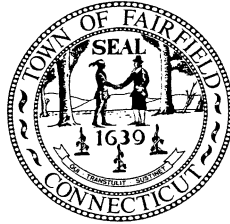


2019 ANNUAL REPORT



Affordable Housing Committee Town of Fairfield

**Cynthia Sammarco, Chair
Solomon Briks
Vikki Cooper
Walter Donne
Stephen Grathwohl
Nancy Lyons
Gerry Stuhlman
Gretchen Goethner, Recording Secretary**

February 2019

2019 ANNUAL REPORT
Affordable Housing Committee

The mission of the Affordable Housing Committee (AHC) is to promote a full range of housing choices for households of all incomes and ages in the Town of Fairfield.

During the past year, the Affordable Housing Committee:

- Worked with the Fairfield Representative Town Meeting to enact an ordinance establishing a dedicated **Affordable Housing Trust Fund**. The ordinance was adopted by unanimous voice vote on March 26, 2018, and provides yet another tool with which to help facilitate the development of affordable housing in Fairfield.
- Reviewed and provided written comments to the Town Plan & Zoning Commission (TPZ) on a proposed 160-unit, mixed use, transit-oriented development known as Trademark II. The proposed project was subsequently approved by TPZ, and is expected to break ground this spring.
- Reviewed and provided written comments to the TPZ on a proposed 90-unit development situated at 333 Unquowa Road, including, but not limited to, the applicant's affordability compliance plan. The proposed project was later approved by TPZ, and construction is expected to commence this spring.
- Provided written testimony on a proposed 13-unit "set aside" development located at 1675 Post Road that was submitted pursuant to Section 8-30g of the Connecticut General Statutes.
- Worked with the TPZ to adopt an inclusionary zoning fee of 0.5% on new construction and building additions. The new fee took effect on October 1, 2018, and in the first three months, had raised \$78,232.44. See Exhibit B.
- Continued to monitor progress toward accumulating sufficient housing unit equivalency points (HUEP) to seek a temporary moratorium. See Exhibit A.
- Assisted Fairfield Senior Advocates in conducting a housing workshop on May 23rd.
- Reviewed annual compliance reports submitted on behalf of housing developments subject to this reporting requirement.
- The AHC continued work on the following additional goals which the AHC plans to pursue in 2019:
 - Possible amendments to zoning regulations to increase the inclusionary "set aside", particularly in areas where the Town has allowed greater density around transit nodes.
 - Developing an application for those seeking funding from the Housing Trust Fund for affordable housing projects.

Exhibit A

	HUEP Required	Estimated HUEP	GAP
Dwelling Units per Census = 21,648	433.0	334.5	98.5
	Existing	In Progress	Total
Governmentally Assisted	134.0	0.0	134.0
Deed Restricted Ownership	44.5	0.0	44.5
Deed Restricted Rental	50.0	0.0	50.0
Set Aside Developments	87.5	16.0	103.5
Inclusionary Zoning Units	18.5	40.5	59.0
	334.5	56.5	391.0

Exhibit B

The Housing Trust Fund was established by ordinance in March of 2018. As of December 31, 2018, the Housing Trust Fund had a balance of \$78,232.44. No funds have been disbursed from the Fund.

Exhibit C

<u>Key Statistical Data</u>	2000	2010	2018	% Chnge¹
Population	57,340	59,404	61,611	3.7%
Average Household Size	2.61	2.69	2.8	
Median Household Income	\$83,512	\$106,767	\$127,746	19.6%
Median Sales Price of a SF Home	\$343,750	\$520,000	\$630,000	21.2%
Sales Price to Income Ratio	4.1	4.9	4.9	
Number of Residential Sales	795	605	730	20.7%
Number of Residential Sales < \$300,000	272	61	39	(36.1%)
% of Residential Sales < \$300,000	34.2%	10.1%	5.3%	
Total Number of Housing Units	21,029	21,430	21,648	0.1%
Percentage of Affordable Units (DECD) ²	2.71%	2.21%	2.25%	

¹ This column measures the percentage change between 2018 and 2010.

² In developing the Affordable Housing Appeals List, the Department of Economic & Community Development (DECD) counts only governmentally assisted housing, rental housing occupied by persons receiving rental assistance, housing financed by the CT Housing Finance Authority (CHFA) and deed-restricted properties. For a complete description of this program or to see how other towns rank in comparison to Fairfield, please see <http://www.ct.gov/ecd>.

Town of Fairfield
FINANCE DEPARTMENT
725 Old Post Road
Fairfield, Connecticut 06824
(203) 256-3065 (Office)
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rmayer@ fairfield.ct.org

January 16, 2019

Attached please find documents pertaining to Non-Recurring Capital – FY20.

INDEX

Non-Recurring Capital Projects FY20 and Associated Bond Issuance	EXHIBIT 1
Comparison of <u>Town</u> January 2019 Non-Recurring Capital Requests to the September 2018 Capital Plan Workshop for FY20	EXHIBIT 2
Comparison of <u>BOE</u> January 2019 Non-Recurring Capital Requests to the September 2018 Capital Plan Workshop for FY20	EXHIBIT 3
Debt Service as a % of Budget	EXHIBIT 4
Schedule of Outstanding Debt - Bonds	EXHIBIT 5
14 Points Town and BOE – Non-Recurring Capital Projects FY20	VARIOUS
Bond Resolutions	VARIOUS

TOWN OF FAIRFIELD
NON-RECURRING CAPITAL PROJECTS AND ASSOCIATED BOND ISSUANCE
FOR FISCAL YEAR 2019/2020

EXHIBIT 1

AMENDED

1/25/2019

	Department	Project
1	DPW	Southport Sidewalk Connectivity
2	DPW	Grasmere Ave. Pedestrian Improv. Design
3	DPW	Congress Bridge Repair Over Mill River
4	DPW	Brookside Dr. Bridge Design
5	Park & Rec	Golf Course Renovation
6	Comm. & Ec. Develop.	Stratfield Pedestrian Streetscape & Improv.
SUBTOTAL NON-RECURRING CAPITAL - TOWN:		

20 Year Bond	GRAND TTL.
PRESENTED BY DEPT.	PRESENTED BY DEPT.
Amount	Amount
\$460,000	\$460,000
\$200,000	\$200,000
\$180,000	\$180,000
\$350,000	\$350,000
\$100,000	\$100,000
\$750,000	\$750,000
\$2,040,000	\$2,040,000

BOARD OF EDUCATION

		10 Year Bond	15 Year Bond	20 Year Bond	GRAND TTL.
		PRESENTED BY DEPT.	PRESENTED BY DEPT.	PRESENTED BY DEPT.	PRESENTED BY DEPT.
	School	Project	Amount	Amount	Amount
1	Districtwide	I.T. Switch Replacement Project - Phase Two	\$581,755		\$581,755
2	Districtwide	I.T. Server Network Isolated Communication HVAC Controls		\$275,000	\$275,000
3	Districtwide	Security and Safety Infrastructure - Phase Five		\$350,000	\$350,000
4	Dwight Elem. School	HVAC BMS Controls Upgrades		\$200,000	\$200,000
5	Fairfield Ludlowe H. S.	Tennis Courts Replacement		\$550,000	\$550,000
6	Fairfield Warde H. S.	Fitts House HVAC RTU Replacement - 50 ton # 1		\$300,000	\$300,000
7	Tomlinson Middle School	Flooring Replacement Project		\$440,000	\$440,000
SUBTOTAL NON-RECURRING CAPITAL - BOE:		\$581,755	\$915,000	\$1,200,000	\$2,696,755

GRAND TOTAL NON-RECURRING CAPITAL:	\$581,755	\$915,000	\$3,240,000	\$4,736,755
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EXHIBIT 2
AMENDED

	<u>\$ Difference</u>
(1) On both at same amount	\$ -
(2) Project delayed until FY21	\$ (150,000.00)
(3) Move & Increase: Project proposed on Non-Recurring Capital plan under FY19 for \$450,000 - requested now for FY20 for \$460,000	\$ 460,000.00
(4) Move: Project proposed on Non-Recurring Capital plan under FY19 for \$200,000 - requested now for FY20 for \$200,000	\$ 200,000.00
(5) Increase: Project proposed on Non-Recurring Capital plan under FY20 for \$300,000 - requested now for FY20 for \$350,000	\$ 50,000.00
(6) Move from Capital to Non- Recurring Capital & Decrease: Project proposed on Capital Plan for FY20 for \$1,000,000 - requested now for \$750,000 as NRC	\$ 750,000.00
	<u>\$ 1,310,000.00</u>

TOWN OF FAIRFIELD
Comparison of Board of Education January 2019 Non-Recurring Capital Requests to September 2018 Capital Plan Workshop Plan for FY20

EXHIBIT 3
AMENDED
1/25/2019

BOE

JANUARY 2019

PROPOSED TO BOS - NON-RECURRING CAPITAL - 1-16-2019

<u>School</u>	<u>Project</u>	<u>2019/2020</u>
(1) Districtwide	I.T. Switch Replacement Project - Phase Two	\$581,755
(1) Districtwide	I.T. Server Network Isolated Communication HVAC Controls	\$275,000
(1) Districtwide	Security and Safety Infrastructure - Phase Five	\$350,000
(1) Dwight Elem. Sch.	HVAC BMS Controls Upgrades	\$200,000
(1) Fairfield Ludlowe H.S.	Tennis Courts Replacement	\$550,000
(1) Fairfield Warde H.S.	Fitts House HVAC RTU Replacement - 50 ton # 1	\$300,000
(3) Tomlinson Midd. Sch.	Flooring Replacement Project	\$440,000
SUBTOTAL NON-RECURRING:		<u><u>\$2,696,755</u></u>

SEPTEMBER 2018

PROPOSED - CAPITAL PLAN WORKSHOP - 9-17-2018

<u>School</u>	<u>Project</u>	<u>2019/2020</u>
(1) Districtwide	I.T. Switch Replacement Project - Phase Two	\$581,755
(1) Districtwide	I.T. Server Network Isolated Communication HVAC Controls	\$275,000
(1) Districtwide	Security and Safety Infrastructure - Phase Five	\$350,000
(1) Dwight Elem. Sch.	HVAC BMS Controls Upgrades	\$200,000
(1) Fairfield Ludlowe	Tennis Courts Replacement	\$550,000
(1) Fairfield Warde H.	Fitts House HVAC RTU Replacement - 50 ton # 1	\$300,000
(2) Stratfield Elem. Sc	Roof Project	\$85,000
(2) Walter Fitzgerald	Relocation Project	\$200,000
SUBTOTAL NON-RECURRING:		<u><u>\$2,541,755</u></u>

DIFFERENCE: \$155,000

\$ Difference

(1) On both at same amount	\$ -
(2) Removed	\$ (285,000.00)
(3) New	\$ 440,000.00
	<u><u>\$ 155,000.00</u></u>

**Town & WPCA
Debt Service as a % of Budget
(In Thousands)**

<u>Fiscal Year</u>	<u>Budget (1)</u>	<u>Town Debt Service Payments (2)</u>	<u>Town Debt Service as a % of Budget</u>	<u>WPCA Debt Service Payments (3)</u>	<u>Town & WPCA Debt Service as a % of Budget</u>
2012/2013	\$272,283	\$25,930	9.52%	\$0	9.52%
2013/2014	\$278,466	\$27,658	9.93%	\$0	9.93%
2014/2015	\$284,963	\$27,323	9.59%	\$0	9.59%
2015/2016	291,220	\$24,646	8.46%	\$0	8.46%
2016/2017	293,510	\$23,577	8.03%	\$0	8.03%
2017/2018	298,492	\$24,738	8.29%	\$0	8.29%
2018/2019	305,192	\$25,182	8.25%	\$0	8.25%
2019/2020	311,296	\$25,408	8.16%	\$100	8.19%
2020/2021	317,522	\$26,872	8.46%	\$799	8.71%
2021/2022	323,872	\$27,858	8.60%	\$2,488	9.37%
2022/2023	330,350	\$24,451	7.40%	\$3,311	8.40%
2023/2024	336,957	\$21,460	6.37%	\$4,045	7.57%
2024/2025	343,696	\$21,930	6.38%	\$4,024	7.55%
2025/2026	350,570	\$22,316	6.37%	\$4,003	7.51%
2026/2027	357,581	\$19,922	5.57%	\$3,985	6.69%

(1) FY13 through FY19 represent approved budget figures. FY20 through FY27 estimated increase by 2.0% per year for each subsequent fiscal year

**(2) Source: Total Debt Service Payments - FY13 through 2027: Capital Planning (Phoenix Advisors)
Waterfall Schedule dated September 2018**

**(3) Source: Aggregate Debt Service Payments - WPCA: FY19 through 2027 (Phoenix Advisors)
Schedule dated September 2018**

Town of Fairfield
Schedule of Outstanding Debt - BONDS
Principal Only

EXHIBIT 5

	CURRENT OUT- STANDING (excl CWF)	NEW BONDS	PRINCIPAL PYMTS	ENDING BALANCE
FY19	\$200,406,000 *	\$0	\$16,070,000	\$184,336,000
FY20	\$184,336,000	\$15,046,755	\$16,860,000	\$182,522,755
FY21	\$182,522,755	\$12,000,000	\$17,782,338	\$176,740,417
FY22	\$176,740,417	\$12,000,000	\$18,562,338	\$170,178,080
FY23	\$170,178,080	\$12,000,000	\$17,342,338	\$164,835,742
FY24	\$164,835,742	\$8,000,000	\$14,897,338	\$157,938,404
FY25	\$157,938,404	\$8,000,000	\$15,377,338	\$150,561,066
FY26	\$150,561,066	\$8,000,000	\$15,837,338	\$142,723,729
FY27	\$142,723,729	\$8,000,000	\$13,707,338	\$137,016,391
FY28	\$137,016,391	\$8,000,000	\$14,122,338	\$130,894,053
FY29	\$137,016,391	\$8,000,000	\$12,892,338	\$132,124,053

* Beginning balance as of September 1, 2018

FOURTEEN POINTS OF INFORMATION AND JUSTIFICATION FOR THE SOUTHPORT CONNECTIVITY PEDESTRIAN IMPROVEMENTS PROJECT GRANT FUNDING

Total project Costs = \$ 460,000

Design costs = \$ 100,000 to be bonded

Grant- paid up front = \$ 360,000 paid to Town before Construction.

\$ 100,000-estimated design costs non-reimbursable and would have to be bonded or funded. Note: up to \$ 360K is awarded to the Town as an upfront payment based on contract bid opening plus 10% - 20% contingencies. Award is capped at \$ 360 K paid upfront so no bonding for Construction portion is necessary, however Town boards would have to formally approve accepting the Grant and spending up to \$ 460,000.

1. **Background:** The Southport Connectivity Pedestrian Improvements project timeline is currently awaiting the official Commitment to Fund Letter being mailed out the first week of January. Next would be the consultant selection design phase. The Town was one of about a dozen municipalities to be selected for this grant. Design can start once Commitment to Fund Letter is signed by Town and State. Construction is planned for Spring 2020. The project involves new concrete sidewalks, curbs, pedestrian signals, traffic calming bulbouts, ADA compliant ramps, and turf establishment.

The Community Connectivity Grant program involves Municipalities' to design the project meeting State criteria for construction. Note that these Grant parameters are similar to LOTCIP funding in that 100% of the eligible construction costs plus 10% - 20% contingencies are paid to the Town in advance, once the project contract bids are approved.

2. **Purpose and Justification:** The purpose of the project is to encourage alternative means of transportation in the Southport section of US 1 (Post Road) mainly between Pease Avenue and Hulls Highway. Main Construction components are concrete sidewalks, concrete curbs, ADA compliant Handicap Ramps, investigate bicycle routes and amenities in the area. Also included will be new pedestrian signals, curb bulbouts and crosswalks to create improved safety, aesthetics and more pedestrian

friendly environment. There are several areas of existing sidewalk that are in poor condition and can be considered narrow in many places. Although one can argue about spending local match in tough economic times, the area lacks sidewalks to access transit stops, local businesses, the Southport train Station and local neighborhoods. The Town (with the assistance of First Selectman Tetreau and RTM Member Herley) has hosted two public informational meetings on traffic and safety issues with the Southport neighborhoods. About a year ago, the Town with assistance of UCONN and CT DOT conducted and published a "Road Safety Audit" listing many of issues this grant will address.

