

TOWN SENIOR/DISABLED TAX RELIEF PROGRAM FOR FY 2025

ASSESSOR'S REPORT TO THE RTM PER Chapter 95, Article III, Section 15.1

June 10, 2023

	# of Accounts	FY 2025 Amount	Average		# of Accounts	FY 2024 Amount	Average		# of Accounts	CHANGE FY 25 to 24 Amount	% Change
SENIOR/DISABLED TAX RELIEF PROGRAM											
Credit Program (non-reimbursable, no lien)	1017	\$3,158,035	\$3,105		1090	\$3,557,076	\$3,263		-73	\$ (399,041)	-12.64%
Freeze Program (non-reimbursable, no lien)	0	\$0			0	\$0			0	\$ -	-
Deferral Program (reimbursable, lien)	2	\$11,601	\$5,800		2	\$11,102	\$5,551		0	\$ 499	4.30%
Summary - total number of accounts and total tax loss	1019	\$3,169,636	\$3,111		1092	\$3,568,178	\$3,268		-73	-\$398,542	-11.17%

SCHEDULE OF APPLICATION ACTIVITY

	Credit	Freeze	Deferral	Totals			# of Accounts	% Change
Total accounts-previous fiscal year	1090	0	2	1092	1319		-227	20.79%
New applications received	92	0	0	92	65		27	-29.35%
Total added	92	0	0	92	65		27	-29.35%
Disallowed (Excess Income)	-13	0	0	-13	-27		-14	-107.69%
Disallowed (Excess Assets)	-9	0	0	-9	-15		-6	-66.67%
Removed (deceased)	-56	0	0	-56	-75		-19	-33.93%
Removed (sold)	-39	0	0	-39	-79		-40	-102.56%
Removed (Not Living in Home)	0	0	0	0	-3		-3	-
Removed (failed to refile)	-36	0	0	-36	-44		-8	-22.22%
Disallowed (Other)	-12	0	0	-12	0		12	100.00%
Total Removed	-165	0	0	-165	-243		-78	-47.27%
Net Change	-73	0	0	-73	-178			
Summary - total number of accounts	1017	0	2	1019	1141		-124	12.19%
	0							

SCHEDULE OF INCOME RANGES

From	To	Married	Credit Single	Total	Disabled (All on Credit) Married	Single	Deferral Married	Single	Grand Total	Totals Total Benefit	Avg. Benefit
-	20,800	9	78	87	0	3	0	0	87	432,750	4,974
20,800	29,600	17	153	170	0	0	0	0	170	828,107	4,871
29,600	36,500	17	113	130	1	3	0	0	130	531,057	4,085
36,500	43,600	26	113	139	0	2	0	0	139	461,847	3,323
43,600	53,700	45	103	148	2	0	0	0	148	403,894	2,729
53,700	62,600	48	69	117	1	0	0	0	117	215,251	1,840
62,600	86,500	108	118	226	0	0	0	2	228	296,730	1,301
86,500	96,800	0	0	0	0	0	0	0	0	0	0
Totals		270	747	1017	4	8	0	2	1019	3,169,636	3,111

SCHEDULE OF ASSESSMENT RANGES					
Applicant Gross Assessment Range		# of Accounts	% of Total Accts.	Avg Benefit	Total Benefit
80,920	150,000	19	1.86%	1,223	23,230
150,001	250,000	245	24.04%	2,253	551,887
250,001	350,000	459	45.04%	3,253	1,493,107
350,001	450,000	211	20.71%	3,654	770,937
450,001	550,000	54	5.30%	3,900	210,600
550,001	650,000	19	1.86%	3,770	71,625
650,001	750,000	7	0.69%	3,536	24,750
750,001	850,000	3	0.29%	5,167	15,500
850,001	950,000	0	0.00%	0	0
950,001	1,050,000	1	0.10%	5,500	5,500
1,050,001	1,206,310	1	0.10%	2,500	2,500

Totals	1019	3,169,636
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AVERAGE TAX RELIEF RECIPIENT ASSESSMENT

Average Tax Relief Recipient Assessment-FY 2025	\$314,939
Average Tax Relief Recipient Assessment-FY 2024	\$319,486

NOTES

19 accounts added to "New" who where denied but later applied under an extension.

SCHEDULE OF AGE RANGES

Age	# of Accounts	% of Total Accts.	Total Benefit	Avg Benefit
<65	12	1.18%	41,477	3,456
65-69	117	11.48%	351,594	3,005
70-74	205	20.12%	600,776	2,931
75-79	190	18.65%	521,548	2,745
80-84	189	18.55%	550,599	2,913
85-89	145	14.23%	471,764	3,254
90-95	94	9.22%	358,147	3,810
>95	67	6.58%	273,732	4,086

Disabled or Surviving Spouse

SCHEDULE OF BENEFITS RANGES					
Income up to	# of Accounts	# at \$ max	# at % max	At 25% Min	Total
20,800	87	13	74	0	87
29,600	170	32	138	0	170
36,500	130	19	111	0	130
43,600	139	22	117	0	139
53,700	148	37	111	0	148
62,600	117	22	95	0	117
86,500	228	57	169	0	226
96,800	0	0	0	0	0
Totals	1019	202	815	0	1,017

TOWN TAX RELIEF-5 YEAR HISTORY

# of Apps	FY 2025		FY 2024		FY 2023		FY 2022		FY 2021		FY 2020	
	# of Apps	TAX LOSS	# of Apps	TAX LOSS	# of Apps	TAX LOSS	# of Apps	TAX LOSS	# of Apps	TAX LOSS	# of Apps	TAX LOSS
TOTAL CREDIT APPS	1,017	3,158,035	1,090	\$ 3,395,301	1,137	\$ 3,557,076	1,315	\$ 4,119,823	1,301	\$ 3,311,346	1,306	\$ 3,300,036
TOTAL FREEZE APPS	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL DEFERRAL APPS	2	11,601	2	11,306	2	11,102	3	16,210	5	22,964	5	22,964
TOTALS	1,019	3,169,636	1,092	3,406,607	1,139	3,568,178	1,318	4,136,032	1,306	3,334,310	1,311	3,323,000
TOTAL \$ CHANGE FROM PRIOR YEAR	-236,971		-\$161,570		-\$567,855		\$801,722		\$11,310		-\$88,700	
TOTAL % CHANGE FROM PRIOR YEAR (\$)	-6.96%		-4.53%		-13.73%		24.04%		0.34%		-2.60%	
TOTAL CREDIT APP# NET CHG FROM PRIOR YEAR	-73		-47		-179		14		-5		-30	
TOTAL FREEZE APP# NET CHG FROM PRIOR YEAR	0		0		0		0		0		0	
TOTAL DEFERRAL APP# NET CHG FROM PRIOR YR	0		0		-1		-2		0		-2	
NEW APPLICATIONS RECEIVED	92		164		65		52		235		157	
DISALLOWED (OVER INCOME, ALL PROGRAMS)	-13		-25		-27		0		-58		-53	
REMOVED (SOLD,DECEASED,MOVED, NON-RESIDENT)	-45		-70		-60		-43		-123		-85	
REMOVED (FAILED TO REFILE,NON-CT RESIDENTS, OVER ASSET CAP,	-107		-116		-154		-2		-59		-49	
Total	-165		-211		-241		-45		-240		-187	
State Credit Program												
		GL 2023		GL 2022		GL 2021		GL 2020		GL 2019		GL 2018
		FY 2025		FY 2024		FY 2023		FY 2022		FY 2021		FY 2020
	# of Apps	Tot Benefit	# of Apps	Tot Benefit	# of Apps	Tot Benefit	# of Apps	Tot Benefit	# of Apps	Tot Benefit	# of Apps	Tot Benefit
NUMBER OF PARTICIPANTS/TOTAL BENEFIT INITIAL (M35B)	515	\$ 299,108.65	520	\$ 304,711.15	554	\$ 322,598.29	622	\$ 367,118.21	636	\$ 361,951.60	638	\$ 358,510.54
NUMBER OF PARTICIPANTS/TOTAL BENEFIT FINAL (M35P)		\$ -		\$ -	-19	\$ (7,216.82)	-19	\$ (8,350.94)	-20	\$ (6,208.75)	-16	\$ (4,083.25)
NET	515	\$ 299,108.65	520	\$ 304,711.15	554	\$ 315,381.47	603	\$ 358,767.27	616	\$ 358,510.54	654	\$ 362,593.79
TOTAL CHANGE FROM PRIOR YEAR	-5	-5,602.50	-34	-10,670.32	-49	-43,385.80	-35	-256.73	-38	-4,083.25	4	-8,887.82
TOTAL % CHANGE FROM PRIOR YEAR (\$)	-0.96%	-1.84%	-6.14%	-3.38%	-8.13%	-10.08%	-5.68%	-0.07%	-5.81%	-1.13%	0.62%	-2.39%
STATE REIMBURSEMENT		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
NET COST		\$ 299,108.65		\$ 304,711.15		\$ 367,118.21		\$ 358,767.27		\$ 358,510.54		\$ 362,593.79
% REIMBURSED		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%

FairTV Commission

Seat	Name	Party	Term Start	Term End
1*	VACANT		07/22	07/25
2**	Susanne Teitell	R	07/23	07/26
3***	Lee G. Kamlet	D	07/23	07/26
4****	Paula J. Cocozza – UP FOR REAPPOINTMENT – ON 06/12/24 BOS AGENDA & 06/24/24 RTM AGENDA.	D	07/24	07/27
5*****	David Kraft– UP FOR REAPPOINTMENT – ON 06/12/24 BOS AGENDA & 06/24/24 RTM AGENDA.	U	07/24	07/27

Full	
Party	Count
Vacant	1
Democrats	2
Republicans	1
Unaffiliated	1
Total Full	5

* VACANT.

William B. Ferguson – R – resigned 06/11/24 to serve on the Ethics Commision (his appointments are on the June 2024 BOS and RTM agendas for approval). Mr. Ferguson had received unanimous BOS approval to serve his first term on the FairTV Commission on 10-03-22 and received RTM approval on 10-24-22. Mr. Ferguson replaced Alexander Vishno - R – who did not seek a second term. Mr. Vishno

was approved to serve his first term by BOS on 12-04-20 and RTM on 12-16-20. He filled a seat vacated by Kathryn L. Braun – R- who was elected to the TPZ in November of 2019.

** Susanne Teitell – R – was unanimously approved by the BOS on 01/03/24 and approved by the RTM on 01/29/24 to serve her first term. Paul R. Foley – R – was on the June 19, 2023 BOS agenda and 06/26/23 and 08/21/23 RTM agendas for approval to take the place of Anne Marie Lagnese – R – who resigned, but due to an illness, Mr. Foley was not appointed. Ms. Lagnese received unanimous BOS approval to serve her first term on 10-03-22 and received RTM approval on 10-24-22. Ms. Lagnese replaced Patrick G. Colligan – R – who resigned on July 20, 2022 during his first term. Mr. Colligan was approved to serve his first term by BOS on 07-06-20 and RTM on 7-27-20. He filled a seat vacated by Todd J. Chandler - R - who resigned 09-17-18.

***Lee G. Kamlet – D – was unanimously approved by the BOS on June 19, 2023 and approved by the RTM on 06/26/23. Mr. Kamlet took the place of Mark J. Joyella – D – who resigned. Mr. Joyella was serving his first term. He was appointed by the BOS on 12-21-20 and the RTM on 01-25-21. He filled a seat vacated by Andrew D. Jones – D- who chose not to seek a second term.

****Paula J. Coccozza – D - is on the 06/12/24 BOS agenda and 06/24/24 RTM agenda for approval for a second term. She was appointed by the BOS on 06-21-21 and RTM on 06-28-21 to serve her first term. She filled a seat vacated by James F. Quinn – D- who served two full terms.

*****David Kraft – U – is on the 06/12/24 BOS agenda and 06/24/24 RTM agenda for approval for a second term. He was appointed to his first term by the BOS on 12-06-21 and RTM on 12-13-21. He replaced Stuart Strezler - U – who served two full terms.

- The FairTV Commission was established to oversee the development and operation of educational and government access television programming in Fairfield. The FairTV Commission was created by a Town Ordinance passed by the Representative Town Meeting (RTM) on February 2, 2015 to oversee the development and operation of educational and government access television programming in Fairfield. This commission is the successor to the temporary [FairTV Operational Committee](#).
- 5 members can serve; no more than 2 members of the same party can serve.
- Term begins July and lasts three years.
- Requires unanimous BOS approval and RTM approval.

FairTV Commission (source www.fairfieldct.org/fairtvcommission)

Powers and Duties: [Town Code - Chapter 74](#)

Chapter 74. FairTV

Sec. 74-1. Declaration of intent: FairTV.

There is hereby established a program for the recording (video & audio), production, editing, live broadcast, re-broadcast and internet streaming of the Town of Fairfield Public, Education and Government meetings. The program shall provide the residents of the Town of Fairfield the ability to view government and education meetings as prescribed herein.

Sec. 74-2. Implementation.

The FairTV Commission shall have the responsibility and shall oversee the implementation of this ordinance.

Sec. 74-3. Primary Content.

FairTV shall record, broadcast, re-broadcast and “Internet-stream” gavel-to-gavel, regularly scheduled meetings of the Town of Fairfield’s:

- A. Representative Town Meeting
- B. Board of Education
- C. Board of Selectmen
- D. Board of Finance
- E. Town Plan & Zoning Commission

Sec. 74-4. Secondary Content.

The FairTV Commission may authorize additional coverage of Fairfield town government and the Fairfield Public Schools, herein defined as: gavel-to gavel meetings of town bodies not part of the Primary Content schedule, and events related to town government or the public schools, such as ceremonies, non-partisan public meetings, parades and athletic competitions.

Sec. 74-5. Secondary Content Inhibitor.

The Primary Content shall be completely assigned, scheduled and appropriately funded prior to the authorization of any Secondary Content coverage. The Commission shall not authorize the production of any other content or accept outside produced content for broadcast.

Sec. 74-6. Special Meeting Programming,

Coverage of Special Meetings of Primary Content government and educational activities shall be at the discretion of the FairTV Commission; provided that Primary Content coverage shall not be affected.

Sec. 74-7. Emergency Programming. The FairTV Commission shall provide for the immediate broadcast and release of emergency bulletins properly decreed by the Public Safety Authorities of the Town of Fairfield through prior mutual agreement with those authorities. These bulletins are to be in written form in order to be delivered over the system’s broadcast emergency sub-channels.

Sec. 74-8. Commission Created; membership; compensation.

- A. There shall be a FairTV Commission that shall consist of five (5) members who must be electors and residents of the Town of Fairfield. No more than two (2) members shall be members of the same political party. These members shall be recommended by unanimous consent of the Board of Selectmen and shall be appointed to the FairTV Commission by majority consent of the RTM.
- B. No member of the FairTV Commission shall receive compensation for service.

Sec. 74-9. Term of Office; removal; officers.

- A. The term of all members shall run for three (3) years, except that the initial terms shall be staggered as follows: one initial term of at least one (1) year, two initial terms of at least, but no more, than two (2) years, two initial terms of at least, but no more, than three (3) years so that the terms of not more than two (2) members shall terminate in any single year.

B. If a member resigns or is removed for any reason before his or her term expires, a replacement shall be appointed within two (2) months of termination in accordance with Section 74-9.A to complete that term. A Commission member may be removed by a vote of the Board of Selectmen for good cause, upon request of the Commission. Failure to attend four (4) consecutive meetings without good reason shall constitute good cause for removal.

C. The Commission shall elect a Chairperson, Vice Chairperson and Secretary. The Commission may form subcommittees to address specific duties of the Commission.

D. A quorum at any such meetings shall consist of a majority of the voting membership.

Sec. 74-10. Jurisdiction.

A. The FairTV Commission shall oversee the operations of the FairTV Broadcast System for the express purpose of recording (video & audio), producing, editing, live broadcast, re-broadcast and Internet streaming of the Town of Fairfield Education and Government meetings.

B. The Commission shall serve as the sole policy-making authority regarding broadcast content, acting strictly however within the broadcast standards established herein Sect.74-3 through Section 74-8. These standards may only be revised by ordinance of the Town of Fairfield.

C. The Commission shall act as the oversight and selection authority for any and all employees, contractors, vendors and volunteers needed to operate the FairTV Broadcast System in a manner consistent with requirements of fairness expressed in the Town Charter in Article XI, Section 4 and in consultation with the Town Human Resources Department and Town Purchasing Department.

D. The Commission shall adopt such policies as it deems appropriate to assure procedures for the orderly and prompt performance of the Commission's duties and the system's continued efficient operation.

Sec. 74-11. Professional Services.

The Commission shall develop criteria for all contracts and/or agreements for professional services in furtherance of the purposes for which the Commission was created, including for the delivery of services it requires, in consultation with the Town Human Resources Department and/or the Town Purchasing Department.

Sec. 74-12. Powers and duties.

The purpose of the FairTV Commission shall be to oversee the FairTV Broadcast System. The system includes FairTV Education, FairTV Government and FairTV on Demand. The Commission shall adopt policies and procedures that shall:

A. Provide for efficient, cost effective broadcast operations.

B. Deliver broadcast content of the legislative, educational, executive, financial and land use meetings of the Town of Fairfield.

C. Regulate broadcast system operations and standards within the limits of Sections 74-3 to 74-8.

D. Acquire, provide and maintain equipment necessary for the timely execution of the Commission's duties.

E. The Commission shall be responsible for the custodial oversight of all such equipment and shall adopt policies for the proper preservation and care of such equipment.

F. Members shall serve as the Town of Fairfield and the Fairfield Board of Education representatives to the Cable Advisory Council of Area 2 (CAC2).

Sec. 74-13. Budget Appropriations and Funding

A. Effective with the adoption of this ordinance by the RTM and the appointment and installation of members to the FairTV Commission, funds appropriated, encumbered and/or designated for the operations of FairTV in the current fiscal year held in the Information Technology Department Budget shall henceforth be expended at the direction of the FairTV Commission.

B. The FairTV Commission shall prepare, present and oversee budget requests and appropriations for the System in accordance with Town of Fairfield budget procedures.

C. The FairTV Commission shall author annual grant requests to Cable Advisory Council of Area 2 and the grant process post-award report.

D. The FairTV Commission shall author grant requests to any other video service providers for the Town of Fairfield as needed.

Updated December 1, 2021

Updated October 10, 2022

Updated June, 12, 2023

Updated January 7, 2024

Updated June 12, 2024

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #132)
Date: Thursday, May 27, 2021 2:57:58 PM

Boards and Commissions Interest Form

Record # 132 submitted from IP address 24.184.95.62 on 5/27/2021 2:57 PM

[View form](#)

ID	132
First Name	Paula
Last Name	Cocozza
Street Address	251 Inwood Rd
Zip Code	06825
Email Address	paulajococo@gmail.com
Cell Phone	917-553-0133
Home Phone	203-335-4581
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Democratic Party
Board or Commission	FairTV Commission
Read the Boards Role	Yes
How You Learned About the Position	Jen Carpenter reached out to me about the opening.
Who You Have	Other Board Members

Spoken To	
Explanation of Interest and Contribution	I think it would be an excellent opportunity to volunteer for the town. My background in broadcast television gives me unique insight, and I was successful in my work as a managing producer because I am organized and efficient. With a journalism degree and a master's in media literacy, I have a knowledge base that would be helpful to the FairTV Commission.
Resume or Bio	<u>PJC Resume May 2021 short form.docx</u>
Additional Comments	

Manage

Paula J. Cocozza

251 Inwood Road
Fairfield, CT 06825
917-553-0133 (C)
paulajococo@gmail.com

Professional Experience

GalTime.com Fairfield, Connecticut
Lifestyle Editor 9/10-7/11
-Managed a page with original content for an on-line women's magazine

WNBC-TV New York, New York
Freelance Writer/Producer 10/01 -5/04

On Site Networks New York, New York
Producer 9/00-10/01
-Originated programming of Women's Supermarket Network

WNBC-TV New York, New York
Management Producer/Weekend Today in NY 1/99-9/00

Associate Producer/Live at Five, 6pm & 11pm 6/97-12/98

WABC-TV New York, New York
Freelance Writer/Producer 9/95 - 6/97

WSB-TV (ABC Affiliate) Atlanta, Georgia
Morning Manager and Producer 9/94 - 8/95

WTNH-TV (ABC Affiliate) New Haven, Connecticut
Producer, 5:30pm News, Associate producer 6/92 - 8/94

Education

Sacred Heart University Fairfield, Connecticut
Master's Degree -Communications 8/16-8/18

University of Maryland College Park, Maryland
Bachelor of Science - Journalism 8/88 - 5/92

Honors

-February 2000: Nominated for an Emmy award for single outstanding morning newscast
-May 2010, 2011 JLEFC New Active Outstanding Service Award, Peer Recognition Award
-August 2018 Commencement Speaker, Sacred Heart University

Volunteering

Council of Churches of Greater Bridgeport: Anti-Racism Cohort,
St. Paul's Episcopal Church, Junior League of Eastern Fairfield
County, PTAs of Stratfield, Tomlinson & Warde

From: null@town.fairfield.ct.us
To: [Carpenter, Jennifer](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #173)
Date: Tuesday, November 9, 2021 11:45:12 AM

Boards and Commissions Interest Form

Record # 173 submitted from IP address 67.80.17.119 on 11/9/2021 11:45 AM

[View form](#)

ID	173
First Name	David
Last Name	Kraft
Street Address	57 Flower House Drive
Zip Code	06824
Email Address	davekraft@gmail.co
Cell Phone	203-258-3374
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Independent Party
Board or Commission	FairTV Commission
Read the Boards Role	Yes
How You Learned About the Position	First Selectwoman email from 11/5
Who You Have	Other Person(s)

Spoken To	
Explanation of Interest and Contribution	I have 25 years of prior experience working in the media industry, largely for ESPN - in a variety of roles. Currently, I am an independent television producer with a vast knowledge of relevant issues that are part and parcel of the work of the FairTV Commission. I look forward to the potential of enthusiastically serving the town with Fairfield residents' interests top of mind.
Resume or Bio	<u>David K. Kraft Resume OCT2021.pdf</u>
Additional Comments	

Manage

DAVID KRAFT

Fairfield, CT 06824 • 203.258.3374 • davekraft@gmail.com
www.Linkedin.com/in/davidkraft • [Show Reel](#)

SUMMARY

Media Executive with an extensive and unique background in managing both commercial and editorial productions across broadcast, streaming and digital/social platforms. Creative storyteller who can translate long-form program development as well as promo and branded content strategies into successful multiplatform series and ad campaigns. Strong awareness of creative integrity and how to maintain and grow a data-supported level of audience engagement. Excellent written and verbal communication skills with a proven ability to lead, direct and motivate a team. Passionate about learning and adopting new trends in content creation and emerging technologies to develop a roadmap for success. Strong understanding of the financial, sports, music and entertainment marketplace.

AWARDS

Promax – Gold & Silver '16, '20
Clio's – Gold & Silver '18-'20
Telly's – Silver '20
Hashtag Sports - Winner '20
Synopsis – 1st Place '15, '16
Sports Emmys, '99 – '04
Internationalist - Grand Prix, '13
Festival of Media, North America – Grand Prix '20
Asia Television Awards – Winner, 2001

SKILLS

- | | | |
|------------------------|--------------------------|-----------------------------|
| • Executive Producer | • Editorial Content | • Story Ideation & Pitching |
| • Creative Development | • Marketing Campaigns | • Branded Storytelling |
| • Creative Management | • Streaming Distribution | • Training & Mentoring |
| • Agency Relationships | • Talent Negotiations | • Legal Contract |
| • Production Logistics | • Partner Management | • Microsoft Office Suite |

PROFESSIONAL EXPERIENCE

Director of Production & Creative Director, Branded Content

Disney CreativeWorks, ESPN, New York, NY

2013 – 2021

Supervised and provided creative direction for a team of seven or more professionals who translated high-concept ideas into effective branded storytelling for all platforms. Developed campaigns that included progressive episodic storytelling that targeted specific audiences.

- Oversaw production of ESPN marketing campaigns including “This is SportsCenter” and “Wimbledon” from concept through delivery for multiplatform distribution.
- Conceived, developed, sold-in and executive producer of long-form “Big Man Back on Campus” documentary, highlighting the unique perspective of 4 famous college football alumni who return to their universities as their teams prepare for the College Football Playoffs.
- Produced the multi award-winning “Terminator” campaign featuring **Arnold Schwarzenegger, Kahlil Leonard, Paul George and Linda Hamilton**. Results included:
 - Online video views surpassed 10.2 million in the first 48 hours.
 - Trended on Twitter and YouTube by amassing 40+K posts in the first 24 hours, and viral-aired on rival TV/Digital platforms Turner Sports (TNT) & Bleacher Report.
 - Exceeded 66.5 million total reach across Paramount, Terminator and talent social platforms.
- Worked closely with A-list talent such as: **Brad Pitt, LeBron James, Ice Cube, Tom Brady, and Denzel Washington** to engage diverse audiences, uplift brands & increase value of ESPN content.

- Identified new opportunities to bring brands, talent and ESPN revenue objectives together in synchronized multiplatform campaigns that delivered on sales objectives, viewer engagement and elevation of the brands.
- Lead role in managing talent negotiations with athletes, actors and broadcasters.
- Mentored staff members and helped them to identify and grow career paths.

Senior Producer and Showrunner

ESPN, Bristol, CT

2007 – 2013

Identified opportunities to tell long-form stories across multiple platforms and negotiated with talent, guests and vendors to achieve the original vision of the content objective(s). This line feels discombobulated.

- Produced the award-winning co-branded Samsung “Project Teamwork” 15-part digital series.
- Oversaw the customization of 100+ monthly hours of VOD content including 30 for 30, X Games that was distributed to 40M+ homes via satellite, cable, Apple TV, Microsoft Xbox, Sony PlayStation and other distribution clients.
- Proactively identified potential issues with logistics and schedules and resolved concerns before the start of production.

Producer & Director

ESPN, Bristol, CT

2004 – 2007

- Orchestrated a three-step process of proposing initial show concept, producing/directing program and creating scalable versions for ESPN’s digital, social and mobile platforms.
- Led production of long-former programs such as “All-Access College Basketball”, “World Series of Poker Final Table” and ESPN Original Entertainment’s “The Bronx is Burning” and “Ruffian.”
- Worked closely with partner Kellogg’s to create and produce “Earn Your Stripes” digital branded content campaign.
- Oversaw production vendors and collaborated with third-party agencies as projects required.

Associate Producer, ESPN Classic – Produced and directed documentaries for the SportsCentury & ESPN25 anthology series on famous athletes incl. Pele, Magic Johnson/Larry Bird, and Dorothy Hamill.

Feature Producer and Director, Asia Sport Television – Produced & directed feature stories on Asian athletes and sporting events in 16 countries throughout Asia.

Production Assistant and Studio Editorial Assistant, ABC Sports

Production Assistant, NBA Entertainment

Production Assistant, NBC Sports

EDUCATION & PROFESSIONAL DEVELOPMENT

University of Michigan, Ann Arbor, MI - Bachelor of Arts, Communications

University of Connecticut, Financial Accounting graduate coursework

ESPN Senior Leadership Development, Executive Job Rotation Program

Disney management course in Negotiation Techniques

Ethics Commission

Seat	Name	Party	Term Start	Term End
1*	William B. Ferguson (R) on 06/12/24 BOS Agenda to Take Place of Nancy S. Billington (R) Whose 2 nd Full Term Is Up June 30, 2024	R	07/24	07/26
2**	William A. Diaz, III – Reappointment on 06/12/24 BOS Agenda For 2 nd Term, 2024-2026	D	07/24	07/26
3***	Paul Fattibene	R	07/23	07/25
4****	VACANT		07/23	07/25
5*****	Lisa Callahan	D	07/23	07/25

Full	
Party	Count
Vacant	1
Democrats	2
Republicans	2
Total Full	5

*William B. Ferguson – R – is on the 06/12/24 BOS agenda for approval to take the place of Nancy S. Billington - R – who will have served two full terms as of June 30, 2024. Ms. Billington served her first full term (7/20-7/22). She received unanimous BOS approval to serve a second term (07/22-07/24) on 08-01-22 and was approved by the RTM on 10-24-22. Ms. Billington replaced Marguerite H. Toth – R – who served two full terms.

** William A. Diaz, III - D - is on the 06/12/24 BOS agenda for approval to be reappointed to a second term. Mr. Diaz received unanimous BOS approval to serve his first term (7/22-07/24) on 10-03-22 and was approved by the RTM on 10-24-22. The seat was previously held by Alexander J. Trembicki – D - who served two full terms (07/18-07/20; 07/20-07/22). Mr. Trembicki replaced Christopher J. Brogan – D – who served two full terms.

*** Paul Fattibene –R - received unanimous BOS approval on June 19, 2023 and RTM approval on June 26, 2023. Mr. Fattibene took the place of Craig B. Van Steenbergen – R – whose term expired July 1, 2023. Mr. Van Steenbergen was approved by the RTM on 12-16-2019 to serve a first partial term (07/19-07/21). Mr. Van Steenbergen was approved to serve a second term (07/21-07/23) by the RTM on 06-28-21. He replaced Janice I. Carpenter – R – who served two full terms.

**** VACANT

Donald R. Kleber – U – passed away on January 15, 2024 creating a vacancy. He had received unanimous BOS approval on June 19, 2023 and RTM approval on June 26, 2023. Mr. Kleber took the place of Dana Kery – R – whose term expired July 1, 2023. Ms. Kery was approved by the RTM on 01-25-21 to serve a partial first term (07/19-07/21). She was approved to serve a second term (07/21-07/23) by the RTM on 06-28-21. She replaced David G. Bothwell – R – who served two full terms.

*****Lisa Callahan – D – was appointed unanimously by the BOS on 03/13/24 and the RTM on 03/25/24. She took the place of Gilbert C. Donovan who resigned on December 20, 2023. He had received unanimous BOS approval on June 19, 2023 and RTM approval on June 26, 2023. He took the place of Brian S. Cantor –D- whose term expired on July 1, 2023. Mr. Cantor was approved by the RTM on 01-25-21 to serve a partial first term (07/19-07/21). He was approved to serve a second term (07/21-07/23) by the RTM on 06-28-21. He replaced Robert B. Bellitto - D -who moved out of town and resigned on 12-28-2020.

About the Ethics Commission (Source: www.fairfieldct.org/ethics)

Term Length:	Two Years (Two Term Limit)
# of Members	Five
Appointing Body:	Requires unanimous BOS approval and RTM approval
Defined In:	Town Charter – Article X

The Ethics Commission shall receive and consider complaints alleging violations of the Standards of Conduct or any ordinance establishing a Code of Ethics for town officials and employees. The commission also issues general opinions and interpretation of the Standards of Conduct or the Code of ethics.

Duties include:

- Receiving complaints alleging violations of the Standards of Conduct or any ordinance establishing a Code of Ethics for town officials
- Upon sworn complaint or upon vote of three members, investigating the actions and conduct of elected and appointed town officials, RTM members, and employees of the town to determine whether there is probable cause that a violation has occurred of the Standards of Conduct or Code of Ethics;
- Rendering an advisory opinion with respect to any specific relevant situation under the Standards of Conduct or Code of Ethics, upon the request of a principal officer of a department, or any member of a Town authority, board, commission, or committee, or any member of the RTM.

- Considering written requests for advisory opinions referred by a department head with respect to any problem submitted to the department head in writing by an employee in the department
- Adopting regulations to assure procedures for the orderly and prompt performance of the Commission's duties;
- Upon a finding of probable cause, initiating hearings to determine whether there has been a violation of the Standards of Conduct or Code of Ethics;
- Upon finding of a violation of the Standards of Conduct or Code of Ethics, at its discretion, recommending appropriate disciplinary action to the Board of Selectmen or appropriate department heads. .
- Notifying the complaining person and the person against whom the complaint was made that the investigation has been terminated and the results no later than 10 days after the termination of its probable cause investigation.
- At hearings after finding probable cause, affording the person protection of due process as outlined under the “Connecticut Uniform Administrative Procedures Act”.
- Hearings shall be held within 90 days of the initiation of the investigation.

The Ethics Commission may also:

- When necessary, retain in its own counsel, administer oaths and issue subpoenas to compel the attendance of persons at hearings and the production of books, documents, records, and papers.

Ethics Commission Town Charter – Article X

§ 10.15. Ethics Commission.

A. Members and terms.

- (1) The Ethics Commission shall consist of five members, appointed by unanimous vote of the Board of Selectmen and confirmed by majority vote of the RTM. No more than three members shall be registered with the same political party.
- (2) Notice of appointment shall be served by the Board of Selectmen upon the Moderator of the RTM and the Town Clerk. A vote for approval or rejection of each person appointed shall be taken at an RTM meeting held more than 10 days after service of the notice on the Town Clerk. Failure to vote within 60 days of the service on the Town Clerk shall be deemed to be approval and confirmation by the RTM. If any appointment is rejected by the RTM, the Board of Selectmen shall within 21 days after the rejection notify the RTM Moderator and Town Clerk of further appointments to replace the rejected appointments. The RTM shall then vote on the new appointments. These too shall be deemed approved and confirmed if not voted upon within 60 days of the notice.
- (3) The terms shall commence on July 1. Terms of members shall be two years and shall be staggered so that no more than three terms expire in one year. No member may serve more than the shorter of two terms or one term plus a partial term created by filling a vacancy for an unexpired term.

B. Powers and duties. The Ethics Commission shall:

- (1) Receive complaints alleging violations of the Standards of Conduct or any ordinance establishing a Code of Ethics for Town officials and employees;

- (2) Upon sworn complaint or upon the vote of three members, investigate the actions and conduct of elected and appointed Town officials, members of the RTM, and employees of the Town to determine whether there is probable cause that a violation has occurred of the Standards of Conduct or Code of Ethics;
- (3) On its own motion issue general opinions and interpretations of the Standards of Conduct or the Code of Ethics;
- (4) Upon the request of a principal officer of a department, or any member of a Town authority, board, commission, or committee, or any member of the RTM render an advisory opinion with respect to any specific relevant situation under the Standards of Conduct or Code of Ethics;
- (5) Consider written requests for advisory opinions referred by a department head with respect to any problem submitted to the department head in writing by an employee in the department (whose name need not be disclosed to the Ethics Commission) concerning that employee's duties in relationship to the Standards of Conduct or Code of Ethics where the department head elects not to decide the issue within the department;
- (6) Adopt such regulations as it deems advisable to assure procedures for the orderly and prompt performance of the Commission's duties;
- (7) Upon a finding of probable cause initiate hearings to determine whether there has been a violation of the Standards of Conduct or Code of Ethics;
- (8) Have the power to retain its own counsel, administer oaths, issue subpoenas and subpoenas duces tecum (enforceable upon application to the Superior Court) to compel the attendance of persons at hearings and the production of books, documents, records, and papers; and
- (9) Upon finding of a violation of the Standards of Conduct or Code of Ethics, at its discretion, recommend appropriate disciplinary action to the Board of Selectmen or appropriate department heads.

C. Procedure.

(1) On complaints.

- (a) In any investigation to determine probable cause the Ethics Commission shall honor all requests for confidentiality, consistent with the requirements of State law. Unless a finding of probable cause is made or the individual against whom a complaint is filed requests it, complaints alleging a violation of the Standards of Conduct or Code of Ethics shall not be disclosed by the Ethics Commission.
- (b) Any person accused of a violation shall have the right to appear and be heard by the Ethics Commission and to offer any information which may tend to show there is no probable cause to believe the person has violated any provision of the Standards of Conduct or the Code of Ethics.
- (c) The Ethics Commission shall, not later than 10 days after the termination of its probable cause investigation, notify the complaining person and the person against whom the complaint was made that the investigation has been terminated and the results.
- (d) At hearings after a finding of probable cause, the Ethics Commission shall afford the person accused the protection of due process consistent with that established for state agencies under the "Connecticut Uniform Administrative Procedures Act," including but not limited to the right to be represented by counsel, the right to call and examine witnesses, the right to the production of evidence by subpoena, the right to introduce exhibits, and the right to cross-examine opposing witnesses.

(e) In the absence of extraordinary circumstances, the hearing shall be held within 90 days of the initiation of the investigation. The Ethics Commission shall, not later than 30 days after the close of the hearing, publish its findings together with a memorandum of its reasons. Any recommendation for disciplinary action shall be contained in the findings.

(f) An individual directly involved or directly affected by the action taken as a result of the Ethics Commission's findings or recommendation may seek judicial review of such action and of the Ethics Commission's findings or recommendation unless the action taken was a referral of the matter to proper authorities for criminal prosecution.

(2) On requests for advisory opinions. Within 45 days from the receipt of a request for an advisory opinion, the Ethics Commission shall either render the opinion or advise as to when the opinion shall be rendered.

D. Quorum. A quorum for the Ethics Commission shall be not less than four members in attendance. All members who attended all hearings on the matter, and all members who certify that they have read or heard the entire transcript of the hearing they did not attend, shall be eligible to vote on the proposed Ethics Commission action. The Ethics Commission shall find no person in violation of any provision of the Standards of Conduct or Code of Ethics except upon the concurring vote of three-fourths of those members voting.

Updated June 15, 2021

Updated September 2, 2022

Updated October 10, 2022

Updated June, 12, 2023

Updated March 13, 2024

Updated June 12, 2024

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #239)
Date: Sunday, September 11, 2022 11:33:13 PM

Boards and Commissions Interest Form

Record # 239 submitted from IP address 38.81.106.206 on 9/11/2022 11:33 PM

[View form](#)

ID	239
First Name	Will
Last Name	Diaz
Street Address	49 Melville Ave
Zip Code	06825
Email Address	wdiazrtm@gmail.com
Cell Phone	203-414-1779
Home Phone	203-414-1779
Work Phone	203-414-1779
Voter Registration Status	Yes
Political Party Affiliation	Democratic Party
Board or Commission	Ethics Commission
Read the Boards Role	Yes
How You Learned About the Position	Another board member
Who You Have	Other Board Members

Spoken To	
Explanation of Interest and Contribution	Integrity and ethics in all aspects of governance is essential. Unfortunately, government isn't simply moral on it's own so there must be checks and balances in place to ensure compliance with set rules. I believe my experience in government and in observance of it for years as a politically active citizen, Union Executive Board member and RTM Representative put me in a unique position of familiarity with the work of local government and give me the desire to ensure its integrity.
Resume or Bio	<u>Blank.pages</u>
Additional Comments	

Manage

William Diaz
49 Melville Ave Fairfield, CT 06825
(203) 414-1779

Bio for Ethics Commission:

Fairfield resident for 22 years

PTA Executive Board (McKinley Elementary) 2007-2016

AFSCME Local 714 Executive Board 2007-2014

RTM District 5 2020-Present

I currently work as a Senior Educational Program Administrator out of the UCONN School of Social Work in adult education. Contracted out to CT Department of Social Services to train their employees on systems, policy, procedures and ethics.

I am on the Board of Directors for a local nonprofit called Love Has a Home Here operating out of Sticks and Stones Farm in Newtown where we conduct enrichment activities such as Wilderness Camp for children, meditation and energy work, volunteer-run gardening to raise food for local food banks and much more.

I founded and run a local community altruism project called CT Love Army which encourages everyday CT citizens to support their communities through food and clothing drives, non-judgement and volunteer work for other nonprofits needing support.

Thank you for your consideration.

Will Diaz

Boards and Commissions Interest Form

Print

Submitted by: William Ferguson

Submitted On: 2024-02-23 10:19:14

Submission IP: 216.49.138.157 (165.225.221.35)

proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Christine Brown

Due Date: Open

Attachments

- [WBF4th CV 2023.pdf](#) - 2024-02-23 10:19:14 am

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click here for information on the appointment consideration process.

* First Name	* Last Name	* Email Address
William	Ferguson	wbf4th@gmail.com
* Street Address		
12 Reynolds Dr, Fairfield, CT 06824		
* Zip Code		
<input checked="" type="radio"/> 06824 <input type="radio"/> 06825 <input type="radio"/> 06890		
Home Phone	Cell Phone	Work Phone
Ex. (123) 456-7890	(917) 991 7522	Ex. (123) 456-7890

Voter Registration Information

* Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?

☒ Yes ☐ No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

- ☐ Democratic Party
- ☐ Green Party
- ☐ Independent Party
- ☐ Other Party
- ☒ Republican Party
- ☐ Unaffiliated (No party affiliation)

*** Which Board or Commission are you interested in?**

Ethics Commission

*** Have you read the written description of the board's role that is available on the Town website?**

☒ Yes ☐ No

*** Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.**

Town Website

*** Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.**

- ☐ Board Chair
- ☐ Department Head
- ☐ First Selectman
- ☐ Other Board Members
- ☐ Other Person(s)
- ☒ None of the Above

Why are you interested in serving on this Board and what can you contribute?

