



Fairfield Fire Department

140 Reef Road
Fairfield, CT 06824-5997

Administrative Office

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

Defibrillators and Cardiac Compression Devices, \$5,348.36 Town Share (Fire Department)

1. Background-

The Fairfield Fire Department has been awarded a federal assistance grant in the amount of \$53,483.64 to provide critical life-saving equipment that will serve our community. The main goals that we wish to provide are:

- a. To equip every front line responding apparatus with an Automated External Defibrillator (AED) which is within its recommended serviceable lifespan.
- b. To equip Cardiac Compression Devices (CCDs) on the remaining two first-line fire units not presently equipped with these devices.

2. Purpose and Justification-

Currently, the American Hospital Association recommends AEDs be replaced at 5 years. Physio-Controls (the manufacturer of our existing equipment) and the Dept. of the Army recommend replacement at 8 years. Acceptance of this grant would bring our inventory within these guidelines. Our frontline fleet is comprised of 11 vehicles, each of which is available for medical response. At the current time 6 of our units have AEDs older than 8 years and 2 units do not have AEDs. **In this grant we are requesting funds for 8 AEDs.**

We are also requesting funds for **2 Cardiac Compression Devices (CCDs)**. We have 5 Engines and one Rescue truck currently equipped with CCDs. Those devices were obtained through an AFG grant in 2016. The 2 new units would be placed on the two first-due response units that currently do not have a CCD.

In 2016-2018, FFD responded to 13,987 EMS calls. In 1129 cardiac related calls, an AED was applied 84 times. Our CCDs were acquired in 2017 and have been used 65 times through the end of 2018. Even just one life saved would justify the cost of the grant.

The project cost is \$58,832, consisting of \$53,483.64 in Federal funds and \$5,348.36 in Town (Fire Department Operating Budget) matching funds.

This grant would purchase 8 AEDs and 2 CCDs with service contracts. With the service contracts, the grant would provide us with 3 years of cost-free use. This grant would free up the funds in our budget that are earmarked for AED battery replacement and maintenance. The department has evaluated the current market has determined which AEDs and Chest Compression Systems are the most appropriate for our department. These units will help maintain consistency with existing inventory and training.

The FEMA Assistance to Firefighters Grant (AFG) 2019 would provide funds for this project if this request is approved by Town of Fairfield Boards.

3. Detailed Description of Proposal-

The Fire Department would use this Fiscal Year's (FY21) Operating funds to pay the local cost share. We expend similar amounts annually to procure such equipment. This grant allows us to buy an exponentially greater amount of equipment for the same outlay.

Cost Estimate: \$5,348.36

4. Reliability of Cost Estimate-

On a scale of 1 to 10, the reliability of this estimate is a 10.0.

5. Increased Efficiency and Productivity-

Efficiency will be increased by having newer AED equipment, and productivity will be increased by equipping all responding units with CCDs.

6. Additional Long Range Costs-

There are no additional long range costs. There will be a reduction in maintenance costs, as these will be new units under warranty. Service contracts will help us reduce future costs.

7. Additional Use or Demand-

n/a

8. Alternatives to This Request-

This request represents the best alternative for the department. We are able to procure life-saving equipment at one tenth the cost.

9. Safety- n/a

10. Environmental Considerations- n/a

11. Insurance- n/a

12. Financing- None needed.

13. Other Considerations- n/a

14. Approvals- Board of Selectmen, Board of Finance, RTM

DATE: Oct 1, 2020

Town of Fairfield
Grant Application Request

Date: September 24, 2020

Requesting Department:

1. **Grant Name:** FEMA Assistance to Firefighters Grant (AFG) 2019

2. **Grant Request:** \$53,483.64 Federal share

3. **Anticipated Town Share:** \$5,348.36

4. **Purpose of Grant:**

- a. To enable the Fairfield Fire Department to purchase Two (2) Cardiac Compression Devices (CCDs), to complete the program placing CCDs on all of our staffed fire apparatus.
- b. To enable the Fairfield Fire Department to purchase Eight (8) Automated External Defibrillators, which replace existing AED's in service beyond their expected service life.

5. **Town Interest:**

These are critical pieces of equipment which enable the Fire Department to save lives. We would normally have to make these purchases out of our Operating Budget. This Grant allows us to purchase equipment at **one-tenth** its cost. The Fire Department will contribute the Local Share

6. **Estimated Additional Long-Range Costs:**

Replacing AEDs beyond their service life allows us to avoid maintenance costs, gives our first responders the confidence that the life-saving equipment will work when needed and ensures that replacement parts will be available when needed.

Print Name:

KYRAN DUNN Dep Fire Chief

Signature:



CFO Recommendation:

Approve

Deny

Signature:



First Selectman:

Approve

Deny

Signature:

EMW-2019-FG-04879: Fiscal Year (FY) 2019 Assistance to Firefighters Grants

TOWN OF FAIRFIELD

Period of performance 08/31/2020 - 08/30/2021

Federal resources awarded \$53,483.64

Required non-federal resources \$5,348.36

Federal resources disbursed to recipient \$0

Pending disbursements to recipient \$0

Balance of federal resources available \$53,483.64

Awards

Assistance to Firefighters Grants are awarded to fire departments, state fire training academies and emergency medical service organizations. Use the table below to search for awards by organization or program name, sort by state or filter by year.

Search by Organization, Program or City

Fairfield

State

CT

Award Year

2020

Search Grants

Reset

Organization	State	Program	Award Amount	Award Date	Grant Category
Town Of Fairfield	CT	Operations and Safety	\$53,483	8/26/20	AFG

<https://www.fema.gov/grants/preparedness/firefighters/assistance-grants>

WASTEWATER TREATMENT PLANT HARDENING

Original PROJECT COST \$7,419,265 (originally approved \$3,088,000- June of 2015)

Current Project Cost : \$7,719,265

Town Share - \$4,087,163 (originally approved \$772,000 – June 2015)

1. BACKGROUND - The Fairfield Wastewater Treatment Plant (WWTP) is a 9.0 MGD plant located near the coast of Long Island Sound in the southerly end of Fairfield. Located directly adjacent to the WWTP are critical facilities such as the Fairfield County Fire Training Center (currently undergoing substantial State funded upgrades), the Fairfield Animal control Shelter and the Conservation Departments Workshop/maintenance facility. During Superstorm Sandy, portions of the WWTP and surrounding facilities were submerged in up to two feet of water due to the coastal storm surge from Long Island Sound. The WWTP did not treat influent at full levels for more than one week and exceeded required discharge limits due to the flooding and damage caused by Superstorm Sandy. The location of this facility lies within a FEMA defined Special Flood Hazard Area subject to inundation by the 1% annual chance flood and is in the AE Zone with a Base Flood elevation of 13 NAVD88. Post-flood maintenance costs exceeded \$55,000. Had the storm surge from Superstorm Sandy gone any higher, the south side of the WWTP would have been fully submerged. The 1% annual chance flood event, as defined by FEMA would inundate the entire WWTP. This would result in damage to the entire sewer system pump station, influent building, Administration building, transformers, electric, mechanical systems, UV systems and plant infrastructure, causing an estimate \$35,000,000 in damages.
2. PURPOSE - The proposed project is to construct an earthen berm and storm water pump station to protect the Fairfield WWTP and other critical facilities in this area from future flood events. This facility needs to be protected from storm surges to properly convey and treat wastewater. Without proper protection, there is a risk of sanitary sewer overflows and non-treatment. In addition, flood protection would enable installation of a microgrid to provide greater level of storm resiliency by eliminating dependence on outside power during major storm events.
3. DESCRIPTION OF PROPOSAL - An earthen berm or flood wall will be constructed around the WWTP (in its entirety), the Animal Control Facility, the Fire Training Center and the Conservation Department Workshop. Two storm water pump stations will be installed within the dike system to remove storm water that accumulates within the berm.
4. RELIABILITY OF COST ESTIMATE - Reliability is a 9 based on a scale of 1 to 10.

5. INCREASED EFFICIENCY AND PRODUCTION – WWTP will be operational during extreme weather events.
6. ADDITIONAL LONG RANGE COSTS - Pump stations will need periodic maintenance of pumps, dependent on frequency of use.
7. ADDITIONAL USE OR DEMAND – None.
8. ALTERNATIVES TO THIS REQUEST - None
9. SAFETY- Knowledge that wastewater will be fully treated as designed prior to discharge to LI Sound maintaining a safe environment and will not be inundated with flood waters.
10. ENVIRONMENTAL CONSIDERATIONS – Environment will not be adversely affected due to untreated effluent reaching the waters of LI Sound.

11. INSURANCE - Plant is insured

12. <u>FINANCING</u> –	Original (2015)	(2019)	Current Request (October'20)	<u>TOTAL</u>
Total Project Cost:	\$3,088,000	\$7,419,265	\$300,000	\$7,719,265
State of CT CDBG-DR: cost share	\$2,316,000	\$1,016,102		\$3,332,102
Additional grant funding By State of CT DOH – CDBG-DR , 9/10/2020			\$300,000	\$3,632,102(1)
Town-side cost share: 2015- 25%	\$772,000	\$4,087,163		
50% Town contribution		\$ 386,000	0	\$386,000(2)
50% WPCA contribution		\$ 3,701,163	0	\$3,701,163(3)
TOTAL (1) + (2) + (3)				\$7,719,265

13. OTHER CONSIDERATIONS - If not approved, State of CT CDBG-DR grant for Microgrid will be compromised. Plant upgrade will involve additional costs to protect WPCF to 500 year storm event, costing approximately \$10 to \$20 million or more.

14. APPROVALS - Board of Selectmen October 5, 2020

Board of Finance October 6, 2020

RTM October 26, 2020

**Town of Fairfield
Financial Impact Statement**

Requesting Department: Department of Public Works

Project/Grant: Wastewater Treatment Plant Hardening Project

Proposed Special Appropriation Amount: _____

Proposed Funding:

Bonding

Grant

Contingency

Other

300,000.00

\$ 300,000.00

ANNUAL FINANCIAL IMPACT ON OPERATING BUDGET (GENERAL FUND):

List any financial impact your request will have on the Town's annual operating budget.
Attach spreadsheet(s) showing your calculation of the estimated impact.