3. **Detailed Description of Project:** The project area covers mainly the Southport neighborhood along Post Road from Pease Avenue to Hulls Highway. Minor extensions into neighborhoods were also listed. New sidewalks are proposed along south side of Post Road, Hulls Highway from Post Road to Arbor Road, Pease Avenue from Post Road towards the bend near I-95 ramp, and some sections of Kings Highway West for better pedestrian access and aesthetics. Bicycle amenities would be included wherever possible. Some sections of sidewalks have significant gaps in the network, present potential trip hazards and are substandard (or absent of) handicap ramps. Based on the maximum of \$ 360,000 of grant money available, the actual project construction limits will be based on contract bids, with add alternates listed to maximize the grant without jeopardizing additional Town costs. The Town is responsible for Design costs, estimated to be \$ 100,000. Construction Costs based on an approved contract bid will contain a 100% upfront payment component to the Town (similar to LOTCIP). Therefore up to \$ 100,000 would cover the Town's participation costs in the Enhancement Grant program. This involves the cost of several phases: Engineering Design, (Town Share) with construction, construction administration including inspection and testing for the project, covered under the grant and grant contingencies.
4. **Reliability of Estimated Costs:** Cost estimates have been performed by the Town based on previous projects and have been checked by MetroCOG. The costs are considered relatively accurate but there are some unknown costs such as utility relocation, potential Right of Way/ easement costs, subsurface issues and actual contract bid costs. Design and contract bid documents should be able to control costs within design and/or grant parameters.
5. **Efficiencies:** The expenditure is conducive to increase alternate modes of transportation and increasing safety of these modes. From an economic standpoint the proposed cost-sharing program saves the Town most of the costs that would be required should the Town elect to perform this project under its own direction, in the future. Several public requests have been delayed as the timeline of the grant award has taken place.

6. **Additional Long Range Costs:** The Town would pay for maintenance costs for the project: sidewalk, pavement markings and signs, etc., which it currently performs on local roads already. Based on past agreements with the State DOT, pay items within state ROW, such as curbs and pavement markings that meet DOT specifications, DOT will continue to maintain. As for any proposed special aesthetic features, State must approve, then typically passes maintenance onto the Municipality. Current proposal is for standard safety features and not ornamental streetlights, extra landscaping, island reconstruction, etc...(although, the Town is seeking another grant called Transit Oriented Development grant that could cover these features, once this grant awards are announced).
7. **Additional Use or Demands:** The project is expected to encourage increased usage of alternate modes of transportation. Providing safer and more pedestrian and bicycling friendly amenities should provide a beneficial impact to the neighborhood.
8. **Alternates:** Alternates consist of reducing scope of project or denying the grant. Sidewalks not covered in the project, would eventually be constructed by DPW based on Safety Audit and public requests within the next few years with no reimbursement. It would also hurt chances of getting additional grant funding under this program.
9. **Safety and Loss Control:** A Consultant will perform continual on site inspections for the construction and installation of the project. It is required that all Local, State and Federal standards, codes and procedures will be enforced.
10. **Environmental Considerations:** No significant environmental impacts are expected.
11. **Insurance:** Town and State Contract procedures require the Contractor to have licenses, bonds and insurance.
12. **Financing:** Only the Design portion will need to be funded. The entire project including construction must be approved. When final agreement has been signed, parameters will be set forth providing the Town with \$ 360,000 of upfront direct payment to the Town based on an approved contract bid and contingencies. Design phase and process will begin once Commitment to Fund is signed, anticipated in January/February 2019. Current Design estimate is \$ 100,000 with no reimbursement. The grant covers 100% of Construction and contingency costs up to \$ 360,000. Hence, total of \$ 460,000 project will need to be approved but only \$ 100,000 bonded or funded. Project has been listed on 2018/2019 waterfall chart.
13. **Other Considerations:** N/A
14. **Approvals:**

Committees/ Commissions	Approval Date
-------------------------	---------------

Board of Selectmen
Board of Finance
R.T.M.

January 2019
February 2019
February 2019

Schedule:

Design Phase Completed Fall 2019

Advertising project late Fall 2019/Winter 2020

Construction Spring 2020.

FOURTEEN POINTS OF INFORMATION AND JUSTIFICATION FOR THE
GRASMERE AVENUE– POST ROAD PEDESTRIAN IMPROVEMENTS PROJECT
LOTICIP GRANT FUNDING

Total Project Costs = \$ 2,050,000

Total Design Costs = \$ 200,000 to be bonded

Grant paid up front = up to \$ 2,050,000 paid to Town before Construction

\$ 200,000 for Design with an up to \$ 2,050,000 upfront lump sum payment to Town once contract bids are opened.

1. **Background:** The Grasmere – Post Pedestrian Improvements project timeline is currently in the State review process. The Regional Planning Agency has approved and recommended this project to the State DOT for final acceptance. The Town was one of only two municipalities to be selected for this grant in the MetroCOG region. Design phase can begin once final agreements and funding are in place. Construction is planned for Spring/ Fall 2020. The project involves new concrete sidewalks, curbs, pedestrian signals, traffic calming bulbouts, ADA compliant ramps, and turf establishment.

The highly competitive LOTICIP Grant program requires Municipalities' to design the project meeting State criteria with 100% of the eligible construction costs being paid upfront to the Town, pending final agreement, once the project contract bids are approved.

2. **Purpose and Justification:** The purpose of the project is to encourage alternative means of transportation in the Grasmere Ave– Post Road section of CT Route 130 (Post Road) mainly between Shoreham Village Drive and (including) Grasmere Avenue. Main Construction components are concrete sidewalks, concrete curbs, ADA compliant Handicap Ramps, and to investigate bicycle routes and amenities in the area. Also included will be new pedestrian signals or Rapid Rectangular Flashing Beacons (RRFBs), curb bulbouts or reducing curb radii, and crosswalks to create improved safety, aesthetics and more pedestrian friendly environment. There are several areas of existing sidewalk that are in poor condition and can be considered narrow in many places. Although one can argue about spending local match in tough

economic times, the area lacks sidewalks to access transit stops, local businesses, the Metro Center Train Station and local neighborhoods. The Town (with the assistance of First Selectman Tetreau and RTM Members Dru Georgiadis and Jill Vergara) has hosted a public informational meetings on traffic and safety issues with the Shoreham and Grasmere neighborhoods. About a year and a half ago, the Town with assistance of Fairfield Bike and Ped Committee and CT DOT conducted and published a “Road Safety Audit” listing many of issues this grant will address.

3. **Detailed Description of Project:** The project area covers mainly the Grasmere- Post neighborhood along Post Road from Shoreham Village to (and including) Grasmere Avenue. Minor extensions into neighborhoods were also listed. New sidewalks are proposed where needed along both the north and south sides of Post Road and Grasmere Avenue for better pedestrian access, safety and aesthetics. Bicycle amenities would be included wherever possible. Some sections of sidewalks have significant gaps in the network, narrow widths, present potential trip hazards and are substandard (or absent of) handicap ramps. Based on the \$ 2,050,000 of grant money available, the actual project construction limits will be based on contract bids, with add alternates listed to maximize the grant without jeopardizing additional Town costs. The Town is responsible for Design costs, estimated to be \$ 200,000. Construction Costs based on contract bid will contain a 100% upfront lump sum payment component, including 10% contingency. Therefore up to \$ 200,000 would cover the Town’s participation costs in the Enhancement Grant program. Inspection, Construction Administration and testing are eligible for construction phase costs, covered by the grant.
4. **Reliability of Estimated Costs:** Cost estimates have been performed by the Town based on previous projects and have been checked by MetroCOG. The costs are considered relatively accurate but there are some unknown costs such as utility relocation, potential Right of Way/ easement costs, subsurface issues and actual contract bid costs. Design and contract bid documents should be able to control costs within grant parameters.
5. **Efficiencies:** The expenditure is conducive to increase alternate modes of transportation and increasing safety of these modes. From an economic standpoint the proposed cost-sharing program saves the Town most of the costs that would be required should the Town elect to perform this project under its own direction, in the future. Several public requests have been delayed as the timeline of the grant award has taken place. In some areas sidewalks are substandard to today’s code and some panels are in poor condition.
6. **Additional Long Range Costs:** The Town would pay for maintenance costs for the project: sidewalk, pavement markings and signs, etc., which it currently performs already. Based on past agreements with the State DOT, pay items such as curbs and

pavement markings that meet DOT specifications, DOT will continue to maintain. It is unknown at this time if DOT will maintain pedestrian signal or RRFBs. As for any proposed special aesthetic features, State must approve, then typically passes maintenance onto the Municipality. Current proposal is for standard safety features and not ornamental streetlights, extra landscaping etc...(although the Town is seeking other grants to cover the Post Road Circle and the section between the Circle and Shoreham Village Drive).

7. **Additional Use or Demands:** The project is expected to encourage increased usage of alternate modes of transportation. Providing safer and more pedestrian and bicycling friendly amenities should provide a beneficial impact to the neighborhood.
8. **Alternates:** Alternates consist of reducing scope of project or denying the grant. Sidewalks not covered in the project, would eventually be constructed by DPW based on Safety Audit and public requests within the next few years with no reimbursement. It would also hurt chances of getting additional grant funding under this program.
 - A previous Grant the Town applied for involved an \$ 800,000 cost share under the TAP grant program. The Town reduced the scope and reapplied under a more advantageous grant to the Town –the competitive LOTCIP grant, (\$200K-Town share with \$ 2.05 M for construction phase covered by this grant.
9. **Safety and Loss Control:** A Consultant will perform continual on site inspections for the construction and installation of the project. It is required that all Local, State and Federal standards, codes and procedures will be enforced.
10. **Environmental Considerations:** No significant environmental impacts are expected.
11. **Insurance:** Town and State Contract procedures require the Contractor to have licenses, bonds and insurance.
12. **Financing:** Only the Design Costs for the project will appropriated. When final agreement has been signed, parameters will be set forth providing the Town with up to \$ 2,050,000 of lump sum direct payment based on an approved contract bid. Design phase and process will begin once final agreement is signed, anticipated in Spring 2019. Current Design estimate is \$ 200,000 with no reimbursement. The grant covers 100% of Construction costs up to \$ 2.05 Million. Project has been listed on 2017/2018/2019 waterfall chart. Town should accept and approve total project cost of \$ 2.205 Million.
13. **Other Considerations:** N/A
14. **Approvals:**

Committees/ Commissions

Approval Date

Board of Selectmen
Board of Finance
R.T.M.

January 2019
February 2019
February 2019

Schedule:

Design Phase Completed Fall 2019/Winter 2020

Construction Spring/Fall 2020.

Congress St. Bridge Repair over Mill River = \$180,000 for Construction Repair.

1. **Background** – Congress Street is an east/west collector road which serves as a local route and an alternate route for the Merritt Parkway. The bridge crossing over the Mill River was constructed in 1935. The bridge # 04196 is approximately 30' in width, has a 22-27 ft roadway width and no sidewalk. The bridge is a total of 35' in length, supported by concrete abutments on both ends. The bridge has been rated by the Connecticut DOT as being in poor condition since 2014 and during the most recent inspection in 2016, the parapet wall and girder (beam 1) has sectional loss are rated in poor condition. In addition to extensive corrosion on the beam(s) which have reduced its strength, the bridge has also been rated as scour critical, which means that the river currents can possibly threaten the concrete foundation which supports the bridge. DPW will perform any scour improvements such as additional concrete for the foundation and /or rip rap protection in house.
2. **Purpose and Justification** – The purpose of the project is to repair the bridge based on the latest bridge report from the State-poor condition. It will allow the Town to perform the much needed planned repair of this structure, thereby extending its service life ten or twenty years. It will allow commuter, commercial and general public traffic to access businesses, highways, and local roads in this section of Town. By performing the repair at this time, it will allow the Town to improve condition of the bridge and extend service life. Performing a complete bridge replacement is another alternative but at a larger cost.
3. **Detailed Description of Proposal** – The project includes replacement of the beam rated in poor condition. The Engineering Department is performing the design of the repair in house and will provide plans and specifications for contract bid. Local permits are required.
4. **Reliability of Cost Estimate** – Based on recent bridge projects, on a scale of 0 to 10 the reliability of the estimate is 8.0 based on the probability of the bridge remaining open during construction and using a temporary signal or limited traffic control plan/detour options.
5. **Increased Efficiency or Productivity** – Allow the public and commerce safe and efficient access to and from their homes, businesses and destination points.
6. **Additional Long Range Costs** – The subsequent construction repair of the bridge (anticipated summer 2019) is estimated at \$ 180,000. This type of repair is not eligible for grant funding, without major design improvements and hydraulic analysis. A more significant repair or complete replace could be available for state funding but costs would be in the \$ 2.5- 3 M range , with Town share roughly \$ 1.5 Million. Due to a handful of bridges in the Town's Capital schedule (waterfall chart), the Engineering Dept. felt this repair rather than replacement was desired. The bridge should have another 10-20 year life span before it will need to be rehabilitated or replaced.
7. **Additional Use or Demand on Existing Facilities** – None Anticipated.
8. **Alternatives to this Request** – The Bridge does not meet current bridge standards. If we do nothing, the bridge will eventually have the weight limit reduced that would impact local and commuter traffic, some businesses and could lead to eventual limitations or closure.
9. **Safety and Loss Control** –Further deterioration of bridge will first limit weights and then could lead to further limitations and then eventual closure. Guiderail/wall approaches will be updated or added as safety features.

10. **Environmental Considerations** – All environmental permits will be secured. Since proposed work is mainly along the Deck, reviews by USACE, CT DEEP are not necessary. Note that a local Fairfield Inland Wetlands permit will be required.
11. **Insurance** – The selected contractor will be required to carry the necessary insurance prescribed by the Purchasing Department.
12. **Financing** – Project will be bonded as part of the Non-Recurring Capital budget of 2020.
13. **Other Considerations:** None.

Other Approvals:

Board of Selectman	-	Jan 2019
Board of Finance	-	Feb 2019
RTM	-	Feb-Mar 2019

Brookside Drive– Design of new bridge over the Mill River = \$350,000 (includes design only-50% Reimbursable)

1. **Background** – Brookside Drive is an east/west collector road which serves as a local route to several neighborhoods, schools and highways. The bridge crossing over the Mill River was constructed in 1955. The bridge # 03697 is approximately 42' in width, has a 30 ft roadway width and includes a pedestrian sidewalk. The bridge is a total of 45' in length, supported by concrete abutments on both ends. Reinforced Concrete slab rests on bridge abutments footings. The bridge has been rated by the Connecticut DOT as being in poor condition since 2008 in one fashion or another and during the most recent inspection in 2016, the reinforced concrete deck and road geometry is skewed creating bridge load limits. The bridge has also been rated as scour critical, which means that the river currents can possibly threaten the concrete foundation which supports the bridge- although about 6 years ago, the Town provided extra protection by extending the foundation, improving the rating of the substructure to Fair condition.
2. **Purpose and Justification** – The purpose of the project is to replace the bridge. It will allow the Town to perform the much needed planned replacement of this structure. It will allow commuter, commercial and general public traffic to access neighborhoods, schools, businesses, highways, and local roads in this section of Town. By performing the design at this time, it will allow us to obtain a realistic estimate of the construction costs, and to compete for State funding for this project, as applications can be submitted in February 2019.
3. **Detailed Description of Proposal** – The project will include all engineering and environmental evaluations necessary. A Request for Qualifications and Proposals will be used to procure these services. The design services will include:
 - Preparation of detailed plans, cost estimates and specifications, including 3 structure type studies.
 - Coordination with local and state permitting agencies.
 - Adhering to DOT procedures to preserve funding opportunities.
4. **Reliability of Cost Estimate** – Based on recent bridge projects, on a scale of 0 to 10 the reliability of the estimate is 8.0 based on the probability of the bridge remaining open during construction and limited detour options.
5. **Increased Efficiency or Productivity** – Allow the public and commerce safe and efficient access to and from their homes, businesses and destination points.
6. **Additional Long Range Costs** – The subsequent construction of the bridge (anticipated 2021-22) will be in the \$1.8 M to \$2.8M range. We will apply for all State funding, and if granted, these sources pay 50% of the design and construction costs of the project. Note- This Bridge is NOT eligible for Federal funding under the Federal bridge program. The bridge will have a 50-80 year life span before it will need to be rehabilitated or replaced.
7. **Additional Use or Demand on Existing Facilities** – None Anticipated.
8. **Alternatives to this Request** – The Bridge does not meet current bridge standards. If we do nothing, the bridge will eventually have the weight limit reduced further and that would impact local traffic and could lead to eventual limitations or closure. During design, the Consultant will have to perform three structure type studies, with the Town performing the final selection.
9. **Safety and Loss Control** –Further deterioration of bridge will limit weights further and then could lead to further limitations and then eventual closure. Guiderail/wall approaches will be updated or added as safety features.

10. **Environmental Considerations** – All environmental permits will be secured. Reviews by USACE, CT DEEP, Fairfield Inland Wetlands will be performed. Hydrology, hydraulics, and environmental mitigation will be studied.
11. **Insurance** – The selected consultant will be required to carry the necessary insurance prescribed by the Purchasing Department.
12. **Financing** – Project will be bonded as part of the Non-Recurring Capital budget of 2020. The Town will apply for all State funding (if eligible) for this design and construction, and if awarded, state sources pay 50% of the project. Grant applications can be submitted in February 2019. Request based on latest two bridge design project costs.
13. **Other Considerations:** Will seek future funding for construction when final design and cost estimates are performed.

