



TOWN OF MONROE

TOWN COUNCIL

AGENDA

Session # 2026-07

Regular Meeting - Monday, March 23, 2026 – 7:00 P.M.

HYBRID PUBLIC MEETING

TOWN HALL COUNCIL CHAMBERS & UTILIZING ELECTRONIC EQUIPMENT

**THIS MEETING MAY BE ACCESSED BY THE PUBLIC EITHER IN-PERSON OR ELECTRONICALLY
IN REAL-TIME AS SET FORTH HEREIN BELOW**

NOTICE: THIS MEETING WILL BE CONDUCTED IN PART VIA ELECTRONIC EQUIPMENT PURSUANT TO CONNECTICUT LAW

All participants may attend in-person or remotely as follows:

- Via computer, tablet or smartphone at this link:

<https://us06web.zoom.us/j/88693976188?pwd=ii4rEibWA7ropVivMtIIHhfFHxRUBS.1>

- Via phone at: 1-929-205-6099

Meeting ID: **886 9397 6188**

Passcode: **796545**

Please note:

- This meeting will be recorded and made available on the Town's website pursuant to state law.
- If you are attending remotely, please remember to mute your microphone unless you are speaking.
- Anyone participating remotely should state their name and title, if applicable, at the outset of each occasion that such a person is speaking.
- All votes taken during which any member of this body is participating remotely shall be taken by roll call, unless the vote is unanimous.
- The chat feature will not be utilized nor considered during this meeting.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. CONSENT CALENDAR

A. Approval of the minutes of the Town Council Regular Meeting held on March 9, 2026 (Session 2026-06).

B. RESOLUTION #26-025: RESOLVED, that Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Transparent Language, Inc. Contract and any associated documents by and between Transparent Language, Inc., for the Edith Wheeler Memorial Library Language Learning Database Renewal Contract.

IV. COMMUNICATIONS

- A. Memo from the First Selectman to the Town Council Chair dated March 19, 2026 regarding the Transparent Language, Inc., Renewal Contract.
- B. Letter of Opinion from the Town Attorney to the First Selectman dated March 18, 2026 regarding the Transparent Language, Inc., Renewal Contract.
- C. Memo from a resident of Richmond Drive to the Town Council Chair dated March 10, 2026 regarding the Water Main Extension on Richmond Drive.
- D. Memo from the First Selectman to the Town Council Chair dated March 19, 2026 regarding the Professional Services Agreement for On-Call Engineering Services.
- E. Letter of Opinion from the Town Attorney to the First Selectman dated March 18, 2026 regarding the Professional Services Agreement for On-Call Engineering Services.
- F. Memo from the First Selectman to the Town Council Chair dated March 19, 2026 regarding the Police Department Collective Bargaining Agreement.

V. PUBLIC PARTICIPATION

VI. APPOINTMENTS

VII. ACTION ITEMS

- A. Town Council Committee on Finance, Education, Health & Public Safety Matters
- B. Town Council Committee on Planning & Zoning, Public Works and Park & Recreation Matters
- C. Town Council Committee on Legislative & Administrative Matters
- D. Strategic Planning Committee
- E. Open Space Preservation and Acquisition Committee
- F. First Selectman’s Update

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

- A. **Resolution #26-026:** To consider and act upon a resolution regarding the Professional Services Agreement for On-Call Engineering Services.
- B. **Resolution #26-027:** To consider and act upon a resolution regarding the Police Department Collective Bargaining Agreement.
- C. Tax Appeal Stipulation (Executive Session Anticipated)

X. PUBLIC PARTICIPATION

XI. ADJOURNMENT

GUIDELINES FOR PUBLIC PARTICIPATION

Anyone who desires to address the Council must adhere to the following rules of participation:

- At the start of Public Participation, the Chair or Moderator shall ask all persons desiring to participate to identify yourself by name, one at a time.
- The Chair or Moderator shall create a list of identified participants and shall, in their sole discretion, recognize each by name one at a time.
- Upon recognition, each participant shall state their full legal name and address for the record.
- All participants shall speak clearly in a civil, non-argumentative and respectful manner.
- Comments shall be limited to three (3) minutes.
- Comments shall be directed to the Council as a whole & not to any single member, individual or entity.
- The Chair may alter these rules from time to time, in his sole discretion.

Failure to comply with the rules or any other conduct which is disruptive to the proceedings shall result in removal from the meeting.

Second Public Participation: Anyone who desires to address the Council during Second Public Participation must adhere to the rules of Public Participation as aforesaid except that comments shall be strictly limited to unresolved matters of Unfinished Business or New Business on that day’s agenda.



TOWN OF MONROE

TOWN COUNCIL

MEETING MINUTES

Session # 2026-06

Regular Meeting – Monday, March 9, 2026 – 7:00 P.M.
Meeting conducted in Council Chambers of Town Hall
& Remotely via Zoom

PRESENT: Chairperson Jonathan Formichella
Vice-Chairperson Dona-Lyn Wales
Councilmember Vincent A. Duva
Councilmember Nina Gagnon
Councilmember Cathy Kohut
Councilmember Enid Lipeles
Councilmember Jason Maur
Councilmember Sean O'Rourke

ABSENT: Councilmember Kevin Reid

ALSO PRESENT: First Selectman Terrence P. Rooney

I. PLEDGE OF ALLEGIANCE

Formichella called the meeting to order at 7:01 PM and led with the Pledge of Allegiance.

II. ROLL CALL

Formichella took the roll call as noted above.

III. CONSENT CALENDAR

- A.** Approval of the minutes of the Town Council Regular Meeting held on February 9, 2026 (Session 2026-03) and from the Town Council Special Meeting held on February 26, 2026 (Session 2026-05).
- B.** Approval of the Tax Collector's Request for Refunds, dated March 4, 2026, totaling \$48,894.73
- C.** Acceptance of the donations received for the following programs:
- Community & Social Services: \$220.00
 - Edith Wheeler Memorial Library: \$1,143.00 and in-kind donations of 3 sticker books, 3 toys for the Children's Department
 - Emergency Medical Services: \$4,370.00
 - Farmers' Market: \$20.00
 - Food Pantry: \$1,452.00
 - Project Warmth: \$2,556.00
- D. RESOLUTION #26-012: RESOLVED**, that the Monroe Town Council hereby approves the First Selectman's reappointment of **Raymond Giovannini (R)** to the Economic Development Commission for a term ending January 31, 2031.
- E. RESOLUTION #26-013: RESOLVED**, that the Monroe Town Council hereby approves the First Selectman's reappointment of **David Geismar (R)** to the Board of Police Commissioners for a term ending May 16, 2028.
- F. RESOLUTION #26-014: RESOLVED**, that the Monroe Town Council hereby approves the First Selectman's reappointment of **Jason Vincent (U)** to the Water Pollution Control Authority for a term ending June 30, 2028.

- G. RESOLUTION #26-015: RESOLVED**, that Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the FY 2026 Highway Safety Project Grant Application and any associated documents by and between the Connecticut Department of Transportation, for the Distracted Driving High Visibility Enforcement Program.

IV. COMMUNICATIONS

- A.** Memo from the Tax Collector to the Town Council Chair dated March 4, 2026 regarding a Request for Refunds.
- B.** Memo from the First Selectman to the Town Council Chair dated March 5, 2026 regarding various donations.
- C.** Memo from the First Selectman to the Town Council Chair dated March 5, 2026 regarding various board reappointments.
- D.** Memo from the First Selectman to the Town Council Chair dated March 5, 2026 regarding the FY 2026 Highway Safety Project Grant Application for the Distracted Driving High Visibility Enforcement Program.
- E.** Letter of Opinion from the Town Attorney to the First Selectman dated March 5, 2026 regarding the FY 2026 Highway Safety Project Grant Application for the Distracted Driving High Visibility Enforcement Program.
- F.** Memo from Councilmember Maur to the Town Council Chair dated March 4, 2026 regarding budget motions.
- G.** Memo from a resident of Richmond Drive to the Town Council Chair dated February 7, 2026 regarding the Water Main Extension on Richmond Drive.
- H.** Memo from the Monroe Republican Town Committee Vacancy Chair to the Town Council Chair dated February 18, 2026 regarding an appointment to the Board of Finance.
- I.** Memo from the First Selectman to the Town Council Chair dated March 5, 2026 regarding an appointment to the Commission for the Aging.
- J.** Memo from the First Selectman to the Town Council Chair dated March 5, 2026 regarding an appointment to the Library Board of Trustees.
- K.** Memo from the First Selectman to the Town Council Chair dated March 5, 2026 regarding an appointment to the Conservation & Water Resources Commission.
- L.** Memo from the First Selectman to the Town Council Chair dated March 5, 2026 regarding the Monroe & Oxford Police Department Private Duty Assistance Compact Agreement.
- M.** Letter of Opinion from the Town Attorney to the First Selectman dated February 5, 2026 regarding the Monroe & Oxford Police Department Private Duty Assistance Compact Agreement.
- N.** Memo from the First Selectman to the Town Council Chair dated March 5, 2026 regarding the Matthews Bus Alliance Sales Agreement.
- O.** Letter of Opinion from the Town Attorney to the First Selectman dated February 18, 2026 regarding the Matthews Bus Alliance Sales Agreement.
- P.** Memo from the First Selectman to the Town Council Chair dated March 5, 2026 regarding the Amendment to Fiducient Advisors, LLC Investment Consulting Agreements.
- Q.** Letter of Opinion from the Town Attorney to the First Selectman dated March 5, 2026 regarding the Amendment to Fiducient Advisors, LLC Investment Consulting Agreements.
- R.** Memo from the First Selectman to the Town Council Chair dated March 5, 2026 regarding the Transfer from Contingency.

V. PUBLIC PARTICIPATION

Formichella asked if anyone in chambers or online wished to participate.

Catherine Tolan – 74 Old Castle Drive – stated that strong schools were what make Monroe, Monroe. She stated they were the cornerstone of any healthy town and with respect, the Senior Center was not. She stated that she would happily pay her taxes to support it because she believed it was an asset to the community. Ms. Tolan stated if you imagined the town as a living being, alive with a heartbeat, quality education were its legs.

She stated that strong schools support the community as a living entity. Ms. Tolan stated that when you cut funding from the education budget, you amputate the kids and the residents of the town, taking it out at its knees to spite its face. She stated that the people should decide if they would like to run or to crawl.

Raya Pooskur – 5 Percheron Drive – stated that this was her second year as a student representative from the Board of Education meetings, her third year as the co-historian for the Class of 2026 and that she was here today to speak on behalf of the student body, the 3,500 students whose education would be directly impacted by the budget cuts. She stated that in education, our goal should be to nurture and teach the next generation of community leaders. Ms. Pooskur stated that the town had a responsibility to ensure that the students were given the resources needed to succeed and that by following through on the budget cuts the town was choosing to hinder quality education in exchange for \$15 off your taxes. She stated that this tells the student body they are not an investment the town finds worthy and that they were not deserving of the excellent schooling the town could offer. Ms. Pooskur stated that the students were deserving of excellent schooling the town could offer and that the budget cut would only limit their opportunities for growth and development. She stated that changes like larger class sizes, fewer clubs and electives, and starting second language classes later would only hurt students. She noted that students at Monroe, when given the right opportunities, were capable of amazing things. She stated she had seen her peers first hand lead world class robotics teams, start their own businesses, and win numerous state championships. She stated that they grew into people the town should be proud of, not despite their education, but because of it. She noted that when you choose to cut funds, you would be choosing to raise the future generation with fewer tools, fewer opportunities, and a clear message that their potential was not worth protecting. Ms. Pooskur stated that like many families, her parents chose Monroe for the quality schools and that the reputation was on the line when choosing to underfund. She asked members of Council to show the student body that their education and learning were still valued in Monroe.

Sarah Jordan – 36 Oakwood Drive – stated that she was a homeowner and business owner in Monroe and like others moved here for the schools. She stated she was proud to have a student in them and a Kindergartener next year. She stated that the past couple of years, the budget cuts that households were facing were making her wonder if they made the right chose to move to and open a business in Monroe. Ms. Jordan stated that the proposed cuts would result in a loss of faculty and staff, larger class sizes, elimination of important programs and stipends that make our schools special. She stated that she worked in schools and it was more than just the four walls. She stated that it was the whole community and that kids needed to feel safe and supported or they were not going to learn. Ms. Jordan stated that what we could do to make the town better was by supporting the kids and giving them what they need. She stated that the Board of Education asked for a reasonable increase that was lower than most of our neighbors. She stated that costs go up every year for everything and it was something we need to manage. Ms. Jordan stated we figure out how to pay for more gas and groceries and we need to figure out how to pay more for schools and maintain what we had. She stated they were not asking for huge capital improvements, just to keep the teachers.

Elizabeth Richer – 3 Founders Way – stated that the First Selectman had stated that he needed to look out for residents, not just those with children in schools. She stated that while she agreed that the needs of all resident's be reflected in the budget, the quality of the schools impacted the entire town. She stated that when they pay taxes, they support programs and services for the good of all residents, not only those specific ones they planned to use. Ms. Richer stated that the financial case for fully funding schools was well established. She stated that research from the National Bureau of Economic Research showed that every dollar a community invested in public schools, it was returned at least \$20.00 in home value. She stated that strong school districts commanded home process 10-20% higher than comparable homes in average districts and that those homes sold on an average of 8 days faster. Ms. Richer stated that a study from the New York Times found that a 5% improvement in school test scores correlated with a 2.5% increase in home values. She stated that strong public schools were hedged against market volatility, and that underfunding them was a risk to every homeowner in town. She noted this was a financial matter and research clearly pointed to the importance of funding education. She

stated that she would continue to urge the First Selectman and the Board of Finance to restore the full Board of Education funding.

Tiffany LoConte – 334 Moose Hill Road – stated she was resident, parent and teacher at Fawn Hollow who was there to discuss a fundamental inequity in the proposed budget. She stated that overall the town's revenue was projected to rise over \$3.7 million, an increase of nearly 3.5%. She stated that the distribution of the funds suggested a startling lack of parity between municipal departments and the schools. She noted that the First Selectman's budget allowed for a 6.33% increase in town spending, yet limited the Board of Education to only a 2.68% increase. She stated it was not a numbers game, it was human cost. Ms. LoConte stated that while they all acknowledged rising costs of contractual obligations and benefits, the town's solution was lopsided. She stated that on the town side, the budget was adding 5 new full-time positions, including 2 in IT, and 2 in the Police Department, despite the fact that the police to resident ratio was already very strong and the IT positions were vague and appeared to already be in place. She noted that on the Board of Education side, the schools were being forced to cut 13 to 18 staff members, including 8 to 11 certified teachers. Ms. LoConte stated that losing 11 certified teachers was the functional equivalent of closing Monroe Elementary and that doing this in a time when enrollment had increased 10% over the last few years, and continues to climb steadily was irresponsible and short sighted. She stated that if the budget passed as it was, students would lose freshman sports, world language at the middle school, math support and essential supplies. She noted that we were asking educators to do more with significantly less while most municipal departments are shielded from that same reality. She stated that people move to Monroe for the schools, that their home values have risen 10% over the last 3 years, and they are anchored by the quality of the educational system. She noted that by underfunding the Board of Education to the point of staff layoffs, while simultaneously adding to the town headcount, you were damaging the town's greatest economic driver. She stated she was asking for two things, to restore the full budget request because if the town could afford new employees and a grant writer with unproven returns, then they could afford to keep teachers in classrooms and second to add an advisory question to the ballot so taxpayers can vote on if the budget was too high, too low or just right. She stated to leave it to the town at referendum and to support the schools with the same vigor as municipal departments.

Mike Rubin – 51 Longview Road – stated that he moved here 12 years ago from Shelton. He stated that his wife was a teacher and he started his career in education working for colleges as an admissions counselor. He stated the town could not hurt their children by cutting money from a budget when it was what kept the town vibrant. He stated they saw that happen in Shelton and it killed their district. He stated they moved here because it was solid, had programs and options for their children and provided greater flexibility out in the world. He asked the money to be reinstated. Mr. Rubin noted there were a lot of groups in town, PTO's, booster clubs, that do their best to supplement the schools but they could not supplement a \$1.6 million loss. He stated that the town would hurt the children in the long run and put them in less position for higher standings at colleges because they would not have the fundamentals or flexibility. He asked Council if their children's future was not worth \$15 a month on average in everyone's taxes.