EXPENDITURE CATEGORY:

**FOR BRACKETS USE NEGATIVE SIGN
BEFORE NUMBER**

**(POSITIVE IMPACT) /
NEGATIVE IMPACT**

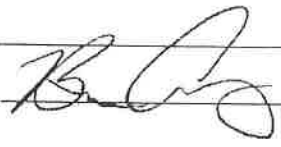
**Attachment
#**

SALARIES & BENEFITS	0.00	
PROFESSIONAL SERVICES	0.00	
CONTRACTED SERVICES	0.00	
REPAIRS & MAINTENANCE	0.00	
UTILITIES	0.00	
OTHER	0.00	
DEBT SERVICE (1st year)	0.00	
TOTAL IMPACT ON EXPENDITURES	\$ 0.00	

COMMENTS:

This is additional grant money that the State of Connecticut Department of Housing has approved for the CDBG-DR WWTP Hardening Project. The amount of grant money approved for this project to date is \$3,332,102. The total amount of grant money for this project will then be \$3,632,102.

PREPARED BY:

 - Brian Carey

DATE: Oct 2, 2020

RETURN CONTRACT TO OR CALL FOR
PICKUP: Randi Pincus
AT: 505 Hudson Street, Hartford, CT

To: Jeff Zeman
Assistant Attorney General

From: Randi Pincus
Department of Housing / Contract for Financial Assistance for Town of Fairfield

Date: September 10, 2020

Re: Contract Approval Request For Goods and Services Contract

Attached for your Office's review and approval is a contract between the Department of Housing ("Agency") and the Town of Fairfield in the amount of \$3,632,102.00 (amending the contract to add money and time to the contract period).

The contract contains the following items, as applicable:

1. ☒ Dated signature of the parties involved, at page 2.
2. ☒ Reference to the Agency's statutory authority to contract, at page 1*.
3. ☐ If the contractor is a governmental entity from outside of Connecticut, reference to the contractor's statutory authority to contract, at page _____. N/A ☒
4. ☒ Audit clause for State grants (§7-396a), at page 5. N/A ☐
5. ☐ Whistleblower provision, if value of contract \geq \$5MM (§4-61dd), at page _____. N/A ☒
6. ☐ Public records provision, if contract exceeds \$2.5MM (§1-218), at page _____. N/A ☒
7. ☒ Provision making Connecticut law applicable and making the State of Connecticut the venue, at page 17. If omitted or changed, attached is Agency's memo with appropriate justification.
8. ☒ Provision allowing termination "in the best interests of the state" (for convenience), at page 20. If omitted or changed, attached is Agency's memo with appropriate justification.
9. ☐ Provision concerning tangible personal property (§12-411b), at page _____. N/A ☒
10. ☒ Provision obligating contractor to indemnify and hold harmless the State, at page 18. If omitted or changed, attached is Agency's memo with appropriate justification.
11. ☒ Provision declaring the non-waiver of State's immunity, at page 17. If omitted or changed, attached is Agency's memo with appropriate justification.
12. ☐ Provision concerning State Ethics Commission's summary of ethics laws (§1-101qq), at page _____. N/A ☒
13. ☐ Provision concerning audit and inspection of plants, places of business and records (§4e-29 and §4e-30), at page _____. Not applicable to contracts with political subdivisions. N/A ☒
14. ☐ Provision concerning campaign contribution restrictions if contract value \geq \$50K or if value of all of contractor's contracts \geq \$100K in calendar year (OPM Requirement), at page _____. N/A ☒
15. ☒ Provision concerning protection of confidential information (§4e-70), at page 20-22. If omitted or changed, attached is a written authorization from OPM. N/A ☐
16. ☒ Payment schedule or statement of payment, at page 2, Appendix B.
17. ☒ Provision concerning Executive Order Nos. 3, 14, 16, 17 and 49, at page 8. If omitted or changed, attached is written authorization from OPM.
18. ☒ Nondiscrimination provisions (§4a-60 and §4a-60a), at page 6-8, Second Amendment. If omitted or changed, attached is a written authorization from CHRO. Political subdivisions, quasi-publics and other government entities are statutorily exempt. N/A ☐
19. ☐ Provision concerning HIPAA, at page _____. N/A ☒

In addition, the following accompany the contract:

20. ☒ All exhibits. N/A ☐
 21. ☒ Copy of original contract if the contract submitted is an amendment. N/A ☐
 22. ☒ Copies of all prior amendments to the original contract. N/A ☐
 23. ☐ Waivers of the competitive procurement requirements. N/A ☒
 a. ☐ DAS waiver if contract cost is <\$50K (§4a-58(b)). N/A ☐
 b. ☐ Standardization Committee approval if contract cost is >\$50K (§4a-58(b)). N/A ☐
 c. ☐ OPM waiver if the contract is a PSA and the cost is >\$20K (§§4-215 & 216). N/A ☐
 d. ☐ State Contracting Standards Board waiver if contract cost is ≤\$10K and involves minor, nonrecurring or emergency purchase (§4e-21(c)). N/A ☐
 24. ☐ OPM approval if PSA or PSA amendment (refer to §§4-216 & 219). N/A ☒
 25. ☐ DAS written determination for contract extension (§4a-59a). N/A ☒
 26. ☐ DAS Personal Service Agreement Certificate if PSA for individual. N/A ☒

I am duly authorized to confirm, and have verified, that:

27. Check **ONLY ONE** of the following 3 boxes, whichever is applicable, (Comptroller's requirement):
 a. ☒ This contract does not involve a change in name of the contractor or an assignment to a different contractor, **OR**
 b. ☐ This contract involves a change in the name of the contractor and the contractor's FEIN remains the same; **OR**
 c. ☐ This contract involves an assignment and assumption. A different contractor entity, with a new FEIN, will perform and the Agency and contractor have followed the assignment and assumption procedures set forth in the State Accounting Manual published by the State's Comptroller's Office.
 28. ☐ If this contract is a privatization contract that is subject to §4e-16(a), then the Agency has received the business case approval from the State Contracting Standards Board. N/A ☒
 29. ☐ If this contract is a privatization contract that is not subject to §4e-16(a), but is subject to §4e-16(p), then the Agency has conducted the cost-effectiveness evaluation. N/A ☒

I am duly authorized to confirm, and have verified, that the contractor and Agency have completed the following applicable forms fully in accordance with their terms and that the contractor has either uploaded its forms to BizNet or otherwise submitted them to the Agency:

30. ☐ Contractor Nondiscrimination Certification. N/A ☒
 31. ☐ Iran Certification (OPM Ethics Form 7) (§4-252a). N/A ☒
 32. ☐ Gift and Campaign Contribution Certification (§4-252, §9-612 and Executive Order 1). Not required if contract is for a grant or loan. N/A ☒
 a. ☐ Initial certification, dated no later than date of contract signing (OPM Ethics Form 1). N/A ☐
 b. ☐ 12-month anniversary update (OPM Ethics Form 1—a requirement if multi-year

contract \geq \$50K. Also applies if $<$ \$50K, but the contract is an amendment and its value raises the total value of entire contract to \geq \$50K). N/A ☐

33. ☐ Agency Certification if contract value is \geq \$50K (OPM Ethics Form 3) (§4-252). N/A ☒
 34. ☐ Consulting Agreement Affidavit dated PRIOR TO the date that the Agency executes the contract, or dated not later than the date that the Agency executes the contract if a sole source award. Applicable if contract value is \geq \$50K (OPM Ethics Form 5) (§4a-81). N/A ☒
 35. ☐ Affirmation of Receipt of State Ethics Laws Summary from contractor and subcontractors dated PRIOR TO date of contract signing, or dated not later than contract signing if sole source award. Applicable if contract cost is $>$ \$500,000 (§1-101qq) (OPM Ethics Form 6). N/A ☒

In addition, I am duly authorized to confirm, and have verified, that the contract DOES NOT include any provisions which:

36. ☒ Incorporate into the contract additional terms and conditions that are found on a non-State website.
 37. ☒ Permit the filing of liens against the State.
 38. ☒ Obligate the State to indemnify or hold harmless the contractor.
 39. ☒ Make the State subject to binding arbitration.
 40. ☒ Waive or modify the implied warranties of fitness or merchantability. If waived or modified, attached is Agency's memo with appropriate justification.
 41. ☒ Indicate that the contract has expired or terminated.

COMMENTS: *All subsequent page references are to the Amended and Restated Infrastructure Assistance Agreement, dated July 25, 2017.

Revision of June 2017



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Contractor: The Town of Fairfield
Contractor Address: 725 Old Post Road, Fairfield, Connecticut 06824
Contract: 7206-Amended and Restated Infrastructure Assistance Agreement between the State of Connecticut and Town of Fairfield under the Community Development Block Grant-Disaster Recovery Program
Amendment Number: 4
Amount as Amended: \$3,632,102.00
Contract Term as Amended: April 1, 2016 through September 30, 2021

The contract between the Town of Fairfield (*the "Contractor"*) and the Department of Housing (*the "Agency"*), entered into by the parties on July 25, 2017 (the "Amended and Restated Agreement"), was amended on June 7, 2018 (the "First Amendment"), was further amended on September 10, 2019 (the "Second Amendment"), and was further amended on October 23, 2019 (the "Third Amendment"). The Amended and Restated Assistance Agreement as modified by the First Amendment, Second Amendment and Third Amendment is hereinafter referred to as the "Agreement". The Agreement is hereby further amended as follows:

1. On Page 2, Article 1.1 of the Agreement, replace \$7,419,265.00 with \$7,719,265.00 and replace \$3,332,102.00 with \$3,632,102.00.
2. Amended Exhibit A Project Financing Plan and Budget is deleted in its entirety and is replaced with the attached Second Amended Exhibit A Project Financing Plan and Budget.
3. On page 18, Article 13.15, replace "September 30, 2020" with "September 30, 2021."
4. Amended Exhibit B Project Schedule is deleted in its entirety and is replaced with the attached Second Amended Exhibit B Project Schedule.
5. The Effective Date of this Fourth Amendment is the date that it is approved by the Attorney General of the State of Connecticut following its execution by the parties hereto (the "Effective Date").
6. Except as amended hereby, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract amendment by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Contractor

Town of Fairfield

Contractor

Brenda Kupchick

Signature

Brenda Kupchick First Selectwoman 9-8-20

Name and Title of Authorized Official

Date

Department of Housing

Seila Mosquera-Bruno

09/10/2020

Seila Mosquera- Bruno, Commissioner

Date

Connecticut Attorney General approved as to form:

Joseph Rubin,
Asst. Dep. A.G.