Other Approvals:

Board of Selectman	-	Jan 2019
Board of Finance	-	Feb 2019
RTM	-	Feb-Mar 2019

H. SMITH RICHARDSON

CART PATH IMPROVEMENT

NON-RECURRING CAPITAL REQUEST

2019/2020



H. Smith Richardson GC 10-Year Improvement Plan
Year 9 Non-Recurring Capital Plan

1. Background:

In 2010, the Golf Commission presented a 10-year master improvement and financial plan for H. Smith Richardson Golf Course. It was approved by both boards and the RTM. The implementation started in FY 2011 and has continued as seen below.

FY 10/11- \$180,000	FY 11/12- \$ 50,000	FY 12/13- \$105,000
FY 13/14- \$100,000	FY 14/15- \$100,000	FY 15/16- \$100,000
FY 16/17- \$100,000	FY 17/18- \$ 0**	FY 18/19- \$100,000

**Denotes \$150,000 approved for a new irrigation pump station.

The continuation of this plan with a request of \$100,000 to continue improvements to the golf course and cart paths.

2. Purpose & Justification:

In the upcoming year, our focus will be improving and repairing roads and cart paths throughout the course. Many paths are old, cracking and have potholes. We just leased new golf carts and the paths have caused damage and wear. In many cases, the paths are not wide enough for trucks and tractors to get out onto the course to do necessary work. Emergency vehicle accessibility is also a concern. We have been improving the cart paths little by little out of the operating budget but additional funding is necessary to keep up.

3. Detailed Description of Proposal:

Repairing the main access roads and several other paths to 8 feet wide. The paths are to be asphalted with processed stone used for a base.

650 tons asphalt x \$85/ton =	\$55,250
900 tons processed stone \$14/ton=	\$12,600
Labor =	<u>\$32,150</u>
	\$100,000

4. Reliability of Estimated Cost:

The cost estimate is made up of known prices for materials and labor based on current bid pricing.

5. Increase Efficiency or Productivity:

The ability to get out on the course during inclement and winter weather without further damage or becoming stuck will allow the workforce to accomplish more projects on the course.

6. Additional Long Range Cost:

There are no additional long-range cost.

7. Additional Use or Demand on Existing Facilities:

None

8. Alternatives to this Request:

The alternative discussed was to do this with our present work force; however, we do not have the labor to handle this while maintaining the golf course.

Should these improvements not be made the paths will continue to worsen to the point of being unusable without constant repair.

9. Safety & Loss Control:

This proposal will improve conditions so that golf cart damage is limited as well as safer for occupants. It will also allow emergency vehicles safer access especially during wet conditions.

10. Environmental Considerations:

None

11. Insurance:

Contractor will be required to carry insurance coverage.

12. Financing:

Bonded

13. Other Considerations:

None

14. Other Approvals:

Board of Selectman

Board of Finance

RTM



Memorandum

To: Board of Selectman

From: Mark S. Barnhart, Director of Community & Economic Development

Date: 1/14/2019

Re: Urban Act Grant-Stratfield Streetscape Enhancements

This office has received notice of a grant commitment to help fund streetscape improvements in the Stratfield Village Business District. The grant is for \$650,000. I am requesting Board of Selectmen approval to accept the grant funds and to authorize the First Selectman to execute an assistance agreement with the State.

The grant would fund both design and construction activities related to streetscape enhancements to the “four corners” at the intersection of Stratfield (SR59) and Fairfield Woods Roads. Costs are projected at \$750,000. The balance of funding (\$100K) is expected to come from the Town from non-recurring capital.

This office is working with the Stratfield Village Neighborhood Association, which is supportive of the project and is seeking to raise additional monies to fund beautification elements beyond the current scope of work.

I am happy to answer any questions that you may have. Thank you for your consideration.

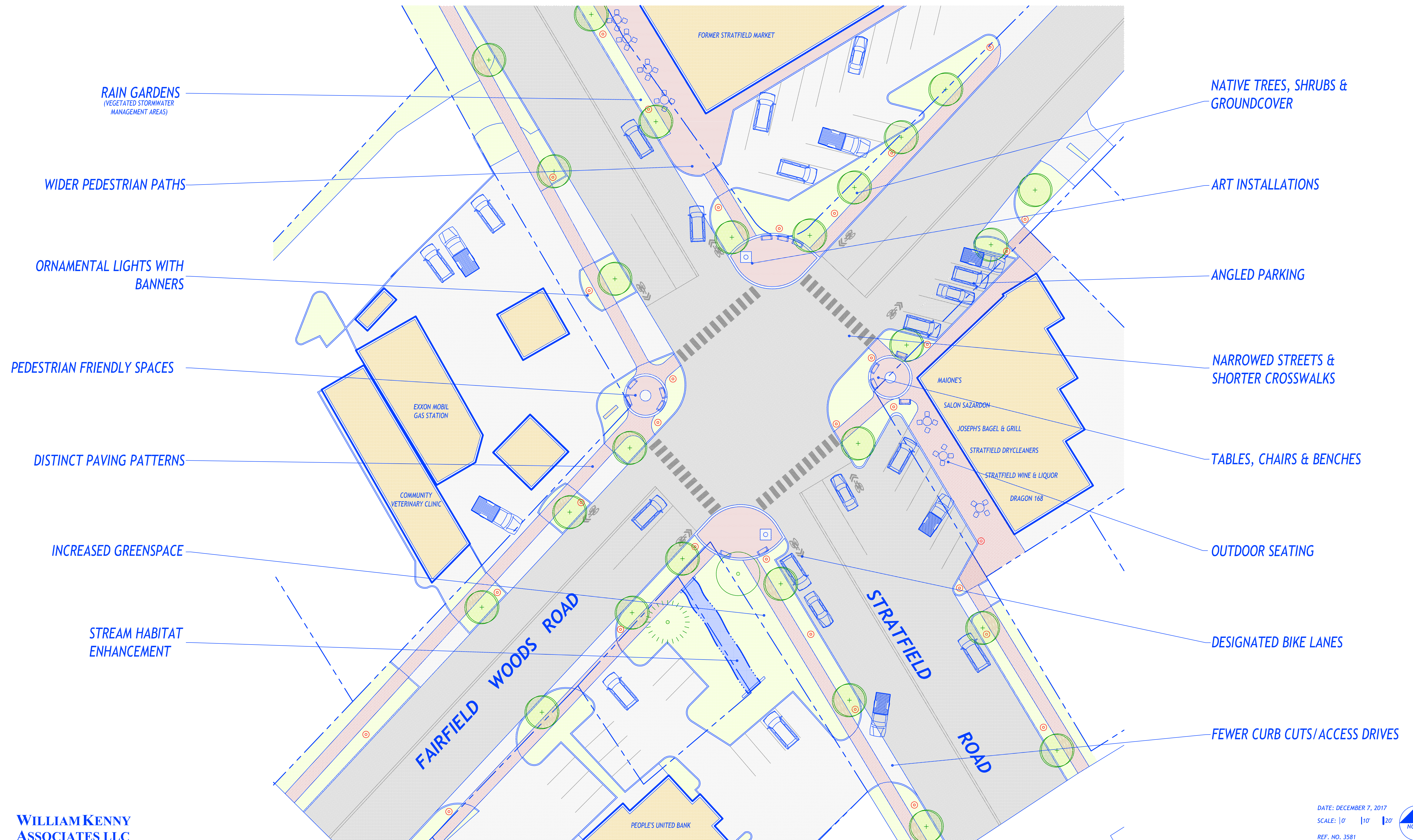
1. *BACKGROUND:* The Urban Act Grant Program is authorized under Connecticut General Statutes Section 4-66c and provides discretionary grants to municipalities meeting certain statutory criteria. Eligible projects include a range of economic development, transit, housing, historic preservation, and community development activities. The Town applied for, and recently received notice of a grant award of \$650,000 to fund streetscape and pedestrian enhancements in the Stratfield Village Business District at the intersection of Stratfield (SR 59) and Fairfield Woods Roads.
2. *PURPOSE AND JUSTIFICATION:* This project entails pedestrian and streetscape enhancements to the Stratfield Village Business District located at the intersection of Stratfield (State Route 59) and Fairfield Woods Roads to improve pedestrian safety and mobility as well as to foster redevelopment of the former Stratfield Village Market and economic activity in general. The project would also foster greater connectivity to a new 83-unit senior/assisted living facility under construction as well as to neighboring Owen Fish Park and to Sacred Heart University.
3. *DETAILED DESCRIPTION OF PROPOSAL:* The project will involve design and construction of pedestrian and streetscape improvements to the Stratfield village business district. Work is expected to involve the installation of concrete walks with decorative brick pavers, new curbing, landscaping, ornamental street lights and other appurtenances.
4. *RELIABILITY OF ESTIMATED COSTS:* A preliminary concept plan and initial cost estimate was prepared by William Kenney Associates and reviewed by the Town's Engineering Department.
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 specials are anticipated as a result of this project.
11. *INSURANCE:* Not Applicable
12. *FINANCING:* The State is providing \$650,000 in Urban Act funds toward the project costs for both design and construction work. Project costs are estimated at \$750,000. The balance of \$100,000 will come from Town non-recurring capital.

13. *OTHER CONSIDERATIONS*: Not Applicable

14. *OTHER APPROVALS*: Acceptance of the grant requires Board of Selectmen approval.
Board of Finance and RTM approval is required for an appropriation of funds.

MASTER PLAN

STRATFIELD VILLAGE STREETScape BEAUTIFICATION



15 YEAR

**A RESOLUTION APPROPRIATING \$915,000 FOR THE COSTS OF A CERTAIN
NONRECURRING CAPITAL PROJECT AND AUTHORIZING THE ISSUANCE OF
BONDS TO FINANCE SUCH APPROPRIATION.**

Resolved:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of Nine Hundred Fifteen Thousand and 00/100 (\$915,000.00) Dollars to fund all costs associated with the nonrecurring capital Project described on **Exhibit A** attached hereto, inclusive of planning, design and engineering fees, other professional fees, demolition, construction and oversight costs and temporary and permanent financing costs (the "Project"), in the amount of such appropriation allocated to the Project as set forth in **Exhibit A**.
2. To finance such appropriation, and as recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield shall borrow a sum not to exceed Nine Hundred Fifteen Thousand and 00/100 (\$915,000.00) Dollars and issue bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.
3. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act), Chapter 173 (School Building Projects) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant

and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing agreement, standby marketing agreements, bond purchase agreement, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The bonds may be designated "Public Improvement Bonds," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than fifteen (15) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than fifteen (15) years from the date of issue. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
6. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have

all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

7. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
8. The First Selectman, Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
9. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.
10. The First Selectman or other proper Town official is hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of any Project, and to take all action necessary and proper in connection therewith.

EXHIBIT A

TO

**A RESOLUTION APPROPRIATING \$915,000 FOR THE COSTS OF A CERTAIN
NONRECURRING CAPITAL PROJECT AND AUTHORIZING THE ISSUANCE OF
BONDS TO FINANCE SUCH APPROPRIATION**

		TOWN OF FAIRFIELD	
	<u>BOARD OF EDUCATION</u>		
	<u>School</u>	<u>Project</u>	<u>Project Amount</u>
1	Districtwide	I.T. Server Network Isolated Communication HVAC Controls	\$275,000
2	Dwight Elem. School	HVAC BMS Controls Upgrades	\$200,000
3	Tomlinson Middle School	Flooring Replacement Project	\$440,000
	TOTAL NON-RECURRING CAPITAL		\$915,000

10 YEAR

**A RESOLUTION APPROPRIATING \$581,755 FOR THE COSTS OF A CERTAIN
NONRECURRING CAPITAL PROJECT AND AUTHORIZING THE ISSUANCE OF
BONDS TO FINANCE SUCH APPROPRIATION.**

Resolved:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of Five Hundred Eighty-one Thousand Seven Hundred Fifty-five and 00/100 (\$581,755.00) Dollars to fund all costs associated with the nonrecurring capital Project described on **Exhibit A** attached hereto, inclusive of planning, design and engineering fees, other professional fees, demolition, construction and oversight costs and temporary and permanent financing costs (the "Project"), in the amount of such appropriation allocated to the Project as set forth in **Exhibit A**.
2. To finance such appropriation, and as recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield shall borrow a sum not to exceed Five Hundred Eighty-one Thousand Seven Hundred Fifty-five and 00/100 (\$581,755.00) Dollars and issue bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.
3. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act), Chapter 173 (School Building Projects) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant

and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing agreement, standby marketing agreements, bond purchase agreement, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The bonds may be designated "Public Improvement Bonds," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than ten (10) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than ten (10) years from the date of issue. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
6. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have

all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

7. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
8. The First Selectman, Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
9. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.
10. The First Selectman or other proper Town official is hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of any Project, and to take all action necessary and proper in connection therewith.

EXHIBIT A

TO

**A RESOLUTION APPROPRIATING \$581,755 FOR THE COSTS OF A CERTAIN
NONRECURRING CAPITAL PROJECT AND AUTHORIZING THE ISSUANCE OF
BONDS TO FINANCE SUCH APPROPRIATION**

		TOWN OF FAIRFIELD	
	<u>BOARD OF EDUCATION</u>		
	<u>School</u>	<u>Project</u>	<u>Project Amount</u>
1	Districtwide	I.T. Switch Replacement Project – Phase Two	\$581,755
	TOTAL NON-RECURRING CAPITAL		\$581,755

**A RESOLUTION APPROPRIATING \$3,240,000 FOR THE COSTS OF CERTAIN
NONRECURRING CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF
BONDS TO FINANCE SUCH APPROPRIATION.**

Resolved:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of Three Million Two Hundred Forty Thousand and 00/100 (\$3,240,000.00) Dollars to fund all costs associated with the nonrecurring capital projects described on **Exhibit A** attached hereto, inclusive of planning, design and engineering fees, other professional fees, demolition, construction and oversight costs and temporary and permanent financing costs (collectively, the "Projects"), in the amount of such appropriation allocated to each Project as set forth in **Exhibit A**. Any reallocation of unused bond proceeds from one project category listed as items 1-11 on **Exhibit A** to a different project category listed on **Exhibit A** that would cause the cost of such project to exceed the cost listed on **Exhibit A** shall require approval by the Board of Selectmen, Board of Finance, and the Representative Town Meeting.
2. To finance such appropriation, and as recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield shall borrow a sum not to exceed Three Million Two Hundred Forty Thousand and 00/100 (\$3,240,000.00) Dollars and issue bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Projects.
3. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act), Chapter 173 (School Building Projects) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form

and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing agreement, standby marketing agreements, bond purchase agreement, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The bonds may be designated "Public Improvement Bonds," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than twenty (20) years from the date of issue. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
6. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond

anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

7. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Projects from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
8. The First Selectman, Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
9. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.
10. The First Selectman or other proper Town official is hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of any Project, and to take all action necessary and proper in connection therewith.

EXHIBIT A

TO

**A RESOLUTION APPROPRIATING \$3,240,000 FOR THE COSTS OF CERTAIN
NONRECURRING CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF
BONDS TO FINANCE SUCH APPROPRIATION**

TOWN OF FAIRFIELD			
	<u>TOWN</u>		
	<u>Department</u>	<u>Project</u>	<u>Project Amount</u>
1	DPW	Southport Sidewalk Connectivity	\$460,000
2	DPW	Grasmere Ave. Pedestrian Improv. Design	\$200,000
3	DPW	Congress Bridge Repair Over Mill River	\$180,000
4	DPW	Brookside Dr. Bridge Design	\$350,000
5	Park & Rec	Golf Course Renovation	\$100,000
6	Comm. & Ec. Develop.	Stratfield Pedestrian Streetscape & Improv.	\$750,000
	SUBTOTAL NON- RECURRING CAPITAL - TOWN:		\$2,040,000
	<u>BOARD OF EDUCATION</u>		
	<u>School</u>	<u>Project</u>	<u>Project Amount</u>
7	Districtwide	Security and Safety Infrastructure – Phase Five	\$350,000
8	Fairfield Ludlowe H.S.	Tennis Courts Replacement	\$550,000
9	Fairfield Warde H.S.	Fitts House HVAC RTU Replacement – 50 Ton #1	\$300,000
	SUBTOTAL NON- RECURRING CAPITAL - BOE:		\$1,200,000
	TOTAL NON-RECURRING CAPITAL		\$3,240,000

FOURTEEN POINTS OF INFORMATION AND JUSTIFICATION FOR THE SOUTHPORT CONNECTIVITY PEDESTRIAN IMPROVEMENTS PROJECT GRANT FUNDING

Total project Costs = \$ 460,000

Design costs = \$ 100,000 to be bonded

Grant- paid up front = \$ 360,000 paid to Town before Construction.

\$ 100,000-estimated design costs non-reimbursable and would have to be bonded or funded. Note: up to \$ 360K is awarded to the Town as an upfront payment based on contract bid opening plus 10% - 20% contingencies. Award is capped at \$ 360 K paid upfront so no bonding for Construction portion is necessary, however Town boards would have to formally approve accepting the Grant and spending up to \$ 460,000.

