

PROPOSED TOWN LAND SALE

2164 Fairfield Beach Road

1. **Background** – The Town has received an offer to purchase the Town owned parcel of land located at 2164 Fairfield Beach Road for a price of \$55,000.00. The purchase price of \$55,000 is approximately \$19,200.00 above the current Town assessor's appraised value of the property of \$35,800.00. The sale of the property was put out to public bid as part of RFP #2017-06 after a request was made to the Town Administration to entertain a potential sale the property. After investigating potential uses of the property by various Town Departments and Boards, it was determined that there was little value or use for the 0.02 acre parcel by the Town.

The subject parcel is located on the north side of Fairfield Beach Road and is bounded by the Pine Creek to the north, a residential building lot to the east and west, and Fairfield Beach Road to the south. The Town of Fairfield has owned the property since it took the site through a tax foreclosure action in January 1959.

Currently, there are no residential improvements on the site but the Town does have a storm sewer pipe that runs through the property in order to drain Fairfield Beach Road into Pine Creek. There is also a timber pile bulkhead that is located along the north side of the property along Pine Creek. The property is located entirely within the FEMA flood zone (Zone VE EL. 15) and according to discussions with staff from the Town Planning and Zoning Department; the site currently does not meet the requirements for a building lot.

Historically, the site has required very little maintenance on behalf of the Town and has been used as a parking area for the adjacent residential neighbors. Currently, the site does not provide any value in terms of recreation for residents.

2. **Purpose and Justification** – The justification for the sale of the property is it represents little in the way of value to the Town for any future project or use. Due to the size and location of the property, there is no value in having the Town keep the property for some future use. The best use of the site would be to sell the property to one of the adjacent neighbors so it can be utilized for parking or some other undeveloped use.
3. **Detailed Description of Proposal** – A copy of RFP #2017-06 and the proposed purchase agreement have been attached for review.
4. **Reliability of Cost Estimate** – Not Applicable. The proposed sealed bid purchase price is firm at \$55,000.00
5. **Increased Efficiency or Productivity** – The sale of the property will reduce the Town's liability regarding the maintenance of the existing bulkhead.
6. **Additional Long Range Costs** – There will be no additional future long range costs associated with the sale of the property to the private party.

- 7. Additional Use or Demand on Existing Facilities** – None Anticipated. The Terms of the sale of the property require that the purchaser grant a drainage easement in favor of the Town in order to maintain the drainage pipe that runs through the property. The filing of the easement will limit any potential development of the property.
- 8. Alternatives to this Request** – There are two alternatives to this request. The Town could either keep the property and not move forward with the current sale or the Town could decide to rebid the property and try to obtain a higher purchase price.
- 9. Safety and Loss Control** – The sale of property would reduce the overall liability of the Town regarding the maintenance and potential failure of the existing wooden bulkhead located on the north side of the property along Pine Creek.
- 10. Environmental Considerations** – The property is being sold “as-is” by quit claim deed. No claims or representation are being made as to the condition of the property relative to the environmental quality of the land and/or improvements thereon. The buyer may review any and all files related to environmental conditions on this parcel and abutting lands if applicable.
- 11. Insurance** – The proposed purchaser of the property will be required to carry title insurance during the sale of the property. The Town is not providing any guarantee during the sale of the property and the property is being transferred by a Connecticut Quit Claim Deed.
- 12. Financing** – There is no cost to the Town regarding the sale of the property. The property is being sold “as-is” to the prospective purchaser for the sealed bid amount of \$55,000.00

13. Other Considerations: None

14. Other Approvals:

Planning and Zoning Commission (8-24 Review) – Approved (August 26th, 2016) - Attached
Board of Selectmen -
RTM -

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

AGREEMENT made as of the _____ day of September, 2016 BETWEEN the **Town of Fairfield**, a Connecticut municipality, acting herein by Michael C. Tetreau, its First Selectman, duly authorized, 725 Old Post Road, Fairfield, Connecticut (collectively, hereinafter referred to as the SELLER, whether one or more), and ROSARIO DEVICO AND ANTOINETTE DEVICO (hereinafter referred to as the BUYER, whether one or more),

WITNESSETH:

1. **PROPERTY.** The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the BUYER hereby agrees to purchase the real property commonly known as 2164 Fairfield Beach Road, Fairfield, Connecticut and specifically described in Schedule A attached hereto (the "Premises") subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(e) and Schedule A (legal description and exceptions, if any) attached hereto.
2. **CONSIDERATION.** The purchase price is FIFTY-FIVE THOUSAND and 00/100 DOLLARS (\$55,000.00), which the BUYER agrees to pay as follows:

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

\$ 55,000.00

TOTAL: \$ 55,000.00

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

Mortgage company checks or similar holding company checks, unless certified, DO NOT represent immediate funds and will not be accepted at the time of closing. Trustee checks are NOT satisfactory funds for any payment required by this Agreement at the time of closing. In the event SELLER or his attorney accepts BUYER's attorney's trustee check in lieu of other funds, BUYER agrees that no stop payment order or direction will be issued with respect to such check(s). This provision shall survive the closing.

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

3. **DEED.** The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, the usual Connecticut Quit Claim Deed (or appropriate Fiduciary's Deed) in proper form, to convey to the BUYER, or BUYER's permitted assigns, the fee simple of the Premises

**The SELLER shall complete
and deliver to the BUYER the conveyance tax forms indicating
that this transaction is exempt from the payment of conveyance
taxes.**

4. **CLOSING.** The deed shall be delivered at the offices of the SELLER's attorney, provided said office is in Fairfield County Connecticut, on the tenth (10th) business day subsequent to the BUYER's obtaining all the Approvals (hereinafter defined), but in no event later than December 1, 2016, or sooner by mutual agreement of the parties

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hereto.

5. **FIXTURES: Intentionally omitted – vacant land.**

6. **TITLE.**

- a. If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) days, or such shorter time as may be within the term of the BUYER's mortgage commitment, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER may elect to accept such title as the SELLER can convey, without modification of the purchase price, or may reject such title. Upon such rejection, all sums paid on account hereof, together with any expenses actually incurred by the BUYER, which expenses, however, shall be limited in the aggregate so as not to exceed the gross premium cost of fee title insurance based on the amount of the purchase price, for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fees, shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder.
- b. The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. Any and all defects in or encumbrances against the title, which come within the scope of said Title Standards, shall not constitute valid objections on the part of the BUYER, if such Standards do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Standards, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut.
- c. **NO VIOLATIONS: Intentionally omitted – BUYER is currently a part owner.**
- d. **RELEASE OF MORTGAGES:** Notwithstanding anything to the contrary contained in this Agreement or any riders attached hereto, in the event SELLER's title is encumbered by mortgage lien(s) for which SELLER'S attorney is unable to deliver release(s) of mortgage(s) at closing, the parties shall close the transaction, provided that the following procedure is followed with respect to each mortgage lien: (a) the SELLER's attorney shall provide to the BUYER's attorney the following documents at the time of closing: SELLER's indemnification letter in the form provided by the Greater Bridgeport Bar Association Closing Customs, copy of mortgage payoff statement provided by the mortgagee, mortgage payoff transmittal letter issued by the SELLER's attorney in the form provided by the Greater Bridgeport Bar Association Closing Customs, and a copy of the overnight airbill for transmittal; (b) the SELLER's attorney, upon receiving the release of mortgage from the mortgagee, shall send it, with payment for the recording fee, to the BUYER's attorney who shall then record the release of mortgage; (c) if SELLER has not obtained such release within sixty (60) days after closing, the SELLER's attorney and BUYER's attorney shall take all necessary steps towards compliance with the Section 49-8a of the Connecticut General Statutes for the purpose of filing a statutory affidavit in lieu of release of mortgage should such filing become necessary; (d) with respect to an equity line of credit, in addition to the aforesaid requirements, the SELLER's attorney shall notify the lender to terminate all future borrowing rights as the time at which the payoff statement is requested, a copy of this notification shall be provided to BUYER at closing; (e) in the event BUYER's title insurance company will not issue a fee policy at no additional premium taking no exception for said mortgage or mortgages, or which provides affirmative coverage against lost or damage by reason of said unreleased mortgage or mortgages, BUYER shall not be obligated to proceed to closing; and (f) the provisions of this paragraph 6(d) shall survive the closing.
- e. **EXCEPTIONS TO TITLE:** The Premises will be conveyed to and accepted by the BUYER subject to:
 - i. Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time

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of closing.

- ii. Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.
 - iii. Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).
 - iv. Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.
 - v. Unless otherwise specifically agreed between the parties in writing, any municipal assessment and/or lien other than taxes shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.
 - vi. Such other encumbrances as of record appear.
 - vii. Drainage pipe running through the property.
7. **LIEN.** All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 6 or 11 hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.
8. **CONDITION OF PREMISES [THIS AGREEMENT IS NOT SUBJECT TO ANY INSPECTION CONTINGENCIES].** The BUYER agrees that the BUYER has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in the condition that it was in at the time that all the BUYER's inspections were completed, on an "as is" basis, reasonable wear and tear excepted. Neither SELLER nor SELLER's agents have made any representations or warranties as to said Premises on which BUYER has relied other than as expressly set forth in this Agreement. The SELLER agrees that the condition of the Premises shall be the same on the date of closing of title as of the date that all the BUYER's inspections were completed, reasonable wear and tear excepted.
9. **BROKER(S).** The parties hereto agree that there was NO BROKER who negotiated the sale of the Premises. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no broker or agent brought the Premises to the BUYER's attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no broker or agent has any exclusive sale or exclusive agency listing on the Premises. The BUYER hereby agrees to indemnify and hold harmless the SELLER against any liability by reason of the claim of any broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, SELLER shall promptly notify BUYER, and BUYER shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.
10. **APPORTIONMENT.** Real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, shall be apportioned over the fiscal period for which levied. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing. The preceding sentence shall survive the closing.

11. **RISK OF LOSS. Intentionally partially omitted – vacant land.**

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

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12. **AFFIDAVITS.** The SELLER agrees to execute, at the time of closing of title, an affidavit,

- a. Verifying the non-existence of mechanics' and materialmen's lien rights,
- b. Verifying the non-existence of any tenants' rights, other than as set forth herein,
- c. Verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises,
- d. Updating to the extent of SELLER's knowledge, any available survey, and
- e. Affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445; together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's knowledge.

13. **MAINTENANCE.** **Intentionally omitted – vacant land.**

14. **DELIVERY OF PREMISES.** The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein). BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

15. **LIABILITY FOR DELAYED CLOSING.** In the event of a delay in closing as set forth herein, other than as provided for under the provisions of this Agreement, through no fault of the SELLER, beyond ten (10) business days, then the BUYER will reimburse the SELLER from the eleventh (11th) business day to the day of actual closing of title for the SELLER's carrying costs of said property, including taxes, mortgage interest, utilities and per diem interest on SELLER's equity in the Premises, which amount shall be calculated at the rate of 1/30th of 1% of the purchase price for each day of delay up to the actual date of closing. Further, in the event of a delay in the closing by more than five (5) business days, through no fault of the BUYER, SELLER shall reimburse the BUYER for carrying costs for temporary housing, temporary storage of personal property, living expenses and other miscellaneous expenses at the same per diem rate of 1/30th of 1% of the purchase price for each day of delay from the eleventh (11th) business day to the day of actual closing up to the actual date of closing. [For example, the per diem cost of a \$450,000 transaction would be \$150 per day.]