I am currently serving a term on the FairTV Commission (07/2022 - 07/2026). I do not love the idea of leaving my post mid-term, but I believe I can contribute more to the Town on the Ethics Commission. We have worked to completely re-vamp the FairTV Commission's operations, equipment, and processes alongside our Production Manager and have reached a working cadence that results in effective delivery on our mission in a truly bi-partisan manner. Given some of the actions by officials from both major parties in the last few years, it is clear that the Commission's duties to oversee ethics, conduct, freedom of information and conflicts of interest is needed now more than ever. I believe that my passion for the Town of Fairfield and its residents and my demonstrated willingness to vote and act outside of my own party makes me a strong candidate to join this Commission. I look forward to bringing a perspective that will safeguard the legacy that makes this Town such a wonderful place to live. I appreciate the consideration and am happy to answer any questions about my potential candidacy. Thank you.

*** Resume/Bio**

No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

WILLIAM FERGUSON

Myers-Briggs® ENTJ • DiSC® Initiator (Di) • CliftonStrengths® Achiever, Responsibility, Competition, Analytical, Discipline

I am an advertising veteran who develops and implements growth strategies for clients, agencies, and teams.
My out-of-office passions include live sports and music, the Oxford comma, and NYC's 17,000+ water towers.

EXPERIENCE

dentsu

Senior Vice President, Head of Growth

2023 - Present

iProspect • dentsu's global agency accelerating client growth at the intersection of brand and performance media.

- Partnered with the CEO and CGO to vet opportunities and bring new strategies to agency new business activity.
- Served as main agency contact for prospective clients, pitch consultants, RECMA, and COMvergence.
- Assessed the agency positioning in the marketplace and developed an elevated business development strategy.
- Led the development of winning RFI/RFPs, team formations, and client relationships from chemistry to final pitch.
- Collaborated with global iProspect, Carat, dentsuX, and Merkle teams to support global pitch efforts.
- Drove organic growth efforts to expand agency remit into new service lines, channels, and proprietary products.
- Diversity, Equity, & Inclusion: Executive Sponsor, Military Business Resource Group

Senior Vice President, Managing Director

2022 - 2023

Vice President, Client Partner

2021 - 2022

Senior Director, Client Partner

2019 - 2021

Merkury • dentsu's identity-based audience platform delivering insights, planning, activation, and measurement.

- Led an integrated team of 7 Client Partners covering 70+ clients and \$50MM+ in annual revenue across dentsu.
- Delivered first year of profitability for M1 by implementing advanced commercial and consultative practices.
- Exceeded target profit levels by delivering increased revenue with reduced staffing and platform cost centers.
- Leveraged consumer data, industry trends, and product strategy to build revenue-driven addressable media plans.
- Applied functional knowledge of insights, data, research, planning, buying, and measurement to client challenges.
- Participated in growth and retention pitch wins including Heineken, Yahoo, LinkedIn, Peloton, and Pandora Jewelry.
- Drove the consulting, packaging, and enablement efforts for implementation of dentsu addressability resources.
- Diversity, Equity, & Inclusion: Founder & Executive Sponsor, Military Business Resource Group
- Clients: Full dentsu portfolio including General Motors, Microsoft, Hilton, Jaguar Land Rover, Intel, Discover, Kroger

Director, Client Services

2017 - 2019

Associate Director, Client Services

2016 - 2017

iProspect • dentsu's global agency accelerating client growth at the intersection of brand and performance media.

- Directly responsible for \$75MM+ of annual media budgets, yearly revenue growth goals, and client performance.
- Managed teams of 25+ across Paid Social, Paid Search, SEO, Digital, Programmatic, and Above-The-Line activation.
- iProspect Global Awards 2017: Transformative Partnerships (Silver) & Product and Solution Spotlight (Bronze)
- Clients: General Motors - Cadillac, DIAGEO, Marcus by Goldman Sachs, blu e-cigs, Pfizer

Sprinklr • Senior Manager, Client Delight

2015 - 2016

Unified-CXM platform enabling thousands of the world's largest enterprise brands to market, advertise, and engage.

Adaptly • Manager, Media Operations

2013 - 2015

Accenture's social media advertising technology offering marketing solutions across all major social ad networks.

Secco Squared • Manager, Digital Operations

2012 - 2013

Performance marketing agency specialized in customer acquisition through online media and mobile marketing.

Tranzact • Manager, Digital Marketing

2011 - 2012

Leading marketplace for the distribution of direct-to-consumer auto, home, health, and life insurance products.

Datran Media • Assistant, Digital Marketing

2010 - 2011

Digital media platform powering predictable audience engagement across display, social, mobile, video and email.

SERVICE

Town of Fairfield CT • Secretary, FairTV Commission

2022 - Present

Appointed member overseeing the development and operation of educational and government access television.

Veterans of Foreign Wars • Post Trustee, Post 399

2021 - Present

Elected officer overseeing audit and accounting operations in support of the VFW's veteran advocacy mission.

United States Army • First Lieutenant

2011 - 2019

Commissioned officer serving in garrison and combat roles of Platoon Leader, Executive Officer, and Staff Officer.

ACADEMICS

University of Connecticut • MS, Human Resource Management

2024 - 2026(e)

#2 Online Master's in HRM, US (Best Colleges 2022) • #26 Top Public University, US (US and World News Report 2023)

University of Connecticut • MBA, Digital Marketing Strategy

2020 - 2022

#4 Public MBA Program, Northeast • #59 Graduate Business School, US (Bloomberg BusinessWeek 2020)

Fordham University • BS, Business Administration & Marketing

2007 - 2011

#4 Undergraduate Marketing Program, US • #40 Undergraduate Business School, US (Bloomberg BusinessWeek 2010)

Memorandum

To: Board of Selectmen

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

Date: June 6, 2024

Re: 2024 Neighborhood Assistance Act Program

Earlier this year the Town solicited program proposals from municipal agencies and community non-profit organizations for funding consideration under the Neighborhood Assistance Act (NAA) program.

This program allows businesses to claim a State tax credit for cash contributions made to qualifying community programs conducted by tax exempt or municipal agencies. The types of community programs that qualify for the NAA tax credit program include, but are not necessarily limited to: energy conservation; employment and training; child care services; neighborhood assistance; substance abuse; open space acquisition; crime prevention programs and affordable housing development. The minimum contribution on which a tax credit may be granted is \$250, and the maximum contribution that any non-profit or municipal entity can receive under this program is \$150,000. There are no Town funds involved in this program.

In order to be considered, applications must be completed in full, approved locally following a public hearing, and submitted to the Department of Revenue Services (DRS) by July 1st. Attached for your consideration is a summary of the applications that were received by the April 22, 2024 deadline.

In order to meet the aforementioned submission deadline, I would request that you consider this matter at your next regularly scheduled Board meeting, which I understand to be June 12, 2024, which should allow the RTM to consider this at its June meeting.

Information and Justification Regarding the Neighborhood Assistance Act Program

1. *BACKGROUND*: The Neighborhood Assistance Act (NAA) program is a State program administered by the Department of Revenue Services that allows eligible businesses to apply for and receive a State tax credit for cash contributions made to qualifying community programs conducted by tax exempt or municipal agencies. More information can be found on the DRS website at www.ct.gov/drs.
2. *PURPOSE AND JUSTIFICATION*: The program is designed to provide funding to municipal and tax-exempt entities by incentivizing donations made by private companies owing a State corporate tax liability. The Town's role is limited to designating a municipal liaison to work with DRS, conducting a public hearing and soliciting applications from eligible municipal and non-profit entities, which activities must be approved by the Town's legislative body prior to their being submitted to DRS by the July 1st deadline.
3. *DETAILED DESCRIPTION OF PROPOSAL*: See attached summary of applications received.
4. *RELIABILITY OF ESTIMATED COSTS*: There are no Town funds involved. The applicants are responsible for all project cost estimates, and administering any funds received through donations.
5. *PAYBACK PERIOD*: Not Applicable. There are no Town funds involved.
6. *ADDITIONAL LONG RANGE COSTS*: Not Applicable. There are no Town funds involved.
7. *ADDITIONAL USE OR DEMAND ON EXISTING FACILITIES*: Not Applicable
8. *ALTERNATES TO THIS REQUEST*: Participation in the NAA program is optional. Towns may decide not to participate in the NAA program. As of last year, ninety communities had designated a municipal liaison and were participating in the NAA program.
9. *SAFETY AND LOSS CONTROL*: Not Applicable
10. *ENVIRONMENTAL CONSIDERATIONS*: Not Applicable
11. *INSURANCE*: Not Applicable
12. *FINANCING*: Not Applicable
13. *OTHER CONSIDERATIONS*: Not Applicable

14. OTHER APPROVALS: Public Hearing (6/5); Board of Selectmen (6/12) and RTM approval (6/24) prior to submission to DRS by the July 1 deadline.

2024 Neighborhood Assistance Act Applicants

Program	Agency Sponsor	Agency Address	Funds Requested	Other Funds	Tax Credit	Program Category
FTC General Programming Support	Fairfield Theatre Company	70 Sanford Street Fairfield	\$ 50,000	\$ 3,350,312	60%	General Operating Support
Lighting Upgrades	Fairfield Theatre Company	70 Sanford Street Fairfield	\$ 50,000	\$ 50,000	100%	Energy Conservation
Clubhouse Lighting & HVAC Controls Improvement Project	Wakeman Boys & Girls Club	385 Center Street Southport	\$ 24,213	\$ 24,995	100%	Energy Conservation

Memorandum

To: Board of Selectmen

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

Date: June 6, 2024

Re: Program Year 50 Annual Plan, Community Development Block Grant

I am forwarding herewith for your consideration and approval the proposed activities to be funded under the Community Development Block Grant (CDBG) Program for Program Year 50, which begins on October 1, 2024, and runs through September 30, 2025.

The Community Development Block Grant (CDBG) Program is authorized under Title I of the Housing and Community Development Act of 1974, and is administered by the U.S. Department of Housing and Urban Development (HUD) through its Office of Community Planning and Development. The primary objective of this program is the development of viable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income. As a municipality with a population of more than 50,000 persons, the Town of Fairfield qualifies as an entitlement community, meaning that it receives an annual allocation of CDBG funds.

Each year, the Town must prepare an Annual Action Plan that identifies those projects and activities that it proposes to fund through CDBG for the upcoming year. The Town is required to develop and adhere to a citizen participation process that includes the community in the development of its Annual Action Plan. In accordance with its citizen participation plan, the Town conducted the first of two scheduled public hearings to solicit comments on housing and community development needs on February 28, 2024. A second public hearing was held on May 1, 2024.

HUD has advised the Town that its CDBG allocation for the upcoming PY 50 program year will be \$479,237, a decrease of \$13,090 or 2.7% from the current year. Please note that the proposed allocation plan also includes \$74,763 in estimated program income, for a total combined budget of \$554,000. Please also keep in mind that the Town may allocate not more than fifteen percent (15%) of its funding to public service category activities and that general administrative costs cannot exceed twenty percent (20%) of the allocation.

June 6, 2024

I respectfully request your timely and favorable consideration of the proposed PY 50 CDBG activities at your next meeting so that we might present our proposed allocation plan to the Representative Town Meeting at its June meeting, and prepare and submit our Annual Action Plan to HUD. Please do not hesitate to contact me in the event that you have any questions.

Thank you for your consideration.

Information and Justification Regarding the Community Development Block Grant

1. *BACKGROUND*: HUD designates Fairfield as an entitlement community for its CDBG program. As an entitlement community, the Town receives grant funds in an amount established by HUD for each fiscal year to be used for various HUD eligible activities.
2. *PURPOSE AND JUSTIFICATION*: The objective of this program is to develop viable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income.
3. *DETAILED DESCRIPTION OF PROPOSAL*: See attached program description.
4. *RELIABILITY OF ESTIMATED COSTS*: The grant funds are a fixed amount established annually by HUD.
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*: HUD requires that all recipients of CDBG funds follow Federal regulations as contained in 25 CFR Part 58, thereby furthering the purposes of the National Environmental Policy Act of 1969.
11. *INSURANCE*: Not Applicable
12. *FINANCING*: Not Applicable
13. *OTHER CONSIDERATIONS*: Not Applicable
14. *OTHER APPROVALS*: Public Hearings (conducted on 2/28 and 5/1), Board of Selectmen, RTM, and 30 Day Public Comment Period prior to submission to HUD.

Town of Fairfield
Office of Community and Economic Development
Proposed PY 50 Annual Allocation Plan
Community Development Block Grant Program

Public Service Activities (<15%)

Operation Hope Housing Support	\$	20,000
Center for Family Justice Advocacy/Support	\$	8,000
Lifebridge Mental Health/Counseling Services	\$	10,000
Mozaic Senior Life Adult Day Social Worker	\$	4,500
BOE Special Education Vocational Training	\$	4,000
Mozaic Senior Life Elder Abuse Prevention	\$	4,000
Fairfield History Museum Educational Enrichment	\$	3,000
Fairfield Human Services Rental Assistance	\$	10,000
Bridge House – Life Skills Development/Support	\$	3,500
BNT – Housing Counseling	\$	3,500
Pilot House Special Needs	\$	4,000
Wakeman Boys & Girls Club	\$	4,500
Woofgang Vocational Training Coordinator	\$	4,000
Subtotal	\$	83,000

Public Facilities and Non-Housing Needs

DPW Street/Sidewalk Improvements	\$	80,000
Micro-Enterprise Assistance	\$	20,000
Subtotal	\$	100,000

Affordable Housing Activities

Multi-Family Rehab Program	\$	75,000
Single-Family Rehab Program	\$	80,000
Handyman	\$	16,000
Homeownership Assistance	\$	90,000
Subtotal	\$	261,000

Program Administration (<20%)

Administration	\$	110,000
Subtotal	\$	110,000

CDBG PROGRAM YEAR 50 SUMMARY

USES:

Public Service Activities (<15%)	\$ 83,000
Public Facilities and Non-Housing Needs	\$ 100,000
Affordable Housing Activities	\$ 261,000
Program Administration (<20%)	<u>\$ 110,000</u>

TOTAL USES	<u>\$ 554,000</u>
------------	-------------------

SOURCES:

CDBG Entitlement	\$ 479,237
Program Income (Estimated)	<u>\$ 74,763</u>

TOTAL SOURCES	<u>\$ 554,000</u>
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THE RETIREMENT PROGRAM

For The Employees of the Town of Fairfield

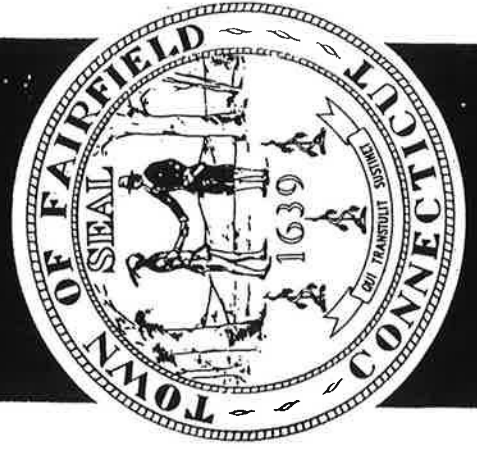
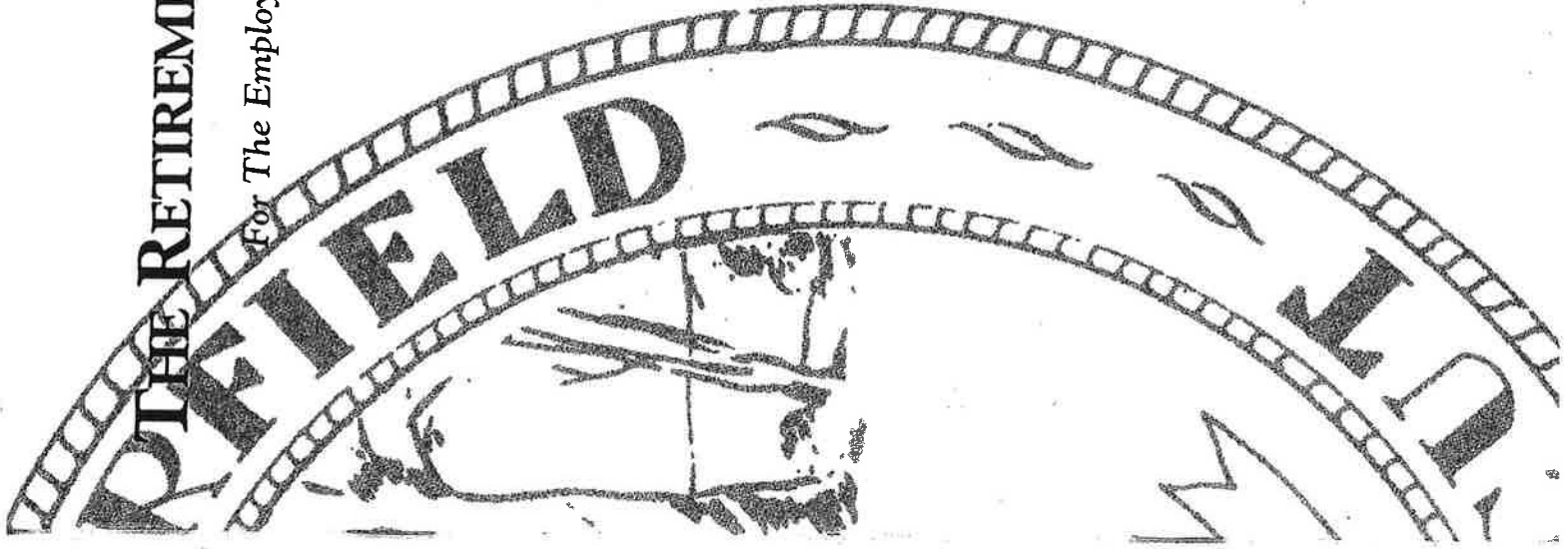




TABLE OF CONTENTS

Retirement Board page 2

Article 1

Definitions

..... page 3

Article 2

Participation

..... page 4

Article 3

Retirement Eligibility
and Amounts

..... page 6

Article 4

Death Benefits

..... page 10

Article 5

Payment of Benefit

..... page 11

Article 6

Miscellaneous

..... page 13

Town of Fairfield Employees' Retirement System EMPLOYEES' RETIREMENT BOARD

Chairmen:

Robert Lee 1966-1972
Edward Gaspierck 1972-1977
John O'Donnell 1978-1984
James Stevens 1984-1992
Charles R. Sprowl, Jr. 1993-

Current Members:

Charles R. Sprowl, Jr. Theresa Dunn
Samuel W. Hawley, Jr. Mary Jane Seaman
Paul Audley Charles Chiusano
Anthony J. Pia Michael O. Petree
J. Kevin Oelger

Advisors:

John P. Leahy
Town of Fairfield Chief Financial Officer

Donald Agard
Director of Human Resources

Actuary:

Martin E. Segal Company

Custodian:

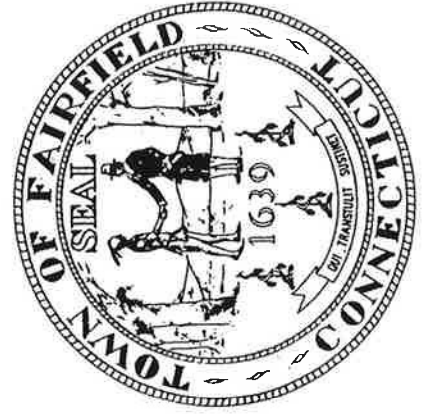
People's Bank

TOWN OF FAIRFIELD EMPLOYEES'

RETIREMENT SYSTEM

Pursuant to the authority granted to them by an Ordinance adopted by the Representative town meeting of the town of Fairfield, Connecticut, on April 27, 1987, the Employee Retirement Board of the

Town of Fairfield Employees' Retirement System (hereinafter referred to as the "Retirement Board") adopted on October 6, 1987, the following Rules and Regulations effective January 1, 1987, and as subsequently amended.



ARTICLE 1. DEFINITIONS

- 1.1 **Full-time Employee** shall mean any regular full-time paid employee of the Town of Fairfield, Connecticut whose position is not temporary or seasonal, and whose regular duties require a minimum of twenty (20) hours of employment per week. The term "full-time employee" shall not include policemen, firemen or certified employees of the Board of Education.
- 1.2 **Member** shall mean a full-time employee who participates in the System; who makes the required contributions through payroll deductions to the Town of Fairfield Employees' Retirement System. Any employee who attains age 60 prior to the date of employment shall not be eligible to participate in the System.
- 1.3 **Pensioner** shall mean any person who is retired under this Retirement Plan, and who is receiving retirement benefits provided herein.
- 1.4 **Highest Salary** shall mean the highest final base salary paid (including longevity pay) to a member during the years of active employment. Such salary shall not include compensation for overtime, bonuses, travel or maintenance allowances or other similar benefits.

1.5 **Accumulated Contributions** shall mean the contributions made by a Member to the Retirement System with interest therein as credited by the Retirement Board.

1.6 **Designated Beneficiary** shall mean Joint Annuitant or the person or persons selected by a Member to receive any benefits payable under this Retirement Plan upon the death of the Member or Pensioner. Such selection shall be made in writing by a filing with the Retirement Board in the form and manner it prescribes. A Member or Pensioner shall have the right to change the designation of beneficiary but no change shall be recognized unless it is received by the retirement Board in an acceptable written form.

1.7 **Actuary** shall mean the actuary or firm of actuaries employed or retained by the System at any given time.

1.8 **Actuarial Equivalent** shall mean an annuity or benefit of equal value to a computed benefit, determined on the basis of actuarial assumptions and tables approved by the Retirement Board at any given time.

1.9 **Continuous Service** shall mean service during which time an employee was not absent from the payroll of the Town for longer than one month at any one time, except on recommendation of the Chief Executive, or in case of an employee of the Board of Education, on recommendation of the Superintendent of Schools.

1.10 **Protected Service** shall mean any absence time from work which does not break the employee's service with the Town of Fairfield. Such absence time from work will generally be the result of an approved extended disability or illness absence for which the employee is covered by Town insurance or an absence for which the employee may have received an approved leave.

ARTICLE 2. PARTICIPATION

2.1 Employees in Active Service on July 1, 1966.

a. An employee on the payroll as of July 1, 1966 who elected to become a Member on or before June 15, 1966 was given full credit for Continuous Service with the Town of Fairfield prior to the date the employee became a Member.

b. An employee on the payroll as of July 1, 1966 who elected not to become a Member, forfeited the right to credit for any service prior to the date the employee may subsequently elect to become a Member.

2.2 Employees Hired After July 1, 1966

An employee who is hired by the Town after July 1, 1966 shall only receive credit for service after the employee becomes a Member and makes the necessary contributions.

2.3 Military Service

A Member shall receive credit for military service in the Armed Forces of the United States in time of war, national emergency or pursuant to a national conscription law, or under any universal military training law of the U.S., which is immediately preceded and immediately followed (within one year after discharge or separation) by employment with the Town of Fairfield. Periods of voluntary reenlistment not effected during national emergency or time of war shall not be creditable.

2.4 Credit Application to Benefit Calculations

For purposes of determining the benefits payable under Article 3 of this Retirement Plan, creditable service shall be determined in years and months. Service in any part of a month shall be credited as a full month.

2.5 Member's Contributions

Each Member shall contribute through payroll deductions. The amount each Member shall contribute shall be determined by the applicable collective bargaining agreement or Town Policy. The method by which such contributions shall be deducted shall be determined by the Retirement Board subject to approval by the Town fiscal officer.

2.6 Termination of Employment

a. A Member who terminates employment with the Town of Fairfield for any reason other than retirement or death shall be eligible to receive a refund of accumulated contributions and any creditable service earned prior to the termination of employment shall be cancelled.

b. A Member who terminates employment for reasons other than death or retirement, who has been a Member for at least ten (10) years may elect to receive a deferred retirement benefit, payable at age 62, in lieu of receiving accumulated contributions. The amount of the deferred retirement benefit shall be calculated in accordance with the provisions of Section 3.2.

c. Absence from the Town payroll for periods less than one month shall not be considered as a termination of employment nor interruption of creditable service.

Absence from the payroll for a period longer than a month without protected service shall constitute a termination of employment unless written permission for such absence is submitted to the Retirement Board by the appropriate Town official.

Article 3. RETIREMENT ELIGIBILITY & AMOUNTS

i.1 Normal Retirement

a. A Member not subject to collective bargaining whose employment terminates after attaining age 62 and completion

of 10 years of creditable service shall be entitled to a retirement benefit beginning on the first day of the month following termination of employment; for all members under collective bargaining agreements the current contracts will apply.

b. A Member eligible for Normal Retirement shall receive an annual benefit equal to 1.25% of the Member's Highest Salary up to \$7,800, plus 2.3% of the Member's Highest Salary in excess of \$7,800, multiplied by years of creditable service.

3.2 Deferred Retirement

a. A Member whose employment terminated prior to age 62 and who at that time had been a Member at least ten (10) years shall be entitled to a retirement benefit beginning on the first day of the month following the Member's 62nd birthday provided contributions as permitted by Section 2.6a have not been withdrawn from the Plan.

b. The amount of the benefit payable to a Member eligible for Deferred Retirement shall be calculated as described in Section 3.1b.

3.3 Disability Retirement

a. A Member with at least ten (10) years of creditable service whose employment is terminated because of permanent and total disability shall be retired and become entitled to a retirement benefit beginning on the first day of the month following the month the disability commenced or cessation of other disability benefits paid by the Town. A Member shall be deemed permanently and totally disabled within the meaning of this plan only if the Retirement Board, in its sole and absolute discretion, shall determine on the basis of medical evidence that:

(1) such a Member is totally unable, as a result of bodily injury or disease to engage in or perform the duties of any occupation for the Town of Fairfield, and

(2) such disability will be permanent and continuous for the remainder of the Member's life. A Member applying for Disability Retirement may be required to submit to an examination by a physician or physicians selected by the Retirement Board and may be required to submit to re-examination periodically as the Retirement Board may

direct. If a Pensioner is found to be no longer disabled, the Disability Retirement benefit shall be terminated.

b. The amount of retirement benefits payable to a Member eligible for Disability Retirement under subsection (a) above, shall be calculated as described in Section 3.1b.

c. A Member whose employment is terminated because of permanent and total disability resulting solely and exclusively as a result of an accident or injury incurred during the course of his Town employment shall be retired and receive benefits even if the Member has less than ten (10) years of creditable service. Such a Member shall receive an annual retirement benefit equal to fifty percent (50%) of the Member's annual base salary on the date of the accident or injury. Any awards or payments received by the Member under the provision of the Connecticut Worker's Compensation Act shall be deducted from the benefits otherwise payable under this subsection, in a manner prescribed by the Retirement Board.

3.4 Early Retirement

- a. A Member whose employment terminates after attaining age 55 and who has accumulated at least fifteen (15) years of creditable service may elect to retire, upon 60 days notice to the Retirement Board, and receive an Early Retirement Benefit beginning on the first of the month following the Member's 55th birthday or later termination of employment.

b. The amount of the Early Retirement Benefit shall be

determined by calculating the benefit to which the Member would be entitled if the Member were then age 62 (in accordance with Section 3.1b). The reduction factor for early retirement before age 62 shall be 5/9 of 1% for each month the Member is younger than age 62.

5 Employment After Normal Retirement Date

Subject to applicable State and Federal law, employment by the Town of Fairfield on or after the Member's 65th birthday shall be permitted.

3.6 Sixty-Month Guarantee Feature - Normal Form of Retirement

If a Normal or Early Retirement Pensioner who has not elected an optional form of benefit as permitted by Section 3.8, or a Pensioner on Disability Retirement, dies before having received sixty (60) monthly retirement payments, the monthly benefit shall continue to be paid to the designated beneficiary or beneficiaries, if any, until sixty (60) such payments have been made, including the payments to both the Pensioner and the named beneficiary. If, at the time of the Pensioner's death, no living beneficiary has been designated, the Retirement Board shall continue to make payments to the estate.

3.7 Optional Forms of Benefit

- a. A Member retiring under the Plan (except for Disability Retirement) may elect to receive any one of the following optional forms of benefit in lieu of the normal form of payment with the 60 month guarantee feature.

Option 1

Joint and Survivor - 100% Basis

A reduced retirement benefit which is the actuarial equivalent of the benefit otherwise payable, will be paid during the pensioner's lifetime with that same amount (100%) continued to the beneficiary during the beneficiary's remaining lifetime after the death of the Pensioner.

Option 2

Joint and Survivor - 50% Basis

A reduced retirement benefit which is the actuarial equivalent of the benefit otherwise payable, will be paid during the pensioner's lifetime with one-half (50%) of that amount continued to the beneficiary during such beneficiary's remaining lifetime after the death of the Pensioner.

Option 3

Other Actuarial Equivalents

The Retirement Board, in its sole and absolute discretion may consent to the election of another actuarial equivalent benefit which in the Board's judgment is in the best interest of the retiring Pensioner and which will not in the board's judgment based upon actuarial advice, have any measurable effect upon the actuarial soundness of the Retirement Plan.

Option 4

Level Income Option

The retirement benefit otherwise payable shall be increased until the Pensioner attains age 62 or age 65 as the Pensioner elects, and then shall be reduced by the estimated level of the Social Security benefits for the remainder of the Pensioner's life. The increase in the retirement benefit will be based on the factors of actuarial equivalence.

- b. The Retirement Board shall prescribe forms and procedures by which Members may elect the options permitted by this section. The election of a beneficiary who is to share part of the retirement benefit otherwise available to the Pensioner shall not be effective unless it shall be made in writing in the form and manner prescribed by the Retirement Board. No such election shall take effect until it has been received in writing by the Board.

3.8 Pensioners Returning the Town Employment

A Pensioner who returns to Town employment shall not be entitled to a retirement benefit for any month during which the Pensioner is in such employment. The retirement benefit shall be resumed effective on the first of the month following termination of such employment.
No additional benefits shall be

accrued by the Pensioner for such periods of employment, and no contributions shall be deducted from salary.

3.9 Return to Employment

After Termination

An employee who returns to Town employment within two years after a previous termination of employment may reimburse the Town for any employee contributions previously refunded, with interest as determined by the Board to the date of reemployment, and thereby reinstate prior credited service. Such decision to be reinstated must be made prior to the first anniversary of re-employment.

Reimbursement may be arranged on an installment basis through a doubling of the employee rate of contribution or through any other means acceptable to the Board. A complete reimbursement is not effected by the time of retirement, any amount still due the Town shall be deducted in installments from the retirement benefit otherwise payable.

3.10 Post Retirement

Benefit Increases

A Pensioner who retires under this Plan shall receive an automatic cost-of-living adjustment that is regulated by the change in the U.S. Consumer Price Index. On July first of the even numbered years, monthly pension checks will be increased by the percentage amount the Consumer Price Index increased during the two-year period immediately preceding March 31 of the even numbered years. The increase shall not exceed 3% in each year during the two-year calculation period.

3.11 Non-duplication of Benefits

Nothing contained in this Article shall be construed as permitting any Member to be entitled simultaneously to more than one type of retirement benefit from the Town of Fairfield Retirement System.

Article 4. DEATH BENEFITS

4.1 Service-connected

Death Benefit

- a. Upon the death of a Member solely and exclusively as a result of an accident occurring during the course of Town employment, a benefit shall be payable to the Member's spouse and/or surviving children younger than age 18.

- b. The benefit payable under (a) above shall be an annual allowance equal to fifty percent (50%) of the Member's Highest Salary. Such benefit shall be payable to the Member's spouse until death or remarriage, and then to the surviving children younger than age 18, if any, until the youngest child attains age 18.

4.2 Non-service-connected

Death Benefits

- a. Upon the death of a Member from causes not related to Town employment, the Member's accumulated contributions with interest shall be paid to the Member's spouse.
- b. If, on the date of death, the Member had met the minimum age and service requirements for a retirement benefit, the spouse may elect to receive an annual benefit in lieu of the benefits provided in (a) above. Such benefit shall be equal to the benefit the spouse would have received had the Member retired one day before the date of death and had elected to receive benefits under Option 2. If no spouse survives, the designated beneficiary shall receive any accumulated contributions as provided in (a) above.

Article 5. PAYMENT OF BENEFIT

5.1 Commencement of

Benefit Payments

Benefits under the Plan were first payable for the month of July, 1966 and thereafter as Members become eligible.

5.2 Monthly Payment of Benefits

Unless otherwise indicated, benefits calculated in accordance with the provisions of Articles 3 or 4 of the Retirement Plan shall be paid monthly to the Pensioner or designated beneficiary. The monthly amounts shall be one-twelfth (1/12) of the annual amounts calculated under the provisions of Articles 3 or 4.

5.3 Rounding of Benefit Amounts

The monthly benefit, after any actuarial adjustment that may be necessary, shall, if it is not an exact multiple of 50 cents, be rounded up to the next higher such multiple.

5.4 Disposition of Small Benefit

Amounts

A monthly benefit of less than \$25 shall, at the Boards' discretion, be paid in quarterly or annual installments or in a lump sum on an actuarial basis determined by the Board.

5.5 Written Application Required

Every person retiring under the Plan shall be required to complete a written retirement application supplied by the Retirement Board. Members must apply in writing in a form and manner prescribed by the Board at least three months in advance of the first month for which benefits are payable. Failure on the part of a Member eligible for a Deferred or Disability Retirement Benefit to submit an application within the five-year period commencing on the first day of the month for which the applicant would otherwise have been eligible, may operate to waive all rights to future benefits.

6 Benefits to Survivors

If a Member or Pensioner should die at a time when a valid designation of beneficiary is not on file with the Retirement Board, the Board shall pay any amounts otherwise due to the Member's estate.

7 Incompetence or Incapacity of Pensioner

All benefits payable to a Pensioner shall be paid only to the Pensioner unless the Retirement Board has been served in writing with notice of the appointment of a legal guardian or legal representative. If payments are made to such legal representative of the Pensioner, the Board shall not

have further liability to the Pensioner or to anyone representing the Pensioner.

5.8 Non-Assignment of Benefits

It is the intention of the Retirement Board to make it impossible for Members or Pensioners covered by the Plan to unwisely imperil the provisions made for their retirement by their assigning, pledging, or otherwise disposing of their retirement payment hereunder. Consequently, it is hereby expressly provided that no Member or Pensioner shall have the right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge or anticipate any retirement payments or portions thereof and any such assignment, alienation, transfer, sale, hypothecation, mortgage, encumbrance, pledge or anticipation shall be void and of no effect whatsoever. To insure that retirement payments or portions thereof shall not in any way be subject to any legal process, execution, attachment or garnishment or be used for the payment of any claim against any Member or Pensioner or be subject to the jurisdiction of any bankruptcy court or insolvency procedure by operation of law or otherwise, the Retirement Board shall have the right to terminate or postpone retirement payments to a Pensioner.

5.9 No Vesting

Except as specifically provided in the Plan, no person other than the Retirement Board shall have any right, title or interest in any of the income or property of any character received or held by for the account of the System, and no person shall have any vested right to benefits provided by the System nor shall any employee be entitled to any payment or other equity in the assets of the System. All contributions made to the System shall be held in trust for the exclusive benefit of Members who qualify for benefits under the Plan.

5.10 Standards of Proof

Every employee, Member or Pensioner or anyone making a claim against the System on behalf of any of these shall furnish at the request of the Retirement Board any information or proof required for the administration of the plan or for the determination of any matter that the Board may have before them. Failure to furnish such information or proof promptly and in good faith shall be sufficient for the denial of benefits to such Member or the suspension or discontinuance of benefits to such Pensioner. The falsity of any statement material to an application or the furnishing of fraudulent information or proof shall be sufficient reason for

the denial, suspension or discontinuance of benefits under the Plan; and in any such case, the Board shall have the right to revise any benefit payments made in reliance therein.

Article 6. MISCELLANEOUS

6.1 Amendment

The Retirement Board may amend or modify these rules and regulations at any time provided that no such amendment shall be inconsistent with the provisions of the enabling legislation as amended from time to time. Furthermore, no amendment or modification may reduce any retirement benefits which have been approved for payment prior to amendment so long as funds are available for payment of such benefits nor may any amendment or modification enable any of the assets of the System to be returned to the Town of Fairfield prior to the satisfaction of all liabilities assumed under the Plan.

5.2 Actuarial Valuation

It is intended that the Plan be financed in accordance with actuarial principles. Accordingly, from time to time, but not less often than every five years, the Retirement Board shall be required to have an actuarial valuation of the assets and liabilities of the System and of the required contributions from the Town which, with the further contributions by Members of the System, will be adequate to finance the benefits under the Plan.

5.3 Administrative Interpretations

The Retirement Board may adopt such administrative interpretations of these rules and regulations as they consider necessary to carry out the intent and purposes of the Plan and to provide for effective administration thereof.

5.4 Appeals

An employee, Member or beneficiary dissatisfied with a decision of the Board may, within 60 days, appeal such decision in writing or request a hearing in person. The decision of the Board on such appeals shall be final.

NOTES:

RULES AND REGULATIONS
OF THE
TOWN OF FAIRFIELD
EMPLOYEES' RETIREMENT PLAN ("PLAN")

(1) Amended and Restated as of July 1, 2023, except to the extent the applicable laws provide for an earlier effective date, in which case such earlier date or dates shall apply.

(2) This document restates the Rules and Regulations of the Town of Fairfield Employees' Retirement Plan document adopted on April 27, 1987, by incorporating the applicable requirements of the Tax Reform Act of 1986 (TRA '86), the Omnibus Budget Reconciliation Act of 1986 (OBRA '86), the Omnibus Budget Reconciliation Act of 1987 (OBRA '87), the Technical and Miscellaneous Revenue Act of 1988 (TAMRA), the Omnibus Budget Reconciliation Act of 1989 (OBRA '89), the Unemployment Compensation Act of 1992 (UCA '92), the Omnibus Budget Reconciliation Act of 1993 (OBRA '93), Uruguay Round Agreements Act (GATT), the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Small Business Job Protection Act of 1996 (SBJPA '96), the Taxpayer Relief Act of 1997 (TRA '97), Internal Revenue Service Restructuring and Reform Act of 1998, the Community Renewal Tax Relief Act of 2000 (CRA) and the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), the Pension Protection Act of 2006; the Heroes Earnings Assistance and Relief Tax Act of 2008; the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE") and any other applicable Federal pension law; and the final regulations issued under Section 401(a)(9) of the Internal Revenue Code.

Note: The Plan is closed pursuant to Chapter 37-3C of the Town of Fairfield Code with respect to all employees hired or rehired on or after November 1, 2015 (or such earlier date as set forth in the applicable collective bargaining agreement), by the Town of Fairfield or Fairfield Board of Education, except for:

(1) an employee who is a member of a collective bargaining unit whose collective bargaining agreement in effect and covering such employee provides that such employee is eligible to participate in the Plan.

March 12, 2024 DRAFT

**RULES AND REGULATIONS
OF THE TOWN OF FAIRFIELD
EMPLOYEES' RETIREMENT PLAN**

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1 PLAN PROVISIONS.....	2
ARTICLE 2 DEFINITIONS.....	2
ARTICLE 3 PARTICIPATION AND SERVICE	7
ARTICLE 4 CONTRIBUTIONS	11
ARTICLE 5 VESTING	12
ARTICLE 6 TERMINATION OF EMPLOYMENT AND TERMINATED VESTED MEMBERS.....	13
ARTICLE 7 RETIREMENT DATES AND CALCULATION OF BENEFIT AMOUNT.....	16
ARTICLE 8 FORM OF BENEFIT	19
ARTICLE 9 DEATH BENEFITS	24
ARTICLE 10 RULES REGARDING PAYMENT	26
ARTICLE 11 AMENDMENT AND TERMINATION.....	28
ARTICLE 12 FUNDING.....	29
ARTICLE 13 ADMINISTRATION.....	30
ARTICLE 14 ALLOCATION OF ASSETS.....	33
ARTICLE 15 LIMITATION ON BENEFITS	33
ARTICLE 16 MISCELLANEOUS	34
Schedule 2.01 Actuarial Equivalent	
Schedule 2.02 Supplemental Retirement Plan Provisions Pursuant to Collective Bargaining Agreements	

TOWN OF FAIRFIELD EMPLOYEES' RETIREMENT PLAN

PREAMBLE

WHEREAS, pursuant to the authority granted to them by an ordinance adopted by the Representative Town Meeting of the Town of Fairfield, Connecticut on February 28, 1966 (the "Ordinance"), the Employees' Retirement Board (hereinafter referred to as "Retirement Board") of the Town of Fairfield Employees' Retirement Plan (hereinafter referred to as the "Plan") adopted on May 12, 1966, the Rules and Regulations set forth in the provisions governing the Retirement Plan effective July 1, 1966; and

WHEREAS, pursuant to the Ordinance, the Retirement Board has the right to amend the Rules and Regulations; and

WHEREAS, the Rules and Regulations effective July 1, 1966 have been amended from time to time and it is the desire of the Retirement Board now again to amend the Rules and Regulations, effective July 1, 2023, in order to comply with federal legislation and incorporate recent benefit changes.

