deductible for new employees who select the HDHP will be prorated based upon the month in which the employee begins employment. Employees who choose to be covered by the HDHP, but legally cannot have a HSA, will be covered by an IRS approved Health Reimbursement Arrangement ("HRA"), meaning they will be reimbursed up to 50% of the applicable deductible for out-of-pocket medical expenses incurred when utilizing the HDHP.~~

~~Effective July 1, 2017, if an employee chooses to be covered by the Century Preferred \$25 Co-Pay Plan ("PPO"), the employee can "buy-up" to the PPO plan, meaning the employee will pay the difference between what the Town is contributing towards the HDHP (deductible and premium) and the cost of the PPO plan.~~

~~Beginning July 1, 2022, if eligible, the Town may eliminate the PPO and the HDHP and move to the State of Connecticut Partnership Plan. If an employee (or spouse or dependent(s)) do not comply with the wellness provisions/requirements of the plan, known as the Health Enhancement Program ("HEP"), (s)he will be responsible for penalties issued for noncompliance.~~

If the Town decides to provide medical and prescription drug benefits through alternative carriers or through self-insurance the benefits shall be provided on a reasonably equivalent basis. All references to specific vendors will be made generic. Employees will be notified of any change in carrier or plan administration 30 days prior to said change or as soon as practicable.

### **Tentative Agreement**

8.1a All members of the bargaining unit shall contribute, by authorized payroll deduction, to the premium cost of the health insurance plans, according to the following schedule. Such contributions will be deducted weekly by the Town on a pre-tax basis.

- ~~1) Effective upon ratification and approval, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction: —~~

~~Century Preferred (\$25 Co-Pay Plan) Buy-up~~

~~HDHP 12%~~

2) Effective July 1, 2023, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

~~Century Preferred (\$25 Co-Pay Plan) Buy-up~~

~~HDHP 12%~~

or

~~The Connecticut Partnership Plan 12%~~ 13%

2) **Effective July 1, 2024, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:**

**The Connecticut Partnership Plan 13%**

3) **Effective July 1, 2025, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:**

**The Connecticut Partnership Plan 14%**

4) **Effective July 1, 2026, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:**

**The Connecticut Partnership Plan 14%**

8.2 Life insurance will be provided to all employees after three (3) months of service in the amount of \$70,000.

8.3 Meal allowances will be provided as in the past for emergency work performed: up to \$5.00 will be provided for breakfast; up to \$10.00 will be provided for lunch; and up to \$15.00 will be provided for dinner. Original receipts must be provided in order to be reimbursed for meals in accordance with this section.

8.4 The Town and the Union agree to accept the provisions of the Connecticut Municipal Employees Retirement Fund B ("MERF B"). Contributions made by employees to MERF B will be made on a pre-tax basis.

The Town and the Union will enter into a MOA that as soon as legally permissible, the Town and the Union will negotiate the implementation of a defined contribution plan for newly hired employees.

- 8.5 The retired employee will be offered medical insurance coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
- 8.6 Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$1,000 for waiving coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments of \$500 in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1 of each fiscal year indicating his/her intent not to participate in the Town-provided insurance coverage. Further, Such employees must present evidence to the Town that they are covered under another insurance program.

Employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Director of Human Resources in writing:

- 1) Involuntary termination of the alternative health benefit plan coverage;
- 2) Ineligibility of the employee and/or dependent(s) under the alternative plan;
- 3) The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
- 4) Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such request and documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan. Employees who are reinstated to insurance coverage provided by the Town shall reimburse, the Town, by payroll deduction the pro rata share of any waiver payment made.

## **ARTICLE 9** **HOLIDAYS**

- 9.0 Employees shall be paid for and have the following days off as holidays:

1/2 day before New Year's Day	Labor Day
President's Day	Veterans Day
New Year's Day	Memorial Day

Good Friday  
Fourth of July  
Christmas Day

Thanksgiving Day  
Columbus Day  
1/2 Day before Christmas  
Martin Luther King's Birthday

In addition to the holidays set forth above, employees who are not assigned to the Transfer Station will receive the day after Thanksgiving as a paid holiday. Employees assigned to the Transfer Station will receive Lincoln's Birthday as a paid holiday rather than the day after Thanksgiving.

9.0a Transfer Station Employees (holidays)

- 1) Due to the fact that the Transfer Station can never be closed for two (2) days between Monday and Friday during any workweek, employees assigned to the Transfer Station have a slightly different holiday schedule than employees assigned to the Public Works Department.
- 2) When a holiday falls on a Saturday, employees assigned to the Transfer Station receive that Saturday off in recognition of the holiday.
  - a) When a holiday is observed on a Saturday and an employee has that Saturday off from work in accordance with his/her work schedule/rotation, that employee shall receive Friday off as a holiday.
- 3) When a holiday is observed on a Monday and an employee has that Monday off from work in accordance with his/her work schedule/rotation, that employee shall receive Tuesday off as a holiday.
- 4) Rather than receiving the day of Good Friday off as a holiday, employees assigned to the Transfer Station shall receive the Saturday before Easter off as a holiday in place of the day of Good Friday.
- 5) Rather than the two (2) half (1/2) days received by employees assigned to the Public Works Department on the day before Christmas and the day before New Year's Day, employees assigned to the Transfer Station shall receive the Saturday in between Christmas and New Year's Day off as a holiday, whenever Christmas and New Year's Day fall on a Monday, Tuesday, Wednesday, Thursday or Friday.
  - a) When December 25<sup>th</sup> falls on a Friday, such that Friday and Saturday would normally be celebrated as holidays, an employee whose work schedule/rotation would already have granted that employee Saturday December 26<sup>th</sup> off shall receive eight (8) hours overtime pay in lieu of any additional holiday time off work.
  - b) When December 26<sup>th</sup> and January 1<sup>st</sup> fall on a Saturday, employees assigned to the Transfer Station shall receive Friday, December



24<sup>th</sup>, Saturday, December 25<sup>th</sup>, and Saturday January 1<sup>st</sup> off. The employee whose work schedule/rotation would have already granted Saturday, December 25<sup>th</sup> off from work shall receive eight (8) hours overtime pay in lieu of any additional holiday time off from work. The employee whose work schedule/rotation would have already granted him/her Saturday, January 1<sup>st</sup> off from work shall receive Friday, December 31<sup>st</sup> as a holiday.

- c) When December 25<sup>th</sup> and January 1<sup>st</sup> fall on a Sunday, employees assigned to the transfer station shall receive Monday, December 26<sup>th</sup> off in recognition of Christmas Day, Saturday December 31<sup>st</sup> off, and Monday January 1<sup>st</sup> off in recognition of New Year's Day.
  - 1) When an employee's work schedule/rotation already granted that employee the Monday off, that employee shall receive Tuesday off as a holiday.

### Tentative Agreement

- ~~6) — For holidays that are celebrated by employees assigned to the Transfer Station, such employees receive pay at their straight time rate for the number of hours their schedule and rotation would otherwise have had them working that day. If their schedule and rotation would otherwise have had them working less than 8 hours on that holiday, they shall receive pay at 1 ½ times their straight pay rate for any hours or fractions of hours necessary to bring their normal tour of duty for that day up to 8 hours.~~
  - ~~a) — For example, when a holiday falls on a Tuesday, an employee whose normal tour of duty that day would have been 8 hours, that employee shall receive 8 hours of straight time holiday pay for their Tuesday off. An employee whose normal tour of duty that day would have been 6.5 hours shall receive 6.5 hours of holiday at their straight time rate, and 1 ½ hours at 1 ½ times their straight time rate. An employee whose tour of duty according to the schedule and rotation would have been for 7.5 hours would receive 7.5 hours of holiday at their straight time rate, and .5 hours at 1 ½ times their straight rate.~~

- 9.1 If a Holiday falls on a Sunday, the following Monday shall be considered the Holiday. If a Holiday falls on a Saturday, the Holiday shall be observed the preceding Friday. This Section applies to Highway Department employees and not to Transfer Station employees.
- 9.2 If an employee is required to work on one (1) of her/his paid Holidays, (s)he shall be paid for a minimum of three (3) hours at one and one-half (1-1/2) times his/her regular rate of pay plus his/her regular Holiday pay.