Ashley Arroyo – 40 Chadwick Court – stated that she had a finance and accounting background and that the numbers did not make sense. She stated that a flat amount was given to a single entity or department without just cause or any kind of indication or reasoning which every other department was given the satisfaction of doing. She stated she went through every line of the budget and that for office expenses some departments were given \$1,000, some decreased by \$100. She stated unfortunately, when you are talking about 75% of your workforce being in the schools and 18-19% of your population being directly affected by this for 182 days, they are not reaping the benefit of what our town was. She stated that the town was fully funded, adding staffing, accepting all contractual insurance and pay increases, and addressing every single financial need. She noted new registrar voting machines and software but were not offering education the same support or attention. She requested the full amount be reinstated and an advisory question be added to the ballot. Ms. Arroyo stated that Mr. Rooney noted previously that the children should be the last thing affected, but that the numbers showed that they have been the first thing affected.

David Santore – 64 Mustang Drive – stated he was born in Connecticut, moved away and then came back to raise a family, but that him and his wife chose Monroe just for the schools and would be sending their first child to Fawn Hollow next year. He stated that frankly, some of the proposed cuts feel like a rug being pulled out from underneath them and that he would be paying an extra \$30 a month and that he would pay more to keep the funding. He stated a proverb that read “a society grows great old men and women plant trees whose shade they know they shall never sit in”. He noted that by supporting not to cut the budget, he too was helping to plant trees along with the other concerned people here, that he would never sit in their shade.

Ray Renda – 25 Sunset Hill Drive – kindly asked for the budget to be reviewed again. He stated that for \$15 a month and with the new salt deduction it would be around \$11.30 to restore funding.

Julie Avellino – 21 Crescent Place – stated that the comments being made about the seniors being protected, as a broker for 21 years and a 3-time homeowner in town, the first-time homebuyer age nationally was 40. She stated that that average first time parent with a 4-year education was in their 40's, which makes many of the parents in the town now and in the future seniors. She stated that the town could not separate seniors from parents anymore unless they wanted to become blind to demographic changes across the entire US. She asked that they reconsider what they were doing to the town by over-favoring seniors, which was a cover for the town hall budget. She stated that harming students and parents, who, if were seniors with kids in high school would need the best education possible because they would need scholarships if the parent's retired.

Dustin Holt – 30 Richmond Drive – stated he wanted to update the Town Council regarding the water main extension on Richmond Drive. He stated they were waiting for the Director of Public Works to get numbers to the First Selectman and those came in on February 20th.

Colleen Lucas – 31 East Maiden Lane – stated she was a parent of a third-grade student at Fawn Hollow, a paraeducator and homeowner in Monroe. She stated they moved here about 4 years ago for the highly rated schools. She stated that there would always be people who argue the budget was inflated and those who would argue that there was never enough to meet the needs of the district and that the truth was usually somewhere in the middle. Ms. Lucas stated that there were times when the stakes were higher and when it was more than just a difference of opinion and when the decisions made today would impact at the foundation of what had taken decades to build and decades to repair. She stated that when buildings are in desperate need of repair, when classrooms and teachers are at capacity and growing, and when the proposed cuts are altering the standard of education, we were off. She stated she thought this had gone passed the difference of opinion and inquired what the end goal was and how would it lead to a strong future for the children in town. Ms. Lucas stated that looking at what the town was facing reminded her of where she grew up in New York and the challenges they faced 25 years ago. She stated that investments were made at a vulnerable time and 25 years later, the district and the town flourished. She stated that she hoped the town would make the necessary investment in the right way and not turn the back on the children, teachers, and homeowners in Monroe. Ms. Lucas stated that since September she was working as a paraeducator at Monroe Elementary and had an entirely new perspective on the classroom, school environment, and the demands on the teachers to meet the needs of each students. She stated that it occurred to her after a short time at the school that every classroom should have a para or assistant. She stated that teaching is very hands-on and interactive and they were doing it while caring deeply about the needs of each child. She stated that as a homeowner, she knew taxes could hurt, especially with other expenses rising but that the beacon of light was that the property values had held, which was owed to the great reputation of the schools. She stated that she would put her money behind a good school system every time because she does not want to see her child learning in a trailer in the middle of winter, or not enjoying a school sports team until the 10th grade, or not having the same opportunities to learn another language. She stated she did not want to see kids settle for the bare minimum, not to mention the added expense they would pay out of pocket when they were not getting them in the school they pay taxes for. She stated taxes were already high and inquired what we were getting for it. She stated she moved here for the

schools and expected that the money they pay would go toward maintaining the highest standards they deserved.

Formichella asked if anyone in chambers or online wished to participate. Hearing none, Formichella closed public participation.

VI. APPOINTMENTS

- A. Resolution #26-016:** To consider and act upon the resolution regarding the appointment of **Deirdre Stelmak (R)** to the Board of Finance for a term ending November 22, 2027.

Motion by Wales to adopt **RESOLUTION #26-016: RESOLVED**, that the Monroe Town Council hereby approves the appointment of Deirdre Stelmak (R) to the Board of Finance for a term ending November 22, 2027.

Second: Maur

Discussion: Wales stated that on behalf of the Monroe Republican Town Committee, Mrs. Stelmak and her husband have been residents of Monroe for 39 years. She stated that she held a Bachelor's degree in accounting and had been the treasurer of St. Peter's Grace Church since 1991. **Wales** stated that Mrs. Stelmak had an extended background of working in the field of accounting for various companies and was currently retired. She stated that she enjoyed a variety of activities such as walking, reading and knitting. **Wales** stated that Mrs. Stelmak also had interests in scrapbooking and spending time with her grandchildren. She noted that she was eager to serve the town as a member of the Board of Finance, where she could bring her skillset and passion of giving back to the community. **Wales** noted that this appointment fills the vacancy created by Mark O'Donnell. **Formichella** noted that Mrs. Stelmak was interviewed by the L&A committee and they asked about conflict of interest and she noted she would recuse herself and they asked if she would act in a collegial way, if she would follow the rules and regulations of the Town and State and the Constitution and she confirmed that she would. **Formichella** stated additionally, she spoke about her accounting background, her family and that she had been a long-time resident of Monroe.

Mrs. Stelmak was in attendance and sworn in by the First Selectman.

Motion passed 8-0:

Voting Yes: **Formichella, Wales, Duva, Gagnon, Kohut, Lipeles, Maur, O' Rourke**

Voting No: None

Absent: Reid

- B. Resolution #26-017:** To consider and act upon the resolution regarding the appointment of **Nancy Deaso (R)** to the Commission for the Aging for a term ending July 2, 2026.

Motion by Wales to adopt **RESOLUTION #26-017: RESOLVED**, that the Monroe Town Council hereby approves the appointment of Nancy Deaso (R) to the Commission for the Aging for a term ending July 2, 2026.

Second: Duva

Discussion: Wales stated that Ms. Deaso had lived in the Town of Monroe for over 60 years. She was retired and currently a volunteer and a member of the Monroe Senior Center. She noted that Nancy was also a member of the Monroe Volunteer Fire Department Ladies Auxiliary where she had held various positions over the years. **Wales** stated that some of Nancy's interests include pickleball, knitting, puzzles and attending the YMCA. She stated that she also enjoyed spending time with her grandchild. **Wales** stated that Nancy was eager to serve on the Commission for the Aging and noted that her goals were to help support Monroe seniors by being of assistance in the areas of safety, transportation, health and fitness. **Wales** stated that this appointment replaces a vacancy created by Marion Callo.

Ms. Deaso was in attendance and sworn in by the First Selectman.

Motion passed 8-0:

Voting Yes: **Formichella, Wales, Duva, Gagnon, Kohut, Lipeles, Maur, O' Rourke**

Voting No: None

Absent: Reid

- C. **Resolution #26-018:** To consider and act upon the resolution regarding the appointment of **Patricia D'Amore (D)** to the Library Board of Trustees for a term ending November 30, 2027.

Motion by Wales to adopt **RESOLUTION #26-018: RESOLVED**, that the Monroe Town Council hereby approves the appointment of Patricia D'Amore (D) to the Library Board of Trustees for a term ending November 30, 2027.

Second: Maur

Discussion: Wales stated that Patricia had been a proud resident of Monroe for over 42 years. She stated that her two sons attended Monroe Public Schools from Kindergarten through high school graduation. **Wales** stated that Patricia was retired from the New Haven Public Schools, where she served as Supervisor of K-12 Literacy and Library Media Studies. She noted that currently, she was an Adjunct Professor in the Education Department at Sacred Heart University teaching future educators; both undergraduate and graduate students in strategies for effective instruction in reading, writing, and other literacy skills. She stated that this role allowed Patricia to share her experience and help nurture the next generation of teachers and that she firmly believes that, as a society, we have an obligation to ensure our young people are literate and inspired to be lifelong readers. **Wales** stated that Ms. D'Amore feels the Library should serve as a cornerstone resource for all ages in every community and for that reason, she would be honored to serve on the Edith Wheeler Memorial Library Board of Trustees. **Wales** stated that this appointment replaces a vacancy created by Pat Shea.

Motion passed 8-0:

Voting Yes: **Formichella, Wales, Duva, Gagnon, Kohut, Lipeles, Maur, O' Rourke**

Voting No: None

Absent: Reid

- D. **Resolution #26-019:** To consider and act upon the resolution regarding the appointment of **Suzanne Testani (R)** to the Conservation & Water Resources Commission for a term ending December 5, 2028.

Motion by Wales to adopt **RESOLUTION #26-019: RESOLVED**, that the Monroe Town Council hereby approves the appointment of Suzanne Testani (R) to the Conservation & Water Resources Commission for a term ending December 5, 2028.

Second: Kohut

Discussion: Wales stated that Ms. Testani was a resident of the Town of Monroe and that before retiring, Suzanne worked as a Program Coordinator for the Town of Greenwich. She noted that she held several elected positions while living in the Town of Trumbull, serving on Town Council for eight years as Vice-Chair. **Wales** stated that she was also elected to the Board of Education where she served for 3.5 years, two of which were as Vice-Chair. **Wales** stated that Suzanne also served for three years as Vice-Chair on Trumbull's Recreation Board and that some of Suzanne's interests are horses, of which she was an owner of, and a passion for the outdoors. She stated that she enjoys spending time with her family and volunteering in her church and community. **Wales** noted that Suzanne was also passionate about fitness and nutrition. **Wales** stated that with Suzanne's extensive background in a variety of areas, she would be a valuable member of the Conservation & Water Resources Commission. **Wales** stated that this appointment filled a vacancy on this commission.

Mrs. Testani was in attendance and sworn in by the First Selectman.

Motion passed 8-0:

Voting Yes: **Formichella, Wales, Duva, Gagnon, Kohut, Lipeles, Maur, O' Rourke**

Voting No: None

Absent: Reid

VII. ACTION ITEMS

- A. Town Council Committee on Finance, Education, Health & Public Safety Matters – **Lipeles** noted they had not met since the last Town Council meeting.
- B. Town Council Committee on Planning & Zoning, Public Works and Park & Recreation – **Duva** stated that they had not met since the last meeting but would be meeting in the near future.

- C. Town Council Committee on Legislative & Administrative Matters – **Formichella** noted they met prior to the meeting and that all items were discussed and had reached consensus to come to Town Council.
- D. Strategic Planning Committee - **Formichella** stated they met, had interviews and Q&A with the departments regarding capital projects. He stated that he expected another meeting in the future regarding to projects as they relate to financial planning and bonding.
- E. Open Space Preservation and Acquisition Committee – **Formichella** noted he received a communication from the First Selectman’s office regarding a potential property at 3 Rowland Pond Road and that he was going to refer that to the committee so they could perform an investigation as to the suitability of that property regarding open space. He stated that he would leave that information for the committee to work with the First Selectman’s office regarding the investigation of that potential purchase. **O’Rourke** stated that they have not met since the last Council meeting.
- F. First Selectman’s Update –First Selectman Rooney provided an update as follows:

Mr. Bernard Sippin

- Mr. Bernard Sippin, for almost a century, was a staple in everything Monroe. His altruistic nature and ongoing philanthropy will be remembered by all who knew Mr. Sippin. Mr. Sippin, known as “Bernie”, was a man of traditional values and told stories in equivalence to a Historian. Although his condition had been deteriorating the last few years, Bernie will always be remembered by this town that he loved so very much. May he rest in peace and from the Town of Monroe, condolences to the Sippin family and friends.

Operations:

Controlled Air Visit

- Public Works and I met with two representatives from Controlled Air at the Mary Wade Senior Care Facility. We are looking into a Co-gen heating system for both Monroe Elementary and the Community Center Site. Co-gen systems are a gas-powered heating unit that also powers a generator that produces its own electricity, taking any structure its retro fitted into at minimum 65% off the outside electric grid, drastically reducing electric costs. Conversations will be ongoing and this council will be advised as more information is presented as this initiative unfolds.

Police Union Contract

- The Town came to a temporary agreement with the Police Contract. While negotiations with the Police Union can be complex, we value the collaborative process of working together as a team. This council will be meeting to discuss in the near future.

Aquarion/RWA Update

- Attended a press conference at the Capitol building in Hartford in regards to the sale of Aquarion to RWA. Many town Mayors and Selectmen and women gathered to speak on behalf of the impact this sale will have on their communities. Unfortunately, despite Town leaders’ efforts, PURA has officially approved the sale. This has potential to impact a large loss of tax revenue to Monroe due to RWA having tax exemption status. Much is yet to be revealed in this highly televised and controversial topic.

Annual Report

- Per charter requirement, the annual report has been released. The annual report is located on all official Town websites. All advances in each department are addressed in this annual report so please read it, as there is a lot of information in this report that our citizens commonly discuss. To view the annual report, click the link here:
<http://monroect.gov/Home/DownloadDocument?docId=86b51d5e-21c4-43cf-b012-2ef190941705>

Community Update:

Stepney Volunteer Fire Department Bingo Night

- Attended and was a caller at the Stepney Volunteer Fire Department bingo night. It was extremely well attended and lots of fun was had by all.

Monroe Ninja Academy Ribbon Cutting

Very excited to announce Monroe Ninja Academy has opened. Monroe's own Joe Moravsky, who has competed on the national show, opened the gym this past weekend to kids and adults alike. This is a wonderful facility to see come to Monroe. This gym will benefit our future youth and beyond. The Town is looking forward to all this facility will do. Congratulations and good luck to Joe and his family!

Kohut inquired on an update for the St. Jude renovations and the costs. **Rooney** stated that not much has changed and that they were finishing the kitchen. He stated they were working off the money approved by Council as well as the Brownfield grant. He stated he was trying to complete the building without any burden, and trying to get as many grants as possible. **Rooney** stated that goal of the building was to get the gym open and the kitchen operational. He noted there was a lot of people excited to use the building. **Gagnon** inquired if operational meant department or public use. **Rooney** stated that Parks & Rec would be there eventually and they would be managing programs. He stated it would be open to the public soon and open to people out of town who would want to rent it, there would be a lot of functions that could be conducted there.

VIII. UNFINISHED BUSINESS

None

IX. NEW BUSINESS

A. **Motion by Wales** to accept the following donations that individually exceed \$1,500.00:

Community & Social Services:

- \$6,163.90 from Rotary Club Helping Hand Fundraiser

Emergency Medical Services:

- \$2,500.00 from Camila Bovino

Food Pantry:

- \$2,500.00 from Camila Bovino

Project Warmth:

- \$2,500.00 from Camila Bovino

Second: Maur

Discussion: Rooney noted as always donations were appreciated and stated that many town departments and functions work off donations for their additional activities such as EMS and things they held. He stated the town appreciated donations and that went for any department in Town Hall and Board of Education, if people wanted to contribute, it would help departments.