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

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

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

17. **MORTGAGE CONTINGENCY.** **Intentionally omitted.**

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18. PROPERTY CONDITION DISCLOSURE FORM. **Intentionally omitted- vacant land.**
19. LEAD-BASED PAINT. **Intentionally omitted- vacant land.**
20. UTILITIES. **Intentionally omitted – vacant land.**
21. BUILDING PERMITS. **Intentionally omitted- vacant land.**
22. INSULATION AND ASBESTOS. **Intentionally omitted- vacant land.**
23. KNOWLEDGE OF HEARINGS. **Intentionally omitted –**
24. **DELIVERY OF DOCUMENTS.** The SELLER shall deliver to the BUYER prior to closing any documents, informational materials and any surveys in the SELLER's possession pertaining to the Premises, the appliances and the systems on the Premises.
25. BASEMENT AND ROOF. **Intentionally omitted- vacant land.**
26. SEPTIC. **Intentionally omitted- vacant land.**
27. WELL. **Intentionally omitted- vacant land.**
28. **UNDERGROUND STORAGE TANKS.** The SELLER represents that there are no above-ground or underground storage tanks on the Premises which leak or have leaked and that any such storage tank(s) are not currently in disrepair and SELLER has no knowledge of any underground storage tank(s), except as disclosed in the Property Condition Disclosure Form attached hereto. The SELLER further represents that the Premises are not contaminated by any oil, petroleum product or hazardous waste which, if known to the state and federal authorities, could result in remedial clean-up work and expense to the BUYER subsequent to the passing of title. In the event that any such Underground Storage Tank(s) (UST) was/were removed and/or abandoned by SELLER, or SELLER has knowledge of any such removal and/or abandonment, then SELLER shall provide to BUYER prior to closing of title any documentary evidence of such removal and/or abandonment, including but not limited to permitting, correspondence, testing data and/or results, disposal manifests, etc. that SELLER may possess. Further, SELLER represents that any such removal was done in accordance with all applicable state/town regulations by a company licensed to engage in the removal or abandonment of USTs, and that if the work was not done in accordance with applicable regulations by a licensed company, the SELLER shall provide BUYER reasonable soil testing and/or other inspections at SELLER's sole cost and expense, as shall be necessary to comply with such regulations.
29. **NON-MATERIAL FACT CONCERNING REAL PROPERTY.** The BUYER hereby advises the SELLER that knowledge of any non-material fact concerning real property, as defined in Connecticut General § 20-329cc *et seq* with regard to the Premises is important to his decision to purchase the Premises. The SELLER represents to BUYER that he has no knowledge of any non-material fact concerning real property, as defined in Connecticut General § 20-329cc *et seq* with regard to the Premises.
30. **NOTICES.** All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to: Notices to the BUYER shall be sent to:

Attorney Louis Colangelo, Esq.
Mintz and Colangelo,
16 River Street
Norwalk, CT 06850
Phone: (203) 853-4471
Fax: (203) 854-0663

Attorney Stanton H. Lesser, Esq.
Fairfield Town Attorney
One Elliot Place
Fairfield, CT 06824
Phone: 203-336-1811
Fax: 203-255-8883

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31. **RIGHT TO WITHDRAW.** This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER's attorney of the full payment of the deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney.
32. **ASSIGNMENT.** This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.
33. **IRS REPORTING COMPLIANCE.** Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.
34. **ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.
35. **REPRESENTATIONS.** Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement or any addenda attached hereto shall survive delivery of the deed and all representations by SELLER are made to the best of SELLER's knowledge and belief.
36. **EFFECT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.
37. **COSTS OF ENFORCEMENT.** Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.
38. **GENDER.** In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.
39. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement; and said counterparts shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party.
40. **ENTIRE AGREEMENT.** All prior understandings, agreements, representations and warranties, oral and written, between Seller and Purchaser are merged in this Agreement. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.
41. **CAPTIONS.** The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.
42. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not render the remaining terms and provisions invalid or unenforceable.
43. **ALTERATION OF STANDARD FORM.** The Parties agree that unless a provision which is not a part of, or which varies from the Standard Form, is printed in bold typeface of not less than 16 points or handwritten, such provision shall be deemed not to be a part of this Agreement for any purpose, and any provision of the Standard Form that has been eliminated shall be deemed to be a part of this Agreement unless a reference to its deletion in such typeface or handwriting is inserted in its place and is described in a separate cover letter. Addenda, exhibits

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and riders to this Agreement are not subject to the foregoing requirement of this paragraph.

44. **BANKRUPTCY.** SELLER represents that no SELLER is a "Debtor" in a proceeding presently pending in any Bankruptcy Court. If, between the date of SELLER's execution of the Agreement and the closing of title, a Bankruptcy petition is filed naming a SELLER as a Debtor under any Bankruptcy Code, then this Agreement shall terminate and Buyer shall be entitled to the return of any and all sums paid on account hereof, together with any expenses actually incurred by the BUYER, which expenses, however, shall be limited in the aggregate so as not to exceed the gross premium cost of fee title insurance based on the amount of the purchase price, for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fee, shall be paid to the BUYER without interest thereon. Whereupon, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. This representation shall be deemed material and shall survive the closing of title.
45. **BOUNDARY LINES.** **Intentionally omitted- vacant land.**
46. **NO FURTHER ENCUMBRANCES.** SELLER agrees that he will not further encumber the premises and that he will notify the Buyer immediately of any matters including, but not in limitation of, attachments, liens and any notice zoning matters which may affect the premises during the pendency of this agreement.
47. **RECORD OWNER.** SELLER is record owner in fee simple of the premises being conveyed.
48. **ABUTS PUBLIC STREET.** **Intentionally omitted –**
49. **MUNICIPAL ASSESSMENTS.** **Intentionally omitted –**
50. **ELECTRONIC TRANSMISSION.** The parties acknowledge that this Agreement and any addenda or modifications and/or notices due hereunder may be transmitted between or among them by facsimile machine or email, and the parties intend that a faxed document or emailed document containing either the original and/or copies of any or all of the parties' signatures will be binding and of full force and effect.
51. **APPROVALS CONTINGENCY.** The Seller's obligations hereunder are contingent upon the Seller obtaining: i) the approvals of the sale from the Board of Selectmen and the Representative Town Meeting, and ii) a favorable report as the result of a referral to the Town Plan and Zoning Commission (collectively, the "Approvals"). The Seller shall take all necessary actions to obtain said Approvals and shall pursue such Approvals with due diligence. If the Approvals are not granted, then upon such notice thereof to the Buyer, this Contract shall become null and void.

52. OTHER OBLIGATIONS. (1) Buyers acknowledge that they are aware that the property is bounded to the north by a bulkhead along the south shore of Pine Creek. Buyer agrees that Buyer shall be responsible for the maintenance, upkeep and, if necessary, replacement of said bulkhead. (2) Buyers acknowledge that there is a drain pipe running through the property which is currently utilized by the seller for drainage, and that therefore no structure may be built over the pipe. As part consideration for this transaction, Buyer agrees to grant to the Town of Fairfield a perpetual easement, in form and location as determined by the Town of Fairfield, granting to the town the right to service, maintain and replace said pipe. The provisions of this paragraph shall survive closing of title.

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

In the presence of:

_____(L.S.)

TOWN OF FAIRFIELD

_____(L.S.)

By: Michael Titu

SELLER

_____(L.S.)

_____(L.S.)

Rosario Devico
ROSARIO DEVICO

BUYER

_____(L.S.)

_____(L.S.)

Antoinette Devico
ANTOINETTE DEVICO

BUYER

Title to said Premises is to be taken in the name of Rosario and Antoinette Devico

ATTACHMENTS:

1. Schedule A
 - a. Description of Premises
 - b. Exceptions to Title [see Paragraph 6(e)(vi)]

Greater Bridgeport Bar Association Residential Real Estate Sales Agreement, rev. 11-10-2009.

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MEMO

**TOWN OF FAIRFIELD
PLAN & ZONING DEPARTMENT
SULLIVAN INDEPENDENCE HALL
725 OLD POST ROAD
FAIRFIELD, CT 06824
PHONE (203) 256-3050, FAX (203) 256-3080**

DATE: *August 26, 2016*

TO: *Brian Carey, Conservation Director*

FROM: *Jim Wendt, Assistant Planning Director*

SUBJECT: *2164 Fairfield Beach Road*

CC: *M. Tetreau, First Selectman
J. Michelangelo, Director of Public Works*

RECEIVED

AUG 29 2016

CONSERVATION DEPT.

JW.

On Tuesday, August 23, 2016, the Town Plan and Zoning Commission voted to make a favorable recommendation regarding the proposed sale of Town Land at 2164 Fairfield Beach Road as outlined in your memo and supporting materials dated August 8, 2016.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

RFP 2017-06

Request for Proposals

Sale of Property: 2164 Fairfield Beach Road

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____ 2016.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority

Bidder:

Doing Business As (Trade Name)

Address

Town, State, Zip

(Mr/Ms) Name and Title, Printed

Signature

Telephone

Fax

E-mail

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Tuesday, 26th July, 2016

To provide written proposals for the sale of excess real property located at 2164 Fairfield Beach Road, Fairfield, Connecticut.
(Cover page revised 9 August 2016).

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "RFP #2017-06" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

Overview

The Town of Fairfield, Connecticut acting through the authority of the Land Acquisition Committee invites proposal for the sale of excess real property owned by the Town of Fairfield, Connecticut. Detailed descriptions and instructions to proposers, as well as a proposed contract of sale are contained in the attached document.

Notes to Candidates

Questions concerning this RFP must be in writing and directed only to:

Corinne Dyer, Buyer
cdyer@fairfieldct.org

Inquiries must be received no later than noon on 19 July 2016. Failure to comply with these conditions will result in the candidate waiving the right to dispute the RFP specifications and conditions. Any addenda will be posted to the Town of Fairfield website, which is www.fairfieldct.org. It is the Respondent's responsibility to monitor the website for additional information.

Response will be in the form of an addendum that will be posted approximately 20 July, 2016 to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

Submission Requirements

One (1) written copy and one (1) electronic copy must be submitted and received by **2:00 p.m. on 26 July 2016**; send sealed proposals to:

Town of Fairfield
Purchasing Authority
725 Old Post Rd
Fairfield, CT 06824

Part I – Property Description

The Town of Fairfield, Connecticut acting through the authority of the Land Acquisition Committee invites proposal for the sale of excess real property owned by the Town of Fairfield, Connecticut. The property comprises one contiguous lot totaling approximately 0.02 acres, or 871.2 square feet. The subject parcel is located on the north side of Fairfield Beach Road and is bounded by the Pine Creek to the north, a residential building lot to the east and west, and Fairfield Beach Road to the South.

Site Improvements

Currently, the property has no residential improvements on the site but the Town does have a storm sewer pipe that runs through the property in order to drain Fairfield Beach Road into Pine Creek. There is also a timber pile bulkhead that is located along the north side of the property along Pine Creek. The property is located entirely within the FEMA flood zone (Zone VE El. 15) and according to discussions with staff from the Town Planning and Zoning Department; the site currently does not meet the requirements for a building lot.

Zoning/Land Use

Prospective Purchaser should do their due diligence in regards to zoning and land usage, requirements and contact information can be accessed through the Town website; <http://www.fairfieldct.org/zoning>

Environmental – The property is being sold “as is” by quit claim deed. No claims or representations are being made as to the condition of the property relative to the environmental quality of the land and/or improvements thereon. The buyer may review any and all files related to environmental conditions on this parcel and abutting lands if applicable.