**ARTICLE 10**  
**VACATIONS**

**Tentative Agreement**

- 10.0 Employees who have completed one (1) year of service on his twelve (12) month anniversary date of hire shall be entitled to a vacation of two (2) weeks annually on the following basis: Ten (10) work days annually. **Employees who have completed one (1) year of service with the Town, may carry over up to five (5) vacation days into the next fiscal year with the approval of the Director of Human Resources; vacation days that are carried over must be used by the end of the fiscal year.**

**For example, an employee who is hired on May 5, 2022, and then completes one (1) year of service on May 5, 2023, may, with the approval of the Director of Human Resources, carry over up to five (5) vacation days which must be used by the end of fiscal year 2023-2024.**

- 10.1 Employees who have completed five (5) years of service on their anniversary date of hire shall be entitled to a vacation of three (3) weeks annually on the following basis: Fifteen (15) work days annually.
- 10.2 a) Employees who have completed fifteen (15) years of service on their anniversary date of hire shall be entitled to a vacation of four (4) weeks annually on the following basis: Twenty (20) work days annually. Said employee may not take more than two (2) consecutive weeks of vacation at one time.
- b) Employees who have completed twenty (20) years of service on their anniversary date of hire shall be entitled to a vacation of five (5) weeks annually on the following basis: Twenty-five (25) work days annually. Said employee may not take more than two (2) consecutive weeks of vacation at one time.

For the purpose of computing vacation leave, the calendar month shall be used, except that a person appointed during the first fifteen (15) days of any month shall be considered as having been appointed on the first (1st) day of the month, and those appointed after the fifteenth (15th) day of any month as having been appointed on the first (1st) day of the succeeding month. Employees must take all vacation leave earned during the fiscal year following the anniversary date of hire on which it is earned.

- i) Employees who are separated or terminated from the Town and who have accrued vacation to their credit at the time of separation/termination shall be paid the salary equivalent to the accrued vacation leave based on vacation days accrued and prorated according to months completed in fiscal year.
- 10.3 In addition to the vacation benefit detailed above, each employee who has completed his first year of full employment with the unit shall be granted three (3) additional vacation days during each fiscal year that vacation days are

accrued/increased i.e., five (5) years, ten (10) years, fifteen (15) years, twenty (20) years.

Employees hired after September 1, 1999 will not be granted the three (3) additional vacation days.

Employees who are entitled to three (3) or more weeks of vacation annually may carry over up to five (5) vacation days per fiscal year up to a maximum of twenty-five (25) vacation days.

- 10.4 Employees shall not be called back to work while on vacation except for emergency work. If an employee would like to be called back for emergency work while on vacation, (s)he must notify the Director of Public Works or his designee, in writing, prior to the start of vacation. If called back for emergency work, (s)he shall receive the regular vacation pay plus time and one-half (1-1/2) for the hours worked performing emergency work.

#### **Tentative Agreement**

- 10.5 Employees will use ADP ETime or another approved Town system to request vacation which shall be granted their vacation by seniority preference subject to operational demands as determined by the Department Head. Once vacation is granted a more senior employee cannot bump a less senior employee who was granted time off.
- 10.6 Due to the difference in work schedules between the Highway Department and the Transfer Station, vacation benefits, as set forth in this Article, will be converted to an hourly amount for the purpose of tracking such days for employees assigned to the Transfer Station.

### **ARTICLE 11 LEAVE PROVISIONS**

- 11.0 Each employee shall earn fifteen (15) days sick leave each fiscal year. Employees hired after July 1, 1996 shall earn twelve (12) days sick leave each fiscal year.
- a) Each employee in the bargaining unit hired prior to July 1, 1996, who serves continuously shall earn a total of fifteen (15) working days paid sick leave during the year (at the rate of one and one-quarter (1-1/4) days per month from July 1). Employees hired after July 1, 1996, who serves continuously, shall earn a total of twelve (12) working days paid sick leave during the year (at the rate of one (1) day per month from July 1).

#### **Tentative Agreement**

- b) For employees hired prior to January 1, 1985, any unused portion of sick leave shall accumulate from fiscal year to fiscal year with no maximum.

Employees hired after December 31, 1984, shall accumulate sick leave to a maximum of one hundred twenty (120) days. Employees hired after July 1, 1996, shall accumulate sick leave to a maximum of seventy-five (75) days.

**Beginning in fiscal year 2023 – 2024**, full-time employees who have completed one (1) year of service will be allowed to request that **up to one (1) two (2) unused sick days** be converted to a **up to two (2) personal days**. Such request must be made in writing to the Human Resource Director or his/her designee. An employee must give at least forty-eight (48) hours' notice prior to taking personal leave unless due to an emergency.

- c) If the Director of Human Resources or his/her designee suspects sick leave abuse, an employee may be required to submit a physician's note supporting the employee's next absence from work due to sickness. The decision of the Director of Human Resources or his/her designee will not be made in an arbitrary or capricious manner.
- d) Due to the difference in work schedules between the Highway Department and the Transfer Station, sick leave benefits, as set forth in this Article, will be converted to an hourly amount for the purpose of tracking such days for employees assigned to the Transfer Station.

11.1 Five (5) days special leave with pay shall be granted for death in the immediate family. If the burial is out of state, the employee shall receive one (1) additional day. Immediate family shall mean: wife, husband sister, mother, father, stepmother, stepfather, brother, children, mother-in-law, father-in-law or any person residing in the employee's household. Extended leave may be granted for special cases with the approval of the Town.

11.2 In the event of the death of an employee, his dependent survivors shall receive his normal weekly wage for one (1) month following his last earned pay for four (4) consecutive weeks. If the deceased employee has an accumulated sick leave, his survivors shall receive the balance of the accumulated time in monetary value.

- a) An employee, upon retirement, shall receive on the basis of his current wages one hundred percent (100%) compensation for any of his unused accumulate sick leave as severance pay in lump sum within two (2) months, provided, however, that no such payment shall be made to employee who resign employment with the Town. Effective July 1, 1988, any employee hired after July 1, 1988, upon retirement, shall receive on the basis of his current wages, one hundred percent (100%) compensation for any of his unused accumulated sick leave up to a maximum of seventy (70) days as severance pay in a lump sum within two (2) months, provided that no such payment shall be made to employees who resign from their employment with the Town. Effective July 1, 1996, any employee hired after July 1, 1996, upon retirement, shall receive on the

basis of his current wages, one hundred percent (100%) compensation for any of his unused accumulated sick leave up to a maximum of forty (40) days as severance pay in a lump sum within two (2) months, provided that no such payment shall be made to employees who resign their employment with the Town.

Employees hired after September 1, 1999, upon retirement, shall receive on the basis of his current wages, one hundred percent (100%) compensation for any of his unused accumulated sick leave up to a maximum of twenty (20) days as severance pay in a lump sum within two (2) months, provided that no such payment shall be made to employees who resign their employment with the Town. Employees hired after May 9, 2017, shall not receive payment upon retirement for accrued but unused accumulated sick leave.

### Tentative Agreement

- 11.3 Time off without loss of pay to act as a pallbearer shall be granted upon request ~~from the Union officers and to the Department Head with approval of from the~~ First Selectman ~~or his/her designee.~~ **The employee requesting the day off should contact his/her Union.**
- 11.4 A leave of absence without benefits requested in writing to the Town by an employee or his qualified Representative shall be granted for a maximum period of one (1) year for legitimate purposes in the discretion of the First Selectman. Leave for other employment shall not be grounds for leave of absence. Failure to return to work after the authorized leave of absence shall terminate an employee's seniority rights. Upon return to work, all other rights and privileges shall be granted as if there was no break; however, seniority and other benefits are not accrued during a leave of absence.
- 11.5 Workers' Compensation shall be supplemented by the difference in the employee's regular pay for no longer than a period of fifteen (15) months over a rolling two (2) year period. In cases where the employee does have a third-party claim, he shall advise the Town Counsel or have his attorney advise the Town Counsel of the status of this third-party claim. The Town shall be entitled to reimbursement for payments made under this Section should the employee have recourse against a third party in accordance with the procedures contained in the Workers' Compensation Law.

Any employee who is absent from work for a period of fifteen (15) months over a rolling two (2) year period, for any reason, including but not limited to an absence covered by the Workers' Compensation Act, will be required to submit a note from his/her treating physician stating that (s)he will be able to return to work, without restrictions, within thirty (30) calendar days. If the employee's treating physician states that (s)he will be able to return to work, without restrictions, within thirty (30) calendar days and the Town's doctor concurs with the employee's treating physician, the employee's job will remain open. If, however, the Town's doctor does not concur with the employee's treating

physician, the employee's treating physician and the Town's physician will agree upon a physician who will examine the employee to determine if (s)he will be able to return to his/her position, without restrictions, within thirty (30) calendar days. If it is determined that the employee will not be able to return to his/her position within thirty (30) calendar days, his/her employment with the Town will be separated. Further, it is understood that if it is determined at any time during the employee's absence that (s)he, because his/her injury, will never be able to perform the essential functions of his/her position, his/her employment with the Town will be separated.

- 11.6 Military Leave shall be afforded in compliance with the Town of Branford Military Leave policy.
- 11.7 Leave for family or medical reasons shall be afforded in compliance with the federal Family and Medical Leave Act.

**ARTICLE 12**  
**GRIEVANCE PROCEDURE**

- 12.0 The purpose of the grievance procedure is to provide an orderly method of adjusting grievances. Any employee, within the bargaining unit, having a problem concerning the interpretation or application of a provision of this agreement may file a grievance. The Supervisor shall provide the Chief Steward with copies of notices of discipline. Time extension beyond those stipulated below may be arrived at by mutual agreement of the parties concerned.