Motion passed 8-0:

Voting Yes: **Formichella, Wales, Duva, Gagnon, Kohut, Lipeles, Maur, O' Rourke**

Voting No: None

Absent: Reid

B. **Resolution #26-020:** To consider and act upon a resolution regarding the Monroe & Oxford Police Department Private Duty Assistance Compact Agreement.

Motion by Wales to adopt **RESOLUTION #26-020: RESOLVED**, that Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Private Duty Assistance Compact Agreement and any associated documents by and between the Town of Monroe Police Department and the Oxford Police Department.

Second: Lipeles

Discussion: Rooney stated that the Chief of Police had recommended entering into a Private Duty Assistance Compact with the Town of Oxford. He stated that special duty police agreements regulate the use of off-duty law enforcement officers for private or public projects, such as road construction.

Rooney stated that when neighboring towns cannot supply officers for their jobs, Monroe officers are used to backfill. He stated that the agreements specify the town's responsibilities, including hourly

rates, insurance, and administrative fees and that this agreement had been reviewed by our Town Attorney, who had provided his letter of opinion.

Motion passed 8-0:

Voting Yes: **Formichella, Wales, Duva, Gagnon, Kohut, Lipeles, Maur, O' Rourke**

Voting No: None

Absent: Reid

- C. **Resolution #26-021:** To consider and act upon a resolution regarding the Matthews Bus Alliance Sales Agreement.

Motion by Wales to adopt **RESOLUTION #26-021: RESOLVED**, that Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Matthews Bus Alliance Sales Agreement, and any associated documents, by and between Matthews Bus Alliance, for the procurement of the vehicle to be purchased.

Second: Kohut

Discussion: Rooney stated that he was thankful this was here today, as the current bus broke down this morning. He stated it was very much needed and that as you know, the Town of Monroe was awarded the Section 5310 Grant in the amount of \$122,776 from the Connecticut Department of Transportation (CTDOT) which would be used to replace our 2011 twenty (20) passenger bus at the Senior Center. He stated that the Senior Center capital budget had \$29,800 in reserve dedicated to the procurement of this bus. **Rooney** noted that the Senior Center Director and Town Mechanic attended a pre-procurement meeting with the State vendor and added several safety features to the proposal. He stated that the increased cost for these safety features were an additional \$4,205 which would be funded through the Transportation donations. **Rooney** stated that the vendor sales agreement had been reviewed by our Town Attorney who provided his letter of opinion.

Motion passed 8-0:

Voting Yes: **Formichella, Wales, Duva, Gagnon, Kohut, Lipeles, Maur, O' Rourke**

Voting No: None

Absent: Reid

- D. **Resolution #26-022:** To consider and act upon a resolution regarding the Amendment to Fiducient Advisors, LLC Investment Consulting Agreements.

Motion by Wales to adopt **RESOLUTION #26-022: RESOLVED**, that Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Amendments to Investment Consulting Agreements and any associated documents by and between Fiducient Advisors, LLC for the Town of Monroe Pension & OPEB trade services.

Second: Maur

Discussion: Rooney stated that the Finance Director had informed him that the Custodian of the Pension Plan Assets (Principal) would no longer be executing trades at no cost. He stated that he recommended the Town amend their agreements with Fiducient Advisors, LLC (FIA) for this service. He stated that Fiduciary Investment Advisors (FIA) had been providing investment services for our Pension & OPEB Committee for years and that this would allow efficient and accurate trades to be executed within the Pension Plan without being charged an additional fee. **Rooney** stated that this matter had been reviewed by our Town Attorney, who provided a letter of opinion.

Motion passed 8-0:

Voting Yes: **Formichella, Wales, Duva, Gagnon, Kohut, Lipeles, Maur, O' Rourke**

Voting No: None

Absent: Reid

- E. **Resolution #26-023:** To consider and act upon a resolution regarding the Transfer from Contingency. **Motion by Wales** to adopt **RESOLUTION #26-023: RESOLVED**, that Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to appropriate \$67,525.00 from the FY2026 Board of Finance contingency account for the implementation of the phone system replacement pursuant to Chapter VIII, Section 7(i) of the Charter for the Town of Monroe and that these funds be transferred from the Board

of Finance Contingency Budget to the Information Technology Budget to execute the desired phone system replacement.

Second: Maur

Discussion: Rooney stated that this transfer was to cover the implementation of the phone system replacement. This was approved by the Board of Finance at their February 19, 2026 meeting. **Maur** stated that some of us were able to listen to the Director of Information Technology when he presented this to the Board of Finance. He stated that this was to replace the Frontier copper phone lines with online phone lines at a lot of the buildings. He confirmed that there would be landline access at all of the buildings and schools and they would move as many away from Frontier as they could and that the company we would utilize had a third party who would maintain and service those copper lines and Frontier would continue to service the limited lines that were left. **Maur** stated that there would be no interruption.

Motion passed 8-0:

Voting Yes: **Formichella, Wales, Duva, Gagnon, Kohut, Lipeles, Maur, O' Rourke**

Voting No: None

Absent: Reid

F. Fiscal Year 27 Budget

1. Resolution #26-024: RESOLVED, that pursuant to Chapter VIII, § 4 of the Monroe Town Charter, the Town Council approves the total FY27 Municipal Expenditure Budget of \$35,257,112, which incorporates a reduction from the Registrar of Voters Salary Administration line, account number 1001-10-15101-0030-15001 and includes the reduction of \$77 from the HR FICA and Medicare Line, account number 1001-10-15101-0110-15065 and is hereby forwarded to the Board of Finance.

Second: Lipeles

Discussion: Formichella stated that this was related to the municipal budget including contingency and other appropriations. He stated that included in his motion were reductions that were typographical errors in the forming of the budget which resulted in a \$1,077 reduction from the Registrar of Voters salary administrative line, as well as the HR FICA and Medicare line.

Maur moved to amend the proposed budget downward by \$1,000 on line 1001-10-15101-0005-153385 on the First Selectman Office Expense, downward from \$4,200 to \$3,200

Second: Kohut

Discussion: Maur stated that year to date only \$477 had been spent and that in talking with the Town Clerk the \$1,500 cushion seemed to be enough.

Formichella called for a vote on the amendment.

Voting Yes: **Maur, Gagnon, Kohut**

Voting No: **Formichella, Wales, Duva, Lipeles, O' Rourke**

Absent: Reid

Formichella stated the motion failed 3 to 5.

Maur moved to amend the proposed budget line 1001-10-15101-0040-153440, Town Clerk Printing line downward from \$2,000 to \$1,500.

Discussion: Maur stated that year to date the line only used \$477 and that in speaking with the Town Clerk the \$1,500 cushion seemed to be enough.

Second: Gagnon

Formichella called for a vote on the amendment.

Voting Yes: **Maur, Gagnon, Kohut**

Voting No: **Formichella, Wales, Duva, Lipeles, O' Rourke**

Absent: Reid

Formichella stated the motion failed 3 to 5.

Maur moved to amend the proposed budget line 1001-10-15101-0410-153045, Stepney Volunteer Fire Department Building and Ground Maintenance line downward by \$2,894 to a total of \$9,166.

Second: Gagnon

Discussion: Maur stated that the five-year average comes in under \$5,000 but was budgeted for more than \$9,000 and now were increasing the budget an additional \$2,894 with no added reasoning for those expenses. This amount was provided by the Park and Public Work’s Department.

Formichella called for a vote on the amendment.

Voting Yes: **Maur, Gagnon, Kohut**

Voting No: **Formichella, Wales, Duva, Lipeles, O’ Rourke**

Absent: Reid

Formichella stated the motion failed 3 to 5.

Maur moved to amend the proposed budget line 1001-10-15101-0710-153390, Social Services Operating Expenses downward by \$1,000 to a total from \$2,672 to 1,672.

Second: Gagnon

Discussion: Maur stated that the five-year average comes in around half of what it was budgeted for and had only spent \$1,217 in 24-25. To date we had only spent \$233 of the \$2,622 budget.

Formichella called for a vote on the amendment.

Voting Yes: **Maur, Gagnon, Kohut**

Voting No: **Formichella, Wales, Duva, Lipeles, O’ Rourke**

Absent: Reid

Formichella stated the motion failed 3 to 5.

Formichella inquired if there were any other motions at this time. There were none. Formichella opened the initial motion for discussion.

Discussion: Rooney stated that just to be helpful, cutting \$1,000 from his office could be done. He stated that the packets the office puts together for Town Council were around \$6 each, the office puts together 11 each meeting and there were roughly 22 meetings a year giving a total cost of the packets an annual amount of \$1,452. **Rooney** stated that an officer was also taken off the road to deliver those packets to members. He stated that was a way to go paperless and save that money. **Gagnon** stated it was her recommendation to the Board of Finance that the Board of Educations proposed budget be restored to the extent required to meet the current staffing and contractual obligations with the intent of preserving the current staff to student ratio. **Lipeles** stated she would like to see the police on the roads. **Kohut** made a recommendation to the Board of Finance include an advisory question asking if the budget was too high, too low or just right. **Maur** stated there were a few things they could and could not do as a Council and one of things they could not do was adjust the Board of Education budget. He stated that purview lied with the Board of Education and the Board of Finance by law. He stated all they can do was to echo the recommendations that fellow councilmembers had stated. He stated that the Board of Finance should be reviewing the tax assumption rate, and interest, dividend and other revenues brought in and further he requested they reviewed the insurance line.

Motion passed 8-0:

Voting Yes: **Formichella, Wales, Duva, Gagnon, Kohut, Lipeles, Maur, O’ Rourke**

Voting No: None

Absent: Reid

X. PUBLIC PARTICIPATION

None

XI. ADJOURNMENT

Formichella adjourned the meeting at 8:21 PM.

Respectfully submitted by, Kerry McAndrew, Clerk



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov

Date: March 19, 2026

To: Jonathan Formichella, Town Council Chair

From: Terrence P. Rooney, First Selectman 

cc: Nicole Cignoli, Library Director

Subject: Resolution Regarding the Transparent Language, Inc. Contract

As you know, last year the Edith Wheeler Memorial Library switched vendors for the Library's language learning services from Margo Languages to Transparent Language, Inc. The Library Director has provided the renewal agreement for these services for the upcoming year.

This matter has been reviewed by our Town Attorney, who provided the attached opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #26-025: RESOLVED, Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Transparent Language, Inc. Contract and any associated documents by and between Transparent Language, Inc., for the Edith Wheeler Memorial Library language learning database.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

March 18, 2026

VIA ELECTRONIC DELIVERY

Hon. Terrence P. Rooney
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

RE: Letter of Opinion-Edith Wheeler Memorial Library
Language Learning Services Agreement (“Agreement”) by and between the Town of Monroe (“Town”) and
Transparent Language, Inc. (“TLI”)

Dear First Selectman Rooney:

At your direction, I have reviewed the Agreement between the Town and TLI for the continued provision of language-learning software services for the benefit of the Edith Wheeler Memorial Library and its patrons. As you may recall, I worked closely with Ms. Cignoli, our Library Director, in negotiating and refining this same agreement at the inception of the relationship last year. The Agreement is presented this year in substantially the same form, as an annual renewal for a one-year term at a fixed annual fee.

Based upon the scope and nature of the services to be provided, I hereby approve the Agreement pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”) and further recommend that it be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto

Contract

Transparent Language Online for Libraries

This Contract is entered into by and between Transparent Language, Inc. ("Transparent") and the Town of Monroe ("Licensee") for the provision of language learning services and the use of the License and TLO subject to the terms and conditions hereof, as hereinafter defined ("Services").

Term. The initial term of this Contract shall be for a period of one (1) year commencing on July 1, 2026 through June 30, 2027. The Parties may mutually agree to renew this Contract for additional one-year periods upon written agreement prior to the expiration date and subject to approval by the Town Council.

Cost and Payment. Transparent shall provide the Services for the sum of \$882.00, payable in full prior the commencement of the Term.

Termination. Either Party may terminate this Contract by providing sixty (60) days' written notice to the other Party. Notice of termination must be delivered via certified mail or another mutually agreed-upon method to the address provided by the receiving Party.

License. Subject to the terms and conditions set forth herein, Transparent grants to Licensee during the subscription term a nontransferable, non-exclusive, limited license ("License") to use (i) the Transparent Language Online system, including all of its Content ("TLO"). TLO may be made available to Authorized Users by Transparent through the Transparent Language Online servers. Licensee may not offer patron access to the Application Services outside of their published service population area, without prior written consent from Transparent. Authorized Users may not use commercially or reproduce, distribute, display, modify, alter, publish, exploit, transfer or transmit, in any form, or by any means, any Content or any portion of the TLO, other than in accordance with this License. Each Authorized User is subject to the terms and conditions set forth in this License and such terms of use ("Terms of Use") as Transparent may publish from time to time.

Administrators and Users. Licensee agrees that it shall authorize an individual or individuals ("Administrator[s]") to act as its representative in all of Licensee's relations with Transparent, including with respect to Licensee's compliance with this License, the Order Form, the Terms of Use, and any other agreements entered into between Transparent and Licensee. In addition to representing Licensee in its relations with Transparent, the Administrator shall be responsible for providing all information reasonably requested by Transparent for the creation of or the deletion of a TLO account for any Authorized User, as defined below.

Representations of Licensee and Authorized Users. Licensee, Administrators, and authorized learner users are sometimes referred to herein individually or collectively as "Authorized Users" or "Users." Licensee represents and warrants to Transparent that it will comply with all of the provisions of this License and the Terms of Use. Additionally, Licensee represents and warrants that it shall require all Authorized Users to represent and warrant to Transparent that they will comply with all provisions of the Terms of Use.

Ownership of TLO and Trademarks. Licensee acknowledges that: (i) Transparent licenses or has sole and exclusive ownership of all right, title and interest in and to the TLO, including all of its

content (“Content”); (ii) it has not acquired and shall not acquire, whether by operation of law, by this License, or otherwise, any right, title, interest or ownership in or to the TLO or Content or any part thereof; (iii) the Transparent Language trademark is owned by Transparent and that all trademarks, logos, and service marks displayed on any TLO or Content, are the property of Transparent or its licensors; and (iv) that nothing in this License, the Order Form, or on any Transparent website may be construed as granting any right or license to use any Trademark.

Disclaimer of Warranty, Limitation of Liability and Indemnity. TRANSPARENT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. TRANSPARENT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR TRANSPARENT ANY OTHER LIABILITY IN CONNECTION WITH THE LICENSING OF TLO OR ITS USE BY ANY AUTHORIZED USER. IN NO EVENT SHALL TRANSPARENT BE LIABLE TO ANY AUTHORIZED USER FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE TLO OR FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF OPPORTUNITY, LOSS OF USE, OR OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE OR USE OF THE TLO. IN NO EVENT SHALL TRANSPARENT'S LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY TRANSPARENT FROM LICENSEE DURING THE THEN CURRENT TERM OF THE LICENSE. EACH PARTY (“INDEMNIFYING PARTY”) AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, EMPLOYEES, AND LICENSEES (“INDEMNIFIED PARTY”) FROM AND AGAINST ANY DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF A THIRD-PARTY CLAIM, SUIT, OR OTHER PROCEEDING MADE OR BROUGHT AGAINST ANY SUCH INDEMNIFIED PARTY ARISING OUT OF THE ACTS OF THE INDEMNIFYING PARTY, INCLUDING SPECIFICALLY THE INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR VIOLATION OF THE TERMS OF THIS LICENSE OR ANY RELATED AGREEMENT. SUCH INDEMNIFICATION SHALL BE SUBJECT TO PROMPT NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM FOR WHICH INDEMNIFICATION IS SOUGHT TOGETHER WITH CONTROL BY THE INDEMNIFYING PARTY OF THE DEFENSE OF SUCH CLAIM.

Data Security. Licensee will implement and maintain reasonable measures to ensure that only Authorized Users will have access to TLO or Content, including taking reasonable steps to prevent unauthorized access to Authorized User passwords, files, or Content.