Current Use – The property are currently vacant.

Assessment and Estimated Annual Property Taxes – Property Record Card and Assessor’s Information has been attached for review for all prospective bidders.

Part II – Conditions of Sale

1. The sale of this property is subject to approval by all required Town Boards and Commissions as required by the Town Charter.
2. Upon all approvals by Town Boards, and formal acceptance of the proposal, the purchaser shall have sixty (60) days to close on the property, completing the sale.
3. The property will be sold “as-is” by quit claim deed.
4. The minimum proposal price required is **\$35,800.00**. See the attached appraisal report supplied by the Town dated April 5, 2016.
5. The Town of Fairfield will pay no broker’s fee, finder’s fee, commission, or other compensation to any party claiming to counsel or represent any proposer regarding the sale and/or development of the properties.
6. No representations will or have been made by the Town of Fairfield that the property meet local, Town or Federal ordinances, regulations or laws governing development of the property, commercially, industrially, or otherwise. All permits, empowerments, permissions, and grants necessary for the sale and/or development of the property are at the selected proposer’s cost and responsibility. Any variances, permissions or grants necessary to meet these requirements are likewise at the selected proposer’s risk, cost, and expense.
7. All proposals are subject to the stipulations of this Request for Proposals.
8. All costs associated with responding to this Request for Proposals and/or producing written and oral clarification of its contents will be the responsibility of the proposers. The Town of Fairfield will assume no responsibilities or liabilities for these costs.
9. The Town of Fairfield makes no assertions or warranties regarding the presence, if any, or absence of asbestos, chemicals, hydrocarbons, or other hazardous materials on the property.
10. No proposals for portion or subparts of the property will be entertained. Proposals must offer to purchase the property in its entirety.
11. The Planning and Zoning Commission is required to review and approve the sale of this site under the requirements associated with a Section of 8-24 review.
12. The potential purchaser of the site is required to file the proper drainage easements allowing the Town’s existing drainage infrastructure to remain or be increased as might be needed in the future.
13. A restrictive covenant is placed on the land records either by the Town or potential purchaser in order to prohibit the future construction of improvements at the site other than those required for minimal landscaping and surface parking.
14. A Contract for Sale will be awarded to the highest sale price offered.
15. In the event that the Town accepts a bid submission offer and the proposer fails to close the sale for any reason, the proposal deposit submitted shall be retained by the Town as consideration for its submission acceptance. In the event the Town rejects the submission, the proposal deposit submitted shall be returned to the proposer.
16. In the event that the Town receives two (2) or more identical bids, with are conforming and acceptable, the Town shall request a second bid proposal on the property from said “highest bidders”. At this time, no other bids shall be accepted.

Part III – Instructions to Proposers

All respondents are advised to review all parts of this Request for Proposals and to follow instructions carefully. Proposals that are incomplete, obscure, conditional, irregular, or lacking in necessary detail, or containing additions not called for, will be rejected by the Town.

Affidavits and Disclosures – Corporations and partnerships are required to submit with their proposal a Certificate of Disclosure of Corporation or Partnership (Forms 1 and 2, attached to Part IV) listing the name and address of principal officers.

Withdrawal of Proposals – No Proposal will be allowed to be withdrawn after it has been received by the Town of Fairfield.

Unacceptable Proposals – No proposals will be accepted from, nor will any proposal be awarded to any person, entity, firm, or corporation that is in arrears or is in default to the Town of Fairfield upon any debt, tax, or contract, or that is a defaulter in surety or otherwise up any obligation to the Town of Fairfield, or that has failed to perform faithfully any previous contract with the Town of Fairfield. No consideration will be given to proposals that are inconsistent with the information required in the attached Proposal Form and/or this Request for Proposals.

Signature of Proposer – Proposal must be completed and signed in ink by the proposer or their representative. Corporations, partnerships, or other business entities responding to this Request for Proposals must include a certificate of authority attesting that the individual signing on their behalf was duly empowered to do so.

Proposal Deposit

1. Proposals must be accompanied by a **deposit in the amount of five percent (5%) of the total gross sum** proposal by the proposer. The deposit may be in the form of a certified or cashiers check made payable to the "Town of Fairfield".
2. The Town of Fairfield reserves the right to retain the deposits of all proposers until the successful proposer has received notice of proposal acceptance at which point deposits will be returned to all unsuccessful proposers. The Town of Fairfield reserves the right to reject any or all proposals and to retain the successful proposer's deposit should circumstances not created by the Town arise the proposal acceptance affecting completion of the sale of the property, or execution of a deed of conveyance or closing thereon. The deposit of the selected proposer will be released and returned by the Town upon the closing on the property with the selected proposer.

Other Proposal Conditions/Requirements

1. Proposals, including monetary offering to the Town, will be considered to be firm and fixed. The Town expects to receive fair market value for the sale of the property.
2. Proposals misdirected to other locations or that otherwise are not received by the Purchasing Department by the established due date, for any cause, will be determined to be late and will not be considered. The official time clock for the purpose of registering the receipt of the a document is the Town of Fairfield's Purchasing Department located on 1st Floor of Sullivan Independence Hall at 725 Old Post Road, Fairfield, Connecticut.
3. A Letter of Transmittal must accompany each proposal signed in ink by the proposer or a duly authorized representative. The proposer must include with their submission evidence of their financial capability to complete the purchase, and include a statement concerning the source of funding that shall be used to purchase the property.

PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, _____ have received the following contract documents,

1. RFP Document #2017-06,
2. Posted addenda (if any) numbered _____ thru _____, posted at www.fairfieldct.org/purchasing.htm

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

COMPENSATION OFFERED

Please make your proposal for the property on the line below. Proposals must be for the entire property as described. No proposal for portions or subparts of the property will be accepted.

The proposer hereby offers for the entire property as described the sum of (indicate the dollar amount of the proposal in words and numerals):

_____ DOLLARS

Note: The Minimum acceptable offer is the current appraised value of \$35,800.00. No offers under this threshold will be accepted by the Town.

CHECKLIST

The following must be submitted with proposal:

- ☐ Cover page, completed and signed.
- ☐ Addenda acknowledged per Item 2 on Bid Proposal Form, or
- ☐ Signed and submitted with modified pricing if requested.
- ☐ Letter of Transmittal
- ☐ Proposal Deposit of 5% of total gross sum

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name and Title of Authorized Representative (Printed)

Signature

Date

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS**

ACCEPTANCE PERIOD

In submitting the proposal, the Candidate agrees that the proposal will remain valid for a period of Six (6) Months after the closing date for submission, and may be extended beyond that time by mutual agreement. Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of Six (6) Months.

THE CANDIDATE

The Candidate shall be thoroughly familiar with the requirements and specifications of this property. The submission of a proposal shall be construed as evidence that the Candidate has examined the actual property conditions, requirements, and specifications.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the prior written consent of the Purchasing Authority.

INSURANCE COVERAGE

The successful Candidate will be required to furnish and maintain insurance and a comprehensive general liability certificate of insurance naming the Town as additional insured.

FEDERAL, STATE AND LOCAL LAWS

All applicable Federal, State, and local laws, and rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein.

TAXES, FEES, CODE COMPLIANCE, LICENSING

The purchaser shall be responsible for payment of any required permits, licenses, taxes or fees associated with the execution of the contract. The purchaser shall be responsible for compliance with all applicable codes and laws.

NEGOTIATIONS WITH RESPONDENTS

The responsibility for the final selection rests solely with the Town; the Town may commence negotiations with the Responder who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Town may discuss any cost, charge or service. The Town shall not be liable to any firm for any costs associated with responding to the Request for Qualifications and Proposals, and the firm's participation in any interview, or for any costs associated with negotiations.

PROPOSALS

Bid proposals are to be submitted in a **sealed envelope** and clearly marked on the outside "**BID #2017-06**" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

PROPOSAL DEPOSIT

The Proposal Deposit furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the purchaser.

NOTE: Failure to provide a Proposal Deposit or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS**

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

SITE INSPECTIONS

The purchaser declares that the property has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the purchaser further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the RFP. All proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the proposer.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-75-0063-K

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

State Use: 9035
Print Date: 06/30/2011

A dark, textured, and heavily stained surface, possibly a book cover or endpaper, showing significant wear and discoloration. The texture is grainy, and there are large, irregular dark patches and streaks, particularly along the right edge and center.

2164 FAIRFIELD BEACH ROADLocation 2164 FAIRFIELD BEACH
ROAD

Mblu 234/ 174/ //

Acct# 05518

Owner FAIRFIELD TOWN OF

Assessment \$25,060

Appraisal \$35,800

PID 19137

Building Count 1

Current Value

		Appraisal			
Valuation Year		Improvements		Land	Total
2015			\$0	\$35,800	\$35,800
		Assessment			
Valuation Year		Improvements		Land	Total
2015			\$0	\$25,060	\$25,060

Owner of RecordOwner FAIRFIELD TOWN OF
Co-Owner
Address 725 OLD POST ROAD
FAIRFIELD, CT 06824Sale Price \$0
Certificate
Book & Page 388/ 353
Sale Date**Ownership History**

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		388/ 353	

Building Information**Building 1 : Section 1**Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent
Good:
Replacement Cost
Less Depreciation: \$0**Building Photo****Building Attributes**

Field	Description
Style	Vacant Land

Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtra:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
FCPZ	



(<http://images.vgsi.com/photos/FairfieldCTPhotos//\02\05\33\14.jpg>)

Building Layout

Building Layout

Building Sub-Areas (sq ft)

No Data for Building Sub-Areas

Extra Features

Extra Features

No Data for Extra Features

Land

Land Use

Use Code 903A
 Description Town of Fairfield V
 Zone
 Neighborhood 0066
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 0.02
 Depth 0
 Assessed Value \$25,060
 Appraised Value \$35,800

Outbuildings

Outbuildings

Legend

No Data for Outbuildings

Valuation History

Appraisal

Valuation Year	Improvements	Land	Total
2014	\$0	\$101,400	\$101,400
2013	\$0	\$101,400	\$101,400
2012	\$0	\$101,400	\$101,400

Valuation Year	Improvements	Land	Total
2014	\$0	\$70,980	\$70,980
2013	\$0	\$70,980	\$70,980
2012	\$0	\$70,980	\$70,980

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Town of Fairfield

2164 FAIRFIELD BEACH ROAD



1:1,200



200.0 0 100.00 200.0 Feet

WGS_1984 Web_Mercator Auxiliary Sphere
Created by Greater Bridgeport Regional Council