1. **Background:** The Southport Connectivity Pedestrian Improvements project timeline is currently awaiting the official Commitment to Fund Letter being mailed out the first week of January. Next would be the consultant selection design phase. The Town was one of about a dozen municipalities to be selected for this grant. Design can start once Commitment to Fund Letter is signed by Town and State. Construction is planned for Spring 2020. The project involves new concrete sidewalks, curbs, pedestrian signals, traffic calming bulbouts, ADA compliant ramps, and turf establishment.

The Community Connectivity Grant program involves Municipalities' to design the project meeting State criteria for construction. Note that these Grant parameters are similar to LOTCIP funding in that 100% of the eligible construction costs plus 10% - 20% contingencies are paid to the Town in advance, once the project contract bids are approved.

2. **Purpose and Justification:** The purpose of the project is to encourage alternative means of transportation in the Southport section of US 1 (Post Road) mainly between Pease Avenue and Hulls Highway. Main Construction components are concrete sidewalks, concrete curbs, ADA compliant Handicap Ramps, investigate bicycle routes and amenities in the area. Also included will be new pedestrian signals, curb bulbouts and crosswalks to create improved safety, aesthetics and more pedestrian

friendly environment. There are several areas of existing sidewalk that are in poor condition and can be considered narrow in many places. Although one can argue about spending local match in tough economic times, the area lacks sidewalks to access transit stops, local businesses, the Southport train Station and local neighborhoods. The Town (with the assistance of First Selectman Tetreau and RTM Member Herley) has hosted two public informational meetings on traffic and safety issues with the Southport neighborhoods. About a year ago, the Town with assistance of UCONN and CT DOT conducted and published a “Road Safety Audit” listing many of issues this grant will address.

3. **Detailed Description of Project:** The project area covers mainly the Southport neighborhood along Post Road from Pease Avenue to Hulls Highway. Minor extensions into neighborhoods were also listed. New sidewalks are proposed along south side of Post Road, Hulls Highway from Post Road to Arbor Road, Pease Avenue from Post Road towards the bend near I-95 ramp, and some sections of Kings Highway West for better pedestrian access and aesthetics. Bicycle amenities would be included wherever possible. Some sections of sidewalks have significant gaps in the network, present potential trip hazards and are substandard (or absent of) handicap ramps. Based on the maximum of \$ 360,000 of grant money available, the actual project construction limits will be based on contract bids, with add alternates listed to maximize the grant without jeopardizing additional Town costs. The Town is responsible for Design costs, estimated to be \$ 100,000. Construction Costs based on an approved contract bid will contain a 100% upfront payment component to the Town (similar to LOTCIP). Therefore up to \$ 100,000 would cover the Town’s participation costs in the Enhancement Grant program. This involves the cost of several phases: Engineering Design, (Town Share) with construction, construction administration including inspection and testing for the project, covered under the grant and grant contingencies.
4. **Reliability of Estimated Costs:** Cost estimates have been performed by the Town based on previous projects and have been checked by MetroCOG. The costs are considered relatively accurate but there are some unknown costs such as utility relocation, potential Right of Way/ easement costs, subsurface issues and actual contract bid costs. Design and contract bid documents should be able to control costs within design and/or grant parameters.
5. **Efficiencies:** The expenditure is conducive to increase alternate modes of transportation and increasing safety of these modes. From an economic standpoint the proposed cost-sharing program saves the Town most of the costs that would be required should the Town elect to perform this project under its own direction, in the future. Several public requests have been delayed as the timeline of the grant award has taken place.

6. **Additional Long Range Costs:** The Town would pay for maintenance costs for the project: sidewalk, pavement markings and signs, etc., which it currently performs on local roads already. Based on past agreements with the State DOT, pay items within state ROW, such as curbs and pavement markings that meet DOT specifications, DOT will continue to maintain. As for any proposed special aesthetic features, State must approve, then typically passes maintenance onto the Municipality. Current proposal is for standard safety features and not ornamental streetlights, extra landscaping, island reconstruction, etc...(although, the Town is seeking another grant called Transit Oriented Development grant that could cover these features, once this grant awards are announced).
7. **Additional Use or Demands:** The project is expected to encourage increased usage of alternate modes of transportation. Providing safer and more pedestrian and bicycling friendly amenities should provide a beneficial impact to the neighborhood.
8. **Alternates:** Alternates consist of reducing scope of project or denying the grant. Sidewalks not covered in the project, would eventually be constructed by DPW based on Safety Audit and public requests within the next few years with no reimbursement. It would also hurt chances of getting additional grant funding under this program.
9. **Safety and Loss Control:** A Consultant will perform continual on site inspections for the construction and installation of the project. It is required that all Local, State and Federal standards, codes and procedures will be enforced.
10. **Environmental Considerations:** No significant environmental impacts are expected.
11. **Insurance:** Town and State Contract procedures require the Contractor to have licenses, bonds and insurance.
12. **Financing:** Only the Design portion will need to be funded. The entire project including construction must be approved. When final agreement has been signed, parameters will be set forth providing the Town with \$ 360,000 of upfront direct payment to the Town based on an approved contract bid and contingencies. Design phase and process will begin once Commitment to Fund is signed, anticipated in January/February 2019. Current Design estimate is \$ 100,000 with no reimbursement. The grant covers 100% of Construction and contingency costs up to \$ 360,000. Hence, total of \$ 460,000 project will need to be approved but only \$ 100,000 bonded or funded. Project has been listed on 2018/2019 waterfall chart.
13. **Other Considerations:** N/A
14. **Approvals:**

Committees/ Commissions	Approval Date
-------------------------	---------------

Board of Selectmen
Board of Finance
R.T.M.

January 2019
February 2019
February 2019

Schedule:

Design Phase Completed Fall 2019

Advertising project late Fall 2019/Winter 2020

Construction Spring 2020.



STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION
2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) 594-2047



January 11, 2018

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

Dear First Selectman Tetreau:

Subject: **Commitment to Fund Letter**
Community Connectivity Grant Southport (West)
Pedestrian Safety Improvements
State Project No. 0170-3513
Town of Fairfield

On August 9, 2018, the Town of Fairfield was awarded a grant under the Community Connectivity Grant Program (CCGP) by the State of Connecticut, Department of Transportation (Department).

The Department hereby commits to fund eligible project costs up to the accepted grant amount of \$360,000, based on the estimated costs provided by the Municipality.

This Commitment to Fund is subject to general conditions including, but not limited to the following:

1. The project is to be administered by the Municipality in accordance with the CCGP Guidelines. The guidelines are available at the following: www.ctconnectivity.com under the CCGP tab at the top.
2. The project costs identified in this Commitment to Fund letter are based on the requested amount from the CCGP application. It is understood that the Department has capped CCGP participation in this project at the application estimate and that any additional project costs will be the responsibility of the Municipality. This capped amount may be different than the actual grant payment, which will be based on the approved low bid. The Municipality will be allowed a maximum of 10% for contingencies and 10% for incidentals up to the capped amount.
3. Should the Municipality elect to use municipal forces to perform the construction, a request should be made to the Department with the final design submission.
4. Any project scope revisions must be reviewed and approved by the Department.

5. Upon completion of project design activities, and prior to issuing a notice to advertise/proceed, the Municipality must forward a Final Design Submission to the Department which includes the following:
 - a. Complete set of final project plans
 - b. Specifications
 - c. Contract documents
 - d. Final Construction Cost Estimate
 - e. Final Design Submission Documentation Form (template attached)
 - f. Completed General Municipal Certification for Design Activities Form (template attached)

A digital submission via e-mail is preferred.

6. The Municipality must execute and deliver a Project Authorization Letter (PAL) issued pursuant to the Master Municipal Agreement for Construction Projects and comply with its terms. The PAL will be forwarded to the Municipality for execution subsequent to the receipt of the Final Design Submission package by the Department.

This commitment is further subject to the following project specific conditions:

1. This project may require environmental permits. In accordance with the CCGP Guidelines, the Municipality will be responsible for the acquisition of all environmental permits that may be required. Please be advised that any project that involves work within waters or wetlands may require State and/or Federal environmental permits. It is critical that the Municipality and/or their consultant contact the Connecticut Department of Energy and Environmental Protection (DEEP) Land and Water Resources Division at 860-424-3019, early in the design process to discuss permitting requirements, and to identify specific concerns and design considerations. Failure to establish early communication with DEEP may result in significant time delays in the permitting process, due to the need for design changes and/or denial of permit applications. More information can be found on DEEP's Environmental Permitting Process website at:
https://www.ct.gov/deep/cwp/view.asp?a+2709&q+324232&deepNav_GID=1643.
2. This project may require utility relocations. Coordination with utility companies who have facilities within the project area should begin early in the design process.
3. This project may require work to be performed within the State-owned right-of-way. Any work within or affecting state right-of-way will require an encroachment permit. It is imperative that the design of the improvements proposed under this project be coordinated with the appropriate Department District Office during the design and construction phase. Therefore, it is requested that the municipality contact the Department District Special Services Office listed below early in the design process to review and coordinate the proposed improvements. More information on the encroachment permit process can be found at:
<https://www.ct.gov/dot/cwp/view.asp?A=1394&Q=259544>.

DISTRICT 3 MAINTENANCE

Mr. Paul Holmes, Special Services Section Manager

Bureau of Highway Operations and Maintenance

140 Pond Lily Avenue

New Haven 06515

Tel: 203-389-3010

Permit Office - Tel: 203-389-3000 or email to Tracy.May@ct.gov

Please be informed that, in accordance with the CCGP Guidelines, the Department has initiated an Environmental Screening Review for this project to assist the Municipality in identifying items relative to natural resources, and historical/archeological resources, etc. that may need to be investigated or addressed during the design phase. The Environmental Screening Review is expected to be completed within thirty days (30) days from the date of this letter. The results will be forwarded to the Municipality, upon completion.

If the Municipality accepts this Commitment to Fund, the Municipal Chief Administrative Officer must sign below and return a copy within thirty (30) days from the date of this letter. Transmission via e-mail is acceptable.

If you have any questions, please contact the Project Manager, Mr. Patrick Zapatka, at 860-594-2047 or CTDOT.CCGP@ct.gov.

Very truly yours,



Thomas J. Maziarz

Bureau Chief

Policy and Planning

Concurred by: _____ Date: _____

Print Name: Mr. Michael C. Tetreau, First Selectman

Enclosure

cc: William Hurley (Fairfield)
Executive Director METROCOG

Memorandum

To: Board of Selectman

From: Mark S. Barnhart, Director of Community & Economic Development

Date: 1/14/2019

Re: Urban Act Grant-Stratfield Streetscape Enhancements

This office has received notice of a grant commitment to help fund streetscape improvements in the Stratfield Village Business District. The grant is for \$650,000. I am requesting Board of Selectmen approval to accept the grant funds and to authorize the First Selectman to execute an assistance agreement with the State.

The grant would fund both design and construction activities related to streetscape enhancements to the “four corners” at the intersection of Stratfield (SR59) and Fairfield Woods Roads. Costs are projected at \$750,000. The balance of funding (\$100K) is expected to come from the Town from non-recurring capital.

This office is working with the Stratfield Village Neighborhood Association, which is supportive of the project and is seeking to raise additional monies to fund beautification elements beyond the current scope of work.

I am happy to answer any questions that you may have. Thank you for your consideration.

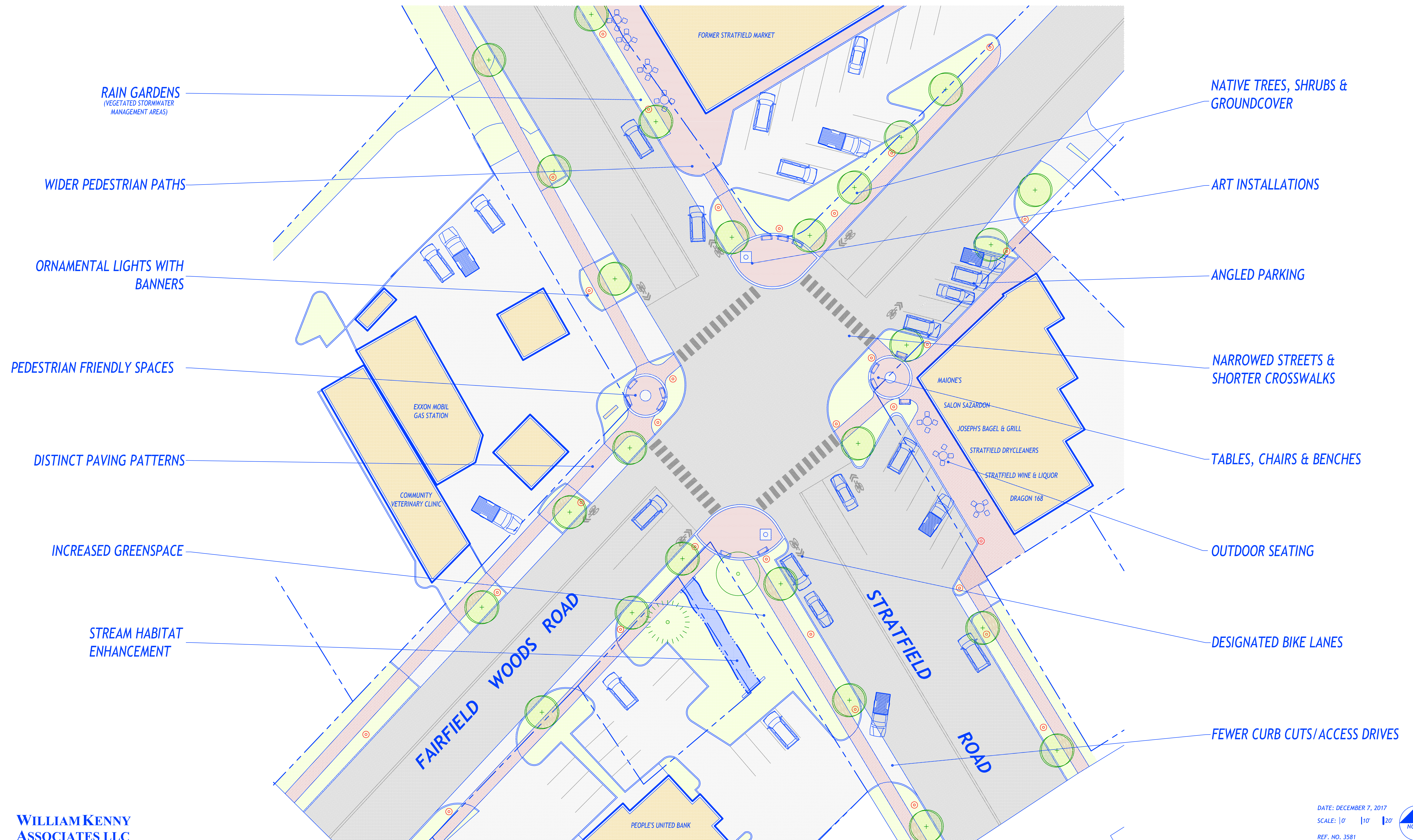
1. *BACKGROUND:* The Urban Act Grant Program is authorized under Connecticut General Statutes Section 4-66c and provides discretionary grants to municipalities meeting certain statutory criteria. Eligible projects include a range of economic development, transit, housing, historic preservation, and community development activities. The Town applied for, and recently received notice of a grant award of \$650,000 to fund streetscape and pedestrian enhancements in the Stratfield Village Business District at the intersection of Stratfield (SR 59) and Fairfield Woods Roads.
2. *PURPOSE AND JUSTIFICATION:* This project entails pedestrian and streetscape enhancements to the Stratfield Village Business District located at the intersection of Stratfield (State Route 59) and Fairfield Woods Roads to improve pedestrian safety and mobility as well as to foster redevelopment of the former Stratfield Village Market and economic activity in general. The project would also foster greater connectivity to a new 83-unit senior/assisted living facility under construction as well as to neighboring Owen Fish Park and to Sacred Heart University.
3. *DETAILED DESCRIPTION OF PROPOSAL:* The project will involve design and construction of pedestrian and streetscape improvements to the Stratfield village business district. Work is expected to involve the installation of concrete walks with decorative brick pavers, new curbing, landscaping, ornamental street lights and other appurtenances.
4. *RELIABILITY OF ESTIMATED COSTS:* A preliminary concept plan and initial cost estimate was prepared by William Kenney Associates and reviewed by the Town's Engineering Department.
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.
11. *INSURANCE:* Not Applicable
12. *FINANCING:* The State is providing \$650,000 in Urban Act funds toward the project costs for both design and construction work. Project costs are estimated at \$750,000. The balance of \$100,000 will come from Town non-recurring capital.

13. *OTHER CONSIDERATIONS*: Not Applicable

14. *OTHER APPROVALS*: Acceptance of the grant requires Board of Selectmen approval.
Board of Finance and RTM approval is required for an appropriation of funds.