NOW THEREFORE, effective as of July 1, 2023 except to the extent the applicable laws named below provide for an earlier effective date, in which case such earlier date or dates shall apply, unless where otherwise required by state or federal legislation, or as set forth herein, the Retirement Board hereby adopts and publishes these amended and restated Rules and Regulations. The Rules and Regulations have been amended to incorporate benefit changes made pursuant to collective bargaining agreements or other agreements between the Town of Fairfield and its Employees and to comply with recent tax legislation, including but not limited to: the Tax Reform Act of 1986 (TRA '86), the Omnibus Budget Reconciliation Act of 1986 (OBRA '86), the Omnibus Budget Reconciliation Act of 1987 (OBRA '87), the Technical and Miscellaneous Revenue Act of 1988 (TAMRA), the Omnibus Budget Reconciliation Act of 1989 (OBRA '89), the Unemployment Compensation Act of 1992 (UCA '92), the Omnibus Budget Reconciliation Act of 1993 (OBRA '93), Uruguay Round Agreements Act (GATT), the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Small Business Job Protection Act of 1996 (SBJPA '96), the Taxpayer Relief Act of 1997 (TRA '97), Internal Revenue Service Restructuring and Reform Act of 1998, the Community Renewal Tax Relief Act of 2000 (CRA) and the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), the Pension Protection Act of 2006; the Heroes Earnings Assistance and Relief Tax Act of 2008; the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE") and any other applicable Federal pension law; and the final regulations issued under Section 401(a)(9) of the Internal Revenue Code.

Each provision in this revised document is deemed to be effective as of the effective date required by each respective and applicable law unless otherwise stated in the document. Eligibility for benefits and the amount of benefit payments for any Member or former Member or Employee who retired, died or terminated employment prior to July 1 2023, except to the extent the applicable laws named above provide for an earlier effective date, in which case such earlier date or dates

shall apply, shall be determined in accordance with the applicable provisions of the Plan's Rules and Regulations or applicable collective bargaining agreement or other governing agreements in effect at the time of such retirement, death or termination of employment. Accordingly, the rights and benefits of any Member or former Member terminating employment with the Employer on or prior to July 1, 2023, shall be determined under the version of the Plan in effect on such Member's or former Member's date of termination.

The Plan is intended to provide retirement income and other benefits for certain of the Town's Employees and their beneficiaries. The Plan is intended to be a governmental plan, as defined in Section 414(d) of the Code and Section 3(32) of ERISA, and accordingly, is not subject to the requirements of ERISA.

ARTICLE 1

PLAN PROVISIONS

- 1.01 Plan Provisions.** This document sets forth the provisions of the Town of Fairfield Employees' Retirement Plan (hereinafter referred to as the "Plan") as of July 1, 2023.
- 1.02 Subject to applicable provisions of the Fairfield Code.** The provisions set forth herein are supplemented by incorporating the applicable provisions of the Chapter 37 of the Code of the Town of Fairfield, Connecticut. Such provisions shall supersede conflicting provisions set forth herein.
- 1.03 Subject to Collective Bargaining Agreement.** The provisions set forth herein are supplemented by incorporating certain provisions adopted as part of the applicable collective bargaining agreements and set forth at the end of this document as Exhibits hereto. Pursuant to Connecticut General Statute Section 7-474(f), a collective bargaining agreement supersedes conflicting provisions set forth herein, or in any municipal charter or ordinance. In addition, the provisions set forth herein shall also be supplemented and superseded by such Other Employment Agreements entered between the Town and an employee or group of employees who are not members of a Bargaining Unit.

ARTICLE 2

DEFINITIONS

- 2.01 Accumulated Contributions** shall mean the Member Contributions to the Plan, including interest thereon, as credited by the Retirement Board.
- 2.02 Accrued Benefit** shall mean the amount on the basis of which a Member's pension would be calculated if the Member terminated service on the date of calculation.

- 2.03 Accrued Service** shall mean the accrual of time that is used for determining an Employee's Vested Status, for determining a Member's Accrued Benefit, or for determining whether a Member is eligible for early retirement or normal retirement, as may be further determined or specified under a Member's applicable Bargaining Agreement or Other Employment Agreement. Accrued Service shall be determined in years and months. Service during any part of a month shall be credited as a full month. In accordance with Section 3.01 of the Plan, each Employee's Accrued Service shall commence immediately upon employment and continue until the Employee's retirement or earlier death or termination of service.
- 2.04 Actuary** shall mean the actuary or firm of actuaries employed or retained by the Plan at any given time.
- 2.05 Actuarial Equivalent** shall mean at any given time an annuity or benefit of equal value to a computed benefit, determined on the basis of actuarial assumptions and tables approved by the Retirement Board, as set forth in Schedule 2.01 of the Plan attached hereto, as amended from time to time.
- 2.06 Bargaining Agreement** shall mean the Collective Bargaining Agreement in effect from time to time between the Bargaining Unit and the Employer.
- 2.07 Bargaining Unit** shall mean the (1)-United Public Service Employees Union (UPSEU) Fairfield Town Hall Employees, Unit #222; (2) Communications Workers of America, Local #1103; (3) Fairfield Association of Educational Office Professionals; (4) Fairfield Educational Paraprofessionals Association, CSEA, SEIU Local 2001, CTW; (5) Fairfield Custodians-Maintenance Local 1779 of the United Public Service Employees Union; (6) Fairfield Professional and Technical Employees Association Local 1303-366 of Council 4 AFSCME, AFL-CIO; (7) Fairfield Public Health Nurses, Local #5045 of AFT Nurses and Health Professionals AFT CT, AFL-CIO; (8) United Public Service Employees Union, Unit #454 for Public Works; (9) Fairfield Public Schools Special Education Trainers, AFSCME Council 4, and (10) Fairfield Firefighters Local 1426, International Association of Firefighters with respect to the Fire Master Mechanic and the Fire Mechanic. In event any local Bargaining Unit changes its affiliation or its name, the new affiliation or name shall be deemed substituted for the name and affiliation appearing in this definition.
- 2.08 Code** shall mean the Internal Revenue Code of 1986, as amended from time to time.
- 2.09 Creditable Service** shall mean the accrual of time that may be acquired by a Member under the terms of a Bargaining Agreement or Other Employment Agreement or by operation of law to supplement the retirement benefit calculated under Article 7. Creditable Service shall be acquired in years and months.
- 2.10 Designated Beneficiary** shall mean the person or persons selected by a Member to receive any death benefits payable under this Retirement Plan upon the death of the Member. Such Beneficiary designation shall be made in writing by filing with the Employer in the form and manner it prescribes a written Beneficiary designation. To the extent permitted under the applicable form of benefit, prior to the effective date of the Member's retirement, a Member or Pensioner shall have the right to change the Designated Beneficiary, provided,

however, that no change shall be recognized unless it is received by the Employer in an acceptable written form. In the event that the Member or Pensioner's estate is the Designated Beneficiary, the beneficiary of the estate shall not be entitled to elect forms of benefit under this Plan.

- 2.11 Domestic Relations Order** shall mean any judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments, or marital property rights to a Spouse, former Spouse, child, or other Dependent of a Member that is made pursuant to a State domestic relations law and is recognized under federal law.
- 2.12 Employer** shall mean the Town of Fairfield, including its Board of Education and excluding the following entities, the Town of Fairfield Parking Authority, the Town of Fairfield Housing Authority and any other authority or similar entity which is a separate legal entity from the Town of Fairfield that provides services on behalf of the Town of Fairfield.
- 2.13 Effective Date** shall mean July 1, 2023, except to the extent the applicable laws listed in the Preamble provide for an earlier effective date, in which case such earlier date or dates shall apply.
- 2.14 Full-time Employee or Employee** shall mean, except to the terms and conditions of the applicable Bargaining Agreement or Other Employment Agreement provide otherwise, any regular full-time paid employee of the Employer, whether or not a member of a Bargaining Unit, including any regular full-time paid non-certified employee of the Fairfield Board of Education and the regular full-time Fire Mechanic and Fire Master Mechanic who work in the Fairfield Fire Department, whose position is not temporary or seasonal, and whose regular duties require a minimum of twenty (20) hours of employment per week for the period considered a full year in the department of the Employer for which the Employee works. The determination as to whether or not an individual is a Full-time Employee or Employee for purposes of this Plan shall be made by the Employer, subject to the applicable Bargaining Agreements or Other Employment Agreement. The term "Full-time Employee" or "Employee" shall not include police officers, firefighters, or certified employees of the Board of Education or any individual who is designated, or otherwise determined to be, an Independent Contractor as defined in Section 2.19. The term Full Time Employee or Employee shall not include a person employed by an agency that is an authority excluded from the definition of Employer in Section 2.12, except to the extent such person with the Employer's consent previously contributed to the Plan prior to the Effective Date.
- 2.15 Fund** shall mean the funds held by the Funding Agent derived from contributions made pursuant to the Plan, any property into which the same or any part thereof may be converted, and any increment thereto or income thereon and from which benefits shall be paid.
- 2.16 Funding Agent** shall mean trustee, custodian, insurance company or other person, or any combination of the foregoing, that has the responsibilities set forth in Section 13.05.

- 2.17 **Funding Agreement** shall mean the trust agreement and/or group annuity contract pursuant to which the Funding Agent carries out the responsibilities set forth in Section 13.05.
- 2.18 **Highest Salary** shall mean the highest annual base Salary (as defined in Section 2.28) (including longevity pay where applicable) earned by a Member during all years of active employment, except to the extent the applicable Bargaining Agreement or Other Employment Agreement provides for a different period of time or a different definition of Highest Salary.
- 2.19 **Independent Contractor** shall mean an individual who: (1) provides services to the Town, (2) does not satisfy the definition of “employee” set forth in Code Section 3121(d), and (3) does not have an employee/employer relationship with the Town. For purposes of Subsection (3) of the preceding sentence, employee/employer relationship exists when the person for whom the services are performed has the right to control and direct the individual who performs the services, not only as to the result to be accomplished by the work but also as to the details and means by which that result is accomplished. The determination as to whether or not an individual is an Independent Contractor for purposes of this Plan shall be made by the Employer, subject to the applicable Bargaining Agreements or any Other Employment Agreement. In the event that an individual who is classified as an Independent Contractor is later determined to be an Employee (as defined in Section 2.14), said individual shall commence participation in the Plan as of the date of such determination but shall not receive credit for Accrued Service or Creditable Service prior to such date.
- 2.20 **Member** shall mean a Full-time Employee who participates in the Plan pursuant to Section 3.01.
- 2.21 **Member Contributions** shall mean contributions described in Section 4.03.
- 2.22 **Other Employment Agreement** shall mean any employment agreement or other applicable agreement between the Employer and an Employee or group of Employees not represented by a Bargaining Unit.
- 2.23 **Pensioner** shall mean any person who is retired and receiving retirement benefits under this Retirement Plan.
- 2.24 **Plan** shall mean the Town of Fairfield Employees’ Retirement Plan as described in the Rules and Regulations as amended from time to time.
- 2.25 **Plan Year** shall mean the 12-month period beginning on July 1 and ending on the following June 30.
- 2.26 **Protected Service** shall mean any time period of one month or longer during which an Employee is not employed by Employer under circumstances permitted by a Bargaining Agreement or Other Employment Agreement, or required by law, so as not to create a termination of service under Section 6.01. During a period of Protected Service, the

Employee shall not accrue additional Accrued Service or Creditable Service unless otherwise required by law.

2.27 **Retirement Board** shall mean the Employees' Retirement Board of the Town of Fairfield Employees' Retirement Plan.

2.28 **Salary** shall mean base compensation earned by a Member in the applicable Plan Year or in such other time period specified in the applicable Bargaining Agreement or Other Employment Agreement, and, to the extent provided under the applicable Bargaining Agreement or Other Employment Agreement, shall include longevity pay but shall not, unless otherwise provided in a Bargaining Agreement or Other Employment Agreement, include compensation for overtime, bonuses, travel or maintenance allowances or other similar benefits.

Salary shall also include Member Contributions under Code Section 414(h)(2) of the Internal Revenue Code that are picked up by the Employer and are deemed Employer contributions as described in Section 4.04 of this Retirement Plan. Certain additional provisions applicable to Section 414 are contained in the applicable Exhibits of Schedule 2.02 of the Plan attached hereto.

With respect to the Internal Revenue Code Section 401(a)(17), **Limitations on Compensation of a Member under the Plan:**

- (i) Effective with respect to Plan Years beginning on and after July 1, 1996, and before July 1, 2002, the annual compensation of a Member taken into account under the Plan shall not exceed \$150,000, as adjusted under Section 401(a)(17)(B) of the Code.
- (ii) Effective with respect to Plan Years beginning on and after July 1, 2002, the annual compensation of a Member taken into account under the Plan shall not exceed \$200,000, as adjusted under Section 401(a)(17)(B) of the Code. Such compensation limit for the Plan Year, commencing July 1, 2023, is \$330,000.
- (iii) For purposes of this Section 2.28 "annual compensation" means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining an Employee's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period.

- 2.29 **Spouse or Surviving Spouse** shall mean the spouse or surviving spouse of the Participant, or any other person having the rights of a spouse, under applicable state law; provided that a former spouse will be treated as the Spouse or Surviving Spouse to the extent provided under a Domestic Relations Order.
- 2.30 **Town of Fairfield or Town** shall mean the Town of Fairfield, Connecticut, a municipal corporation organized under the laws of the State of Connecticut.
- 2.31 **Vested Status** shall mean the point in time as determined under the Plan or any applicable Bargaining Agreement or Other Employment Agreement at which the Member has earned a non-forfeitable right to an Accrued Benefit under the Plan pursuant to Section 5.01.

ARTICLE 3

PARTICIPATION AND SERVICE

- 3.01 **Participation.** Except as otherwise provided in Section 3.02 below, all Full-Time Employees shall participate in the Plan by making the required Member Contributions through payroll deductions to the Plan. Each Employee's Accrued Service shall commence immediately upon employment and continue until the Employee's retirement or earlier death or termination of service.
- 3.02 **New Hires, Rehires and Transfers.**
- (a) New Hires and Rehires: the Plan is closed pursuant to Chapter 37-3C of the Town of Fairfield Code with respect to all employees hired or rehired by the Town of Fairfield or Fairfield Board of Education on or after November 1, 2015 (or such earlier date as set forth in the applicable Bargaining Agreement or Other Employment Agreement), except for:
 - (1) a newly hired or rehired employee may enter the Plan if the newly hired or rehired employee is a member of a Bargaining Unit whose Bargaining Agreement in effect and covering such employee provides that such employee is eligible to participate in the Plan.
 - (b) Transfers:
 - (1) A Member who transfers from one unit covered by a Bargaining Agreement or Other Employment Agreement to another unit covered by a Bargaining Agreement or Other Employment Agreement will continue to be a Member. The benefit accrued by such transferred Member will be calculated as provided for under Article 7 based on the provisions set forth under the Bargaining Agreement or Other Employment Agreement as of the Member's final date of termination.

- (2) A Member who transfers from one unit covered by a Bargaining Agreement or Other Employment Agreement to a unit that is not covered by the Plan will cease to be a Member. The benefit accrued by such transferred Member will be calculated as provided for in Article 7 and based on the provisions set forth under the Bargaining Agreement or Other Employment Agreement as of the date the Member transfers out of the Plan.
- (3) An employee not covered by this Plan who transfers to a unit that is covered by a Bargaining Agreement or Other Employment Agreement is not eligible to become a Member, unless that Bargaining Agreement or Other Employment Agreement specifically provides that employees who so transfer are eligible to participate in the Plan.

3.03 Credit for Military Service.

- (a) Credit for Military Service Occurring While Employed by the Employer – Before December 12, 1994.

A Member shall earn Accrued Service for military service in the Armed Forces of the United States in time of war, national emergency or pursuant to a national conscription law or under any universal military training law of the United States, which is immediately preceded and immediately followed (within one year after discharge or separation) by employment with the Employer. Periods of voluntary reenlistment not effected during national emergency or time of war shall not earn Accrued Service.

- (b) Credit for Military Service Occurring While Employed by the Employer on or after December 12, 1994.

The Plan will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) as they may be amended from time to time. The applicable provisions as of the date of this amendment are as follows:

- (1) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service (as defined in Chapter 43 of Title 38, United States Code) will be provided in accordance with Section 414(u) of the Code, as follows:
- (2) Effective with respect to deaths occurring on or after January 1, 2007, while a Member is performing qualified military service (as defined in chapter 43 of title 38, United States Code), to the extent required by Section 401(a)(37) of the Code, survivors of a Member, are entitled to any additional benefits that the Plan would provide if the Member has resumed employment and then died, such as accelerated vesting or survivor benefits that are contingent on the Member’s death while employed. In any event, a deceased

Member's period of qualified military service shall be counted for vesting purposes.

- (3) USERRA Provisions to Comply with IRC Section 414(u). Pursuant to Code Section 414(u), the following provisions concerning qualified military service shall be included:
- (A) General. Effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code.
 - (B) Death or Disability Benefits. In the case of a death or disability occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.
 - (C) Benefit Accrual. For benefit accrual purposes, the Plan treats an individual who, on or after January 1, 2007, dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. With respect to the period of said individual's qualified military service, the Plan will treat said service as counting toward said individual's Accrued Service under the Plan.
 - (D) Determination of Benefits. To the extent the Plan requires employee contributions in order for the Member to accrue benefits under the Plan, then the Plan will determine the amount of employee contributions of an individual treated as reemployed under these provisions for purposes of applying Code Section 414(u)(8)(C) on the basis of the individual's average actual employee contributions for the lesser of: (i) the 12-month period of service with the Town immediately prior to qualified military service; or (ii) if service with the Town is less than such 12-month period, the actual length of continuous service with the Town.
 - (E) Differential Wage Payments. For years beginning after December 31, 2008, (1) an individual receiving a differential wage payment from the Town, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Town making the payment, (2) the differential wage payment shall be treated as Earnings, and (3) the

Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

(c) Credit for Military Service Prior to Employment with the Employer.

Any Member who is covered under a Bargaining Agreement or Other Employment Agreement that provides for a Member to purchase military service time for periods of military service prior to the date the Member became employed by the Employer may purchase said military service time in accordance with the terms, conditions, policies, procedures and deadlines set by the Employer, and subject to the terms, conditions and deadlines set forth in the applicable Bargaining Agreement or Other Employment Agreement covering such Member and of the Employer, and to the extent there are inconsistencies between such terms, conditions, policies, procedures and deadlines set by the Employer and the applicable Bargaining Agreement or Other Employment Agreement, the terms of the applicable Bargaining Agreement or Other Employment Agreement shall govern. The military service purchased under this provision shall be considered Creditable Service, but shall not be considered Accrued Service. This section shall also apply to any Member who purchased time spent in programs under the Comprehensive Employment and Training Act of 1973 or the Emergency Employment Act of 1971.

3.04 Credit Relating to Workers Compensation Injuries Resulting in Absence from Work.

- (a) Workers' Compensation Payments. When a Member returns to work following a workers compensation injury, such Member will have the opportunity to acquire Creditable Service for the period of time the Member was receiving Workers' Compensation. When the Member resumes work with the Employer, the Member may repay the Retirement Fund the amount of contribution the Member owed for the Workers Compensation period. The Employer's Human Resources Department will calculate the amount the Member would owe. The Member will have an equivalent amount of time to purchase the Creditable Service as the amount of time the Member was out of work due to such Member's workers compensation injury.
- (b) When the Member's full contribution has been made, such Member will have completed the buyback of this service, and it will be counted in the Member's Accrued Service calculations. If such Member does not elect to make these contributions, the Member will not receive Accrued Service credit for this period. However, such Member will not lose his or her prior Accrued Service credit for the period before such Member began the applicable Workers Compensation leave.

ARTICLE 4

CONTRIBUTIONS

4.01 The Fund.

The Employer shall maintain the Fund pursuant to one or more Funding Agreements with one or more Funding Agents for the purpose of receiving, administering, investing and reinvesting contributions made hereunder, and the proceeds thereof, and for the purpose of providing for the payment of the benefits provided under the Plan.

4.02 Contributions by the Employer.

The Employer shall contribute to the cost of the Plan by making periodic contributions to the Funding Agent at any time when required on the basis of actuarial calculations to maintain full funding of the Plan.

4.03 Member Contributions.

As a condition of employment, each Employee eligible to participate in the Plan and in active employment with the Employer shall be required to make mandatory Employee contributions to the Plan as agreed in each applicable Bargaining Agreement or Other Employment Agreement in effect as of the Effective Date. Such amounts may be superseded by provisions in subsequent Bargaining Agreements or Other Employment Agreements. Prior contribution amounts to be reimbursed under Section 6.03 are based on provisions of the Rules and Regulations in effect when an Employee terminated service.

The method by which such contributions shall be deducted shall be determined by the Retirement Board, subject to approval by the Employer fiscal officer.

4.04 Employer Pick-Up Contributions.

Pursuant to Section 414(h)(2) of the Code, the Employer may pick-up and pay the contributions that otherwise would be payable by each Member, or a specific group of Members as set forth in Section 4.03 above or the applicable Bargaining Agreement or Other Employment Agreement. The contributions so “picked-up” shall be treated as Employer contributions for purposes of determining the amounts of federal income taxes to withhold from each Member’s Earnings.

Member Contributions picked up by the Employer shall be paid from the same source of funds used for the payment of Salaries to Full-Time Employees. A deduction shall be made from each Member’s Salary equal to the amount of the Member Contributions picked up by the Employer, provided that such deduction shall not reduce the Member’s Salary for purposes of computing benefits under this Plan.

Member Contributions picked-up by the Employer shall be distinguished and accounted for separately for each Member, so that Member Contributions made prior to the effective date of the pick-up provision for a Member or group of Members, may be distinguished from the Member Contributions picked-up by the Employer on and after such date.

4.05 Rollovers to the Plan.

In no event shall the Plan accept Eligible Rollovers from any source.

ARTICLE 5

VESTING

5.01 Vested Status.

- (a) A Member shall attain Vested Status upon completion of ten (10) years of Accrued Service.
- (b) Prior to attaining Vested Status, a Member shall at all times have a non-forfeitable right in one hundred percent (100%) of the Member’s Accumulated Contributions.

ARTICLE 6

**TERMINATION OF EMPLOYMENT AND
TERMINATED VESTED MEMBERS**

6.01 Termination of Employment.

- (a) Periods of less than one month during which an Employee is absent from work due to an approved leave of absence or not employed by Employer shall not be considered a termination of employment nor interruption of Accrued Service. Absence from employment for a period longer than a month that is not Protected Service shall constitute a termination of employment unless written permission for such absence is submitted to the Retirement Board immediately following such absence by the appropriate Town official.
- (b) A Member who terminates employment with the Employer for any reason other than retirement, disability or death and who has not attained Vested Status shall receive a refund of the Member's Accumulated Contributions, and any Accrued Service earned and Creditable Service, if any, acquired prior to the termination of employment shall be cancelled upon refund of the Member's Accumulated Contributions.
- (c) A Member who terminates employment for reasons other than death, disability or retirement and who has attained Vested Status may elect to receive a Deferred Retirement benefit, payable at age 62 in lieu of receiving a refund of Accumulated Contributions. The amount of the Deferred Retirement benefit shall be calculated in accordance with the provisions of Section 7.03.

6.02 Pensioners Returning to Employment.

- (a) No Pensioner who returns to employment with the Town shall re-enter the Plan as a Member with respect to such re-employment unless the employee rehires into a Bargaining Agreement or Other Employment Agreement that specifically provides that employees hired or rehired are eligible to participate in the Plan.
- (b) A Pensioner who returns to employment with the Employer on a part-time or temporary basis up to 988 hours of employment in any calendar year may continue to receive retirement benefits while employed by the Employer. No additional benefits, either by counting any additional Accrued Service from the rehire date through to the subsequent termination of employment or by taking into account any changes to the Highest Salary for amounts earned after the date of the prior termination of employment up through such subsequent termination of employment, shall be accrued by the Pensioner for such periods of employment.

- (c) If a Pensioner continues to be employed by the Employer after 988 hours of employment in a calendar year, the Pensioner will not be entitled to retirement benefits beginning in the first month after the 988 hours is completed, and such retirement benefits shall be suspended until such employment (or level of employment) ends or drops below 988 hours of employment.

- (1) If such Pensioner is rehired into a position covered by a Bargaining Agreement or Other Employment Agreement which specifically provides that employees hired or rehired are eligible to participate in the Plan, then such Pensioner who so returns to employment with the Employer will re-enter the Plan. The Pensioner shall not be entitled to any retirement benefits for any month during which the Pensioner is in such employment.

Provided the Pensioner contributes applicable Member Contributions into the Plan with respect to such re-employment in accordance with Section 4.03, the Pensioner's retirement benefit shall be re-calculated by taking into account any additional Accrued Service and any changes to the Highest Salary earned through such subsequent termination of employment or reduction in work schedule (to below 988 hours of employment) and offset by any prior benefits received. The recalculated final benefit will restart with the Pensioner's same retirement benefit election and Designated Beneficiary remaining in effect, effective on the first of the month following termination of such employment or reduction in work schedule (to below 988 hours of employment).

- (2) If such Pensioner is not rehired into a position covered by a Bargaining Agreement or Other Employment Agreement which specifically provides that employees hired or rehired are eligible to participate in the Plan then such Pensioner who so returns to employment with the Employer will not re-enter the Plan. The Pensioner shall not be entitled to any retirement benefits for any month during which the Pensioner is in such employment. The retirement benefit that is suspended pursuant to this Subsection (c) during this period of reemployment shall be resumed, with the Pensioner's same retirement benefit election and Designated Beneficiary remaining in effect, effective on the first of the month following termination of such employment or reduction in work schedule to below 988 hours of employment.

6.03 Return to Employment After Termination.

- (a) No Employee who returns to employment with the Town shall re-enter the Plan as a Member with respect to such re-employment unless the employee is rehired into a position covered by a Bargaining Agreement or Other Employment Agreement that specifically provides that employees hired or rehired are eligible to participate in the Plan. However, a former Member who returned to employment with the Employer after the applicable Plan closure date, as further described in Section 3.02 of the Plan, whose Accumulated Contributions remained in the Plan pursuant to

Section 6.01(c), shall remain a former Member in the Plan but participation will not resume from the date of reemployment. Accordingly, no additional Accrued Service or benefit will be accrued from the rehire date through to the subsequent termination of employment.

- (b) If a former Member who had not previously received a refund of Accumulated Contributions returns to employment into a position covered by a Bargaining Agreement or Other Employment Agreement which specifically provides that employees hired or rehired are eligible to participate in the Plan, then such Member who so returns to employment with the Employer will re-enter the Plan. Provided the Member contributes applicable Member Contributions into the Plan in accordance with Section 4.03, the Member's additional Accrued Service from the rehire date through to the subsequent termination of employment shall be counted for calculating the retirement benefit and the Highest Salary for such Member shall be determined as of the date of subsequent termination.
- (c) If an Employee, who has previously received a refund of Accumulated Contributions returns to employment with the Employer in a position covered by a Bargaining Agreement or Other Employment Agreement which specifically provides that employees hired or rehired are eligible to participate in the Plan, then such Employee who so returns to employment with the Employer after such a previous termination of employment will re-enter the Plan and thereafter may reimburse the Plan for all Accumulated Contributions previously refunded pursuant to Section 6.01(b), with interest, as determined by the Retirement Board to the date of reemployment, and thereby reinstate prior Accrued Service and any Creditable Service the Employee had acquired prior to such previous termination of employment. Provided the Member continues to contribute applicable Member Contributions into the Plan in accordance with Section 4.03, additional Accrued Service from the rehire date through to the subsequent termination of employment shall be counted for calculating the retirement benefit of such Member and the Highest Salary for such Member shall be determined as of the date of such Member's subsequent termination. Such decision to be reinstated must be made prior to the first anniversary of reemployment. Reimbursement may be arranged on an installment basis through a doubling of the rate of Member Contributions or through any other means acceptable to the Retirement Board, and full reimbursement by the Member is expected to be completed no later than five years from the date of the decision by the Member to reinstate such prior Accrued Service and any Creditable Service the Employee had acquired any prior to termination. If complete reimbursement is not effected by the time of retirement and no other extended deadline is agreed to by the Retirement Board, then any amount still due the Plan shall be deducted in from the retirement benefit otherwise payable.
- (d) If a former Member who had not previously received a refund of Accumulated Contributions returns to employment prior to November 1, 2015 (or such earlier date as set forth in the applicable collective bargaining agreement), such rehired Member will re-enter the Plan. Provided the Member contributes applicable Member Contributions into the Plan in accordance with Section 4.03, the Member's

additional Accrued Service from the rehire date through to the subsequent termination of employment shall be counted for calculating the retirement benefit of such Member and the Highest Salary for such Member shall be determined as of the date of subsequent termination.

ARTICLE 7

RETIREMENT DATES AND CALCULATION OF BENEFIT AMOUNT

7.01 Early Retirement.

- (a) Except as otherwise determined by the Bargaining Agreement applicable to a Member, a Member whose employment terminates after attaining age 55 and who has completed at least fifteen (15) years of Accrued Service may elect to retire, upon 60 days' notice to the Retirement Board, and receive an Early Retirement Benefit beginning on the first day of the month following the later of the Member's 55th birthday or termination of employment.
- (b) The amount of the Early Retirement Benefit shall be determined by calculating the benefit as described in Section 7.02(b), reduced by 5/9 of 1% for each month the Member is younger than age 62.

7.02 Normal Retirement.

- (a) Except as otherwise determined by the Bargaining Agreement applicable to a Member, a Member whose employment terminates after attaining age 62 and completion of 10 years of Accrued Service shall be entitled to a Normal Retirement benefit beginning as soon as practicable following termination of employment which shall be payable on the first day of each month thereafter.
- (b) Except as otherwise determined by the Bargaining Agreement applicable to a Member, a Member eligible for Normal Retirement shall receive an annual benefit equal to 1.25% of the Member's Highest Salary up to \$7,800 plus 2.3% of the Members Highest Salary in excess of \$7,800, multiplied by years and months of Accrued Service earned and any Creditable Service acquired.

7.03 Deferred Retirement.

- (a) Except as otherwise determined by the Bargaining Agreement applicable to a Member, a Member who has satisfied all of the following three criteria:
 - (1) terminates employment prior to age 62,
 - (2) Completes 10 years of Accrued Service,
 - (3) is not eligible for or has not elected Early Retirement under Section 7.01(a),shall be entitled to a retirement benefit beginning on the first day of the month following the Member's 62nd birthday, provided Accumulated Contributions have not been previously withdrawn, under Section 6.01, unless such withdrawn Accumulated Contributions have been repaid pursuant to Section 6.03.
- (b) The amount of the benefit payable to a Member eligible for Deferred Retirement shall be calculated as of the date of the Employee's termination of service in accordance with the provisions of the Plan and/or the Bargaining Agreement or other Employment Agreement in effect on such date.

7.04 Disability Retirement.

- (a) Determination of a non-work-related disability. Except as otherwise determined by the Bargaining Agreement applicable to a Member, a Member with at least ten (10) years of Accrued Service whose employment is terminated because of a permanent and total disability shall be entitled to a Disability Retirement benefit beginning on the first day of the month following the later of the month in which the disability commenced or other disability benefits paid by the Employer ceased. A Member shall be deemed permanently and totally disabled within the meaning of the Plan only if the Retirement Board, in its sole and absolute discretion, shall determine on the basis of medical evidence that:
 - (1) such a Member is totally unable, as a result of bodily injury or disease, to engage in or perform the duties of any occupation-with the Employer; and
 - (2) such disability will be permanent and continuous for the remainder of the Member's life. A Member applying for Disability Retirement may be required to submit to an examination by two physicians selected by the Retirement Board and may be required to submit to re-examination periodically as the Retirement Board may direct. If a Member receiving a disability retirement benefit is found to be no longer disabled, the Disability Retirement benefit shall be terminated.
- (b) Amount of non-work-related disability retirement benefit. Except as otherwise determined by the Bargaining Agreement applicable to a Member, the amount of retirement benefits payable to a Member eligible for Disability Retirement under subsection (a) above shall be calculated as described in Section 7.02(b) and paid as a lifetime annuity with a sixty month guarantee feature pursuant to Section 8.02.

- (c) Amount of work-related disability retirement benefit. Except as otherwise determined by the Bargaining Agreement applicable to a Member, a Member whose employment is terminated because of permanent and total disability resulting solely and exclusively as a result of an accident or injury incurred during the course of employment with the Employer and has an accepted Workers' Compensation claim shall be eligible for Disability Retirement benefits even if the Member has less than ten (10) years of Accrued Service. Such a Member shall receive an annual retirement benefit equal to the greater of fifty percent (50%) of the Member's annual Salary on the date of the accident or injury or the amount calculated under Section 7.02(b) and paid as a life annuity with a sixty month guarantee feature. Any awards or payments received by the Member under the provision of the Connecticut Worker's Compensation Act shall be deducted from the benefits otherwise payable under this subsection, in a manner prescribed by the Retirement Board.

7.05 Employment after Normal Retirement Date.

Employment with the Employer on or after a Member's Normal Retirement date is permitted. An active Member shall continue to accrue benefits beyond the Member's Normal Retirement Date under Section 7.02(a) and such retirement benefit will equal the amount accrued to the Member under Section 7.02(b), using the Member's Highest Salary and Accrued Service earned and any Creditable Service acquired to the Member's actual retirement date.

7.06 Post-Retirement Benefit Increases.

A Pensioner who retires under the Plan shall receive an automatic cost-of-living adjustment. Except as otherwise determined by the Bargaining Agreement applicable to a Member, (a) the adjustment shall be based on the change in the U.S. Consumer Price Index, All Urban Consumers, also known as the CPI-U; (b) a Pensioner's monthly check shall be adjusted on July 1 of the even numbered years by the percentage amount the CPI-U changed during the two, one-year periods immediately preceding March 31 of the even numbered years; (c) for each one-year period, the increase shall not exceed 3% and any decrease is included without a lower limit; (d) in the event the CPI-U calculation, determined at the end of such two-year calculation period after applying the percentage limits in (c) above, has not increased or has decreased for such calculation period, no cost-of-living adjustment shall be made; (e) to be eligible for an adjustment under this Section, a Member must have retired prior to April 1 of the odd-numbered year which precedes the even-numbered year for which the adjustment is made; and (f) the payment of any post-retirement benefit increases made under this Section shall comply with the applicable regulations under Section 401(a)(9) of the Code.

7.07 Maximum Benefit Limitation.

Benefits with respect to a Member may not exceed the maximum benefits specified under Section 415 of the Code for governmental plans as set forth in Article 15 of the Plan.

7.08 Transfers by Members within the Town not considered retirements.

If a Member transfers employment to a position within the Town that is not covered by the Plan, such transfer shall not be treated as a retirement by such Member for purposes of the Plan. The Member will continue to earn Accrued Service with respect to such post-transfer service in the position not covered by the Plan for purposes of determining Vested Status under the Plan. In order for a Member to commence retirement benefit from the Plan (if otherwise eligible), the Member must satisfy the applicable sections of this Article 7 and otherwise terminate employment with Town.

ARTICLE 8

FORM OF BENEFIT

8.01 Election of Form. The Retirement Board shall prescribe forms and procedures by which a Member or, if applicable, a Designated Beneficiary who is to share part of the retirement benefit otherwise payable to the Pensioner, may elect the options permitted by this Section. No election shall be effective until it has been received in writing in the form and manner prescribed by the Retirement Board.

8.02 Normal Form of Payment at Retirement – Life Annuity with Sixty-Month Guarantee Feature.

The normal form of payment of a retirement benefit under this Retirement Plan shall be a monthly benefit payable for a Member's lifetime with a guarantee of sixty (60) monthly payments. If an Early or Normal Retirement Pensioner who retired under Sections 7.01 or 7.02 has not elected an optional form of benefit as permitted under Section 8.03 and dies, or a Pensioner on Disability Retirement dies whose benefit is paid under this section, before having received sixty (60) monthly retirement payments, the monthly benefit shall continue to be paid to the Designated Beneficiary, if any, until sixty (60) such monthly payments have been made, to both the Pensioner and the Designated Beneficiary. If, at the time of the Pensioner's death, no living beneficiary has been designated, the Retirement Board shall pay the remaining monthly benefits in accordance with Section 9.03 and 401(a)(9) of the Code.

8.03 Optional Forms of Benefit.

(a) Except as otherwise provided with respect to an involuntary cashout payable to a Member or Designated Beneficiary as a lump sum amount that complies with Section 411(a)(11) of the Code, a Member retiring under the Plan (except for a Disability Retirement) may elect to receive any one of the following optional forms of benefit in lieu of the normal form of payment with the sixty month guarantee feature described in Section 8.02.

(1) Option 1 – Joint and Survivor – 100% Continuation. A reduced monthly retirement benefit, which is the Actuarial Equivalent of the normal form of payment life annuity with the sixty-month guarantee feature in Section 8.02,

will be paid during the Pensioner's lifetime with that same amount (100%) continued to the Pensioner's surviving Spouse, provided that such Spouse was also the Pensioner's Spouse at the time of the Pensioner's retirement or has rights under a Domestic Relations Order, during such surviving Spouse's remaining lifetime after the death of the Pensioner.

- (2) Option 2 – Joint and Survivor – 50% Continuation. A reduced monthly retirement benefit, which is the Actuarial Equivalent of the normal form of payment life annuity with the sixty-month guarantee feature in Section 8.02, will be paid during the Pensioner's lifetime with one-half (50%) of that amount continued to the Pensioner's surviving Spouse, provided that such Spouse was also the Pensioner's Spouse at the time of the Pensioner's retirement or has rights under a Domestic Relations Order, during such surviving Spouse's remaining lifetime after the death of the Pensioner.
- (3) Option 3 – Level Income Option. A Pensioner who elects an Early Retirement under Section 7.01 shall receive the retirement benefit otherwise payable under Section 7.02 as adjusted under Section 7.01 (b), which shall be increased until the Pensioner attains age 62 or age 65, as the Pensioner elects, and then shall be reduced by the estimated level of Social Security benefits for the remainder of the Pensioner's life. The increase in the retirement benefit will be based on factors of Actuarial Equivalence.

8.04 Direct Rollovers.

- (a) Compliance with Code and Regulations. The Plan shall comply with the provisions of the Code and regulations thereunder, as they may be amended from time to time, as they apply to direct rollovers.
- (b) General rule. Notwithstanding any provision in the Plan to the contrary, a Distributee may elect, at the time and the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan in a Direct Rollover. If an Employee elects a Direct Rollover of only a portion of an Eligible Rollover Distribution, the Plan Administrator may require that the amount being rolled over equals at least \$200. In addition, this Section applies to any distribution from the Plan made to a Participant's surviving spouse or to a Participant's spouse or former spouse who is the Alternate Payee under a qualified Domestic Relations Order, as defined in Section 2.11. If it is reasonable to expect (at the time of the distribution) that the total amount the Member will receive as a distribution during the calendar year will total less than \$200, the Employer need not offer the member a Direct Rollover option with respect to such distribution.
- (c) Definitions.
 - (1) Eligible Rollover Distribution. An Eligible Rollover Distribution is any distribution of all or any portion of a Member's Accrued Benefit, except an Eligible Rollover Distribution does not include:

- (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's Beneficiary, or for a specified period of ten years or more; or
 - (ii) any distribution to the extent such distribution is a required minimum distribution under Code §401(a)(9), as described under Section 10.
- (2) Eligible Retirement Plan. For purposes of applying the Direct Rollover provisions under this Section 8.04, an Eligible Retirement Plan is:
 - (i) a qualified plan described in Code §401(a);
 - (ii) an individual retirement account described in Code §408(a);
 - (iii) an individual retirement annuity described in Code §408(b);
 - (iv) an annuity plan described in Code §403(a);
 - (v) a tax-sheltered annuity plan described in Code §403(b); or
 - (vi) an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan

The definition of Eligible Retirement Plan also applies in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the Alternate Payee under a Domestic Relations Order, as defined in Section 2.11.