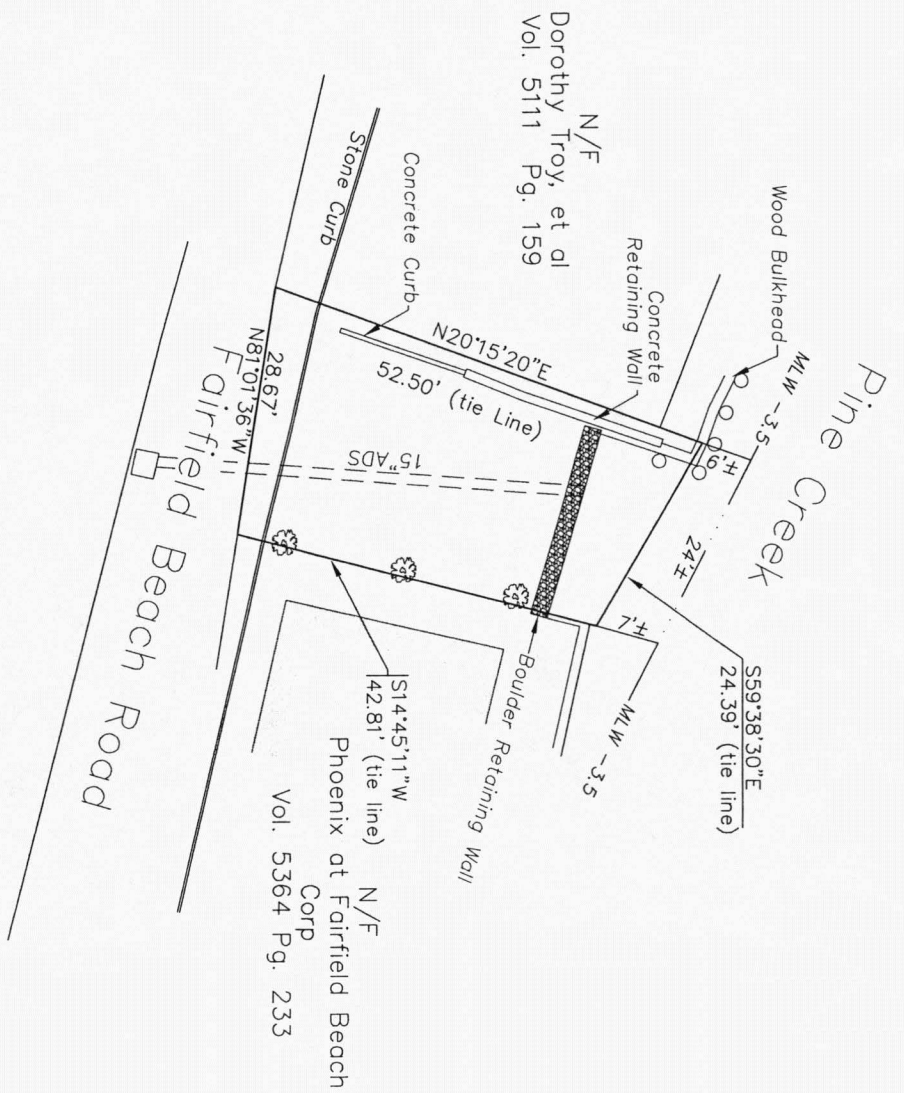
Legend

- House Number
- Parcels
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



EASEMENT

WHEREAS XXXXXXXXX, the Grantors herein, are the owners of a certain piece or parcel of land situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being known and designated as 2164 Fairfield Beach Road, Fairfield Connecticut as shown on Town of Fairfield Tax Assessors Map number 234 Lot 174; and also being shown on a certain map entitled "General Location Survey, Land of Town of Fairfield, 2164 Fairfield Beach Road, Fairfield Connecticut; Scale 1"=10'; Dated September 29, 2016, Project Number 3444" prepared by Town Of Fairfield Department of Public Works;

AND WHEREAS, THE TOWN OF FAIRFIELD, the Grantee herein, desires to acquire a general access easement and a 20 foot wide drainage easement across said land of the Grantors as shown on said map and the Grantors are willing to grant said easements on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Grantors having waived the right to compensation, do hereby give, grant, and bargain unto the Grantee, its successors and assigns forever, easements across the above described parcel of land for the purposes and in the location and upon the terms hereinafter set forth.

The general access easement shall convey to the Grantee, its successors and assigns, along with various construction equipment the right to enter upon the premises for the purpose of accessing storm drainage facilities.

The drainage easement; located over the entire parcel of land including the existing 15" drainage pipe as shown on said map, shall convey to the Grantee, its successors and assigns the right to install, maintain, replace, repair, clean, etc. any and all drainage facilities including, but not limited to, pipes, catch basins, manholes and ditches within the designated drainage easement area.

In the course of the Grantee's activities, it is agreed that the Grantee shall assure the Grantors and its assigns reasonable access to their property.

And the Grantee by the acceptance of this deed covenants and agrees that the Grantee will restore the land and any adjacent land which may have been used by the Grantee to the approximate contour and to as good a condition as it was in prior to such excavation.

The Grantors herein, their respective heirs, successors, administrators, executors and assigns forever, lose the right to erect, construct, or place any structures over, across, within or upon said drainage easement.

And the Grantors covenant that the Grantee shall have and hold said easements unto it, the said Grantee, its successors and assigns forever, to its and their own proper use and behoof.

IN WITNESS WHEREOF the Grantors have hereunto affixed their
Hands and seals this day of 2016.

Signed, sealed and delivered in the presence of:

Witness:

Grantor

By: _____

By: _____

By: _____

STATE OF CONNECTICUT)

) SS: Fairfield, _____, 2016

COUNTY OF FAIRFIELD)

Personally appeared _____(s) and sealer(s) of
the foregoing instrument and acknowledged the same to be his free act and deed, before me.

In witness whereof I here unto set my hand.

Notary Public/Commissioner of the Superior Court

ADDENDUM

RFP 2017-06 Request for Proposals

Sale of Property: 2164 Fairfield Beach Road

22 July, 2016 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents including pricing as submitted

This addendum is to clarify the date and time of bid submittals. Due to a typographical error on page 2 of the RFP documents, all bids will be accepted until 2pm on Tuesday, July 26th 2016.

Bid submittals are not required to be submitted electronically. The Purchasing Department requires all bids be submitted in a sealed envelope by 2pm on Tuesday, July 26th 2016 to:

Town of Fairfield
Purchasing Department
725 Old Post Road
Fairfield, CT 06824

This addendum is **not required** to be submitted in bid submittals, it is merely for clarification.

Purchasing Authority
Bid # 2017-06
RFP Sale of Property: 2164 Fairfield Beach Road
Opened 2:00 p.m. on 26 July 2016

Bidder	Antoinette & Rosario Devico	Anthony P. Guillano
Lump Sum Amount	\$55,000.00	\$37,000.00
5% Bid Security Deposit Included	Yes	Yes



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

September 29, 2016

Town of Fairfield
Michael C. Tetreau
First Selectman
725 Old Post Road
Fairfield, CT
06824

Dear First Selectman Tetreau:

Governor Dannel P. Malloy and I would like to congratulate you and the Town of Fairfield on your \$300,000 grant through the 2016 Small Town Economic Assistance Program (STEAP) to complete the drainage and pedestrian improvements to Fairfield Center.

Please confirm your award within 30 days of the date printed above by contacting the Office of Policy and Management via email at OPM.SteapApplications@ct.gov.

The Department of Economic and Community Development (DECD) will administer your award. We are providing a copy of this letter to Nelson Tereso of DECD. After confirming your award with OPM, please contact Mr. Tereso, at Nelson.G.Tereso@ct.gov as soon as possible to begin the grant contract process.

You should not proceed with any anticipated STEAP-funded project work until you are fully aware of any contractual terms required by the administering agency. This letter does not constitute a contract.

Please keep in mind that your receipt of these STEAP funds will be contingent upon your compliance with the rules and regulations of the agency that administers your award, and payment(s) of funds will not occur without a fully executed project agreement between the municipality and the state administering agency.

Thank you and best of luck with your project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Benjamin Barnes".

Benjamin Barnes
Secretary

cc: Timothy V. Sullivan, Nelson G. Tereso

Date: October 14, 2016
To: Board of Selectmen
From: Mark Barnhart, Director of Community and Economic Development
Re: 14 Points – STEAP Grant Fairfield Center Drainage and Pedestrian Improvements

STEAP GRANT – FAIRFIELD CENTER DRAINAGE AND PEDESTRIAN IMPROVEMENTS

1. *BACKGROUND:* The Small Town Economic Assistance Program (STEAP) is authorized under Connecticut General Statutes Section 4-66g and funds economic development, community conservation and quality-of-life capital projects for localities that are ineligible to receive Urban Action (CGS Section 4-66c) bonds. This program is managed by the Office of Policy and Management (OPM), and individual grants are administered by various state agencies. The Town applied for, and recently received notice of a grant award of \$300,000 through STEAP to make drainage improvements and pedestrian enhancements in and around Sherman Green.
2. *PURPOSE AND JUSTIFICATION:* The project involves construction of drainage and pedestrian improvements in and around Sherman Green to mitigate flooding risks, improve pedestrian safety and to enhance the visual appearance of this public green space. This area has been plagued by more frequent flooding incidents due to hydrologic conditions and inadequate storm water detention capacity. Heavy rains overwhelm the existing storm water system, producing knee deep water in spots that flood area businesses and cause major damage. Such storms are occurring with increasing regularity and severity.
3. *DETAILED DESCRIPTION OF PROPOSAL:* The project entails construction of an underground storm water detention and infiltration system on Sherman Green, as well as the installation of additional catch basins, manholes and drainage pipe along Sanford Street and on surrounding streets. Should funding permit, the Town intends to complete additional drainage improvements downstream, consisting of the reconstruction of a tide-gate flap and installation of additional bypass lines to further improve flow and detention capacity. Additionally, the Town intends to restore and upgrade the pedestrian sidewalk infrastructure and common areas on Sherman Green and to make other improvements to enhance the visual appearance of the Green.
4. *RELIABILITY OF ESTIMATED COSTS:* The Town's Engineering Department has prepared preliminary concept plans and cost estimates for this project.
5. *PAYBACK PERIOD:* Not Applicable
6. *ADDITIONAL LONG RANGE COSTS:* Not Applicable

7. *ADDITIONAL USE OR DEMAND ON EXISTING FACILITIES*: Not Applicable
8. *ALTERNATES TO THIS REQUEST*: Not Applicable
9. *SAFETY AND LOSS CONTROL*: Not Applicable
10. *ENVIRONMENTAL CONSIDERATIONS*: No adverse impacts to traffic, floodplains, wetlands, archaeological/historical resources or endangered species are anticipated as a result of this project. The project will result in improved drainage and storm water retention, thereby reducing flooding risks.
11. *INSURANCE*: Not Applicable
12. *FINANCING*: The State is providing \$300,000 in STEAP funds toward the project costs. The Town, through its Engineering Department, is contributing in-kind support to provide design and construction management services.
13. *OTHER CONSIDERATIONS*: Not Applicable
14. *OTHER APPROVALS*: Board of Finance; Representative Town Meeting (RTM)

State of Connecticut
Office of Policy and Management www.ct.gov/opm
STEAP Project Application, Analysis & Eligibility
Pursuant to Connecticut General Statutes Section 4-66g

APPLICATION FOR FY 2016 STEAP GRANT FUNDING

Please complete one application for each proposed project and also indicate the priority order of all projects submitted. If applications for more than one project are submitted at different times, please reprioritize previously submitted projects with each new application. Complete submittal instructions are outlined on the last page of this application.

Applicant Town: Town of Fairfield **Tax ID (FEIN) No.:** 06-6001998

Authorized Signatory Full Legal Name: Michael C. Tetreau

Authorized Signatory Title: First Selectman

Authorized Signatory Email: mtetreau@fairfieldct.org

Authorized Signatory Phone Number: (203) 256-3030 **Extension:**

Town Office Street Address / PO Box: 725 Old Post Road **Town Office Zip Code:** 06824

Proposed Project Street Address: Sherman Green & Vicinity, 1451 Old Post Road **Zip Code:** 06824

If available, GIS coordinates: Longitude: -73.2570758 Latitude: 41.1411698

If no project address is available, please provide street intersection detail.

The project site is located at the intersection of Post Road (U.S. Route 1) and Reef Road.