Digitally signed by Joseph Rubin,
Asst. Dep. A.G.
Date: 2020.09.10 17:31:59 -04'00'

Signature

Title

Date

STATE OF CONNECTICUT DEPARTMENT OF HOUSING

1 DRG-DR Infrastructure and Public Facilities

FINANCIAL PLAN & BUDGET - Second Amended Exhibit A

Project Applicant:

Fairfield

Name of Project:

Waste Water Treatment Plant Hardening

Original Date:

06/01/2016

06/01/2017

Amendment - Only If Needed Date:

06/01/2017

Note: Please add sub-categories if needed below. If a category does not apply to your grant, please replace the amount with N/A.

PART A: SUMMARY OF PROJECT ACTIVITIES (SOURCES AND USES)

LINE ITEM/ACTIVITY	TOTAL DRG-DR PROJECT COSTS	ALL OTHER COSTS FUNDED BY OTHER SOURCES	TOTAL INFRASTRUCTURE / PUBLIC FACILITIES PROJECT COSTS (Sum of DRG-DR & Other Project Costs)
1. ACQUISITION OF REAL PROPERTY	0.00	0.00	0.00
2. DISPOSITION OF REAL PROPERTY	0.00		0.00
3. CLEARANCE AND DEMOLITION	0.00		0.00
4. HOUSING CONSTRUCTION			
a. Architect/Engineering	0.00		0.00
b. Hard Costs	0.00		0.00
5. WATER / SEWER / FLOOD / DRAINAGE			
a. Water Facilities	0.00		0.00
b. Sewer Facilities	3,632,102.00	4,087,163.00	7,719,265.00
c. Flood & Drainage Facilities	0.00		0.00
d. Air Systems	0.00		0.00
e. Other Utilities	0.00		0.00
6. STREETS			
a. Street Improvements	0.00		0.00
b. Sidewalk / Pedestrian Paths / Streetscape	0.00		0.00
c. Parking Facilities	0.00		0.00
7. REHABILITATION, PRESERVATION, AND RELATED ACTIVITIES			
a. Rehabilitation of Public Structures	0.00		0.00
b. Code Enforcement	0.00		0.00
c. Historic Preservation	0.00		0.00
SUB TOTAL (Sum of Lines 1-7)	3,632,102.00	4,087,163.00	7,719,265.00

Page 1 of 1

4. Special Functional Financing Activities Related to Project	0.00		0.00
5. Other	0.00		0.00
6. CENTRAL ADMINISTRATION			
a. General Management, Oversight, and Coordination	0.00		0.00
b. Citizen Participation	0.00		0.00
c. Environmental Assessment	0.00		0.00
10. TOTAL (Sum of Lines 1-9)	3,632,181.00	\$	4,087,163.00 \$ 7,719,365.00

PART B: IDENTIFICATION OF OTHER FUNDING SOURCES				
NAME OF ALL OTHER FUNDING SOURCES	CASH	IN-KIND SERVICES		TOTAL
Town of Fairfield	\$ 386,000.00	\$		\$ 386,000.00
Fairfield WPCA	\$ 3,701,163.00	\$		\$ 3,701,163.00
TOTAL ALL OTHER FUNDING SOURCES (Sum of Lines 1-3 of Part b)	\$ 4,087,163.00	\$		\$4,087,163.00

PART C: ECONOMIC DEVELOPMENT ACTIVITIES

JOB CREATION			
a. Job Creation - Temporary			
b. Job Creation - Permanent			

I request approval of the CDUC-OR Finance Plan and Budget:

[Signature]
Signature of Authorized Agent of Grantee

7-4-20
Date

Type or Print Name and Title

Approved by:

Seila Mosquera-Bruno
Seila Mosquera-Bruno, Commissioner
Department of Housing

09/10/2020

Date

Second Amended Exhibit B

Project Time Table - Affordable Housing Grant - CDBG-DR
 Revised Sept 4, 2020

Project Timetable

- Applicant Name: Town of Fairfield
- Project Name: WWTP Hardening
- Program Years: 5/31/2016 to 9/30/2021
- Grant Number: 7206

Revised Sept 1, 2020

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	5th Qtr.	6th Qtr.	7th Qtr.	8th Qtr.
Total Grant: \$ 3,632,102	5/31/16 6/30/16	7/1/16 9/30/16	10/1/16 12/31/16	1/1/17 3/31/17	4/1/17 6/30/17	7/1/17 9/30/17	10/1/17 12/31/17	1/1/18 3/31/18
Dates: m/d/yr - m/d/yr								
Total Grant Amount Available:	\$ 3,632,102	\$ 3,594,102	\$ 3,586,092	\$ 3,569,792	\$ 3,539,292	\$ 3,487,122	\$ 3,483,978	\$ 3,483,978
Projected Expenditure:	\$ 38,000	\$ 7,210	\$ 17,100	\$ 30,500	\$ 52,170	\$ 3,244	\$ 0	\$ 0
Grant Amount Remaining:	\$ 3,594,102	\$ 3,586,892	\$ 3,569,792	\$ 3,539,292	\$ 3,487,122	\$ 3,483,978	\$ 3,483,978	\$ 3,483,978

If approved, the schedule will become an Appendix to the Assistance Agreement. You will be monitored for compliance with these dates. Therefore, you must estimate the dates as wisely as possible. Please provide projected dates of completion. Be advised that these dates will be considered part of your project schedule.

Major Tasks (Expand as Needed)	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	5th Qtr.	6th Qtr.	7th Qtr.	8th Qtr.
Kick off - Begin Design								
Design continues								
Design continues/permit preparation begins								
Design and permitting continues								
Design finalized								
Respond to CT DEEP comments								
Revise plan for CT DEEP								
Final Report Awaiting CT DEEP - Dam Safety Permit & ACOB (USACE)								

7206

AMENDED & RESTATED INFRASTRUCTURE ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF CONNECTICUT

AND

TOWN OF FAIRFIELD

UNDER THE

COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY PROGRAM

THIS AMENDED AND RESTATED INFRASTRUCTURE ASSISTANCE AGREEMENT (the "Agreement") is entered into by and between the STATE OF CONNECTICUT, hereinafter referred to as the "State", acting herein by Evonne M. Klein, its Commissioner of Housing ("Commissioner"), pursuant to section 8-206 of the Connecticut General Statutes ("CGS"), Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5301, et seq., as amended, 24 CFR Part 570 of the regulations of the United States Department of Housing and Urban Development (collectively, the "Act"), and TOWN OF FAIRFIELD hereinafter referred to as the "Municipality" acting herein by its Mayor, duly authorized.

WITNESSETH THAT:

WHEREAS, the State has applied for and received from the Secretary (the "Secretary") of the United States Department of Housing and Urban Development ("HUD") Community Development Block Grant- Disaster Recovery ("CDBG-DR") funds pursuant to The Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2) as amended, and administered by the State acting by and through its Department of Housing ("DOH"); and

WHEREAS, the Municipality has submitted to the State an Infrastructure Application dated July 24, 2014 ("Application") for a grant to implement and carry out an eligible activity under the CDBG-DR program commonly referred to as the Fairfield Waste Water Treatment Plant Hardening Project, which is located on certain real property known as 330 Richard White Way located in Fairfield County (the "Project"). The Project is located within an area that was impacted by Superstorm Sandy; and

WHEREAS, the Municipality will carry out the Project in accordance with the requirements of the CDBG-DR Program, including, but not limited to, the Federal Register Notice dated March 5, 2013 Noticing CDBG-DR for Hurricane Sandy related damages], and 24 CFR Part 570, which are incorporated by reference and made a part hereof; and

WHEREAS, in reliance upon the information submitted by the Municipality in the Application, which is incorporated herein by reference and made a part hereof, the State is willing to make a grant to the Municipality utilizing CDBG-DR funds through periodic disbursements for the intended uses and purposes of the Project, subject to compliance with and satisfaction of the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and promises of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Municipality and the State agree as follows:

ARTICLE 1

THE GRANT

- 1.1 The estimated total development cost of the Project is Three Million Eighty Eight Thousand and 00/100 Dollars (\$3,088,000.00). The State has approved the Project Financing Plan and Budget attached hereto as Exhibit A (the "Budget"), as the same may be amended from time to time with the prior written consent of the State, which consent may be withheld in the Commissioner's sole but reasonable discretion. On the basis of and in reliance on the representations, warranties and covenants of Municipality in this Agreement and the other documents incident hereto, and subject to compliance with and full satisfaction of each of the terms and conditions of this Agreement, the State agrees to make a grant to the Municipality in the maximum principal amount not to exceed Two Million Three Hundred Sixteen Thousand and 00/100 Dollars (\$2,316,000.00) (the "Grant").
- 1.2 From time to time the State will disburse to the Municipality such portions of the Grant in accordance with the Budget and the Project Schedule attached hereto as Exhibit B (the "Project Schedule"), as work progresses or as otherwise determined by the Commissioner in her sole and absolute discretion (each a "Disbursement"). In addition to all other requirements set forth in this Agreement, the obligation of the State to make Disbursements is subject to the following conditions:

The Municipality shall submit to State a Request for Payment/Expense Verification form, certifying that, as of the date of each request for Disbursement:

- (i) the representations and warranties of the Municipality contained in or incorporated by reference in this Agreement continue to be true, complete and accurate;
- (ii) the Municipality has carried out all of its obligations and is in compliance with all of the covenants contained in this Agreement to the extent that such obligations or covenants are required to have been carried out are applicable at the time of the request for Disbursement;
- (iii) the Municipality has not committed or suffered an act, event, occurrence, or circumstance that constitutes an Event of Default or that with the passage of time or giving of notice or both would constitute an Event of Default hereunder;
- (iv) the Disbursements previously made, if any, have been used solely to pay or reimburse actual costs for which the proceeds from the CDBG-DR funds are budgeted pursuant to the Budget (collectively, "Eligible Costs") paid by the Municipality in accordance with this Agreement. The Municipality's certification shall include: a schedule showing expenditures made by the Municipality in connection with the Project, itemized as may be reasonably requested by State; and a statement of the balance of the Disbursements, if any, held by the Municipality and that such balance of the Disbursements, if any, held by the Municipality shall be expended within three (3) days of its receipt of the same from the State;
- (v) the Disbursement requested will be used solely to pay or reimburse Eligible Costs actually incurred or paid by the Municipality in accordance with this Agreement. The Municipality's certification shall include: a schedule showing expenditures to be made by the Municipality in connection with the Project, itemized as may be reasonably requested by State; and a statement that the itemized obligations have been properly incurred, are properly chargeable against the Grant, and have not been the basis of any previous Disbursement; and

(vi) such other information as reasonably requested by the State or required pursuant to the Act.