**Step 1 Employee to Department Head**

The employee's immediate Steward shall present to his Department Head all facts available pertaining to the problem or incident, within fifteen (15) working days of the date upon which the affected employee(s) or the Union knew or should have known of the act, event or condition which constitutes the basis of the grievance.

Within seven (7) working days, the Department Head shall adjust the problem or notify the employee and/or his Representative of his decision.

**Step 2. To the Human Resource Director**

If the employee and his/her representative still feel further review is necessary, the Union will request, in writing, a meeting with the Director of Human Resources within seven (7) working days of the Step 1 response. The Director of Human Resources will respond to the grievance within seven (7) working days after meeting with the Union.

**Step 3. To the First Selectman or his/her Designated Representative**

If the employee and his/her Representative still feels further review is necessary, the Union will request a meeting with the First Selectman or his/her designated representative. The First Selectman or his/her designated representative shall, within ten (10) working days, call a meeting of all the parties concerned and the Union's Grievance Committee and discuss the problem fully.

The First Selectman or his/her designated representative may render his/her decision in writing, either at the end of the meeting or within seven (7) working days after the meeting, to the Representative of the Union.

### Step Arbitration

In the event the Union feels that further review is justified, the Union shall file a notice of appeal within fifteen (15) working days to submit the matter to arbitration by the State Board of Arbitration or, if the Union and the Town mutually agree, to the American Arbitration Association; the costs of the American Arbitration Association shall be borne equally by both parties. A copy of said notice of appeal shall also be filed with the Director of Human Resources.

It is the function of the arbitrator to interpret the Agreement. S(h)e shall make and issue decisions only regarding matters expressly submitted to him/her within the written terms of this Agreement. His/her decision or award shall be final and binding upon the parties hereto. The arbitrator has no authority or power to add to, subtract from, disregard, or alter any of the written terms of this Agreement. The arbitrator's power and authority shall be limited to the application and interpretation of this Agreement as applied to the subject of the particular grievance at issue.

For the purpose of this Article, a "working day" shall be defined as a day in which the Branford Town Hall is open for regular business.

## **ARTICLE 13** **SAFETY AND HEALTH**

- 13.0 Both parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

The Town is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. The Town will provide employees with protective equipment to be utilized when directed by the director or his designee.

The Town will maintain safety and health practices consistent with legal requirements. If an employee is ever in doubt about how to safely perform a job, it is the employee's responsibility to ask the director or his/her designee for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the director or his/her designee. If an employee is injured, a Report of Accident Form must be completed. Further, a Claim for Workers' Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

- 13.1 Should an employee complain that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by Representatives of the Town and the Union. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure in this Agreement.
- 13.2 Employees will not be required to perform evictions.

#### **ARTICLE 14** **PRIOR PRACTICE**

- 14.0 Any and all privileges enjoyed by the employee prior to the date of this Agreement will not be denied to them because of the signing of this Agreement, unless the parties through collective bargaining mutually agree to changes or have specifically waived any of these privileges.

#### **ARTICLE 15** **UNION ACTIVITIES**

- 15.0 Union officers, not to exceed one (1), shall be allowed to attend official Union conferences without loss of pay for a period not to exceed three (3) workdays each fiscal year.
- 15.1 In the event Union officials are required to meet with Town officials on grievance matters, or contract negotiations during their regular working hours, they shall not suffer any loss of pay for the time involved. All other Union meetings or Union business is prohibited during working hours unless approved by the Department Head or his/her designee.

#### **ARTICLE 16** **SUB-CONTRACTORS**

- 16.0 The Town has the right to obtain from any source and to contract for materials, services, supplies and equipment, including work currently performed by members of the bargaining unit. However, subcontracting shall not result in a layoff of a bargaining unit member who normally performs such work.



**ARTICLE 17**  
**CLOTHING ALLOWANCE**

**Tentative Agreement**

- 17.0 **Beginning July 1, 2023**, all bargaining unit employees shall receive ~~One Hundred (\$100.00)~~ **Two Hundred Dollars (\$200)** each fiscal year towards the purchase of work boots. **Effective July 1, 2024, the amount will increase to Two Hundred and Twenty-Five Dollars (\$225)**. ~~Beginning July 1, 2017 the amount will be increased to One Hundred and Fifty Dollars (\$150) each fiscal year towards the purchase of work boots. Effective July 1, 2022, the amount will be increased to One Hundred and Seventy-Five Dollars (\$175) each fiscal year towards the purchase of work boots.~~ Said work boot allowance must be used for work boots that are used on the job and will be paid to an employee upon the submission of his original receipt for the work boots to the Finance Department.

Mechanics shall receive and wear the work clothing provided by the Town; said clothing shall be supplied and laundered at no cost to the mechanic. All other employees will be provided with and shall wear the uniform designated by the Town. The Town agrees to provide the uniforms and five (5) work shirts, but reserves the right to select both the uniform, the uniform provider and the work shirts.

**ARTICLE 18**  
**TOOL REPLACEMENT**

- 18.0 Employees' tools, if damaged, may be replaced at the discretion of the First Selectman or his designee.

**ARTICLE 19**  
**LAYOFF**

- 19.0 In the event of a layoff, the affected employee shall be given at least two (2) weeks' notice in writing, and the order of layoffs shall be as follows:
- a) Seasonal/Temporary help
  - b) Probationary Employees (by seniority); and
  - c) Full-time Employees (by seniority).
- 19.1 If the Town of Branford determines that a layoff is required among full-time employees, said layoff will be in the department/position, as determined by the Town of Branford. The laid off individual may bump a less senior employee in a position in which (s)he is qualified to perform, as determined by the appropriate authority (department head, supervisor or First Selectman) in the department

where the individual will be assigned. A determination of "not qualified" shall not be made on arbitrary, capricious, or discriminatory grounds. An employee who "bumps" into a position pursuant to this section shall accept the current level of wages and benefits for that position.

- 19.2 Laid-off employees shall be subject to recall in inverse order of layoff for twelve (12) months from the date of layoff. A qualified laid-off employee, as determined by the appropriate authority (department head, supervisor or First Selectman), shall be accorded an opportunity for re-employment prior to new employees being hired, provided such laid-off employees responded to a call to report for work not more than five (5) working days after receipt of notice sent to him/her by registered mail, to his/her last known post office address. If such laid-off employee fails to report for work within fifteen (15) days, he/she shall lose all rights of seniority unless he/she is temporarily incapacitated, preventing his/her reporting or is employed elsewhere. In either case, he/she must notify the Town in writing, by registered mail within five (5) days after the receipt of the notice to return, that he/she will report for work:
- a) within a reasonable time under the circumstances if temporarily incapacitated;
  - b) within twenty (20) working days of receipt by the Town of the employee's notice of intent to return from other employment.
- 19.3 Positions may be temporarily filled at once by other available qualified employees in the department, as determined by the appropriate authority (department head, supervisor or First Selectman), pending the return of laid-off employees having seniority who have been notified to report for work as herein above provided.
- 19.4 Seniority rights of a laid-off employee will continue to accumulate while he/she is laid off.

## **ARTICLE 20** **MISCELLANEOUS**

### **Tentative Agreement**

- 20.0 Employees whose job description requires a valid driver's license shall report any suspension of their license to the Town within ~~two (2)~~ **one (1) working days of being notified of the suspension. Once notified, the employee shall not operate any vehicle and the Town will notice a meeting to determine the employment status of the employee.**
- 20.1 Attached as Appendix IV is a copy of the Town's drug testing policy.
- 20.2 The Town may require that bargaining unit employees move voting machines.

**Tentative Agreement**

20.3 The Town will ~~reimburse~~ **directly pay for an employee's** ~~for their annual, or more frequently if medically required,~~ CDL physical examination performed by a physician determined by the Town.

**ARTICLE 21**  
**EFFECTIVE DATE**

21.0 The date of the signing of this Agreement by the authorized Representatives of the Union and the Town shall constitute the effective date of this Agreement.

21.1 The Town will email each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be emailed a copy of this Agreement at the time of hire.

**Tentative Agreement**

This Agreement shall remain in full force and effect for a period from execution through June 30, 2023~~27~~. Thereafter, this Agreement shall be considered automatically renewed for successive periods of one year, unless either party shall, on or before one hundred twenty (120) days prior to the termination of this Agreement, serve written notice on the other party of a desire to terminate, modify or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**THE TOWN OF BRANFORD**

**TEAMSTERS LOCAL 443**

\_\_\_\_\_  
James B. Cosgrove  
First Selectman

\_\_\_\_\_  
Margaret Luberda

Director of Human Resources

---

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# BOARD OF SELECTMEN

BRANFORD, CONNECTICUT

# Item #3

JAMES B. COSGROVE  
*First Selectman*

ANGELA M. HIGGINS  
RAYMOND E. DUNBAR, JR.