MASTER PLAN

STRATFIELD VILLAGE STREETSCAPE BEAUTIFICATION





To: Planning and Zoning Commission, Conservation Commission,
Board of Selectmen, Board of Finance, RTM

From: Brian Carey, Conservation Director

Date: December 27th, 2018

Re: CTDEEP – Open Space and Watershed Land Acquisition Grant
Procurement of 760 Old Field Road, Fairfield, Connecticut

Background - The Conservation and Planning and Zoning Department have worked to procure a 3.6 acre of undeveloped land located at 760 Oldfield Road with an Open Space and Watershed Land Acquisition (OSWA) grant that was awarded to the Town by the Connecticut Department of Energy and Environmental Protection (CTDEEP) in December 2018.

The subject property comprises 3.6 acres of vacant land. The parcel is flag shaped, with 100 feet of frontage on Oldfield Road and approximately 585 feet along Pine Creek to where it travels under the Oldfield Road Bridge. The northern and eastern portions of the property are tidal wetlands, covering approximately 2.8 acres. The topography of the parcel is mostly level with some downward sloping towards the wetlands. The property is located in the coastal section of Fairfield in the B residential zone and is located within the FEMA AE-12 flood zone.

The Town currently owns the abutting open space properties to the north, east and south across Oldfield Road. The Frank Rice Nature Trail is also located to the south and is owned and maintained by the Town for passive recreation opportunities adjacent to the Pine Creek Tidal Marsh area. If the subject property is acquired, the Fairfield Conservation Department would add it to the extensive Pine Creek Open Space area and would ultimately propose to install a raised bird blind that would provide for wildlife viewing opportunities for users.

The Town has a current purchase agreement that was negotiated with the existing property owner prior to submitting the OSWA grant. Prior to the agreement with the Town, the property owner was in the process of trying to obtain local land use approvals for the development of a two-family residential house. The subject property does not have the minimum square of 60' required by zoning for site development which would require placement of a new residential structure in a less-desirable, rear-lot configuration to the existing houses on Oldfield Lane. The site's located in the FEMA AE-12 flood zone which has an estimated flood height of approximately 5-6 feet that requires significant elevation of the new structure above grade. Both a variance and a Coastal Area Management (CAM) Permit are required for the subject site to be developed. These approvals are likely to be granted by the local Superior Court if the matter were to be denied at the local level.

Purpose and Justification – The purpose of the proposal is to acquire additional open space in the direct vicinity of Pine Creek marsh to provide direct marsh access for mosquito habitat management and to mitigate future sea level rise. The property will be used as a passive recreational area for residents. If acquired, the Conservation Department intends to construct a small walking trail and a bird blind for future use by the public.

In addition, as part of the FEMA Community Rating System (CRS) program, the Town of Fairfield is required to try and limit high risk development in the existing coastal plain. The acquisition of 760 Oldfield Road would eliminate any future flooding risk to people and structures by eliminating the potential for the development of two family house on the property. Limiting development on this parcel reduces future onsite impervious surface and provides valuable flood storage directly adjacent to Pine Creek.

Finally, the acquisition of 760 Oldfield Road will allow the Town of Fairfield to better plan for the future design and replacement of the bridge that is located over Pine Creek on Oldfield Road. If the Town does not acquire the property at this time, the Town would be required to obtain easements from the property owner in the future during the bridge replacement. The bridge was built in 1935 and is listed on the waterfall chart for replacement in 2022-23.

Detailed Description of Proposal – The Town intends to purchase the property located at 760 Old Field Road, using a combination of State funding received from a recently awarded CTDEEP OWSA grant and from the existing H. Smith Richardson Conservation Trust Fund. The purchase of the property will not affect any Town budgets directly.

Reliability of Cost Estimate – The Town has a current signed purchase agreement from the property owner for \$165,000. The Town will be reimbursed exactly 50% (\$82,500) of the purchase price by the CTDEEP OWSA grant. The Town's portion of the purchase price will be paid for out of the existing H. Smith Richardson Trust Fund. The purchase price was developed based on two Yellow Book Appraisals that were completed in February 2018 prior to submission of the grant.

Increased Efficiency or Productivity – There is no increased efficiency or productivity as part of the purchase of this land.

Additional Long Range Costs – There will be minor long term costs associated with the maintenance of property that going forward would be covered under the Conservation Department's annual operating budget. Once the property is purchased, the site will require periodic maintenance to remove garbage, mow vegetation, and make sure that there is no illegal dumping. In the future, a small foot path will be added for passive recreation for hiking for the general public. The mowing of the property would be contracted on a seasonal basis on a 10-day mowing cycle and would not exceed \$600 a season.

The OWSA grant program requires that proper signage is placed at the site acknowledging that the property was purchased using State funds from the OWSA grant program. The Town will also install proper open space signage at the constructed entrance point which will require funds for materials and construction. These items are small in nature (\$1,500) and can be covered within existing budgets.

Additional Use or Demand on Existing Facilities – None Anticipated.

An alternative to this Request – The only alternative to this request is not to move forward with the purchase of the property. If the Town decides not to move forward with the purchase of the property, the Town would forfeit the OWSA grant award.

Safety and Loss Control – The Town will take all the necessary precautions to make sure that any potential risks are mitigated by residents using the parcel for recreation. The subject parcel does not pose any additional safety risk than those that are inherent with any other Town owned lands. In addition, the Town will patrol the site periodically to ensure that there is no illegal dumping occurring.

Environmental Considerations –

If acquired and preserved, the Oldfield Road parcel would provide a valuable 3.60-acre passive recreation opportunity for residents and visitors to Fairfield and a destination of interest for bird watching. Historically, the Conservation Department in conjunction with the CTDEEP Wetland Habitat and Mosquito Management (WHAMM) Division have maintained portions of the property to minimize and eliminate mosquito breeding habitat. Acquisition of the property would simplify this process in the future since the Town would not have to get permission from property owners to enter and establish proper drainage channels. This work was last completed in 2013 and should occur approximately every 10 years.

The Conservation Department is currently in the process of having a Phase I Environmental Site Assessment completed for the property. Since the property has historically been undeveloped, it is not anticipated that the assessment will be of any consequence. If approved, the Town would not close on the property until the report is issued and finds no areas of concern of environmental concern.

Insurance – Prior to the property closing, the Town will be required to obtain title insurance as part of the requirements of the OSWA grant. Future liability associated with the property would be covered under the Town's existing insurance program. There is no requirement to have a special individual policy in place for the parcel.

Financing – The entire purchase price of the parcel (\$165,000.00) will be funded out of the H. Smith Richardson Trust fund at the time of the property closing. The Town will be reimbursed ½ of the purchase price (\$82,500.00) under the terms of the CTDEEP Open Space and Watershed Land Acquisition Grant. "Based on the 2018 tax year (2017 Grand List), the property is currently contributing **\$1,891.32** to the annual tax rolls based on the following (2017 Grand List Assessment \$71,750 Tax Rate (2017 Grand List, Fiscal Year 2019) 26.36 mills)."

Other Considerations: None at this time.

Other Approvals: The acquisition of the property requires the approvals from the following boards and commissions:

Planning and Zoning Commission (8-24 Review) – January 8th, 2019
Conservation Commission – January 16th, 2019
Board of Selectmen - January 16th, 2019
Board of Finance – February 5th, 2019
RTM - February 25th, 2019



Town of Fairfield

Brian V. Carey
Conservation Director

Fairfield, Connecticut 06824
Conservation Commission
The Wetlands Agency

Sullivan Independence Hall
725 Old Post Road
(203) 256-3071
FAX (203) 256-3123

January 30, 2018

Department of Energy & Environmental Protection
Open Space and Watershed Land Acquisition Grant Program
Office of Constituent Affairs/Land Management
79 Elm Street, 6th Floor
Hartford, CT 06106-5127

RE: Open Space and Watershed Land Acquisition Program - Town of Fairfield
760 Oldfield Road, Fairfield, Connecticut

To Whom It May Concern:

On behalf of the Town of Fairfield's Conservation Commission, I would like to extend our full support for the Town of Fairfield's application to the Open Space and Watershed Land Acquisition Grant Program. As the lead agency in the Town, the Conservation Commission's main commitment is to work to protect and enhance the environment within the community. The Fairfield Conservation Commission believes that the basic foundation of this commitment is achieved through land acquisition and preservation.

The Town of Fairfield is currently looking to purchase a 3.60 acre parcel of land located in the southwestern portion of the Town at 760 Oldfield Road. This property has a high resource value particularly based upon the fact that it is dominated by tidal wetlands and coastal uplands. For these reasons, this property is considered valuable and worth protecting in perpetuity.

The Fairfield Conservation Commission understands the far-reaching benefits of protecting and preserving the environment, improving community health, and increasing the Town's economic viability through protecting our natural resources. We strongly believe that the Town of Fairfield must begin to address the problem of over development to ensure a clean and viable future for its citizens.

The Fairfield Conservation Commission is committed to supporting the efforts of protecting open space and would like to endorse the Town's Open Space grant application.

Sincerely,

Brian Carey
Conservation Director
Town of Fairfield

cc: Michael Tetreau, First Selectman, Town of Fairfield;

Printed on Recycled Paper

DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
OPEN SPACE AND WATERSHED LAND ACQUISITION GRANT PROGRAM
A PROGRAM TO ASSIST IN THE ACQUISITION OR RESTORATION OF OPEN SPACE
GRANT QUESTIONNAIRE

GRANT APPLICATION DEADLINE: FEBRUARY 1st, 2018

PROJECT TITLE: Pine Creek North – Tidal Marsh Acquisition – 760 Oldfield Road, Fairfield, CT

SPONSOR: Town of Fairfield

SPONSOR'S ADDRESS: 725 Old Post Road, Fairfield, CT 06824

NAME & TITLE OF CHIEF EXECUTIVE OFFICER: Michael Tetreau, First Selectman

NAME & TITLE OF PREPARER: Brian Carey, Director of Conservation PHONE: 203-256-3071

TOTAL PROJECT COST: \$165,000.00

TOTAL PROJECT AREA: 3.60 ACRES

Your response to the following questions will be used to evaluate and rank your proposed project. Responses should be brief, factual and accurate. Applicants submitting project proposals that include inaccurate information, facts, statements or disclosures could be penalized by having the application withdrawn from review or having the grant forfeited should one be promised. Please carefully review the Definitions and Program Conditions attached to this grant questionnaire prior to completing the questionnaire.

Important notice for all Applicants

- ☒ Any land purchased under this grant program may not be developed into any intensive outdoor recreation facility and/or commercial or residential use.
- ☒ Approved projects are expected to be acquired within one year after DEEP approval.
- ☒ Land already owned by the applicant is not eligible for an acquisition grant.
- ☒ All land acquisitions must be accessible to the public, without limitation(s). Acquired permanent interest in land (Conservation Easements) shall provide for public access in accordance with Connecticut General Statute Sections 7-131d(e).

TYPE OF REQUEST (REFER TO DEFINITION AND PROGRAM CONDITIONS)

(CIRCLE ONE): ACQUISITION IN FEE PURCHASE OF AN EASEMENT RESTORATION

1. PROJECT DESCRIPTION:

Describe how your proposal addresses the issues of preserving land by acquisition or the restoration of existing publicly owned land. Please note that more than one issue may be used to justify the proposed project.

Will the proposed project?

A. Provide a linkage or create/contribute to a developing or existing greenway, protect or complement existing preserved open space or preserved agricultural land? If so, how?

The subject property comprises 3.6 acres of vacant land located at 760 Oldfield Road in Fairfield, CT. The parcel is flag shaped, with 100 feet of frontage on Oldfield Road and approximately 585 feet along Pine Creek to where it travels under the Oldfield Road Bridge. The northern and eastern portions of the property are tidal wetlands, covering approximately 2.8 acres. The topography of the parcel is mostly level with some downward sloping towards the wetlands. The property is located in the Beach section of Fairfield in the B residential zone and is located within the AE-12 flood zone.

The Town currently owns the abutting open space properties to the north, east and south across Oldfield Road within this tidal marshland system. In addition, the Frank Rice Nature Trail is also located to the south and is owned and maintained by the Town for passive recreation opportunities adjacent to the Pine Creek Tidal Marsh area. If the subject property is acquired, the Fairfield Conservation Department is looking to add it to the extensive Pine Creek Open Space area and would ultimately like to install a raised bird blind that would provide for wildlife viewing opportunities for users.

B. Protect land that can be classified as Class I or Class II watershed land? What is the classification of the surrounding land? (Water Companies own classified watershed land)

The subject site is not located within the boundaries of Class I or Class II watershed land. The nature of the surrounding land is primarily residential with some commercial development to the north of the site along the Post Road. The area sits adjacent to the existing Pine Creek Open Space Area.

C. Provide a valuable resource for recreation, forestry, fishing, wildlife habitat or natural resources. If so, how?

If acquired and preserved, the Oldfield Road parcel would provide a valuable 3.60-acre parcel for passive recreation opportunities for residents and visitors to Fairfield and a destination of interest for wildlife enthusiasts. If acquired, the Town Conservation Department would like to provide limited foot trails and construct a bird blind for wildlife viewing looking north over the existing Pine Creek tidal marsh area and some of the on-site tidal ponds.

D. Provide multiple resource access values such as water supply protection and recreation, forest protection and fishing access.

Preservation of the Oldfield Road parcel would achieve habitat protection (through preservation/protection of a parcel), passive recreation opportunities such as hiking and wildlife viewing areas utilizing existing cut pathways, and tidal marsh preservation. There are limited recreational fishing opportunities that exist on the site given the thickness of the marsh area.

E. Protect a prime naturally occurring feature. Examples of such naturally occurring features include a shoreline, a river or stream, mountainous territory, ridgeline, inland or coastal wetland, estuarine, a geological feature.

Acquisition of the Oldfield Road parcel would protect an existing tidal wetland area and coastal upland shrub area that is prime habitat for many species of plant and wildlife. The site also provides direct access to clear any debris that may lodge under the Oldfield Road Bridge that would protect the clear flow of Pine Creek during normal and storm conditions.

F. Protect a habitat of a plant or animal species that is either threatened, endangered, or of special concern.

According to the Natural Diversity Database mapping dated December 2017, there have been documented encounters of threatened, endangered, or species of special concern documented on the site. However, since the property has always been privately owned, there has been no access to the site to complete a thorough biological assessment of the property. Once purchased, existing native communities will be supported by a systematic program to remove invasive vegetation from the property. The subject site contains several natural-occurring tidal pond areas that likely attract water fowl and other coastal birds.

The CTDEEP WHAMM program and the Town of Fairfield have worked together over the years to advance the restoration of the Pine Creek Tidal Marsh using techniques such as Open Marsh Water Management (OMWM).

G. Protect a native ecological community that is now uncommon.

A full biological assessment of the site has not been conducted at this time. However, tidal wetlands on site would be protected in perpetuity against any future development of the property. The site is also listed within the boundaries of the Natural Diversity Data Base Area as represented on the CTDEEP NDDDB Map dated December 2017. The Conservation Department would aim to remove existing invasive vegetation to promote the growth of native vegetation on the site. Periodic mowing in the fall would be conducted on the upland portions of the property to maintain and promote the existence of an upland coastal meadow environment.

H. Enhance or conserve the water quality of the State's lakes, rivers and coastal water.

The entire site is located within the upper portion of the north Pine Creek watershed with the eastern boundary delineated by Pine Creek itself and any development of the site would ultimately have a direct impact to the water quality in the tidal wetland. Preservation of the site would negate any impacts to the adjacent water quality of the tidal marsh and would eliminate unwanted development in the already heavily urbanized coastal plain.

I. Preserve local agriculture heritage. If so, describe the current, active farming activities and the long-term farm uses and activities planned for the proposed protected property.

Based on a review of the available historical aerial photography, it does not appear that the site has ever been used for farming.

SUPPORTING MATERIAL

[X] Topographic Map (USGS 1:24,000 scale enlarged if possible)

[X] Town Road Map (Mail-a-map, etc with property boundaries marked)

[X] Property Boundary Map (A2 not required for application but required for grant)

[X] Soils Map (property and soil boundaries marked)

[X] Ortho-photo Map (property boundaries marked)

2. PROJECT COST ESTIMATES - ACQUISITION:

The grant amount will be based upon the approved appraised value. Property estimated to be valued in excess of \$100,000 requires two (2) appraisals, less than \$100,000, requires one (1) appraisal. Appraisal costs are not reimbursable.

All appraisals must be in a self-contained format, as defined by USPAP and must comply with federal appraisal standards in accordance with the Uniform Appraisal Standards for Federal Land Acquisition (Yellow Book). The Federal appraisal standards can be downloaded at www.usdoj.gov/enrd/land-ack. We highly encourage all sponsors to refer to the "APPRAISAL SELECTION NOTES" and utilize the "SELECTING QUALIFIED APPRAISERS CHECKLIST," in the appraiser selection process.

The effective date of the appraisal(s) must be within one year of the application deadline.

Applications will be considered complete when accompanied by the required appraisal(s). Applications submitted without appraisals will be considered incomplete and become ineligible to receive a grant.