- 1.3 Funds made available by the State to the Municipality pursuant to section 1.2 are received from the United States Department of the Treasury and, as such, the State has no control over their timely receipt. The State agrees to take all actions required to secure these funds; however, delays resulting from action or inaction by United States Government in making these funds available to the State are beyond the State's control and no liability shall attach for any such delays.
- 1.4 The Municipality will comply with all pertinent provisions of local, State, and Federal law in administering and executing the Project. Further, the Municipality will carry out the Project with all practicable dispatch in a sound, economical, and efficient manner in accordance with the Budget, the Application, and with this Agreement.

ARTICLE 2

FISCAL MANAGEMENT AND AUDIT

- 2.1 The Municipality will not draw or permit to be drawn, or encumber or permit to be encumbered in any way, any CDBG-DR funds in any account except for the purpose of paying a Project cost item which appears in the Budget. The Budget most recently approved by the Commissioner or her designee shall constitute the "Budget" for the Project. Approval by the Commissioner or her designee of any revised Budget shall not constitute or imply a revision of the amount of the Grant.
- 2.2 No check, draft, or order shall be drawn by the Municipality upon the Grant (or any Disbursements thereof) unless a signed voucher setting forth in detail the purpose for which such check, draft, or order is to be drawn has been filed with the fiscal officer of the Municipality who is responsible for the issuance of such check, draft, or order.
- 2.3 In the management of funds received under this Agreement, the Municipality shall comply with the Federal requirements as contained in OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments," 24 CFR Part 85, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations". In assuring compliance with OMB Circulars Nos. A-87 and A-133, and 24 CFR Part 85, it is understood that the Commissioner shall have all of the rights granted to the Federal Government by those Circulars and 24 CFR Part 85.
- 2.4 The Municipality shall provide for an annual audit acceptable to the State, in accordance with the provisions of OMB Circular A-133 pursuant to the Single Audit Act of 1984, P.L. 98-502, and CGS § 7-396a. Disbursements may be used to pay for the portion of the audit that applies to use of CDBG-DR funds. Three (3) copies of the audit must be submitted to the Commissioner no later than the earlier of (i) thirty (30) days after completion of the audit, or (ii) nine (9) months after the end of the Municipality's then current fiscal year. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which any Disbursement was made. The contractor will comply with federal and state Single Audit standards as applicable.

ARTICLE 3

PROGRAM INCOME

- 3.1 Except as otherwise permitted pursuant to the Act, the Project shall not result in the generation of any gross income received by the Municipality or any subrecipient of the Municipality which is directly generated from the use of the Grant (excluding any income earned on Disbursements from the U.S. Treasury ("**Program Income**")). Any Program Income that is generated by the Project or the use of the Grant must be expended by the Municipality for use in connection with the Project prior to any Disbursements or further Disbursements of the Grant.
- 3.2 Program Income shall include the following:
- (a) Proceeds from the sale or lease of property purchased or improved with CDBG funds;
 - (b) Proceeds from the sale or lease of equipment purchased with CDBG funds;
 - (c) Gross income from the use or rental of real or personal property acquired, constructed, or improved by the Municipality (or a subrecipient), less costs incidental to the generation of income;
 - (d) Payments of principal and interest on loans made using CDBG funds;
 - (e) Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
 - (f) Interest earned on program income pending its disposition (any interest earned on revolving loan funds must be remitted to the U.S. Treasury at least annually); and
 - (g) Funds collected through special assessments on properties not owned and occupied by low- and moderate-income households in order to recover the CDBG portion of a public improvement.
- 3.3 The following types of income earned on Disbursements must be remitted to the U.S. Treasury: (a) interest earned from the investment of the initial proceeds of a Disbursement; and (b) interest earned on activities determined to be ineligible; and interest earned on the investment of amounts reimbursed to the CDBG program account prior to the use of the reimbursed funds for eligible purposes.

ARTICLE 4

RECORDS AND INSPECTION

- 4.1 The Municipality will maintain full, accurate, and current minutes and records of the Project in a form satisfactory to the State.
- 4.2 The Municipality will furnish:
- (a) quarterly project milestones and progress reports which shall enable State to monitor the Project and quarterly financial reports acceptable to the State. The quarterly progress and financial reports shall be provided to the State no later than fourteen (14) days after March 30, June 30, September 30, and December 31 of each calendar year for so long as this Agreement remains in force and effect; and

(b) at such time as the State shall determine, any such other documents, data, and information relating to the Project that the State shall request.

4.3 At such time as the State shall determine, the Municipality will submit to the State progress and status reports relating to the Project in the form prescribed by the Commissioner. In addition to being an Event of Default hereunder, upon the Municipality's failure to submit such reports by the date required, the State shall not be required or obligated to make any Disbursements under this Agreement.

4.4 Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- (b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.
- (g) The Municipality shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Municipality Party.

As used in this Agreement, the term "Municipality Parties" means a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Grantee is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Agreement in any capacity.

As used in this Agreement, the term "Records" means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

As used in this Agreement, the term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

ARTICLE 5

NONDISCRIMINATION

5.1 For purposes of Article 5 of this Agreement, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Agreement;
- iii. "Contractor" and "contractor" include any successors or assigns of the Municipality or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of Article 5 of this Agreement, "contract" does not include a contract where each contractor is: (i) a political subdivision of the State, including, but not limited to, a municipality unless the contract is a municipal public works contract or quasi-public agency project contract; (ii) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS § 1-267; (iii) the federal government; (iv) a foreign government; or (v) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (i), (ii), (iii), or (iv).

5.2 Pursuant to CGS § 4a-60, (1) Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to,

blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of CGS §§ 4a-60, 46a-68e, and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to CGS §§ 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Article 5 and CGS § 46a-56.

(c) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that it will make good faith efforts to employ minority and women business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(f) The Contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the State enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(g) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

- 5.3 (a) Pursuant to the provisions of CGS § 4a-60a, (1) Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to CGS § 46a-56; and (4) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and CGS § 46a-56.

(b) The Contractor shall include the provisions of subsection (a) of this section 5.3 in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Contractor may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- 5.4 Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14 or 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.

- 5.5 Federal Executive Order 11246. Federally assisted construction contracts subject to Federal Executive Order 11246, as amended, shall be subject to the implementing regulations at 41 CFR Chapter 60 ("E.O. 11246"). The Municipality shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this contract, the following equal opportunity clause

"During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative

action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, and to make available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of [Federal] Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the [United States] Secretary of Labor ("E.O. 11246").

(5) The Contractor will furnish all information and reports required by E.O. 11246, and will permit access to his books, records, and accounts by HUD, by the State Department of Housing, and by the [United States] Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further [United States] Government contracts or federally assisted construction contracts in accordance with procedures authorized in E.O. 11246.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the [United States] Secretary of Labor issued pursuant to section 204 of E.O. 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD [or the Commissioner of the Connecticut Department of Housing] shall direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD [or the Commissioner of the Connecticut Department of Housing], the Contractor may request the United States to enter into such litigation to protect the interest of the United States."

Except in contracts exempted in accordance with section 204 of E.O. 11246, the Municipality further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The Municipality agrees that it will assist and cooperate actively with the Commissioner, HUD, and the United States Secretary of Labor, in obtaining the compliance of Contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Commissioner, HUD, and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Commissioner or HUD in the discharge of its primary responsibility for securing compliance.

The Municipality further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 11246 with a Contractor debarred from, or who has not demonstrated eligibility for, United States Government contracts and federally assisted construction contracts pursuant to E.O. 11246 and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the Commissioner, HUD, or the Secretary of Labor pursuant to Part II, Subpart D of E.O. 11246. In addition, the Municipality agrees that if it fails or refuses to comply with these undertakings, the Commissioner or HUD may take the following actions: cancel, terminate, or suspend in whole or in part the Grant; refrain from extending any further assistance to the Municipality under the Project with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Municipality; and refer the case to the United States Department of Justice for appropriate legal proceedings.

ARTICLE 6

LABOR PROVISIONS

- 6.1 Except for housing rehabilitation projects on buildings designed to contain fewer than eight (8) units, each construction contract entered into by the Municipality in connection with the Project shall comply with the governing federal labor standards and regulations as set forth in 29 CFR, Parts 1, 3, 5 and 7, and any applicable provisions of CGS § 31-53. As such, the Municipality will comply with all State and Federal requirements pursuant to:
- (a) Prevailing Wage Rates;
 - (b) Submittal of payrolls and related reports;
 - (c) Disputes concerning wage rates and classification of labor;
 - (d) Wage claims and adjustments;
 - (e) Contract work hours and safety standards act overtime compensation;
 - (f) Termination; debarment; subcontractors; and
 - (g) Evidence of completion.
- 6.2 No contract award under this Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the United States Department of Labor to receive an award of such contract.
- 6.3 This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), as amended ("Section 3"), the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to authorization of funding for this Project. The Municipality shall cause or require to be inserted in full in all Section 3 covered contracts and subcontracts for work financed in whole or in part with assistance provided under this contract, the following Section 3 clause set forth in HUD regulation 24 CFR 135.38:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. section 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

- 6.4 The Municipality shall comply with and cause any and all contractors and subcontractors to comply with the wage, safety, and other labor standards for construction under the Davis Bacon Act and Contract Work Hours and Safety Standards Act, as incorporated by reference and made applicable to this Project by 24 CFR 570.603 and 24 CFR 92.354, if said acts are applicable. In addition, the Municipality shall comply with the Copeland (Anti-Kickback) Act (40 USC 276c) and the Fair Labor Standards Act of 1938, As Amended (29 USC 201, et. seq.).
- 6.5 The Municipality and any contractor(s) engaged by the Municipality to provide service, materials or labor to the Project shall comply with the provisions of Title 31 Section 31-69a to 31-76k of the Connecticut General Statutes.