- (3) Direct Rollover. A Direct Rollover is a payment made directly from the Plan to the Eligible Retirement Plan specified by the Participant. The Plan Administrator may develop reasonable procedures for accommodating Direct Rollover requests.
- (4) Distributee. A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the Alternate Payee under a qualified domestic relations order, as defined in Code §414(p), are Distributees with regard to the interest of the spouse or former spouse. For distributions occurring in plan years beginning after December 31, 2009, a Distributee also includes the Participant's non-spouse designated beneficiary under Section 8.04(e) of the Plan. In the case of a non-spouse beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of

Code §402(c)(11). Also, in this case, the determination of any required minimum distribution under Code §401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

- (d) Direct Rollover Notice. A Member entitled to an Eligible Rollover Distribution must receive a written explanation of his/her right to a Direct Rollover, the tax consequences of not making a Direct Rollover, and, if applicable, any available special income tax elections. The Direct Rollover notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year is expected to be less than \$200.

If a Participant terminates employment with a total vested Accrued Benefit that does not exceed the Involuntary Cash- Out threshold (as set forth in Code Section 401(a)(31)) and the Participant does not respond to the Direct Rollover notice indicating whether a Direct Rollover is desired and the name of the Eligible Retirement Plan to which the Direct Rollover is to be made, the Plan Administrator will distribute the Participant's entire vested Accrued Benefit in the form of an Automatic Rollover (pursuant to Code Section 401(a)(31)(B)) no earlier than 30 days and no later than 180 days (90 days for Plan Years beginning before January 1, 2007) following the provision of the Direct Rollover notice.

The Direct Rollover notice must describe the procedures for making an Automatic Rollover, including the name, address, and telephone number of the IRA trustee and information regarding IRA maintenance and withdrawal fees and how the IRA funds will be invested. The Direct Rollover notice also must describe the timing of the Automatic Rollover and the Participant's ability to affirmatively opt out of the Automatic Rollover.

- (e) Direct Rollover by Non-spouse Beneficiary. Effective for taxable years beginning on or after January 1, 2007, a non-spouse beneficiary (as defined in Code §401(a)(9)(E)) may elect to directly rollover an Eligible Rollover Distribution to an individual retirement account under Code §408(a) or an individual retirement annuity under Code §408(b) that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11). Also, in this case, the determination of any required minimum distribution under §401(a)(9) that is ineligible for rollover shall be made in accordance with Q&A 17 and 18 of Notice 2007-7. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an Eligible Rollover Distribution. A non-spouse rollover made prior to January 1, 2010, will not be subject to the direct rollover requirements under Code §401(a)(31), the direct rollover notice requirements under subsection (b) or the mandatory withholding requirements under Code §3405(c). A non-spouse rollover made on or after January 1, 2010, will be subject to the direct rollover requirements under Code §401(a)(31), the rollover notice requirements under

subsection 8.04(d) and the mandatory withholding requirements under Code §3405(c).

- (f) Direct Rollover of Non-taxable Amounts. Notwithstanding any other provision of the Plan, a distribution shall not fail to be an Eligible Rollover Distribution merely because the distribution consists of after-tax contributions which are not includible in gross income. However, the portion of the distribution attributable to after-tax contributions may be transferred only to:
- (1) an individual retirement account or annuity described in Code §408(a) or (b);
 - (2) for taxable years beginning after December 31, 2001 and before January 1, 2007, to a qualified trust which is part of a Defined Contribution Plan that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or
 - (3) defined contribution plan or to an annuity contract described in Code §403(b), if such plan or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.
- (g) Direct Rollovers to Roth IRA. For distributions occurring on or after January 1, 2008, a Participant or beneficiary (including a non-spousal beneficiary to the extent permitted under subsection (e) above), may rollover an Eligible Rollover Distribution to a Roth IRA, provided the Participant (or beneficiary) satisfies the requirements for making a Roth contribution under Code §408A(c)(3)(B). Any amounts rolled over to a Roth IRA will be included in gross income to the extent such amounts would have been included in gross income if not rolled over (as required under Code §408A(d)(3)(A)). For purposes of this subsection (g), the Plan Administrator is not responsible for assuring the Participant (or beneficiary) is eligible to make a rollover to a Roth IRA.

8.05 Cash Distribution of Accumulated Contributions.

In lieu of receiving a Retirement Benefit under any other section of the Plan, a Member who terminates employment for reasons other than death after attaining a Vested Status under the Plan may elect to receive distribution of Accumulated Contributions in a single sum payment at any time prior to the date payment of the Member's retirement benefit begins. If a Member elects to receive distribution of Accumulated Contributions pursuant to this Section, the Member's Accrued Benefit shall be forfeited.

8.06 Non-Duplication of Benefits.

Nothing contained in this Article shall be construed as permitting any Member to be entitled simultaneously to more than one type of retirement benefit from the Plan except that a Member receiving a Disability Retirement benefit who later recovers and, therefore ceases to be retired, may be entitled to a different kind of a retirement benefit upon later retirement. The foregoing sentence shall not prevent a Member's Spouse, who is also a Member, from also receiving a survivor annuity or a death benefit on account of the Member's death.

ARTICLE 9

DEATH BENEFITS

9.01 Service-Connected Death Benefit.

- (a) Upon the death of an active Member (prior to commencing a benefit under the Retirement Plan) that is solely and exclusively the result of an accident occurring during the course of employment with the Employer, a death benefit shall be payable to the Member's Spouse and/or surviving children younger than age 18.
- (b) The benefit payable under (a) above shall be an annual allowance equal to fifty percent (50%) of the Member's Highest Salary. Such benefit shall be payable to the Member's Spouse until death or legal remarriage (including a civil union recognized under applicable state law), and then to the surviving children younger than age 18, if any and divided equally among the surviving children younger than age 18, until the youngest child attains age 18.
- (c) If there is no surviving Spouse and no children under the age of 18, the Member's Accumulated Contributions shall be paid to the Member's Designated Beneficiary.

9.02 Non-Service-Connected Death Benefits.

- (a) Upon the death of a Member before commencing a benefit under the Retirement Plan that is the result of causes that are not related to employment with the Employer, the Member's Accumulated Contributions shall be paid as a lump sum payment to the Member's Spouse, or if there is no surviving Spouse, to the Member's Designated Beneficiary.
- (b) If, on the date of death, the Member had reached the age of fifty-five (55) and had completed at least fifteen (15) years of Accrued Service or would have qualified for early retirement under Section 7.01 [met the minimum age and service requirements for a retirement benefit, as described in Sections 7.02 or 7.03,] the Member's surviving Spouse may elect to receive an annual benefit in lieu of the benefits provided in (a) above. Such benefit shall be equal to the benefit the Spouse would have received had the Member retired one day before the date of death and had elected to receive the form of benefits under Option 2 (Joint and Survivor with

50% Continuation) described in Section 8.03(a)(2), provided however that the calculation of the amount of the benefit in the case of a Member under the age of 55 shall be reduced by five-ninths of one percent (5/9 of 1%) for each month the member is younger than 55. If there is no surviving Spouse, the Member's Designated Beneficiary shall receive any Accumulated Contributions as provided in (a) above.

9.03 Benefits Payable when no Designated Beneficiary on File.

If a Member or Pensioner should die at a time when a valid Designated Beneficiary is not on file with the Retirement Board, the Retirement Board shall pay any amounts otherwise due under Section 9.02(a) of the Plan as follows, in the following order of hierarchy until all of the amounts have been distributed:

- (a) First, to the Member's Spouse, if then living;
- (b) If no Spouse is then living, then to the Member's children then living;
- (c) If no children are then living, then to the Member's parents, then living.
- (d) If no parents are then living, then to the Member's siblings, then living.
- (e) If no siblings are then living, then to the Member's estate.

9.04 Return of Accumulated Contributions.

- (a) Amount of Payment. The Member's Designated Beneficiary shall receive a death benefit, payable in a single sum, that is equal to the excess, if any, of (i) the Member's Accumulated Contributions, determined as of the date benefit payments commenced under the Plan, minus (ii) the amount of all benefit payments made under the terms of the Plan either to the Member and/or the Member's Designated Beneficiary/Spouse under the provisions of Article 8.
- (b) Designation of Designated Beneficiary. Each Participant may designate in writing any one or more persons as the Designated Beneficiary in accordance with Section 2.10 of the Plan to receive payment of the death benefit provided under this Section.
- (c) Payment where no Designated Beneficiary exists. If no Designated Beneficiary shall have been designated by a Member, then such Participant's Designated Beneficiary shall be determined by following the same order for payment that is set forth in Section 9.03 of the Plan.

ARTICLE 10

RULES REGARDING PAYMENT

10.01 Monthly Payment of Benefits.

Unless otherwise indicated in the Plan, benefits calculated in accordance with the provisions of Articles 7, 8 or 9 of the Plan shall be paid monthly to the Pensioner, Member's Spouse, or Designated Beneficiary, whichever is applicable. The monthly amounts shall be one-twelfth (1/12th) of the annual amounts calculated under the provisions of Articles 7, 8 or 9.

10.02 Commencement of Benefit Payments.

Pursuant to Section 10.06 of the Plan, the Plan shall comply with the provisions of Section 401(a)(9) of the Code and the regulations thereunder, as they may be amended from time to time. The additional provisions relating to Section 401(a)(9) applicable to the Plan are set forth in Section 10.06 below.

10.03 Written Application of Retirement.

Every Member retiring under the Plan shall complete a written retirement application supplied by the Employer and submit such completed application to the Employer at least 30 days (or such shorter period acceptable to the Employer) before such requested retirement date.

10.04 Non-Assignment of Benefits.

- (a) It is the intention of the Retirement Board to make it impossible for Members or Pensioners covered by the Plan to unwisely imperil the provisions made for their retirement by assigning, pledging, or otherwise disposing of their retirement payment hereunder. Consequently, it is hereby expressly provided that no Member or Pensioner shall have the right to assign, alienate, transfer, sell hypothecate, mortgage, encumber, pledge or anticipate any retirement payments or portions thereof and any such assignment, alienation, transfer, sale, hypothecation, mortgage, encumbrance, pledge or anticipation shall be void and of no effect whatsoever. To ensure that retirement payments or portions thereof shall not in any way be subject to any legal process, execution, attachment or garnishment or be used for the payment of any claim against any Member or Pensioner or be subject to the jurisdiction of any bankruptcy court or insolvency procedure by operation of law or otherwise, the Retirement Board shall have the right to terminate or postpone retirement payments to a Pensioner. Each Member, and, if applicable, Designated Beneficiary, shall be entitled to all the benefits specifically set forth under the terms of the Plan. Except to the extent required by law, said benefits or any of the property rights therein shall not be assignable or distributable to any creditor or other claimant of such Member or the Member's Designated Beneficiary. Neither Members nor Designated Beneficiaries shall have the right to anticipate, assign, pledge, accelerate, or in any way dispose of any of the monies, benefits, or other property which may be payable to them.

- (b) Section (a) above shall not apply to (1) the creation, assignment or recognition of a right to any benefit payable pursuant to a Domestic Relations Order (whether providing for a separate interest or a shared interest to the alternate payee) that is approved by the Employer, which shall be binding on all Members, Designated Beneficiaries and other parties, or a tax lien or levy attachment by the Internal Revenue Service, (2) the pension revocation, reduction permitted pursuant to Connecticut General Statutes 1-110a of Chapter 11a of the Connecticut General Statutes, as amended from time to time, or (3) the suspension of payment of Accumulated Contributions to the Member or the application of such Accumulated Contributions to satisfy a judgment or order by the court, in accordance with Section 110b of the Connecticut General Statutes.

10.05 No Right to Assets.

Except as otherwise specifically provided in the Plan: (a) no person other than the Retirement Board shall have any right, title or interest in any of the income or property of any character received or held by or for the account of the Plan; and (b) no person shall have any vested right to benefits provided by the Plan; and (c) no employee shall be entitled to any payment or other equity in the assets of the Plan. All contributions made to the Plan shall be held in trust for the exclusive benefit of Members who qualify for benefits under the Plan.

10.06 Minimum Required Distributions.

- (a) All distributions under the Plan shall be made in accordance with a good faith interpretation of the requirements of Section 401(a)(9) of the Code, which is incorporated herein by reference, and the Treasury Regulations thereunder, as applicable to a governmental plan within the meaning of Section 414(d) of the Code. Pursuant to Code Section 401(a)(9), certain minimum required distributions shall be made from the Plan. The requirements of this Section shall apply to any distribution of a Member's benefit and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this section apply to calendar years beginning after December 31, 2005. The following provisions are intended as a reasonable and good faith interpretation of Code Section 401(a)(9), consistent with the special rule for governmental plans in the final regulations under Section 401(a)(9).
- (b) Distribution of a Member's benefit shall begin by the required beginning date, which is the later of the April 1 following the calendar year in which the Member attains age 70-1/2 (or age 72 commencing January 1, 2020, for distributions required to be made after December 31, 2019, with respect to individuals who attain 70-1/2 after December 31, 2019 and reach age 72 in 2022; or age 73 with respect to individuals born during the period beginning January 1, 1951 and ending December 31, 1959; or age 75 with respect to individuals born on or after January 1, 1960) or April 1 of the year following the calendar year in which the Member terminates employment with the Employer.

- (c) The Member's accrued benefit must be distributed over the Member's life or the lives of the Member and a designated beneficiary, or over a period not extending beyond the life expectancy of the Member or of the Member and a designated beneficiary.
- (d) The Trust pursuant to a qualified Domestic Relations Order may establish separate benefits for a Member and a non-Member.
- (e) If a Member dies before required distribution of the Member's benefits has begun, death benefits under Article 9 shall commence as soon as administratively possible. If a Member dies after the required distribution of benefits has begun, death benefits under Article 9 shall commence as soon as administratively possible
- (f) Distribution of the Member's entire interest will be made in one of the following ways on accordance with the terms of the Plan: Lump sum (when permitted by the Plan), over the life of the Member, or over the lives of the Member and his/her designated beneficiaries.

ARTICLE 11

AMENDMENT AND TERMINATION

11.01 Amendment.

Subject to the terms and conditions of the applicable Bargaining Agreement or Other Employment Agreement, the Retirement Board may amend or modify these Rules and Regulations at any time pursuant to Section 37-13 of the Code of the Town of Fairfield, Connecticut; provided, however, that no such amendment shall be inconsistent with the provisions of Article 37 of the Code as amended from time to time. Furthermore, no amendment or modification may reduce any retirement benefits which have been approved for payment prior to the amendment so long as funds are available for payment of such benefits nor may any amendment or modification enable any of the assets of the Plan to be returned to the Employer prior to the satisfaction of all liabilities assumed under the Plan.

11.02 Termination of Plan.

Subject to the terms and conditions of the applicable Bargaining Agreement or such other agreement as may be entered into by the relevant parties, the Town shall have the right to discontinue or terminate this Retirement System in whole or in part. If, for any reason, the Retirement System is terminated, the rights of each Member, and, if applicable, Designated Beneficiary, (to the extent affected by such action) to benefits hereunder as of the date of such event shall become 100% vested and nonforfeitable to the extent such benefits are then funded.

ARTICLE 12

FUNDING

12.01 Actuarial Valuation.

It is intended that the Plan be financed in accordance with actuarial principles. Accordingly, from time to time, but not less often than every five years, the Retirement Board shall be required to have an actuarial valuation of the assets and liabilities of the Plan and of the required contributions from the Employer which, with the further contributions by Members of the Plan, will be adequate to finance the benefits under the Plan.

12.02 Appointment and Transfer of Funds

To carry out the provisions of the Plan, the Retirement Board will provide for the custody and investment of the funds which arise from contributions pursuant to the Plan and for the payment of benefits under the Plan by agreement with such Funding Agent as it may from time to time determine, which agreement shall constitute a part of the Plan.

12.03 Successor Funding Agent; Miscellaneous.

The Retirement Board in its sole and absolute discretion reserves the right at any time and from time to time to designate a successor Funding Agent; to enter into and make amendments to such contracts or agreements with the Funding Agent as it may deem desirable to accomplish the objectives of the Plan; to provide for the payment thereafter of the Funds hereunder to another Funding Agent; and to require a Funding Agent to transfer the Funds pursuant to the Plan to another Funding Agent, provided that the Retirement Board shall have no power to perform any of such actions in such manner as will cause or permit any part of the Fund to be diverted to purposes other than for the exclusive benefit of Members, Pensioners, or their Designated Beneficiaries, survivors or estates, or as will cause or permit any portion of the Fund to revert to or become the property of the Employer prior to the satisfaction of all liabilities under the Plan.

12.04 Benefits to be Paid from Fund.

All benefits payable under this Plan shall be paid or provided for solely from the Fund or from accounts segregated from the Fund in accordance with the Plan.

ARTICLE 13

ADMINISTRATION

13.01 Expenses of Administration

All expenses of the administration of the Plan, as well as the expenses of administration of the Fund, shall be paid from the Fund unless sooner paid by the Employer, which may then be reimbursed from the Fund.

13.02 Responsibilities of the Plan Administrator.

The Retirement Board shall be the Plan Administrator of the Plan, and shall have the following powers and responsibilities as Plan Administrator of the Plan:

- (a) To determine benefit rights;
- (b) To adopt such method for the computation of periods of service and participation as shall be permitted by law;
- (c) To instruct the Funding Agent in the disbursement of benefits;
- (d) To make such rules and regulations as it may deem necessary to carry out the provisions of the of the Plan;
- (e) To employ, where necessary or desirable in the administration of the Plan, actuaries, attorneys, accountants and other individuals, who shall not be fiduciaries merely as a result of their employment hereunder, and to delegate to such individual such powers and responsibilities as it shall determine;
- (f) To determine, in accordance with uniform standards, any question arising in the administration, interpretation and application of the Plan, such determination to be conclusive and binding to the extent the same shall not be plainly inconsistent with the terms of the Plan or any applicable law;
- (g) To decide any disputes which may arise;
- (h) To give instructions and directions to the Funding Agent as necessary;
- (i) To designate, consistent with sound standards, the actuarial bases to be used for all actuarial calculations;
- (j) To keep record of all allocations and designations of fiduciary duties made in accordance with the provisions of this Article; and

- (k) The Retirement Board may adopt such administrative interpretations of the Plan as they consider necessary to carry out the intent and purposes of the Plan and to provide for effective administration thereof.

The Retirement Board may allocate some or all of its powers and responsibilities as Plan Administrator, as enumerated above, to such individuals, committees of individuals, firms or corporations as it shall determine, in which case such individuals, committees of individuals, firms or corporations shall be named fiduciaries. Such allocations shall be made in writing and shall name the entity to whom the allocation has been made and describe the fiduciary duties allocated to it.

13.03 Responsibilities of the Retirement Board.

The Retirement Board shall have the following powers and responsibilities with regard to the Plan, apart from any powers and responsibilities it shall have as Plan Administrator:

- (a) To appoint and change the Funding Agent;
- (b) To periodically review the performance of all entities to which the Retirement Board allocates or delegates responsibilities under this Section and under Section 13.02.
- (c) To appoint investment managers, financial advisors and actuaries.

13.04 Responsibilities of the Employer.

The Employer shall have the following powers and responsibilities with regard to the Plan:

- (a) To amend or terminate the Plan, subject to the terms and conditions of the applicable Bargaining Agreement or Other Employment Agreement; and
- (b) To determine the funding policy of the Plan.

13.05 Responsibilities of the Funding Agent.

The Funding Agent shall have the following powers and responsibilities:

- (a) To maintain custody of the Fund;
- (b) To manage and control the investment of the Fund subject to the separate appointment of an investment manager by the Retirement Board for the Fund;
- (c) To disburse benefits as instructed by the Plan Administrator or the Plan Administrator's agent;
- (d) To perform any other functions which are specifically allocated to it in its agreement with the Retirement Board.

13.06 Action of Retirement Board.

The Retirement Board shall, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan, and decisions of the Retirement Board shall be final and binding on all parties. Wherever, under these Rules and Regulations, the Retirement Board is given discretionary powers, the Retirement Board shall exercise such powers in a uniform and non-discriminatory manner.

13.07 Limitation of Responsibilities.

The responsibility of the Employer, Retirement Board, Plan Administrator, and Funding Agent, or any individuals, committees of individuals, firms or corporations, to which responsibilities are allocated under this Plan, or who are designated to perform fiduciary responsibilities, as provided herein, shall be limited to that expressly granted and neither the Employer, Retirement Board, Plan Administrator, and Funding Agent, nor any such individuals, committees of individuals, firms or corporations shall be responsible except for his, her, its or their own acts or omissions.

13.08 Finality of Plan Administrator's Determinations and Authority.

In exercising its powers and responsibilities as the Plan Administrator, the Retirement Board, or, when appropriate, the individuals, committees of individuals, firms or corporations to whom any power and responsibility is allocated under this Plan, shall have full and uncontrolled discretion to make any determination or decision and, when made, such determination and decision shall be final, conclusive and binding.

13.09 Appeals.

An Employee, Member or Designated Beneficiary dissatisfied with the decision of the Retirement Board may, within 60 days, appeal such decision in writing or request a hearing in person. The decision of the Retirement Board on such appeals shall be final.

13.10 Standards of Proof.

Every Employee, Member or Pensioner or Designated Beneficiary or anyone making a claim against the Retirement Plan on behalf of any of these individuals shall furnish, at the request of the Retirement Board, any information or proof required for the administration of the Plan or for the determination of any matter that the Retirement Board may have before them. Failure to furnish such information or proof promptly and in good faith shall be sufficient for the denial of benefits to such Member or the suspension or discontinuance of benefits to such Pensioner. The falsity of any statement material to an application or the furnishing of fraudulent information or proof shall be sufficient reason for the denial, suspension or discontinuance of benefits under the Plan; and in any such case, the Retirement Board shall have the right to recover any benefit payments made in reliance thereon.

ARTICLE 14

ALLOCATION OF ASSETS

- 14.01 Allocation of Assets.** In the event of termination of the Plan, each Member's Accrued Benefit, or in the event of the termination of the Plan with respect to a group of Members which constitutes a partial termination of the Plan, the Accrued Benefit of each Member affected by such partial termination, calculated as of the date of such event, shall become fully vested and nonforfeitable to the extent funded by Fund assets.
- 14.02 Impossibility of Diversion of Assets.** Notwithstanding anything in this Plan which might be construed to the contrary, it shall be impossible at any time prior to the satisfaction of all liabilities with respect to Members for any part of the corpus or income of the Fund to be used for, or diverted to, purposes other than for the purposes herein stated.
- 14.03 Permanent Discontinuance of Contributions.** In the event contributions hereto are permanently discontinued, the provisions of Section 14.01 shall apply as of the date of discontinuance.

ARTICLE 15

LIMITATION ON BENEFITS

15.01 Section 415 Limitations on Benefits.

The Plan shall comply with the limitations on benefits contained in Section 415 of the Code as it may be amended from time to time. The limitations as of the date of this amendment are set forth:

- (a) **Limitation of Benefits to Comply With Section 415.** Notwithstanding anything else herein to the contrary, the benefits payable under this Plan shall at all times comply with the provisions of Section 415 of the Code and the Treasury Regulations thereunder (as they apply to governmental plans), the terms of which are specifically incorporated herein by reference. Effective for limitation years beginning on or after July 1, 2007, and notwithstanding any Plan provisions to the contrary, in no event may the maximum annual retirement benefit payable to a Participant under the Plan and any other defined benefit plan of the Employer at any time within the limitation year exceed the limitations contained in Internal Revenue Code Section 415 (as amended from time to time, including, without limitation, P.L. 108-218, the Pension Funding Equity Act of 2004, P.L. 109-280, the Pension Protection Act of 2006, and P.L. 110-458, the Worker, Retiree and Employer Recovery Act of 2008) and the regulations and guidance issued thereunder, which are hereby incorporated by reference, including, without limitation, the definition of

compensation as set out therein. The term “compensation” for purposes of compliance with the limitations under Internal Revenue Code Section 415 shall include the following:

- (i) wages as reported for purposes of federal income tax on Form W-2;
- (ii) elective deferrals as defined in Section 402(g)(3) of the Internal Revenue Code and salary reduction contributions of the Participant not includible in gross income by reason of Section 125 (including amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify other health coverage) or Section 132(f) of the Internal Revenue Code; and
- (iii) compensation paid after severance from employment as set out in Treas. Reg. § 1.415(c)-2(e)(3).

ARTICLE 16

MISCELLANEOUS

16.01 Grammatical Construction.

In the construction of any or all provisions of the Plan, words used in the masculine include the feminine gender. Words used in the singular or plural shall be construed as if plural or singular, respectively, where they would so apply.

16.02 Titles.

Titles of articles and notes in margins are inserted for convenience and shall not affect the meaning or construction of the Plan.

16.03 Severability.

In the event that any provision(s) of this Plan shall be held illegal or invalid for any reason, illegality or invalidity shall not affect the remaining provisions of this Plan and the provision(s) held illegal or invalid shall be fully severable and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

16.04 Qualified Plan.

The Plan is intended to be "qualified" under Section 401(a) of the Code, and any associated trust is intended to comply with all provisions of the Code and the Employee Retirement

Income Security Act of 1974 relating to such plans and trusts. All questions shall be resolved to be consistent with such intent.

16.05 Governing Law.

The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of Connecticut.

16.06 No Right to Continued Employment.

Nothing in this Plan shall be construed as giving any Employee of the Employer the right to be retained in the Employers employ or the right to any payment whatsoever except to the extent of the benefits provided for in the Plan. The Employer expressly reserves the right to dismiss any Employee at any time without liability for the effect which such dismissal might have upon him as a Member in this Plan.

16.07 Facility of Payment.

If the Retirement Board shall receive evidence satisfactory to it that any person entitled to receive any benefit hereunder is, at the time when such benefit becomes payable, physically, mentally or legally incompetent to receive such benefit and to give a valid receipt thereof and that another individual or institution is then maintaining or has custody of such person and that no guardian, committee or other representative of the estate of such person shall have been duly appointed, the Retirement Board may cause payment of such benefit to such individual or institution maintaining or having the custody of such person, and the receipt of such individual or institution shall be a valid and complete discharge for the payment of such benefit. If a person dies before cashing any or all of the checks representing a payment or payments due under the Plan, such payment or payments of such uncashed amounts otherwise payable to such deceased person shall be cancelled and become void and payment of such uncashed amounts instead shall be paid by the Retirement Board as follows, in the following order of hierarchy until all of the uncashed amounts have been paid:

- (a) First, to the Member's Spouse, if then living;
- (b) If no Spouse is then living, then to the Member's children then living;
- (c) If no children are then living, then to the Member's parents, then living.
- (d) If no parents are then living, then to the Member's siblings, then living.
- (e) If no siblings are then living, then to the Member's estate.

16.08 Return of Employer Contributions Under Special Circumstances.

Any Employer contribution made under a mistake of fact may be returned to the Employer within one year of such contribution.

16.10 Plan maintained for Exclusive Benefits of Eligible Employees to Comply with IRC Section 401(a)(2).

The Plan is established and maintained for the exclusive benefit of the eligible employees of the Employer and their beneficiaries covered by the Plan, within the meaning of section 401(a)(2) of the Internal Revenue Code and Treas. Regulation 1.401-1(a)(2), as amended from time to time. Accordingly, except to the extent otherwise permitted by section 401(a)(2) of the Internal Revenue Code or §1.401-1(a)(2), the Plan is being maintained for the exclusive benefit of employees or their beneficiaries and that under any trust instrument in place for the Plan, it is impossible, at any time prior to the satisfaction of said trust liabilities, for any part of the principal or income of the trust to be used for, or diverted to, any purpose other than for the exclusive benefit of such employees and their beneficiaries.

16.11 Determination of Domestic Relations Order (Order) to Comply with Code Section 414(p)(11).

Except for payments pursuant to a domestic relations order within the meaning of Code Section 414(p)(11), such benefits shall not be assigned, commuted (except as may be provided herein), or anticipated, and shall be free from the claims of all creditors to the fullest extent permitted by law. A signed domestic relations order issued by a state court or agency that creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan shall be complied with once reviewed and processed by the Town and to the extent necessary, the Actuary, and to the extent that the terms satisfy the requirements of Code Section 414(p) and the Plan. An alternate payee is a spouse, former spouse, child or other dependent of a Member.

16.12 Use of IRS Compliance Programs.

Nothing in this Plan document should be construed to limit the availability of the IRS' voluntary compliance programs. An Employer may take whatever corrective actions are permitted under the IRS voluntary compliance programs, as is deemed appropriate by the Plan Administrator or Employer. The Plan will not be treated as individually designed if a closing agreement under the Audit Closing Agreement Program or a compliance statement under the Voluntary Correction Program has been issued with respect to the Plan with regard to the amendment.

16.13 Forfeiture of pensions pursuant to Connecticut General Statutes Chapter 11a: PENSION REVOCATION OR REDUCTION FOR PUBLIC OFFICIALS AND STATE OR MUNICIPAL EMPLOYEES.

Any pension benefit otherwise payable to a Member under the Plan shall in all cases be subject to the provisions of chapter 11a of the Connecticut General Statutes, as amended from time to time, including, but not limited to, (a) the revocation or reduction of such pension benefit to which the member is otherwise entitled to receive, in accordance with Section 1-110a of the Connecticut General Statutes, and (b) the suspension of payment of Accumulated Contributions to the Member or the application of such Accumulated

Contributions to satisfy a judgment or order by the court, in accordance with Section 110b of the Connecticut General Statutes.

16.14 Pensions of Members subject to Recoveries by Crime Victims under Connecticut Law.

Notwithstanding anything in Section 10.05 of the Plan, Connecticut General Statutes Section 52-321a(a), or Connecticut General Statutes Section 52-352b(13) to the contrary, a victim of a crime shall have the right to proceed under Connecticut General Statutes Section 52-361a to recover damages awarded by a court of competent jurisdiction from the Plan when such damages are the result of a crime committed by a participant or beneficiary of Plan, provided the rights of an alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, as from time to time amended, shall take precedence over any such recovery.

Signed this _____ day of _____, 2024, at Fairfield, Connecticut.

THE TOWN OF FAIRFIELD

By Its: _____

Schedule 2.01

Actuarial Equivalent

The actuarial factors of this Plan are as follows:

1. For the 100% Joint and Survivor option as described in Section 8.03(a)(1), the pension is determined using an adjustment factor equal to 79% less 0.9% for each year that the participant is older than the beneficiary, or plus 0.9% for each year that the participant is younger than the beneficiary. The adjustment factor may not exceed 99.7%.
2. For the 50% Joint and Survivor option as described in Section 8.03(a)(2), the pension is determined using an adjustment factor equal to 88.5% less 0.6% for each year that the participant is older than the beneficiary, or plus 0.6% for each year that the participant is younger than the beneficiary. The adjustment factor may not exceed 99.9%
3. For all other purposes, the pension is determined using an adjustment factor based on the 1994 GAR blended mortality table projected to 2002, with 50% male mortality and 50% female mortality, and a 6% interest rate.

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March 12, 2024 DRAFT

Schedule 2.02

**SUPPLEMENTAL RETIREMENT PLAN PROVISIONS
PURSUANT TO COLLECTIVE BARGAINING AGREEMENTS**

PREAMBLE

The Town of Fairfield (the “Town” is a party to ten collective bargaining agreements that provide for the provision of benefits under the Town of Fairfield Employees’ Retirement Plan (the “CBAs”). This document contains excerpts from the CBAs that modify the otherwise applicable provisions of the Town of Fairfield Charter with respect to the employees covered by the applicable CBA.

1. United Public Service Employees Union Fairfield Town Hall Employees, Unit #222
2. Communications Workers of America
3. Fairfield Association of Educational Office Professionals
4. Fairfield Educational Paraprofessionals Association, CSEA, SEIU Local 2001, CTW
5. Fairfield Custodians-Maintenance Local 1779 of the United Public Service Employees Union
6. Fairfield Professional and Technical Employees Association, Local 1303-366 of Council 4 AFSCME, AFL-CIO
7. Fairfield Public Health Nurses, Local 5045 of AFT Nurses and Health Professionals, AFT Connecticut, AFL-CIO
8. United Public Service Employees Union Fairfield Town Hall Public Works Employees, Unit # 454
9. Fairfield Public School Special Education Trainers, AFSCME Council 4
10. Fairfield Firefighters Local 1426, International Association of Firefighters

March 12, 2024 DRAFT

Exhibit 1

United Public Service Employees Union Fairfield Town Hall Employees, Unit #222

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE TOWN OF FAIRFIELD
AND
THE UNITED PUBLIC SERVICE EMPLOYEES UNION
(UPSEU)
UNIT #222
(THEA)

JULY 1, 2021—JUNE 30, 2025

March 12, 2024 DRAFT

ARTICLE XIII - PENSION PLAN

Section 13.01

A Pension Plan, as approved by the Representative Town Meeting of the Town is part of this Agreement.

Section 13.02

Effective July 1, 1970, the Pension Plan is amended to provide current pensioners or surviving beneficiaries an adjustment in their monthly benefit based on the percentage increase reflected in the use of the U.S. Consumer Price Index (1957-59 = 100 — all cities) from the month and year of the employee's retirement, or the month and year of the death of the employee, for the beneficiary, to March 1970. Such adjustment will include only those employees who were retired prior to July 1, 1969. The percentage increase shall be applied to the current monthly benefit and shall be reflected in July 1, 1970 benefit check.

Section 13.03

- a) Further review of the Consumer Price Index shall be made at two year intervals using index figures between March 1970 and March 1972 (and the same subsequent two year intervals of time) with the adjustment based on the percentage rise of the Consumer Price Index to be payable in the monthly benefit check of those retired employees and/or beneficiaries due those persons who retired prior to the July 1st of the preceding year, on July 1st 1972, and such succeeding two (2) year July 1st dates. Any increase reflected by the Index during those future review periods shall be limited to three percent (3%) per year and or a maximum of six percent (6%) in any two-year period.
- b) Effective July 1, 1988, the review of the Consumer Price Index shall be reformed and updated on a yearly basis. Any increase reflected in the Index during those future review periods shall be limited to three percent (3%) per year.

Section 13.04

Effective upon ratification of the July 1, 2013 — June 30, 2017 CBA, for those employees covered by this Agreement who are eligible for benefits under the Plan and who retire after this date, the high salary for determining benefits under the Plan shall mean that the average of the last twelve (12) months of employment of base salary and longevity (e.g. there shall be no off-set for workers' compensation leave).

Section 13.05

Effective July 1, 1974, for those employees covered by this Agreement who are eligible for benefits under this Plan and who retire after that date, the annual benefit will be equal to 1.25% of high annual salary up to a maximum of \$7,800, plus 2.3% of the high annual salary in excess of \$7,800, multiplied by their number of credited years of service with the Town.

Section 13.06

Effective July 1, 1978, the Plan will also provide for earned rights and benefits to those eligible under the system who fail to select options prior to their death while still in the employee of the Town.

Section 13.07

As of July 1, 1986, all employees hired prior to attaining age sixty (60) shall become members of the Town Employees Retirement Plan. Effective July 1, 2000, all employees covered by this Agreement, regardless of age, shall become members of the Town Employees' Retirement Plan. All employees

shall be entitled to retirement benefits after attaining ten (10) years of continuous membership in the Town Employees Retirement Plan.

Section 13.08

Effective July 1, 1987, those employees covered by this agreement shall become eligible for normal retirement benefits under the Plan, as described in Section 5 of this Article, if they retire after that date at the age of sixty-two (62) or older with at least ten (10) years of creditable service.

Section 13.09

Effective July 1st of 1989 the rate of contribution shall be four percent (4%) of the basic annual salary including longevity pay as set forth in APPENDIX A-C - WAGES.

March 12, 2024 DRAFT

Exhibit 2

Communications Workers of America

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF FAIRFIELD

AND

COMMUNICATIONS WORKERS OF AMERICA

JULY 1, 2019 TO JUNE 30, 2023

March 12, 2024 DRAFT

ARTICLE XVI - PENSION PLAN

Section 16.01

A Pension Plan, as approved by the Representative Town Meeting of the Town, is part of the Agreement.

Section 16.02

Except as otherwise provided in Section 16.12 for employees hired after July 1, 2012, employees covered by this Agreement who are eligible for benefits under this Plan, the annual benefit will be equal to 1.25% of high annual salary up to a maximum of \$7,800 plus 2.3% of the high annual salary in excess of \$7,800 multiplied by their number of credited years of service with the Town.

The high annual salary for determining benefits for eligible employees under the Plan shall mean their highest annual salary obtained in any year of employment including base annual salary (which shall be deemed to mean the employee's base hourly wage rate multiplied by 1,950) and longevity pay, if any, obtained.

Section 16.03

The rate of contribution shall be four percent (4%) of the base annual salary (which shall be deemed to mean the employee's base hourly wage rate multiplied by 1,950) including longevity pay, if any, as set forth in this Agreement.

Section 16.04

All employees hired prior to July 1, 2012 shall become members of the Town of Fairfield Employees' Retirement Plan.

Section 16.05

Employees covered by this Agreement shall become eligible for normal retirement benefits under the Plan as described in Section 16.02 of this Article at the age of sixty-two (62) or older with at least ten (10) years of credited service.

Section 16.06 - Early Retirement

Employees covered by this Agreement shall become eligible for early retirement benefits under the Plan at the age of fifty-five (55) or older with at least fifteen (15) years of continuous service with the Town under the "Early Retirement" benefit provision. Early retirement benefits shall be determined by computing the benefit to which the employee would be entitled if he or she were sixty-two (62) and reducing that amount by 5/9 of 1% for each month the employee is younger than age 62.

Section 16.07

The Plan will also provide for the earned rights benefits to those eligible under the system who fail to select options prior to their death while still in the employ of the Town.

Section 16.08

A cost of living adjustment based on movement in the Consumer Price Index shall be made for retirees in accordance with Plan regulations. Any increase reflected by a change in the Index shall be limited to a maximum of three percent (3%) per year.

March 12, 2024 DRAFT

Exhibit 3

Fairfield Association of Educational Office Professionals

**FAIRFIELD ASSOCIATION OF
EDUCATIONAL OFFICE PROFESSIONALS**



**FAIRFIELD
PUBLIC SCHOOLS**

July 1, 2020 to June 30, 2023

ARTICLE VI - PENSION PLAN

- A. All bargaining unit members hired prior to attaining age 60 shall become members of the Town of Fairfield Employee Retirement Plan. All employees shall be entitled to retirement benefits after attaining ten (10) years of continuous membership in the Plan. Effective July 1, 1991, those employees covered by this agreement shall become eligible for normal retirement benefits under the Plan if they retire after that date at the age of sixty-two (62) or older.

Effective July 1, 2007, a member eligible for Normal Retirement shall receive an annual benefit equal to 2.275% of the Member's Highest Salary, multiplied by years of creditable service. Highest salary shall mean the highest final base salary paid (including longevity pay) to a Member during the years of active employment. Such salary shall not include compensation for overtime, bonuses, travel or maintenance allowances or other similar benefits.

Effective July 1, 2008, member's contributions as set forth in Section 2.5 of the Town Retirement Program shall be 4% of the employee's current base salary paid (including longevity pay.)

March 12, 2024 DRAFT

Exhibit 4

Fairfield Educational Paraprofessionals Association

CSEA, SEIU Local 2001, CTW

**AGREEMENT
BETWEEN
FAIRFIELD BOARD OF EDUCATION
AND
FAIRFIELD EDUCATIONAL PARAEDUCATOR UNION**

CSEA, SEIU LOCAL 2001, CTW

FOR THE PERIOD

JULY 1, 2021 TO JUNE 30, 2024

ARTICLE XVII

PENSION PROGRAM

The employer agrees to maintain in effect for the duration of this Agreement the Town of Fairfield Employee Retirement System dated April 27, 1987, and the Rules and Regulations of said system adopted October 6, 1987, effective January 1, 1987, and its "1988 Edition".

Pursuant to Section 2.5 of the Town Employee Retirement System Pension Plan, employees annual contribution shall be 2% of the first \$7,800 earned, and 5% of annual earning in excess of \$7,800.