1019 MAIN STREET  
POST OFFICE BOX 150  
BRANFORD, CT 06405  
(203) 488-8394  
FAX: 481-5561  
[www.branford-ct.gov](http://www.branford-ct.gov)

May 8, 2023

Moderator Flanigan,

I respectfully request the RTM consider the establishment of a harbor management commission as set forth in CGS Sec. 22a-113k. Proper stewardship of Branford's navigable waterways is instrumental in order to maintain the economic, environmental, and recreational vitality of these natural resources. Harbor Master Vin Suppa and I look forward to an opportunity to discuss the merits of a harbor management commission.

Sincerely,

A handwritten signature in black ink, appearing to read "James B. Cosgrove".

James B. Cosgrove

Cc:

Donna Laich, RTM Clerk

Ray Ingraham, Majority Leader

Tracy Everson, Minority Leader

Lisa Arpin, Town Clerk

Vin Suppa, Harbor Master

**RECEIVED**  
MAY - 9 2023  
BRANFORD TOWN CLERK

BOARD OF SELECTMEN  
BRANFORD, CONNECTICUT



JAMES B. COSGROVE  
*First Selectman*

ANGELA M. HIGGINS  
RAYMOND E. DUNBAR, JR

1019 MAIN STREET  
POST OFFICE BOX 150  
BRANFORD, CT 06405  
(203) 488-8394  
FAX: 481-5561  
www.branford-ct.gov

DATE: June 15, 2023  
TO: Dennis Flanigan, RTM Moderator  
FROM: James B. Cosgrove, First Selectman  
RE: RTM Agenda

RECEIVED  
2023 JUN 20 A 11:13  
Katie E. Flanigan  
BRANFORD TOWN CLERK

At the Board of Selectmen's Meeting held on June 7, 2023 the Board unanimously approved the acceptance of a parcel of land located at 210 Pine Orchard Road. The property is a land locked parcel located adjacent to the town owned Young's Pond parcel.

Acceptance of this property also received a favorable report by the Planning and Zoning Commission at their meeting held on May 4, 2023.

Please place this item on the next agenda of the RTM for legislative approval. Thank you for your consideration.



**PLANNING AND ZONING COMMISSION**

1019 Main Street, PO Box 160, Branford, CT 06405  
Tel: (203) 488 - 1285, Fax: (203) 315 - 2168

*Approved  
BOS  
6/7/2023*

*Noted  
6/14/2023*

2023 JUN 20 A 11:13

RECEIVED

May 11, 2023

James B. Cosgrove  
First Selectman  
Town of Branford  
1019 Main Street  
Branford, Connecticut 06405

Dennis T. Flanigan  
Moderator, Representative Town Meeting  
Town of Branford  
1019 Main Street  
Branford, Connecticut 06405

Re: Land Donation – 210 Pine Orchard Rd

Dear Messrs. Cosgrove and Flanigan,

At the Planning & Zoning Commission meeting held on Thursday, May 4, 2023 the Commission voted to send a favorable report in response to the CGS 8-24 referral for the donation of the parcel of land located at 210 Pine Orchard Road.

Sincerely,

Harry A. Smith, AICP  
Town Planner

BOARD OF SELECTMEN

BRANFORD, CONNECTICUT



JAMES B. COSGROVE  
*First Selectman*

ANGELA M. HIGGINS  
RAYMOND E. DUNBAR, JR.

1019 MAIN STREET  
POST OFFICE BOX 150  
BRANFORD, CT 06405  
(203) 488-8394  
FAX: 481-5561  
www.branford-ct.gov

April 20, 2023

Charles Andres, Chairman  
Planning and Zoning Commission  
c/o Branford Town Hall  
1019 Main Street  
Branford, CT 06405

RE: 8-24 Referral – 210 Pine Orchard Road

Dear Chairman Andres,

The town has been approached by the owner of property located at 210 Pine Orchard Road to consider accepting a donation of the property to the town. The property is a land locked parcel located adjacent to the town owned Young's Pond parcel.

Pursuant to C.G.S. Sec 8-24 please consider this letter as a referral to review the acquisition and acceptance of 210 Pine Orchard Road by the town at the next Planning and Zoning meeting.

Thank you for your consideration.

Very truly yours,

James B. Cosgrove  
First Selectman

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2023 JUN 20 AM 11:13  
BRANFORD, CT  
TOWN CLERK



L|T|K|E LAW Lynch, Traub, Keefe & Errante

† Hugh F. Keefe  
‡ Steven J. Errante  
§ John J. Keefe  
¶ Charles E. Tiernan, III  
Richard W. Lynch  
§ Marisa A. Bellair

Michael A. Leone  
Benjamin D. Gettlinger  
Matthew D. Poplawski  
Rosalie D. Louis  
Garrett A. Denniston  
Justin M. Ahern  
Stephen R. Baranoski

\* Donn A. Swift, Of Counsel  
Stephen I. Traub, Of Counsel  
  
William C. Lynch, Founder  
(1924 - 2006)

\* BOARD CERTIFIED CIVIL TRIAL LAWYER  
† BOARD CERTIFIED CRIMINAL TRIAL LAWYER  
‡ BOARD CERTIFIED CIVIL & CRIMINAL TRIAL LAWYER  
§ ALSO ADMITTED IN NEW YORK

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2023 JUN 20 AM 11:13  
M. J. O'SHEA  
TOWN CLERK

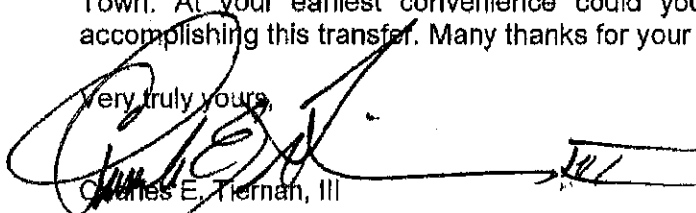
March 28, 2023.

James Cosgrove, First Selectman  
Town of Branford  
1019 Main Street  
Branford, CT 06405

Re: **Janet S. Ryan**  
**Property Located at 210 Pine Orchard Road, Branford, CT**

Dear First Selectman Cosgrove:

Please be advised that we represent Janet S. Ryan, who is the owner of a property located at 210 Pine Orchard Road. Attached hereto please find the vision appraisal documentation reflecting that property and also a map with the location. I believe Ms. Ryan met with you recently to discuss deeding this property to the Town of Branford at no cost to the town. You and I spoke briefly recently about this and I confirmed I would forward you correspondence confirming the fact that she is desirous of donating the property to the Town. At your earliest convenience could you kindly advise of the mechanics of accomplishing this transfer. Many thanks for your kind cooperation.

Very truly yours,  
  
Charles E. Tiernan, III

CET/rmj  
Encs.

Ccs: Janet S. Ryan  
29 Thimble Farms Road  
Branford, CT 06405

William Aniskovich, Esq.  
Town Attorney  
Town of Branford  
1019 Main Street  
Branford, CT 06405

W:\00000-000 No File Number\CET\New Files\JANET RYAN 210 PINE ORCHARD ROAD.docx

# Item #4

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2023 JUN 20 A 11:13

*Janet S. Ryan*  
DEPT. OF REVENUE CLERK

## 210 PINE ORCHARD RD

Location 210 PINE ORCHARD RD

Mblu G09/000 004/ 00021//

Acct# 011414

Owner RYAN JANET S

Building Name

Assessment \$76,100

Appraisal \$108,700

PID 10501

Building Count 1

### Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$108,700	\$108,700

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$76,100	\$76,100

### Owner of Record

Owner RYAN JANET S  
Co-Owner  
Address 29 THIMBLE FARMS RD  
BRANFORD, CT 06405

Sale Price \$0  
Certificate  
Book & Page 1248/0225  
Sale Date 09/04/2018  
Instrument 1

### Ownership History

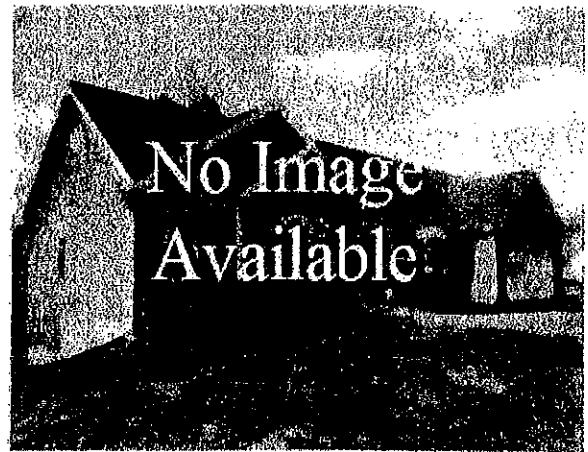
Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
RYAN JANET S	\$0		1248/0225	1	09/04/2018
RYAN GERALD P	\$0		1248/0221	25	09/04/2018
PAPA ANTHONY A EST	\$0		1187/1067	25	05/06/2016
PAPA ANTHONY A TRUSTEE	\$0		0369/0233		11/15/1984