Requested amount of STEAP Funding (\$500,000 max): \$300,000

Project Name: Fairfield Center Drainage and Pedestrian Improvements

Name, phone and email address of person preparing this application:

Mark S. Barnhart, Director of Community & Economic Development, (203) 256-3120,
mbarnhart@fairfieldct.org

Identify town officials and professionals that may be contacted with questions regarding this application:

Name, phone and email address

Joseph Michelangelo, Director of Public Works, (203) 256-3010, jmichelangelo@fairfieldct.org

Name, phone and email address

Mark S. Barnhart, Director of Community & Economic Development, (203) 256-3120,
mbarnhart@fairfieldct.org

Did any of the above persons attend the STEAP webinar? **Yes**

- 1.) Provide a description of the proposed project which includes the purpose of the project. Please be clear as to whether the funds you are requesting are for design, planning, site acquisition and/or construction. **Please be as comprehensive as possible in the description of this project** (*Note: only capital projects will be considered: new construction, expansion, renovation, or replacement project for an existing facility or facilities. Project costs can include the cost of land, engineering, architectural planning, and contract services needed to complete the project. For a description of expenditures that **cannot** be funded with STEAP funds, see pg. 1).

The proposed project involves construction of drainage and pedestrian improvements in and around Sherman Green in downtown Fairfield to mitigate flooding risks, improve pedestrian safety and to enhance the visual appearance of this public green space.

Sherman Green is located in the heart of Fairfield's downtown central business district at the busy corner of Post Road (U.S. Route 1) and Reef Road, approximately one block from a Metro North commuter rail station. Sherman Green features an open-air gazebo, which hosts free concerts and other public events throughout the year. The Green sits adjacent to a large public parking facility and is within easy walking distance to dozens of restaurants, the Public Library, performing arts and theatre venues, many shops and other local businesses. The Green also features a bus stop and shelter, providing convenient bus access to the regional transportation network.

This area of the downtown has been plagued by more frequent flooding incidents due to hydrologic conditions and inadequate storm water detention capacity. Heavy rains overwhelm the existing storm water system, producing knee deep water in spots that flood area businesses and cause major damage. Often, flooding is deep enough to close several lanes of the Post Road (US Route 1), resulting in detours around Fairfield Center, affecting 2000 vehicles per hour. Such storms are occurring with increasing regularity and severity.

To address this condition, the Town intends to construct an underground storm water detention and infiltration system on Sherman Green. This system, involving multiple subterranean galleries, would enhance the existing storm water retention capacity, particularly during peak rain events, and help to alleviate flooding conditions. The Town also plans to install additional catch basins, manholes and drainage pipe along Sanford Street and on surrounding streets as well as to address existing utility conflicts, which inhibit storm water flow. The enhanced system and resulting increase in storm water capacity would provide temporary relief to the exiting storm drainage system, which is under tidal influence and flows of Pine Creek and Long Island Sound. Should funding permit, the Town intends to complete additional drainage improvements downstream, consisting of the reconstruction of a tide-gate flap and installation of additional bypass lines to further improve flow and detention capacity. A CTDEEP Certificate of Permission/Permit may be required for this portion of the work only.

Additionally, the Town intends to upgrade the pedestrian sidewalk infrastructure and common areas on Sherman Green, to provide important connections to the adjoining public parking area, businesses and amenities in the downtown area. The proposed improvements are consistent with the recommendations of the Fairfield Bicycles and Pedestrian Master Plan. The new sidewalks would meet current codes including ADA requirements, and address safety concerns as the downtown area continues to see increased utilization and foot traffic.

Lastly, the project will involve landscaping improvements and park amenities to enhance the visual appearance and downtown user experience.

- 2.) How will this project impact and benefit the community? Please include any projected economic impact and job creation or retention estimates.

The proposed project will improve pedestrian safety and connectivity as well as enhance the aesthetic appeal and user satisfaction of the public green space. The proposed project will improve drainage conditions and increase storm water detention capacity, thereby reducing flooding risks in the downtown. The downtown area is home to more than 500 businesses and contributes significantly to the economic vitality of the Town. The project has the support of the Fairfield chamber of Commerce and local business owners.

- 3.) What, if any, planning or design work has begun or been completed on this project?

The Town's Engineering Department has prepared preliminary concept plans for this project.

- 4.) Is the proposed project consistent with the State Plan of Conservation and Development? (Plan detail is available at: www.ct.gov/opm/cdplan.) **YES**

- 5.) Is the proposed project consistent with your local Conservation & Development (C&D) Plan? **YES**

- 6.) Last date local C&D Plan Adopted: **05/03/2011**

- 7.) Will the project require the conversion of lands currently in agricultural use to non-agricultural use?
NO

- 8.) Does the project area contain prime or important agricultural soils that are greater than 25 acres in area?
NO

- 9.) Does this project impact state-owned property (i.e.: state facilities, state roads and/or bridges, state parks, forests or other state-owned land.) If yes, please provide the location and a brief explanation.

The project will likely require a DOT encroachment permit for Post Road (U.S. Route 1) in order to make the necessary drainage improvements and connections to the existing storm water infrastructure.

- 10.) Describe the environmental and social impacts of the proposed project. For example, impacts related to traffic, floodplains, natural resources/wetlands, endangered species, archeological resources, historical structures, neighborhoods, utilities, parks, cemeteries etc. (If necessary, attach response in a separate document.)

No adverse impacts to traffic, floodplains, wetlands, archaeological/historical resources or endangered species are anticipated as a result of this project. The proposed project will improve pedestrian safety and enhance user satisfaction of the public green space. The proposed project will result in improved drainage and storm water retention, thereby reducing flooding risks.

11.) Is this project a phase of a larger plan? **NO**

If YES, please complete a through e below.
If NO, skip to #13.

a.) What phase are you applying for?

b.) How many phases are there in total?

c.) What state agency/agencies administers/administered the previous phase(s)?

Agency Name: or n/a

d.) Who is/was the state agency contact person for this project?

Agency Contact Name: or n/a

e.) Attach additional information regarding the overarching, long-term plan if applicable

Attached: YES or NO

12.) Are you providing Town/Local matching funds for this project?

YES If YES, please detail within Funding Source table below.

13.) **Project Funding – Please indicate whether funds are secured or prospective**

Please complete the following table detailing project funding sources. Examples of the other sources include: other state grants (please specify which), federal grants (please specify which), past STEAP awards used for previous phases of the project (please specify fiscal year), etc. Under uses please indicate estimated costs including, but not limited to, professional services, acquisition, construction, renovation, contingency, etc.

Funding Sources	TOTAL	Secured Amount	Prospective Amount	Anticipated date funds will be secured
STEAP funds from this application if awarded:	300,000		300,000	
Previous STEAP funds from year: 20				
Previous STEAP funds from year: 20				
Previous STEAP funds from year: 20				
Local/Town funds:	30,000	30,000		
Private funds (specify):				
Federal funds(specify):				
Other State funds: (Specify)				
Other funds (Describe): in-kind services	20,000	20,000		
Other funds (Describe):				
Other funds (Describe):				
Total Project Cost:	350,000			
<u>STEAP Fund Use (Project Budget)</u>	<u>TOTAL</u>	<u>Expended to date</u>		
Professional Services:				
Acquisition:				
Construction:	300,000			
Renovation:				
Other (Describe):				
Other (Describe):				
Other (Describe):				
Total Project Cost	300,000			

- 14.) Please detail amounts and types of funds, if any that have been expended to date for this project.
The Town has expended to date approximately \$1,000 in staff time for engineering and preliminary design services related to this project.
- 15.) If this is not part of a multi-phase project, has any work already begun? If yes, please summarize.
The Town's Engineering Department has prepared preliminary concept plans and has developed a detailed cost estimate in support of this grant application request.
- 16.) If this is a multi-phase project, please provide a brief summary of the work completed to date.
Not applicable

- 17.) Should this project be awarded a STEAP grant, how soon after our contract is fully executed, would STEAP funded project work begin?

30 days / 60 days / 90 days/ 90+ days. Indicate answer here →

Work to finalize construction and bid documents would begin immediately; construction would likely commence in the spring/summer 2016.

- 18.) Is there any other relevant information you feel may be helpful, please include it below:
- 19.) Will this project move forward if the requested STEAP funds are not awarded or are awarded only in part? Please explain.
Given the current funding constraints, it is unlikely that this project will move forward this year without a STEAP funding assistance.
- 20.) Was this project not selected in a previous round of STEAP grants? **YES**
- 21.) If other applications, for different projects, for this round of STEAP grants have already been submitted, please list below, in priority order, each of your projects (1 being top priority, 4 being last priority):
- 1.) **Fairfield Ctr. Drainage & Pedestrian Improvements** 3.) **Senior Center Kitchen Renovations**
2.) **Owen Fish Park Improvements** 4.)

Attach the following material:

1. Site location map
2. Property boundary map
3. Two separate real estate appraisals, if land acquisition is proposed. ***Note: STEAP funds cannot exceed the appraised value established in the appraisals**
4. Project plans / concept plans
5. Proposed project schedule and duration of project (or project phase) to be funded by these STEAP funds should they be awarded
6. Project cost estimates supporting the request for funding (if available)
7. List of necessary local, state, and federal permits and approvals required for the project; list the status of each if applicable
8. Environmental site assessments (if applicable)
9. If applicable, any town resolution(s) in support of application for this grant

This page must be read and signed by the Authorized Signatory of the municipality in order for the municipality/project to be considered for STEAP funding.

My signature below, as Authorized Signatory of the Town of **Fairfield**, indicates acceptance of the following and further certifies that:

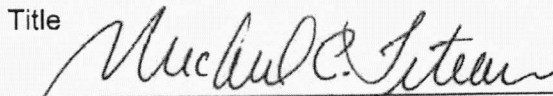
1. I understand that should this grant application be approved I will be required to sign an assistance agreement/contract with the assigned administering agency delineating the terms and conditions of this grant;
2. I will comply with any grant terms and conditions required by the administering agency;
3. I understand that various permits may be required by the administering agency as required by either the Connecticut General Statutes or Connecticut regulations;
4. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
5. I understand that if this project warrants a Connecticut Environmental Policy Act (CEPA) review pursuant to Sections 22a-1 through 22a-1h of the Connecticut General Statutes that I will comply with such an environmental assessment. Further, if a CEPA is required, I understand that there are costs associated with such a review and that the municipality is in a position to continue with the proposed project despite this cost;
6. I understand that this application will be examined by the Intergovernmental Policy Division of the Office of Policy and Management for consistency with the State Plan of Conservation and Development and that I may be contacted if additional information is required for that review;
7. I understand that projects which convert twenty-five or more acres of prime farmland to a nonagricultural use will be reviewed by the Commissioner of Agriculture, in accordance with Section 22-6 of the Connecticut General Statutes; and
8. I will supply the Office of Policy and Management with all documentation supporting my authority to enter into an assistance agreement, including but not limited to applicable certified minutes and by-laws from the town denoting my authority to apply for the grant and the authority to enter into such an agreement should a grant be awarded.
9. I understand that if this application leads to the award of a STEAP grant for this project, that no payment will be made for project expenses incurred prior to the start date or after the end date (as set forth in the fully executed contract), without advance written approval by the administering state agency.
10. I have read, in full, page 1 of this application package, entitled Small Town Economic Assistance Program (STEAP) Guidelines and Application.