Maintenance, Updates, and Upgrades. Updates or upgrades to TLO application software will be delivered as new versions are released during the term of the license.

Technical Support Services. Transparent agrees to provide technical support services by email and phone to Licensee, including but not limited to making reasonable efforts to (a) assist Licensee with primary support, (b) correct, fix, or circumvent errors, and (c) in the sole discretion of Transparent, provide updates, enhancements, and new versions of the TLO[s]. Transparent shall provide such support by email and phone during its normal business hours of Monday–Friday, 9:00 AM to 5:00 PM Eastern Standard Time. Licensee and each Authorized User acknowledge that errors in the TLO[s] shall not be construed as a breach of this Contract.

Confidentiality. Except as otherwise required by law, Transparent and Licensee agree that, without the prior consent of the other, neither party will disclose, divulge, reveal, report or use, for any purpose, any confidential information it may receive from the other party. Such confidential

information shall include, but is not limited to, pricing, service terms, technical specifications, and service level agreements. This obligation shall survive the termination of this Contract.

Privacy Policy and Terms of Use. Transparent respects the privacy of visitors to its sites. Transparent's privacy policy, as it may be amended from time to time, is available at <https://knowledge.transparent.com/transparent-language-online-terms-of-use-and-privacy-policy> and is expressly incorporated herein by reference and made a part of this Contract.

The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Contract.

Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles.

Venue. Venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Fairfield County, Connecticut, and any trial shall be non-jury.

Entire Agreement. This document contains the entire understanding between the Parties. It supersedes any previous oral or written statements regarding the matter. No modifications shall be valid unless made in writing and signed by both Parties.

Voluntary Agreement. All Parties affirm that they are signing this Contract voluntarily, with full understanding of its terms, and have had the opportunity to consult legal counsel.

Transparent Language, Inc.
Signature _____
Printed Name _____
Date: _____

Town of Monroe
Signature _____
Printed Name: _____
Date: _____

From: [Sue Verespej](#)
To: [Terry Rooney](#); jformicella@monroect.gov; [Dona-Lyn Wales](#); [Vincent Duva](#); [Cathy Kohut](#); [Jason Maur](#); [Sean O'Rourke](#); ngagnon@monroect.gov; [Kevin Reid](#); elepeles@monroect.gov
Cc: [Kerry McAndrew](#)
Subject: Richmond Drive Water Project
Date: Tuesday, March 10, 2026 4:21:53 PM

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or reply unless you recognize the sender and know the content is safe. Contact the Monroe Technology Department at extension 4357 (HELP) if you need assistance.

Dear First Selectman and Council Members,

I am writing this email to you because I have a deep concern about the way some information provided by Richmond Drive residents is being presented during meetings. I am referring to the January 21 Subcommittee Meeting as well as the Town Council Meeting on February 9.

I have heard it stated at both meetings that 11 out of 14 residents are ready to move forward. However, during the January 21 Subcommittee Meeting, Councilman O'Rourke asked the 10 residents in attendance to raise their hands if they were "on the fence" with this project. To my surprise, 5 hands went up. After counting the hands that were raised, Councilman O'Rourke stated, "That's half." So clearly, 11 out of 14 residents are not ready to move forward.

In addition, there were 4 families unaccounted for at this Subcommittee meeting. It was stated that signatures for approval for 3 out of these 4 families could be provided. That means there's an additional member who is not ready to move forward. In total, that would represent 6 out of 14 who have not made a commitment at this point in time. These numbers conflict with what has been presented at the past two meetings.

I would also like to point out that out of the 14 residents on Richmond Drive, there are only 3 families that have reported severe water problems. The other 11 residents on Richmond Drive have not reported any water issues. I have publicly stated at both meetings that my water quality has always been good, and that I am not interested in municipal water or a multi-thousand dollar lien on my house if the project were approved. Some residents have expressed an interest in bringing water on the street for other reasons, but they have not yet made a final commitment. I know for certain that 5 of my neighbors do not have water quality issues.

I need to reiterate, once more, how deeply concerned I am that the information presented to Town Council going forward is a true representation of the feelings, needs, and desires of those who call Richmond Drive home. We are at the mercy of the Town Council to make a good and fair decision about our future based on facts.

I want to thank you for your attention to this email as well as the vast amount of time you invest in serving the people of Monroe. You are deeply appreciated.

Sincerely,

Susan Verespej

36 Richmond Drive

Sent from my iPhone



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov

Date: March 19, 2026

To: Jonathan Formichella, Town Council Chair

From: Terrence P. Rooney, First Selectman *TR*

cc: Chris Nowacki, Public Works Director
Craig Hirsch, Human Resource Director

Subject: Resolution Regarding Professional Services Agreement for On-Call Engineering Services

Our current Town Engineer, James DiMeo, P.E., has provided his notice to resign from his employment with the Town of Monroe to pursue a personal business venture in the private sector. The Town Engineer position has been posted and applications are being received, however in the interim, James has offered to continue to work with the Town on current projects under a Professional Services On-Call Engineering Services Agreement. This Agreement and services will provide continuity with the Town's current and future projects.

This Agreement has been drafted by our Town Attorney, who provided the attached opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #26-026: RESOLVED, that Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Professional Services Agreement for On-Call Engineering Services and any associated documents by and between James DiMeo for On-Call Engineering Services.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

March 18, 2026

VIA ELECTRONIC DELIVERY

Hon. Terrence P. Rooney
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

RE: Letter of Opinion-Land Use Department
Professional Services Agreement (“Agreement”) between the Town of Monroe (“Town”) and James DiMeo (“DiMeo”)

Dear First Selectman Rooney:

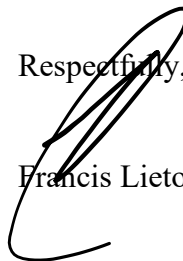
At your direction, I have prepared, utilizing the professional services agreement template developed by the undersigned to promote efficiency and uniformity in the Town’s contracting practices, the attached Agreement between the Town and James DiMeo, P.E. for the provision of on-call professional engineering services.

Pursuant to Chapter V, Section 14 of the Town of Monroe Charter (the “Charter”), I hereby approve the Agreement as to form and content and recommend that it be submitted to the Town Council for approval and authorization of your execution thereof in accordance with Chapter II, Section 4 of the Charter.

On a personal note, it has been a pleasure working with Mr. DiMeo over the years. He has consistently demonstrated a high level of professionalism and has been a strong and effective advocate for the Town. While he will be missed in his prior role, I wish him continued success in the private sector.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into by and between the Town of Monroe, a municipality within the State of Connecticut (the “Town”) and

JAMES DIMEO, P.E., 1 McConnery Grove, Derby, CT 06418 (“Contractor”)

(individually each a “Party” and collectively, the “Parties”).

SECTION 1: EFFECTIVE DATE AND AGREEMENT DOCUMENTS

1.01 Effective Date. This Agreement shall be effective commencing upon the date of execution by the Town.

1.02 Agreement Documents. All exhibits and documents attached or referred to in this Agreement are hereby incorporated as if set forth herein, including without limitation, Exhibit A (“Payment Terms”) and Exhibit B (“Insurance Rider”). If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Agreement and the terms or conditions of the Agreement, the terms and conditions of the Agreement control.

SECTION 2: TERM, SERVICES, FACILITIES/EQUIPMENT AND COMPENSATION

2.01 Term. This Agreement shall commence on the Effective Date and shall continue on an on-call, as-needed basis unless and until terminated by Contractor upon not less than ten (10) days’ prior written notice to the Town, or by the Town at any time upon written notice to Contractor, which termination may be effective immediately. Contractor acknowledges that no minimum amount of Services is guaranteed and that the Town may elect not to request any Services at any time.

2.02 Services. Contractor shall provide professional engineering services to the Town on an on-call, as-needed basis, as may be requested and directed by the Town from time to time (the “Services”). No Services shall be performed unless and until expressly directed or authorized by the Town in accordance with this Agreement.

2.03 Facilities/Equipment. Contractor shall, at its sole cost and expense, furnish all facilities, equipment, tools, transportation, and materials necessary to perform the Services. The Town shall not provide any vehicles, equipment, tools, or other resources to Contractor.

2.04 Compensation. Contractor shall be compensated at a rate of **One Hundred Fifty Dollars (\$150.00) per hour** solely for Services expressly directed or authorized in advance by the Town and performed in accordance with this Agreement. Authorization may be provided in writing or via email by the First Selectman or his/her authorized designee, provided that such designee has been identified in writing to Contractor by the Town. The Town shall have no obligation to pay for any Services performed without such prior authorization. Contractor shall

submit detailed, itemized invoices on a monthly basis, which shall include a description of Services performed, dates, time expended, and any authorized Reimbursable Expenses, together with such supporting documentation as the Town may reasonably require. The Town shall have the right to review, audit, and reject any invoice or portion thereof that is not adequately documented or authorized. The Town shall pay all undisputed amounts within thirty (30) days after receipt of an invoice, and any disputed amounts shall be identified by the Town within a reasonable time, with payment of undisputed amounts made in accordance with this Section.

2.05 Taxation. Contractor shall be solely responsible for the payment of any and all federal, state, and local taxes arising from compensation paid under this Agreement, including estimated taxes. Contractor shall, upon request, provide proof of such payment. Contractor shall indemnify, defend, and hold harmless the Town from and against any claims, liabilities, penalties, interest, or costs (including reasonable attorneys' fees) arising out of Contractor's failure to comply with this Section.

2.06 Record Retention. During performance of this Agreement and for a period of five (5) years after completion of performance, Contractor shall maintain all accounting and financial records related to this Agreement, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Agreement and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the Town upon reasonable written notice.

2.07 Background Check. The Town may, in its sole discretion, conduct a background check of Contractor, its owners and employees. Contractor agrees to execute any forms necessary to facilitate the background check.

SECTION 3: OPERATIONS

3.01 Expenses/Reimbursable Expenses: Contractor shall not incur any expense or debt on behalf of the Town beyond this Agreement without the Town's prior written authorization. "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Agreement and are only payable if specifically authorized in advance in writing by the Town. No charges or markup will be allowed unless specified in the Agreement, including charges for travel and transportation.

3.02 Federal, State, and Municipal Laws and Regulations. Contractor agrees to abide by all applicable federal, state, and municipal laws and regulations and rules including, without limitation, all laws governing professional licensure and practice.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall, at its sole cost and expense and without limiting its liability, procure and maintain in full force and effect at all times during the term of this Agreement, and for any applicable extended reporting period, the insurance coverages required under Exhibit B attached hereto and incorporated herein by reference. Contractor shall not commence any Services until all required certificates of insurance and endorsements evidencing the coverage required under Exhibit B have been provided to and approved by the Town. Contractor shall maintain such insurance in full force and effect for the duration required under

Exhibit B and shall provide renewal certificates and endorsements prior to the expiration of any policy. All insurance required under this Agreement shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the Town. Contractor shall be solely responsible for maintaining all required insurance and shall not be entitled to any coverage under any insurance maintained by the Town, including but not limited to general liability, automobile liability, or workers' compensation coverage. Failure of Contractor to procure or maintain the insurance required herein shall constitute a material breach of this Agreement, and the Town shall have the right, in addition to any other remedies available at law or in equity, to suspend Services, withhold payment, or terminate this Agreement. The insurance requirements set forth in this Agreement and Exhibit B are minimum requirements and shall not be construed to limit the liability of Contractor under this Agreement. The Town shall have the right, upon reasonable notice, to review and obtain copies of any required insurance policies.

4.02 **Damage and Indemnity.** To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably acceptable to the Town), indemnify, and hold harmless the Town, its officers, officials, agents, employees, volunteers, boards, and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) arising out of or relating to the acts, errors, omissions, negligence, or willful misconduct of Contractor, its agents, employees, or subcontractors in the performance of this Agreement. Such obligations shall apply whether or not such claims are alleged to be caused in part by the Town; provided, however, that Contractor shall not be required to indemnify the Town for claims arising solely from the negligent or willful acts or omissions of the Town. Contractor's duty to defend shall be immediate upon written notice of a claim and shall not be dependent upon a final determination of liability. The Town shall have no obligation to defend, indemnify, or hold harmless Contractor under any circumstances, however, the Town shall have the right to participate in the defense of any such claim with counsel of its choosing at its own expense, and no such claim shall be settled without the Town's prior written consent, which shall not be unreasonably withheld. The provisions of this Section shall survive the termination or expiration of this Agreement.

SECTION 5: SUSPENSION, TERMINATION AND DEFAULT

5.01 **Suspension.** Town may, at any time during the Term, suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of such notice, Contractor shall immediately suspend its activities under this Agreement, as specified in the notice.

5.02 **Termination.** The Town may terminate this Agreement at any time by giving written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Agreement as specified in the notice. Upon termination of the Agreement by the Town, the (i) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Agreement to the Town; and (ii) the Town shall pay Contractor for Services properly performed and accepted by the Town through the effective date of termination, in accordance with the rates set forth herein, and for no other amounts; provided, however, Town shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed performance required by this Agreement. The foregoing is cumulative and does not affect any

right or remedy that Town may have in law or equity.

5.03 Default. In case of default by the Contractor, the Town may procure the Goods or Services from other sources and deduct from any amounts due or to become due under this Agreement or any other agreement between the Town and Contractor, or that may thereafter become due to the Contractor, the difference between the price named in this Agreement and the actual cost to the Town to procure from an alternate source. Prices paid by the Town will be considered the prevailing market price at the time such purchase is made.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. **CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT.**

SECTION 7: NOTICE

7.01 Notices. All notices, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed given upon receipt or upon refusal of delivery. Such notices shall be delivered personally, sent by nationally recognized overnight courier, or mailed by certified or registered mail, return receipt requested, to the addresses set forth in the preamble to this Agreement. Notices to the Town shall be directed to the First Selectman, with a copy to the Town Attorney, and notices to Contractor shall be directed to Contractor. Either Party may change its address for notice by written notice given in accordance with this Section.

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 Non-Appropriation of Funds. The financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. This Agreement may be terminated by the Town at any time based upon lack of funding and the Town shall have no liability for any amounts not yet appropriated.

8.03 Authority. Contractor is authorized and empowered to enter into the Agreement, and that the terms and provisions of the Agreement are binding upon it and do not conflict with any other agreement, regulation, law or order to which it is a party or by which it is bound. To the best of Contractor's information and belief, there are no actions, suits, proceedings, inquiries or investigations pending or threatened against or affecting Contractor in any court or before any governmental authority or tribunal which might materially and adversely affect Contractor's ability to perform its obligations under the Agreement.

8.04 Confidentiality. The Contractor acknowledges and agrees that all information provided to Contractor by the Town constitutes confidential information (“Confidential Information”), and that the Contractor shall not use, copy or disclose any such Confidential Information, unless such use, copying or disclosure is necessary to accomplish Contractor’s duties hereunder. This provision shall survive termination of the Agreement.

8.05 Conflict of Interest. Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the Town’s interests or that would in any way hinder Contractor’s performance under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the Town’s written consent.

8.06 Contractor Information. Town shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Agreement. In this Agreement, the term “information” means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized reuse, modification, or use of such information for purposes other than those for which it was originally prepared.

8.07 Standard of Performance. Contractor represents that he is duly licensed as a Professional Engineer in the State of Connecticut and shall maintain such licensure in good standing throughout the term of this Agreement. Contractor shall perform the Services in accordance with the standards of care, skill, and diligence ordinarily exercised by licensed professional engineers practicing in the State of Connecticut under similar circumstances. All Services and deliverables shall be prepared in a professional and workmanlike manner consistent with such standards.

8.08 Worker Without Authorization. Contractor shall comply with the Immigration Reform and Control Act (“IRCA”) and that each person it provides under the Agreement shall at all times be authorized for employment in the United States of America. Contractor’s obligations under this section shall survive the termination or expiration of the Agreement.