ARTICLE 7

LAND PROVISIONS

- 7.1 The Municipality will take all reasonable steps to assure that real property in the Project will not be acquired by it as a part of the Project at excessive prices, and to prevent any speculation in the holding of any such real property.
- 7.2 The Municipality will cause to be duly recorded in accordance with applicable local law all instruments which should be recorded in order to fully protect all of its rights, title, and interest in and to any real property in the Project area.
- 7.3 The Municipality will take all necessary steps to remove or abrogate any and all legally enforceable provisions in any and all agreements, leases, conveyances, or other instruments restricting the sale, lease, or occupancy of any real property which the Municipality acquires as a part of the Project on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness.
- 7.4 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and CGS § 4a-60 and HUD and State regulations with respect thereto, including the regulations under 24 CFR Part I. In the sale, lease or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Municipality shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Municipality, the State, and the United States are beneficiaries of and entitled to enforce such covenant. The Municipality, in undertaking its obligation in carrying out the Project assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
- 7.5 The Municipality will not sell, mortgage, lease, or otherwise dispose of or encumber any of the real property improved with the Grant that is a part of the Project for a period of not less than five (5) years from the date of this Agreement unless otherwise approved by the State, which approval may be given or withheld in the reasonable discretion of the Commissioner.
- 7.6 From time to time the Municipality will duly pay and discharge or cause to be paid and discharged when the same become due all taxes, assessments, and other governmental charges which are lawfully imposed upon any of the real property held by the Municipality as part of the Project or imposed upon income or profits derived by the Municipality from its temporary operation of the real property so held or from the ultimate disposition, by sale, lease, or retention, of said real property by the Municipality in carrying out the Project. The Municipality will also pay and discharge or cause to be paid and discharged any lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon said real property in the Project or which claims might impair or otherwise affect adversely the accomplishment of the Project in accordance with the approved Application including the final approved scope of work and as it may be amended from time to time.
- 7.7 The Municipality will observe and conform to all valid requirements of any governmental authority relative to the real property, which is held by the Municipality as part of the Project, and all covenants, terms and conditions applicable to the real property so held.

- 7.8 The Project and property upon which the Project resides must be used for the purposes intended therefor in the Budget and the Application. If required by the State, the Municipality shall execute a use restriction in form and substance acceptable to the Commissioner, which shall obligate the Municipality, its successors, assigns, lessees or transferees, for the term of the restriction, to use the Project property only for the purposes set forth in the Budget, the Application, and in conformance with this Agreement and all Federal and State regulations pertaining thereto.

ARTICLE 8

PROCUREMENT

- 8.1 In accordance with the procurement requirements of 24 CFR 85.36, the Municipality will give opportunity for free, open, and competitive bidding for each contract to be entered into by it in connection with the Project where such contract has a value of more than \$100,000 and which calls for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as a part of the Project. The Municipality will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition. The award of each such contract, when made, will be made by the Municipality as soon as practicable to the lowest responsible bidder. In the selection of materials, equipment, or supplies for the Project, the Municipality may, in the interest of standardization or ultimate economy, award a contract to a responsible bidder other than the lowest in price if the advantage of such standardization or ultimate economy is clearly evident and an appropriate provision for such action is included by it in the proposed contract documents, upon which bids are invited.
- 8.2 In the procurement of consultants or other professional services, the Municipality shall follow the requirements of Federal OMB Circular No. A-102 under "competitive negotiation".
- 8.3 The Municipality and its sub-contractors, if any, must take affirmative steps as stated in 24 CFR § 85.36(e)(2)(i) through (vi) to ensure that small and minority firms and women's business enterprises are used when possible.

ARTICLE 9

COMPLIANCE WITH NATIONAL ENVIRONMENTAL POLICY ACT

- 9.1 This Agreement is subject to the requirements of the National Environmental Policy Act of 1969 (P.L. 91-190, as amended), and the environmental review procedures for the CDBG-DR as set forth in 24 CFR Part 58 and § 104 (f) of Title I of the Housing and Community Development Act. As such, the Municipality shall:
- (a) Determine the need for an environmental review (as described in HUD:24CFR Part 58);
 - (b) Conduct a formal environmental review of the Project's environmental impact, if necessary, either through an Environmental Assessment or an Environmental Impact Statement;
 - (c) Comply with procedures, standards, and guidelines contained in Federal Statutes and regulations; and,

- (d) Create a written Environmental Review Record ("ERR") for the Project and submit the ERR to DOH including drafts of Public Notices which DOH will review and publish as the Responsible Entity ("RE") for all CDBG-DR funded projects. The Request for Release of Funds ("RROF") to HUD will be prepared and published by DOH following the submission, review, and approval of the Project ERR by DOH.

ARTICLE 10

LEAD-BASED PAINT

- 10.1 The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the final regulations "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance," Final Rule, 24 CFR Part 35 and the Environmental Protection Agency rules at 40 CFR Part 745: Lead; Renovation, Repair and Painting Program. Any grants or loans made by the Municipality for the rehabilitation of residential structures using the Grant provided under this Agreement shall be subject to said regulations. The Municipality shall be responsible for the notifications, inspections and clearances required thereunder, and shall maintain documentation of its compliance with the foregoing regulations.

ARTICLE 11

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

- 11.1 At the time that this Agreement is signed, the Municipality shall certify that it has in effect and is following a residential antidisplacement and relocation assistance plan and that it will minimize displacement of persons as a result of the Project. The Municipality shall comply with (i) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as required under 24 CFR 570.606 and HUD implementing regulations at 24 CFR Part 42, and (ii) Chapter 135 of the Connecticut General Statutes. The Municipality shall maintain records in sufficient detail to demonstrate its compliance with this section.

ARTICLE 12

EVENTS OF DEFAULT; REMEDIES

- 12.1 Each of the following shall constitute an "Event of Default" for purposes of this Agreement:
- (a) Except as otherwise provided herein, the failure of Municipality to comply with any provision of this Agreement, to punctually and properly perform any covenant, obligation or agreement contained in this Agreement or in any other document furnished by the Municipality to the State in connection with the Project, and such failure shall continue and remain unremedied for a period of thirty (30) days after written notice thereof, provided however, that if such failure has not been remedied in such time, the Commissioner may grant the Municipality such additional time as she determines, in her sole discretion, in order to remedy such failure so long as the Municipality is diligently and in good faith pursuing such remedy;

- (b) The Municipality has made to the State any material misrepresentation in the Application or in any supplement thereto or amendment thereof, in this Agreement, any modification hereof or on or with respect to any document furnished pursuant hereto or in connection herewith;
 - (c) The Municipality has not taken all proper steps necessary to the disposition of any pending litigation which could adversely affect the Project;
 - (d) The Municipality has abandoned or terminated the Project or fails to receive all Disbursements and fully expend the Grant in accordance with the Budget on or before December 31, 2018; or
 - (e) The Municipality has filed, or has had filed against it, a petition of bankruptcy, insolvency or similar law, state or federal, or has filed any petition or answer consenting to or acquiescing in any such action, which petition shall not have been vacated within thirty (30) days; or has been adjudicated bankrupt or insolvent, under any present or future statute, law or regulation, state or federal, and such judgment or decree is not vacated or set aside within thirty (30) days.
- 12.2 Upon the happening of any one or more of the Events of Default, the Commissioner may, in her discretion, elect to do any or all of the following:
- (a) Terminate this Agreement;
 - (b) Withhold any Disbursements which have not yet been made;
 - (c) Require that all unexpended funds from any Disbursements be returned to the State;
 - (d) Declare the entire amount of the Grant to be immediately due and payable;
 - (e) Pay any proper charge of the Project; or
 - (f) Institute any action suit or other proceeding in law, in equity or otherwise.
- 12.3 In no event shall the making of any payment by the State on account of the Project constitute or be construed as a waiver by the State of any breach of this Agreement or Event of Default which may then exist, nor shall it impair or prejudice the exercise of any right or remedy available to the State with respect to such breach or default.
- 12.4 Neither failure nor delay on the part of the State in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Commissioner or his/her designee, and the same shall be effective only in the specific instance for which it is given.
- 12.5 The Municipality shall promptly give written notice to the State upon becoming aware of any Event of Default under this Agreement.
- 12.6 In addition to the rights and remedies granted to the State hereunder, the State shall have all other rights and remedies granted to it by law or equity in the event of breach or Event of Default by the Municipality ancestry under the terms of this Agreement.