Michael C. Tetreau

Authorized Signatory's Name (Please Print)

First Selectman

Title


Signature

Date

Please submit your completed STEAP application and required documents electronically to:

opm.steapapplications@ct.gov



Town of Fairfield

Sherman Green & Downtown

Legend

House Number

Parcels



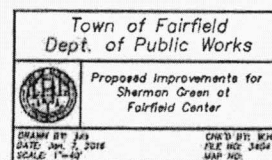
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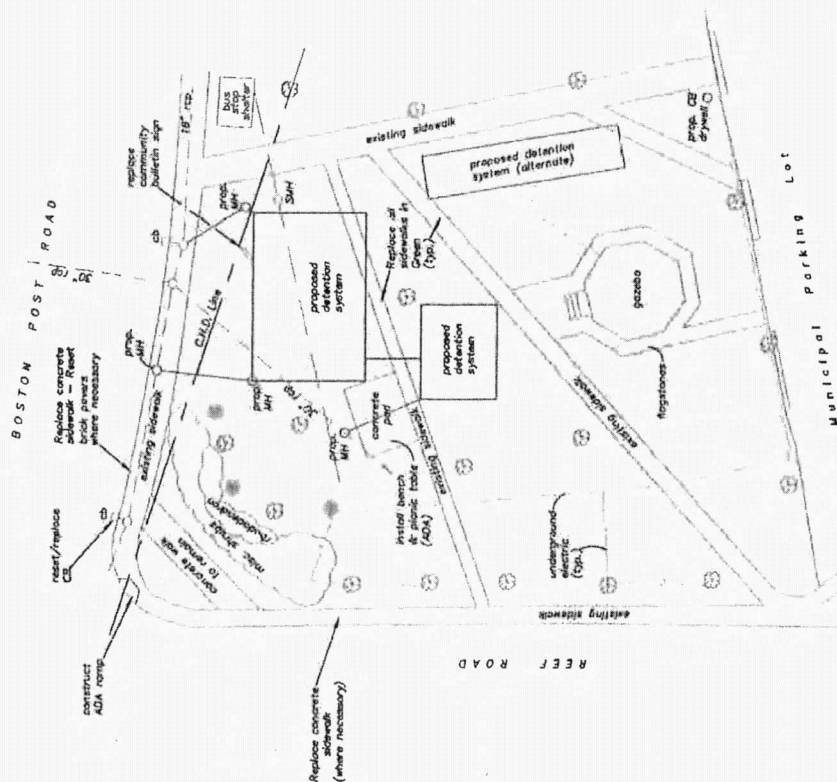


567.8 0 283.90 567.8 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Created by Greater Bridgeport Regional Council

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION





Town of Fairfield
Dept. of Public Works

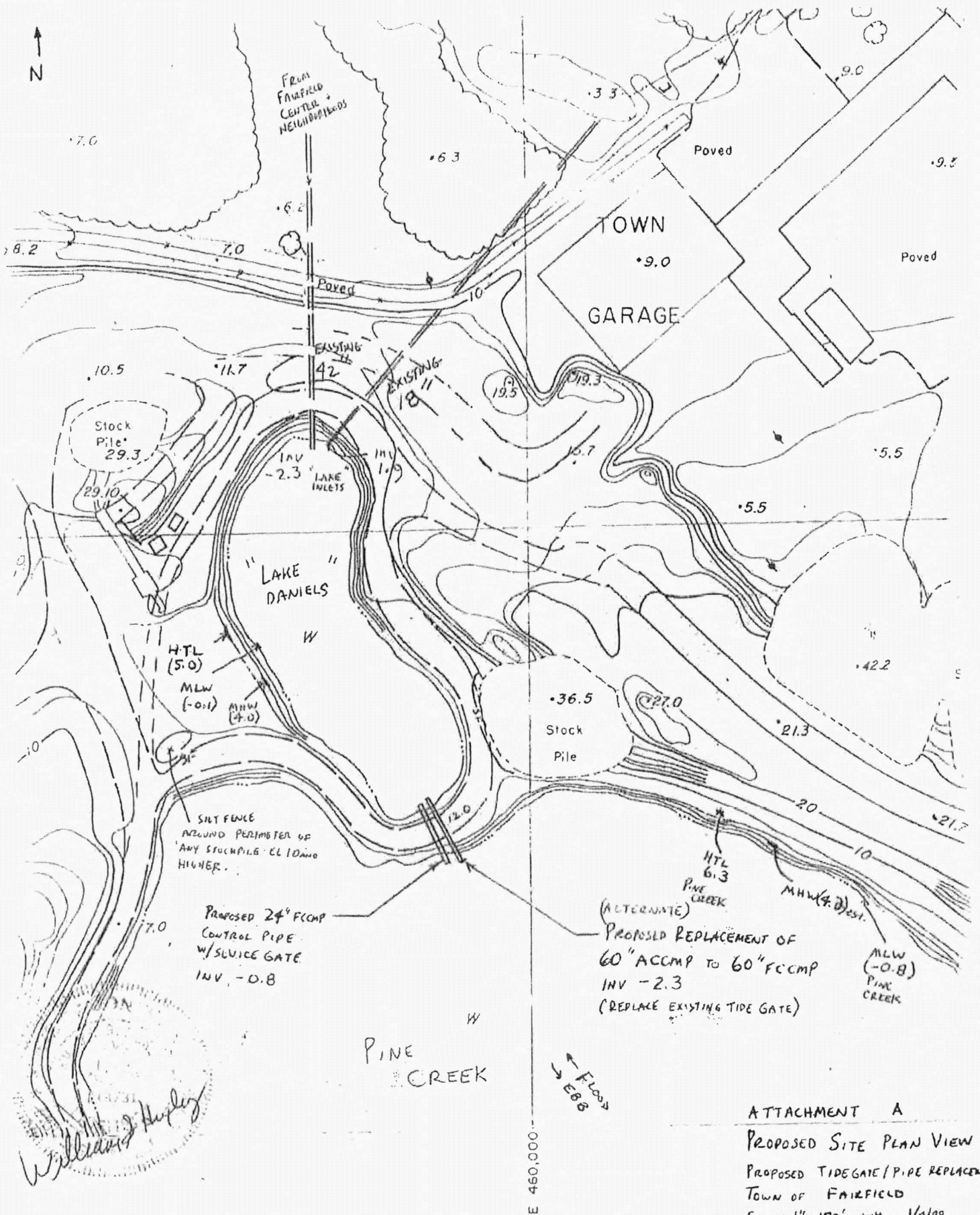


Proposed Site Improvements
for
Sherman Green - Fairfield, CT

DRAWN BY: Julia
DATE: Jan. 7, 2016
SCALE: 1"=20'

CHK'D BY: W.H.
FILE NO:
MAP NO: 1575

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

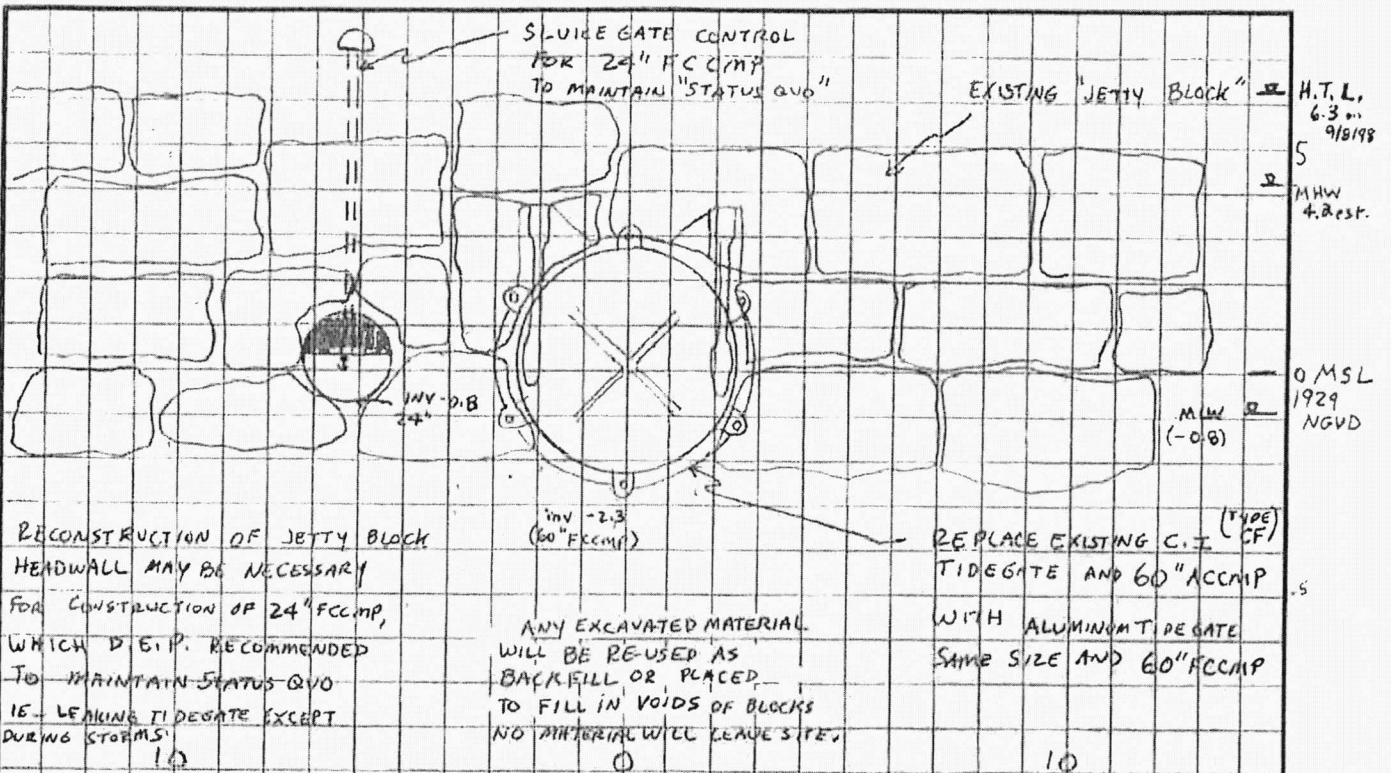


ATTACHMENT A
 PROPOSED SITE PLAN VIEW
 PROPOSED TIDE GATE / PIPE REPLACEMENT
 TOWN OF FAIRFIELD
 SCALE 1" = 100' WH 1/4/99

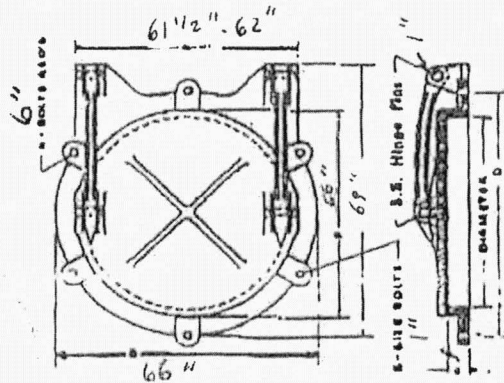
**Town of Fairfield
Engineering Dept.**

Lake Daniels Tidgate C.O.P.
Subject
TOWN OF FAIRFIELD

1/4/99
Date
Whurley
Comp. By
Job No.
Checked By



FRONT VIEW - LOOKING NORTH 1" = 4'



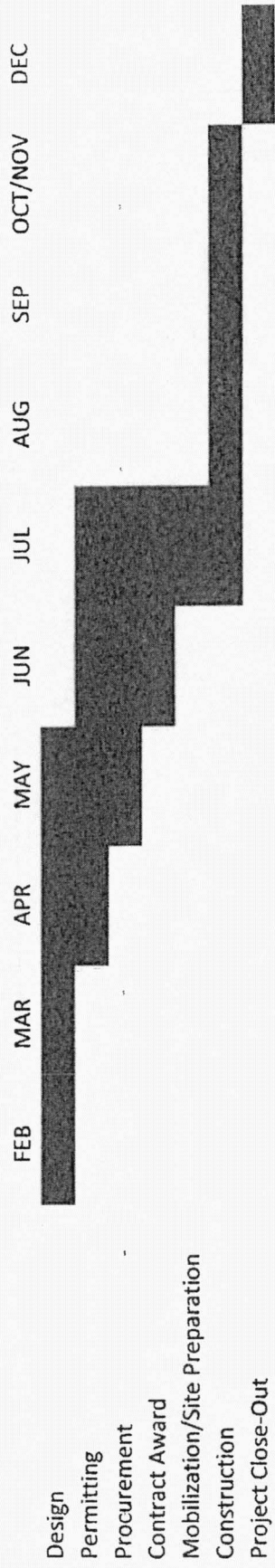
NEENAH
ALUMINUM
TIDE GATE
FLAP
OR EQUAL.
CAST IRON
W/STAINLESS
STEEL
MAY BE SUBSTITUTED

DETAIL

N.T.S.