8.09 Assignment; Third Party Rights. Contractor may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.10 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

8.11 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except

that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

8.12 Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

8.13 Nondiscrimination. The Contractor shall not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, gender identity, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the Contractor shows that such disability prevents performance of the work involved. In the performance of the Agreement, Contractor shall take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, gender identity, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the Contractor shows that such disability prevents performance of the work involved. The Contractor shall comply with all provisions of federal and state discrimination laws including without limitation, the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972. Any violation of these provisions shall be considered a material violation of the Agreement and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Agreement and may result in ineligibility for further Town agreements.

8.14 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the Superior Court for Judicial District of Fairfield at Bridgeport.

8.15 Right to Injunction. The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. The Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor.

8.16 Costs and Attorney's Fees. If any legal proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and

reasonable expert witness fees.

8.15 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.16 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the Town.

8.17 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

8.18 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

8.19 No Authority to Bind the Town. Contractor is engaged solely to provide professional consulting services and shall have no authority to bind the Town, make final determinations on behalf of the Town, or issue directives to third parties unless expressly authorized in writing by the Town.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth herein below.

TOWN OF MONROE:

By: _____
Terrence P. Rooney Date
First Selectman

CONTRACTOR:

James DiMeo Date

**EXHIBIT A
PAYMENT TERMS**

Contractor shall be compensated at a rate of One Hundred Fifty Dollars (\$150.00) per hour for Services expressly directed or authorized in advance by the Town and performed in accordance with this Agreement. The Town shall have no obligation to pay for any Services performed without such prior direction or authorization.

Contractor shall submit itemized invoices on a monthly basis.

The Town shall pay all undisputed amounts within thirty (30) days after receipt of each invoice.

No Reimbursable Expenses shall be paid unless expressly authorized in writing in advance by the Town.

**EXHIBIT B
INSURANCE RIDER**

1. General Requirements.

The Contractor shall, at its sole cost and expense and without limiting its liability, procure and maintain in full force and effect at all times during the term of the Agreement, and for any required extended reporting period, insurance coverage in connection with the Services in compliance with the requirements set forth herein. All insurance required herein shall be written for not less than the types and limits specified, or as otherwise required by applicable law, whichever is greater. The insurance requirements set forth herein are minimum requirements and shall not limit the liability of the Contractor. Contractor shall not commence any Services until all required certificates of insurance and endorsements have been provided to and approved by the Town.

2. Minimum Scope and Limits of Insurance.

(a) Commercial General Liability

Commercial General Liability Insurance, written on ISO form CG 00 01 or equivalent, on an occurrence basis, covering bodily injury, personal injury, and property damage, including contractual liability and products/completed operations, with limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.

(b) Automobile Liability

Automobile Liability Insurance, written on ISO form CA 00 01 or equivalent, covering owned, non-owned, and hired vehicles, with limits of not less than \$1,000,000 combined single limit per occurrence.

(c) Professional Liability (Errors and Omissions)

Professional Liability Insurance covering errors, omissions, and negligent acts arising out of the Services, with limits of not less than \$1,000,000 per claim/\$2,000,000 aggregate.

Such coverage shall be maintained for not less than three (3) years following completion or termination of the Services. Coverage may be written on a claims-made basis provided the retroactive date precedes the Effective Date of the Agreement.

(d) Workers' Compensation

Contractor shall maintain Workers' Compensation Insurance in accordance with the laws of the State of Connecticut and Employer's Liability Insurance with limits of not less than \$1,000,000.

If Contractor has no employees and is not required to carry Workers' Compensation Insurance, Contractor shall so certify in writing. If Contractor subsequently hires employees, Contractor shall immediately obtain such coverage and provide proof to the Town.

3. Additional Insured / Primary Coverage.

All liability policies (except Professional Liability and Workers' Compensation) shall: (i) name the Town, its officers, officials, employees, agents, boards, and commissions as additional insureds; (ii) be primary and non-contributory with respect to any insurance maintained by the Town; and, (iii) apply separately to each insured.

4. Waiver of Subrogation.

All policies shall include a waiver of subrogation in favor of the Town.

5. Other Insurance Provisions.

Contractor shall be solely responsible for maintaining all insurance required under the Agreement and shall not be entitled to any coverage under any insurance maintained by the Town. All deductibles and self-insured retentions shall be the sole responsibility of Contractor. Compliance with the insurance requirements shall not limit the liability of the Contractor under the Agreement.

6. Acceptability of Insurers.

Insurance shall be placed with insurers licensed to do business in the State of Connecticut and rated not less than A- (Excellent) by A.M. Best, or otherwise acceptable to the Town.

7. Certificates and Verification.

Contractor shall furnish certificates of insurance and required endorsements evidencing the coverage required herein prior to commencing Services. Renewals of expiring certificates shall be provided to the Town at least thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required insurance policies at any time. Failure to provide or maintain required insurance shall constitute a material breach of the Agreement, and the Town may suspend Services, withhold payment, or terminate the Agreement.

8. Notice of Cancellation.

All policies shall provide that coverage shall not be canceled, non-renewed, or materially changed except upon thirty (30) days' prior written notice to the Town/ten (10) days' prior written notice for nonpayment.

9. Subcontractors.

Contractor shall require all subcontractors to maintain insurance meeting the requirements of this Section and shall remain fully responsible for the acts and omissions of all subcontractors.



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov

Date: March 19, 2026

To: Jonathan Formichella, Town Council Chair

From: Terrence P. Rooney, First Selectman *T.P.R.*

cc: Craig Hirsch, Human Resource Director
David Ryan, Jr. Special Labor Counsel

Subject: Resolution Regarding Police Union Collective Bargaining Agreement

The Town's negotiating team has recommended a successor collective bargaining agreement for the Monroe Police Department Union.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #26-027: RESOLVED, that the Town Council hereby accepts and ratifies the Tentative Agreement by and between the Town of Monroe and the Monroe Police Union Fraternal Order of Police, Lodge 50, and that Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to prepare and execute a final agreement pursuant to the Tentative Agreement.

Thank you.

AGREEMENT

Between

TOWN OF MONROE

And

MONROE POLICE UNION, FRATERNAL ORDER OF POLICE LODGE 50

Through June 30, 2028

AGREEMENT

This AGREEMENT ("Agreement") is entered between the TOWN OF MONROE, hereinafter referred to as "Town", and the Monroe Police Union, Fraternal Order of Police Lodge 50, hereinafter referred to as "Union".

ARTICLE I - RECOGNITION

Section 1.01. The Town hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time police personnel within the Monroe Police Department, except officers holding the rank of Captain or Chief, with respect to wages, hours, and working conditions.

ARTICLE II - MANAGEMENT RIGHTS

Section 2.01. Except as otherwise modified or restricted by an express provision of this Agreement, the Town reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of management. Such rights shall include but shall not be limited to the right to evaluate its employees; determining the objectives of the Town 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 determination of the qualifications 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; to end special assignments at any time; and the taking of all necessary actions to carry out its objectives in emergencies.

ARTICLE III - POLICE MANUAL

Section 3.01. Rules and Regulations of the Monroe Police Department shall not conflict with the specific provisions of this contract. In the event there is such a conflict, the terms of this Agreement shall take precedence.

ARTICLE IV - PROBATIONARY PERIOD AND SENIORITY

Section 4.01. To enable the Town to exercise sound discretion in filling positions within the Police Department, no appointment to the classification of police officer shall be deemed final until the expiration of a twelve (12) month probationary work time period, following graduation from the Connecticut Police Academy, completion of a Field Training Program, and issuance of Police Officer Certification by the Police Officer Standards and Training Council. During the probationary period of any such employee, the Town may terminate the employment of such employee at its discretion and the employee shall have no recourse to the grievance procedure or arbitration pursuant to this Agreement.

Section 4.02. Employees promoted to the position of sergeant or lieutenant shall serve a probationary work time period of twelve (12) months. During said probationary period, the Town may reduce for articulated reason(s) the employee to his former rank.

Section 4.03. Seniority - Definitions

- a. Department seniority shall mean length of continuous service as a sworn regular officer from the date employee first reported for work. Whenever more than one employee begins work on the same day, department seniority shall be determined by order of birth.
- b. Rank seniority shall mean length of continuous service as a sergeant or a lieutenant from the date the employee began work as a sergeant or a lieutenant. Whenever more than one employee begins work as a sergeant or a lieutenant on the same day, rank seniority shall be determined by each employee's department seniority.
- c. It is understood that the definitions set forth in this section do not affect current departmental practices regarding vacations, order-ins, shift selection (bidding) and overtime, where seniority is or may be a factor.

Section 4.04. Seniority shall accrue without a break during any authorized leave of absence of twelve (12) months or less.

Section 4.05. Seniority shall not accrue but shall be bridged in the case of any authorized leave of absence of more than twelve (12) months.

Section 4.06. Seniority shall be terminated by resignation, retirement, discharge, failure to return from an authorized leave of absence, absence without approved notice for a period of three (3) or more days, or any other termination of the employee.

Section 4.07. Layoff and Recall

- a. **Layoff.** In the event of a reduction in force of the bargaining unit, the order of layoff shall be as follows:
 - 1. Probationary police officers
 - 2. Regular police officers

The order of layoff shall be by department seniority, except in the case of a layoff within rank above patrol, which shall be by rank seniority.

- b. **Bumping.** Laid off lieutenants may exercise their department seniority to bump the least senior sergeant provided the lieutenant has previously served as a sergeant. A laid off lieutenant who has not previously served as a sergeant and any laid off sergeant may exercise their departmental seniority to bump the least senior patrol officer.
- c. **Recall.** Laid off employees shall retain rights for a period of twelve (12) months or for the length of seniority, whichever is less. Seniority shall continue to accrue during the period in which an employee has a right to recall. Recall shall be in inverse order of layoff. Notice of recall shall be sent certified, return receipt requested, to the employee at his last known address at least two (2) weeks in advance of the date the employee is expected to return. An employee who fails to respond to the notice of recall or who refuses recall shall lose his recall rights.

ARTICLE V - INSURANCE AND PENSION

Section 5.01. Health Insurance

a. Medical Insurance

Notwithstanding the aforementioned language, effective November 1, 2016, the Town shall provide medical benefits to employees in accordance with the State of Connecticut 2.0 Partnership Plan ("Partnership Plan"). The Union covenants and agrees that the Town has the sole discretion to end its contract with the State of Connecticut regarding the Partnership Plan. Any bargaining unit employee who is penalized by the State of Connecticut for failure to comply with the wellness requirements of the Partnership Plan shall have all such penalties deducted from their payroll to reimburse the Town. All appropriate payroll deduction paperwork shall be signed by each bargaining unit employee prior to the Town's execution of its contract with the State of Connecticut regarding the Partnership Plan. The Town and Union hereby covenant and agree that in the event the town withdraws from the Partnership 2.0 Plan, the Town shall offer a medical plan that is comparable to the medical plan which existed for employees in September of 2016. Finally, the Town and the Union covenant and agree that bargaining unit employees at retirement shall have the right to purchase dependent coverage under the Partnership 2.0 Plan at their own sole expense (so long as the Town is a participant in the Partnership 2.0 Plan). This dependent purchasing option shall only exist with respect to the Partnership 2.0 Plan. The Employee shall pay a portion of the insurance premium for employee coverage options listed herein and the Town shall pay the remainder by payroll deduction as follows:

Effective July 1, 2019 through June 30, 2028: \$183.00 per payroll period (26) paid by bargaining unit employees who are in a "family plan" or "employee plus one plan".

Effective February 12, 2019, through June 30, 2028: \$140.00 per payroll period (26) paid by bargaining unit employees who are in a "single - one person plan."

b. Dental Insurance.

Employees shall be eligible for coverage by a Comprehensive Group Dental Insurance Plan which shall be equivalent to the Guardian Group Insurance Plan with applicable co-payments and with annual deductibles of \$100 per individual and \$300 per family and with an individual calendar year maximum of \$1,500.00. The Town shall pay the insurance premium for employee coverage and for dependent coverage.

c. I.R.C. Section 125 Plan.

The Town shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Town makes no representations or guarantees as to the continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of the employee insurance premium contributions. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any

action against the Town or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its Agents other than in furtherance of the I.R.C. Section 125 Plan.

Section 5.02. The amount of life insurance shall be ~~\$100,000~~~~\$20,000~~ and the Town shall continue to pay for the premium.

Section 5.03. The Town maintains insurance covering employees for claims of false arrest, including court costs and attorney's fees, at no cost to the employees.

Section 5.04. Employees shall be given an option one time each year to decline medical coverage described in Section 5.01 of this Article. Employees who select such option shall be ineligible for medical coverage for twelve (12) months following the effective date pre-existing medical coverage ceases or medical coverage would have commenced had the option not been chosen. The Town shall pay employees who elect such option \$610.00 in the pay period after the date pre-existing medical coverage ceases or medical coverage would have commenced and \$610.00 six months later, provided however, that in the event five (5) or more employees elect such option in the same year, then each employee so electing shall receive \$1,220.00 in the pay period after the pre-existing medical coverage ceases or medical coverage would have commenced and \$1,220.00 six (6) months later. In the event an employee who has received said payments in lieu of medical coverage severs employment with the Town for any reason, the payments shall be prorated on a monthly basis and the Town shall deduct its share from any sums owed to the employee. Notwithstanding any other contract language, effective June 30, 2020 the payment shall be made to the employee who makes said election on June 30 of the year after said election is made.

Effective July 1, 2020, in the event that five (5) or more employees as of July 1 annually waive health benefit coverage then the payment in lieu of health benefits shall be in the amount of \$4,500 per year. The Town shall provide notice to the Union of the current number of personnel opting out of health benefit coverage. In addition, current Town employees will not be permitted to receive the buyout in the event that they are opting out of the Town's plan but are inevitably covered by another employee, i.e., their spouse, in a Town plan of any kind, including the Board of Education.

Section 5.05. The Union recognizes that the Town has the right to change insurance carriers provided that the insured benefits are comparable to the benefits provided by the former carrier. Sixty (60) days prior to the implementation of any change in carrier, the Town shall submit to the Union the new coverage so that the Town and the Union can ascertain that the test of comparability is met. If there is a disagreement over whether the test of comparability is met, the Town may implement the change and the parties may submit the matter to the single arbitrator process of the American Arbitration Association. The arbitrator's decision shall be final and binding. Cost of the arbitration shall be born equally by both parties.

Section 5.06. Retirees and their spouses shall be given the opportunity to continue to participate in the health insurance described in this Article at the Town group rate to age sixty five (65) or the age of Medicare eligibility and such premiums shall be paid by the retiree in advance on a monthly basis. This option shall be offered to the retiree one time only and must be elected as of the date of retirement. If the retiree fails to pay the monthly premium as required by the Town, the insurance shall be canceled and shall not be renewed. In addition, the Town and the Union covenant and agree that the bargaining unit employees at retirement shall have the right to purchase dependent coverage

under the Partnership 2.0 Plan (so long as the Town is a participant in the Partnership 2.0 Plan) at their sole expense. This dependent purchasing option shall only exist with respect to the Partnership 2.0 Plan and shall last to age 65 or to the age of Medicare eligibility.

Section 5.07. Employees shall be covered by the CMERS Pension Plan.

Section 5.08. If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 49801, any other local, state or federal statute or regulation, the Town reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll themselves or their eligible family members in a coverage option or options that triggers an excise tax, 100% of any such excise tax will be borne solely by the employee.

ARTICLE VI- INCOME PROTECTION PLAN

Section 6.01. Non-Job Related Disability Benefits

- a. Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job related injury or sickness or pregnancy, and is therefore prevented from performing the duties of his or her occupation. To be eligible for disability benefits, an employee must have completed six (6) months of continuous employment with the Town and must be a full-time employee and must present medical documentation substantiating the total disability.
- b. **Short Term Disability**
 1. Short term disability shall apply to any extended absence for sickness or non-job related injury of more than five (5) consecutive work days.
 2. Weekly benefits will be paid in the amount of one hundred percent (100%) of normal weekly straight time earnings for a maximum duration of six (6) weeks total in a given calendar year.
 3. After the first six (6) weeks of absence total in a given calendar year and for a maximum duration of twenty-six (26) weeks, weekly benefits will be paid in the amount of seventy-five percent (75%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician.
- c. **Long Term Disability.** Employees who, after twenty-six (26) weeks, are totally and permanently disabled and are unable to perform their own job or any other occupation or trade to which they are suited by reason of education or training shall be eligible to receive a long term disability benefit which shall be equal to sixty-six and two-thirds percent (66-2/3%) of their normal monthly straight time earnings at the time of their disablement to a maximum of \$5,000 per month less any payments for which they are eligible from Social Security and any other insurance and pension plan to which the Town has contributed. Employees shall be eligible for long term disability benefits for the length of their total disablement up to the date the employee qualifies for a normal or disability retirement under CMERS.