ARTICLE 13

MISCELLANEOUS PROVISIONS

- 13.1 The Municipality shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which assistance is being provided under this Agreement to the Municipality. Any third party engaged by or on behalf of the Municipality in connection with the Project shall comply with all lawful requirements of the Municipality necessary to insure to the Municipality that the Project is carried out in accordance with the Municipality's Assurances and Certifications, including those with respect to the assumption of environmental responsibilities of the Municipality.
- 13.2 No member nor Delegate to Congress of the United States, nor any Resident Commissioner to the House of Representatives of the United States, shall be admitted to any share or part of this Agreement nor to any benefit which arises from the transactions contemplated hereby or in connection herewith.
- 13.3 If any court shall hold a provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected if the Project can be effectively accomplished pursuant to the terms of such remainder.
- 13.4 The Municipality will adopt and enforce appropriate measures to assure that no member of its governing body and none of its officers or employees shall, prior to the completion of the Project, acquire or maintain any interest in any contract or proposed contract with the undertaking of the Project. The Commissioner may waive the requirements of this section upon the written request of the Municipality (which waiver may be given or withheld in the Commissioner's sole and absolute discretion).
- 13.5 Nothing contained in this Agreement shall create or justify any claim against the State, its agencies or officers, by any person or entity whatsoever that is not party to this Agreement.
- 13.6 The Municipality certifies that it will comply with the Fair Housing Act, 42 U.S.C. § 3601, et seq.
- 13.7 The Municipality hereby certifies that it will adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstration.
- 13.8 By execution of this Agreement, the Municipality hereby certifies that for all sub-grants, contracts and subcontracts exceeding \$100,000 of CDBG-DR funds:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (c) The Municipality shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed under the authority of 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 13.9 The Municipality shall insure recognition of the role of HUD and DOH in providing funding under this Agreement, including erecting appropriate signs which shall conform to appropriate federal and State specifications. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Municipality shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. Groundbreakings and similar events shall be scheduled in cooperation with DOH in order to provide the greatest opportunity for State participation in the event.
- 13.10 This Agreement shall be effective upon the date that it is executed by the parties hereto including the Attorney General of the State of Connecticut. This Agreement shall not bind the State until a fully executed copy has been delivered to the Municipality.
- 13.11 This Agreement may not be amended or modified other than by a written instrument executed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed as an original.
- 13.12 "Program Year or "Fiscal Year" shall mean the year beginning July 1 and ending on June 30 of the following year.
- 13.13 Except to the extent preempted by applicable federal law, the laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. The parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submit to such jurisdiction in any suit, action or proceeding.
- 13.14 The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

13.15 The Municipality acknowledges that it has access to the resources and the funding necessary to cover the project costs within the project time frame completing spending of CDBG-DR Grant Funds by December 31, 2018.

13.16 Uniform Administrative Requirements. The requirements of 2 CFR part 225 (OMB Circular No. A-87) and the following requirements of 24 CFR part 85 apply to the participating jurisdictions, State recipients, and governmental subrecipients receiving CDBG-DR Funds: §§85.6, 85.12, 85.20, 85.22, 85.26, 85.32 through 85.34, 85.36, 85.44, 85.51, and 85.52.

13.17 Indemnification

(a) The Municipality shall indemnify, defend, and hold harmless the State, and officers, representatives, agents, servants, officials, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Agreement, including the acts of commission or omission (collectively, the "Acts") of Municipality and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Agreement. Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of Municipality's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Agreement.

(b) Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of this Agreement, and during the time that any provisions survive the term of this Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Commissioner prior to the effective date of this Agreement. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

(f) This section shall survive the expiration of this Agreement and shall not be limited by reason of any insurance coverage.

(g) For the purposes of this Agreement, the term "Claim" shall mean any action, suit, claim, demand, investigation and proceeding of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

- 13.18 Suspension and Debarment. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Municipality is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Municipality is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The Municipality shall require that each contractor and subcontractor engaged to work on the Project (including any contractors or subcontractors submitting bids, responding for requests for proposals or requests for quotes) to execute a certification substantially in the following form:

"This certification is a material representation of fact relied upon by State of Connecticut Department of Housing and the United States Department of Housing and Urban Development. If it is later determined that the undersigned [contractor/subcontractor/bidder/proposer] knowingly rendered an erroneous certification, in addition to remedies available to State of Connecticut Department of Housing and/or the United States Department of Housing and Urban Development, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The undersigned [contractor/subcontractor/bidder/proposer] agrees to comply with the requirements of 49 CFR 29, Subpart C while this contract/offer is valid and throughout the period of any contract that may arise from this offer. The undersigned [contractor/subcontractor/bidder/proposer] further agrees to include a provision requiring such compliance in its lower tier covered transactions."

- 13.19 Commercial Transaction and Waiver. THE MUNICIPALITY AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION AND WAIVES ANY RIGHT TO NOTICE, PRIOR HEARING, AND ANY OTHER RIGHTS IT MAY HAVE UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS MAY BE AMENDED, OR OTHER APPLICABLE LAW AFFECTING PREJUDGMENT REMEDIES AND THE STATE MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO IT IN CONNECTION WITH ANY CLAIM THE STATE MAY HAVE AGAINST THE MUNICIPALITY PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF THE MUNICIPALITY, TO ENFORCE THE PROVISIONS OF THIS AGREEMENT, WITHOUT GIVING THE MUNICIPALITY ANY NOTICE OR OPPORTUNITY FOR A HEARING AND THE MUNICIPALITY AUTHORIZES THE STATE'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER.
- 13.20 Jury Trial Waiver. THE MUNICIPALITY HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF ITS RIGHTS AND REMEDIES. THE MUNICIPALITY ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.
- 13.21 No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the Municipality shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to Municipality as their sole source of recovery if not paid, and (b) except as otherwise agreed to by State and any such person in writing, they may not enter any claim or bring any such action against State under any circumstances. Except as provided by law, or as otherwise agreed to in writing between State and such person, each such

person shall be deemed to have waived in writing all right to seek redress from State under any circumstances whatsoever.

- 13.22 Notwithstanding any provisions in this Agreement, the State, through a duly authorized employee, may terminate the Agreement whenever the State makes a written determination that such Termination is in the best interests of the State. The State shall notify the Municipality in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Municipality must complete its performance under the Agreement prior to such date.
- 13.23 The Municipality must comply with all provisions of CGS Section 4a-60g, as amended.
- 13.24 All references to provisions of the Connecticut General Statutes, unless otherwise indicated, shall refer to the statutes as amended from time to time.

ARTICLE 14

PROTECTION OF CONFIDENTIAL INFORMATION

14.1 Protection of Confidential Information.

- a) Municipality and Municipality Parties, at their own expense, have a duty to and shall protect from a Confidential Information Security Incident any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b) Each Municipality or Municipality Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c) The Municipality and Municipality Parties shall notify the Connecticut Department of Administrative Services ("DAS"), the State and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Municipality or Municipality Parties have come to possess or control has been subject to a Confidential Information Security Incident. If a Confidential Information Security Incident has occurred, the Municipality shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the State and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Municipality at its own cost and expense to all individuals affected by the Confidential Information Security Incident. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Confidential Information Security Incident. The Municipality's costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the State, any State of Connecticut entity or any affected individuals.

d) The Municipality shall incorporate the requirements of this section in all subcontracts requiring each Municipality Party to safeguard Confidential Information in the same manner as provided for in this section.

e) Nothing in this section shall supersede in any manner Municipality's or Municipality Party's obligations pursuant to Health Insurance Portability and Accountability Act of 1996 or any provisions of this Agreement concerning the obligations of the Municipality as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

14.2 The above section uses the terms "Confidential Information" and "Confidential Information Security Incident";

(a) "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(b) "Confidential Information Security Incident" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising

the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Municipality, or the State.

ARTICLE 15

REPRESENTATIONS, WARRANTIES, AFFIRMATIVE AND NEGATIVE COVENANTS

15.1 The Municipality represents and warrants, as of the date hereof, the following:

(a) The Municipality is duly organized and validly existing and qualified to do business under the laws of the State of Connecticut and is in full compliance with all recording and filing requirements.

(b) The Municipality has the requisite power, right, and legal authority to execute, deliver, and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance, and observance of its obligations under this Agreement. This Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligations of the Municipality enforceable against the Municipality in accordance with its respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and (b) the application of general principles of equity without the joinder of any other party. Without limiting the generality of the foregoing, the Municipality represents and warrants that its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Municipality to act as the connection with the Application and to provide such additional information as may be required.

(c) The Municipality has adopted and agrees to enforce measures appropriate to assure that no officer, agent or employee of the Municipality shall have or acquire voluntarily an interest in an agreement or proposed agreement in connection with the undertaking of the Project, or have any conflict of interest as defined in 24 CFR 85.36, 24 CFR 84.42 or 24 CFR 92.356.

(d) To the best of the Municipality's knowledge, this Agreement and the undertaking, completion and operation of the Project as contemplated by the Municipality do not violate any existing federal, state, or local laws or regulations.

(e) The Municipality has submitted, for comment, a copy of the Application to its Regional Planning Agency.

(f) The Municipality has developed a community development plan that identifies community development needs and specifies both short and long term community development objectives that have been developed in accordance with the primary objective and requirements of Title I of the Housing and Community Development Act of 1974, as amended.

(g) All statements contained in the Application, any certification, financial statement, legal opinion or other instrument delivered by or on behalf of the Municipality pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made as of the date of this Agreement, and at and as of the date of each Disbursement. All representations and warranties made under this Agreement are correct and complete and shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the State.

(h) The Municipality has disclosed to the State all financial assistance received by it under any other program or from insurance or any other source for [Hurricane Sandy] related damages. The proceeds of the Grant do not duplicate funds received from other sources in violation of the eligibility requirements of The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121-5207), as amended.

15.2 The Municipality covenants and agrees to the following for as long as this Agreement remains in force and effect:

(a) It is following a detailed citizen participation plan that:

(1) provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;

(2) provides citizens with reasonable and timely access to local meetings, information, and records relating to the state's and the Municipality's proposed method of distribution, as required by regulations of the Secretary, and relating to the actual use of funds under Title I of the Housing and Community Development Act of 1974, as amended;

(3) provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;

(4) provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the handicapped;

(5) provides for a timely written answer to complaints and grievances, within fifteen (15) days where practicable;

(6) identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate and has in a timely manner;

(7) furnished citizens information concerning the amount of funds available for proposed community development and housing activities and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and the plans of the Municipality for minimizing displacement of persons as a result of activities assisted with such funds and to assist persons actually displaced as a result of such activities;

(8) published a proposed application in such manner to afford citizens an opportunity to examine its content and to submit comments on the proposed activities and on the community development plan of the municipality;

(9) held one or more public hearings to obtain the views of citizens on community development and housing needs;

(10) made the final application available to the public.

(b) The Municipality will provide access to records on past use of CDBG-DR funds.