### Building Information

Building 1 : Section 1

Year Built:  
 Living Area: 0  
 Replacement Cost: \$0  
 Building Percent Good:  
 Replacement Cost  
 Less Depreciation: \$0

**Building Photo**



(<https://images.vgsi.com/photos/BranfordCTPhotos//default.jpg>)

**Building Layout**

([https://images.vgsi.com/photos/BranfordCTPhotos//Sketches/10501\\_1060](https://images.vgsi.com/photos/BranfordCTPhotos//Sketches/10501_1060))

Building Attributes	
Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Cottage Cmplx	
Cottage Adj	
Num Park	
Fireplaces	
Fndin Cndin	
Basement	

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

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 202 JUN 20 AM 11:14  
 BRANFORD CT POLICE

**Extra Features**

Extra Features	Legend

No Data for Extra Features

**Parcel Information**

Use Code 1300  
Description Vacant MDL00  
Deeded Acres 4.24

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CITY OF HOUSTON

**Land**

**Land Use**

Use Code 1300  
Description Vacant MDL00  
Zone AA1  
Neighborhood 0100  
Alt Land Appr No  
Category

**Land Line Valuation**

Size (Acres) 4.24  
Frontage  
Depth  
Assessed Value \$76,100  
Appraised Value \$108,700

**Outbuildings**

Outbuildings	Legend
No Data for Outbuildings	

**Valuation History**

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$108,700	\$108,700
2019	\$0	\$108,700	\$108,700
2018	\$0	\$102,700	\$102,700

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$76,100	\$76,100
2019	\$0	\$76,100	\$76,100
2018	\$0	\$71,900	\$71,900

## Town of Branford Geographic Information System (GIS)

2023 JUN 20 AM 11:14

STATE OF CONNECTICUT  
SHEPHERD W. CLERK

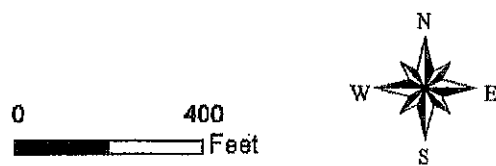


Date Printed: 4/4/2023



### MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Branford and its mapping contractors assume no legal responsibility for the information contained herein.



# Item #'s 3, 5 & 6

## TOWN OF BRANFORD REPRESENTATIVE TOWN MEETING RULES & ORDINANCES COMMITTEE REGULAR MEETING.

TUESDAY, JUNE 20TH 7:30PM

The Rules and Ordinances Committee of the Representative Town Meeting of Branford will hold a regular meeting on Tuesday, June 20, 2023 at half-past seven o'clock p.m. at the Branford Community House, 46 Church Street, Branford. The following items will be discussed and acted upon, with possible recommendations to the full RTM:

1. Establishment of a Fair Rent Commission, as required by state statute. Draft ordinance from Town Attorney to be reviewed.
2. Establishment of a Harbor Management Commission.
3. Revisions to the Solid Waste ordinance to align it with new contract going into effect July 1, 2023. Draft ordinance from Sustainability Manager to be reviewed.

Peter Black, Chair

*Melissa*  
BRANFORD TOWN CLERK

2023 JUN 19 A 11:55

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RECEIVED

2023 JUN 19 P 12:12

**Town of Branford**  
**Proposed Fair Rent Commission Ordinance**  
**May 16, 2023**

*Wesley S. Arpin*  
BRANFORD TOWN CLERK

**§ \_\_-1. Establishment; Authority.**

Pursuant to and in conformity with Connecticut General Statutes §§ 7-148b through 7-148f, 47a-20, and 47a-23c, there is hereby created a Town of Branford (the "Town") Fair Rent Commission (the "Commission") for the purpose of controlling and eliminating excessive rental charges for housing accommodations within the Town, and to carry out the purposes, duties, responsibilities and all provisions of the Connecticut General Statutes ("C.G.S.") pertaining to fair rent commissions, as the same may be amended from time to time.

**§ \_\_-2. Appointment; Terms; Membership; Vacancies.**

- A. The Commission shall consist of seven regular and three alternate members, appointed by the Board of Selectmen, each of whom shall be residents and electors of the Town and who shall serve for a term of (4) four years; provided, however, that three of the initial members shall be appointed to serve a term of four (4) years, three of the initial members shall be appointed to serve a term of three (3) years, and one of the initial members shall be appointed to serve a term of two (2) years.
- B. Members shall serve without compensation.
- C. Of the seven (7) regular members, at least two (2) shall be landlords, and two (2) shall be tenants. Among the alternate members, at least one (1) shall be a landlord, and one (1) shall be a tenant.
- D. In the event that a vacancy occurs during the term of any member, the Board of Selectmen shall fill said vacancy. Any member so appointed shall serve until the expiration of such term.
- E. The First Selectman shall serve on the Commission as an ex-officio member, without voting power.
- F. Members of the Commission shall elect a Chairperson, a Vice-Chairperson, and a Secretary for a term to be determined by vote of the Commission. The Commission shall have the power to adopt rules and regulations for its governance and the conduct of its business and shall keep a record of its proceedings.

**§ \_\_-3. Powers and duties.**

The Commission shall have all such powers and duties within the authority granted in § \_\_-1, including without limitation the following:

- A. Receive complaints, inquiries, and other communications concerning alleged excessive rental charges and alleged violations, including retaliation, of C.G.S. §§ 7-148b to 7-

148f, inclusive, C.G.S. § 47a-20, C.G.S. 21-80a and C.G.S. § 47a-23c in housing accommodations, except those accommodations rented on a seasonal basis, within its jurisdiction, which jurisdiction shall include mobile manufactured homes and mobile manufactured home park lots.

- i. "Seasonal basis" means housing accommodations rented for a period or periods aggregating not more than 120 days in any one calendar year.
  - ii. "Rental charge" includes any fee or charge in addition to rent that is imposed or sought to be imposed upon a tenant by a landlord and includes any charge that is already in effect;
- B. Make such studies and investigations regarding rental housing within the Town as are appropriate to carry out the duties and responsibilities delegated hereunder and subject to the terms, limitations, and conditions set forth herein;
  - C. Conduct hearings on complaints or requests for investigation submitted to it by any person, subject to the terms, limitations, and conditions as set forth herein;
  - D. Compel the attendance of persons at hearings, issue subpoenas and administer oaths, issue orders and continue, review, amend, terminate or suspend any of its orders and decisions;
  - E. Determine, after a hearing as set forth herein, whether or not the rent for any housing accommodation is so excessive as to be harsh and unconscionable;
  - F. Determine, after a hearing as set forth herein, whether the housing accommodation in question fails to comply with any municipal ordinance or state statute, or regulation relating to health and safety;
  - G. Determine, after a hearing as set forth herein, whether a landlord has engaged in retaliation in violation of this ordinance and make such orders as are authorized herein;
  - H. Order a reduction of any excessive rent to an amount that is fair and equitable, and make such other orders as are authorized herein;
  - I. Order the suspension or reduction of further payment of rent by the tenant until such time as the landlord makes the necessary changes, repairs, or installations so as to bring such housing accommodation into compliance with any municipal ordinance or state statute or regulation relating to health and safety;
  - J. Establish an escrow account with a local bank or financial institution into which it shall deposit all rent charges or other funds paid to it pursuant to the exercise of its powers as set forth herein; and



- K. Carry out all other provisions of C.G.S. §§ 7-148b to 7-148f, inclusive, C.G.S. § 47a-20, 21- 80a and C.G.S. § 47a-23c as now existing and as hereinafter amended, as they apply to fair rent commissions.

**§ \_\_-4. Determination of Excessive Rent.**

- A. In determining whether a rental charge or a proposed increase in a rental charge is so excessive as to be harsh and unconscionable, with due regard to all the circumstances, the Commission shall consider any and all relevant information, including without limitation:
- i. the rents charged for the same number of rooms in other housing accommodations in the same and in other areas of the municipality
  - ii. the sanitary conditions existing in the housing accommodations in question
  - iii. the number of bathtubs or showers, flush waste closets, kitchen sinks, and lavatory basins available to the occupants thereof
  - iv. services, furniture, furnishings, and equipment supplied therein
  - v. the size and number of bedrooms contained therein
  - vi. repairs necessary to make such accommodations reasonably livable for the occupants accommodated therein
  - vii. the amount of taxes and overhead expenses thereof
  - viii. whether the accommodations are in compliance with the ordinances of the Town and/or state laws and regulations relating to health and safety
  - ix. the income of the petitioner and the availability of accommodations
  - x. the availability of utilities
  - xi. damages done to the premises by the tenant, caused by other than ordinary wear and tear
  - xii. the amount and frequency of increases in rental charges
  - xiii. whether and the extent to which the income from an increase in rental charges has been or will be reinvested in improvements to the accommodations
- B. The rent of a tenant protected by C.G.S. § 47a-23c who files a complaint with the Commission pursuant to C.G.S. § 47a-23c(c)(2) may be increased only to the extent that such increase is fair and equitable, based on the criteria set forth in C.G.S. § 7-148c.