- d. Perfect Attendance. Any officer who completes a fiscal year without using any sick time shall receive eight (8) hours of compensatory time which shall be used in the following fiscal year.

Section 6.02. Job Related Sick Leave. Employees who are absent from work as a result of a job-related injury or illness and who are eligible for and receiving payments under the Workers' Compensation Act shall receive payments for the difference between the Workers' Compensation benefit and their net straight-time pay for a period not to exceed six (6) months.

Section 6.03. Documentation of Absences. Police Department management shall require a physician assistant, nurse practitioner, or a physician's statement before authorizing paid sick days whenever an employee is absent for 4 or more days or when the employee has established a pattern of excessive absenteeism.

- a. ~~Upon ratification of this Agreement (expiring June 30, 2028), Effective calendar year January 1, 2024, any absence in a calendar year shall count as one (1) sick occurrence. An absence of four or more (4+) days with a doctor's note shall also count one (1) occurrence. (other than those requiring medical documentation to return to work) Sick occurrences~~ beyond fifteen (15) days in a given calendar year will be paid at seventy-five percent (75%) of pay. ~~Effective upon ratification.~~

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Section 6.04. Termination of Employment Due to Inability to Work

- a. The procedures of this Section shall be implemented when an employee has been absent due to long term disability (both job-related and non-job-related) for a period of twenty six weeks from the date of disability.
- b. Upon notification from the Town to the employee pursuant to "A" above, the employee must within sixty (60) days present certification from his physician that the employee is able to perform or will be able to perform his job within eighteen (18) months of the date of disability. Date of disability shall be the first day the employee was unable to report to work due to disabling illness or injury. Successive periods of disability separated by less than three (3) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. A return to work light duty on either full-time or part-time basis shall not alter the original date of disability. If the employee's physician does not certify that the employee is able to perform, without limitation, the duties of his position or of any other available position offered by the Town or, if in the opinion of a physician selected by the Town, the employee is found to be unable to perform said duties, the Town may terminate the employee. In such case, any disability benefits for which the employee may be eligible shall continue unaffected.
- c. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the Town, a third medical opinion shall be obtained. For such a purpose the employee shall select a physician from a list of three physician providers (with the appropriate medical specialty) selected by the Town. Once the three physicians are submitted to the employee the employee shall have thirty days to select one of the three. The third medical opinion shall prevail.
- d. In the event the employee does not report for required medical evaluations and/or fails to

follow any of the timelines set forth in sub paragraphs a - c the employee may be terminated and such termination shall be deemed to be for just cause.

- e. In the event the employee returns to work within the above-referenced eighteen (18) months, he shall suffer no loss in continuous service or seniority rights.

ARTICLE VII - VACATIONS

Section 7.01. The amount of paid vacation time due an employee shall be based on the amount of continuous service an employee has as of the anniversary day of his date of hire. The vacation schedule contained in Section 7.02. shall be effective upon execution of this Agreement which expires on June 30, 2028. e and 702d will implement July 1, 2026.

Section 7.02.

- a. Employees who have completed from one (1) year through four (4) years of service shall be entitled to a vacation with pay for two (2) weeks annually.
- b. Employees who have completed from five (5) years of service through nine (9) years of service shall be entitled to a vacation with pay for three (3) weeks annually.
- c. Employees who have completed from ten (10) years of service through ~~nineteen (19)~~ **fifteen (15)** years of service shall be entitled to a vacation with pay for four (4) weeks annually.
- d. Employees who have completed ~~twenty (20)~~ **sixteen (16)** years of service shall be entitled to one (1) additional day of vacation with pay for each year of service completed thereafter with a maximum of vacation with pay for five (5) weeks annually.

Section 7.03. For the purposes of calculating vacations under the 5-2, 5-3 work schedule, one (1) weeks' vacation shall mean five (5) working days.

Section 7.04. Vacations may be split into as many work periods as an employee may be entitled to; that is to say, if an employee is entitled to two (2) weeks' vacation, he may split his vacation to fall into two (2) work periods. If an employee is entitled to three (3) weeks' vacation, he may split his vacation into three (3) work periods. Notwithstanding the foregoing, an employee who is eligible for two (2) weeks' vacation may schedule up to five (5) individual vacation days at intervals of one to four days; an employee who is eligible for three (3) or more weeks' vacation may schedule up to ten (10) individual vacation days at intervals of one to four days. Individual days of vacation shall be defined as any period of consecutive vacation days that is less than five days. All employees other than Lieutenants are not permitted to take vacation of more than three (3) weeks at one time. Lieutenants are not permitted to take vacation of more than two (2) weeks at one time. Lieutenants may apply to the Chief of Police in writing for the ability to take up to three (3) weeks' vacation at one time. Said request shall state the specific reasons for the request. The Chief will not unreasonably deny any such written request. Unused vacation shall be paid to employees at the time of separation from employment with the Town.

Section 7.05. Vacations shall be scheduled in accordance with the following procedures. Any variance from these procedures requested by an employee may be granted at the discretion of the Chief of Police or designee:

- a. The vacation schedule shall be a calendar year.

- b. When there are competing vacation requests among employees within the same division and rank, seniority shall be the determining factor for vacation scheduled during the posting period in December, March, June, and September. All other vacation requests shall be scheduled on a first come-first served basis. Notwithstanding the foregoing, requests for weeks of vacation shall take precedence over requests for individual days of vacation. Once vacations are posted and any conflicts are resolved, the posted vacations are fixed on each subsequent vacation schedule posting and are never subject to a seniority bump or retraction of approval even if overtime costs are incurred.
- c. The vacation schedule shall be posted for thirteen (13) days starting the first day of December (when employees may select weeks of vacation during the following January 1st through December 31st), the first day of March (for vacation weeks during April 1st through December 31st), the first day of June (for vacation weeks during July 1st through December 31st) and the first day of September for vacation weeks during October 1st through December 31st).
- d. Individual days of vacation may be scheduled any time after shift assignments are fixed through the end of the shift assignment period provided the employee gives at least sixty (60) hours advance notice and gains the approval of the Chief of Police or his designee and further provided there is no additional costs incurred by the Town beyond the overtime cost required to fill one patrol position to meet minimum staffing on the shift.

Section 7.06. Vacation is accrued and used on the basis of the employee's anniversary date year. No more than fifteen (15) days of vacation may be carried over from year to year. Carried over vacation days may not be accumulated.

ARTICLE VIII- CLOTHING ALLOWANCE AND ACCESSORIES

Section 8.01. Past procedure regarding uniform distribution shall continue and the Chief is to make the determination of the needs of the employees in the bargaining unit. Clothing allowance for detectives is included in the detective premium.

Section 8.02. Effective July 1, 2014, the cleaning allowance shall be \$400 each fiscal year. Any cost in excess of the Town's contribution shall be paid by the employee. If, as of the following June 30, the employee has not fully expended his cleaning allowance account, the Town shall pay the remaining balance to the employee during the following month, provided the employee has maintained a neat and clean appearance throughout the year in conformance with the Rules and Regulations of the Police Department.

Section 8.03. The Town shall provide ammunition as required for training, certification/re-certification and duty.

Section 8.04. The Town shall supply all employees with all new first issue of prescribed equipment, clothing and accessories. Leather equipment such as belts, holsters, and other accoutrements may be reissued when serviceable. Firearms may be reissued provided that all firearms shall first be checked by a qualified armorer or manufacturer and reconditioned when necessary prior to reissuance. If any equipment issued does not conform to this agreement, it shall first be brought to the attention of the Chief of Police and he shall be afforded an opportunity to rectify the situation.

Section 8.05. The Town shall replace any article of equipment, clothing, and/or accessories (including prescription eyewear) that are damaged or destroyed in the line of duty, as well as the replacement of reasonable necessary personal property damaged in the line of duty up to a maximum, of \$500.00 per year. This maximum limitation of \$500.00 shall not apply to prescription eyewear which shall be replaced in accordance with this section.

ARTICLE IX - OVERTIME

Section 9.01. Employees shall be compensated at the rate of one and one-half (1-1/2) times the regular straight-time hourly rate for all assigned work performed on an employee's scheduled day off.

Section 9.02. Employees shall be compensated at the rate of one and one-half (1-1/2) times the regular straight-time hourly rate for all assigned work in excess of the normal work shift.

Section 9.03. For the purposes of calculating overtime, time at the end of a shift shall not be included in the computation unless an employee is assigned to work in excess of fifteen (15) minutes beyond the end of the employee's shift.

Section 9.04. There shall be no duplication or pyramiding of overtime.

Section 9.05. Employees shall be required to work overtime when requested by the commanding officer in charge.

Section 9.06. If and when the Chief of Police determines that an overtime assignment is required to supplement previously scheduled Department personnel as a result of the absence of a Regular Officer, such overtime assignment shall be offered first to available Regular Officers. Nothing in this Section or Article shall be construed to be a guarantee of overtime. Detective Division officers shall not be eligible for Patrol Division order-ins except for unusual circumstances. Patrol Officers assigned to the Patrol Division shall have the right of first refusal for patrol assignment overtime.

Section 9.07. Employees who are called back to duty for hours not contiguous with the start or end of their regular work shift shall be paid a minimum of four (4) hours at time and one-half. Call-back pay shall be calculated from the time employee reports appropriately attired and is ready for duty. Call-back work is a non-scheduled patrol duty or Detective Division assignment. All other scheduled assignments will be compensated in accordance with Section 9.02 on an hour pay for hour worked basis in one-quarter hour increments.

Section 9.08. Compensatory time in lieu of overtime is allowable upon an employee's request provided said compensatory time is authorized by the Chief of Police or his designee and provided all compensatory time is used within the fiscal year in which it is earned. The Chief of Police or his designee and the employee will cooperate to schedule all compensatory time off at no additional cost to the town. In the event replacement overtime is required, compensatory time in lieu of overtime pay will not be granted for the replacement overtime, i.e. overtime will be paid to any employee working replacement overtime. Any compensatory time earned and not taken by the end of the fiscal year shall be paid to the employee. In no case shall compensatory time accumulate in excess of eighty (80) straight time hours upon complete ratification of this Agreement. **Compensatory time may be used (taken) in a minimum of 1-hour blocks or more provided no overtime is incurred at the time of the request.**

Section 9.09. Involuntary overtime means any work assignment the Town is unable to fill through that procedure set forth in Section 9.06. Involuntary overtime assignments shall be made in accordance with the following:

- a. Patrol assignment shall be filled with employees from a rotating list in order of inverse seniority. This will include all personnel that are in the voluntary overtime file with the exception of employees assigned to the Detective Division. Detective Division assignments shall be filled with employees from a rotating list in order of inverse seniority;
- b. Employee rotation on each list shall require serving at least four (4) consecutive hours or a holdover that is four (4) hours or more. Each rotating list shall be reset in order of inverse seniority on January 1st.
- c. The Department shall maintain a written record of both rotating lists and all assignments with record shall be available (within a reasonable time) for inspection by the Union or any member assigned involuntary overtime.
- d. Any involuntary overtime assignment that lasts twelve (12) or more hours will count as two order-ins.

Section 9.10 (new). Officers are allowed to swap shifts with prior approval by the applicable Division Commander(s). An officer who agrees to accept a shift swap a shift must shall work the shift swap he/she has accepted, said shift. A shift swap shall not create overtime.

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ARTICLE X - OFF-DUTY ASSIGNMENTS

Section 10.01. Employees when employed on any off-duty police assignments will receive the following hourly rate of pay effective on a mutually acceptable date after the signing of this Agreement:

- a. For work for the Town or for the Board of Education, one and one-half (1-1/2) times the officer's regular hourly rate of pay with a minimum of four (4) hours.
- b. For all the other work, effective July 1, 2024, one and one-half (1 ½) times the top step Lieutenant pay per hour, with a minimum of four (4) hours. Work on Saturday, Sunday, Easter, July 4th, January 1st, President's Day, Martin Luther King Day, Juneteenth, Columbus Day, Veteran's Day, Christmas, Thanksgiving Day, Memorial Day, Labor Day, or on any day through the hours of 1800 to 0600, or in excess of ten (10) hours shall be paid at two (2) times the top step Lieutenant pay per hour. At times of inclement weather or after dark a vehicle will be required for road work.
- c. The minimum of four (4) hours shall be paid in the event of the off-duty assignment is canceled by the contractor with less than two (2) hours notice. An officer assigned to an off-duty overtime event shall inquire about the contractor's arrival time when no representative is on site within the first hour of the scheduled assignment. If the contractor is not responsible for the officer's compensation, e.g. when the job is canceled due to Police Department error or omission, the officer will be compensated for one hour overtime plus overtime in fifteen

(15) minute increments until considered off-duty per Section 9.07 of this agreement, unless the officer prefers to assume patrol duties for the remainder of a four hour overtime block. If the officer selects to remain on duty for the full four hour block, the officer shall be properly equipped and uniformed within thirty (30) minutes after the confirmation of the scheduling error or omission.

- d. Employees covered by this Agreement will be given first preference for available assignments under this Article.
- e. A minimum of eight (8) hours shall be paid anytime an officer works at least four (4) hours, but less than eight (8) hours for road construction only. For all work other than road construction employees will receive a minimum of four(4) hours of work and shall be paid hour for hour for any such work which exceeds four (4) hours of work.

Section 10.2. Extra-duty police assignments shall be offered in accordance with this section.

- a. **Definition:** The term "extra-duty" shall mean Departmental overtime and outside hiring; "outside hiring" is any duty for a contractor other than the Town or Board of Education.
- b. **Extra Work and Charging of Hours:** For regular Officers, an extra-work roster shall be kept on a quarterly basis. Extra work is offered to an Officer based on the following criteria: days off gets priority, followed by hours worked and then seniority. The Officers will be credited for all hours and partial hours worked. Any officer who has been assigned extra work and then decides he/she cannot work the job must call and inform the Support Services Lieutenant, or his designee, with an appropriate reason for the inability to work. The Support Services Lieutenant, or his designee, will then assign the work according to the procedures outlined herein. Any Officer indicating the inability to work a previously accepted and assigned job will be charged with the hours of the job as though he/she worked it. At the end of the quarterly period, all Officers' accounts shall return to zero. Administrative scheduled officers will be allowed to flex working hours not to exceed eight (8) hours per calendar week within operational requirements and approval of the division supervisor, to work private duty (and overtime) assignments, ~~that cannot be filled by off-duty regular members.~~ "Flex Officers" shall be considered "off duty" per [Section 10.2.c](#).
- c. **Assignment of Extra Work:** Extra work assignments shall be offered according to the following procedure:
 - 1. First, to regular Officers on "days off," with preference given based on the following factors:
 - (a) The schedule shows the Officer is available at the time of the assignment;
 - (b) Among the Officers available for duty, the Officer who has been charged on the extra-work roster with the least amount of hours; and
 - (c) When two or more eligible Officers have been charged with the same number of hours, Department seniority shall prevail.

Note: "Days Off" shall include comp days and vacation days.

- 2. Second, to regular Officers who are "off duty," with preference given based on factors (a) through (c) above.
- 3. Third, to non-police-bargaining-unit certified officers of this Department.