SUPPORTING MATERIAL [X] Appraisal(s) (required with application)

PROJECT COST ESTIMATES – RESTORATION

Communities classified as "Targeted" or "Distressed" may apply for funding to restore a publicly owned open space, property for public access and/or passive recreation. Restoration proposals require a site plan, a project scope and a cost estimate.

3. ELIGIBILITY: Municipalities, land trusts and water companies are the three entities eligible to apply for and receive a grant under this program:

Municipality:

- Is the applying municipality classified as a "Distressed Municipality" or a "Targeted Investment Community" (Section 32-9p CGS)?**

No. The Town of Fairfield is not listed as a "distressed municipality" or a "targeted investment community".

- As a Distressed or Targeted Investment Community, is this application a request for funds to enhance, restore or protect existing natural resources on property currently owned by the municipality? If so, please expand upon the project scope that will enhance or protect the existing features or habitat found on this property.**

Not Applicable. The Town of Fairfield does not meet the definition of a "distressed municipality" or a "targeted investment community".

- If the property being proposed is being purchased from a water company, has the property been classified as surplus (Class III) land? Has the Water Company been granted permission to dispose of the property by the Public Utilities Regulatory Authority (PURA) and the Department of Public Health (DPH)?**

Not Applicable. The Town of Fairfield is preparing to purchase the land from a private seller who is not a Water Company.

- Indicate the Municipality's Development Designation under the Connecticut Housing Partnership Program.**

The Town of Fairfield has been listed as receiving a Development Designation under the Connecticut Housing Partnership Program. As per the attached.

Towns which have received a Development Designation or waiver include: Ashford, Bethel, Branford, Bridgeport, Brookfield, Brooklyn, Cheshire, Chester, Danbury, Durham, Enfield, **Fairfield**, Glastonbury, Groton, Hamden, Hartford, Hebron, Litchfield, Madison, Mansfield, Meriden, Middletown, New Haven, New Milford, Newtown, Norwalk, Old Saybrook, Plainfield, Plainville, Pomfret, Putnam, Redding, Sharon, Simsbury, Suffield, Torrington, Wallingford, Warren, Waterbury, Waterford, Watertown, Westbrook, West Hartford, Wethersfield, Vernon, Winchester, Windham and Woodbury.

Water Company: (as defined in CGS 25-32a)

- Is the applying water company publicly or privately owned?**

Not Applicable

- ☒ Land purchased must be classified as "Class I" or "Class II" after acquisition. How will the land be classified?

Not Applicable

Nonprofit Land Conservation Organization (Land Trust):

- ☒ Is the applicant a nonprofit land trust? If so, what is the area served by the land trust? Please provide a copy of documents establishing the land trust (incorporation papers or bylaws).

Not Applicable. The applicant is the Town of Fairfield and is not a land trust.

- ☒ Are lands owned by this trust and the proposed acquisition available for public use?

All land purchased by the Town of Fairfield for open space purposes is deed restricted and reserved for public use as passive open space.

- ☒ Has the Land Trust adopted and implemented the *Land Trust Standards & Practices*?

Not Applicable. The Town is not a land trust. The Town has several open space management plans that pertain to its existing open space parcels. If acquired, the existing open space management plan will be updated to reflect the carefully considered management requirements for the subject site.

- ☒ If the proposed acquisition is being purchased from a water company, has it been classified as surplus "Class III" land? Has the water company been granted permission to dispose of the property by PURA & DPH?

Not Applicable.

NOTE: If you are a Land Trust purchasing interest in land located in a Targeted and/or Distressed Municipality, you must obtain approval from the chief elected official or governing legislative body. This approval must be part of the application.

All Applicants:

Is the site on the market? YES ☒ NO _____. Is there a willing seller? YES ☒ NO _____.

Is a purchase & sale (P&S) agreement executed on the property? YES ☒ NO _____. If a P&S agreement is not available, is there a certified Letter of Intent by the owner? YES _____ NO ☒.

- ☒ Are there any reserved rights, restrictions or environmental intrusions (power lines, dumps, factories, roads, etc.) on or near the proposed site? YES _____ NO ☒. If yes, please give details.

- ☒ Are the current conditions of the site suitable for the proposed uses, or will any physical changes be required? Expand upon any changes that may be required.

Current conditions on the site are suitable for the proposed uses. There are existing, cut pathways on the property that will allow for passive recreation and use of the property for light hiking and wildlife observation opportunity. The Town may opt to conduct further clearing of the existing pathways to clear out overgrown vegetation that prohibits access. Town signage will also be established identifying the parcel as an open space.

- R Describe both positive and negative impacts of the project on the environment. Pay particular attention to flood plains, wetlands, aquifers, prime or unique farmlands, endangered species, historical or archaeological sites and coastal zones.**

There are no negative environmental impacts anticipated as part of the project. The Town of Fairfield intends to preserve the land that is located in an AE-flood zone which removes more intense development potential, and make low impact improvements that will have deminimis impacts to the property including the addition of hiking trails or bird viewing areas. The Town goal would be to improve the wildlife habitat by managing the property for invasive vegetation and restoring the native flora as much as possible.

- R Are there any residential dwellings on the property? If so, what will the dwellings be used for?**

No. The site has never been developed and is currently vacant land.

- R Has an environmental assessment of any discharge, spillage, uncontrolled loss, seepage, or release of hazardous waste on the site been completed?**

No. To the best knowledge of the Town, there has never been any environmental assessment performed on the property. The Town will have a Phase I Environmental Site Assessment performed on the property prior to the closing on the property.

- R Is there current agricultural use or forest management on this property? If so, what are the current activities and will these activities remain or change?**

No. There is no current agricultural or forest management use of the property. The site is current undeveloped.

- R If the property is going to be used for agriculture, provide the percentage of prime agriculture soils and a soils map of the property (contact Agriculture Extension Office or NRCS).**

There are no plans to use the site for agricultural at the present time. The Site will be added to the Town of Fairfield's Open Space land bank and will be managed for uses associated with passive recreation.

☒ Is there any commercial use, agriculture or other use located on any part of the proposed project?

No. There is no current commercial, agriculture, or any other use of the subject property.

☒ Will the project displace any businesses, homes or other establishments? If so, describe.

No. The project will not displace any businesses, homes, or other establishments. The site is currently an undeveloped parcel located within a residential building zone.

SUPPORTING MATERIAL

☒ Purchase & Sales Agreement

☐ Letter of Intent

4. EXISTING OWNERSHIP AND AGRICULTURAL USES:

Who is the existing owner?

☒ Has a title search been conducted on this property? YES X NO (title search cost is not reimbursable)

Yes. A title search has been performed for the property as part of this application.

☒ Is the property free from any lien, claim, encumbrance or easement that would prevent the land from being used for open space purposes? If so, please describe.

No. A title search has been performed on the property and is included in the supporting materials with the current deed to the property. There are no existing liens, claims, encumbrances or easements currently recorded for the property in the Town of Fairfield land records.

☒ Is the property currently used for agriculture or are there planned agricultural uses of the property prior to acquiring the property or the property rights? If so, is there any document that authorizes uses or future uses (i.e., a lease, agreement, letter of intent or interest)?

No. There is no current agriculture or planned future agricultural use proposed for the property. The Town will not lease the parcel for any agricultural purposes in the future.

SUPPORTING MATERIAL

☒ Copy of Deed/Lease (current owners)

☒ Copy of Title Search (if conducted)

☐ Copy of unrecorded leases, agreements or letters of intent/interest

5. SITE CONVENIENCE & PUBLIC ACCESS:

Public Access is defined as the ability of the public to gain access to the property and utilize the property for passive recreation. Access must be a permanent status (ownership), a connecting easement of land not owned by the applicant will not be accepted as public access. Access must be from a public road. Parking on the public road (if allowed) will be accepted, however, an on-site, off-street parking area for public safety is preferred. If public access is not clearly shown and defined in the application, the project will not be evaluated or awarded a grant.

- R How will the public utilize the property? On a map, please show how the public will access and utilize the property for passive recreation.**

Once acquired, access to the site will be provided to the public along the southern portion of the property which fronts Oldfield Road. Public parking will be available along Oldfield Road for anyone wishing to access the open space property. In addition, the Frank Rice Nature Trail is located across the street and there is also an existing public access parking lot to the south that will allow residents to park their cars and walk onto the property. The Town is proposing to have the property act as the northern extension of the existing Frank Rice Nature Trail. A map showing the existing Frank Rice Nature Trail, the proposed public access to the site, and the existing parking has been provided in Section 1 of the supporting materials.

- R What, if any, recreational resources exist on the property? Please show where these resources are, on the required map.**

There are a couple of unimproved trails located on the site that would be improved to facilitate public access. No other recreational resources exist on the site that would benefit the public at this time. Please see the attached map that details the location of any existing improvements at the site.

- R Will recreational resources need to be developed? If so, on the required map, please indicate where, and to what extent these resources will be developed.**

Once acquired, the Town would evaluate the construction of a small low impact trail system that would improve public access to the site. The property would become an extension of the Frank Rice Nature Trail that starts south of the site across Oldfield Road. In addition, in the future, the Conservation Department would like to design and construct a bird blind on the northern portion of the subject site to allow users to be able to view birds and other wildlife that utilize the Pine Creek tidal marsh north of the property.

The Town has a long and successful history of constructing trails on Town owned open space areas. Currently, the Town of Fairfield manages over 1,200 acres of public open space and has expertise in open space management and trail construction. The Town's open space management plan would be updated to reflect the site specific management recommendations for the property once it was evaluated, developed, and agreed upon by the Conservation Commission.

- ☐ If active agriculture is a component of the project, please describe in detail the degree and extent of public access that is being proposed and how, public access may be limited by such agricultural uses. Limited public access under this program must be approved by the Commissioner, based on a determination that such public access would be disruptive of agricultural activities occurring on agricultural areas of the land.

Not Applicable. Agricultural uses are not currently being conducted at the site and the Town has no plans to lease or use the site in the future for agricultural. The Town's goal is to use the site for passive recreation and to maintain the property in an undeveloped state.

SUPPORTING MATERIAL

- ☒ Copy of map showing how the public will access the property, the level of development and passive recreation the public will enjoy.

Convenience is defined as the location of this site with respect to the service area.

- ☐ Is the property in close proximity to an urban area or population center?

Yes. Fairfield is part of the Stamford-Bridgeport urban area. The subject site is located less than a ¼ mile from the Town of Fairfield Town Hall and center of downtown. The property abuts the existing Pine Creek Tidal Marsh Open Space which is approximately 225 acres of tidal marsh and adjacent uplands.

- ☐ Please identify the major service area(s) neighborhood(s), city(ies), region(s) that would be affected by this proposed acquisition or restoration.

The subject site is located within Fairfield's coastal plain within the residential neighborhood commonly referred to as lower Sasco Hill/Pine Creek. The subject site is approximately ¼ mile to Town center and the Town Hall. Public transportation via bus and Metro-North train is located to the northeast of the site and is within walking distance. Due to the size and nature of the site, it is not anticipated that many out of town visitors will come to visit the site unless amenities such as wildlife viewing stations are constructed. However, Town-owned passive open spaces are open to the general public including residents of surrounding more urbanized communities in the greater Stamford to Bridgeport metropolitan area.

- ☐ What is the population density of the municipality (per square mile)?

According to the 2013 demographic data, the Town of Fairfield has a population of approximately 60,855 which equates to a population density of 1,927/square mile.

- ☐ Is this proposed acquisition or restoration in an area where significant growth/development has occurred or is planned? YES ☒ NO _____. If yes, please expand upon the level of growth and the intensity of the development.

The subject site is located in an area that is zoned for two family dwellings. Historically, the area was only zoned for single family houses but the zoning regulations were changed in the mid-90's to allow for the construction of two family houses. As a result, the surrounding area is seeing a significant increase in growth as lot coverage and density as existing single family houses are being demolished and replaced with larger two family houses. The Town expects this trend to continue as long as real estate prices remain high and there is an increasing demand for high end two family homes. However, the site is located within FEMA's regulated flood zone and reducing additional new development would reduce future risks to people and property for this site.

☒ Is the site serviced by mass transit? YES X NO. If so, please explain.

The Town of Fairfield Metro-North Railroad Station is located approximately ½ mile northeast of the site and is within walking distance of the subject site. In addition, Greater Bridgeport Transit runs the Coastal Link service off of the Post Road in close proximity of the site. The property is located within an existing residential neighborhood where residents can also easily access the site.

6. LOCAL SUPPORT:

☒ Has the proposed acquisition or restoration received approval or support from municipal, regional or executive boards and/or land trust(s)? If so, what was the response? Please provide relevant excerpts from the agencies/commissions.

The Town of Fairfield Land Acquisition Committee and the Conservation Commission have both endorsed the submission of this grant application and the potential purchase of the subject site at 760 Oldfield Road, Fairfield, Connecticut. Furthermore, the Aspetuck Land Trust and the Metropolitan Council of Governments (METROCOG) have shown their support for the acquisition of the property. Support letters have been attached to the grant from all parties that have shown their local support for the grant submission.

SUPPORTING MATERIAL

[X] Support letters: municipal planning, inland wetland, conservation and/or open space commissions, regional.

NOTE: If you are a Land Trust purchasing interest in land located in a Targeted and/or Distressed Municipality, you must obtain approval from the chief elected official or governing legislative body. This approval must be part of the application.

7. STATEMENT OF NEED:

☒ Is the property vulnerable to development?

Yes. Until the current purchase agreement was negotiated with the existing property owner, the property owner was in the process of trying to obtain local land use approvals for the development of a two-family residential house. The subject property does not have the minimum square of 60' required by zoning for site development which would require placement of a new residential structure in a less-desirable, rear-lot configuration to the existing houses on Oldfield Lane. The site's located in the AE-12 flood zone which has an estimated flood height of approximately 5-6 feet that requires significant elevation of the new structure above grade. Both a variance and a Coastal Area Management Permit are required for the subject site to be developed. These approvals are likely to be granted by the local Superior Court if the matter were to be denied at the local level.

As part of the FEMA Community Rating System (CRS), the Town of Fairfield is trying to limit development in the existing coastal plain and purchase of this property would reduce future flooding risk to people and structures.

- R- Has the property received development approval for a residential, commercial or industrial use according to local planning & zoning board/commission? If so, explain the level of development and its impact on the area.**

No. The property owner was currently seeking the approval of local land use boards in order to construct a two-family residential house until the Town of Fairfield was able to negotiate a purchase agreement with the property owner. The property owner has since suspended the land use approval process until such time as the CTDEEP grant award is announced. However, given the direct adjacency of the Pine Creek on the eastern property boundary, there are concerns about the quality of the creek should future development for this parcel be approved.

- R- Provide evidence that the proposed acquisition consistent with the local Municipal Plan of Conservation and Development that has been completed and approved of in the last 10 years.**

Yes. The Town of Fairfield's Plan of Conservation and Development and the Regional Plan of Conservation and Development both support the acquisition of open space as a management tool against urban sprawl. Specifically, the Town of Fairfield Plan of Conservation and Development references its support of open space acquisition and management in Chapter 3, Section 1 entitled, "Environment and Ecology". Copies of the relevant sections have been attached for reference.

- R- Is the proposed acquisition consistent or identified in other municipal or regional plans (current, less than 10 years old) such as Water Quality, Open Space Initiative and/or a Regional Open Space Plan?**

The acquisition is consistent with the Regional Plan of Conservation and Development that was prepared by the Metropolitan Council of Governments (METROCOG). The Town is currently in the process of preparing an Open Space Acquisition master plan that is being coordinated with the Town's Conservation Commission and Land Acquisition Commission. The goal of the plan is to layout a strategic 10-year plan regarding the protection of open space and the need for additional

acquisition to fulfill the strategic goals of the Town. A copy of the relevant section of the regional POCD and a support letter from METROCOG has been attached for reference.

- R** Is the proposed acquisition consistent with the State's Plan of Conservation and Development (available from the Office of Policy and Management) and applicable State conservation and recreation plans (e.g., The Green Plan, the Statewide Comprehensive Outdoor Recreation Plan (SCORP), DEEP Comprehensive Wildlife Strategy). If so, please explain/provide supporting justification that this proposed acquisition or restoration complies with a documented need as addressed in a local or regional open space conservation & development plan. Please provide relevant excerpts.

The proposed property acquisition also meets the State's own Open Space preservation goals, as stated in both its Conservation and Development Policies Plan of Connecticut 2013-2018 (State C&D Plan) and the Green Plan. The State C&D plan consists of six growth principles including the following specific to open space preservation:

-Conserve and restore the natural environment, cultural and historical resources, and traditional rural lands;

The project also contributes to the State's goal of preserving 21% of the state's land area as open space, and addresses the specific policy of providing " permanently preserved open space areas and facilitate the expansion of the state's open space and greenway network through continued state funding and public-private partnerships for the acquisition and maintenance of important multi-functional land and other priorities identified in the State's Open Space Plan (i.e., Green Plan)" (C&D Plan, Growth Management Principle #4, pg 19). Acquisition of the site would also "minimize the siting of new ...development in coastal areas prone to erosion and inundation from sea level rise or storms..." p. 19)

SUPPORTING MATERIAL

[X] Municipal Plan of Conservation & Development (Dated of Plan), Municipal Recreational and/or other Open Space Plan (relevant excerpts)

[X] Regional Conservation Plan (relevant excerpts)

[Not Available] Water Quality Plan (relevant excerpts)

[N/A] Land Trust Acquisition Plan (relevant excerpts)

[N/A] State conservation and recreation plans (relevant excerpts)

8. FUNDING MECHANISM:

- R** Does the acquisition or restoration involve cooperative funding between towns, land conservation organizations, local community groups or others? Describe the involvement of each party.