Lake Daniels C.O.P.
Town of Fairfield
WH 1/4/99

SHERMAN GREEN IMPROVEMENTS PROPOSED PROJECT SCHEDULE



PROPOSED SITE WORK FOR SHERMAN GREEN
Prelim. COST ESTIMATE

Oct-14

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EST. COST</u>
Site Preparation/Mobilization	LS	8000/LS	\$8,000
Concrete Sidewalk Replacement	5100 sf	10/sf	\$51,000
Detention System *	1220 lf	73/lf	\$89,060
Catch Basin/Manholes	20 ea	2500/ea	\$45,000
Downstream Improvements-pipe ,gate	LS	25,000/LS	\$25,000
Pavement Restoration/re-striping	100 tons	\$100/ton	\$10,000
State Permit and tie in	LS	2000/LS	\$2,000
Maintenance and Prot. Of Traffic	160 hrs	77/hr	\$12,320
Utility relocation/asphalt trench/fill	LS	\$30,000	\$30,000
Reset/repair brick pavers	800 sf	12/sf	\$9,600
ADA Ramp	3 Ea.	1500/ea	\$4,500
Landscaping/park amenities	LS	9000/LS	\$9,000
Bike Racks, signs, public info kiosk	LS	5000/LS	\$5,000
Subtotal			\$300,480
10 % Contingencies			\$30,048
Survey/Design plans/Specs/Bid #			\$10,000
Inspection and Testing #			\$10,000
# = in kind services			
TOTAL			\$350,528

* Detention consists of approx 1220
LF of rechargers, 100 lf of
4 inch PVC internal piping and
12 in. RCP/HDPE connections
3/4 in stone req. (106 CY@30/cy)
alternate=drywells or combination
of structures.

Sherman Green Improvements
List of Applicable Permits

No federal permits are anticipated for this project. A State DOT encroachment permit is anticipated for connections to the existing storm water/drainage lines located within U.S. Route 1 (Post Road), and will be obtained by the Town prior to construction.

If funding allows for drainage improvements downstream, additional piping or repairing a tide flap gate; OLSIP certificate or permit may be required. This however would not affect the rest of the project and would be bid as an add –alternate item in the contract.

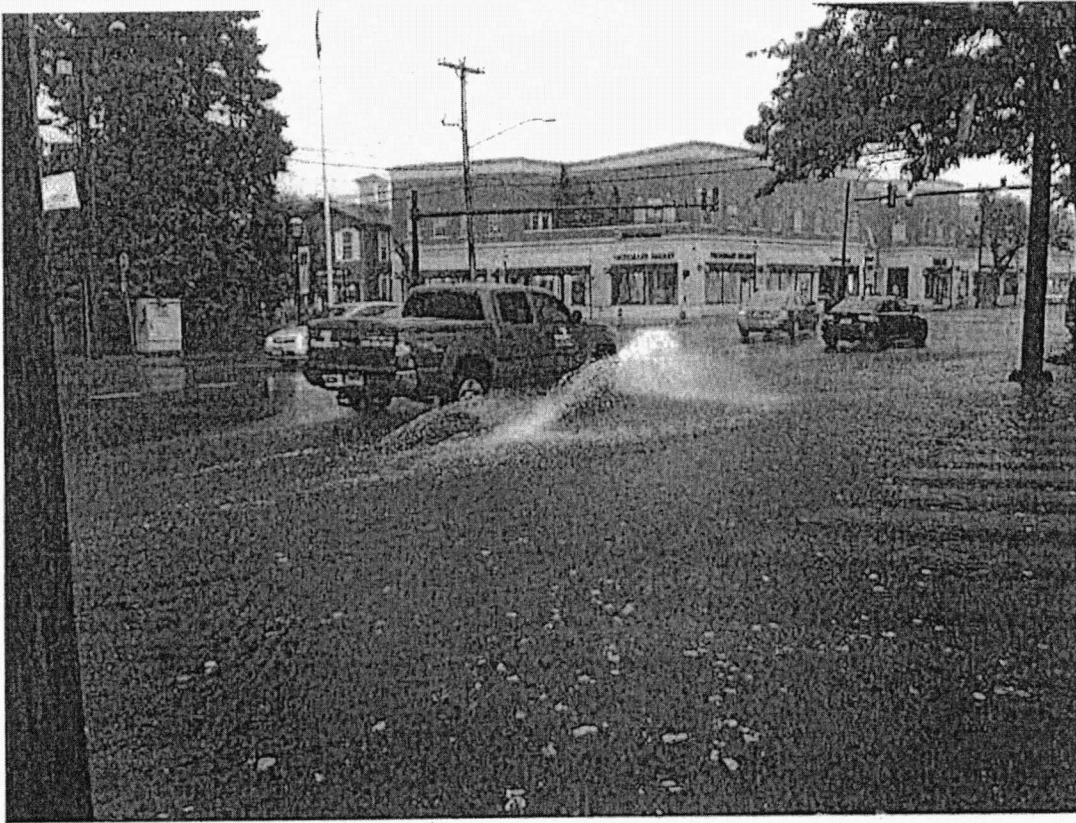


Exhibit 1: Typical flooding on Post Road in vicinity of Sanford Street and Sherman Green after rain event on August 11, 2015.



Exhibit 2: Cars attempting to navigate flood waters on Post Road (US Route 1) after rain storm event on August 11, 2015.



Exhibit 3: Flooding at intersection of Post Road and Sanford Street after rain storm event of August 11, 2015.



Exhibit 4: Localized flooding on Sanford Street between Fairfield Train Station and Post Road after rain storm event on July 14, 2015.



Exhibit 5: Close-up of vehicles partially submerged on Sanford Street in downtown Fairfield after rain storm event on July 14, 2015.

To: The Chair and Members of the State Bonding Commission:

Please approve Fairfield's application for flooding remediation funding in Fairfield Center along Route 1.

The flooding during heavy rain represents a significant danger to our investments including basements, floors and business inventory.

It also represents a danger to our customers and clients as well as commuters walking to and from the train station, especially older folks. Additionally, there are three schools and a public library within as many blocks and many of the children walk around the downtown with their heavy backpacks. SUV's and Trucks speed through the floods and make waves that could knock someone down. The water itself is probably unsanitary.

Please grant the Town's application. Thank-you.

Name

Business

Home Address

Mary Burke Property Owner 41 Spruce St, Stratford

David Pollack " " 123 Inwood Rd. Fairfield CT

Wm Burke Attorney 245 Unquowa Rd, FF50, Fairfield

James M. Hughes Attorney 166 Lally Blvd, Fairfield CT 06824

Polly Bonow Applicable
Appliance 10 Sanford St FF10, Wre
413 Lally Blvd FF10

Chris McKel " 205 GARDEN Rd Wre

Mary Scasino LA MODA 1434 POST RD FF10 CT

~~John J. Lawrence~~ Park Lane 1430 Post Rd. FF10

~~John L.~~ Park Lane 1430 Post Road

Quinn Barber Strull 1426 Post Rd



WWW.FAIRFIELDCTCHAMBER.COM

Fairfield Chamber of Commerce, Inc.

November 4, 2014

Mr. Mark Barnhart
Director of Community & Economic Development
611 Old Post Road
Fairfield, CT 06824

Dear Mark,

The Fairfield Chamber of Commerce supports the application of the Town of Fairfield for funding through the Small Town Economic Assistance Program (STEAP) to make much-needed drainage and pedestrian improvements in Fairfield Center in and around Sherman Green. These improvements will help alleviate flooding conditions during severe rainfall events that have impacted several small shops and local businesses, and provide a much safer and more visually appealing pedestrian environment.

In closing, we look forward to these improvements which will also have a positive impact for those businesses and retailers in the surrounding area.

Kind Regards,

Beverly A. Balaz
Executive Director



Fairfield Fire Department

140 Reef Road
Fairfield, CT 06824-5997

Denis McCarthy
Fire Chief

(203) 254-4713
Fax (203) 254-4724
dmccarthy@fairfieldct.org

September 29, 2016

Fairfield Board of Selectmen
725 Old Post Rd
Fairfield, CT 06824.

Request:

That the Fairfield Board of Selectmen approve on behalf of the Fairfield Fire Department, a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) in the amount of \$149,114 with a local match of 10% or \$14,991 for a total project cost of \$164,025 to purchase firefighter safety equipment and emergency medical service equipment.

Background:

The Fire Department has applied for and has been approved to receive an AFG grant. We have attached the finance department's '14 points' required for capital equipment purchases which details the particulars of the grant. This summary also details the value and benefit of the equipment which will propose to purchase under the AFG grant.

Approval by the Board of Selectmen is the first of three steps including the Board of Finance and the Representative Town Meeting to accept the grant and your prompt action on this request will be greatly appreciated.

Chief Denis McCarthy
Fairfield Fire Department

14 points for acceptance of 2016 AFG grant

This grant covers two (2) project areas:

- Firefighter Personal Escape Systems - \$87,025
- Cardiac Compression Devices: \$77,000

Federal Share: \$149,114

Town Share (10% match): \$14,911

Total Grant Value: \$164,025

1. Background-

The purpose of this request is to secure a Federal Assistance to Firefighters grant award \$164,025 from FEMA to enhance the safety of the firefighters and make Fairfield a safer community for our residents and visitors.

The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments. Since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training and other resources needed to protect the public and emergency personnel from fire and related hazards. This federal grant program is extremely competitive nationwide and only funds a portion of the grant requests submitted based on demonstrated local need and alignment with national funding priorities to increase firefighter safety.

The Fairfield Fire Department has benefitted many times from this federal grant program valued at over \$1M to purchase firefighting protective clothing, self-contained breathing apparatus, training simulators and fire station sprinkler systems.

In 2015, the Fairfield Fire Department submitted a grant request to address two program areas identified as high priorities both by the department and FEMA. The first priority is to increase the safety of firefighters operating inside or on top of burning buildings above 2 stories in height by issuing them a personal safety escape system. The system has become standard issue for many new firefighters in other jurisdictions. Due to the high costs of the systems, the Fairfield Fire Department has pursued federal funding for the purchase of these systems for the past 3 years. The second project area will increase the life-saving capabilities of firefighters with the purchase and deployment of cardiac compression devices for people in cardiac arrest. These devices will improve the quality and effectiveness of CPR and have been shown to result in significantly higher CPR save rates in patients suffering a cardiac event.