(c) The Project has been developed and shall continue to satisfy at least one of the following conditions: (i) give maximum feasible priority to activities which will benefit low and moderate income families, or (ii) aid in the prevention or elimination of slums or blight, or (iii) address an urgent need which has been identified within 18 months after the conditions became urgent (in this case, due to Hurricane Sandy).

(d) The Municipality shall comply with:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no persons in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

(2) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.

(3) Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under this part.

(4) Executive Order 11063 which provides that no person shall on the basis of race, color, religion, sex or national origin be discriminated against in the sale or rental of housing built with Federal assistance, and will take affirmative steps to further fair housing.

(5) Executive Order 11246, and the regulations issued pursuant (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demolition, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(6) The Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funds,

(7) The Rehabilitation Act of 1973, Section 504 as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her handicap be:

(i) Excluded from participation (including employment)

- (ii) Denied program benefits
- (iii) Subjected to discrimination under any program or activity receiving Federal funds.

(8) The Armstrong/Walker "Excessive Force" Amendment (PI, 101-144) as found in Section 519 of the Department of Veteran Affairs and Housing and Urban Development, and Independent Agencies Appropriation - Act of 1990, which provides that law enforcement agencies within its jurisdiction will prohibit the use of excessive force against any individuals engaged in nonviolent civil rights demonstrations.

(e) The Municipality shall require that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area, and contract for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project by adopting a Plan in accordance with, and as defined in, Section 3 of the Housing and Urban Development Act of 1968.

(f) The Municipality shall follow a residential anti-displacement and relocation assistance plan and that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as required under 570.496a(a) and HUD implementing regulations at 24 CFR 42; the requirements in 570.496a(b) governing the residential anti-displacement and relocation assistance plan under section 104(d) of the Housing and Community Development Act of 1974; the relocation requirements of 570.496a(c) governing displacement subject to section 104(k) of the Act; and the relocation requirements of 570.496a(d) governing optional relocation assistance under section 105(a)(1) of the Act.

(g) Section 110 of the Housing and Community Development Act and the regulations issued pursuant to 24 CFR, Part 570, Section 570.496(c), regarding the payment of prevailing wage rates.

(h) 24 CFR, Part and Section 104(f) of Title I of the Housing and Community Development Act in connection with the performance of environmental assessments under the National Environmental Policy Act of 1969.

(i) Section 121 of Title I of the Housing and Community Development Act by:

(1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Part 800.8) by the proposed activity, and

(2) complying with all requirements established by the Connecticut Department of Economic and Community Development to avoid or mitigate adverse effects upon such properties.

(j) The State of Connecticut Lead-Based Statute (Public Act 87-394) which prohibits the use of lead-based paint in residential structures and governs the removal of lead based paint in all residential structures in Connecticut.

(k) All other provisions of the Housing and Community Development Act of 1987 and with other applicable laws and statutes.

15.3 The Municipality covenants and agrees that it shall not do the following for as long as this Agreement remains in force and effect:

(a) Attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG-DR funds by assessing any amount against properties owned and occupied by persons of low and moderate income; including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

(1) CDBG-DR funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such improvement that are financed from revenue sources other than Title I funds or;

(2) for purposes assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low-income, the municipality certifies to DECO that it lacks sufficient Title I funds to comply with the requirements of clause (1)

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date, as said term is defined in section 13.10.

TOWN OF FAIRFIELD

BY: 

Name: Michael C. Tetreau

Its: First Selectman

Duly Authorized

Date: 6/7/17

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING

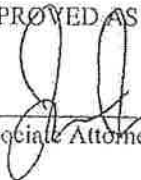
BY: 

Evonne M. Klein

Its Commissioner

Date: 6/14/17

APPROVED AS TO FORM:


Associate Attorney General

Joseph Rubin

Date: 7/25/17

§ 95-7 Enactment of tax relief; purpose; effective date.

The Town of Fairfield hereby enacts a tax relief program for elderly homeowners or permanently and totally disabled homeowners pursuant to Section 12-129n of the Connecticut General Statutes for eligible residents of the Town of Fairfield on the terms and conditions provided herein. This article is enacted for the purpose of assisting elderly or permanently disabled homeowners with a portion of the costs of property taxation. This program shall become effective for the assessment year commencing October 1, 2012.

§ 95-8 Conditions for eligibility.

A. Any person who owns real property in the Town of Fairfield or is liable for payment of taxes thereon pursuant to Section 12-48 of the Connecticut General Statutes and who occupies said real property as a residence and fulfills the following eligibility requirements shall be entitled to tax relief on the Grand List immediately preceding the application period provided for in § 95-9 below. The reference to "person" pursuant to this subsection shall hereinafter mean either "applicant" or "recipient."

B. After the applicant's claim has been filed and approved, such applicant shall be required to file such an application biannually. All persons receiving Town tax relief under the article on the October 1, 2011, Grand List shall refile for such tax relief for October 1, 2012, and biennially thereafter based on the year of the initial claim. If a tax payer's initial year of filing was for an odd-numbered grand list year, refiling will occur for an odd-numbered Grand List year. If a tax payer's initial year of filing was for an even-numbered Grand List year, refiling will occur for an even-numbered grand list year."

C. The applicant shall be entitled to tax relief if all the following conditions are met:

(1) Such applicant (or a spouse domiciled with such applicant) has attained age 65 or over at the end of the preceding calendar year or is 60 years of age or over and the surviving spouse of a taxpayer qualified for tax relief under this program at the time of his or her death; or has not attained the age of 65 years and is eligible in accordance with the federal regulations to receive permanent total disability benefits under social security or has not been engaged in employment covered by social security and accordingly has not qualified for benefits thereunder, but has qualified for permanent total disability benefits under any federal, state or local government retirement or disability plan, including the Railroad Retirement Act and any teacher's retirement plan in which requirements with respect to qualifications for such permanent total disability benefits are comparable to such requirements under social security.

(2) Such applicant shall have been a taxpayer of the Town of Fairfield and have paid taxes for at least one year as of October 1 of the current Grand List year.

[Amended 5-29-2018]

(3) The property for which the benefit is claimed is the legal residence of such applicant and is occupied for than 183 days of each year by such applicant.

[Amended 5-29-2018]

(4) Such applicant(s) shall have applied for property tax relief under any state statutes applicable to persons 65 and over and the permanently and totally disabled for which he or she is eligible. If

such applicant has not applied for tax relief under any state statutes because he or she is not eligible, he or she shall so certify by filing on a form acceptable to the Assessor an affidavit attesting to his or her inability.

(5) Such persons shall have individually, if unmarried, or jointly, if married, qualifying income in an amount not to exceed limits described below for each program for the tax year ending immediately preceding the application for tax relief benefits. "Qualifying income" is defined as adjusted gross income, as defined in the Internal Revenue Code of 1986, as may be amended from time to time, plus the nontaxable portion of any social security benefits, railroad retirement benefits, any tax shelter losses, income from other tax-exempt retirements and annuity sources, ~~and~~ income from tax-exempt bonds and any other income not includable in adjusted gross income, and any income received and expenses paid for by any trust, excluding medical trusts, that the applicant is a beneficiary of (copies of all trusts that the applicant is a beneficiary of shall be provided with the application, along with the details of the income received by the applicant and/or any expenses paid for on behalf of the applicant from said trust). Unreimbursed gross medical and dental expenses shall be deducted from income in calculating the applicant's Qualifying Income, as long as such unreimbursed gross medical and dental expenses are included on the applicant's federal income tax return of the calendar year immediately preceding the year of application as an itemized deduction and qualify as a medical deduction under Section 213(a) of the Internal Revenue Code of 1986, as may be amended.

Commented [DC1]: Added Trusts to the "qualified income" language.

(6) Such person shall have applied or reapplied in person to the Assessor for the tax relief during the application period established in § 95-9 below.

[Amended 5-29-2018]

(7) Benefits granted under this article shall be prorated by the office of the Assessor in the event of the sale or transfer of the affected real estate or the death of the applicant and the surviving spouse, if applicable.

(8) [1] Any application and spouse who qualify for property tax relief under this article shall have a qualifying total asset value (QTAV) not exceeding \$650,000. Qualifying total asset value shall consist of any and all assets of the applicant and spouse as of the date of application but shall specifically exclude the value of the applicant's primary legal residence and all tangible personal property contained therein. Each applicant to whom QTAV applies shall make a sworn statement in a form satisfactory to the Assessor that such applicant's QTAV does not exceed \$650,000.

[1] Editor's Note: Former Subsection C(8), which stated that taxpayers shall not be delinquent in payment of real property, personal, or motor vehicle taxes, sewer use charges, or sewer assessments for any period extending back more than one year immediately preceding the date of their application, was repealed 5-29-2018. This ordinance also renumbered former Subsection C(9) as Subsection C(8).

D. A married homeowner whose spouse is a resident of a health-care facility or nursing home in Connecticut that is receiving payment related to such spouse under Title XIX (Medicaid) need not declare the spouse's social security income. Proof that the spouse is in a facility must be provided, including the period of time said spouse was in the facility, the time that Title XIX commenced, and the name and

address of the facility. The statement of proof must be on the facility's letterhead and signed by the administrator or other official of the facility.

§ 95-9 Application.

[Amended 5-29-2018]

In order to be entitled to the tax relief provided herein, an application must be filed with the Assessor not earlier than February 1 and not later than May 15 preceding the fiscal year in which the tax is payable.

A. Any eligible taxpayer, or his/her authorized agent, shall file applications for tax relief and tax deferral under this chapter with the Town of Fairfield Assessor, any time from the first of February to the 15th day of May, prior to the commencement of the tax year for which tax relief is claimed, on a form or forms prescribed and furnished by the Town of Fairfield. In making such application, the taxpayer shall present to the Assessor, in substantiation of his/her application, a copy of his/her federal income tax return for the calendar year immediately preceding the year of application, a properly executed IRS 4506 and IRS Form 4506T allowing the town to verify the federal tax information, a copy of the Social Security Act Administration Form SSA-1099 which shall indicate the taxpayer's address, or, if not required to file a return, such other evidence of qualifying income which the Assessor may reasonably require to establish compliance with the income qualifications provided in § 95-15 of this article, including requests for all trusts' documents that the applicant is a beneficiary of to verify income received from the trust or expenses paid by the trust on behalf of the applicant beneficiary. The applicant, or his/her authorized agent, shall sign a sworn affidavit under penalty of perjury in the presence of the Assessor affirming the accuracy of the statements in the application.