No. The Town of Fairfield plans to use funding that is available in the Conservation Commission's H. Smith Richardson Trust Fund that has been set aside for Conservation related purposes. This fund is operated independently of the Town budget and currently has enough funding available to cover the proposed purchase of the subject site. The latest available statement documenting the fund balance has been attached for review.

- ☒ **There must be reasonable anticipation that funds will be available within one year of grant award. It will be to the applicant's advantage to have funding firmly in place.**

Yes. The funds will be administered through the available H. Smith Richardson Trust Fund. A copy of the fund balance has been attached for review.

- ☒ **Provide documentation showing the source and availability of funds and cash flow to complete the project.**

Documentation has been attached documenting the solvency of the source of funding from the H. Smith Richardson Trust Fund.

- ☒ **Is this project going to be funded under any non-traditional methods? If so, describe this funding method.**

Yes. The Town intends to use the existing H. Smith Richardson Trust Fund. The Conservation Commission must approve the use of the funds to be used in a manner that is consistent with the term of the trust. A copy of the resolution establishing the trust fund has been provided as part of this grant application. The Conservation Commission authorized the development of the grant application at the regular Conservation Commission meeting on January 17th, 2018. A copy of the draft meeting minutes has been attached with the supporting materials.

SUPPORTING MATERIAL

☒ **Resolution authorizing the expenditure of funds (municipal or corporate)**

☒ **Budget line item where funds are held or committed**

☒ **Copy of statement showing the balance in the Open Space Acquisition Account**

☒ **Show commitment, amount and sources related to creative/alternative funding proposals**

9. OPERATION, MAINTENANCE AND STEWARDSHIP CAPABILITIES:

- ☒ **Please provide evidence of the capability to maintain and operate this proposed project area by providing:**

- **A detailed description of who will manage the property**

The Town of Fairfield's Conservation Department will be the primary entity who will be in charge of the long-term management of the property. The Fairfield Conservation Department has a long history of land management within the Town and has managed conservation lands since its inception in 1972. The Conservation Department develops detailed management plans for each parcel of land it owns and uses these plans as guidance manuals in the long-term management of each of its open space sites.

- **The management level of expertise and/or experience**

The Conservation Department's land management unit consists of 4 full time staff and 4 seasonal workers. Members of the Conservation Department staff work under the direction of a State of Connecticut licensed arborist and all are required to have a CTDEEP certified pesticide applicators license. In addition, the Conservation staff routinely attends training seminars and workshops regarding land management and invasive vegetation management. The Fairfield Conservation Department is well known throughout the State as being a leader among municipal land management agencies. In addition, the Conservation Department routinely hires outside land management contractors to perform more rigorous invasive vegetation management and replanting projects.

- **How the property will be operated and maintained**

The management of the property will be funded annually under the Conservation Department's operating budget and will be maintained by the Conservation Department staff with the occasional help of qualified outside contractors.

➤ **Will the maintenance of this facility be a cooperative effort between the municipality, land conservation organizations or local community groups? Provide assurance and level of commitment from each cooperator.**

The Fairfield Conservation Department will be the lead organization regarding the long-term management of the parcel once it is acquired. From time to time, the Town engages local volunteer groups to help with projects on our local open space properties (i.e. Eagle Scout Projects). The Town believes that working with local volunteer groups on the site after the property is acquired and a management plan is developed for the property develops stronger local stewardship ties.

➤ **Does funding for stewardship exist or will it be in place? Please explain.**

The Town of Fairfield Conservation Department has the responsibility for the management of open space within the Town. Currently, the Town manages approximately 1,220 acres of open space in various environments including tidal wetlands, upland forest and meadows, and pasture. The Conservation Department's annual operating budget carries the costs that are required to maintain the existing open space in a manner that is consistent with the open space management plans that

have been developed for each Town owned parcel. After the acquisition of the subject site is completed, the Town would update its existing strategic management plan with detailed management recommendations for the parcel which would promote goals such as passive recreation, wildlife habitat restoration, and invasive vegetation control.

- Ⓡ If you are a previous grant recipient, you must submit a certification that previous projects are in compliance with the grant conditions and the conservation easement. Failure to provide this certification may impact new grant awards.**

To the best of my knowledge, all of the Town of Fairfield's past land acquisition grants and conservation easements are in compliance with the terms of grants/easements. The Fairfield Conservation Department works diligently to make sure that open space land is managed in accordance with past agreements and is quick to resolve conflicts such as neighbor's encroachments when they are discovered.

Any questions should be directed to the DEEP Land Acquisition and Management at (860) 424-3081 or 424-3774.

Please return this questionnaire, along with responses and supporting documentation to the following address:

**Department of Energy and Environmental Protection
Open Space and Watershed Land Acquisition Grant Program
Office of Constituent Affairs/Land Management
79 Elm Street, 6th Floor
Hartford, CT 06106-5127
Tel: (860) 424-3081
REVISED: August 27, 2015**

DEFINITIONS AND PROGRAM CONDITIONS

Definitions:

APPLICANT/SPONSOR: A municipality, land trust (nonprofit land management organization) or water company.

ACQUISITION IN-FEE: The total interest of the property is transferred to the sponsor. The sponsor holds that interest and has the ability to grant interest(s) in the property to others.

PURCHASE OF AN EASEMENT: A permanent interest in land, such as a conservation easement. The purchase of a conservation easement does not negate the program's public access requirement.

RESTORATION: Grant-funded activities that restore or protect natural features or habitats (e.g., wetland or wildlife or plant habitat restoration, restoration of the site to a more natural condition, replacement of vegetation). Grants are given to municipalities that are either classified as Targeted or Distressed for open space land owned by the municipality.

Program Conditions:

PROPERTY USE: Projects funded under this program will be protected as open space in perpetuity. Grants will not be given if the property has any structural buildings. Structural buildings must be either excepted out (by mapping) or razed before funding can be released. No intensive recreation is permitted on the protected property. Passive recreation is allowed and defined in the State's Conservation Easement and the Program FAQ.

PROPOSED PROTECTED PROPERTY: The application is being submitted for a proposed project. The applicant is attesting to the location, current uses, current conditions, value and size. Errors or omissions in any of these elements in the application will be grounds to stop evaluation of the application. If the project scope (total acreage or public access area) is diminished by 10% or more after the grant is promised, the project will no longer be eligible for funding, but the applicant can reapply for a grant at a later date.

PROTECTED PROPERTY MANAGEMENT: If the applicant is a previous grant recipient and the previously awarded projects are not managed in accordance with the terms and conditions of the Grant Agreement, the current application may be ineligible for funding or the funding may be delayed until the previously awarded properties are brought into compliance.

FEDERAL FUNDING: If the applicant is or will be applying for federal funding that would result in the State's interest in land being subordinate to a federal easement, the grant award will be adjusted to account for the remaining value of the property that will be provided to the State (i.e., recreational value). It will be the responsibility of the applicant to support a proposed value with relevant information. The final grant award will be at the discretion of the Commissioner after recommendations are made by DEEP staff and the Natural Heritage, Open Space and Watershed Land Acquisition Review Board.

APPRAISAL SELECTION NOTES

Refer to and utilize the "Selecting A Qualified Appraiser Checklist" to pre-qualify appraisers BEFORE you need an appraisal so that you have a group of qualified appraisers you can contact when you do need one.

Contact state and federal users of appraisal services and appraisal review departments to get feedback on appraisers you may be considering. They may be able to tell you if an appraiser's work has been rejected and or the ability of the appraiser to meet their appraisal requirements

Do not wait to order your appraisals. Most qualified land appraisers will require anywhere from 3 to 8 weeks to complete a land appraisal assignment and the most qualified appraisers will be booked quickly for funding programs (CT DEEP Open Space Grant Program) that require many appraisals.

When seeking quotes, provide the appraiser with a detailed description of the subject property (including available maps), all the agencies/funding partners involved in the assignment, the specific property rights to be appraised and any other requirements of the assignment.

You need to be sure that the appraisal you request meets the requirements of all the funding agencies that will be intended users of the report. *Certain agencies and programs may have conflicting appraisal requirements. Be aware that some appraisals cannot meet the requirements of multiple users (example: The IRS, USPAP, and Yellow Book use different market value definitions) and that more than one appraisal may be necessary depending on the circumstances.*

For a PDF Copy of the **UASFLA (Yellow Book)** go to:

<http://www.justice.gov/enrd/land-ack/Uniform-Appraisal-Standards.pdf>

For a free copy of **USPAP** go to: <http://www.uspap.org/> (the flip book version is free but not user friendly). To purchase a copy of USPAP go to: <http://www.appraisalfoundation.org/>

For **IRS Appraisal Guidelines** go to <http://www.irs.gov/publications/p561/ar02.html#d0e1653> or Google IRS Publication 561 and http://www.irs.gov/irb/2006-46_IRB/ar13.html

For PDF Appraisal Specifications for the **NRCS Agricultural Conservation Easement Program (ACEP)**: <http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=37029.wba> Page 9 of 9

SELECTING A QUALIFIED APPRAISER CHECKLIST

1. ___ Are you a Certified General Appraiser in the State of CT?
2. ___ Do you have any specific appraisal education pertaining to The *Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA a/k/a Yellow Book)* and or conservation easement appraisals? *Have they taken the Uniform Appraisal Standards for Federal Land Acquisitions Course, completed the Valuation of Conservation Easements Certificate Program with the Appraisal Institute, or any other similar valuation courses offered by other organizations?*
3. ___ Do you have a copy of the Yellow Book? Are you knowledgeable about the *UASFLA* or Yellow Book Appraisal requirements? If not, what would you do to assure that the appraisal will comply with Yellow Book appraisal standards?
4. ___ What are the major differences between appraisals done to Uniform Standards of Professional Appraisal Practice (USPAP) and *UASFLA -Yellow Book* standards? *(Briefly-Yellow Book-requires: larger parcel analysis; different definition of market value; and 10 year sales history of subject vs. 3 for USPAP, as well as other differences).*
5. ___ Would you use sales to federal, state, municipal and or land trusts as comparables in Yellow Book appraisals? In USPAP appraisals? *(This is a red flag since DEEP and Federal agencies, in almost all cases, will not accept these types of sales in any appraisal).*
6. ___ How many Yellow Book Appraisals have you done? How many in the last 24 months? Which agencies, municipalities, land trusts or non-profit conservation organizations have you done Yellow Book or USPAP appraisals for? Have you done any appraisal work for the specific funding agency(s) involved in

the assignment (*CT DEEP, CT Department of Agriculture, USDA-NRCS, US Forest Service, US Fish and Wildlife Service, etc.*)?

7. ____Are you aware of and knowledgeable regarding the appraisal requirements for the program that is the basis for this assignment (*e.g., CT DEEP Open Space and Watershed Land Acquisition Grant Program, USDA-NRCS programs, etc.*)? *If a USDA Appraisal is required, ask "Are you aware of the specific requirements for the USDA-NRCS Agricultural Conservation Easement Program, which replaced the former Farm and Ranch Land Protection Program, Grassland Reserve, and Wetland Reserve Programs under the 2014 Farm Bill?" These programs may have different supplemental appraisal requirements that an appraiser needs to be aware of.*

8. ____Have you done land appraisals in this town, county or market area before? If so, how recently? Can you give me examples of the types of property you have appraised in this area (*town, size of parcel, fee simple; before and after/easements*)?

9. ____Have you ever had any appraisals rejected by the agency that this appraisal will be done for (DEEP, USDA-NRCS, US Forest Service, US Fish and Wildlife, etc)? If so, why was it rejected?

10. ____Could you provide 3 references from the client groups you have done appraisals for? *Try to get one reference for each client group and then follow-up to inquire about the client's experience with the appraiser, the quality of the appraisal, their ability to meet deadlines, and if any appraisals were rejected.*

SUPPORTING MATERIALS

SECTION 1:

Public Access Location(s)
Topographic Map
Town Road Map
Property Boundary Map (A2)
Soils Map
Ortho-photo Map



Town of Fairfield

Town Road Map 760 Oldfield Road



Legend

- House Number
- Parcels

1:2,818



469.6 0 234.81 469.6 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



**PRELIMINARY
CERTIFICATE OF TITLE**

ISSUED TO

TOWN OF FAIRFIELD

THIS IS TO CERTIFY that after an examination of the Land Records, as indexed, of the Town of Fairfield, County of Fairfield, and State of Connecticut, to the date hereof, we are of the opinion that:

GEORGE HENRY SAUM

is the owner in fee simple of the following premises:

All that certain piece or parcel of land situated in the Town of Fairfield, County of Fairfield, and State of Connecticut, more fully described in Schedule A attached hereto.

Said premises being known as 760 Oldfield Road, Fairfield, CT 06824.

Said premises are subject to the following valid encumbrances:

1. Any and all provisions of any ordinance, municipal regulation or public or private law regulating the use and occupancy of said premises, specifically including, without limitation, zoning regulations, inland wetlands and watercourses statutes and regulations, and tidal wetlands statutes and regulations.
2. Such facts as an accurate and up-to-date survey may disclose.
3. Taxes due and payable to the Town of Fairfield on the List of October 1, 2016 in the amount of \$1,852.60 are one-half paid.
4. Taxes on the List of October 1, 2017 due to the Town of Fairfield, not yet due and payable. Amount not yet determined.
5. Riparian rights of others in and to the pond and creek adjoining the premises.

This examination has been brought down to the 12th day of January, 2018 at 4:30 p.m.

HOLAHAN, GUMPPER & DOWLING

By


Kevin J. Gumper

SCHEDULE A

That certain piece or parcel of land, together with all buildings and improvements thereon standing, situated in the Town of Fairfield, County of Fairfield, and State of Connecticut, bounded and described as follows:

- NORTHERLY: by land now or formerly of the Town of Fairfield;
- EASTERLY: by a meandering line along a creek, being land now or formerly of the Town of Fairfield in part, and in part by land now or formerly of Clifford E. and Mary M. Smith;
- SOUTHERLY: by Oldfield Road;
- WESTERLY: by land now or formerly of Elizabeth Hatter, 120 feet, more or less;
- SOUTHERLY AGAIN: by land now or formerly of Elizabeth Hatter, 47 feet, more or less;
- WESTERLY AGAIN: by land now or formerly of Mary Murzyn et al in part, and in part by land now or formerly of Joseph and Josephine Rzasa, Harry and Doris Hyde, Robert and Joan Crossman, Arthur M. and Mary Crossman, Louis and Mary Paternoster, and Michael Hasak et als, each in part;
- WESTERLY AGAIN: by land now or formerly of the Town of Fairfield.

The above described premises are also shown as Parcel No. 153 on Fairfield Assessor's Map No. 232 and contain, according to said map, 3.6 acres, more or less.

The above described premises comprise the property described in that certain deed dated December 12, 1917 and recorded in Volume 90, Page 644 of the Fairfield Land Records, plus the property described in that certain deed dated July 1, 1920 and recorded in Volume 100, Page 381 of the said Land Records. Less the property conveyed to Fritz Holmberg by Warranty Deed dated June 24, 1920 and recorded in Volume 103, Page 80, and less the property conveyed by Warranty Deed to Lester E. and Elizabeth R. Forbes dated May 6, 1955 and recorded in Volume 327, Page 384 of said Land Records.

AGREEMENT made as of the _____ day of JANUARY , 2018, BETWEEN:

GEORGE HENRY SAUM of 331 Grandview Road, Fairfield, CT 06825, (hereinafter referred to as the SELLER),

and

THE TOWN OF FAIRFIELD, a municipal corporation with an address of 725 Old Post Road Fairfield, CT 06824, (hereinafter referred to as the BUYER),

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 **760 Old Field Road, Fairfield, CT 06824**, 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 **ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$1655,000)**, which the BUYER agrees to pay at closing.