March 12, 2024 DRAFT

Exhibit 5

Fairfield Custodians-Maintenance -- Local 1779 of the United Public Service Employees Union

AGREEMENT

BETWEEN

BOARD OF EDUCATION, TOWN OF FAIRFIELD

AND

FAIRFIELD CUSTODIANS-MAINTENANCE

OF

THE UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 1779

July 1, 2022 – June 30, 2025



**FAIRFIELD
PUBLIC SCHOOLS**

5. **Retirement**

Section 1:

- a. The high salary for determining benefits under the present pension plan shall mean their highest annual salary obtained in any year of their employment. For those employees covered by this agreement who are eligible for benefits under the Plan, the annual benefit will be equal to 1.25% of their high annual salary up to a maximum of \$7800, plus 2.30% of that high salary in excess of \$7800, multiplied by their number of credited years of service with the Town.
- b. There shall be an adjustment in the monthly retirement benefit based on the percentage increase in the Consumer Price Index (CPI; 1967 = 100; Urban Wage Earners) for the previous (12) month period. Further review of the CPI shall be made at two (2) year intervals beginning 1 July 1988 and the adjustment will be based on the percentage increase in the same index reflected between March, 1967 and March 1988 and thereafter, between the March index each year. Any increase reflected by the Index during review periods shall be limited to three (3%) percent per year and/or a maximum of six (6%) percent per in any two (2) year review period.

An employee with at least ten (10) years of continuous service is eligible for vested rights provided that he or she has attained the age of 62.

- c. Employees covered by this agreement with at least 10 years of continuous service and age 62, shall become eligible for normal retirement benefits under the Plan.
- d. Employees hired after they had attained the age of fifty (50) years but prior to attaining the age of sixty (60) who are not members of the Retirement Plan may join said plan. They shall notify the administrators of the Plan of their intention to join the Plan on or before 31 December 1987 and shall complete contributions as would have been made had they joined the plan when they became employees of the Town; said payments to be completed prior to 30 June 1989, the employee's death or retirement, whichever occurs first. No employee or his beneficiary shall be eligible for retirement benefits unless payments have been completed as called for herein.

March 12, 2024 DRAFT

Exhibit 6

Fairfield Professional and Technical Employees Association,
Local 1303-366 of Council #4 AFSCME, AFL-CIO

FAIRFIELD PROFESSIONAL AND TECHNICAL EMPLOYEES

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE TOWN OF FAIRFIELD

And

**THE FAIRFIELD PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION
LOCAL 1303-366 OF COUNCIL 4 AFSCME, AFL-CIO**

EFFECTIVE 7/1/20-6/30/23

March 12, 2024 DRAFT

ARTICLE 19 - PENSION PLAN

A Pension Plan as approved by the Representative Town Meeting of the Town is part of this Agreement.

Section 1

Effective July 1, 1986, Normal Retirement is reduced from age 65 and 15 years of continuous service to age 62 and 10 years of continuous service and the penalty for retiring between age 62 and 65 is eliminated. As of July 1, 1986, all employees hired prior to attaining age 60 shall become members of the Retirement Plan. Effective July 1, 2000 all new employees covered by this Agreement, regardless of age, shall become members of the Town Employees Retirement Plan. Those employees currently not members of the Plan and hired after age 50, shall have the option of joining said Plan and making the required contribution as would have been made for each year of their employment. The Plan will also provide for the earned rights benefits to those eligible under the system who fail to select options prior to their death while still in the employ of the Town.

Section 2

Effective July 1, 1988, existing personnel shall have the right to purchase military service time equal to the amount of time served on active duty in the Armed Forces of the United States, but limited to a maximum of four years of such service, by paying for such service time at the rate equal to five percent of such employee's annual starting salary at the date of hire. Said election shall be made by existing employees before December 31, 1989 and shall be fully paid for by June 30, 1991. Employees hired subsequent to the date of this Agreement shall indicate their election to purchase such military time on or before the second anniversary date of their hire and must complete payment of such credit on or before the tenth anniversary date of their hire.

Section 3

The cost of living adjustment to Pension shall be made annually.

Section 4

The rate of employee contribution for pension shall be four percent (4 %) of the basic annual salary including longevity pay.

Section 5

Effective July 1, 2000, eligible dependents of deceased employees who retire under the Town of Fairfield Employees' Retirement System shall continue to be covered by the Health Benefit provisions as listed in Article 11, Section 2, with no premium costs to the eligible dependent(s). Such coverage shall be changed to a Medicare Carve-Out upon reaching age 65. The cost of Medicare Part B shall be paid by the dependent. Coverage shall cease if the eligible dependent remarries or when the dependent dies.

Section 6

The Town shall establish a Section 414(h) Plan in accordance with the Internal Revenue Code. The effective date will not be earlier than January 1, 2001, provided approval is received by that time.

Section 7

Effective February 22, 2006, the definition for the highest salary (including base pay and longevity pay) shall be defined as the highest salary earned over the period of twelve consecutive months paid to a member during their years of active employment. Such salary shall not include compensation for overtime, bonuses, travel or maintenance allowances or other similar benefits.

Section 8

Effective February 22, 2006, a Member eligible for Normal Retirement shall receive an annual benefit equal to 2.275% of the Member's Highest Salary multiplied by years of creditable service.

March 12, 2024 DRAFT

Exhibit 7

Fairfield Public Health Nurses, Local 5045 of AFT Nurses and Health Professionals AFT
CT, AFL-CIO

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE TOWN OF FAIRFIELD

- and -

FAIRFIELD PUBLIC HEALTH NURSES

**UNIT #34 OF AFT NURSES AND HEALTH PROFESSIONALS,
AFT CONNECTICUT, AFL-CIO**

JULY 1, 2020 – JULY 1, 2024

ARTICLE XV - RETIREMENT PLAN

Section 15.01 – Retirement Plans

a) **Town of Fairfield Employees' Retirement System (Defined Benefit Pension Plan)**

Eligible employees participate in the Town of Fairfield Employees' Retirement System ("Defined Benefit Pension Plan").

To be eligible, employees must have been hired on or before March 10, 2013 and must have been enrolled in the Defined Benefit Pension Plan as of June 30, 2021. The Defined Benefit Pension Plan is closed to all employees hired on or after March 11, 2013 and to all employees who were not enrolled in the plan as of June 30, 2021.

Participation and benefits are subject to the terms and conditions of the Defined Benefit Pension Plan. Information concerning plan participation, benefits, rules and requirements is available from the Human Resources Department.

Employees in the Defined Benefit Pension Plan shall have vested deferred rights to a retirement benefit after ten (10) years of service. Normal age of retirement shall be age 62.

Employees in the Defined Benefit Pension Plan shall give the Nursing Supervisor at least one (1) month's notice prior to retirement.

March 12, 2024 DRAFT

Exhibit 8

Fairfield Town Hall Public Works Employees
United Public Service Employees Union, Unit # 454

PUBLIC WORKS

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE TOWN OF FAIRFIELD

AND

THE UNITED PUBLIC SERVICE EMPLOYEES

UNION-UNIT #454

JULY 1, 2020 - JUNE 30, 2024

ARTICLE XII - RETIREMENT PLAN

Section 12.01

The Town of Fairfield Employees' Retirement System, as approved by the Representative Town Meeting (RTM) of the Town, is a part of this Agreement.

Section 12.02

Except as otherwise provided in Section 12.07 below, all employees hired prior to September 9, 2013 shall remain members of the Town of Fairfield Employees' Retirement Plan. The definition for the highest salary (including base pay and longevity pay) shall be defined as the average highest salary earned over the period of two consecutive years divided by two paid to a member during their years of active employment. The annual benefit will be equal to 2.2% of the average salary multiplied by their number of credited years of service with the Town. Employees shall become eligible for normal retirement benefits at the age of fifty-nine and one-half (59 1/2) or older with at least 10 years of service. Employees shall become eligible for "Early Retirement" benefits at the age of fifty-five (55) or older with at least fifteen (15) years of creditable service. The early retirement benefit will be determined by computing the benefit to which the employee would be entitled if the employee were fifty-nine and one half (59 1/2) and reducing that amount by 5/9 of 1% for each month the employee is younger than age 59 1/2.

Section 12.03 - Military Buy-Back

Any employee who has had prior active duty service with the United States military shall be eligible to include said prior US military service as service for the purpose of calculating the pensions herein provided that:

- a. Existing employees shall have the right to purchase military service time equal to the amount of time served on active duty in the Armed Forces of the United States but limited to a maximum of four (4) years of such service by having such service time at the rate equal to five (5) percent of such employee's annual salary at the date of hire.
- b. Employees when hired shall indicate their election to purchase such military time on or before the second anniversary date of their hire and must complete the payment of such credit on or before the tenth (10th) anniversary date of their hire.

Section 12.04 - Contribution Rate

The rate of employee contribution shall be four percent (4%) of the basic annual salary including longevity pay as set forth the Appendix A-B - Wages.

Section 12.05 - Cost of Living Adjustment

A review of the Consumer Price index (CPI) shall be done on an annual basis. The review will use index figures on a March over March basis payable the following July 1. Any increase in the Index during those future review periods shall be the percentage increase up to a maximum of three percent (3%) in any one year. To be eligible for a Cost of Living Adjustment an employee must have retired prior to April 1 of the previous year.

March 12, 2024 DRAFT

Exhibit 9

Fairfield Public Schools Special Education Trainers
AFSCME Council 4

COLLECTIVE BARGAINING NEGOTIATIONS

BETWEEN

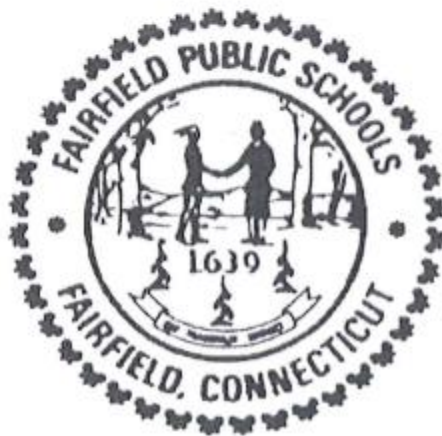
FAIRFIELD BOARD OF EDUCATION

AND

FAIRFIELD PUBLIC SCHOOLS
SPECIAL EDUCATION TRAINERS

AFSCME COUNCIL 4

July 1, 2019- June 30, 2022



ARTICLE IX - PENSION PROGRAM

Full-time bargaining unit employees shall be eligible to participate in the Town of Fairfield Employees Retirement System Pension Plan, consistent with its terms and qualifications.

Pursuant to Section 2.5 of the Town Employee Retirement System Pension Plan, employees annual contribution shall be 2% of the first \$7800 earned, and 5% of annual earnings in excess of \$7800.

All employees hired after implementation date of this Collective Bargaining Agreement shall participate in a 401(a) type pension plan with no eligibility or vesting rights in the Town's existing Pension System. The employee shall be required to contribute at least four percent (4%) of base salary to the Plan and may contribute up to the maximum allowed by law. The Town shall match the employee's contribution up to a maximum of four percent (4%) of base salary. The Town's contribution shall [not] vest until the employee has been continuously employed five (5) years.

March 12, 2024 DRAFT

Exhibit 10

Fire Master Mechanic and Master Mechanic

Covered by the

FIREFIGHTERS

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE TOWN OF FAIRFIELD

AND

LOCAL 1426

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

JULY 1, 2017 - JUNE 30, 2021

March 12, 2024 DRAFT

Fairfield Firefighters
Local 1426, International Association of Firefighters

ARTICLE XXX - PENSIONS

Section 7

The Fire Master Mechanic and the Fire Mechanic shall be members of the Town of Fairfield Employee's Retirement System. The defined benefit formula for determining the retirement benefits for them includes using the high salary which means the highest salary obtained in one year of their employment including base salary and longevity pay obtained. The annual benefit will be equal to 1.25% of high annual salary up to a maximum of \$7800 plus 2.3% of the high salary in excess of \$7800 multiplied by their number of credited years of service with the Town. Employees shall become eligible for normal retirement benefits at the age of sixty-two (62) or older with at least ten (10) years of creditable service. Employees shall become eligible for "Early Retirement" benefits at the age of fifty-five (55) or older with at least fifteen (15) years of creditable service. The early retirement benefit will be determined by computing the benefit to which the employee would be entitled if the employee were sixty-two (62) and reducing that amount by 5/9 of 1% for each month the employee is younger than age 62.

The contribution rate shall be four (4) percent of the basic annual salary including longevity pay.

Below please find comparison of the [March 12, 2024 draft of the Rules and Regulations of the Town of Fairfield Employees' Retirement Plan \("Plan"\)](#) as compared to the 1987 document ["The Retirement Program for the Employees of the Town of Fairfield"](#). It is recommended to have both documents available during your review.

Restated Document	1987 Document	Comment
Preamble		New language including legislative updates
Article 1		Provisions supplemented by the Code of the Town of Fairfield and Collective Bargaining Agreements
2.01	1.5	
2.02		Newly defined term
2.03		Newly defined term
2.04	1.7	
2.05	1.8	
2.06		Newly defined term
2.07		Newly defined term
2.08		Newly defined term
2.09		Newly defined term
2.10	1.6	Enhanced definition
2.11		Newly defined term
2.12		Newly defined term
2.13		Newly defined term
2.14	1.1	Enhanced definition
2.15		Newly defined term
2.16		Newly defined term
2.17		Newly defined term
2.18	1.4	Enhanced definition
2.19		Newly defined term
2.20	1.2	Revised definition
2.21		Newly defined term
2.22		Newly defined term
2.23	1.3	
2.24		Newly defined term
2.25		Newly defined term
2.26	1.10	Enhanced definition
2.27		Newly defined term
2.28		Newly defined term including definitions per IRC
2.29		Newly defined term
2.30		Newly defined term
2.31		Newly defined term
3.01		New language as the plan was closed to new hires per Town Code (except Fire Mechanic and Master Mechanic) after 1987
3.02		New language relevant to transfers after plan closure
3.03		New language – legal update

3.04		New language to clarify process
4.01 – 4.02		New language
4.03	2.5	Enhanced language
4.04		New language – plan was “picked up” after 1987
4.05		New language
5.01(a)	2.6(b)	Clarifying language
5.01(b)	2.6(a)	Clarifying language
6.01(a)	2.6(c)	Clarifying language
6.01(b)	2.6(a)	Clarifying language
6.01(c)	2.6(b)	Clarifying language
6.02	3.8	Clarifying language
6.03	3.9	Clarifying language now that the plan is closed (except Fire Mechanic and Master Mechanic)
7.01(a)	3.4(a)	
7.01(b)	3.4(b)	
7.02(a)	3.1(a)	
7.02(b)	3.1(b)	
7.03(a)	3.2(a)	Clarifying language
7.03(b)	3.2(b)	Clarifying language
7.04(a)	3.3(a)	
7.04(a)1	3.3(a)1	
7.04(a)2	3.3(a)2	
7.04(b)	3.3(b)	Clarifying language
7.04(c)	3.3(c)	Clarifying language
7.05	3.5	Clarifying language
7.06	3.10	Clarification of 1987 language incorporating language from question 22 of the FAQ booklet
7.07		New language per IRC
7.08		Language added due to plan closure
8.01		New language
8.02	3.6	
8.03	3.7	
8.04		Clarification of language from #27 of FAQ booklet including legal requirements
8.05		FAQ question 11
8.06	3.11	Clarifying language
9.01 (a) & (b)	4.1 (a) & (b)	
9.01(c)		New language
9.02(a)	4.2(a)	Enhanced language
9.02(b)	4.2(b)	Enhanced language
9.03	5.6	Changed from “estate” to a hierarchy of surviving relations to be in-line with best practices
9.04		New language to clarify practice
10.01	5.2	
10.02	5.1	

10.03	5.5	Change from three months to 30 days' notice to be in line with current practice
10.04(a)	5.8	
10.04(b)		New language – statute
10.05	5.9	
10.16		New language - IRC
11.01	6.1	
11.02		New Language
12.01	6.2	
12.02 - 13.01		New Language
13.02	6.3	Clarifying language added
13.03 – 13.08		New Language
13.09	6.4	
13.10 – 14.03		New Language
15.01		New language - IRC
16.01 – 16.14		New language
Schedule 2.01		Provided by the actuarial team and added for clarity
Schedule 2.02		Adding CBA language directly into the Plan Document

20 YEAR

A RESOLUTION APPROPRIATING \$5,750,000 FOR COSTS ASSOCIATED WITH PLANNING, DESIGN AND CONSTRUCTION RELATED TO THE ROOSTER RIVER FLOOD MITIGATION PROJECT, AUTHORIZING GRANTS TO FINANCE \$2,500,000 OF SUCH APPROPRIATION, AUTHORIZING COST SHARE REIMBURSEMENTS TO FINANCE \$750,000 OF SUCH APPROPRIATION AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE THE REMAINING PORTION OF SUCH APPROPRIATION

WHEREAS, the Town of Fairfield, Connecticut (the “Town”) seeks to appropriate \$5,750,000 (the “Appropriation”) for the costs associated with the Rooster River Flood Mitigation project; and

WHEREAS, the Appropriation shall be funded by several sources including: 1) grant funds in the amount of \$2,500,000 from the State of Connecticut (the “State”) Department of Energy and Environmental Protection Urban Act Grant program (the “Grant”), 2) cost share reimbursements (the “Reimbursements”) in the maximum amount of \$750,000 from the City of Bridgeport (the “City”) as a result of a Memorandum of Understanding by and between the Town and the City (the “MOU”) concerning the Rooster River Flood Mitigation project; and 3) \$2,500,000 in bonds issued by the Town (the “Bonds”); and

WHEREAS, the Town seeks to authorize the Appropriation, to authorize and accept the Grant and the Reimbursements and to authorize the issuance of the Bonds; and

NOW, THEREFORE, IT IS HEREBY, RESOLVED:

1. As recommended by the Board of Selectmen and the Board of Finance, the Town of Fairfield appropriates Five Million Seven Hundred Fifty Thousand and 00/100 (\$5,750,000) Dollars to fund costs associated with the Rooster River Flood Mitigation project such costs to include, but not be limited to, planning, studies, design, cost estimates, land acquisition, construction, developing mitigation components at various locations including, but not limited to, Tunxis Hill Park, Villa Avenue Parcel, and Fairfield Wheeler Golf Course, and cleaning the Rooster River floodway, including all alterations, repairs and improvements in connection therewith, as well as, all administrative, financing, legal, contingency and other soft costs related thereto (the “Project”).
2. The First Selectman is hereby authorized and directed to negotiate and accept the terms of the Grant from the State in the amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000), as previously approved by the Town boards. The First Selectman is also hereby authorized to enter into, on behalf of the Town, agreements for the Grant or other document memorializing the terms of the Grant and to take all action necessary or reasonably required to carry out, give effect and consummate such Grant

including executing on behalf of the Town such documents, agreements, contracts and certificates as deemed to be necessary or advisable by the First Selectman.

3. The Town is hereby authorized to accept the Reimbursements from the City in accordance with the MOU in the maximum amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000). The First Selectman is hereby authorized to enter into, on behalf of the Town, any agreements for the Reimbursements and to take all action necessary or reasonably required to carry out, give effect and consummate receipt of such Reimbursements including executing on behalf of the Town such documents, agreements, contracts and certificates as deemed to be necessary or advisable by the First Selectman.
4. As recommended by the Board of Finance and the Board of Selectmen, the Town shall borrow a sum not to exceed Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000) and issue bonds 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 portion of the appropriation for the Project not paid for by the Grants or Reimbursements.
5. The Board of Selectmen, the Treasurer and the Chief 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 provisions 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, as amended (the "Statutes") including Chapter 748 (Registered Public Obligations Act), 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.

6. The First Selectman and Treasurer or Chief 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.
7. The First Selectman and Treasurer or Chief Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
8. The bonds may be designated "Public Improvement Bonds of the Town of Fairfield," 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 issuance or as otherwise provided by statute. 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.
9. The Committee is further authorized to make temporary borrowings as authorized by the 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 or in anticipation of the receipt of the Grants. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or the Chief 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 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.

10. 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.
11. The First Selectman, the Chief 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.
12. 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 Statutes and the laws of the United States.
13. The First Selectman or other proper Town official is authorized to apply for and accept any available State or Federal grant, in addition to the Grant as defined in paragraph 2 herein, in aid of the financing of the Project, and to take all action necessary and proper in connection therewith. Any such grants or contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolution and, except for the Grant and the Reimbursements, shall reduce the amount of the Bonds that can be issued pursuant to this resolution. Any grants and contributions received after the issuance of the Bonds, except for the Grant and the Reimbursements, shall be applied to pay the principal on the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax-exempt status of the Bonds or the Town's receipt of such grant or contribution.

MessageSlips

Printed on: 07/05/22

Date	Time	To	From	Name & Matter	Phone
07/03/22	2:58p	JMA	JTB	TOF.CONSERVATION Assignment remind me to take with me when I go to town hall on Tuesday JMA> We rec'd a letter from the City of Bridgeport with JMA> 2 signed copies of the MOU and Property Access JMA> Agreement. Asked to have Fairfield execute and JMA> return 1 copy to Atty Michael Jankovsky's JMA> attention. JMA> Saved in TOF>Conservation>Rooster River>Fairchild JMA> Wheeler Detention Project. I will leave it on the JMA> cart by Debbie's desk.	

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

999 Broad Street

Bridgeport, CT 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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Deborah M. Garskof
Michael C. Jankovsky
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John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



Telephone (203) 576-7647
Facsimile (203) 576-8252

June 27, 2022

James T. Baldwin, Esq.
Town Attorney
Coles, Baldwin, Kaiser
& Creager, LLC
1 Elliot Place
Third Floor
Fairfield, CT 06824

Re: Rooster River Work

Dear Attorney Baldwin:

Enclosed please find two (2) signed copies each of the Memorandum of Understanding ("MOU") and Property Access Agreement. Please have Fairfield execute and return one complete copy of each to my attention.

Very truly yours,

Michael C. Jankovsky
Associate City Attorney

Enclosures

MCJ:kr

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF BRIDGEPORT AND TOWN OF FAIRFIELD
CONCERNING
THE ROOSTER RIVER WATERSHED PROJECT

This is an Agreement between the City of Bridgeport and the Town of Fairfield for the purpose of reducing flooding from the Rooster River Watershed through the design and construction of floodwater detention areas and water containment areas to reduce the frequency and severity of flooding along the Rooster River ("the Project").

WHEREFORE, in or about 2018, Fairfield engaged the firm Milone and McBroom, subsequently known as SLR, (the "Engineering Consultant"), to evaluate the feasibility of creating floodwater storage/detention areas on open sites within the Rooster River Watershed. Seven sites were identified, including property owned by Bridgeport and known as the Fairchild Wheeler Golf Course, located within the town of Fairfield at 2390 Easton Turnpike. The Engineering Consultant proposed three potential areas within the Golf Course for the construction of a detention area.

WHEREFORE, Bridgeport and Fairfield agree that it is mutually beneficial and in the best interests of each municipality to continue the engagement of the Engineering Consultant to develop the flood mitigation concepts on Bridgeport's property, perform any additional engineering analysis and advance the flood mitigation plans specifically as it relates to Bridgeport's property.

NOW THEREFORE, the Parties hereby clearly and specifically identify the roles and responsibilities of Bridgeport and Fairfield as they relate to design and construction of detention areas pursuant to a Plan for Flood Mitigation within the Rooster River Watershed on property owned by Bridgeport, specifically the property known as the Fairchild Wheeler Golf Course, as follows:

1. Fairfield shall remain solely responsible for payment of the Engineering Consultant's fees and costs.
2. Fairfield shall instruct the Engineering Consultant to invoice work solely pertaining to Fairfield Wheeler Golf Course separately and to deliver the invoices to Bridgeport.
3. Bridgeport shall pay to Fairfield the amount invoiced by the Engineering Consultant that solely pertains to work completed for Fairchild Wheeler Golf Course.
4. Fairfield shall procure through a competitive public bid process, compliant with the requirements of the American Rescue Plan Act ("ARPA"), construction

services for the entire project and enter into contract(s) for the Project including the work on Fairchild Wheeler Golf Course. Fairfield shall be responsible for payment of all services rendered and materials provided thereunder.

5. Fairfield shall ensure that Bridgeport is identified in all contracts as a third-party beneficiary and as an additional insured for all construction services and restoration work that impact Fairchild Wheeler Golf Course.
6. The construction contract(s) entered into by Fairfield shall require the contractor to separately invoice services and materials provided to Fairchild Wheeler Golf Course, which invoices shall be provided to Bridgeport. To the extent necessary, Fairfield shall seek appropriate change orders or amendments to its contract, to comply with the terms of this Agreement at its sole cost.
7. Solely with regard to construction services and materials provided at Fairchild Wheeler Golf Course, Bridgeport shall reimburse Fairfield for those services and materials delivered and invoiced.
8. Bridgeport's financial responsibilities and contribution ("Contribution") for the entire project, including but not limited to consulting engineering services, materials, and construction services, shall be limited to the aggregate and total sum of Seven Hundred and Fifty Thousand (\$750,000) Dollars. Bridgeport's Contribution shall be paid pursuant to an allocation approved within Bridgeport's federal ARPA funds. As to all Project expenses relating to Fairchild Wheeler Golf Course over the aggregate \$750,000, Fairfield shall be solely responsible and shall indemnify and hold Bridgeport harmless for any costs or expenses above its \$750,000 contribution.
9. Fairfield and Bridgeport shall work cooperatively on the Project, and Bridgeport shall not unreasonably withhold access to contractors related to the Project services.
10. This MOU shall be effective upon the date of the last signature of the authorized officials below and shall remain in effect until December 31, 2025, unless otherwise terminated.
11. It is understood that Fairfield has a budget of at least \$2 million approved for this project. It is understood that Bridgeport has an absolute budget maximum of \$750,000 approved for the Bridgeport portion of the Project.
12. Retention: All records must be retained in accordance with applicable federal, state, local and municipal laws, rules and regulations.
13. Compliance with General Statutes §7-339c:

- a. Any amendment to, termination of, or withdrawal from this MOU shall be mutual, in writing and signed by the Parties
 - b. This MOU shall have no effect unless and until the legislative bodies of each municipality ratify the same after an opportunity for public comment.
14. The Within MOU may be countersigned and each signatory represents to the other authority to execute the same.
15. After the Project has been completed, Bridgeport shall be responsible for cleaning and routine maintenance of exterior, easily accessible detention area structures (not pipes) on golf course property. Both municipalities shall equally share the cost of repairs, improvements and more extensive maintenance/cleaning (pipes) of the detention system on the golf course property. Bridgeport shall not be responsible for maintenance, repair or improvement costs related to items and areas of the detention system that are not located on the Fairchild Wheeler Golf Course property.

AGREED and ACCEPTED:

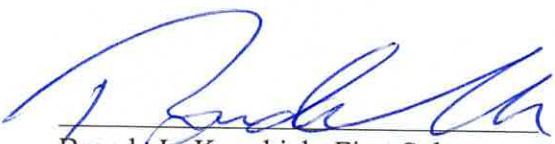
CITY OF BRIDGEPORT



Joseph P. Ganim, Mayor
Or his designee

Dated: 6/23/22

TOWN OF FAIRFIELD



Brenda L. Kupchick, First Selectman
Or her designee

Dated: 7-5-22

Rooster River Detention: - Bonding request for \$2.5M

1. **Background** –The proposed primary sites provide detention along the Rooster River watershed that would provide some relief for property and homeowners within the watershed. The primary sites are Tunxis Hill Park, Villa Avenue Parcel, Fairchild Wheeler Golf Course and the cleaning of the Rooster River floodway between Brooklawn Parkway and Kings Highway East/North Avenue. Town’s consultant is still investigating potential improvements at Owen Fish Park and Melville Park with only minor improvements proposed so far.
2. **Purpose and Justification** – The purpose of the project is to address many neighborhood complaints and reduce flooding potential within the Rooster River watershed. In most cases, holding back storm water runoff through detention reduces the flow rate and reduces the amount of flooding for areas downstream that should benefit most property and homeowners. These construction improvements should reduce the amount of flooding, reduce the frequency of flooding, reduce property damage, improve access, and in improve water quality.
3. **Detailed Description of Proposal** – The Rooster River Mitigation Project aims to alleviate flooding in the Rooster River watershed, benefiting property, residents, and the overall town. This project may include functions such as design, construction, potential land purchases, sediment removal, green infrastructure, testing and other related project items. Key items in the overall long term project may also include developing mitigation components at Tunxis Hill Park, Villa Avenue Parcel, and Fairchild Wheeler Golf Course, and soil removal along the Rooster River and tributaries. This project involves complex planning and design due to the coordination required with multiple stakeholders and regulatory bodies. The initiative will reduce storm water runoff, minimize flooding, protect property, and improve water quality and accessibility. Funding is requested for the initial portions, which will establish the foundation for future enhancements and collaborations, bolstering Fairfield’s resilience and environmental stewardship.
4. **Reliability of Cost Estimate** – Based on the latest information available these construction costs are estimated by the Consultants and the Engineering Department at \$ 5,750,000. . The consultants will provide Bid documents and detailed opinion of probable construction cost when complete details of permit approvals are sent to the Town.
5. **Increased Efficiency or Productivity** – Construction will allow for a better hydrologic conditions, reduced flooding potential and water quality. , Project will allow the public and commerce improvements regarding safer and more efficient access to and from their homes, businesses and destination points during certain storms.
6. **Additional Long Range Costs** –There will be some minor increased long range costs associated with the project request as detention areas will require general maintenance such as debris cleaning, with berms/dikes seeded and performing periodic inspections. The additional drainage structures would require some maintenance after installation. Based on agreement with Bridgeport most pipes and drainage outlet structures have a service life of 30 to 80 years.
7. **Additional Use or Demand on Existing Facilities** – Assuming construction, any bypass pipes or detention areas may reduce current demands on existing systems. Any new drainage systems would require additional maintenance and inspection but within typical DPW workload duties.
8. **Alternatives to this Request** –The Do nothing option does nothing to improve any additional anticipated flooding in the future, will increase resident and homeowner frustration and could result

in more damage and potential abandonment of properties. Phasing of construction projects could be an option pending Town Officials and public comment during public meetings. Town is also seeking additional participation from Bridgeport and Trumbull through funding mechanisms, construction support or other improvement projects within the watershed.

9. Safety and Loss Control – This project will allow the public and commerce safer and more efficient access to and from their homes, businesses and destination points during certain storms. Reducing flooding that causes property damage and poor roadway conditions.

10. Environmental Considerations – The Town has acquired CTDEEP permit, Inland Wetland permits and is expecting USACE permit approval by July 2024.

11. Insurance – The awarded Contractor will be required to carry the necessary insurance prescribed by the Purchasing Department.

12. Financing: The Bonding request is for \$ 2,500,000.

Detention area Construction Cost:	\$5, 000,000
Construction Administration, additional Survey and part Time Inspection Cost: -	\$ 250,000
Contingency	\$ 500,000
Total	\$ 5,750,000
<hr/>	
CT Urban Act Grant:	\$ 2,500,000
City of Bridgeport MOU	\$ 750,000
Bonding	\$ 2,500,000
Total	\$ 5,750,000

13. Other Considerations: Solving flooding issues require balancing impacts. Simply increasing pipe sizes may help one neighborhood while causing severe impacts to another neighborhood downstream. Providing detention usually reduces flooding potential and improves the situation for neighborhoods downstream by holding back runoff and releasing it at a slower delayed flow. Unfortunately some homes were been built on top of former ponds, streams, natural low points, or within floodplains before regulations were established. For these areas, flooding improvements are extremely difficult to address, however the severity of the flooding should be lessened. The Town will continue to work with Bridgeport, Trumbull and MetroCOG in applying for any potential grants or working together to address this multi-municipal problem. Also note, proposed locations are specific to Fairfield with exception of Fairchild Wheeler Golf Course. Bridgeport has a few detention area improvements they have been working on such as increasing storage at Ox Brook Pond (dam repair) at Elton Rogers Park and Svihra Park. The Town will continue to work cooperatively with Bridgeport using the debris removal project and tri party agreement with the City and Mt. Laurel cemetery and the Town as an example.

14. Other Approvals:

Board of Selectman	-	June 4, 2024
Board of Finance	-	June 4, 2024
RTM	-	June 24 , 2024

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.
- (1)
☒ ORIGINAL
☐ AMENDMENT

(2) IDENTIFICATION #s.
P.S. 2024-011
P.O. 75545

CONTRACTOR	(3) CONTRACTOR NAME Town of Fairfield		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 725 Old Post Road, Fairfield, CT. 06824		CONTRACTOR FEIN/SSN 06-6009803
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Central Services, 79 Elm Street, Hartford, CT 06106-5127		(6) Dept No. DEP43000
CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) Execution + 3 years	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER

COMPLETE DESCRIPTION OF SERVICE

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.

Appendix A consists of 5 pages numbered A-1 through A-5 inclusive.

Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.

COST AND SCHEDULE OF PAYMENTS

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of 1 page numbered B-1).

Total Payments Not to Exceed the Maximum Amount of \$2,500,000.00.

(11) OBLIGATED AMOUNT \$2,500,000.00											
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account	
\$2,500,000.00	DEP43310	13019	41239	66099	DEPA00030203308	155005				55050	

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE William Gerber, First Selectman	DATE 3/4/2024
(25) AGENCY AUTHORIZED OFFICIAL	TITLE Katherine S. Dykes, Commissioner	DATE 3/4/2024
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	Jeffrey Zeman	DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE:

STANDARD TERMS AND CONDITIONS (Rev.08/01/23)

1. Definitions:

- a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- d. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- i. Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- j. Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- k. Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Termination.

- a. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- b. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- c. The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- f. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- g. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements, and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- h. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
5. Tangible Personal Property.
- a. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected.
 4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- b. For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
6. Indemnification.
- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend

and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

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

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

e. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

f. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

7. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise, or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

8. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

9. Protection of Confidential Information.

a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c. The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such

credit monitoring or protection plan shall include but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.

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

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

10. Executive Orders and Other Enactments.

a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

11. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

12. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

13. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.

14. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.

15. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

16. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.

18. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.

19. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to

small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.

20. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.

21. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.

22. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.

23. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

24. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

25. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.

26. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

27. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

28. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

29. Compliance with Consumer Data Privacy and Online Monitoring. Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

APPENDIX A

SCOPE OF WORK

Purpose: To provide an Urban Act Grant pursuant to § 4-66 of the Connecticut General Statutes, which authorizes funding for this Urban Act Grant Program to the Town of Fairfield (“Contractor”) to reduce the impacts of flooding on the neighborhoods within the Rooster River watershed. The Project will be accomplished with the assistance of a subcontractor and in collaboration with the City of Bridgeport. The Project will take place in the Rooster along the following areas: Brooklawn Avenue to Kings Highway East/North Avenue, Stratfield Road, Woodside Circle, Lynnbrook Road, Villa Avenue, Algonquin Road, and Moody Avenue. If funding allows, this project shall include work in the Rooster River tributary running from Nordstrand Avenue to Villa Avenue.

Description: The project (“Project”) referenced shall be titled: “Rooster River Flood Mitigation Project”

1. Deliverables: Following the execution of this Contract, the Contractor shall complete the following tasks as outlined in this Scope of Work.

- A. **Planning.** Within three (3) months of Contract execution, the Contractor shall prepare and submit to the Department of Energy and Environmental Protection (“DEEP”) for approval a work plan and schedule. The Contractor shall comply with the schedule approved by the DEEP.
- B. **Bid Development & Collaboration.** The Contractor shall develop and implement a competitive bidding process to select a Subcontractor for performance of applicable tasks outlined in this Scope of Work. The Contractor shall collaborate with a Partner, the City of Bridgeport, to accomplish the tasks outlined in this Scope of Work.
- C. **Detention Basin Work.** The Contractor shall utilize a subcontractor as identified in section 1.B. to perform tasks necessary to construct detention basin areas in the Rooster River watershed. As applicable, such necessary tasks shall include: excavation; fill; construction of concrete outlets with multistage weirs; construction of spillway; installation of loam and seed, wetland plantings, and periphery landscaping; mitigation efforts required by DEEP, the United States Army Corps of Engineers (USACE), or local inland wetland permits; and implementation of wetland restoration efforts, including netting, screen vegetation, drainage, soil, and sediment control.
- D. **Sediment Removal.** The Contractor shall remove accumulated sediment that reduces flow within Rooster River and its Tributaries. The Contractor shall conduct sampling and testing before and after excavation. The Contractor shall submit to DEEP the results of the sediment sampling and testing. The Contractor shall apply for and obtain the following permits necessary to conduct sediment removal as applicable: DEEP permits, USACE permits, Inland Wetland Permits, etc.
- E. **Green Infrastructure Implementation & Open Space Environmental Improvements.** If funding allows and with DEEP approval, the Contractor shall, implement green infrastructure strategies at neighborhoods within the Project area, including: Stratfield Road, Woodside Circle, Villa Avenue, and Algonquin Road. Green infrastructure shall include as necessary, but is not limited to: installation of stabilization blankets and rip rap;

removal of invasive plants, installation of DEEP-approved vegetation; excavation and removal of fill and asphalt; mobilization and transport of materials; and the repair, removal, and replacement of piping, screening, or fencing.

- F. **Public Meetings & Outreach.** Host at least one (1) public informational meeting open to the entire community to inform and update the public on the Project. The Contractor shall ensure that all notices for such public meeting(s) comply with all applicable local and State laws. The Contractor shall host public meeting(s) required to obtain all necessary permits.
- 2. Permits:** Prior to commencing any Project work the Contractor shall ensure that the partnering municipality, organization and/or landowner has obtained all required local, State and federal permits or other authorizations and approvals have been obtained by the Contractor. The execution of this Contract in no way constitutes the approval by the Agency or affords such participating entity any preferential treatment when seeking approval of any such permits.
- 3. Easements:** The Contractor shall ensure that all necessary easements and/or rights-of-way are obtained and shall submit to the State a legal opinion indicating that such easements and/or rights-of-way have either been obtained or are not required.
- 4. Budget:** This Urban Act Grant, in the total amount of \$2,500,000 was authorized in accordance with § 4-66c of the Connecticut General Statutes, and was allocated at the June 30, 2023, Bond Commission (Item #35). The Contractor shall adhere to the budget which is included in this Contract on Appendix B. Allowable costs under this grant shall include all necessary engineering services, bid costs, permitting fees, and other technical assistance necessary to accomplish the above deliverables, provided such costs are incurred after the execution of this Contract. Project costs in excess of the maximum payable amount under this Contract shall not be borne by the State.
- 5. Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Contract must provide credit to the State of Connecticut as follows: “Funding provided by the State of Connecticut Urban Act Grant administered by the Connecticut Department of Energy and Environmental Protection (DEEP).” The Contractor shall erect a permanent plaque or sign on the Project area acknowledging that said Project is a public recreational area and that said Project received a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection. The aesthetics of the said sign shall be determined by the Contractor.
- 6. Publication of Materials:** The Contractor must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor’s products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture

and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

7. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

8. Submission of Materials: For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be emailed to:

Bureau of Central Services

Clean Water and Contract Administration
Financial Management Division
79 Elm Street
Hartford, CT 06106
DEEP.ContractAdmin@ct.gov

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice and submitted to:

Bureau of Central Services
Clean Water and Contract Administration
Financial Management Division
79 Elm Street
Hartford, CT 06106
DEEP.ContractAdmin@ct.gov

9. Project Summaries: Following Execution of this Contract, the Contractor shall provide summaries of project status to DEEP – Financial Management Division once every six months during the time in which this Contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date, any challenges and explanation of how issues were resolved and the anticipated project completion date if different from the current Contract expiration date.

10. Extensions/Amendments: Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum Contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. completion of objectives or services, and
- e. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 90 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

11. Final Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit to DEEP – Financial Management Division a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met.

12. Final Financial Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to DEEP – Financial Management Division with

supporting documentation sufficient to demonstrate expenditures identified in the Project proposal.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is two million five hundred thousand dollars (\$2,500,000.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project during the term of this Contract and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. Funds shall be paid to the Contractor for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. Invoices shall be submitted not more frequently than monthly. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion.
- b. If no reimbursement request is submitted within a six-month period, the Contractor is required to submit a project status report. Said reports shall be required every six months during the time the Contract is in effect. Such status reports shall include a brief description indicating the work completed to date and the anticipated Project completion date if different from the current contractual expiration date.
- c. The final payment shall be reimbursed following completion of the Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP.
- d. The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection by a check payable to the "Treasurer – State of Connecticut" within ninety (90) days of the Contract expiration date.