4. Fourth, to eligible officers of outside departments with established Memoranda of Understanding for private duty.
- d. Assignment of Jobs: Extra work assignments shall be made by utilizing the Virtual Computer Solutions Police Officer Scheduling System (VCS POSS) according to the following criteria:
1. All jobs posted in VCS POSS in advance shall be awarded at 15:00 hours the day prior to the assignment.
 2. Jobs received after 15:00 hours with a start time the following day shall be entered into VCS POSS and awarded after 2 hours.
 3. Jobs received with an immediate start time or less than 2 hours shall be entered into VCS POSS and awarded after 15 minutes.
 - (a) It shall be the responsibility of the on-duty supervisor to award the jobs based on the criteria and VCS POSS eligibility list.
 - (b) There shall be no time accrual or penalty for job refusal.
- e. Training Assignments: Any time an Officer is assigned to a training event that would result in their shift being an open shift overtime; the officer will be offered the training assignment as overtime first. Should the officer, receiving the training, elect not to take the training assignment as overtime, or it has been deemed a conflict with scheduling, the open shift overtime, if required, shall be then entered into VCS POSS. The assignment then shall be filled using the criteria outlined above in this Section 10.02.

ARTICLE XI- WORKING HOUR

Section 11.01.

- a. The parties agree that the work week shall be an average workweek of forty (40) hours per week or 2,088 hours per work year. The work schedule shall be five (5) consecutive days on followed by two (2) consecutive days off and five (5) consecutive days on followed by three (3) consecutive days off (5-2,5-3). This cycle shall repeat itself throughout the work year.
- b. The normal work day shall be eight and one-quarter (8-1/4) consecutive hours.
- c. Work shifts shall be assigned semi-annually pursuant to the following procedure:
 1. Six (6) weeks before the assignment date members of the bargaining unit shall submit first and second choice bids for shift assignments. Bid conflicts shall be resolved on the basis of rank seniority, provided however, that four (4) weeks before the effective date of the assignment the Chief shall have the sole and exclusive right to assign, without any use of rank seniority, up to ten percent (10%) (rounded up to the next whole number) of the bargaining unit of their shift assignments that he, in his sole discretion has determined.

- 11. Four (4) weeks before the assignment date, all shift assignments shall be posted.
- m. The Union president shall have priority, i.e. pick of shift except in the positions of Detective and Lieutenant.
- d. As part of the regularly scheduled work year, each employee shall be required to attend up to eighteen (18) hours per calendar year in in-service training sessions and shall be paid the straight time rate, other provisions of this contract notwithstanding.
- e. Nothing in this Agreement shall change or interfere with the right of the Town or the Chief of Police to designate a work week or shift different from that of the patrol division for those employees assigned to divisions other than patrol and for those employees within the patrol division who are assigned to specialized work, provided said employees work an average forty (40) hours per week and 2,088 hours per year.

Section 11.02. A police officer's regularly scheduled shift shall not be changed on Saturdays, Sundays, or holidays, without the officer's consent. A police officer's regularly scheduled shift shall be subject to change on Monday through Friday by the Administration provided that at least seven days notice is given to the officer. Regularly scheduled shifts may be changed by the Administration to accommodate a training opportunity provided that at least seven days notice is given to the officer. With the officer's consent, notice may be waived.

Section 11.03. The Town shall maintain a minimum number of employees on duty as follows:

- day shift- three (3) officers, one (1) Supervisor
- evening shift- ~~four (4) three (3)~~ officers, one (1) ~~Supervisor~~ ~~Supervisor~~ ~~Sergeant~~
- midnight shift- three (3) officers, one (1) Supervisor

ARTICLE XII- HOLIDAYS

Section 12.01. Each employee shall receive ~~thirteen (13) twelve (12)~~ paid holidays in each fiscal year as follows:

- | | |
|------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Juneteenth | |

Section 12.02. Holiday pay shall be defined as a full day's pay at their current rate of pay. Consequently, the employees who work a shift on said holiday shall receive holiday pay in addition to their regular day's pay.

Section 12.03. No employee shall be eligible for holiday pay if he/she is absent due to disciplinary measures.

Section 12.04. All holiday pay earned shall be paid out twice a year- the first payment to be made for holiday pay earned for the period July through December, within ten (10) days thereafter, and

the second payment to be made for holiday pay earned for the period January through June, within ten (10) ~~en (10)~~ days thereafter.

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ARTICLE XIII - HOLIDAY EVENING PAY

Section 13.01. All officers who work the 4:00 p.m. to midnight shift on New Year's Eve and/or Christmas Eve, shall receive compensation at twice the regular rate of pay. It is further understood that if an employee is working the evening detail and unusual circumstances have him work into the following day, which would be a holiday, the individual would be on time and one-half (1-1/2) and would not receive pay for a double holiday due to the overtime after midnight.

ARTICLE XIV - COURT APPEARANCES

Section 14.01. Whenever an employee is required to appear in any state or federal court or administrative agency or to provide deposition testimony during non-working hours for a criminal or civil matter which arose in connection with his/her employment with the Town, the Town shall compensate such employee in accordance with Article IX-Overtime provided that such employee shall assign to the Town any witness fees received.

ARTICLE XV - NO STRIKE

Section 15.01. The Union agrees that it and/or its members, individually or collectively, during the terms of this Agreement, will not cause, not take part in any strike, picketing, sit down, slow-down, or curtailment or restriction or interference of work, even of a temporary nature, as it deals with the Town of Monroe.

Section 15.02. The Union hereby agrees that the Town of Monroe may terminate the contract if the Union sanctions any strike during the term of this contract.

ARTICLE XVI - GRIEVANCE PROCEDURE

Section 16.01. Purpose. The purpose of this procedure is to provide an orderly method of adjusting grievances.

Section 16.02. Definitions.

- a. A "grievance", for the purpose of this procedure, shall mean a claim or dispute arising out of the application and interpretation of the Articles and Sections of this Agreement or arising out of discharge, suspension or other disciplinary action.
- b. A "grievant" shall mean any employee or group of employees covered by this Agreement.

- c. A "day", for the purposes of this Article only, shall mean a business day (which excludes weekends and holidays).

Section 16.03. Procedure. A grievance shall be processed in the orders of steps listed below.

Step #1.

Within ten (10) business days of the occurrence of the alleged grievance, an employee shall submit said grievance in writing, setting forth the nature of said grievance of the Chief of the Department. The grievance shall set forth the specific provision of the contract that is alleged to have been violated or breached. Within ten (10) business days, the Chief or his delegate shall meet with the employee or the Union for the purposes of adjusting or resolving said grievance. The Chief or his delegate shall render a decision concerning said grievance within ten (10) business days of said meeting. If such grievance is not resolved to the satisfaction of the employee or the Union, Step 2 of this procedure may be instituted within ten (10) business days; otherwise, the decision shall not be subject to further appeal.

Step #2.

Further review of such grievance shall be made by the Grievance Committee of the Union, or its delegate, by presenting to the Board of Police Commissioners such grievance in writing. Notwithstanding, the previous sentence the Union and Town agree that economic-related matters must be submitted to the First Selectman for Step #2, instead of the Board of Police Commissioners. Within ten (10) business days after the Board of Police Commissioners/First Selectman receives said grievance, the Board/First Selectman shall arrange to meet with the Union Committee or the Committee's delegate for the purposes of adjusting or resolving such grievance. The Board of Police Commissioners/First Selectman shall give the employee and the Union, or its delegate, at least ten (10) business days' notice of the meeting, and the Board/First Selectman shall render a decision concerning the said grievance within ten (10) business days of said meeting. If said grievance is not resolved to the satisfaction of the Union, Step 3 of this procedure may be initiated within ten (10) business days; otherwise, the decision of the Commission shall be final and binding on all parties.

Step #3.

Further review of such grievances shall be made by the Union, and the Union in its sole and exclusive right ~~which may be~~ present in writing such grievances, except discharge grievances, to the State Board of Mediation & Arbitration for arbitration. Either the Town or the Union shall have the right to transfer a grievance from the State Board of Mediation and Arbitration to the American Arbitration Association ("AAA") to be heard by Michael Ricci. The party initiating said transfer shall pay all costs associated with the transfer. In the event Mr. Ricci is unavailable then an arbitrator shall be selected in accordance with AAA rules. Any discharge of a non-probationary employee shall be immediately appealable to the American Arbitration Association to be heard by Mr. Ricci within fifteen (15) days of the notice of discharge. In the event Mr. Ricci is unavailable then an arbitrator shall be selected in accordance with AAA rules. Said arbitrator or arbitrators shall not have the power to change, modify or otherwise amend this Agreement. The costs associated with the arbitration of any grievance before the State Board of Mediation and Arbitration shall be shared equally by the Town and the Union.

Section 16.04. Time Extensions. Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned in writing.

Section 16.05. Nothing contained herein shall prevent any individual employee from presenting and processing his/her own grievance through Step #2 of the grievance procedure.

ARTICLE XVII- DISCIPLINARY ACTION

Section 17.01. Upon completion of the probationary period, employees shall not be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner except for just cause. Discipline and discharge of probationary employees are not subject to the grievance procedure.

Section 17.02. Upon the completion of any internal investigation and before any disciplinary action is taken, a copy of any written or recorded statements of complaint, shall be supplied to the person being investigated, upon request.

Section 17.03. The Union will be provided with copies of all reports, statements, complaints, witness names and addresses, and any other relevant materials no less than ten (10) days in advance of the first disciplinary hearing.

Section 17.04. The Town shall end its practice of supervisory review of random body camera tapes. The Town shall not use information obtained from the Global Positioning System (GPS) for patrol vehicles or body cameras as the sole basis for discipline. In the event of a body camera review regarding a complaint, the Town may examine the entire loop of the body camera relative to the complaint and may use such review as evidence if the additional information is relevant to the complaint or if said information supports an action of suspension or termination.

ARTICLE XVIII- WAGES

Section 18.01. The existing pay rate schedule now in force and effect in the Town of Monroe shall apply for the term of this Agreement.

Section 18.02. Each employee shall be paid in accordance with the following schedules. For the purposes of the following schedules, services can be computed as on the anniversary date.

Wages.

~~Year 1 -~~ **Effective and Retroactive** to July 1, 2025, all active officers shall receive a **2.75%** ~~3.00%~~ increase in pay.

~~Year 2 - Retroactive to~~ **Effective** July 1, 2026, all active officers shall receive a **2.75%** ~~3.00%~~ increase in pay. **Top Step Sergeant and Top Step Lieutenant shall increase by 1.00% to become 12% above patrol officer Step 5 pay and Sergeant Step 2 pay respectively. shall also be augmented by 1.00%.**

~~Year 3 - Bargaining unit employees~~ **Effective** July 1, 2027, all active officers shall receive a **2.95%** ~~3.00%~~ increase in pay. ~~In addition, after this 3.00% increase is given, the Town shall then increase the top step of Patrol pay by \$3,000.~~

2025-2026 (retroactive)

1	\$70,777.67
2	\$75,261.33
3	\$80,618.18
4	\$86,382.39
5	\$92,553.69

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Sergeant Steps:

1. \$98,106.91 (6% above PO Step 5)
2. 102,734.59 (11% above PO Step 5)

Lieutenant Steps

- 1.. \$108,898.67 (6%) above Sgt. - Step 2)
2. \$114,035.40 (11%) above Sgt. - Step 2)

2022-2023(retroactive)

Police Officer Steps

1	\$64,928.97
2	\$69,042.33*
3	\$73,956.44
4	\$79,244.30
5	\$82,077.98

*Anniversary date for future step increases will be date of field training completion.

Sergeant Steps

1. ~~\$87,002.78 (six percent (6%) above P.O. Step 5)~~
2. ~~\$91,107.01 (eleven percent(11¼) above P.O. Step 5)~~

Lieutenant Steps

1. ~~\$96,573.39 (six percent (6%) above Sgt. Step 2)~~
2. ~~\$101,128.37 (eleven percent (11%) above Sgt. Step 2)~~

2026-2027

Patrol Officer Steps

1	\$72,724.06
2	\$77,331.02
3	\$82,835.18
4	\$88,757.90
5	\$95,098.91

*Anniversary date for future step increases will be date of field training completion.

Sergeant Steps:

1. \$100,804.85 (6% above PO Step 5)
2. \$106,510.78 (12% above PO Step 5)

Lieutenant Steps

- I. \$112,901.43 (6%) above Sgt. - Step 2)
2. \$119,292.08 (12%) above Sgt. - Step 2)

2027-2028

Patrol Officer Steps

- 1 \$74,869.42
- 2 \$79,612.29
- 3 \$85,278.82
- 4 \$91,376.26
- 5 \$97,904.33

Sergeant Steps:

- 1. \$103,778.59 (6% above PO Step 5)
- 2. \$109,652.85 (12% above PO Step 5)

Lieutenant Steps

- 1. \$116,232.02 (6%) above Sgt. - Step 2)
- 2. \$122,811.19 (12%) above Sgt. - Step 2)

2023-2024 (retroactive)

Police Officer - 5 steps

- 1. ~~\$66,877.07~~
- 2. ~~\$71,113.63*~~
- 3. ~~\$76,175.20~~
- 4. ~~\$81,621.75~~
- 5. ~~\$84,540.51~~

*Anniversary date for future step increases will be date of field training completion.-

Sergeant Steps

- 1. ~~\$89,612.78 (six percent (6%) above P.O. - Step 5)~~
- 2. ~~\$93,840.20 (eleven percent (11%) above P.O. - Step 5)~~

Lieutenant Steps

- 1. ~~\$99,470.49 (six percent (6%) above Sgt. - Step 2)~~
- 2. ~~\$104,162.23 (eleven percent (11%) above Sgt. - Step 2)~~

2024-2025

Police Officer Steps

- 1. ~~\$68,883.38~~
- 2. ~~\$73,247.04*~~
- 3. ~~\$78,460.52~~
- 4. ~~\$84,070.45~~
- 5. ~~\$90,076.58~~

*Anniversary date for future step increases will be date of field training completion.-

Sergeant Steps

1. ~~\$95,481.37 (six percent (6%) above P.O. Step 5)~~
2. ~~\$99,985.19 (eleven percent (11%) above P.O. Step 5)~~

Lieutenant Steps

1. ~~\$105,984.27 (six percent (6%) above Sgt. Step 2)~~

1. ~~\$110,983.46 (eleven percent (11%) above Sgt. Step 2)~~

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Section 18.03. The preceding rates are applicable to all existing positions on the police force. It is understood, however, that if new positions are created for a rank or step not now designated, that this Agreement shall be modified after due negotiations between the two parties of this Agreement.

Section 18.04. Employees assigned to work as field training officers (FTOs) shall receive one hour of straight time pay for each day served as an PTO. Effective January 1, 2021 employees assigned to work as field training officers (FTOs) shall receive one and one half hour of straight time pay for each day served as an PTO.

Section 18.05. Employees assigned to the Detective Bureau will receive, upon completion of six (6) months as a Detective, a \$1,150.00 premium each year which includes the clothing allowance. Any personnel receiving a clothing allowance under this Section must report for duty in business casual attire. Effective July 1, 2026, the premium shall increase to \$2,500. This premium shall be added to the employee's base salary as established by Section 18.02 above and shall be paid in regular salary installments. The employee assigned as Youth Officer shall also qualify for the Detective premium.

Section 18.06. Ordinarily, employees hired as patrol officers shall be placed on the salary schedule at Step 1. However, in the event such patrol officer has previous experience and training as a police officer, the Town may, in its discretion, place the patrol officer at the step of the salary schedule which is appropriate to his previous training and experience. In the event a patrol officer terminates his employment with the Town and is re-employed by the Town, he shall be re-employed at a rank and rate to be determined by the Town.

ARTICLE XIX - LONGEVITY

Section 19.01. In addition to an employee's wage, longevity pay shall be payable in the first pay period in December for all those eligible within the then current fiscal year. The longevity schedule shall be as follows:

- Completion of six (6) consecutive years of service- \$100
- Completion of ten (10) consecutive years of service- \$225
- Completion of fifteen (15) consecutive years of service- \$350
- Completion of twenty (20) consecutive years of service- \$450

ARTICLE XX - GENERAL

Section 20.01. Each employee, upon request, may review his personnel file. (Employee's request must be in writing.)