2. Purpose and Justification-

Personal Escape Systems

Firefighter personal escape systems, also known as a "bailout kits," are one of the latest safety devices to be developed to protect firefighters while operating inside buildings greater than 2 stories tall. Based on research from our department's safety committee and in coordination with neighboring fire departments, we have identified a significant safety gap in our level of personal protective clothing. The need for this equipment has been highlighted due to the tragic events of December 2003 in Greenwich CT where 3 Firefighters were injured when they were forced to jump from a 3rd story window and again on January 23rd, 2005 when firefighters in NY were searching the floor above the fire when fire quickly extended to the floor they were on. Two members were killed and others were significantly injured due to the fall. As a result of these incidents, NIOSH has concluded that Fire Departments "should provide firefighters with the appropriate safety equipment, such as escapes ropes, and associated training in jurisdictions where high-rise fires are likely". Since this event, New York State has even passed a law (NYS LAW 800.7) requiring every firefighter to have a personal escape system. A firefighting definition of a "high-rise" is any building that is out of reach of ladders due to construction, location or topography.

Cardiac Compression Devices

The Fairfield Fire Department [FFD] is the primary first responder for all medical, fire and rescue emergencies in the Town and has been recognized as a Heartsafe Community. In 2015, department and hospital response data documented 80 cardiac arrest patients that were transported by ambulance to an emergency room with support of a Fairfield Firefighter/EMT performing chest compressions enroute to the hospital. This project will place a cardiac compression device in each of our 5 fire stations on fully staffed fire apparatus for rapid response to medical emergencies on a 24 hour basis throughout our entire service area. Without a local hospital in our community (house to hospital travel times approx. 15-20 minutes) and due to changes in CPR (increasing compression rates to 120 compressions per minute), these devices will ensure proper and consistent compressions are being delivered to the patient during all aspects of patient packaging, extrication and transport. The addition of this tool will make CPR delivery safer on scene and in the back of moving ambulances allowing personnel to be seat belted during transports and will reduce the risk of injury from this activity.

3. Detailed Description of Proposal-

Personal Escape Systems

The department will purchase a class 2 seat harness for each certified firefighter in the department to be incorporated into their fire gear, totaling 98 harnesses. We will also purchase an NFPA-approved bailout kit consisting of 50 ft. of life safety rope, Crosby style anchor hook with an approved manual descent device. Additionally, we are requesting funds to purchase 23 bailout kits (ropes/webs - no harnesses) to be used for training purposes. The department will contract with an approved training vendor to provide each firefighter with hands on



training on how to use these kits under emergency conditions. The classes will be provided to all members when they are on duty at no additional OT cost.

Total cost of bailout project: \$87,025

Hardware to be issued to all certified firefighters: \$63,700

- 98 Class II Harnesses @\$275.00/ea = \$26,950
- 98 Personal safety/escape systems x \$375.00/ea = \$34,300

Training: \$23,325

- 98 Contracted training class registration x \$150/firefighter = \$14,700
- 23 Reusable training personal safety/escape systems x \$375.00/ea = \$8,625

Cardiac Compression Devices

The department has evaluated the current market and determined the LUCAS 2 Chest Compression System manufactured by Physio Control to be the most appropriate for our community. Utilizing a field removable battery system and operation times of up to 45 minutes per charge will allow for proper utilization and performance during most cardiac arrest situations. The system is programmable to adapt to changes in medical care guidelines and provides consistent and continuous cardiac compressions throughout the incident.



Total cost of CCD project: \$77,000

- 5 battery controlled Cardiac Compression Devices [CCD] with spare battery and chargers– estimated cost per unit \$15,400

4. Reliability of Cost Estimate-

On a scale of 1 to 10, the reliability of this estimate is a 9.0 based on estimates in early 2015.

5. Increased Efficiency and Productivity-

Personal Escape Systems

Personal safety/bail out systems are similar to how police view bullet proof vests. A police officer can go an entire career and never be shot at but they are still required to wear a vest for personal safety. It is the same situation for the fire department in regards to RIT and self-rescue systems. Firefighters hope to never need or use them but must have ready and rely on them to ensure our personnel's safety. We have thousands of buildings greater than 2 stories and hundreds over 3 stories in height. Triple decker balloon frames,

condominiums and high rise residential buildings are increasing in number. Both universities in town have undertaken large capital programs and are increasing the number of high-rise buildings on campus due to limited available land suitable for construction and without paying taxes to the local town to offset the cost of needed equipment. The impact of this grant request is measured in much more than just dollars. The confidence and trust that firefighters have in their equipment is directly tied to their efficiency and capabilities on the fireground. Providing this equipment will provide peace of mind to firefighters preparing to fight a fire and will allow them to focus on the tasks at hand knowing that they have a last chance option if trapped above a fire.

Currently, if a firefighter becomes trapped above a fire in rapidly deteriorating conditions, the options are extremely limited. RIT can be activated almost immediately but the reflex time to effect a rescue can vary on the situation. With the rapidly changing coastline including the raising of homes to 3 and 4 stories in height, the need for this equipment is critical. History has shown that most firefighters will jump from elevation before they burn to death, with or without a rope. The addition of bailout systems will provide our firefighters with an additional, safer option of self-rescue. It gives us the chance to go home at the end of our shift to our families.

The impact of this grant will be significant and directly improve the safety and protection of our firefighters and the public we are sworn to protect.

Cardiac Compression Devices

The benefits provided by the purchase and use of Chest Compression Devices [CCD] would be shared by the members of the Fairfield Fire Department [FFD] as well as the communities we serve both primary and through mutual aid. Studies have proven that the use of CCDs is safe, effective and highly reliable. CCDs are designed to ensure effective, quality compression will be delivered. A CCD helps to minimize pauses during CPR as compressions can continue while other procedures, e.g. defibrillation, are being done. Consistent cardiac compression profoundly increases the victim's chances of survival.

Members of the FFD would be well served by eliminating the current practice of performing manual chest compressions in compromising and unsafe situations. As cardiac arrest is the leading cause of firefighter deaths nationwide annually, these devices will provide the maximum benefit to firefighters at emergency scenes that may suffer a sudden cardiac event. The citizens we serve will benefit from more consistent and effective compressions, always 2 inches in depth, at a rate of at least 120 beats per minute, with full recoil of the chest and fewer interruptions, leading to increased survival. The effectiveness of emergency crews will be improved as the use of a CCD relieves one rescuer from performing manual chest compressions allowing him/her to perform other critical tasks and support family members during their crisis.

6. Additional Long Range Costs-

Personal Escape Systems

The anticipated life expectancy of a personal escape system is between 10 and 15 years depending on wear and use. The purchase of training systems will allow members to practice the skills while not wearing out their primary rescue systems. Components can be replaced individually as needed following routine inspections. The department would study and develop a replacement plan so as to avoid a complete replacement situation. The bail out kits will become standard issue for all new firefighters and incorporated into their initial gear purchase.

Cardiac Compression Devices

The Lucas 2 cardiac compression device is the latest generation rescue device on the market and there is no long term data available at this time. Other similar devices continue to operate in emergency services but this is a significant improvement over previous versions. Following a review of the program and its impacts on patient survivability, the department will most likely pursue acquisition of three (3) additional units to be placed on all manned fire apparatus and maintain a reserve unit for maintenance and repair at a future date.

7. Additional Use or Demand-

Personal Escape Systems

While the primary purpose of the system is for self-rescue from elevation, the body harness can be used in many other rope rescue situations and will aid personnel in removing a downed firefighter that is found unconscious inside a building. Firefighters in neighboring departments' already have this equipment and this purchase will bring Fairfield up to the local standard.

Cardiac Compression Devices

Other departments that have acquired these devices have reported significant increases in victim survivability. The quality and effectiveness of CPR is so efficient that fire departments' have noted that hospital continue to use the devices while treating the patient in the emergency room freeing up a nurse or firefighter from manual chest compressions.

8. Alternatives to This Request-

This request represents the best alternatives for the department at a greatly reduced cost to the town.

The personal escape systems are becoming required equipment by firefighters. OSHA requires that personnel be protected from known hazards and the increase in building heights across the town is increasing the risk to firefighters. Some members of the department have made personal purchases of different harnesses types and styles of ropes to enhance their safety but inconsistency and lack of standardization and maintenance are concerns to the department. This was the department's third attempt at federal funding for this project. If the matching funds are not approved, the department will be looking to add the full amount into the next department budget.

The alternative to purchasing the cardiac compression devices is to continue to assign firefighters to perform manual chest compressions on patients from the scene of the call to the hospital while unrestrained in the back of a moving ambulance. This will expose personnel to increased risk of injury and the town to increase injury leave and potential workers compensation costs.

9. Safety-

The impact of this grant will be significant and directly improve the safety and protection of our firefighters and the public we are sworn to protect. Both projects are listed as high funding priorities by FEMA.

10.Environmental Considerations-

Not applicable

11. Insurance-

Not applicable

12. Financing-

The period of performance is one year from the award date which is August 20, 2016. The local match will be sourced from two accounts: \$13,000 will be expended from the Fire Department Rescue Truck Capital Account 22809010-57000-015T9 and \$1,911 will be expended from Fire Department Operating Budget Account 56140.

13.Other Considerations-

This grant requires only a 10% match to fully fund both project areas completely. This grant is fiscally responsible and addresses critical safety needs of firefighters, will potentially reduce the exposure to injuries and associated workers compensation costs and greatly enhances the survivability of cardiac arrest patients in the community.

14.Approvals-

Board of Selectmen, Board of Finance, RTM

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Scott Bisson
Fairfield Fire Department
140 Reef Road
Fairfield, Connecticut 06824-5997

Re: Award No.EMW-2015-FO-03316

Dear Mr. Bisson:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Assistance to Firefighters Grant has been approved in the amount of \$149,114.00. As a condition of this award, you are required to contribute a cost match in the amount of \$14,911.00 of non-Federal funds, or 10 percent of the Federal contribution of \$149,114.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "B. E. Kamoje", with a stylized flourish at the end.

Brian E. Kamoje
Assistant Administrator for Grant Programs

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application**

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2015-FO-03316
GRANTEE: Fairfield Fire Department
DUNS NUMBER: 602123622
AMOUNT: \$164,025.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

20-AUG-16 to 19-AUG-17

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$149,325.00
Supplies	\$0.00
Contractual	\$14,700.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
State Taxes	\$0.00
Total	\$164,025.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist

Ramesa Pitts at Ramesa.Pitts@dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist Ramesa Pitts at Ramesa.Pitts@dhs.gov.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2015-FO-03316	2. AMENDMENT NO. 0	3. RECIPIENT NO. 06-6001998	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX02311N2016T
6. RECIPIENT NAME AND ADDRESS Fairfield Fire Department 140 Reef Road Fairfield Connecticut, 06824-5997	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Marketa Walker	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Scott Bisson	PHONE NO. 2032544715	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 20-AUG-16	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:20-AUG-16 To:19-AUG-17	

Budget Period
From:01-OCT-15 To:30-SEP-16

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX- XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
AFG	97.044	2016-F5-C111-P4310000- 4101-D	\$0.00	\$149,114.00	\$149,114.00	\$14,911.00
TOTALS			\$0.00	\$149,114.00	\$149,114.00	\$14,911.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is, subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Marketa Walker

DATE
08-AUG-16

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