Department of Financial Services Project Billing Form
(To be used when requesting reimbursement)
STEAP – URBAN – SPECIAL GRANTS

1. Project Name: Rooster River Flood Mitigation

2. Project Number: DEPA00030203308

3. Name of Municipality: Town of Fairfield

4. Type of Request: ☐ Partial ☐ Final

5. Reimbursement Request #:

6. Period Covered:

Contract No: 2024-011

Vendor	Invoice Number	Date	Amount	Purpose

Expenses:

TOTAL: \$

Forced Account Labor (Municipal Forces) (For a grant requiring a matching component)	
In-Kind Donation (Materials) (For a grant requiring a matching component)	
In-Kind Donation (Labor) (For a grant requiring a matching component)	
Total Amount Eligible for Reimbursement	

Description of Materials and/or Labor Submitted for Reimbursement:

Certification: I certify that to the best of my knowledge and belief, the billed cost of disbursement are in accord with the terms of the personal service agreement/grant contract. I certify that an inspection of the site has been performed and that all of the work is in accord with the terms of the grant.

Municipal Agent

Date

State of Connecticut- Department of Energy and Environmental Protection

(6-month Progress Report)

Urban Act/STEAP/ARPA

Title of Project

Project Summary #1

Grantee/Contractor Name: Town of Fairfield

Project Name: Rooster River Flood Mitigation

Contract No: 2024-011

Project ID: DEPA000030203308

Contract Value: \$2,500,000

Contract End Date:

Reporting Period: _____, 2023 through _____, 2024

Supporting Narrative – Progress on Planned Activities

1. A brief description of work completed to date and anticipated project completion date if different from the current Contract expiration date;

Department of Financial Services: Final Grant Report (Required prior to final payment)

1. Project Name: Rooster River Flood Mitigation
2. Contract Number: 2024-011
3. DEEP Project Number: DEPA00030203308
4. Name of Grant Recipient: Town of Fairfield
5. Date of Contract (AG execution date):
6. Amount of Award: \$2,500,000

Please respond to the following questions using up to three pages total. Your responses should focus specifically on the funded project or acquisition.

1. What happened: Referring to your original grant request, what were your major accomplishments? What impact did this grant have in your community? What is the one most significant story you can tell about the work funded by this grant?
2. What did you learn: What did you learn as a result of this grant? What were the unexpected obstacles or results, either positive or negative?
3. What happens next: What are your future plans for sustaining this program or project?
4. Project Effects: How did your project accomplish your goals or State goals, as specified in local or State planning documents (e.g., the [SCORP](#), the [Green Plan](#), municipal Plan of Conservation and Development, or municipal recreation or open space plans).
5. Accounting – Final Financial Report: Please include a final budget for the grant period, which shows how the grant funds were spent and how the matching funds were spent.
6. Feedback: Do you have any suggestions about how our grant process could better serve you?
7. Photos: Please provide us with at least three photographs of your completed project or acquisition. Please submit each photograph as a JPEG.

Final Reports are due to DEEP within 90 days of project completion or contract end date, whichever is sooner. Grant recipients must have a Final Report for all completed projects in order to be considered for future grant funding.

Reports can be submitted electronically to:
Bureau of Central Services
Clean Water and Contract Administration
Financial Management Division
79 Elm Street
Hartford, CT 06106
DEEP.ContractAdmin@ct.gov

TOWN OF FAIRFIELD CAPITAL PLAN

CAPITAL AND NON RECURRING TOTAL BY FISCAL YEAR															5/21/24 Meeting		
	FY24 Ban	FY24 Bond	FY25 Ban	FY25 Bond	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	Total FY25-34	Total FY25-34	Difference	Comment
Town																	
Authorized (A)	\$ 2,670,000	\$ 6,517,000	\$ 3,910,000	\$ 12,264,088	\$ 10,636,559	\$ 3,285,460	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,936,107	\$ 26,071,206	\$ 864,901	
CNR	\$ -	\$ -		\$ -	\$ 5,755,012	\$ 1,099,500	\$ 1,386,000	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,715,512	\$ 8,715,512	\$ (1)	
Capital Over \$1M	\$ -	\$ -		\$ -	\$ 19,574,703	\$ 34,295,817	\$ 14,479,706	\$ 9,191,025	\$ 16,010,023	\$ 19,501,387	\$ 26,796,929	\$ 17,693,000	\$ 17,257,500	\$174,800,090	\$ 171,278,627	\$ 3,521,463	
Subtotal	\$ 2,670,000	\$ 6,517,000	\$ 3,910,000	\$ 12,264,088	\$ 35,966,274	\$ 38,680,777	\$ 16,615,706	\$ 9,666,025	\$ 16,010,023	\$ 19,501,387	\$ 26,796,929	\$ 17,693,000	\$ 17,257,500	\$210,451,708	\$ 206,065,345	\$ 4,386,363	
BOE																	
Authorized	\$ -	\$14,088,000	\$ 4,950,000	\$ 10,900,000	\$ 16,238,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,138,850	\$ 29,788,440	\$ (2,649,590)	Finalized FY25 Bond Amounts
CNR	\$ -	\$ -		\$ -	\$ 398,280	\$ 833,259	\$ 1,644,469	\$ 20,000	\$ 387,631	\$ 974,891	\$ 2,309,354	\$ 612,872	\$ -	\$ 7,180,756	\$ 7,180,756	\$ -	
Capital Over \$1M	\$ -	\$ -		\$ -	\$ 4,328,301	\$ 9,126,849	\$ 24,398,960	\$ 35,138,870	\$ 38,083,096	\$ 21,959,400	\$ 14,480,118	\$ -	\$ 5,227,084	\$152,742,678	\$ 152,742,678	\$ -	
Subtotal	\$ -	\$14,088,000	\$ 4,950,000	\$ 10,900,000	\$ 20,965,431	\$ 9,960,108	\$ 26,043,429	\$ 35,158,870	\$ 38,470,727	\$ 22,934,291	\$ 16,789,472	\$ 612,872	\$ 5,227,084	\$187,062,284	\$ 189,711,874	\$ (2,649,590)	
WPCA																	
Funded by Town																	
Authorized														\$ -	\$ -	\$ -	Finalized FY25 Bond Amounts
CNR														\$ -	\$ -	\$ -	
Capital Over \$1M	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,217,716	\$ 6,403,599	\$ -	\$ -	\$ -	\$ 18,621,314	\$ 18,621,314	\$ 0	
Funded by WPCA														\$ -	\$ -	\$ -	
Authorized (B)	\$ 4,000,000	\$ 5,000,000	\$ -	\$ 10,725,912	\$ 18,913,222	\$ 9,473,333	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,112,468	\$ 40,112,468	\$ (0)	
CNR	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Over \$1M	\$ -	\$ -		\$ -	\$ 7,454,722	\$ 7,003,370	\$ 20,737,116	\$ 17,218,928	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,414,136	\$ 52,414,136	\$ (0)	Finalized FY25 Bond Amounts
Subtotal	\$ 4,000,000	\$ 5,000,000	\$ -	\$ 10,725,912	\$ 26,367,944	\$ 16,476,703	\$ 21,737,116	\$ 17,218,928	\$ 12,217,716	\$ 6,403,599	\$ -	\$ -	\$ -	\$111,147,918	\$ 111,147,918	\$ (0)	
Grand Total Including Previously Authorized and WPCA	\$ 6,670,000	\$25,605,000	\$ 8,860,000	\$ 33,890,000	\$ 83,299,649	\$ 65,117,588	\$ 64,396,251	\$ 62,043,823	\$ 66,698,466	\$ 48,839,277	\$ 43,586,401	\$ 18,305,872	\$ 22,484,584	\$508,661,910	\$ 506,925,137	\$ 1,736,773	
Note C																	
Cumulative Total FY25-34					\$ 117,189,649	\$ 182,307,237	\$ 246,703,488	\$ 308,747,311	\$ 375,445,776	\$ 424,285,053	\$ 467,871,454	\$ 486,177,326	\$ 508,661,910				

(A) FY24 Ban - will be either converted to a bond or rolled into a ban again. Currently it is listed in the FY25 Bond Column as a placeholder.

Turney Creek \$1M
Pumper LSN \$950K
Post Tension tension court \$520k
Tunxis Hill Pickelball Courts \$200k

(B) FY24 Ban - will be either converted to a bond or rolled into a ban again. Currently it is listed in the FY25 Bond Column as a placeholder.

East Trunk Wetlands Corssing \$2M
East Trunk Replacement Project \$2M

(C) Changes were made to the FY25 amounts to be bonded in July based on discussions with Department heads and their financial needs for FY25.

Town of Fairfield Capital Plan									Cash Flow Timing (Bond or BAN)															Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account		
ENG	SOUTHPORT SIDEWALK CONNECTIVITY-20Y	020T1	\$ 460,000	\$ (360,000)	\$ 100,000	2/25/2019	\$ 100,000	\$ -	\$ 100,000														ACTIVE	in progress (Final Design grant approved). May need additional funds due to price increases from 2020.Mast Arm analysis issue- DOT, then out to bid. Needs \$600K more needs Board approval
ENG	GRASMERE AVE PED IMPROVEMENT-20YR	020T2	\$ 200,000	\$ -	\$ 200,000	2/25/2019	\$ 174,240	\$ 25,760	\$ 174,240														ACTIVE	in progress -final submission in May 2024 (processed grant and approval)
ENG	CONGRESS BRIDGE REPAIR-20YR	020T3	\$ 180,000	\$ -	\$ 180,000	2/25/2019	\$ 156,816	\$ 23,184	\$ 156,816														ACTIVE	in Design- (processed grant and approval)
ENG	BROOKSIDE DR BRIDGE DESIGN-20YR	020T4	\$ 350,000	\$ -	\$ 350,000	2/25/2019	\$ 161,841	\$ 188,159	\$ 161,841					\$ 188,159									ACTIVE	in progress (processed grant and approval)
ENG	STRATFIELD PED STREETScape-20 YR	020T6	\$ 900,000	\$ (785,852)	\$ 114,148	2/25/2019/ 4/29/24	\$ 91,379	\$ 22,769	\$ 91,379														ACTIVE	construction completed- project still has unpaid invoices -change orders/retainage. 150 K SVA funding approved and added to account. Spoils pile removed.
ENG	KINGS HIGHWAY PHASE III DESIGN 20YR	021T2	\$ 300,000		\$ 300,000	2/24/2020	\$ 300,000	\$ -	\$ -		\$ 300,000												ACTIVE	Contract executed with Tighe and Bond. Under Design Phase
ENG	BRONSON RD ARCH TO BOX CULVERT 20YR	021T4	\$ 250,000		\$ 250,000	2/24/2020	\$ 250,000	\$ -	\$ -		\$ 250,000												ACTIVE	in house design in progress
ENG	STORM SYSTEM IMPROVEMENTS - 20YR	021T5	\$ 500,000		\$ 500,000	2/24/2020	\$ 500,000	\$ -	\$ 500,000														ACTIVE	in progress (design, survey, construction) Chelsea merton Henderson weeping willow
ENG	ROOSTER RIVER DET AREA STUDY 20YR	021T6	\$ 320,000		\$ 320,000	2/24/2020	\$ 320,000	\$ -	\$ 310,000		\$ 10,000												ACTIVE	spent-Addressing USACE comments when available, change order for final design revisions.
ENG	TOWNWIDE GUIDE RAIL/FENCING-20 YEAR	022T5	\$ 200,000		\$ 200,000	3/22/2021	\$ 200,000	\$ -			\$ 200,000												ACTIVE	In progress; Cross Hwy and Redding Rd sections completed. Next step: Contractor has ordered materials and will proceed with next phase- 5 to 7 areas. Note: complete ARPA sections first.
ENG	FLOOD CONTROL STUDY-20 YEAR	022T4	\$ 100,000		\$ 100,000	3/22/2021	\$ -	\$ 100,000						\$ 100,000									ACTIVE	DEEP/FEMA issues
ENG	BLACK ROCK TNPK DESIGN-20 YEAR	022T6	\$ 250,000		\$ 250,000	3/22/2021	\$ -	\$ 250,000						\$ 250,000									ACTIVE	MetroCOG approval, awaiting DOT final grant approval. RFP for design still pending. Town just received grant notice to proceed for sister project (Kings Hwy East) so this one may still a have a few months delay. Follow up with DOT and Metrocog. (Metrocog to discuss with State).
ENG	ROAD SAFETY IMPROVEMENT-20 YEAR	022T7	\$ 250,000		\$ 250,000	3/22/2021	\$ -	\$ 250,000					\$ 250,000										ACTIVE	in progress (Villa Ave, Redding RD, in design) RRFB for Old Post Rd, has been installed. Edge lines and rumblestrips on Redding Road complete- invoice pending. Mill Plain ADA ramps completed by Contractor and Town. Upcoming Villa Ave, and other Riverfield School zone improvements. School zone pedestrian safety signs received PC approval. Next Step: SS4A- RRFB for Riverfield (needs PC approval) and BOE requests- Mill Hill School sidewalks, investigating Pequot Ave improvements.
ENG	CONGRESS ST BRIDGE DESIGN-20 YEAR	022T8	\$ 150,000		\$ 150,000	3/22/2021	\$ -	\$ 150,000					\$ 50,000	\$ 100,000									ACTIVE	WMC in design
ENG	REEF RD CULVERT REPAIR-20 YEAR	022T9	\$ 100,000		\$ 100,000	3/22/2021	\$ -	\$ 100,000					\$ 100,000										ACTIVE	Design almost complete. Town & Consultant unable to perform detailed inspection, needs cleaning, to determine repair or replacement, set for May 29, 2024. Goal is for COP permit by late Summer/Fall 2024. May involve Additional pipe per Conservation, which would require 6-12 month DEEP permit. Sediment removal required to finish inspection to make determination of 3 sided box vs oval (squash) pipe.
ENG	UNDERWATER BRIDGE INSPECTION-10YR	023T1	\$ 150,000		\$ 150,000	3/1/2022	\$ 150,000	\$ -			\$ 150,000		\$ -										ACTIVE	Weston and Sampson testing completed.Sediment disposal necessary for 6 tide gates- will expend budget. May need additional funding, TBD. Application to submitted for Local Bridge Program late May 2024.
ENG/Cons	PINE CREEK-MCCLEARY TIDEGATE-20YEAR	023T3	\$ 500,000		\$ 500,000	3/1/2022	\$ 250,000	\$ 250,000			\$ 250,000		\$ -	\$ 250,000									ACTIVE	RFP finalized
ENG	RIVERSIDE CREEK TIDEGATE-20 YEAR	023T4	\$ 453,200		\$ 453,200	3/1/2022	\$ 200,000	\$ 253,200			\$ 200,000		\$ -	\$ 253,200									ACTIVE	RFP Finalized
ENG	RESILIENCY-JENNINGS BEACH-20 YEAR	023T5	\$ 250,000		\$ 250,000	3/1/2022	\$ 250,000	\$ -			\$ 250,000												ACTIVE	TBD FEMA/DEEP issues- Cost Benefit Analysis received from GZA. CBA less than 1. Results indicate costs much higher than benefits per FEMA formulas

Town of Fairfield Capital Plan									Cash Flow Timing (Bond or BAN)															Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)	
Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account			
ENG	GUIDERAIL REPAIRS PHASE 2- 20 YEAR	024T1	\$ 210,000		\$ 210,000	2/27/2023	\$ -	\$ 210,000			\$ -	\$ 100,000		\$ 210,000									ACTIVE	Starting design next phase: Morehouse Hwy over Merritt, Verna Hill	
ENG	STRATFIELD RD DESIGN (RSA)- 20 YEAR	024T2	\$ 325,000		\$ 325,000	2/27/2023	\$ -	\$ 325,000			\$ -	\$ 325,000		\$ 325,000									ACTIVE	Design Starting. Contract executed with Tighe and Bond.	
ENG	DESIGN- POST RD & JUG HANDLE-20 YEA	024T3	\$ 175,000		\$ 175,000	2/27/2023	\$ -	\$ 175,000			\$ -	\$ 175,000		\$ 175,000									ACTIVE	Design Cost Proposed is under Design Budget so no PAL agreement required. Contract executed with Tighe and Bond.	
ENG	ROUND HILL RD & REEF SIDEWALKS-20 Y	024T4	\$ 611,298	\$ (500,000)	\$ 111,298	2/27/2023	\$ -	\$ 111,298			\$ -		\$ 111,298										ACTIVE	In design, Survey completed.Goal to go out to bid together Spring 2024	
ENG	LOWER WHARF/FISHING PIER-20 YEAR	024T5	\$ 800,000	\$ (640,000)	\$ 160,000	2/27/2023	\$ -	\$ 160,000			\$ -	\$ 160,000		\$ 160,000									ACTIVE	Waiting on permits; design paid by HMC, applied for a state bond. Ship grant in other financing sources.	
ENG	Kings Highway Pedestrian LOTCIP Grant - PEDESTRIAN IMPROVEMENTS - PHASE 3 Construction (commerce)	22557049	\$ 1,940,600	\$ (1,940,600)	\$ -	5/22/2023	\$ -	\$ -															ACTIVE	Design in progress. Contract executed with Tighe and Bond	
ENG	Kings Highway Improvement Construction - Phase 1 and 2	22557048	\$ 3,448,950	\$ (2,986,560)	\$ 462,390	11/2013/ 10/27/2014/ 09/25/2017	\$ 377,300	\$ 85,090	\$ 377,300														ACTIVE	awaiting Final audit by State.	
ENG	Commerce Drive Bridge Construction	22757036	\$ 2,759,433	\$ (2,759,433)	\$ -	2/27/2017	\$ -	\$ -															ACTIVE	Design complete. ACOE Approved. Waiting on State approval before submitting and RFP/Bid for Construction Contractor through purchasing. Estimated Time for RFP/BID: Spring 2024. Before project starts, utility relocation will need to occur.	
ENG	Commerce Drive Sidewalk design and row	22757048	\$ 200,000	\$ (200,000)	\$ -	4/25/2022	\$ -	\$ -															ACTIVE	ROW acquisitions complete (194 K should be 100% reimbursable when construction begins 2024).	
ENG	Valley Road Bridge	24257016	\$ 3,200,000	\$ (2,578,400)	\$ 621,600	9/25/2017	\$ 621,600	\$ -	\$ 429,600		\$ 192,000												ACTIVE	Awaiting State Audit, keep say 50K open ?	
ENG	Tide gate system (Railroad bridge)	FY223	\$ 2,250,000		\$ 2,250,000	5/23/2022	\$ 2,250,000	\$ -	\$ 2,250,000														ACTIVE	Have permits/approvals from CT DEEP & SHPO. Received USACE permit on 10/25/23. Design completed, RACE to generate RFP bid docs-est late Spring 2024.	
ENG/CONS	Turney Creek/Riverside Dr Tide Gates	26357160	\$ 6,750,000		\$ 6,750,000	5/22/2023	\$ 2,000,000	\$ 4,750,000		\$ 1,000,000	\$ 2,000,000	\$ 1,000,000	\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 750,000							ACTIVE	Utility relocation is ongoing. Waiting for utility companies to complete work for project to start. Contractor is on board and ready to go. Estimated Start Spring 2024.	
ENG	Oldfield Road Bridge Design	025T3	\$ 570,000		\$ 570,000	3/25/2024		\$ 570,000				\$ -	\$ 570,000												
ENG	Wakeman Lane/Old Rd. Bridge Construct.	025T4	\$ 432,600		\$ 432,600	3/25/2024		\$ 432,600				\$ 432,500		\$ 432,600											Ban amount changed to \$432,500 for rounding purposes as per bond Counsel
ENG	KHW Greens Farm Road Bridge	025T5	\$ 432,600		\$ 432,600	3/25/2024		\$ 432,600				\$ 432,500		\$ 432,600											Ban amount changed to \$432,500 for rounding purposes as per bond Counsel
ENG	Meadow Brook Road Sound Barrier	025T6	\$ 350,000		\$ 350,000	3/25/2024		\$ 350,000				\$ 350,000		\$ 350,000											
ENG	McKinley School-Knapps Highway Neighborhood Connectivity	025T7	\$ 850,000	\$ (700,000)	\$ 150,000	3/25/2024		\$ 150,000				\$ 150,000		\$ 150,000											
ENG	Traffic Signal Improvements -for New Signal and repairs, upgrades and ADA Compliance - Years 2-5- Phase 1		\$ 3,770,000		\$ 3,770,000	4/29/2024		\$ 3,770,000					\$ 1,500,000	\$ 1,200,000	\$ 1,070,000										three year authorization approved by all three boards
ENG	BETA Sidewalk Capital Improvement Plan - Phase 1		\$ 4,760,000		\$ 4,760,000	4/29/2024		\$ 4,760,000					\$ 2,000,000	\$ 1,920,000	\$ 840,000										three year authorization approved by all three boards
FD	FIRE STATION REHABILATION 20YR	021TA	\$ 250,000		\$ 250,000	2/24/2020	\$ 250,000	\$ -	\$ 100,000		\$ 150,000												ACTIVE	completed	
FD	FIRE PUMPER LSN 11-20 YEAR	022TA	\$ 725,000		\$ 725,000	3/22/2021	\$ 700,000	\$ 25,000	\$ 700,000														ACTIVE	\$1,865 remaining in account. Will be spent shortly.	
FD	SCBA-FIRE APPARATUS-10 YEAR	023T2	\$ 358,445		\$ 358,445	3/1/2022	\$ 350,000	\$ 8,445			\$ 350,000												ACTIVE	\$171 remaining in account. Will be spent shortly.	
FD	PUMPER-LSN 14-20 YEAR	024T6	\$ 980,000		\$ 980,000	2/27/2023	\$ -	\$ 980,000		\$ 950,000	\$ -		\$ 980,000										ACTIVE	\$955,601 encumbered by P.O. for truck. Delivery expected May 2025.	
FD	FIRE DEPT SHOP TRUCK REPLACE-10 YR	025T1	\$ 130,000		\$ 130,000	3/25/2024		\$ 130,000				\$ 130,000		\$ 130,000											Part of CNR-10 YR FY25 bond
IT	IT-LAND USE & PERMTNG INSP SYS 10YR	021T9	\$ 100,000		\$ 100,000	2/24/2020	\$ 100,000	\$ -	\$ 100,000														ACTIVE	95% complete. Onboarding last department: Health. Remaining funds to be expended on Bluetooth printers for Health Dept., etc.	
PD	POLICE DEPT-HVAC- 20 YEAR	022T3	\$ 500,000		\$ 500,000	3/22/2021	\$ 500,000	\$ -	\$ 300,000		\$ 200,000												ACTIVE	95% complete. DX Compressors, Coils, Return Fan, Cooling Tower, Drives roof enclosure and chiller installed. Waiting on Commissioning and Training	

Town of Fairfield Capital Plan									Cash Flow Timing (Bond or BAN)															Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034				
PD	Radio System (Infrastructure and Public Safety Users)	FY222	\$ 7,000,000	\$ (3,500,000)	\$ 3,500,000	5/23/2022	\$ 3,500,000	\$ -	\$ 3,500,000														ACTIVE	As of 05/13/2024 - All construction work has been completed and fleet mapping submitted to CTS for approval. The radio system will be coverage tested during the third week of June and hope to install equipment in July for a July-August activation date.	
P&R	TOMLINSON ARTIFICIAL TURF 10YR	018T6	\$ 500,000	\$ (28,669)	\$ 471,331	2/27/2017	\$ 387,817	\$ 83,514	\$ 387,817														CLOSED	complete/Closed	
P&R	GOLF COURSE RENO-HSR-20YR	020T5	\$ 100,000	\$ -	\$ 100,000	2/25/2019	\$ 97,390	\$ 2,610	\$ 97,390														ACTIVE	complete	
P&R	HSR GOLF COURSE RENOVATION 10YR	021TB	\$ 100,000		\$ 100,000	2/24/2020	\$ 100,000	\$ -	\$ 100,000														ACTIVE	complete	
P&R	POST-TENSION TENNIS COURT-TMLS 20YR	021TC	\$ 400,000		\$ 400,000	2/24/2020	\$ 398,750	\$ 1,250	\$ 223,750		\$ 175,000												CLOSED	complete/Closed	
P&R	LAKE MOHEGAN SPLASH PAD REPLACE-20	022TD	\$ 150,000		\$ 150,000	3/22/2021	\$ 150,000	\$ -		\$ 150,000													ACTIVE	complete	
P&R	PINE CREEK PARK PLAYGROUND-20 YEAR	022TC	\$ 103,000		\$ 103,000	3/22/2021	\$ -	\$ 103,000				\$ 84,901											ACTIVE	complete	
P&R	LAKE MOHEGAN-RESTORATION STORM-20YR	023T6	\$ 500,000		\$ 500,000	3/1/2022	\$ 125,000	\$ 375,000		\$ 125,000		\$ 375,000											ACTIVE	Other financing sources of \$375,000 was denied by FEMA. Should be spent in FY25	
P&R	TENNIS CENTER LIGHT REPLACE-20YEAR	023T7	\$ 100,000		\$ 100,000	3/1/2022	\$ 100,000	\$ -		\$ 100,000													ACTIVE	PROJECT REJECTED for additional funds	
P&R	POST-TENSION TENNIS-DWIGHT-20 YEAR	023T8	\$ 550,000		\$ 550,000	3/1/2022	\$ 550,000	\$ -		\$ 550,000													ACTIVE	complete	
P&R	JACKY DURRELL PAV UPGRADES-20 YEAR	023T9	\$ 103,000		\$ 103,000	3/1/2022	\$ 100,000	\$ 3,000		\$ 100,000													ACTIVE	Will be completed in Oct 2024	
P&R	HSR DRIVING RANGE UPGRADES-20 YEAR Phase 1	024T7	\$ 275,000		\$ 275,000	2/27/2023	\$ -	\$ 275,000		\$ -	\$ 275,000		\$ 275,000										ACTIVE	Will be completed summer of 2024	
P&R	POST-TENSION TENNIS CRT- FFLD WOODS	024T8	\$ 522,000		\$ 522,000	2/27/2023	\$ -	\$ 522,000		\$ 520,000	\$ -	\$ 520,000											ACTIVE	complete - bonding equals amount previously banned	
P&R	TUNXIS HILL PICKLEBALL COURTS-20 YR	024T9	\$ 575,000		\$ 575,000	2/27/2023	\$ -	\$ 575,000		\$ 200,000	\$ -	\$ 105,000	\$ 470,000	\$ 105,000									ACTIVE	Will be completed by fall of 2024; bonding entire amount and not amount previously banned totaling \$200K	
P&R	Roger Ludlowe Middle School Turf	FY225	\$ 4,125,000		\$ 4,125,000	5/23/2022	\$ 4,125,000	\$ -	\$ 4,125,000														ACTIVE	Going out to bid for Construction as of May 2024	
P&R	HSR Driving Range - Phase 2	025T8	\$ 275,000		\$ 275,000	3/25/2024	\$ -	\$ 275,000				\$ 275,000		\$ 275,000											Part of CNR-20 YR FY25 bond
	Total Authorized		\$ 68,466,904	\$ (16,979,514)	\$ 51,487,390		\$ 24,092,628	\$ 27,394,762	\$ 17,575,628	\$ 2,670,000	\$ 6,517,000	\$ 3,910,000	\$12,264,088	\$10,636,559	\$ 3,285,460	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Non-recurring Capital < \$1mm to be Bonded																									
DPW	Transfer station canopy		\$ 120,000	\$ (120,000)	\$ -																			The application for the "energy efficiency and conservation block grant" is still pending approval.	
ENG	Hulls Farm Road Bridge Construction		\$ 779,762		\$ 779,762									\$ 779,762										Engineering estimate based on past projects	
ENG	Southport Median Grant Design		\$ 315,000		\$ 315,000									\$ 315,000										Engineering estimate based on past projects	
ENG	Sturges Bridge Design		\$ 346,500	\$ (173,250)	\$ 173,250									\$ 173,250										Engineering estimate based on past projects	
ENG	Update to 2015 Master Plan for Flood Protection, Climate Resilience and Erosion Control		\$ 250,000		\$ 250,000									\$ 250,000										Rough estimate- placeholder - increased by \$100,000 since ARPA funds reallocated; to be discussed and revisited	
ENG	Storm System Improvements for various Neighborhoods		\$ 500,000		\$ 500,000									\$ 500,000										Engineering estimate based on using DPW which would be cheaper than using outside consultants;to be discussed with Bill Hurley and revisited	
ENG	Morehouse Highway Bridge culverts design		\$ 350,000	\$ (175,000)	\$ 175,000									\$ 175,000										Engineering Estimate based on past .	
ENG	SOUTHPORT SIDEWALK CONNECTIVITY-20Y		\$ 250,000		\$ 250,000									\$ 250,000										Removed from ARPA. Added to Capital Plan in FY26. Bill advised the bid package would be presented to purchasing in the spring.	
ENG	Downtown Resiliency - Phase 2 Design		\$ 512,000		\$ 512,000									\$ 512,000										Design for D2 and D3 - design for phases previously lumped in with construction costs	
ENG	Downtown Resiliency - Phase 3 Design		\$ 537,000		\$ 537,000										\$ 537,000									Design for D4 and B - design for phases previously lumped in with construction costs	
ENG	Downtown Resiliency - Phase 4 Design		\$ 786,000		\$ 786,000											\$ 786,000								Design for Alternate A - design for phases previously lumped in with construction costs	

Town of Fairfield Capital Plan									Cash Flow Timing (Bond or BAN)															
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
FD	Fire Station Rehabilitation Years 4 and 5		\$ 862,500		\$ 862,500									\$ 600,000	\$ 262,500									Based upon previous Bids by Purchasing Dept. We have been advised that the current amounts have not changed. However, the project is still in design stage with the architects. The costs could change based on the architects calculations on contruction documents. - \$600Kmoved from FY25 to FY26 - to be reviewed by David Becker
FD	Marine 217		\$ 250,000		\$ 250,000									\$ 250,000										Estimate- Replacement of 2007 shallow-draft rescue boat that responds from Ye Yacht Yard in Southport
FD	Car3		\$ 175,000		\$ 175,000												\$ 175,000							State Contract for vehicle plus estimates on equipment - Replacement as per Apparatus Replacement Plan of Shift Commander's Response SUV
PD	Police Department Rehabilitation - Years 2 and 3		\$ 800,000		\$ 800,000									\$ 800,000										As discussed during 2/20 finance meeting Project was moved and combined in FY26. This is a placeholder until PD gets a more accurate cost estimate. This may be moved to Capital over \$1M depending on the contractor estimate
P&R	Dog Park (Location TBD)		\$ 200,000		\$ 200,000									\$ 200,000										Internal Estimate
P&R	Lake Mohegan Concession/Water Park		\$ 250,000		\$ 250,000									\$ 250,000										Vendor Estimate
P&R	Lake Mohegan Playground Replacement		\$ 150,000		\$ 150,000									\$ 150,000										Vendor Estimate
P&R	Beach Parking Kiosks		\$ 250,000		\$ 250,000									\$ 250,000										Vendor Estimate
P&R	Grasmere Playground Replacement		\$ 150,000		\$ 150,000									\$ 150,000										Internal Estimate
P&R	Rugby Park Playground Replacement		\$ 150,000		\$ 150,000									\$ 150,000										Internal Estimate
P&R	Knapps Park Playground Replacement		\$ 150,000		\$ 150,000										\$ 150,000									Internal Estimate
P&R	Hook and Ladder Playground Replacement		\$ 150,000		\$ 150,000										\$ 150,000									Internal Estimate
P&R	Veterans Park Playground Replacement		\$ 150,000		\$ 150,000											\$ 150,000								Internal Estimate
P&R	Veres Park Playground Replacement		\$ 150,000		\$ 150,000											\$ 150,000								Internal Estimate
P&R	Owen Fish Playground Replacement		\$ 300,000		\$ 300,000											\$ 300,000								Internal Estimate
P&R	Oldfield Playground Replacement		\$ 150,000		\$ 150,000												\$ 150,000							Internal Estimate
P&R	Ash Creek Playground Replacement		\$ 150,000		\$ 150,000												\$ 150,000							Internal Estimate
	Total < \$1mm		\$ 9,183,762	\$ (468,250)	\$ 8,715,512		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,755,012	\$ 1,099,500	\$ 1,386,000	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ -		
Capital > \$1mm to be Bonded																								
DPW	BETA Roadway Capital Improvement and ADA Compliance Plan - Phase 2		\$ 3,634,035	\$ (2,000,000)	\$ 1,634,035											\$ 1,634,035								
DPW	BETA Roadway Capital Improvement and ADA Compliance Plan - Phase 1		\$ 10,921,761	\$ (6,000,000)	\$ 4,921,761									\$ 1,776,953	\$ 1,649,138	\$ 1,495,670	\$ -							Was not approved by all 3 boards due to possible ARPA funding.
ENG	BETA Sidewalk Capital Improvement Plan - Phase 2		\$ 2,000,000	\$ (160,000)	\$ 1,840,000											\$ 920,000	\$ 920,000							
ENG	Townwide Road Safety Improvements And NEW SIDEWALKS, COMPLETE STREETS		\$ 4,650,000	\$ -	\$ 4,650,000									\$ 2,500,000	\$ 1,050,000	\$ 1,100,000	\$ -							Rough Engineering Estimate based on paving list and public requests. Added 5% to FY26 and 10% to FY27- since a study is not complete and ready to go, we are shifting this over one year.
DPW/CON	Tidegate and Flood Control Structural Repair and Replacements Plan- 5 Year Plan - Phase 2		\$ 291,000		\$ 291,000											\$ 191,000	\$ 100,000							
DPW	Capital Equipment - Phase 3		\$ 1,503,000		\$ 1,503,000										\$ 1,503,000									this is the sum of FY27-29 on 10 year replacement plan attached
DPW	Capital Equipment - Phase 4		\$ 1,609,000		\$ 1,609,000													\$ 1,609,000						this is the sum of FY30-32 on 10 year replacement plan attached
DPW	Capital Equipment - Phase 5		\$ 403,000		\$ 403,000																\$ 403,000			This only includes FY33 so far - will be updated to include FY34 and FY35 too
DPW	Town-wide Facility Upgrades (Priority IIA)		\$ 1,400,000	\$ -	\$ 1,400,000								\$ -	\$ 1,400,000	\$ -	\$ -	\$ -							this is a part of Priority II broken out into different phases. The same needs to be done with the amounts below. This will be changed once we receive the updated project estimates. See note below

Town of Fairfield Capital Plan									Cash Flow Timing (Bond or BAN)															
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
DPW	Town-wide Facility Upgrades (Based on Audit Recommendations)		\$ 13,688,981	\$ -	\$ 13,688,981								\$ -	\$ -	\$ 2,913,617	\$ -	\$ 3,001,025	\$ 3,001,023	\$ 2,351,387	\$ 2,421,929				we are in the process of getting an updated bid from Silver Petrucci which should be submitted by next week, which will include a 10 year plan with an inflation escalator. The last bid was performed in 2021. Phase 1 was approved in 2022, and is included in the authorized and unissued debt section.
ENG	Rooster River 1	80087	\$ 5,750,000	\$ (3,250,000)	\$ 2,500,000	2/24 grant								\$ 2,500,000		\$ -	\$ -							Removed amounts previously allocated to FY26 and 27 and added \$2.5M to FY26 bond since ARPA funding was removed from Rooster River and reallocated. other financing sources includes \$2.5M state grant plus Bridgeport arpa funds of \$750K.
	Rooster River 2	80087	\$ 6,250,000		\$ 6,250,000										\$ 6,250,000									Added second bond amount here. total project cost is \$12M
ENG	Kings Highway Pedestrian Improvements Phase III Construction		\$ 1,940,600	\$ (1,940,600)	\$ -								\$ -	\$ -	\$ -	\$ -	\$ -							Commitment to Fund award. Cost estimate upon final design late 2024/2025
ENG	Brookside Drive Bridge Construction		\$ 2,865,600	\$ (2,865,600)	\$ -								\$ -	\$ -	\$ -	\$ -	\$ -							Commitment to Fund award. Cost estimate upon final design late 2024/2025
ENG	Congress St. Bridge Construction		\$ 2,535,600	\$ (2,535,600)	\$ -								\$ -	\$ -	\$ -	\$ -	\$ -							Commitment to Fund award. Cost estimate upon final design late 2024/2025
ENG	Stratfield Road Pedestrian Improvement (RSA) - Construction		\$ 2,000,000	\$ (2,000,000)	\$ -								\$ -	\$ -	\$ -	\$ -	\$ -							Engineering Estimate and Urban Act grant amount
ENG	Post Road & Jug Handle Pedestrian Improvement - Construction		\$ 1,750,000	\$ (1,750,000)	\$ -								\$ -	\$ -	\$ -	\$ -	\$ -							Engineering Estimate and Urban Act grant amount
ENG	Traffic Signal Improvements -for New Signal and repairs, upgrades and ADA Compliance - Years 2-5-Phase 2		\$ 1,375,000		\$ 1,375,000											\$ 675,000	\$ 700,000							
ENG	Oldfield Road Bridge Construction		\$ 5,813,750	\$ (1,575,000)	\$ 4,238,750								\$ -	\$ 1,653,750	\$ 2,585,000	\$ -	\$ -							Engineering/Consultant Estimate based on previous projects; added 5% and 10% to FY26 and FY27, respectively
ENG	Black Rock Turnpike		\$ 2,100,000	\$ (2,100,000)	\$ -								\$ -	\$ -	\$ -	\$ -	\$ -							Potential grant - design will determine cost estimate
ENG	Southport Median Grant Construction		\$ 2,100,000	\$ (2,100,000)	\$ -								\$ -	\$ -	\$ -	\$ -	\$ -							Potential grant - design will determine cost estimate
ENG	Sturges Bridge Construction		\$ 2,838,938	\$ (1,351,875)	\$ 1,487,063								\$ -	\$ -	\$ 1,487,063	\$ -	\$ -							Engineering Estimate based on previous projects; added 10% inflation factor
ENG	Increase Resiliency - Jennings Beach		\$ 2,520,000	\$ -	\$ 2,520,000								\$ -	\$ -	\$ -	\$ -	\$ 2,520,000							Engineering estimate based on similar studies, added 20% inflation factor
ENG	Downtown Resiliency		\$ 16,666,000	\$ -	\$ 16,666,000									\$ 2,864,000	\$ 4,188,000	\$ 3,614,000	\$ -			\$ 6,000,000				NEW project - 'Design costs for Phases 1 will be paid out of ARPA funds. FY26 for testing, design, start construction for Phase 1 -added 5% to FY27 and 10% to FY28; added alternate A in FY32 as a place holder if we decide to persue. There may be a potential grant in the future. Added the \$776K to FY26 that was removed from ARPA funding. Note that these are conceptual contruction estimates and are 50% accurate at best since design is just starting for Phase 1 and permit conditions are unknown at this time. I have removed design costs here, and added design costs separately for Phase 2, 3 and 4 under CNR FY26,27 28.
ENG	Morehouse Highway Bridge Construction		\$ 3,740,000	\$ -	\$ 3,740,000										\$ 3,740,000									Engineering Estimate based on similar past projects. Added 10% for inflation
ENG	Brooklawn Parkway Retaining Wall Replacement		\$ 2,100,000		\$ 2,100,000													\$ 2,100,000						Placeholder, rough estimate - added 25% to for inflation
ENG	S. Benson Stormwater Pump Station - Design		\$ 3,750,000		\$ 3,750,000													\$ 3,750,000						Consultant estimate placeholder - added 25% to FY30 for inflation
ENG	S. Benson Stormwater Pump Station - Construction		\$ 27,825,000		\$ 27,825,000														\$13,650,000	\$14,175,000				Consultant estimate placeholder - Added 30% in FY31 and 35% in FY32 for inflation