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 full covenant Warranty Deed in proper form, to convey to the BUYER, or BUYER's permitted assigns, the fee simple of the Premises, free of all encumbrances except as aforesaid. The SELLER shall complete and deliver to the BUYER the conveyance tax forms. **The Parties acknowledge that this transaction is exempt from the payment of conveyance taxes. Such exemption is a material inducement to SELLER to entering into this transaction**

4. **CLOSING.** The deed shall be delivered at the offices of the SELLER's attorney **within 30 days from the final approval of this transaction by all governmental bodies, as set forth in Paragraph 5 of this agreement, but in no event later than January 31, 2019.**

5. **APPROVAL CONTINGENCY.** The obligations of the parties under this agreement are subject to and contingent upon the following (the "Approvals"):

(a) The approval by the Connecticut Department of Energy and Environmental Protection ("DEEP") of an Open Space Land and Watershed Acquisition Grant in the minimum amount of \$82,500 (50% of the purchase price) (the "DEEP Grant".) The BUYER agrees to make a prompt and accurate application for the DEEP Grant, and to pursue the DEEP Grant with reasonable diligence. The SELLER acknowledges that the approval of the DEEP Grant will be in part contingent upon DEEP's acceptance of the two "yellow book" appraisals of the Premises, previously obtained by BUYER.

(b) Approvals of the purchase by (i) the Fairfield Land Acquisition Committee; (ii) the Fairfield Conservation Commission; (iii) the Fairfield Board of Selectmen; (iv) the Fairfield Board of Finance; and (v) the Fairfield Representative Town Meeting; and a favorable report pursuant to Section 8-24 of the Connecticut General Statutes by the Fairfield Town Plan and Zoning Commission.

(c) Approval by all relevant Boards and Commissions of the BUYER of the use of funds from the H. Smith Richardson Trust to supply the balance of the purchase price over and above the amount received from the DEEP Grant.

(d) Each Approval shall be deemed obtained upon the taking of final action by the applicable Department, Board or Commission, and the lapsing of any applicable appeal period.

(e) The parties anticipate that the Approvals will be obtained, if at all, on or before December 31, 2018. If the Approvals have not been obtained by such date, then this Agreement shall lapse and be of no further force and effect on January 31, 2019, unless the parties shall sooner mutually agree to extend the closing date.

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 fee, 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: The SELLER represents that the Premises and the present use thereof are not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any restrictive covenant, agreement or condition subject to which title to the Premises is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the date of closing the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises, which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.

(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 loss 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 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 encumbrances as shown on Schedule A, if any.

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 he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in their present, AS IS condition. The BUYER acknowledges that the SELLER has made no representations and gives no warranties (except with respect to title) concerning the condition of the Premises. Without limiting the foregoing, the BUYER acknowledges that the Seller makes no representations and gives no warranty regarding the environmental condition of the Premises.

9. **NO BROKER(S).** 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 listing on the Premises. The BUYER (jointly and severally, if more than one) 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. 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.

12. 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), broom-clean, free of all debris, litter and furnishings and shall deliver all keys in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

13. DELAYED CLOSING. If either party causes a delay in the closing for more than four weeks following the closing date set forth in paragraph 4 of this Agreement, the party causing the delay shall be deemed to be in default. Provided, the failure of any Board or Commission of the Buyer to approve this transaction shall not be deemed to have caused a delay.

14. 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, **in which event the BUYER shall pay SELLER the sum of \$16,500 as liquidated damages.** 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, **other than the right to payment of the liquidated damages.** 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.

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 Paragraph 6. 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.

15. UTILITIES. The SELLER represents that no utility lines cross the property of an adjoining owner to serve the Premises unless specifically set forth in this Agreement, and that no utility lines cross the Premises and serve property of an adjoining owner unless specifically set forth herein.

16. KNOWLEDGE OF HEARINGS. The SELLER represents that SELLER has neither knowledge nor notice of any pending public agency (including but not limited to Planning, Zoning, Inland Wetlands, etc.) hearings or appeals therefrom affecting the Premises or any abutting property and will promptly notify the BUYER if the SELLER receives notice or learns of any such hearings after the signing of this Agreement and prior to closing. If the purpose of such hearing would have an adverse effect on the property and/or BUYER's use and enjoyment thereof, either party can either: 1). Cancel this agreement; 2). Postpone closing date until after said hearing to determine if the requested use(s) or change(s) has/have been granted; or 3). Proceed to closing pursuant to the terms contained herein.

17. DELIVERY OF DOCUMENTS. The SELLER shall deliver to the BUYER prior to closing any surveys in the SELLER's possession pertaining to the Premises..

18. 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.

19. 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:

Kevin J. Gumper, Esq.
1375 Kings Highway East
Fairfield, CT 06824
Phone: (203) 384-1385
Fax: (203) 335-3594
Email: kgumper@hganddlaw.com

Notices to the BUYER shall be sent to:

**Stanton H. Lesser, Esq.
One Eliot Place
Fairfield, CT 06824
Tel. 203-336-1811
Fax: 203-255-8883**

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. **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.

31. **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.

32. **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, 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.

33. **NO FURTHER ENCUMBRANCE.** 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.

34. **RECORD OWNER.** SELLER is record owner in fee simple of the premises being conveyed herein.

35. **ABUTS PUBLIC STREET.** SELLER represents that the property abuts a public highway.

36. **MUNICIPAL ASSESSMENTS.** SELLER represents that Seller has no knowledge of the existence of any municipal lien and/or assessment, nor improvements for which a lien or assessment could be levied in the future.

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

In the Presence of:

Seller Gerge Henry Saum

Buyer: TheTown of Fairfield

BY:

**ATTACHMENTS:
SCHEDULE A**

- Description of Premises
- Exceptions to Title [see Paragraph 6(e)(vi)]

SCHEDULE A

That certain piece or parcel of land, together with all buildings and improvements thereon standing, situated in the Town of Fairfield, County of Fairfield, and State of Connecticut, bounded and described as follows:

- NORTHERLY: by land now or formerly of the Town of Fairfield;
- EASTERLY: by a meandering line along a creek, being land now or formerly of the Town of Fairfield in part, and in part by land now or formerly of Clifford E. and Mary M. Smith;
- SOUTHERLY: by Oldfield Road;
- WESTERLY: by land now or formerly of Elizabeth Hatter, 120 feet, more or less;
- SOUTHERLY AGAIN: by land now or formerly of Elizabeth Hatter, 47 feet, more or less;
- WESTERLY AGAIN: by land now or formerly of Mary Murzyn et al in part, and in part by land now or formerly of Joseph and Josephine Rzasa, Harry and Doris Hyde, Robert and Joan Crossman, Arthur M. and Mary Crossman, Louis and Mary Paternoster, and Michael Hasak et als, each in part;
- WESTERLY AGAIN: by land now or formerly of the Town of Fairfield.

The above described premises are also shown as Parcel No. 153 on Fairfield Assessor's Map No. 232 and contain, according to said map, 3.6 acres, more or less.

The above described premises comprise the property described in that certain deed dated December 12, 1917 and recorded in Volume 90, Page 644 of the Fairfield Land Records, plus the property described in that certain deed dated July 1, 1920 and recorded in Volume 100, Page 381 of the said Land Records. Less the property conveyed to Fritz Holmberg by Warranty Deed dated June 24, 1920 and recorded in Volume 103, Page 80, and less the property conveyed by Warranty Deed to Lester E. and Elizabeth R. Forbes dated May 6, 1955 and recorded in Volume 327, Page 384 of said Land Records.

MEMORANDUM

To: RTM
From: Dru Georgiadis, RTM-9
Date: February 11, 2019
Re: Amendments to the Ordinance, Recovery of Costs for Repeat Violations

On September 25, 2000, the RTM enacted Town Code Section 61-1, Recovery of Costs for Repeat Violations. Although the ordinance applies town wide, it principally was enacted in response to chronic misconduct, some of it criminal, by university students living in the beach area. In sum, the ordinance imposed on either a property owner or an offender the costs incurred by the Police Department when responding to a property on a second occasion after a warning first had been issued to that owner and a subsequent conviction for an offense named in the ordinance arising from the second occasion had occurred. The objectives of the ordinance were, and continue to be, to create a deterrent mechanism, stimulate landlord involvement in maintaining security on their properties and offset some of the significant expense incurred by the town for policing the beach area.

Now, more than eighteen years later, significant problems persist and expenditure of Police Department resources continues. After a very difficult September 2017 to May 2018 school in the beach area, the Beach Advisory Group was formed. Comprised of the First Selectman, Chief of Police, two representatives from beach area neighborhood associations and two representatives from the Fairfield University administration, the small group is focused on creating and implementing new initiatives designed to address the

problems of noise, public intoxication, excessive parties, litter and other quality of life issues.

Part of this effort is to foster landlord responsibility for their properties and involvement in solutions. The proposed amendments to the existing ordinance are designed to advance these goals. Specifically, the amendments are designed to:

- (i) establish that the Chief of Police or his designee will determine if the requirements of the ordinance have been met since the Police Department enforces and administers the ordinance;
- (ii) simplify the notice requirement of the ordinance by requiring a mailing of a Notice and Warning by certified mail within thirty (30) days of the initial violation, rather than demonstrating that the warning notice was “received”;
- (iii) expand the time period for which costs incurred by the Police Department may be recovered from six months to anytime during a three year period between the issuance of the initial Notice and Warning and a subsequent determination of a violation by a law enforcement officer, provided the ownership of the property remains the same;
- (iv) expand the types of criminal dispositions that trigger the recovery of costs to include two available dispositions, Nolle and Accelerated Rehabilitation, neither of which are resolutions on the merits of a criminal case;
- (v) permit the recovery of costs for two appearances by the police at a property, the first resulting in the issuance of the written Notice and Warning and the

second resulting in one of the named criminal dispositions, rather than only the second appearance;

(vi) include all costs related to the Police Department's two visits to the property;

(vii) place responsibility for the costs on the owner of the property while leaving sanctions on the offender to the Court.

These amendments will make the ordinance more effective and should result in landlords becoming more involved in the activities occurring on their properties.

Article I. Recovery of Costs for Violations

§ 61-1. Recovery of costs related to properties with breaches of the peace, public disturbances and disorderly conduct.

A.

If it is determined by the Chief of Police or his designee that:

(1)

There was reasonable cause for a law enforcement officer to have issued a notice and warning as set forth below to any property owner for actions on or arising from the owner's property in violation of Connecticut General Statutes, Section 53a-181, 53a-181a or 53a-182; and

(2)

Such owner was sent such a notice and warning by Certified Mail within thirty (30) days of the violation as set forth in section A(1), above ; and

(3)

Subsequent to the mailing of the notice and warning, and at any time during the three year period following the date of such notice and warning, any person or persons were found by a law enforcement officer to be in violation of any such section and arrested or given a citation for such subsequent acts at the location set forth in the notice and warning; and

(4)

The person or persons were thereafter found guilty of one or more of the subsequent violations of Connecticut General Statutes, Section 53a-181, 53a-181a or 53a-182 for which they were arrested or given a citation or in the event such violations are Nollled at the request of the defendant or in connection with a plea bargain or resolved by the granting of Accelerated Rehabilitation; then:

the reasonable cost of police response, notice and warning processing, arrest, processing, court-related costs and any related costs incurred by the Town for both the first appearance at the location which resulted in the issuance of the notice and warning and the return to the location of the incident which led to any such disposition set forth in this subdivision A(4) shall be a charge against the owner of such property. The charge shall constitute a debt of such owner and is collectible by the Town in the same manner as in the case of an obligation under a contract. Prior to initiating an action to collect any such debt, the Town shall provide such owner a bill itemizing the charges and afford at least 60 days to pay the bill.

Notwithstanding the foregoing, if the owner of the property at the time of the subsequent violation did not own the property at the time of the issuance of the initial notice and warning, the owner shall not be liable for the charges set forth above and the subsequent violation shall be deemed the initial notice and warning as to the current owner.

B.

The form of the written notice and warning shall be substantially as follows:

NOTICE AND WARNING

To: _____ (name) _____ (date)

On _____ at _____ a.m./p.m.
(date) (time)

at _____
(address)

you, or, persons on such property owned by you, were warned or cited by

(name of enforcement officer)

that your/their actions were in violation of Connecticut General Statutes Sections 53a-181, 53a-181a or 53a-182 and that if, within three years of the above date of this Notice and Warning, you/persons are found by a law enforcement officer to be in violation of such sections and arrested or given a citation for further such acts at or arising from the location set forth above, and a disposition designated in Town Ordinance Section 61-1(A)(4) thereafter results, you may be required to pay the reasonable costs of police response, notice and warning processing, arrest, processing, court related costs and any related costs necessarily incurred by the Town of Fairfield both for the first appearance at the location which resulted in the issuance of this Notice and Warning and for law enforcement officers' return to the location/your property which led to such arrest or citation and any disposition set forth in Section 61-1(A)(4).

Notwithstanding the foregoing, if the owner of the property at the time of the subsequent violation did not own the property at the time of the issuance of the initial notice and warning, the owner shall not be liable for the charges set forth above and the subsequent violation shall be deemed the initial notice and warning as to the current owner.

D.

The First Selectman, or his designee, shall give a report to the RTM yearly at its January meeting. At that time, the RTM shall review this article.

Article I. Recovery of Costs for ~~Repeat~~ Violations

§ 61-1. Recovery of costs related to properties with ~~chronic~~ breaches of the peace, public disturbances and disorderly conduct.

A.

If it is ~~established~~determined by the Chief of Police or his designee that:

(1)

There was reasonable cause for a law enforcement officer to have issued a notice and warning as set forth below to any property owner, ~~person or persons~~ for actions on or arising from the owner's property in violation of Connecticut General Statutes, Section 53a-181, 53a-181a or 53a-182; and

(2)

Such owner, ~~person or persons received~~ was sent such a notice and warning by Certified Mail within thirty (30) days of the violation as set forth in section A(1), above; and

(3)

~~Within six months of~~Subsequent to the datemailing of the notice and warning, and at any time during the three year period following the date of such notice and warning, any person or persons were found by a law enforcement officer to be in violation of any such section and arrested or given a citation for such subsequent acts at the location set forth in the notice and warning; and

(4)

The person or persons were thereafter found guilty of one or more of the subsequent violations of Connecticut General Statutes, Section 53a-181, 53a-181a or 53a-182 for which they were arrested or given a citation or in the event such violations are Nollled at the request of the defendant or in connection with a plea bargain or resolved by the granting of Accelerated Rehabilitation; then:

~~(a)-~~

~~The court imposing sentence on such person may, as a condition of sentence, order such person to pay the reasonable arrest, cost of police response, notice and warning processing and, arrest, processing, court-related costs and any related costs incurred by the Town for law enforcement officers' return to both the first appearance at the location which resulted in the issuance of the incident which led to the conviction; or~~

~~(b)-~~

~~The reasonable arrest, processing and court related costs incurred by the Town for law enforcement officers' notice and warning and the return to the location of the incident which led to any such conviction disposition set forth in this subdivision A(4) shall be a charge against the owner of such property and person or persons convicted, provided that such owner, person or persons previously received the notice and warning pursuant to Subsection A.~~ The charge shall constitute a debt of such owner, ~~person or persons~~ and is collectible by the Town in the same manner as in the case of an obligation under a contract. Prior to initiating an action to collect any such debt, the Town shall provide such owner, ~~person or persons~~ a bill itemizing the charges and afford ~~them~~ at least 60 days to pay the bill.

~~B.-~~

~~At the time of the initial contact at the location, the law enforcement officer shall take any such actions and give such direction as necessary to abate the violation or condition and shall, at that time or within 30 days thereafter, advise, in writing, the responsible violator and property owner, if not one and the same, that if additional law enforcement personnel are required to return to abate a continued or subsequent violation, the responsible violator and owner of the property may be held liable for the cost of providing such services pursuant to this article.~~

C.

Notwithstanding the foregoing, if the owner of the property at the time of the subsequent violation did not own the property at the time of the issuance of the initial notice and warning, the owner shall not be liable for the charges set forth above and the subsequent violation shall be deemed the initial notice and warning as to the current owner.

B.

The form of the written notice and warning shall be substantially as follows:

NOTICE AND WARNING

To:

(name) _____ (date)

On _____ at _____ a.m./p.m.
(date) (time)

at

(address)

you, or, persons on such property owned by you, were warned or cited by

(name of enforcement officer)

that your/their actions were in violation of Connecticut General Statutes Sections 53a-181, 53a-181a or 53a-182 and that if, within ~~six months~~ three years of the ~~time set forth~~ above date of this Notice and Warning, you/persons are found by a law enforcement officer to be in violation of such sections and arrested or given a citation for further such acts at or ~~near~~ arising from the location set forth above, and a disposition designated in Town Ordinance Section 61-1(A)(4) thereafter results, you may be required to pay the reasonable costs of police response, notice and warning processing, arrest, processing, court related costs and any related costs necessarily incurred by the Town of Fairfield both for the first appearance at the location which resulted in the issuance of this Notice and Warning and for law enforcement officers' return to the location/your property which led to such arrest or citation- and any disposition set forth in Section 61-1(A)(4). Notwithstanding the foregoing, if the owner of the property at the time of the subsequent violation did not own the property at the time of the issuance of the initial notice and warning, the owner shall not be liable for the charges set forth above and the subsequent violation shall be deemed the initial notice and warning as to the current owner.

D.

The First Selectman, or his designee, shall give a report to the RTM yearly at its ~~July or August~~January meeting. At that time, the RTM shall review this article.