Section 20.02. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit in accordance with State and Federal law.

Section 20.03. The Union and the Town agree to create a committee for the purpose of establishing an employee performance evaluation system. The committee shall consist of the Chief or designee, one (1) Lieutenant designated by the Chief, one (1) Sergeant jointly designated by the Chief and the Union President, one (1) Patrolman designated by the Union President, and the Union President or designee. The performance evaluation system shall contain a mechanism for an evaluated employee to submit a response and/or rebuttal to any performance evaluation.

ARTICLE XXI- UNION SECURITY, DUES DEDUCTION

Section 21.01. Subject to applicable law, all employees of the Employer covered by this Agreement who voluntarily become members of the Union in good standing on the effective date of this

Agreement, or who voluntarily become members of the Union in good standing following the effective date of this Agreement, insofar as the payment of periodic dues and initiation fees, uniformly required (upon receipt by the Town of authorization) or refrain from joining the Union, and for so long as they remain non-members, may on a voluntary basis choose to pay to the Union a service fee.

Section 21.02. The Town agrees to deduct from the wages of all employees covered herein who voluntarily and individually authorized such deductions in writing from their wages, such dues, service fees, and initiation fees as may be fixed by the Union and allowed by law. The Town will remit to the Union, on or before the last day of the month in which such deductions are made, the aggregate of amounts collected, together with a list of employees from whose salary such sums have been deducted. Such dues or service fees deductions shall continue for the duration of this Agreement and any extension thereof. Such deductions will be made on the payday of each month as specified by the Town and agreed to by the Union.

Section 21.03. In consideration of the Town entering into provisions of this Article, the Union hereby agrees that it will save the Town harmless from any claim for damages by reason of carrying out the provisions of this Article.

ARTICLE XXII- UNION BUSINESS LEAVE

Section 22.01. The President and one (1) member of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty, provided sufficient prior notification is given to the Chief or his designee and no more than one (1) employee shall be off from the same duty shift.

Section 22.02. The President of the Union, or in his absence his representative, shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty. However, one grievant shall also be granted up to fifty percent (50%) of the time off with pay up to a maximum of four (4) hours to meet with the Arbitration Panel, when such meetings take place at a time during which such member is scheduled to be on duty, provided sufficient prior notification is given to the Chief or his designee.

Section 22.03. The Union shall be provided a total of twelve (12) union business days (leave from duty with full pay) per fiscal year to be used at the discretion of the local for tending to union related activities. These days may only be taken by Union Executive Board members.

ARTICLE XXIII- RESIDENCY

Section 23.01. It is in the interest of the Town and its employees, that emergency service personnel,

such as police officers, live as close to Police Headquarters as is practicable. Recognizing this principle, employees shall maintain their personal residences within a twenty-mile radius of Police Headquarters.

Section 23.02. Since employees are no longer required to live within Town boundaries, the former practice of picking up and returning employees to their homes in Town vehicles will no longer prevail.

ARTICLE XXIV - HEALTH AND PHYSICAL FITNESS

Section 24.01. All employees will be weighed annually.

Section 24.02. All employees shall be required bi-annually to successfully complete the fitness test according to POSTC (Police Officer Standards and Training Council) standards (40% level). All officers hired as of the date this Agreement is signed shall be given one year to prepare for the implementation of the test. Any employee who has incurred a serious illness or injury and who has been disabled from work and who returns to duty within three (3) months before a testing date will be excused from taking the test and will be tested on the next regularly scheduled test date.

Section 24.03. Discipline administered under this Article shall be progressive as follows:

- Verbal warning.
- Written reprimand.
- 1 day suspension without pay.
- 2 days suspension without pay.
- 3 days suspension without pay.
- 4 days suspension without pay.
- 5 days suspension without pay.
- 5 days suspension without pay for each infraction thereafter, not to exceed ten (10) days per year.

Section 24.04. As a condition of employment, each employee shall refrain from the use of tobacco products (including vape products) while on duty and in view of the public.

Section 24.05. Employees who are disabled, but not totally disabled, from performing their essential job functions may be assigned to light duty pursuant to the Town's light duty policy for the police department.

ARTICLE XXV - SUBSTANCE ABUSE PREVENTION

Section 25.01. The Town and the Union agree that the critical mission of law enforcement requires that all police officers must refrain from the possession and/or use of illegal substances and refrain from alcohol abuse at all times.

Section 25.02. Employees may be required to take drug tests without advance notice as a condition of continued employment as provided below:

- a. A supervisor may order an employee to take a drug test upon reasonable suspicion that the employee is or has been using drugs. Reasonable suspicion shall be determined by observation of the employee by the supervisor and one other sworn member of the police department. The observers shall prepare affidavits setting forth the basis for the reasonable

suspicion. Copies of the affidavits shall be furnished to the employee and, upon the employee's request, to the union representative.

- b. An employee shall take a drug test when an unannounced mandatory testing program is required by the Town. Drug testing shall be conducted by a qualified vendor appointee by the Town. The random selection of employees for testing will be performed by the vendor and will not be witnessed by representatives of either the Town or the Union.

Section 25.03. Drug testing shall be conducted at a location provided by the vendor or, whenever possible, at the Monroe Police Department. A member of the vendor's staff shall observe production of the urine sample. The employee shall be interviewed concerning recent food, beverage, and prescription drug intake which could affect the test outcome. If an employee is unable or unwilling to give a specimen at the time of the test, the employee shall remain under observation until a specimen is obtained. The employee may be required to consume reasonable amounts of water during the waiting period.

Section 25.04. The laboratory selected by the Town to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody. Technical expertise, and demonstrated proficiency in urinalysis. The testing methodology shall be set forth in the Town's Substance Abuse Policy.

Section 25.05. In the event an employee is found in possession of an illegal substance or refuses to submit to a drug test, the employee shall be discharged.

Section 25.06. In the event an employee takes a drug test which confirms the employee's use of an illegal substance, consistent with the procedure in Section 25.04 above, or voluntarily discloses that he has a problem with drug or alcohol abuse, the employee shall be immediately placed on non- job-related disability leave and shall be required to commence a rehabilitation program acceptable to the Town. Reinstatement to employment shall be contingent upon the employee's satisfactory completion of the rehabilitation program acceptable to the Town. Reinstatement to employment shall be contingent upon the employee's satisfactory completion of the rehabilitation program and the employee's continuing participation in any prescribed follow-up program. Upon reinstatement, an employee with previous drug dependency shall submit to drug testing as directed by the Town for the next twenty-four (24) months. An employee who refuses to submit to follow-up drug testing as required by this section, or who fails to continue in the prescribed follow-up program, or who experiences a positive drug test result after reinstatement, shall be discharged and said discharge shall be deemed for just cause. A disclosure of a drug dependency problem by an employee upon notice from the town that he is scheduled for drug testing shall not be deemed to be voluntary disclosure.

Section 25.07. Whenever a supervisor has reasonable suspicion that an employee is unfit for duty due to alcohol or drug abuse, as demonstrated by the employee's physical condition and/or behavior upon reporting for work, said employee shall be immediately relieved from duty for that day. The supervisor may order the employee to submit to a physical examination and/or to any testing by intoximeter or similar device, at the employee's option. Both the urinalysis and the blood test or a breath analysis shall be conducted by the police physician. The breath analysis shall be administered by qualified police department personnel. All tests shall be administered by qualified police department personnel. All tests shall be administered in the presence of a Union official or a witnessing bargaining unit member if no Union official responds to Headquarters within fifteen

(15) minutes of being contacted unless the employee does not wish to have a bargaining unit member or Union official act as a witness. An employee reporting for work unfit for duty as a result of confirmed alcohol or drug abuse and/or refusing to submit to testing as ordered by the supervisor shall be subject to discipline up to and including discharge. In the event the employee is found to be unfit for duty because of abusing alcohol or illegal drugs, he shall be referred for rehabilitation pursuant to Section 25.06 above.

Section 25.08. Final reports obtained as a result of the procedures described in this Article shall be maintained in the employee's file, with a copy given to the employee.

ARTICLE XXVI - BEREAVEMENT LEAVE

Section 26.01. Employee requests for bereavement leave shall be granted by the Police Chief or designee in accordance with the following schedule:

- a. Up to five (5) days leave with pay for the death of the employee's spouse, father, mother or child.
- b. Up to three (3) days leave with pay for the death of the employee's sister, brother, mother-in-law, father-in-law, or any relative domiciled within the employee's home.
- c. One (1) day leave with pay for the death of the employee's brother-in-law, sister-in-law, grandparent, grandchild, son-in-law, or daughter-in-law.

ARTICLE XXVII - ASSIGNMENT TO SPECIALIZED POSITIONS

Section 27.01. This Article provides the procedure for the assignment of Monroe police officers to specialized positions such as the positions of Detective, Youth Officer, School Resource Officer or DARE Officer, mutual aid task forces, etc.

Section 27.02. Such assignments shall be made at the discretion of police department management in accordance with the following procedure:

- a. The opportunity for assignment to a specialized position will be posted on the departmental bulletin board and qualified volunteers will be sought.
- b. Police department management will review all applicants and make the assignment.
- c. Assignments shall be made in writing for a specific term which may be renewable at the option of the police department management. The employee assigned may decline renewal but must remain in the position until a qualified replacement is assigned.
- d. The term of a special assignment will be established by police department management and will vary based upon the assignment but will be no less than one year and no more than five years. The employee assigned may opt out within the term with the agreement of police department management. The employee may be temporarily reassigned within the term when staffing needs of the department require such reassignment.

- e. To be eligible for assignment as a detective, an employee must have a minimum of 3 years' experience in the Monroe Police Department.
- f. A training position shall be established in the detective bureau. To be eligible for a training assignment, an employee must have a minimum of eighteen (18) months experience in the Monroe Police Department. Training assignments shall be for a term of six (6) months subject to extension when necessary to allow the employee to conclude an ongoing investigation. Filling the position shall depend upon department-wide staffing needs. When it is necessary to reassign personnel in the detective division back to patrol, the employee in the training position shall be the first to be reassigned and shall be returned to the employee's previous patrol position and shift.

Section 27.03. Special assignments do not result in any additional compensation unless additional compensation is provided for in this Agreement or in a separate written agreement between the Town and the Union.

Section 27.04. Employees assigned to specialized positions are eligible for patrol overtime and extra duty. This provision may not apply to employees assigned to task forces outside the department.

Section 27.05.

- a. The Dog Handler(s) is allowed to use a designated Canine police vehicle for transport of the dog to and from work. The Canine vehicle will not be used for personal use. If the Handler(s) violates the restrictions, the Handler(s) shall lose the privilege of using the Canine vehicle for transportation to and from work. The Canine vehicle mileage shall be recorded as part of the Handler(s)'s daily report.
- b. **Care and Feeding of the Dog.** The Town shall bear the expense for dog food, basic equipment, grooming materials, insurance and veterinary care, as long as the Canine(s) and Handler(s) maintain certifications as a police work dog team. Additionally, the Handler(s) will receive four hours of one and one-half times the Handler(s)'s regular hourly rate of pay per month for the care and maintenance of the Canine(s).
- c. **Hours of Work.** The Handler(s)'s regularly scheduled duty shift will be reduced by one hour to allow for the care and feeding of the Canine(s). No additional compensation, overtime or compensatory time will be accrued for the care and feeding of the Canine(s).
- d. **Use of Vehicle.** The Canine handler shall be permitted to drive his Town issued canine vehicle to extra-duty assignments so long as said assignment requires the use of a police vehicle. If no police vehicle is required for said assignment then the canine officer shall drive his personal vehicle to said assignment.

ARTICLE XX-VIII- EDUCATION INCENTIVE AND REIMBURSEMENT PROGRAM

Section 28.01. The Town shall provide the following assistance to employees in reimbursement for the expense of tuition incurred by employees enrolled in educational courses in the field of criminal justice, police science or a closely related field: Effective July 1, 2008 a maximum of \$2,500 each fiscal year per employee.

Section 28.02. Tuition assistance is subject to the following limitations:

- a. Courses must be sponsored by a recognized education institution.
- b. Correspondence courses are excluded.
- c. Courses must be completed with a grade of 'C' or better or, if letter grade available, with a grade of 'pass'. 'A' or 'pass'= 100% reimbursement, 'B'=90% reimbursement, 'C'= 70% reimbursement.
- d. The employee must obtain the approval of the Chief of Police before enrolling in the Course.
- e. Upon completion of the course, the employee must forward a transcript of grades and invoices for the cost of tuition to the Chief of Police.

Section 28.03. The Town shall pay to each employee in the month of January of each year, the following amounts for having a higher education degree:

Associates Degree	\$200.00
Bachelors Degree	\$500.00

The Town shall pay the sum of \$750.00 to each employee in the month of January of each year for having a Master's Degree in Public Administration, Business Administration, Law Enforcement, or such other areas as approved by the Chief. The Town reserves the right to request a copy of the diploma or certificate for any benefits paid under this section.

ARTICLE XXIX

Section 29.01. Other- Post-Employment Benefits Trust ("Plan").

Allow spouses (current spouse at the time of retirement) to be covered for employees hired before March 2, 2017.

Employees hired after March 2, 2017 shall be covered individually with no spousal coverage.

Employee contributions shall increase from .75% to 2.50% effective March 2, 2017.

Employee contributions shall increase from 2.50% to 3.00% effective January 1, 2018.

Employees shall only be able to exercise rights under the Plan for a period not to exceed 15 years or until they (employee) turns 65 years of age. Spousal benefits are specifically governed by the aforementioned years and age requirements. Employees who complete 25 years of service and retire, shall have a one-time option to opt back into the Town's medical insurance up to the age 65 (so long as permitted by the pertinent plan). After reaching age 65, employees who complete 25 years of service, shall have the option of purchasing 100% of the cost of supplement Medicare through the Town of Monroe. Employees shall only be able to exercise rights under the Plan for a period not to exceed 15 years or until they (employee) turns 65 years of age. Spousal benefits are specifically governed by the aforementioned years and age requirements.

Effective upon execution of this Agreement (Agreement expiring on June 30, 2028) and until September 1, 2026 officers shall have a one-time right to purchase and "buy back" military time to apply towards OPEB years of service. This one time basis "buy-back" right shall be calculated and administered, may do so under the same conditions and qualifiers as the CMERS military time "buy back" program. Existing members shall have a one time decision to purchase and must do so by September 1, 2026.

Employees who leave the employ of the Town of Monroe shall receive no return of monies or interest for their prior contributions.

The Union agrees that if any bargaining unit member challenges the Town's right to keep his/her contributions to the Plan upon ending employment with the Town, the Union and the Town will have an immediate duty to negotiate the terms of the Plan with the exception that the spousal coverage benefit shall cease.

The Union shall receive advance notification of any Town meeting that is expected to discuss and/or take action on anything related to the Plan. In addition, the Town agrees that it shall send to the Union minutes of any meeting in which discussion and/or action was taken relative to the Plan.

ARTICLE XXX - DURATION

Section 30.01. This Agreement shall be effective when signed and shall remain in effect until June 30, 2025.

Section 30.02. If either party desires to terminate, modify, negotiate, change or amend this agreement, written notice will be served upon the other party during the month of January, 202825 and the parties shall meet within a reasonable period of time after notice to commence negotiations for a successor agreement. The Town shall have the right to reopen this Agreement for negotiations with the Union in the event the funding the Town receives from the State of Connecticut is reduced by 10% or more from the legislature approved State budget for the duration of this Agreement. The Town must provide the Union with sixty (60) days notice of its decision to exercise the aforementioned right and shall provide the Union, at the time of said notice all documents supporting its decision. For the purpose of this Section, the written demands are to be forwarded to the Town of Monroe, c/o the attention of the Selectman, by the Union or the Union designated representative.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed and signed by their mutually authorized officers or representatives on this 1st day of April, 2024.

TOWN OF MONROE

**MONROE POLICE UNION,
FRATERNAL ORDE OF POLICE LODGE 50**



First Selectman Terry y



Union President Michael Johnson



Witness



Witness