**§ \_\_-5. Complaint Procedures.**

- A. Upon the filing of a complaint, the Commission shall promptly notify all parties in writing of the receipt of the complaint. Such notice shall also inform the parties that the landlord is prohibited from retaliating against the tenant due to the filing of the complaint. It shall also inform the parties that, until a decision on the complaint is made by the Commission, the tenant's liability shall be for the amount of the last rent prior to

the increase complained of or, if there is no such increase, the last agreed-upon rent, and that an eviction based upon non-payment of rent cannot be initiated against a tenant who continues to pay the last agreed-upon rent during the pendency of the fair rent commission proceeding.

- B. If a complaint alleges housing conditions that violate a housing, health, building, or other code or state law or regulation, the Commission shall notify the appropriate municipal office or agency, which may then concurrently exercise its own powers. In addition, the Commission may request that the appropriate municipal official or agency promptly investigate and provide a report to the Commission.
- C. If two or more complaints are filed against the same landlord by tenants occupying different rental units in the same building, complex, or mobile home park that appear to raise the same or similar issues, the Commission may consolidate such claims for hearing.
- D. The Commission or municipal staff may, to the extent practicable, encourage the parties to the complaint to reach a mutually satisfactory resolution through informal conciliation. Municipal staff or town counsel may serve as informal conciliators. Any agreement to resolve the complaint shall be in writing and signed by the parties.
- E. A hearing on the complaint shall be scheduled no later than thirty (30) days after the receipt of the written complaint by the Commission, unless impracticable, in the reasonable opinion of the Commission Chair. Written notice of the date, time, and place of the hearing shall be given to the parties to the complaint at least ten (10) days prior to the hearing by first class and certified mail.
- F. All parties to a hearing shall have the right to be represented by counsel, to cross-examine witnesses, to examine documents introduced into evidence, and to call witnesses and introduce evidence. The testimony taken at a hearing shall be made under oath. Hearings shall be recorded.
- G. In the event that there is insufficient time to complete a hearing, the Commission shall have the power to adjourn the hearing to another time and date, provided, however, that no such continuation shall last longer than 60 days from the date of the original hearing date. The Commission shall have thirty (30) days from the date that it closes a hearing on a complaint to render its decision.
- H. No sale, assignment, transfer of the housing accommodation in question, or attempt to evict the tenant shall be cause for discontinuing any pending proceeding, nor shall it affect the rights, duties, and obligations of the Commission or the parties.

**§ \_\_-6. Rent Reduction; Repair Orders.**

- A. In accordance with the state Freedom of Information Act, both the hearing itself and the deliberation by the Commission shall be open to observation by the public. Until a decision on the complaint is made by the Commission, the tenant's liability shall be for the amount

of the last rent prior to the increase complained of or, if there is no such increase, the last agreed-upon rent.

- B. If the Commission determines after a hearing that the rental charge or proposed increase in the rental charge for any housing accommodation is so excessive as to be harsh and unconscionable, based on the standards and criteria set forth in § \_\_-4, it may order that the rent be limited to such an amount as it determines to be fair and equitable, effective the month in which the tenant filed the complaint. A Commission's orders may include, but are not limited to, a reduction in a rental charge or proposed rent increase; a delay in an increased rental charge until specified conditions, such as compliance with municipal code enforcement orders, have been satisfied; or a phase-in of an increase in a rental charge, not to exceed a fair and equitable rent, in stages over a period of time. Commission orders shall be effective for at least one (1) year from the date of issuance unless the Commission otherwise orders.
  
- C. If the Commission determines after a hearing that a housing accommodation fails to comply with any municipal ordinance or state statute or regulation relating to health and safety, the Commission may order the suspension or reduction of further payment of rent by the tenant until such time as the landlord makes the necessary changes, repairs or installations so as to bring the housing accommodation into compliance with such laws, statutes, or regulations. If the Commission's order constitutes a complete suspension of all rent, the rent during such period shall be paid to the Commission to be held in escrow subject to such ordinances or provisions as may be adopted by the town, city, or borough. Upon the landlord's full compliance with such ordinance, statute, or regulation for which payments were made into such escrow, the Commission shall determine after hearing such distribution of the escrowed funds as it deems appropriate.

**§ \_\_-7. Retaliatory conduct of landlord.**

No landlord shall engage in retaliatory actions, as defined in C.G.S. 7-148d(b). If the Commission determines after a hearing that a landlord has retaliated in any manner against a tenant, the Commission may order the landlord to cease and desist from such conduct and/or order the landlord to withdraw or remediate such retaliation as has already occurred.

**§ \_\_-8. Appeals.**

Any person aggrieved by any order or decision of the Commission may appeal to the Superior Court within thirty (30) days of the issuance of the written notice of the decision to the parties. Such notice shall include notice of the right to appeal, the court to which an appeal may be taken, and the time in which an appeal must be filed. Unless otherwise directed by the Commission or the court, the filing of an appeal shall not stay any order issued by the Commission.

**§ \_\_-9. Enforcement of Orders.**

- A. Any person who violates any order of rent reduction or rent suspension by demanding, accepting or receiving an amount in excess thereof while such order remains in effect, and no appeal pursuant to § 7-148e is pending, or who violates any other provision of this chapter or C.G.S. § 47a-20 or 21-80a or who refuses to obey any subpoena, order or decision of the Commission pursuant thereto shall be fined not less than \$25 nor more than \$100 for each offense. If such offense continues for more than five days, it shall constitute a new offense for each day it continues to exist thereafter.
  
- B. The Commission, in its own name or through the municipality, may bring a civil action to any court of competent jurisdiction or take any other action in such a court to enforce any order of the Commission made pursuant to this Chapter or to enjoin a violation or threatened violation of any order of the Commission.

**§ \_\_-10. Severability; Effective Date.**

The invalidity of any word, clause, section or provision of this article shall not affect the validity of any other part which can be given effect without such invalid part or parts. This article shall take effect upon passage and publication in accordance with the Branford Charter.

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**Town of Branford**  
**Proposed Fair Rent Commission Ordinance**  
**Committee Revised – 6/20/23**

*Kate Stappin*  
BRANFORD TOWN CLERK

**§ \_\_-1. Establishment; Authority.**

Pursuant to and in conformity with Connecticut General Statutes §§ 7-148b through 7-148f, 47a-20, and 47a-23c, there is hereby created a Town of Branford (the “Town”) Fair Rent Commission (the “Commission”) for the purpose of controlling and eliminating excessive rental charges for housing accommodations of any type within the Town, and to carry out the purposes, duties, responsibilities and all provisions of the Connecticut General Statutes (“C.G.S.”) pertaining to fair rent commissions, as the same may be amended from time to time.

**§ \_\_-2. Appointment; Terms; Membership; Vacancies.**

- A. The Commission shall consist of seven regular and three alternate members, appointed by the Board of Selectmen, each of whom shall be residents and electors of the Town and who shall serve for a term of (4) four years; provided, however, that three of the initial members shall be appointed to serve a term of four (4) years, three of the initial members shall be appointed to serve a term of three (3) years, and one of the initial members shall be appointed to serve a term of two (2) years. A quorum of the Commission shall be four (4) members.
- B. Members shall serve without compensation.
- C. Of the seven (7) regular members, at least one (1) shall be a landlord, and one (1) shall be a tenant; provided that there shall always be an equal number of landlords and tenants in the regular membership. Among the alternate members, at least one (1) shall be a landlord, and one (1) shall be a tenant.
- D. In the event that a vacancy occurs during the term of any member, the Board of Selectmen shall fill said vacancy. Any member so appointed shall serve until the expiration of such term.
- E. The First Selectman shall serve on the Commission as an ex-officio member, without voting power.
- F. Members of the Commission shall elect a Chairperson, a Vice-Chairperson, and a Secretary for a term to be determined by vote of the Commission. The Commission shall have the power to adopt rules and regulations for its governance and the conduct of its business and shall keep a record of its proceedings.