Page 7

Town of Fairfield Capital Plan										Cash Flow Timing (Bond or BAN)														Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034				
TMS	TOMLINSON MS FLOORING REPLACE-15YR	020B7	\$ 440,000	\$ -	\$ 440,000	2/25/2019	\$ 440,000	\$ -	\$ 440,000														CLOSED	Completed/Closed	
FWMS	FWMS ELEVATOR REPLCMT PROJECT 20 YR	021B1	\$ 175,000		\$ 175,000	2/24/2020	\$ 175,000	\$ -	\$ 175,000														ACTIVE	Complete	
RLMS	RLMS COOLING TOWER REPLC PROJ 10YR	021B2	\$ 400,000		\$ 400,000	2/24/2020	\$ 400,000	\$ -	\$ 400,000														CLOSED	Completed/Closed	
FLHS	FLHS EMERGENCY GENERATOR REPL 20YR	021B3	\$ 200,000		\$ 200,000	2/24/2020	\$ 200,000	\$ -	\$ 200,000														ACTIVE	Complete	
	RETRO REBALANCE SCHOOL MECH-20 YEAR	022B1	\$ 625,000	\$ (25,000)	\$ 600,000	3/22/2021	\$ 600,000	\$ -		\$ 600,000													ACTIVE	In report review with engineering.	
Burr	BOILER BURNER REPLACE-BURR-20YEAR	023B1	\$ 996,370		\$ 996,370	3/1/2022	\$ 953,000	\$ 43,370		\$ 953,000													ACTIVE	In progress	
FLHS	ELEVATOR MODERNIZATION-FLHS-20YEAR	023B2	\$ 265,329		\$ 265,329	3/1/2022	\$ 265,000	\$ 329		\$ 265,000													ACTIVE	Complete	
Nstratfield	N STRATFIELD VESTIBULE- 20 YEAR	024B1	\$ 652,500	\$ (153,284)	\$ 499,216	2/27/2023	\$ 500,000	\$ (784)		\$ 500,000													ACTIVE	In progress	
Osborn	OSBORN HILL VESTIBULE-20 YEAR	024B2	\$ 597,500	\$ (140,364)	\$ 457,136	2/27/2023	\$ 450,000	\$ 7,136		\$ 450,000													ACTIVE	In progress	
FWMS	FFLD WOODS MIDDLE VESTIBULE-20 YR	024B3	\$ 769,500	\$ (180,769)	\$ 588,731	2/27/2023	\$ 580,000	\$ 8,731		\$ 580,000													ACTIVE	In progress	
FWHS	FF WARDE HS BOILER REPLACE-20 YEAR	024B4	\$ 343,862		\$ 343,862	2/27/2023	\$ 340,000	\$ 3,862		\$ 340,000													ACTIVE	In progress	
FWHS	F WARDE HS-KNAPPS TENNIS & BASKET-2	024B5	\$ 418,362		\$ 418,362	2/27/2023	\$ 400,000	\$ 18,362		\$ 400,000													ACTIVE	BOS approved design contract	
HH	Holland Hill Expansion	25057016	\$ 18,540,500	\$ (3,415,943)	\$ 15,124,557	8/29/2016/06/27/2017	\$ 14,851,883	\$ 272,674	\$ 14,851,883														ACTIVE	Completed waiting on state Audit	
Sherman	Sherman School Expansion	25353300	\$ 3,200,000	\$ (480,000)	\$ 2,720,000	4/23/2018	\$ 2,441,083	\$ 278,917	\$ 2,441,083														ACTIVE	Completed waiting on state Audit	
Osborn	Osborne Hill Roof Replacement	OROOF	\$ 1,409,046	\$ (243,520)	\$ 1,165,526	2/24/2020	\$ 759,100	\$ 406,426	\$ 759,100														ACTIVE	Completed waiting on state Audit	
FWHS	Fairfield Warde Air Conditioner	WHSAC	\$ 1,500,000		\$ 1,500,000	2/24/2020	\$ 1,100,000	\$ 400,000	\$ 1,100,000														ACTIVE	Almost complete.	
RLMSSherMc	Roof Projects-RLMS & Sherman/McKinley	ROOFS	\$ 2,991,607	\$ (557,212)	\$ 2,434,395	10/25/2021	\$ 2,391,607	\$ 42,788	\$ 2,391,607														ACTIVE	RLMS Final submission was made to the state and is waiting for review. Mckinley on hold	
Districtwide	Air Conditioning at Schools-Phase 1	FY226	\$ 39,104,000	\$ (8,562,408)	\$ 30,541,592	5/23/2022/12/18/2023/	\$ 11,153,717	\$ 19,387,875	\$ 1,153,717		\$ 10,000,000		\$ 10,000,000	\$ 9,387,875									ACTIVE	In Progress	
Riverfield	Roof Replacement- Sherman and Riverfield - River only	RIVER	\$ 1,565,110	\$ (406,929)	\$ 1,158,181	10/24/2022	\$ -	\$ 1,158,181	\$ -			\$ 850,000											ACTIVE	Completed waiting on state Audit; Other financing sources of 26% assumed for reimbursement from the state.	
Sherman	Roof Replacement- Sherman and Riverfield Sherman only	SHERM	\$ 1,916,647	\$ (498,328)	\$ 1,418,319	10/24/2022/1/29/23	\$ -	\$ 1,418,319	\$ -				\$ 1,200,000										ACTIVE	Completed waiting on state Audit; Other financing sources of 26% assumed for reimbursement from the state.	
Burr	Roof Replacement	25857005	\$ 1,542,150	\$ (400,959)	\$ 1,141,191	3/22/2021	\$ 1,542,150	\$ (400,959)	\$ 1,542,150				\$ -										ACTIVE	Completed waiting on state Audit	
Ludlow	Ludlow HS School Bathroom Renovation	25857007	\$ 3,172,000		\$ 3,172,000	03/22/2021/11/29/2023	\$ 2,111,000	\$ 1,061,000	\$ 2,111,000				\$ -	\$ 1,061,000									ACTIVE	Bids reviewed and awarded. Work to begin 6/15/2024	
Dist.	AC Project Preconstruction Phases II-V	FPSAC	\$ 973,090	\$ -	\$ 973,090	11/29/2023	\$ -	\$ 973,090				\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	With HVAC/IAQ BC. Design firm has been engaged.	
Holland Hill	Partial Roof Replacement	266HOLLH	\$ 1,863,680	\$ (458,091)	\$ 1,405,589	10/23/2023	\$ -	\$ 1,405,589				\$ 900,000		\$ 1,405,589	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	Work has been bid and awarded. Actual work to start in June.	
North Stratfield	Roof Replacement Project	266NSTRT	\$ 4,422,800	\$ (1,087,120)	\$ 3,335,680	10/23/2023	\$ -	\$ 3,335,680				\$ 1,500,000		\$ 3,335,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	Work has been bid and awarded. Actual work to start in June.	
Roger Sherman	Boiler/Burner Replacement	228SHBLR	\$ 1,048,706	\$ -	\$ 1,048,706	11/29/2023	\$ -	\$ 1,048,706				\$ 500,000		\$ 1,048,706	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	BOS approved design contract	
	Total Authorized & Unissued		\$ 93,924,514	\$ (16,609,927)	\$ 77,314,587		\$ 46,016,217	\$ 31,298,370	\$ 31,928,217	\$ -	\$ 14,088,000	\$ 4,950,000	\$ 10,900,000	\$ 16,238,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Non-recurring Capital < \$1mm																									
Districtwide	Aboveground Storage Tank (AST) Replacements (Design)		\$ 329,956	\$ -	\$ 329,956							\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 309,956	\$ -	\$ -	\$ -	\$ -				
Burr	Entrance Vestibule Project		\$ 672,998	\$ (165,422)	\$ 507,576							\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,325	\$ 468,251	\$ -	\$ -	\$ -	\$ -			
Burr	Elevator		\$ 687,115	\$ -	\$ 687,115							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 687,115	\$ -	\$ -	\$ -			
McKinley	Entrance Vestibule Project		\$ 543,228	\$ (133,525)	\$ 409,703							\$ -	\$ -	\$ 35,425	\$ 374,278	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
North Stratfield	Entrance Vestibule Project													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			we have been advised that the additional funds requested for the 3 vestibule projects that were in the BOE "2024/2025 Capital and Non-recurring Projects" book and on the BOE Cash flow as of October 2023, will no longer be needed. So we have zeroed out the amounts for the 3 NRC projects that total \$453,550.	
Osborn Hill	Entrance Vestibule Project																							we have been advised that the additional funds requested for the 3 vestibule projects that were in the BOE "2024/2025 Capital and Non-recurring Projects" book and on the BOE Cash flow as of October 2023, will no longer be needed. So we have zeroed out the amounts for the 3 NRC projects that total \$453,550.	
Roger Sherman	Entrance Vestibule Project		\$ 543,228	\$ (133,525)	\$ 409,703							\$ -	\$ -	\$ 35,425	\$ 374,278	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Stratfield	Front façade and Cornice Wall Painting		\$ 648,050	\$ -	\$ 648,050							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,178	\$ 612,872	\$ -	\$ -			
Stratfield	HVAC BMS Controls Upgrade		\$ 383,365	\$ -	\$ 383,365							\$ -	\$ -	\$ 25,000	\$ 358,365	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Stratfield	Elevator Replacement (1)		\$ 575,048	\$ -	\$ 575,048							\$ -	\$ -	\$ 37,500	\$ 537,548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Stratfield	Entrance Vestibule Project		\$ 656,310	\$ (161,320)	\$ 494,990							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,350	\$ 456,640	\$ -	\$ -	\$ -			
ECC	Location 1		\$ 443,857	\$ -	\$ 443,857							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 418,857	\$ -	\$ -			

Town of Fairfield Capital Plan										Cash Flow Timing (Bond or BAN)													Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	
ECC	Location 2	\$ 443,857	\$ -	\$ 443,857								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 418,857	\$ -	\$ -		we have been advised that the additional funds requested for the 3 vestibule projects that were in the BOE "2024/2025 Capital and Non-recurring Projects" book and on the BOE Cash flow as of October 2023, will no longer be needed. So we have zeroed out the amounts for the 3 NRC projects that total \$453,550.
FWMS	Entrance Vestibule Project												\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
RLMS	Fire Alarm Replacement	\$ 404,798	\$ -	\$ 404,798								\$ -	\$ 27,375	\$ 377,423	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TMS	Elevator Replacement (#2)	\$ 749,347	\$ -	\$ 749,347								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 749,347	\$ -	\$ -		
FLHS	Partial Roof Replacement	\$ 223,332	\$ (54,895)	\$ 168,437								\$ -	\$ 7,194	\$ 161,243	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FWHS	Replace Boiler/Burner	\$ 356,517	\$ -	\$ 356,517								\$ -	\$ 356,517	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FWHS	Partial Roof Replacement	\$ 223,332	\$ (54,895)	\$ 168,437								\$ -	\$ 7,194	\$ 161,243	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Total - Non-recurring Capital < \$1mm	\$ 7,884,338	\$ (703,582)	\$ 7,180,756		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,280	\$ 833,259	\$ 1,644,469	\$ 20,000	\$ 387,631	\$ 974,891	\$ 2,309,354	\$ 612,872	\$ -		
Capital > \$1mm																							
Tom.	A/C Phase Two (Tomlinson Middle School)	\$ 2,512,440	\$ (617,556)	\$ 1,894,884								\$ -	\$ 947,442	\$ 947,442	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FLHS	A/C Phase Three (Fairfield Ludlowe High School)	\$ 24,436,356	\$ (6,006,432)	\$ 18,429,924								\$ -	\$ -	\$ 6,143,308	\$ 6,143,308	\$ 6,143,308	\$ -	\$ -	\$ -	\$ -	\$ -		
WFC	A/C Phase Four (Walter Fitzgerald)	\$ 2,650,337	\$ (651,450)	\$ 1,998,887								\$ -	\$ -	\$ -	\$ -	\$ 1,998,887	\$ -	\$ -	\$ -	\$ -	\$ -		
FWHS	A/C Phase Five (Fairfield Warde High School)	\$ 29,425,444	\$ (7,232,745)	\$ 22,192,699								\$ -	\$ -	\$ -	\$ -	\$ 7,397,566	\$ 7,397,566	\$ 7,397,567	\$ -	\$ -	\$ -		
Districtwide	PV System Replacements &/or Upgrades	\$ 514,631	\$ -	\$ 514,631								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 514,631		
Districtwide	Tunnel Asbestos Abatement and Reinsulation Project (seed money)	\$ 1,897,247	\$ -	\$ 1,897,247								\$ -	\$ -	\$ -	\$ -	\$ 115,000	\$ 1,782,247	\$ -	\$ -	\$ -	\$ -		
Dwight	Renovation Project or New	\$ 60,719,193	\$ (8,982,090)	\$ 51,737,103								\$ -	\$ 1,935,493	\$ -	\$ 16,600,537	\$ 16,600,537	\$ 16,600,536	\$ -	\$ -	\$ -	\$ -		
Jennings	Additions and alterations (Scope To Be Determined)	\$ 37,650,154	\$ (9,254,370)	\$ 28,395,784								\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000	\$ 13,097,892	\$ 13,097,892	\$ -	\$ -		
McKinley	Roof Project	\$ 1,755,819	\$ (431,579)	\$ 1,324,240								\$ -	\$ 1,324,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
McKinley	Boiler/Burner Replacement	\$ 1,477,441	\$ -	\$ 1,477,441								\$ -	\$ -	\$ -	\$ -	\$ 89,554	\$ 1,387,887	\$ -	\$ -	\$ -	\$ -		
Osborn Hill	Additions and Renovations enclose walkway between bldg and annex	\$ 6,580,214	\$ (1,617,410)	\$ 4,962,804								\$ -	\$ -	\$ -	\$ -	\$ 398,854	\$ 4,563,950	\$ -	\$ -	\$ -	\$ -		
Riverfield	Partial Roof Replacement	\$ -	\$ -	\$ -								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Roger Sherman	Partial Roof Replacement	\$ -	\$ -	\$ -								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Stratfield	Roof Replacement Project	\$ 1,317,666	\$ (323,881)	\$ 993,785								\$ -	\$ 42,447	\$ 951,338	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FWMS	Window & Siding Replacement	\$ 1,464,726	\$ -	\$ 1,464,726								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,500	\$ 1,382,226	\$ -	\$ -		
FWMS	Renovate Student Bathrooms	\$ 1,510,412	\$ -	\$ 1,510,412								\$ -	\$ -	\$ -	\$ 1,510,412	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FWMS	Boiler/Burner Replacement	\$ 1,163,440	\$ -	\$ 1,163,440								\$ -	\$ 78,679	\$ 1,084,761	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Tomlinson	Partial Roof Replacement	\$ 1,331,081	\$ (327,178)	\$ 1,003,903								\$ -	\$ -	\$ -	\$ -	\$ 38,282	\$ 965,621	\$ -	\$ -	\$ -	\$ -		
Tomlinson	Boiler/Burner Replacement	\$ 1,467,172	\$ -	\$ 1,467,172								\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,731	\$ 1,381,441	\$ -	\$ -	\$ -		
FLHS	Artificial Turf Replacement	\$ 1,649,779	\$ -	\$ 1,649,779								\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 1,549,779	\$ -	\$ -	\$ -		
FWHS	Renovate Bathrooms	\$ 2,301,585	\$ -	\$ 2,301,585								\$ -	\$ -	\$ -	\$ -	\$ 144,703	\$ 2,156,882	\$ -	\$ -	\$ -	\$ -		
FWHS	New Window Project	\$ 6,248,272	\$ (1,535,819)	\$ 4,712,453								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,712,453		
FWHS	Artificial Turf Replacement	\$ 1,649,779	\$ -	\$ 1,649,779								\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 1,549,779	\$ -	\$ -	\$ -		
Total > \$1mm		\$ 189,723,188	\$ (36,980,510)	\$ 152,742,678		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,328,301	\$ 9,126,849	\$ 24,398,960	\$ 35,138,870	\$ 38,083,096	\$ 21,959,400	\$ 14,480,118	\$ -	\$ 5,227,084		
Total CNR and Capital > \$1M		\$ 197,607,526	\$ (37,684,092)	\$ 159,923,434		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,726,581	\$ 9,960,108	\$ 26,043,429	\$ 35,158,870	\$ 38,470,727	\$ 22,934,291	\$ 16,789,472	\$ 612,872	\$ 5,227,084		
Total BOE - including previously authorized		\$ 291,532,040	\$ (54,294,019)	\$ 237,238,021		\$ 46,016,217	\$ 31,298,370	\$ 31,928,217	\$ -	\$ 14,088,000	\$ 4,950,000	\$ 10,900,000	\$ 20,965,431	\$ 9,960,108	\$ 26,043,429	\$ 35,158,870	\$ 38,470,727	\$ 22,934,291	\$ 16,789,472	\$ 612,872	\$ 5,227,084		
WPCA. - Funded by Town																							
Non-recurring Capital < \$1mm																							
Total < \$1mm																							
Capital > \$1mm													\$ -	\$ -									
	Inflow and Infiltration (I/I) Improvements Program - Phase V	\$ -		\$ -		\$ -	\$ -																
																						Prepared by Woodard & Curran - High Priority will be addressed in FY25 and 26, medium and Low in the following years. See attached draft report summary. FY25-29 will be funded by WPCA. FY30 and afterwards will be funded by town. Total project cost was reduced by \$680,000 due to a review of the equipment listed in the report and determined as already repaired/replaced. So those costs were removed.	
	Plant equipment improvements - Phase 3	\$ 7,703,333		\$ 7,703,333													\$ 3,851,667	\$ 3,851,667					
	Center Street Pump Station	\$ -		\$ -																			
	Center Street Pump Station Force Main	\$ -		\$ -																			
	Pine Creek Pump Station	\$ -		\$ -																			

Town of Fairfield Capital Plan										Cash Flow Timing (Bond or BAN)														Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account		
Pine Creek Pump Station Force Main		\$ -		\$ -																				
Mill Hill Pump Station		\$ -		\$ -																				
Mill Hill Pump Station Force Main		\$ -		\$ -																				
Toll House Pump Station		\$ -		\$ -																			Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.	
Toll House Pump Station Force Main		\$ -		\$ -																			Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.	
Willow Street Pump Station		\$ 2,115,433		\$ 2,115,433													\$ 2,115,433							
Willow Street Pump Station Force Main		\$ 1,250,616		\$ 1,250,616													\$ 1,250,616							
Eastfield Drive Pump Station		\$ 1,436,518		\$ 1,436,518														\$ 1,436,518					Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.	
Eastfield Drive Pump Station Force Main		\$ 1,115,414		\$ 1,115,414														\$ 1,115,414					Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.	
Kings Highway Trunk Design		\$ -		\$ -																				
Kings Highway Trunk Construction		\$ 5,000,000		\$ 5,000,000													\$ 5,000,000							
Ruane and Thorpe Pipe Replacement		\$ -		\$ -																				
Total > \$1mm						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$12,217,716	\$ 6,403,599	\$ -	\$ -	\$ -		
Total WPCA						\$ 18,621,314	\$ -	\$ 18,621,314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$12,217,716	\$ 6,403,599	\$ -	\$ -	\$ -		
Total Town, BOE & WPCA - Town Funded						\$ 592,232,785	\$ (101,370,458)	\$ 490,862,327	\$ 70,108,845	\$ 58,693,132	\$ 49,503,845	\$ 2,670,000	\$ 20,605,000	\$ 8,860,000	\$23,164,088	\$56,931,705	\$ 48,640,885	\$42,659,135	\$44,824,895	\$66,698,466	\$48,839,277	\$43,586,401	\$18,305,872	\$22,484,584
																	\$ (4,618,176)	Difference between Net to be bonded and amounts bonded/to be bonded						
WPCA - Funded by WPCA																								
Authorized:																								
																							Design 100 % complete, extra funding for construction based on consultant estimate approved- update this project approval cost 6.2 Million includes 750 K grant. Bids came in too high. Next Step: combine with East trunk sewer..	
WPCA/ENG	East Trunk Wetlands Crossing - Phase 1	80077	\$ 6,250,000	\$ (750,000)	\$ 5,500,000	3/27/2023	\$ 2,000,000	\$ 3,500,000		\$ 2,000,000	\$ 2,000,000		\$ 2,000,000	\$ 750,000	\$ 750,000									
WPCA/ENG	East Trunk Replacement Project	26457150	\$ 11,000,000	\$ (3,000,000)	\$ 8,000,000	5/22/2023	\$ 3,000,000	\$ 5,000,000		\$ 2,000,000	\$ 3,000,000		\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000							Combined with Phase 1. Under DECD Review.	
WPCA/ENG	Turney Creek/Riverside Dr Tide Gates - Sewer Siphon	26357050	\$ 400,000	\$ (400,000)	\$ -	5/22/2023	\$ -	\$ -															WPCA approved "up to amount" 940K but has final say. Only save 100K if using only 2 siphons, makes sense to approve the 3, which is in base bid.	
WPCA/ENG	Inflow and Infiltration (I/I) Improvements Program - Phase V - FY25 3 YR Authorization		\$ 4,500,000		\$ 4,500,000	4/29/2024		\$ 4,500,000				\$ 500,000	\$ 2,500,000	\$ 1,500,000									Prepared by wright-Pierce - FY 25 and 26 address Priority I and II - see attached report summary for Phase V; I&I Phase V design will be completed by Dec 2024, with construction bids Feb/March 2025; therefore we don't anticipate spending more than \$500K in FY25	
WPCA/ENG	Plant equipment improvements - Phase 1 FY25 3 YR authorization		\$ 18,670,000		\$ 18,670,000	4/29/2024		\$ 18,670,000				\$ 6,225,912	\$ 6,220,754	\$ 6,223,333									Prepared by Woodard & Curran - High Priority will be addressed in FY25 and 26, medium and Low in the following years. See attached draft report summary. FY25-29 will be funded by WPCA. FY30 and afterwards will be funded by town. Total project cost was reduced by \$685,000 due to a review of the equipment listed in the report and determined as already repaired/replaced. So those costs were removed. Bonded amount was changed to \$6,255,912 to round bond amount as per bond counsel.	
WPCA/ENG	Fairfield Beach Pump Station		\$ 5,681,988		\$ 5,681,988	4/29/2024		\$ 5,681,988					\$ 5,681,988										Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added. Based on the design schedule for the pump stations, we don't foresee any construction spending for Fairfield Beach station or force main until early FY26; so \$0 for FY25.	

Town of Fairfield Capital Plan																								
										Cash Flow Timing (Bond or BAN)														
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
WPCA/ENG	Fairfield Beach Pump Station Force Main		\$ 2,760,480		\$ 2,760,480	4/29/2024		\$ 2,760,480						\$ 2,760,480										Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added. Based on the design schedule for the pump stations, we don't foresee any construction spending for Fairfield Beach station or force main until early FY26, so \$0 for FY25.
Total Authorized			\$ 49,262,468	\$ (4,150,000)	\$ 45,112,468		\$ 5,000,000	\$ 40,112,468	\$ -	\$ 4,000,000	\$ 5,000,000	\$ -	\$ 10,725,912	\$ 18,913,222	\$ 9,473,333	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Non-recurring Capital < \$1mm																								
	TBD																							
	TBD																							
	TBD																							
	TBD																							
Total < \$1mm			\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Capital > \$1mm																								
	Inflow and Infiltration (I/I) Improvements Program - Phase V -FY 28 and FY29		\$ 3,000,000		\$ 3,000,000												\$ 1,500,000	\$ 1,500,000						
	Plant equipment improvements - Phase 2		\$ 7,811,667		\$ 7,811,667												\$ 3,960,000	\$ 3,851,667						
	Center Street Pump Station		\$ 4,221,234		\$ 4,221,234									\$ 4,221,234										Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Center Street Pump Station Force Main		\$ 3,233,488		\$ 3,233,488									\$ 3,233,488										Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Pine Creek Pump Station		\$ 3,979,692		\$ 3,979,692										\$ 3,979,692									Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Pine Creek Pump Station Force Main		\$ 1,023,678		\$ 1,023,678										\$ 1,023,678									Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Mill Hill Pump Station		\$ 6,859,918		\$ 6,859,918											\$ 6,859,918								Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Mill Hill Pump Station Force Main		\$ 8,417,198		\$ 8,417,198											\$ 8,417,198								Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Toll House Pump Station		\$ 2,501,231		\$ 2,501,231													\$ 2,501,231						Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Toll House Pump Station Force Main		\$ 2,366,030		\$ 2,366,030													\$ 2,366,030						Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Willow Street Pump Station		\$ -		\$ -																			funded by town
	Willow Street Pump Station Force Main		\$ -		\$ -																			funded by town
	Eastfield Drive Pump Station		\$ -		\$ -																			funded by town
	Eastfield Drive Pump Station Force Main		\$ -		\$ -																			funded by town
	Kings Highway Trunk Design		\$ 2,000,000		\$ 2,000,000													\$ 2,000,000						
	Kings Highway Trunk Construction		\$ 5,000,000		\$ 5,000,000													\$ 5,000,000						I think this should be move this to FY30since the design is placed in FY29. If we move FY30 it will be moved up to funded by town section.
	Ruane and Thorpe Pipe Replacement		\$ 2,000,000		\$ 2,000,000									\$ 2,000,000										
Total > \$1mm			\$ 52,414,136	\$ -	\$ 52,414,136		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,454,722	\$ 7,003,370	\$ 20,737,116	\$ 17,218,928	\$ -	\$ -	\$ -	\$ -	\$ -		
Total WPCA - WPCA Funded			\$ 101,676,604	\$ (4,150,000)	\$ 97,526,604		\$ 5,000,000	\$ 40,112,468	\$ -	\$ 4,000,000	\$ 5,000,000	\$ -	\$ 10,725,912	\$ 26,367,944	\$ 16,476,703	\$ 21,737,116	\$ 17,218,928	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL BONDED DEBT			\$ 693,909,389	\$ (105,520,458)	\$ 588,388,931		\$ 75,108,845	\$ 98,805,600	\$ 49,503,845	\$ 6,670,000	\$ 25,605,000	\$ 8,860,000	\$ 33,890,000	\$ 83,299,649	\$ 65,117,588	\$ 64,396,251	\$ 62,043,823	\$ 66,698,466	\$ 48,839,277	\$ 43,586,401	\$ 18,305,872	\$ 22,484,584		
Total to Be Bonded - FY 25-34			\$ 508,661,910					\$ (4,618,176) Differences in authorized debt in Town and BOE																
WPCA Total																								
	East Trunk Wetlands Crossing - Phase 1		\$ 6,250,000	\$ (750,000)	\$ 5,500,000		\$ 2,000,000	\$ 3,500,000		\$ 2,000,000	\$ 2,000,000		\$ 2,000,000	\$ 750,000	\$ 750,000									
	East Trunk Replacement Project		\$ 11,000,000	\$ (3,000,000)	\$ 8,000,000		\$ 3,000,000	\$ 5,000,000		\$ 2,000,000	\$ 3,000,000		\$ 2,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000								
	Turney Creek/Riverside Dr Tide Gates - Sewer Siphon		\$ 400,000	\$ (400,000)	\$ -		\$ -	\$ -																
	Inflow and Infiltration (I/I) Improvements Program - Phase V - FY25 3 YR Authorization		\$ 4,500,000		\$ 4,500,000			\$ 4,500,000					\$ 500,000	\$ 2,500,000	\$ 1,500,000									
	Plant equipment improvements - Phase 1 FY25 3 YR authorization		\$ 18,670,000		\$ 18,670,000			\$ 18,670,000					\$ 6,225,912	\$ 6,220,754	\$ 6,223,333									

Town of Fairfield Capital Plan																							
										Cash Flow Timing (Bond or BAN)													
Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
Fairfield Beach Pump Station		\$ 5,681,988		\$ 5,681,988			\$ 5,681,988						\$ 5,681,988										
Fairfield Beach Pump Station Force Main		\$ 2,760,480		\$ 2,760,480			\$ 2,760,480						\$ 2,760,480										
Inflow and Infiltration (I/I) Improvements Program - Phase V -FY 28 and FY29		\$ 3,000,000		\$ 3,000,000											\$ 1,500,000	\$ 1,500,000							
Plant equipment improvements - Phase 2		\$ 7,811,667		\$ 7,811,667											\$ 3,960,000	\$ 3,851,667							
Plant equipment improvements - Phase 3		\$ 7,703,333		\$ 7,703,333													\$ 3,851,667	\$ 3,851,667					
Center Street Pump Station		\$ 4,221,234	\$ -	\$ 4,221,234		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 4,221,234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Center Street Pump Station Force Main		\$ 3,233,488	\$ -	\$ 3,233,488		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 3,233,488	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pine Creek Pump Station		\$ 3,979,692	\$ -	\$ 3,979,692		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 3,979,692	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pine Creek Pump Station Force Main		\$ 1,023,678	\$ -	\$ 1,023,678		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 1,023,678	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Mill Hill Pump Station		\$ 6,859,918	\$ -	\$ 6,859,918		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 6,859,918	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Mill Hill Pump Station Force Main		\$ 8,417,198	\$ -	\$ 8,417,198		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 8,417,198	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Toll House Pump Station		\$ 2,501,231	\$ -	\$ 2,501,231		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 2,501,231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Toll House Pump Station Force Main		\$ 2,366,030	\$ -	\$ 2,366,030		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 2,366,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Willow Street Pump Station		\$ 2,115,433	\$ -	\$ 2,115,433		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,115,433	\$ -	\$ -	\$ -	\$ -	\$ -	
Willow Street Pump Station Force Main		\$ 1,250,616	\$ -	\$ 1,250,616		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250,616	\$ -	\$ -	\$ -	\$ -	\$ -	
Eastfield Drive Pump Station		\$ 1,436,518	\$ -	\$ 1,436,518		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,436,518	\$ -	\$ -	\$ -	\$ -	
Eastfield Drive Pump Station Force Main		\$ 1,115,414	\$ -	\$ 1,115,414		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,115,414	\$ -	\$ -	\$ -	\$ -	
Kings Highway Trunk Design		\$ 2,000,000	\$ -	\$ 2,000,000		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Kings Highway Trunk Construction		\$ 10,000,000	\$ -	\$ 10,000,000		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	
Ruane and Thorpe Pipe Replacement		\$ 2,000,000	\$ -	\$ 2,000,000		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ 120,297,918	\$ (4,150,000)	\$ 116,147,918		\$ 5,000,000	\$ 40,112,468	\$ -	\$ 4,000,000	\$ 5,000,000		\$ 10,725,912	\$ 26,367,944	\$ 16,476,703	\$ 21,737,116	\$ 17,218,928	\$ 12,217,716	\$ 6,403,599	\$ -	\$ -	\$ -		

Town of Fairfield Capital Plan									Cash Flow Timing (Bond or BAN)																
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes	
Town	Authorized Projects:																								
DPW	BURR MANSION KITCHEN UPGRADE 20YR	018T2	\$ -	\$ -	\$ -	2/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INACTIVE		
DPW	TRANSFER STATION RENOVATION - 20YR	021T1	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
DPW	SENIOR CENTER DESIGN - 20 YR	021T3	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
DPW	INDEPENDENCE HALL BOILER - 20YR	021T7	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED		
DPW	TRANSFER STA TRASH COMPACTORS 20YR	021T8	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED		
DPW	INDY HALL OFFICE RENOVATION-20 YEAR	022T1	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ (200,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	moved remaining authorized to FY25 since project in process. \$400K spent
DPW	TOWNWIDE FACILITY AUDIT-20 YEAR	022T2	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
DPW	Town-wide Facility Upgrades - Phase 1	FY221	\$ -	\$ -	\$ -	5/23/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 974,889	\$ (974,889)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	remaining authorized was shifted to FY25 because project is in process
DPW	Transfer Station Repairs	FY224	\$ -	\$ -	\$ -	5/23/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
DPW	Capital Equipment- Phase 2	26557010	\$ -	\$ -	\$ -	6/26/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (622,000)	\$ 622,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	not bonding entire amount authorized in FY25. Split into 2 years based on equipment ordered
DPW	Barnacle Work Boat - Marina	025T2	\$ -	\$ -	\$ -	3/25/2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (350,000)	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		wont be ready in FY25 so moved authorized amount to FY26	
DPW/CON	Tidegate and Flood Control Structural Repair and Replacements Plan- 5 Year Plan - Phase 1		\$ -	\$ -	\$ -	4/29/2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
ENG	HULLS FARM RD BRIDGE DESIGN 20YR	018T1	\$ -	\$ -	\$ -	2/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	ROOSTER RIVER BANK STABILIZE 20Y	018T3	\$ -	\$ -	\$ -	2/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	H SMITH RICH PUMP STATION 20YR	018T4	\$ -	\$ -	\$ -	2/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED		
ENG	S BENSON MARINA DREDGING 10YR	018T5	\$ -	\$ -	\$ -	2/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	SOUTHPORT SIDEWALK CONNECTIVITY-20Y	020T1	\$ -	\$ -	\$ -	2/25/2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	GRASMERE AVE PED IMPROVEMENT-20YR	020T2	\$ -	\$ -	\$ -	2/25/2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	CONGRESS BRIDGE REPAIR-20YR	020T3	\$ -	\$ -	\$ -	2/25/2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	BROOKSIDE DR BRIDGE DESIGN-20YR	020T4	\$ -	\$ -	\$ -	2/25/2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (188,159)	\$ 188,159	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	shifted to FY26 as not ready to be spent in FY25	
ENG	STRATFIELD PED STREETScape-20 YR	020T6	\$ -	\$ -	\$ -	2/25/2019/ 4/29/24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	KINGS HIGHWAY PHASE III DESIGN 20YR	021T2	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	BRONSON RD ARCH TO BOX CULVERT 20YR	021T4	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	STORM SYSTEM IMPROVEMENTS - 20YR	021T5	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	ROOSTER RIVER DET AREA STUDY 20YR	021T6	\$ -	\$ -	\$ -	2/24/2020	\$ 10,000	\$ (10,000)	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	Revised the amount previously bonded ; no effect on future bonding	
ENG	TOWNWIDE GUIDE RAIL/FENCING-20 YEAR	022T5	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	FLOOD CONTROL STUDY-20 YEAR	022T4	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	BLACK ROCK TNPk DESIGN-20 YEAR	022T6	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	ROAD SAFETY IMPROVEMENT-20 YEAR	022T7	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
ENG	CONGRESS ST BRIDGE DESIGN-20 YEAR	022T8	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (100,000)	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	only bonding \$50K in FY25, moved the rest to FY26, per discussions with engineering	
ENG	REEF RD CULVERT REPAIR-20 YEAR	022T9	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ (100,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	shifted remaining authorization from FY26 to FY25 per discussions with engineering	
ENG	UNDERWATER BRIDGE INSPECTION-10YR	023T1	\$ -	\$ -	\$ -	3/1/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		

Town of Fairfield Capital Plan																								
										Cash Flow Timing (Bond or BAN)														
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
ENG/Cons	PINE CREEK-MCCLEARY TIDEGATE-20YEAR	023T3	\$ -	\$ -	\$ -	3/1/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
ENG	RIVERSIDE CREEK TIDEGATE-20 YEAR	023T4	\$ -	\$ -	\$ -	3/1/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
ENG	RESILIENCY-JENNINGS BEACH-20 YEAR	023T5	\$ -	\$ -	\$ -	3/1/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
ENG	GUIDERAIL REPAIRS PHASE 2- 20 YEAR	024T1	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	shifted remaining authorization from FY26 to FY25 per discussions with engineering. This will be a note in FY25
ENG	STRATFIELD RD DESIGN (RSA)- 20 YEAR	024T2	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	shifted remaining authorization from FY26 to FY25 per discussions with engineering. This will be a note in FY25
ENG	DESIGN- POST RD & JUG HANDLE-20 YEA	024T3	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	shifted remaining authorization from FY26 to FY25 per discussions with engineering. This will be a note in FY25
ENG	ROUND HILL RD & REEF SIDEWALKS-20 Y	024T4	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,298	\$ (111,298)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	shifted remaining authorization from FY26 to FY25 per discussions with engineering
ENG	LOWER WHARF/FISHING PIER-20 YEAR	024T5	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	shifted remaining authorization from FY26 to FY25 per discussions with engineering. This will be a note in FY25
ENG	Kings Highway Pedestrian LOTCIP Grant- PEDESTRIAN IMPROVEMENTS - PHASE 3 (commerce)	22557049	\$ -	\$ -	\$ -	5/22/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
ENG	Commerce Dr/ Kings Highway Imp	22557048	\$ -	\$ -	\$ -	11/2013/ 10/27/2014/ 09/25/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
ENG	Commerce Drive Bridge Construction	22757036	\$ -	\$ -	\$ -	2/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
ENG	Commerce Drive Sidewalk design and row	22757048	\$ -	\$ -	\$ -	4/25/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
ENG	Valley Road Bridge	24257016	\$ -	\$ -	\$ -	9/25/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
ENG	Tide gate system (Railroad bridge)	FY223	\$ -	\$ -	\$ -	5/23/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
ENG/CONS	Turney Creek/Riverside Dr Tide Gates	26357160	\$ -	\$ -	\$ -	5/22/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ (250,000)	\$ (750,000)	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	Changed FY25 amount from 1M to 2M and revised other FY accordingly to reconcile to total: 1M will be a Note
ENG	Oldfield Road Bridge Design	025T3	\$ -	\$ -	\$ -	3/25/2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (570,000)	\$ 570,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Shifted CNRFY25 authorization from FY25 to FY26 as it wont be ready to spend in FY25
ENG	Wakeman Lane/Old Rd. Bridge Construct.	025T4	\$ -	\$ -	\$ -	3/25/2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432,500	\$ (432,600)	\$ 432,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Converted to a ban for FY25 and a possible bond in FY26; amt in ban changed to round total ban amount as per Bond Counsel.
ENG	KHW Greens Farm Road Bridge	025T5	\$ -	\$ -	\$ -	3/25/2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432,500	\$ (432,600)	\$ 432,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Converted to a ban for FY25 and a possible bond in FY26; amt in ban changed to round total ban amount as per Bond Counsel.
ENG	Meadow Brook Road Sound Barrier	025T6	\$ -	\$ -	\$ -	3/25/2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ (350,000)	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Converted to a ban for FY25 and a possible bond in FY26; amt in ban changed to round total ban amount as per Bond Counsel.
ENG	McKinley School-Knapps Highway Neighborhood Connectivity	025T7	\$ -	\$ -	\$ -	3/25/2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ (150,000)	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Converted to a ban for FY25 and a possible bond in FY26; amt in ban changed to round total ban amount as per Bond Counsel.
ENG	Traffic Signal Improvements -for New Signal and repairs, upgrades and ADA Compliance - Years 2-5- Phase 1		\$ -	\$ -	\$ -	4/29/2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000	\$ (400,000)	\$ (700,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		increased FY25 amount from \$400k to \$1.5M as per discussions eith engineering and revised other fiscal years to reconcile to total.
ENG	BETA Sidewalk Capital Improvement Plan - Phase 1		\$ (240,000)	\$ 240,000	\$ -	4/29/2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ (80,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		increased FY25 amount and lowered FY27 by same amount
FD	FIRE STATION REHABILATION 20YR	021TA	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
FD	FIRE PUMPER LSN 11-20 YEAR	022TA	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
FD	SCBA-FIRE APPARATUS-10 YEAR	023TA	\$ -	\$ -	\$ -	3/1/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
FD	PUMPER-LSN 14-20 YEAR	024T6	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	was advised that entire remaining authorized will be spent so I increased the FY25 amount
FD	Shop Truck Replacement	025T1	\$ -	\$ -	\$ -	3/25/2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,000	\$ (130,000)	\$ 130,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Changed from Bond to Ban in FY25 and kept same amount in FY26 as a possible rollover to a bond
IT	IT-LAND USE & PERMTNG INSP SYS 10YR	021T9	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
PD	POLICE DEPT-HVAC- 20 YEAR	022T3	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
PD	Radio System (Infrastructure and Public Safety Users)	FY222	\$ -	\$ -	\$ -	5/23/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
P&R	TOMLINSON ARTIFICIAL TURF 10YR	018T6	\$ -	\$ -	\$ -	2/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED	
P&R	GOLF COURSE RENO-HSR-20YR	020T5	\$ -	\$ -	\$ -	2/25/2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
P&R	HSR GOLF COURSE RENOVATION 10YR	021TB	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
P&R	POST-TENSION TENNIS COURT-TMLS 20YR	021TC	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED	
P&R	LAKE MOHEGAN SPLASH PAD REPLACE-20	022TD	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	