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

C. Affidavits or applications or other documents presented in support of the application for tax relief or tax deferral shall not be open for public inspection and shall not be disclosed except in connection with claims of fraud. In order to prevent the filing of fraudulent applications being filed, The Tax Assessor or a designee shall randomly audit at least fifteen (15) applications a year, but may audit more applications at the Tax Assessor's discretion, including getting the tax transcripts with the IRS Form 4506 and 4506T. Any suspected fraud will be filed with the Fairfield Police for investigation.

D. An eligible taxpayer may make his/her application for tax relief or tax deferral to the Assessor up until August 15th of the claim year if approved for extension by the Assessor. The Assessor may grant such extension in the case of extenuating circumstance due to illness or incapacitation as evidenced by a [physician's] certificate signed by a physician or an advanced practice registered nurse, or if the Assessor determines there is good cause for doing so. Reference Public Act 12-197 amending 12-170w of the Connecticut General Statutes.

Commented [DC2]: Addition of required IRS forms for application

Commented [DC3]: Clarification of form and addition of address data

Commented [DC4]: Additional updated language for trusts, see Section 95-8,C,5

Commented [DC5]: Additional statement on sworn affidavit impacts

Commented [DC6]: Added language requiring audits by Tax Assessor

§ 95-10 Amount of tax relief per person limited.

[Amended 5-29-2018]

No property tax relief provided for any person shall exceed in the aggregate 75% of the tax which would, except for the benefits provided by state statutes and the program(s), be laid against such person.

§ 95-11 Amount of relief granted through program limited.

The total of all relief granted under the provisions of these programs shall not exceed an amount equal to 2.5% of the total real property tax levied in Fairfield in the preceding fiscal year. The total amount that can be deferred under § 95-15B is limited to a maximum of \$500,000 in any tax year. In the event that either foregoing limitation on relief is reached, relief shall be prorated among qualified applicants.

§ 95-12 Relief per parcel of property limited to eligible persons.

[Amended 5-29-2018]

Only one tax relief benefit shall be allowed for each parcel of real property eligible for tax relief under the programs. In the event that title to real property is recorded in the name of the taxpayer or his or her spouse who are eligible for tax relief and any other person or persons, the tax relief under the programs shall be prorated to allow a tax relief benefit equivalent to the fractional share in the property of such taxpayer or spouse, and the person or persons not eligible shall not receive any tax relief.

§ 95-13 Effect on other benefits.

[Amended 5-29-2018]

The tax relief provided to any person under the programs shall not disqualify such person with respect to any benefits for which such person is eligible under any state statute, and any tax relief provided under the article shall be in addition to any such benefits.

§ 95-14 Partial waiver of lien rights.

The Town of Fairfield hereby waives any lien rights given to it by Section 12-129n of the Connecticut General Statutes with respect to the tax freeze and tax credit programs but will exercise such rights as provided below with respect to the tax deferral program.

§ 95-15 Tax relief programs.

An applicant may not apply, in any assessment year, for more than one of the following Town tax relief programs:

~~A. Tax freeze. Any taxpayer meeting the eligibility requirements of § 95-8 and having qualifying income not exceeding \$50,600 may elect to apply for a freeze under which such taxpayer shall pay the gross tax levied on applicable property, calculated for the first year the application is granted (the "freeze amount") and shall be entitled to continue to pay no more than the freeze amount for each subsequent year in which the taxpayer, or his surviving spouse, continues to meet such qualifications, subject to the following:~~

Commented [DC7]: Tax Freeze was deleted

~~(1) In the event that the applicant shall make improvements to his property resulting in an increase in his assessment, an amount calculated by multiplying the increase in the taxpayer's assessment attributable to the improvement by the mill rate in effect in the year such reassessment takes place shall be added to the freeze amount then applicable to obtain a revised freeze amount which will be the freeze amount for subsequent assessment years;~~

~~(2) The applicant or his or her spouse must be at least 65 years of age at the time of such application;~~

~~(3) Relief under this tax freeze is limited to not more than six consecutive years (not including the initial year that is used as the year to determine the freeze amount). Should the applicant choose to apply for the tax deferral program, described below, in the year following the last year of tax freeze eligibility, the freeze amount shall be used as the deferral base under that program;~~

~~(4) An applicant and/or his or her spouse may only receive tax relief under the tax freeze program once during his or her life with an individual also being deemed to have received such tax relief under the tax freeze program if their spouse received such benefits while they were married;~~

~~(5) The qualifying income threshold of \$50,600 for the tax freeze program indicated in § 95-15A above shall be adjusted in the same manner as described in § 95-15C(2) with respect to the tax credit program; and~~

~~(6) If a decrease in the mill rate lowers the normal tax bill below the original frozen tax level, the applicant will pay the normal tax. When the normal tax bill exceeds the original frozen tax bill, the applicant will pay his original frozen tax bill. The counting of the six year period specified in § 95-15A(3) shall be suspended during the period in which the applicant pays the normal tax.~~

B. Tax deferral. Any taxpayer age 75 or older at the end of the preceding calendar year and meeting the eligibility requirements of § 95-8 and having qualifying income not exceeding \$80,000 may elect to apply for a deferral of up to 50% of the gross tax levied on applicable property each year in which the taxpayer, or his surviving spouse, continues to meet such eligibility requirements, subject to the following:

(1) The recipient shall enter into a written agreement with the Town providing for reimbursement, which shall be recorded in the land records of the Town and shall constitute a lien on the property payable upon death or conveyance.

(2) All deferral benefits plus interest shall be reimbursed to the Town:

a) one year after the recipient's death, unless the recipient's surviving spouse applies for benefits under this program and also qualifies under § 95-8;

b) Upon conveyance of the real property subject to taxation; or

c) Upon the property no longer being the recipient's principal residence.

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

on the next prior day on which it is open. Such rate shall be effective for the following year. Such interest shall be simple interest, not compounded, and shall accrue from the date of deferral until the date of repayment.

(4) Total deferments, including accrued interest, for all years shall not exceed 70% of the most recent assessed value of the real property.

(5) The qualifying income threshold of \$80,000 for the tax deferral program indicated in § 95-15B above shall be adjusted in the same manner as described in § 95-15C(2) with respect to the tax credit program.

(6) If a decrease in the mill rate lowers the normal tax bill below the original deferral base, the applicant will pay the normal tax. When the normal tax bill exceeds the original deferral base, the applicant will pay the original deferral base.

(7) Taxpayers between the age 65 and 75 who had participated in the tax deferral option as of the 2012 Grand List may reapply for their original deferral base (deferring tax above that base), provided their qualifying income for the preceding year did not exceed \$80,000.

C. Tax credit.

(1) Any applicant meeting the eligibility requirements of § 95-8 and having qualifying income shown in the table below, adjusted annually as provided in Subsection C(2) below, shall be entitled to a tax credit of up to a maximum (as limited by § 95-10) provided in the following table, effective for the assessment year beginning October 1, ~~2012~~**2019**, and for each assessment year thereafter:

Qualifying Income (as of 2012) (as of 2019)			
Over	To	Tax Credit (percentage of tax due)	Cap (not to exceed)
\$0	\$16,700 \$18,600	677 5 %	\$5,000 \$7,500
\$16,701 \$18,601	\$23,900 \$26,500	606 5 %	\$4,500 \$6,500
\$23,901 \$26,501	\$29,500 \$32,700	505 5 %	\$3,700 \$5,500
\$29,501 \$32,701	\$35,300 \$39,000	424 5 %	\$3,500 \$4,500
\$35,301 \$39,301	\$43,400 \$48,000	333 5 %	\$2,700 \$3,500
\$43,401 \$48,001	\$50,600 \$56,000	25%	\$2,000 \$2,500
\$50,601 \$56,001	\$70,000 \$77,300	15%	\$1,400 \$1,500

For prior credit option participants, tax credit will not be less than calculated for 2012/2013, based upon 2012/2013 qualification levels.

(2) The amounts of qualifying income shown in the above table shall be adjusted annually in a uniform manner to reflect the annual inflation adjustment in social security income, with each adjustment of qualifying income determined to the nearest \$100. Each such adjustment shall be prepared by the Secretary of the Office of Policy and Management, State of Connecticut, in relation to the annual inflation adjustment in social security, if any, becoming effective at any time during the twelve-month period immediately preceding the first of October of each year, and shall be the amount of such adjustment which is distributed to the Assessor as of December 31 next following. Adjustments for any bracket of qualifying income not included in the adjustments made

Commented [DC8]: Updated date to reflect new start year

Commented [DC9]: Updated income levels, tax credit % and caps as per BOF S&DTR committee recommendations

Commented [DC10]: Added clarification as to the timing of the income levels

by the Secretary of the Office of Policy and Management shall be made by the Assessor by applying the same percentage used by the Secretary of the Office of Policy and Management in making its adjustments and with each adjustment of qualifying income determined to the nearest \$100.

§ 95-15.1 Report by Assessor.

The Assessor shall report to the RTM and the Board of Finance every June on the tax relief program established under Article III of Chapter 95.

Commented [DC11]: Added BOF review

§ 95-15.2 Severability.

In the event that any provision of §§ 95-7 through 95-15 of the Fairfield Town Code is found to be unlawful, only such unlawful provision shall be ineffective, and all other provisions shall remain in full force and effect.

§ 95-15.3 When effective.

The amendments to §§ 95-7 through 95-15.2 shall become effective immediately after the period for subjecting them to a referendum has expired.

§ 95-15.4 RTM Review Committee.

[Amended 2-23-2015; 5-29-2018]

At its first regularly scheduled meeting in January 2020 of each calendar year, the Representative Town Meeting shall convene a special committee to review Article III of Chapter 95, Tax Relief for Elderly and Disabled Homeowners.

Commented [DC12]: Added "each calendar year" rather than listing a specific year.