**§ \_\_-3. Powers and duties.**

The Commission shall have all such powers and duties within the authority granted in § \_\_-1, including without limitation the following:

- A. Receive complaints, inquiries, and other communications concerning alleged excessive rental charges and alleged violations, including retaliation, of C.G.S. §§ 7-148b to 7-148f, inclusive, C.G.S. § 47a-20, C.G.S. 21-80a and C.G.S. § 47a-23c in housing accommodations of any type, except those accommodations rented on a seasonal basis, within its jurisdiction, which jurisdiction shall include mobile manufactured homes and mobile manufactured home park lots.
  - i. “Seasonal basis” means housing accommodations rented for a period or periods aggregating not more than 120 days in any one calendar year.
  - ii. “Rental charge” includes any fee or charge in addition to rent that is imposed or sought to be imposed upon a tenant by a landlord and includes any charge that is already in effect;
- B. Make such studies and investigations regarding rental housing within the Town as are appropriate to carry out the duties and responsibilities delegated hereunder and subject to the terms, limitations, and conditions set forth herein;
- C. Conduct hearings on complaints or requests for investigation submitted to it by any person, subject to the terms, limitations, and conditions as set forth herein;
- D. Compel the attendance of persons at hearings, issue subpoenas and administer oaths, issue orders and continue, review, amend, terminate or suspend any of its orders and decisions;
- E. Determine, after a hearing as set forth herein, whether or not the rent for any housing accommodation is so excessive as to be harsh and unconscionable;
- F. Determine, after a hearing as set forth herein, whether the housing accommodation in question fails to comply with any municipal ordinance or state statute, or regulation relating to health and safety;
- G. Determine, after a hearing as set forth herein, whether a landlord has engaged in retaliation in violation of this ordinance and make such orders as are authorized herein;
- H. Order a reduction of any excessive rent to an amount that is fair and equitable, and make such other orders as are authorized herein;
- I. Order the suspension or reduction of further payment of rent by the tenant until such time as the landlord makes the necessary changes, repairs, or installations so as to bring such housing accommodation into compliance with any municipal ordinance or state statute or regulation relating to health and safety;
- J. Establish an escrow account with a local bank or financial institution into which it shall deposit all rent charges or other funds paid to it pursuant to the exercise of its powers as set forth herein; and

- K. Carry out all other provisions of C.G.S. §§ 7-148b to 7-148f, inclusive, C.G.S. § 47a-20, 21- 80a and C.G.S. § 47a-23c as now existing and as hereinafter amended, as they apply to fair rent commissions.

**§ \_\_-4. Determination of Excessive Rent.**

- A. In determining whether a rental charge or a proposed increase in a rental charge is so excessive as to be harsh and unconscionable, with due regard to all the circumstances, the Commission shall consider any and all relevant information, including without limitation:
- i. the rents charged for the same number of rooms in other housing accommodations in the same and in other areas of the municipality
  - ii. the sanitary conditions existing in the housing accommodations in question
  - iii. the number of bathtubs or showers, flush waste closets, kitchen sinks, and lavatory basins available to the occupants thereof
  - iv. services, furniture, furnishings, and equipment supplied therein
  - v. the size and number of bedrooms contained therein
  - vi. repairs necessary to make such accommodations reasonably livable for the occupants accommodated therein
  - vii. the amount of taxes and overhead expenses thereof
  - viii. whether the accommodations are in compliance with the ordinances of the Town and/or state laws and regulations relating to health and safety
  - ix. the income of the petitioner and the availability of accommodations
  - x. the availability of utilities
  - xi. damages done to the premises by the tenant, caused by other than ordinary wear and tear
  - xii. the amount and frequency of increases in rental charges
  - xiii. whether and the extent to which the income from an increase in rental charges has been or will be reinvested in improvements to the accommodations
- B. The rent of a tenant protected by C.G.S. § 47a-23c who files a complaint with the Commission pursuant to C.G.S. § 47a-23c(2) may be increased only to the extent that such increase is fair and equitable, based on the criteria set forth in C.G.S. § 7-148c.
- C. Nothing in this section shall preclude the Commission from considering other relevant circumstances.”

**§ \_\_-5. Complaint Procedures.**

- A. Upon the filing of a complaint, the Commission shall promptly notify all parties in writing of the receipt of the complaint. Such notice shall also inform the parties that the landlord is prohibited from retaliating against the tenant due to the filing of the complaint. It shall also inform the parties that, until a decision on the complaint is made by the Commission, the tenant’s liability shall be for the amount of the last rent prior to

the increase complained of or, if there is no such increase, the last agreed-upon rent, and that an eviction based upon non-payment of rent cannot be initiated against a tenant who continues to pay the last agreed-upon rent during the pendency of the fair rent commission proceeding.

- B. If a complaint alleges housing conditions that violate a housing, health, building, or other code or state law or regulation, the Commission shall notify the appropriate municipal office or agency, which may then concurrently exercise its own powers. In addition, the Commission may request that the appropriate municipal official or agency promptly investigate and provide a report to the Commission.
- C. If two or more complaints are filed against the same landlord by tenants occupying different rental units in the same building, complex, or mobile home park that appear to raise the same or similar issues, the Commission may consolidate such claims for hearing.
- D. The Commission or municipal staff may, to the extent practicable, encourage the parties to the complaint to reach a mutually satisfactory resolution through informal conciliation. Municipal staff or town counsel may serve as informal conciliators. Any agreement to resolve the complaint shall be in writing and signed by the parties.
- E. A hearing on the complaint shall be scheduled no later than thirty (30) days after the receipt of the written complaint by the Commission, unless impracticable, in the reasonable opinion of the Commission Chair. Written notice of the date, time, and place of the hearing shall be given to the parties to the complaint at least ten (10) days prior to the hearing by first class and certified mail.
- F. All parties to a hearing shall have the right to be represented by counsel or other person of their choosing, to cross-examine witnesses, to examine documents introduced into evidence, and to call witnesses and introduce evidence. The testimony taken at a hearing shall be made under oath. Hearings shall be recorded.
- G. In the event that there is insufficient time to complete a hearing, the Commission shall have the power to adjourn the hearing to another time and date, provided, however, that no such continuation shall last longer than 60 days from the date of the original hearing date. The Commission shall have thirty (30) days from the date that it closes a hearing on a complaint to render its decision.
- H. No sale, assignment, transfer of the housing accommodation in question, or attempt to evict the tenant shall be cause for discontinuing any pending proceeding, nor shall it affect the rights, duties, and obligations of the Commission or the parties.

**§ \_\_-6. Rent Reduction; Repair Orders.**

- A. In accordance with the state Freedom of Information Act, both the hearing itself and the deliberation by the Commission shall be open to observation by the public. Until a decision on the complaint is made by the Commission, the tenant's liability shall be for the amount



of the last rent prior to the increase complained of or, if there is no such increase, the last agreed-upon rent.

- B. If the Commission determines after a hearing that the rental charge or proposed increase in the rental charge for any housing accommodation is so excessive as to be harsh and unconscionable, based on the standards and criteria set forth in § \_\_-4, it may order that the rent be limited to such an amount as it determines to be fair and equitable, effective the month in which the tenant filed the complaint. A Commission's orders may include, but are not limited to, a reduction in a rental charge or proposed rent increase; a delay in an increased rental charge until specified conditions, such as compliance with municipal code enforcement orders, have been satisfied; or a phase-in of an increase in a rental charge, not to exceed a fair and equitable rent, in stages over a period of time. Commission orders shall be effective for one (1) year from the date of issuance unless the Commission otherwise orders.
  
- C. If the Commission determines after a hearing that a housing accommodation fails to comply with any municipal ordinance or state statute or regulation relating to health and safety, the Commission may order the suspension or reduction of further payment of rent by the tenant until such time as the landlord makes the necessary changes, repairs or installations so as to bring the housing accommodation into compliance with such laws, statutes, or regulations. If the Commission's order constitutes a complete suspension of all rent, the rent during such period shall be paid to the Commission to be held in escrow subject to such ordinances or provisions as may be adopted by the town, city, or borough. Upon the landlord's full compliance with such ordinance, statute, or regulation for which payments were made into such escrow, the Commission shall determine after hearing such distribution of the escrowed funds as it deems appropriate.

**§ \_\_-7. Retaliatory conduct of landlord.**

No landlord shall engage in retaliatory actions, as defined in C.G.S. 7-148d(b). If the Commission determines after a hearing that a landlord has retaliated in any manner against a tenant, the Commission may order the landlord to cease and desist from such conduct and/or order the landlord to withdraw or remediate such retaliation as has already occurred.

**§ \_\_-8. Appeals.**

Any person aggrieved by any order or decision of the Commission may appeal to the Superior Court within thirty (30) days of the issuance of the written notice of the decision to the parties. Such notice shall include notice of the right to appeal, the court to which an appeal may be taken, and the time in which an appeal must be filed. Unless otherwise directed by the Commission or the court, the filing of an appeal shall not stay any order issued by the Commission.

**§ \_\_-9. Enforcement of Orders.**

- A. Any person who violates any order of rent reduction or rent suspension by demanding, accepting or receiving an amount in excess thereof while such order remains in effect,

and no appeal pursuant to § 7-148e is pending, or who violates any other provision of this chapter or C.G.S. § 47a-20 or 21-80a or who refuses to obey any subpoena, order or decision of the Commission pursuant thereto shall be fined not less than \$25 nor more than \$100 for each offense. If such offense continues for more than five days, it shall constitute a new offense for each day it continues to exist thereafter.

- B. The Commission, in its own name or through the municipality, may bring a civil action to any court of competent jurisdiction or take any other action in such a court to enforce any order of the Commission made pursuant to this Chapter or to enjoin a violation or threatened violation of any order of the Commission.

**§ \_\_-10. Severability; Effective Date.**

The invalidity of any word, clause, section or provision of this article shall not affect the validity of any other part which can be given effect without such invalid part or parts. This article shall take effect upon passage and publication in accordance with the Branford Charter.

**§ 213-12 Compliance with other regulations.**

Transportation and handling of solid waste shall be carried out in accordance with all federal and state laws and regulations, including but not limited to the Public Health Code of the State of Connecticut, as it shall be amended from time to time. No newspaper or other solid waste, clean or otherwise, shall be set out, stored or transported in such a fashion as to cause it to blow away, become a hazard to public travel or safety or otherwise create a public nuisance.

**§ 213-13 Duration of contract.**

No contract or contracts for the purposes outlined in § 213-6G(1) shall be for more than five years.

**§ 213-14 Recycling mandated.**

**A.**

The following materials must be recycled as further set forth in this chapter:

**(1)**

**Paper.**

**(a)**

Cardboard and boxboard

**(b)**

Food and beverage cartons

**(c)**

Junk mail

**(d)**

Magazines and newspaper inserts

**(e)**

Newsprint

**(f)**

Office paper

**(g)**

Pizza boxes

**(2)**

**Glass.**

**(a)**

Beverage bottles and jars

**(b)**

Food bottles and jars.

**(3)**

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**Metal.**

(a)

Cans and bottles

(b)

Foil containers

(c)

Metal lids from cans and bottles

(d)

Aerosol containers (food grade only)

(4)

**Plastic.**

(a)

Plastic bottles (with caps attached)

(b)

Plastic containers, tubs and lids

(c)

Plastic one-use cups (no lids, no straws)

(5)

**Leaves.**

(6)

**Scrap metal.**

(7)

**Storage batteries.**

(8)

**Waste oil.**

B.

All recyclables as defined in § 213-14A above, shall be recycled by all private homes in the manner set forth in this chapter. Private homes shall not mix any such recyclables with refuse or mix refuse with any such recyclables.

(1)

Paper, glass, metal and plastic recyclable material as defined in § 213-14A above shall be placed in recycling carts as specified below.

(2)

Leaves from private homes may be picked up through a Town contract on special leaf collection days.

(a)

Such leaves placed for collection must be placed in brown paper (kraft) bags which are not sealed by tape, staples, twine or similar closures.

(b)

Leaves in plastic bags will not be collected.

(c)

Leaves may not be raked into the street or left piled at the curb.

(3)

Scrap metal, storage batteries and waste oil from private homes are not collected by the Town at the curb.

C.

All recyclables as defined in § 213-14A above shall be recycled by all RCIC's in the manner set forth in this chapter. RCIC's shall not mix any such recyclables with refuse or mix refuse with any such recyclables.

(1)

Paper, Glass, Metal and Plastic recyclable material as defined in § 213-14A above shall be placed in recycling carts as specified below. RCIC's must provide for the collection of these recyclables from their property.

(2)

Cardboard from RCIC's shall be recycled in accordance with rules set up by RCIC.

(3)

RCIC's need not provide special collections of leaves, scrap metal, storage batteries or waste oil from RCIC residents, but RCIC's are responsible for ensuring that these recyclables are not mixed with other solid waste and that they are handled in an environmentally acceptable manner.

D.

All other properties shall recycle all recyclables as designated in § 213-14A. No property shall mix any such recyclable with refuse or mix refuse with any such recyclable. The Town will assist wherever possible in establishing small generators' networks, providing a transfer location for some materials and assisting in the overall education and publicity effort concerning recycling.

(1)

All residential properties other than RCIC's and private homes must provide for the collection of paper, glass, metal and plastic recyclable materials designated in § **213-14A** from said properties. These properties include but are not limited to apartment buildings and mobile home parks.

**(a)**

Residents of said properties shall separate from other solid waste all recyclables as designated in § **213-14A**.

**(b)**

The owners of such residential properties shall provide for the collection of paper, glass, metal and plastic recyclable materials designated in designated in § **213-14A** at such property in a manner that is as convenient to the residents as their system for refuse collection.

**§ 213-15Optional recyclables.**

**A.**

The following items are designated as "optional recyclables" subject to voluntary recycling and mandatory pilot programs. Such items shall be considered recyclables for the purposes of proper use of recycling boxes, collection and transportation of recyclables and depositing or recyclable material at the recycling center, when a program has been established through regulations pursuant to this chapter to handle these materials, and the materials are to be handled in accordance with said regulations.

**(1)**

Bulky waste.

**(2)**

Drycell batteries.

**(3)**

Grass clippings.

**(4)**

H.D.P.E. plastic containers.

**(5)**

Scrap tires.

**(6)**

Yard waste.

**§ 213-16Containers for private homes.**

**A.**

The Town shall provide one free recycling cart and one free trash cart to each private home.

(1)

The owner or occupant of such private home shall be allowed to label the recycling cart and trash cart with the address where the cart shall be used.

(a) The name of owner or occupant cannot be labeled on either cart.

(2)

Said carts shall remain the property of the Town.

(3)

The policy for replacement of carts or the supplying or purchase of additional carts by residents shall be recommended by the Solid Waste Management Commission to the Board of Selectmen.

B.

All paper, glass, metal and plastic recyclable materials designated in § 213-14A set out for collection by private homes shall be placed in recycling carts.

(1)

No other solid waste, even if it is a designated recyclable per § 213-14A, shall be placed in said cart unless it is under the provisions of § 213-15A. Recycling carts used for purposes other than recycling may be reclaimed by the Town.

C.

All refuse set out for collection shall be placed in suitable containers so as to conform to § 213-12 above.

D.

No containers for trash or recyclables shall be used that are not a town approved cart.

**§ 213-17 Placement of containers by private homes.**

A.

All trash and recycling carts shall be placed for collection purposes at the edge of owner or resident property, along the street, with the wheels of said cart facing the property and placed so that said cart lid opening faces the street. Carts shall be placed with sufficient room (3 feet) on either side of each cart for collection by automated means. It is the responsibility of the homeowner or resident to determine the most efficient collection location with the contracted hauler.

## **§ 213-18 Containers for RCIC's.**

### **A.**

All refuse set out for collection shall be placed in suitable containers so as to conform to § **213-12** above.

### **B.**

Upon request by any association of unit owners, the Town shall provide one free recycling box for each unit.

#### **(1)**

Said boxes shall remain the property of the Town.

#### **(2)**

The policy for replacement of boxes or the supplying or purchase of additional boxes by unit owners or unit owners' associations shall be recommended by the Solid Waste Management Commission to the Board of Selectmen.

### **C.**

Recyclables generated by RCIC's not collected under the Town contract need not be placed at curbside in recycling boxes nor in any particular type of dumpster mandated by the Town, but recyclables must be separated from refuse.

#### **(1)**

Associations of unit owners and their solid waste collectors are encouraged to develop a collection/drop-off system whereby residents themselves separate recyclables from refuse.

#### **(2)**

To promote participation in recycling, the recycling collection/drop-off system for RCIC's must be as convenient for their residents, subject to space limitations, as their system for refuse collection.

## **§ 213-19 Additional services.**

Additional collection services beyond those offered by the Town contract may be rendered by the collector or collectors if requested by individuals or associations within said collector's or collectors' collection area, and a reasonable additional collection fee, subject to approval by the Board of Selectmen, shall be charged by the collector to said individual or association for the added service.

## **§ 213-20 Scavenging prohibited; penalty.**

### **A.**



Upon the placement of recyclables at the curb in a recycling cart, it shall be a violation of this chapter for any person, partnership, firm or corporation, other than the depositor or authorized agents of the Town acting in the course of their employment, to collect or pick up or cause to be collected or picked up such recyclables.

**B.**

Each and every such collection or pickup in violation of § **213-20A**, **213-21E**, **213-22C**, **213-23C** or **213-24C** from one or more locations shall constitute a separate and distinct offense.

**C.**

Any person, partnership, firm or corporation violating this section or § **213-21E**, **213-22C**, **213-23C** or **213-24C** shall be fined not more than \$100 for each offense.

**D.**

In addition to any fine per § **213-20C**, the offender, at the option of the Board of Selectmen, may be required to make restitution to the Town of Branford for the value of any materials illegally removed.

**E.**

Nothing in this chapter shall abridge the right of any person, partnership, firm or corporation to give or sell their recyclables, including deposit beverage containers, to any person, partnership, firm, corporation or recycling program lawfully operated for profit, nonprofit or charitable purposes, provided that such materials shall not have been set out on the curb or at any designated collection or pickup site authorized by the Town or its designated agent.