Town of Fairfield Capital Plan																								
							Cash Flow Timing (Bond or BAN)																	
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
P&R	PINE CREEK PARK PLAYGROUND-20 YEAR	022TC	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,901	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	Added remaining authorized to FY 25 bond as this project is complete and spent.
P&R	LAKE MOHEGAN-RESTORATION STORM-20YR	023T6	\$ -	\$ 375,000	\$ 375,000	3/1/2022	\$ -	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	Other financing sources of \$375,000 was denied by FEMA. Should be spent in FY25
P&R	TENNIS CENTER LIGHT REPLACE-20YEAR	023T7	\$ -	\$ -	\$ -	3/1/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
P&R	POST-TENSION TENNIS-DWIGHT-20 YEAR	023T8	\$ -	\$ -	\$ -	3/1/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
P&R	JACKY DURRELL PAV UPGRADES-20 YEAR	023T9	\$ -	\$ -	\$ -	3/1/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
P&R	HSR DRIVING RANGE UPGRADES-20 YEAR Phase 1	024T7	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000	\$ (275,000)	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	Changed from Bond to Ban in FY25 and kept same amount in FY26 as a possible rollover to a bond
P&R	POST-TENSION TENNIS CRT- FFLD WOODS	024T8	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
P&R	TUNXIS HILL PICKLEBALL COURTS-20 YR	024T9	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,000	\$ 270,000	\$ 105,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	Project is complete so bonding/Ban entire authorized amount.
P&R	Roger Ludlowe Middle School Turf	FY225	\$ -	\$ -	\$ -	5/23/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
P&R	HSR Driving Range - Phase 2	025T8	\$ -	\$ -	\$ -	3/25/2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000	\$ (275,000)	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Changed from Bond to Ban in FY25 and kept same amount in FY26 as a possible rollover to a bond
	Total Authorized		\$ (240,000)	\$ 615,000	\$ 375,000		\$ 10,000	\$ 365,000	\$ 10,000	\$ -	\$ -	\$ 3,910,000	\$ 450,729	\$ 2,394,172	\$ (780,000)	\$ (450,000)	\$ (750,000)	\$ -	\$ -	\$ -	\$ -	\$ -		
									bond total						Difference between Net to be bonded and amounts bonded/to be bonded									
Non-recurring Capital < \$1mm to be Bonded																								
DPV	Transfer station canopy		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Hulls Farm Road Bridge Construction		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Southport Median Grant Design		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Sturges Bridge Design		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Update to 2015 Master Plan for Flood Protection, Climate Resilience and Erosion Control		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Storm System Improvements for various Neighborhoods		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Morehouse Highway Bridge culverts design		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	SOUTHPORT SIDEWALK CONNECTIVITY-20Y		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Downtown Resiliency - Phase 2 Design		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Downtown Resiliency - Phase 3 Design		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Downtown Resiliency - Phase 4 Design		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FD	Fire Station Rehabilitation Years 4 and 5		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FD	Marine 217		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FD	Car3		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
PD	Police Department Rehabilitation - Years 2 and 3		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Dog Park (Location TBD)		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Lake Mohegan Concession/Water Park		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Lake Mohegan Playground Replacement		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Beach Parking Kiosks		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Grasmere Playground Replacement		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Rugby Park Playground Replacement		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Knapps Park Playground Replacement		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Hook and Ladder Playground Replacement		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Veterans Park Playground Replacement		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Veres Park Playground Replacement		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Owen Fish Playground Replacement		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Oldfield Playground Replacement		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Ash Creek Playground Replacement		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Total < \$1mm		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Town of Fairfield Capital Plan																							
									Cash Flow Timing (Bond or BAN)														
Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
Capital > \$1mm to be Bonded																							
DPW	BETA Roadway Capital Improvement and ADA Compliance Plan - Phase 2	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
DPW	BETA Roadway Capital Improvement and ADA Compliance Plan - Phase 1	\$ -		\$ -				\$ -	\$ -	\$ -	\$ -	\$ (1,776,953)	\$ 127,815	\$ 153,468	\$ 1,495,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		moved the amounts over 1 fiscal year due to decision by all boards to not bond for paving
ENG	BETA Sidewalk Capital Improvement Plan - Phase 2	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Townwide Road Safety Improvements And NEW SIDEWALKS, COMPLETE STREETS	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
DPW/CON	Tidegate and Flood Control Structural Repair and Replacements Plan- 5 Year Plan - Phase 2	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
DPW	Capital Equipment - Phase 3	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
DPW	Capital Equipment - Phase 4	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
DPW	Capital Equipment - Phase 5	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
DPW	Town-wide Facility Upgrades (Priority IIA)	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
DPW	Town-wide Facility Upgrades (Based on Audit Recommendations)	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Rooster River - Phase 1 and II	\$ (5,574,000)	\$ 2,845,463	\$ (2,728,537)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ (456,000)	\$ (2,272,537)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Removed amounts previously allocated to FY26 and 27 and added \$2.5M to FY26 bond since ARPA funding was removed from Rooster River and reallocated. other financing sources includes \$2.5M state grant plus Bridgeport arpa funds of \$750K.
	Rooster River - Phase III and IV	\$ 6,250,000	\$ -	\$ 6,250,000				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Added second bond amount here. total project cost is \$12M
ENG	Kings Highway Pedestrian Improvements Phase III Construction	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Brookside Drive Bridge Construction	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Congress St. Bridge Construction	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Stratfield Road Pedestrian Improvement (RSA) - Construction	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Post Road & Jug Handle Pedestrian Improvement - Construction	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Traffic Signal Improvements -for New Signal and repairs, upgrades and ADA Compliance - Years 2-5- Phase 2	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Oldfield Road Bridge Construction	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Black Rock Turnpike	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Southport Median Grant Construction	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Sturges Bridge Construction	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Increase Resiliency - Jennings Beach	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Town of Fairfield Capital Plan									Cash Flow Timing (Bond or BAN)															
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
ENG	Downtown Resiliency		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Morehouse Highway Bridge Contruction		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	Brooklawn Parkway Retaining Wall Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	S. Benson Stormwater Pump Station - Design		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	S. Benson Stormwater Pump Station - Construction		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
ENG	S. Benson SW Pump Drainage Lines/Paving/Environmental		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FD	Apparatus Maintenance		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FD	Pumper - LSN 15		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FD	Pumper - LSN 16		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FD	Rescue 1 - LSN78		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FD	LSN 17		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FD	LSN 53		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FD	LSN 18		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Jennings Master Plan Upgrade		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	Dougiello Master Plan Upgrade		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P&R	South Benson Marina Dock Replacement - phase 3		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Town	Remediation Fill Pile Berm (\$8.76M)		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
T hall	Renovation/Addition Construction		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
O T Hall	Design/Upgrade/Renovation/Repair		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Town	Turner Property Renovation		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Total > \$1mm		\$ 676,000	\$ 2,845,463	\$ 3,521,463		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,776,953)	\$ (328,185)	\$ 4,130,931	\$ 1,495,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Total CNR and Capital > \$1M		\$ 676,000	\$ 2,845,463	\$ 3,521,463		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,776,953)	\$ (328,185)	\$ 4,130,931	\$ 1,495,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Total Town - including previously authorized		\$ 436,000	\$ 3,460,463	\$ 3,896,463		\$ 10,000	\$ 365,000	\$ 10,000	\$ -	\$ -	\$ 3,910,000	\$ (1,326,224)	\$ 2,065,987	\$ 3,350,931	\$ 1,045,670	\$ (750,000)	\$ -	\$ -	\$ -	\$ -	\$ -		
BOE																								
Authorized:																								
FWHS	FWHS LMC HVAC ROOFTOP 20YR	018B1	\$ -	\$ -	\$ -	2/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED	added remaining authorization less amount not spent
TMS	TOMLINSON MID ROOF REPLACE 20YR	018B2	\$ -	\$ -	\$ -	2/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED	
	SYSTEMWIDE SECURITY INFRASTRUC 5YR	018B3	\$ -	\$ -	\$ -	2/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INACTIVE	
	WHS ARTIFICIAL TURF REPLACE 10YR	018B4	\$ -	\$ -	\$ -	2/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED	
	FWHS BLAKE TENNIS COURT REPLACE 10Y	018B5	\$ -	\$ -	\$ -	2/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED	
	IT SWITCH REPLACE-PHASE 2-10YR	020B1	\$ -	\$ -	\$ -	2/25/2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED	
	IT SERVER NETWORK HVAC CONTROL-15YR	020B2	\$ -	\$ -	\$ -	2/25/2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED	
	SECURITY & SAFETY INFR-PHASE 5-20YR	020B3	\$ -	\$ -	\$ -	2/25/2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
Dwight	DWIGHTHVAC BMS CONTROL UPGRADE-15YR	020B4	\$ -	\$ -	\$ -	2/25/2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INACTIVE	
	FLHS TENNIS COURTS REPLACE-20YR	020B5	\$ -	\$ -	\$ -	2/25/2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	INACTIVE	
FWHS	FWHS FITTS HVAC RTU REPLACE-20YR	020B6	\$ -	\$ -	\$ -	2/25/2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED	
TMS	TOMLINSON MS FLOORING REPLACE-15YR	020B7	\$ -	\$ -	\$ -	2/25/2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED	
FWMS	FWMS ELEVATOR REPLCMT PROJECT 20 YR	021B1	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
RLMS	RLMS COOLING TOWER REPLC PROJ 10YR	021B2	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	CLOSED	
FLHS	FLHS EMERGENCY GENERATOR REPL 20YR	021B3	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
	RETRO REBALANCE SCHOOL MECH-20 YEAR	022B1	\$ -	\$ -	\$ -	3/22/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
Burr	BOILER BURNER REPLACE-BURR-20YEAR	023B1	\$ -	\$ -	\$ -	3/1/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
FLHS	ELEVATOR MODERNIZATION-FLHS-20YEAR	023B2	\$ -	\$ -	\$ -	3/1/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
Nstratfield	N STRATFIELD VESTIBULE- 20 YEAR	024B1	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	
Osborn	OSBORN HILL VESTIBULE-20 YEAR	024B2	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	

Town of Fairfield Capital Plan									Cash Flow Timing (Bond or BAN)															Status of Account	Explanation of Changes
Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034				
FWMS	FFLD WOODS MIDDLE VESTIBULE-20 YR	024B3	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
FWHS	FF WARDE HS BOILER REPLACE-20 YEAR	024B4	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
FWHS	F WARDE HS-KNAPPS TENNIS & BASKET-2	024B5	\$ -	\$ -	\$ -	2/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
HH	Holland Hill Expansion	25057016	\$ -	\$ -	\$ -	8/29/2016/06/27/2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
Sherman	Sherman School Expansion	25353300	\$ -	\$ -	\$ -	4/23/2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
Osborn	Osborne Hill Roof Replacement	OROOF	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
FWHS	Fairfield Warde Air Conditioner	WHSAC	\$ -	\$ -	\$ -	2/24/2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
RLMSSherMc	Roof Projects-RLMS & Sherman/McKinley	ROOFS	\$ -	\$ -	\$ -	10/25/2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE		
Districtwide	Air Conditioning at Schools-Phase 1	FY226	\$ -	\$ -	\$ -	5/23/2022/12/18/2023/	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(150,487)	150,487	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	shift to FY26	
Riverfield	Roof Replacement- Sherman and Riverfield - River only	RIVER	\$ -	\$ -	\$ -	10/24/2022	\$ -	\$ -	\$ -	\$ -	\$ -	850,000	(1,158,181)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	ban instead of bond amount; not sure if we will need the difference so I did not add it FY26 to be bonded since project is complete	
Sherman	Roof Replacement- Sherman and Riverfield Sherman only	SHERM	\$ -	\$ -	\$ -	10/24/2022/11/29/23	\$ -	\$ -	\$ -	\$ -	\$ -	1,200,000	(1,418,319)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	ban instead of bond amount; not sure if we will need the difference so I did not add it FY26 to be bonded since project is complete	
Burr	Roof Replacement	25857005	\$ -	(400,959)	(400,959)	3/22/2021	\$ -	(400,959)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	ban instead of bond amount; not sure if we will need the difference so I did not add it FY26 to be bonded since project is complete	
Ludlow	Ludlow HS School Bathroom Renovation	25857007	\$ -	\$ -	\$ -	03/22/2021/11/29/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(1,061,000)	1,061,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	shift to FY26	
Dist.	AC Project Preconstruction Phases II-V	FPSAC	\$ -	\$ -	\$ -	11/29/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(73,090)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	as per discussions with david becker and BOE	
Holland Hill	Partial Roof Replacement	266HOLLH	\$ -	\$ -	\$ -	10/23/2023	\$ -	\$ -	\$ -	\$ -	\$ -	900,000	(1,405,589)	1,405,589	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	as per discussions with david becker and BOE	
North Stratfield	Roof Replacement Project	266NSTRT	\$ -	\$ -	\$ -	10/23/2023	\$ -	\$ -	\$ -	\$ -	\$ -	1,500,000	(3,335,680)	3,335,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	as per discussions with david becker and BOE	
Roger Sherman	Boiler/Burner Replacement	2285HBLR	\$ -	\$ -	\$ -	11/29/2023	\$ -	\$ -	\$ -	\$ -	\$ -	500,000	(1,048,706)	1,048,706	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ACTIVE	as per discussions with david becker and BOE	
	Total Authorized & Unissued		\$ -	(400,959)	(400,959)		\$ -	(400,959)	\$ -	\$ -	\$ -	4,950,000	(9,651,052)	7,001,462	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
															Difference between Net to be bonded and amounts bonded/to be bonded										
Non-recurring Capital < \$1mm																									
Districtwide	Aboveground Storage Tank (AST) Replacements (Design)		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Burr	Entrance Vestibule Project		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Burr	Elevator		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
McKinley	Entrance Vestibule Project		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
North Stratfield	Entrance Vestibule Project		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Osborn Hill	Entrance Vestibule Project		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Roger Sherman	Entrance Vestibule Project		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Stratfield	Front façade and Cornice Wall Painting		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Stratfield	HVAC BMS Controls Upgrade		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Stratfield	Elevator Replacement (1)		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Stratfield	Entrance Vestibule Project		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
ECC	Location 1		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
ECC	Location 2		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
FWMS	Entrance Vestibule Project		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
RLMS	Fire Alarm Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
TMS	Elevator Replacement (#2)		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
FLHS	Partial Roof Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
FWHS	Replace Boiler/Burner		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
FWHS	Partial Roof Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	Total - Non-recurring Capital < \$1mm		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Capital > \$1mm																									
Tom.	A/C Phase Two (Tomlinson Middle School)		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

Town of Fairfield Capital Plan																								
										Cash Flow Timing (Bond or BAN)														
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
FLHS	A/C Phase Three (Fairfield Ludlowe High School)		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
WFC	A/C Phase Four (Walter Fitzgerald)		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FWHS	A/C Phase Five (Fairfield Warde High School)		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Districtwide	PV System Replacements &/or Upgrades		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Districtwide	Tunnel Asbestos Abatement and Reinsulation Project (seed money)		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Dwight	Renovation Project or New		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Jennings	Additions and alterations (Scope To Be Determined)		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
McKinley	Roof Project		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
McKinley	Boiler/Burner Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Osborn Hill	Additions and Renovations enclose walkway between bldg and annex		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Riverfield	Partial Roof Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Roger Sherman	Partial Roof Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Stratfield	Roof Replacement Project		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FWMS	Window & Siding Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FWMS	Renovate Student Bathrooms		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FWMS	Boiler/Burner Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Tomlinson	Partial Roof Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Tomlinson	Boiler/Burner Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FLHS	Artificial Turf Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FWHS	Renovate Bathrooms		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FWHS	New Window Project		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FWHS	Artificial Turf Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total > \$1mm			\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total CNR and Capital > \$1M			\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total BOE - including previously authorized			\$ -	\$ (400,959)	\$ (400,959)		\$ -	\$ (400,959)	\$ -	\$ -	\$ -	\$ 4,950,000	\$ (9,651,052)	\$ 7,001,462	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
WPCA - Funded by Town																								
Non-recurring Capital < \$1mm																								
Total < \$1mm																								
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	Inflow and Infiltration (I/I) Improvements Program - Phase V		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Plant equipment improvements - Phase 3		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Center Street Pump Station		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Center Street Pump Station Force Main		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Pine Creek Pump Station		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Pine Creek Pump Station Force Main		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Mill Hill Pump Station		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Mill Hill Pump Station Force Main		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Toll House Pump Station		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Toll House Pump Station Force Main		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Willow Street Pump Station		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Willow Street Pump Station Force Main		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Eastfield Drive Pump Station		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Eastfield Drive Pump Station Force Main		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Kings Highway Trunk Design		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Kings Highway Trunk Construction		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Ruane and Thorpe Pipe Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
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Total Town, BOE & WPCA - Town Funded			\$ 436,000	\$ 3,059,504	\$ 3,495,504		\$ 10,000	\$ (35,959)	\$ 10,000	\$ -	\$ -	\$ 8,860,000	\$ (10,977,276	\$ 9,067,449	\$ 3,350,931	\$ 1,045,670	\$ (750,000)	\$ -	\$ -	\$ -	\$ -	\$ -		
WPCA - Funded by WPCA																								
Authorized:																								

Town of Fairfield Capital Plan										Cash Flow Timing (Bond or BAN)														
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
WPCA/ENG	East Trunk Wetlands Crossing - Phase 1	80077	\$ -	\$ -	\$ -	3/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
WPCA/ENG	East Trunk Replacement Project	26457150	\$ -	\$ -	\$ -	5/22/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
WPCA/ENG	Turney Creek/Riverside Dr Tide Gates - Sewer Siphon	26357050	\$ -	\$ -	\$ -	5/22/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
WPCA/ENG	Inflow and Infiltration (I/I) Improvements Program - Phase V - FY25 3 YR Authorization		\$ -	\$ -	\$ -	4/29/2024		\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		I&I Phase V design will be completed by Dec 2024, with construction bids Feb/March 2025; therefore we don't anticipate spending more than \$500K in FY25
WPCA/ENG	Plant equipment improvements - Phase 1 FY25 3 YR authorization		\$ -	\$ -	\$ -	4/29/2024		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,579	\$ (2,579)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		three year authorization approved by all three boards. In design phase
WPCA/ENG	Fairfield Beach Pump Station		\$ -	\$ -	\$ -	4/29/2024		\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,681,988)	\$ 5,681,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		three year authorization approved by all three boards. In design phase. Based on the design schedule for the pump stations, we don't foresee any construction spending for Fairfield Beach station or force main until early FY26; so \$0 for FY25.
WPCA/ENG	Fairfield Beach Pump Station Force Main		\$ -	\$ -	\$ -	4/29/2024		\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,760,480)	\$ 2,760,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		three year authorization approved by all three boards. In design phase. Based on the design schedule for the pump stations, we don't foresee any construction spending for Fairfield Beach station or force main until early FY26; so \$0 for FY25.
Total Authorized			\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9,439,889)	\$ 9,439,889	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Non-recurring Capital < \$1mm																								
	TBD		\$ -	\$ -	\$ -							\$ -												
	TBD		\$ -	\$ -	\$ -							\$ -												
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	TBD		\$ -	\$ -	\$ -							\$ -												
Total < \$1mm			\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Capital > \$1mm																								
	Inflow and Infiltration (I/I) Improvements Program - Phase V -FY 28 and FY29		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Plant equipment improvements - Phase 2		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Center Street Pump Station		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Center Street Pump Station Force Main		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Pine Creek Pump Station		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Pine Creek Pump Station Force Main		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Mill Hill Pump Station		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Mill Hill Pump Station Force Main		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Toll House Pump Station		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Toll House Pump Station Force Main		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Willow Street Pump Station		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Willow Street Pump Station Force Main		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Eastfield Drive Pump Station		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Eastfield Drive Pump Station Force Main		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Kings Highway Trunk Design		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Kings Highway Trunk Construction		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Ruane and Thorpe Pipe Replacement		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
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Total WPCA - WPCA Funded			\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9,439,889)	\$ 9,439,889	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Town of Fairfield Capital Plan																							
													Cash Flow Timing (Bond or BAN)										
Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
TOTAL BONDED DEBT		\$ 436,000	\$ 3,059,504	\$ 3,495,504		\$ 10,000	\$ (35,959)	\$ 10,000	\$ -	\$ -	\$ 8,860,000	\$ (20,417,166	\$ 18,507,338	\$ 3,350,931	\$ 1,045,670	\$ (750,000)	\$ -	\$ -	\$ -	\$ -	\$ -		
													\$1,736,773										
WPCA Total																							
East Trunk Wetlands Crossing - Phase 1		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
East Trunk Replacement Project		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Turney Creek/Riverside Dr Tide Gates - Sewer Siphon		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Inflow and Infiltration (I/I) Improvements Program - Phase V - FY25 3 YR Authorization		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,000,000)	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Plant equipment improvements - Phase 1 FY25 3 YR authorization		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,579	\$ (2,579)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Fairfield Beach Pump Station		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,681,988)	\$ 5,681,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Fairfield Beach Pump Station Force Main		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,760,480)	\$ 2,760,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Inflow and Infiltration (I/I) Improvements Program - Phase V -FY 28 and FY29		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Plant equipment improvements - Phase 2		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Plant equipment improvements - Phase 3		\$ -	\$ -	\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Center Street Pump Station		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Center Street Pump Station Force Main		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pine Creek Pump Station		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pine Creek Pump Station Force Main		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Mill Hill Pump Station		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Mill Hill Pump Station Force Main		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Toll House Pump Station		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Toll House Pump Station Force Main		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Willow Street Pump Station		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Willow Street Pump Station Force Main		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Eastfield Drive Pump Station		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Eastfield Drive Pump Station Force Main		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Kings Highway Trunk Design		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Kings Highway Trunk Construction		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Ruane and Thorpe Pipe Replacement		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9,439,889)	\$ 9,439,889	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

ARPA - CURRENT BALANCE AS OF 5.31.24											
Row	ARPA Project	Project	Budgeted Cost	Increased (Decrease) to Budget as Approved by BOS, BOF and RTM	Approved Revised Budget	Less: Expenditures	Less: Encumbered	Less: Requisitions	Remaining Project Balance In Munis as of 05.31.24	Proposed Increase (Decrease) to Project Balance	Status of Project
1	Non-profit Mental Health	81001	\$ 450,000	\$ (150,000)	\$ 300,000	\$ (300,000)	\$ -		\$ -		Closed
2	COVID Recovery Assistance	81002	\$ 250,000	\$ (40,000)	\$ 210,000	\$ (188,241)	\$ -		\$ 21,759	\$ (21,759)	closing this program out.
3	Plan of Conservation and Development (POCD)	81003	\$ 175,000		\$ 175,000	\$ (99,584)	\$ (52,248)		\$ 23,168		in progress and on budget
4	Downtown Resiliency - Permeable Surfacing	81004	\$ 1,420,000	\$ (776,000)	\$ 644,000	\$ (121,567)	\$ (82,433)		\$ 440,000		approved revised budget of \$644,000 left in the account for design for Phase 1. Construction costs expected to increase, with utility conflicts/ condition of permits. Design hasn't been authorized for phase 2 yet. Potential for fed grant?
5	Body Cam/Dash Cam/Tasers	81005	\$ 3,700,000		\$ 3,700,000	\$ (2,104,697)	\$ (1,600,623)		\$ (5,320)	\$ 5,320	
6	Fill Pile	81006	\$ 1,000,000		\$ 1,000,000	\$ (156,946)	\$ (843,054)		\$ -		In progress.
7	Rooster River Detention Area	81007	\$ 3,250,000		\$ 3,250,000	\$ (447,140)	\$ (302,860)		\$ 2,500,000	\$ (2,500,000)	this is being removed from ARPA but has been added to our capital plan to be bonded. The resolution will be going to all three boards for approval
8	Jennings Beach Concession Upgrades	81008	\$ 100,000		\$ 100,000	\$ (88,565)			\$ 11,435		Remaining funds expected to be used up soon.
9	Tunxis Hill Park Playground	81009	\$ 150,000		\$ 150,000	\$ (150,000)	\$ -		\$ -		Completed.
10	Melville Park Playground	81010	\$ 175,000	\$ (23,536)	\$ 151,464	\$ (151,464)	\$ -		\$ (0)		Completed
11	Lincoln Park Playground Replacement	81011	\$ 150,000		\$ 150,000	\$ (150,000)	\$ -		\$ -		Completed
12	Dover Park Playground Replacement	81012	\$ 150,000	\$ (19,153)	\$ 130,847	\$ (130,847)	\$ -		\$ 0		Completed
13	Highwood Park Playground Replacement	81013	\$ 300,000	\$ (31,605)	\$ 268,395	\$ (268,395)	\$ -		\$ (0)		Completed
14	Traffic Lights	81014	\$ 1,000,000		\$ 1,000,000	\$ (47,753)	\$ (107,827)		\$ 844,420		This will cover Year 1 traffic lights, awaiting MetroCOG on HAWK status. Cost share with SHU for Traffic Signal Replacement. Can purchase controllers and signal equipment 1-2 months off state bid. Additional funding will be needed for other years.
15	Fairfield Theatre Company - free outdoor concerts	81015	\$ 50,000		\$ 50,000	\$ (50,000)	\$ -		\$ -		Completed.

ARPA - CURRENT BALANCE AS OF 5.31.24											
Row	ARPA Project	Project	Budgeted Cost	Increased (Decrease) to Budget as Approved by BOS, BOF and RTM	Approved Revised Budget	Less: Expenditures	Less: Encumbered	Less: Requisitions	Remaining Project Balance In Munis as of 05.31.24	Proposed Increase (Decrease) to Project Balance	Status of Project
16	Electric Car Charging Stations	81016	\$ 200,000		\$ 200,000	\$ (164,932)	\$ (13,944)		\$ 21,125	\$ 50,000	James Ryan advised that he is holding off paying the vendor until the chargers are repaired. He emailed for a status update and will advise when he hears back. We need to keep the remaining \$21,125 in the account in case they do not repair the issues and he needs to have them repaired. In addition, we are adding \$50,000 for the purchase and installation of 2 EV charging stations (4 ports) at the PD/FD.
17	Burr Historical Gardens	81017	\$ 25,000	\$ (25,000)	\$ -	\$ -	\$ -		\$ -		PROJECT CANCELLED; funds reallocated; This project was completed in house and these funds were no longer needed
18	High Intensity Wave and Erosion Damage & Resiliency Study	81018	\$ 400,000	\$ (376,860)	\$ 23,140	\$ (23,140)	\$ -		\$ (0)		As discussed with Mr Gerber, this project is closed.
19	Town-wide Guard Rail and Fencing	81019	\$ 200,000	\$ 30,000	\$ 230,000	\$ (128,041)	\$ (86,225)		\$ 15,734		Jennings Beach gate at final stage of electrical hook up. Should be completed by Memorial Day
20	Hybrid Meeting Technology	81020	\$ 400,000		\$ 400,000	\$ (288,382)	\$ (46,649)		\$ 64,969		Project completed -- awaiting final invoices.
21	Digitizing Records	81021	\$ 125,000	\$ 20,000	\$ 145,000	\$ -	\$ -		\$ 145,000		the additional \$20k is for the Assessors office. Ross Murray submitted for consideration a December 2022 estimate totaling \$16k, (we rounded to \$20k) related to the scanning of 4 decades of historic filed Assessor files. David Becker taking over project.
22	Golf Course Maintenance Equipment	81022	\$ 230,000	\$ (2,955)	\$ 227,045	\$ (223,977)	\$ (3,068)		\$ 0		Completed
23	Perry's Green Bulkhead	81023	\$ 1,000,000	\$ 600,000	\$ 1,600,000	\$ (87,839)	\$ (1,397,857)		\$ 114,305		Construction in progress
24	Fire Station Rehabilitation	81024	\$ 550,000		\$ 550,000	\$ (350,730)	\$ (103,308)		\$ 95,962		in progress
25	Paving and Sidewalk Repair	81025	\$ 3,000,000	\$ 2,768,729	\$ 5,768,729	\$ (3,201,386)	\$ (1,146,768)		\$ 1,420,575		Spring paving completed awaiting invoices. Sidewalks on going. Any remainder will be put towards the FY25 needs per the BETA plan.
26	Deck/patio behind senior center	81026	\$ 100,000	\$ (22,960)	\$ 77,040	\$ (77,040)			\$ -		The Deck/Patio project at the Sr. Center is complete
27	HVAC at schools	81027	\$ 1,000,000		\$ 1,000,000	\$ (1,000,000)	\$ -		\$ -		This project is underway.
28	Senior Center Renovation	81028	\$ 850,000		\$ 850,000	\$ (538,892)	\$ (153,427)		\$ 157,681		The Senior Center Renovation project is still underway. The Bathrooms project has been awarded and funds encumbered. Same for the Trane HVAC Rooftop units. The Kitchen was the third phase of the project and there will not be enough for the whole thing but maybe enough for new kitchen hood exhaust.
29	Sidewalks Stratfield	81029	\$ 1,150,000		\$ 1,150,000	\$ (1,048,611)	\$ (101,390)		\$ -		Completed.
30	Electric/Hybrid Vehicles	81030	\$ 740,000	\$ (278,284)	\$ 461,716	\$ (453,801)	\$ (7,915)		\$ 0	\$ 306,000	We were advised that \$35,000 is needed to cover the remaining 12 month lease cost for 6 Nissan Leaf vehicles and \$271,000 is needed to purchase 4 EV vehicles (3 for PD and 1 for FD) and the cost of up-fitting

ARPA - CURRENT BALANCE AS OF 5.31.24											
Row	ARPA Project	Project	Budgeted Cost	Increased (Decrease) to Budget as Approved by BOS, BOF and RTM	Approved Revised Budget	Less: Expenditures	Less: Encumbered	Less: Requisitions	Remaining Project Balance In Munis as of 05.31.24	Proposed Increase (Decrease) to Project Balance	Status of Project
31	Town and BOE Fiber Optic Network	81031	\$ -		\$ -	\$ -	\$ -		\$ -		Project has been cancelled.
32	ADA Consultant	81032	\$ 75,000	\$ (75,000)	\$ -	\$ -	\$ -		\$ -		Project cancelled and funds reallocated
33	Diversity & Inclusion Consultant	81033	\$ 75,000	\$ (64,751)	\$ 10,249	\$ (10,249)	\$ -		\$ 0		Project cancelled and funds reallocated
34	Sidewalks Southport	81036	\$ 250,000	\$ (250,000)	\$ -				\$ -		Project cancelled and funds reallocated
35	Fire shift commander vehicle	81037	\$ 150,000		\$ 150,000	\$ (128,630)	\$ (2,261)	\$ -	\$ 19,109		in progress
36	SGT Murphy Playground	81038	\$ 150,000	\$ (60)	\$ 149,940	\$ (149,940)			\$ -		Completed.
37	Police headquarter Rehab	81039	\$ 350,000		\$ 350,000	\$ (45,700)	\$ (188,100)		\$ 116,200		Architects Antinozzi and Associates gave updated estimates of 2.8 million for the project. They are moving into the Construction Document phase of the project which may effect the estimate depending on specific materials, etc.
38	Fire vehicle replacement	81040	\$ 60,000		\$ 60,000	\$ (1,150)	\$ (45,478)		\$ 13,372		in progress
39	Police Safe Corridor Program	81041	\$ 108,000		\$ 108,000	\$ (90,511)			\$ 17,489	\$ 92,000	initial portions installed and successful. looking to expand safety project.
40	Fairfield Museum	81042	\$ 40,000		\$ 40,000	\$ (40,000)			\$ -		Completed.
41	Sturges Project	TBD							\$ -	\$ 350,000	New allocation - MUNIS account to be created. for Conservation Dept
42	Lake Mohegan Playground Replacement	TBD								\$ 75,000	remaining funds to complete project after receiving funds from state.
Total			\$ 23,548,000	\$ 1,282,566	\$ 24,830,566	\$ (12,508,149)	\$ (6,285,435)	\$ -	\$ 6,036,982	\$ (1,643,439)	
Total ARPA Funds received					\$24,830,566						
Unallocated ARPA funds			\$ (1,643,439)								

TOWN OF FAIRFIELD

Board of Finance – Senior & Disabled Tax Relief Subcommittee Report To be presented to the Board of Finance on February 20, 2024

The Fairfield Tax Assessor has requested that the Town's Senior & Disabled Tax Relief program be amended to include five proposed changes. None of the five proposed changes are expected to have a material economic impact on the program but would better align the Town program with the State program.

The BOF – SDTR committee has met with the Town Assessor and is recommending that the full BOF approve these five proposed changes. Any approved changes would then be submitted to the RTM for consideration. If the RTM also approves, the RTM would amend the SDTR ordinance accordingly.

Suggested Change #1:

Corrects a typo, deleting the word "prior" and clarifies that the applicable rate will be the opening rate at the start of the day.

95-15 B (3)

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

Suggested Change #2:

Corrects a typo, changing the word "application" to "applicant", and changes the date of determining Qualified Total Asset Value (QTAV) from the "date of application" to "the end of the preceding calendar year".

As the date of application can vary, and may not coincide with a financial statement, it's virtually impossible for the Town to verify an applicant's QTAV affidavit. By changing the valuation date to a date certain (12/31/xx), the applicant will have the benefit of a year-end financial statement, the determination date will be consistent for all applicants, and the date of asset verification will be consistent with the end date for verification of periodic income.

95-8 Conditions for Eligibility Section C (8)

*Any ~~application~~ **applicant** and spouse who qualify for property tax relief under this article shall have a qualifying total asset value (QTAV) not exceeding \$650,000. Qualifying total asset value shall consist of any and all assets of the applicant and spouse as of the ~~date of application~~ **the end of the preceding calendar year** but shall specifically exclude the value of the applicant's primary legal residence and all tangible personal property contained therein. Each applicant to*

whom QTAV applies shall make a sworn statement in a form satisfactory to the Assessor that such applicant's QTAV does not exceed \$650,000.

Suggested Change #3:

Deletes the language “and a copy thereof shall be delivered to the applicant” from the Assessor’s responsibilities once an applicant has been accepted in the program.

Effectively, this step is duplicative as the calculated tax relief and adjusted tax liability for the applicant is printed on the taxpayer’s tax bill. Further, the final tax relief calculations are printed, shared with, and signed by the applicant.

95-9 Application Section B

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

Suggested Change #4:

Change the age requirement for a surviving spouse from 60 to 50 to match state program.

Currently, the Town program has this age requirement at 60 while the State program has the age requirement at 50. Aligning these age requirements would assist in the administration of the programs and would eliminate potential confusion between the programs. Mr. Murray was not aware of any program participants for which this would be applicable and expects this change to have little to no economic impact to the current program.

95-8 Conditions for Eligibility – Section C (1)

Such applicant (or a spouse domiciled with such applicant) has attained age 65 or over at the end of the preceding calendar year or ~~60~~ 50 years of age or over and the surviving spouse of a taxpayer qualified for tax relief under this program at the time of his or her death;

Suggested Change #5:

Amend the definition of “Qualifying Income” from “adjusted gross income as defined in the Internal Revenue Code of 1986, as may be amended from time to time,...” to “all taxable and nontaxable income...”

Effectively, this would not change the definition but would align the Town program with the State program and would reduce or eliminate confusion as to what is included in Qualified Income.

95-8 Conditions for Eligibility – Section C (5)

*Such persons shall have individually, if unmarried, or jointly, if married, qualifying income in an amount not to exceed limits described below for each program for the tax year ending immediately preceding the application for tax relief benefits.. "Qualifying income" is defined as adjusted gross income as defined in the Internal Revenue Code of 1986, as may be amended from time to time, plus the nontaxable portion of any social security benefits, railroad retirement benefits, any tax shelter losses, income from other tax-exempt retirements and annuity sources and income from tax-exempt bonds and any other income not included in the in the adjusted gross income. Unreimbursed gross medical and dental expenses shall be deducted from income in calculating the applicant's qualifying income, as long as such unreimbursed gross medical and dental expenses are included on the applicant's federal income tax return of the calendar year immediately preceding the year of application as an itemized deduction and qualify as a medical deduction under Section 213 (a) of the Internal Revenue Code of 1986, as may be amended.
[Amended 2-24-2020]*

TOWN OF FAIRFIELD

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[Amended 2-24-2020]*

MEMORANDUM

To: Fairfield Flood and Erosion Control Board
From: Philip C. Pires, Esq. and Wilson T. Carroll, Esq.
RE: FECB Name Change and Number of Members
Date: 1/19/2024

You asked us for an opinion regarding whether a vote by the Representative Town Meeting or a Charter revision would be necessary before the Flood and Erosion Control Board (“FECB”) can (1) use the new State name, “Flood prevention, climate resilience and erosion control board,” and (2) change the number of regular and/or alternate members presently allowed by General Statutes § 25-84.

Fairfield Charter § 10.1(A) establishes “a flood and erosion control board” as a permanent appointed board in the Town of Fairfield. Section 10.12 further defines the membership, powers, and duties of the Flood and Erosion Control Board. Section 10.12(A) provides that the FECB “shall consist of five members”

Conn. Gen. Stat. § 25-84 authorizes a municipality to increase the membership or add alternate members to the FECB by ordinance. However, in so doing, the town must act consistently with its Charter.

Fairfield Charter § 6.1(G)(1) allows the Board of Selectmen to “propose to the RTM a resolution which may alter the . . . organization of any . . . board, commission, or agency of the Town The resolution will effect the change when enacted by the RTM in the form of an ordinance.” Thus, in the absence of a Charter revision, the name of the FECB could be changed, and its membership changed, by the RTM passing an ordinance based on a resolution proposed by the Board of Selectmen.



Town of Fairfield
Flood and Erosion Control Board
c/o DPW
725 Old Post Road
Fairfield CT, 06824
www.fairfieldct.org/fecb
Email: fecb@fairfieldct.org

March 15, 2024

To: Board of Selectmen
cc. FECB

Dear Board of Selectmen,

The Flood and Erosion Control Board is requesting that the Board of Selectmen adopt the following resolution and request the RTM enact an appropriate ordinance (suggested draft ordinance attached as Appendix A). This would allow the FECB to take on the new guidance issued in the state of Connecticut Substitute House Bill No. 6441 Public Act No. 21-115; AN ACT CONCERNING CLIMATE CHANGE ADAPTATION. (approved July 2021)

Resolution of the Board of Selectmen

1. It is hereby :

RESOLVED, pursuant to Fairfield Charter Section 6.1(G)(1), the Board of Selectmen proposes to the RTM that the RTM enact an ordinance that alters the organization of the existing Flood and Erosion Control Board to be consistent with current State Statutes by (1) changing the name of the Board to the "Flood Prevention, Climate Resilience and Erosion Control Board" (hereinafter "the Board"); (2) establishing that the Board shall consist of seven members appointed by the Board of Selectmen, no more than four of whom shall be registered with the same political party; (3) establishing that, at the request of the Board, the Board of Selectmen shall appoint no more than three alternate members, no more than two of whom shall be registered with the same political party; and (4) pursuant to Connecticut General Statutes, Chapter 477, Section 25-84, adopts the provisions of Chapter 477, Section 25-84 and Sections 25-85 to 25-94, inclusive, and authorizes the Board, within the limits of appropriations from time to time made by the municipality, to have and exercise the powers and duties conferred on such boards by the foregoing Sections of the General Statutes.

The highlights of this request are:

1. To increase the approved size of the Flood and Erosion Control Board (FECB) from 5 to 7 members with up to three alternates
2. To amend the name of the board to reflect the state's recommended new name and focus on Resilience: Flood Prevention, Climate Resilience and Erosion Control Board or FERB for short.
3. Clarifying the rights and duties of our Board to conform to the revised State Statutes to include the full duties and responsibilities outlined in the updated state statutes.

A copy of the pertinent sections of the statutes is included for your reference in Appendix B and we are attaching a memorandum from Philip C. Pires, Esq. to this e mail.

Increasing the size of our members from 5 to 7 will give us more resources to call on in furtherance of our duties. In light of the sea level rise guidance stated in section 25-68o of the Connecticut General Statutes, which acknowledges the current CIRCA expectation of Sea Level Rise of up to 20 inches by 2050 and requires all state agencies to include planning for this, we expect the need for more thoughtful, integrated flood mitigation strategies for Fairfield to increase. Adding alternate members will assure that we can expect to have a full complement to consider, debate and act on all issues as they come before us. We feel the larger group will give us the ability to include continual participation from our shoreline and more specifically from riverine neighborhood groups.

Your prompt attention would be appreciated.

On behalf of the Flood and Erosion Control Board,

Becky Bunnell
Chair FECB
203 550 6540
Becky.bunnell@gmail.com

Appendix A

Suggested RTM Warning and Ordinance.

For the Warning to the Representative Town Meeting and Residents of the Town of Fairfield

To consider and act upon the following resolution by the Board of Selectman:

RESOLVED, pursuant to Fairfield Charter Section 6.1(G)(1), the Board of Selectmen proposes to the RTM that the RTM enact an ordinance that alters the organization of the existing Flood and Erosion Control Board to be consistent with current State Statutes by (1) changing the name of the Board to the "Flood Prevention, Climate Resilience and Erosion Control Board" (hereinafter "the Board"); (2) establishing that the Board shall consist of seven members appointed by the Board of Selectmen, no more than four of whom shall be registered with the same political party; (3) establishing that, at the request of the Board, the Board of Selectmen shall appoint no more than three alternate members, no more than two of whom shall be registered with the same political party; and (4) pursuant to Connecticut General Statutes, Chapter 477, Section 25-84, adopts the provisions of Chapter 477, Section 25-84 and Sections 25-85 to 25-94, inclusive, and authorizes the Board, within the limits of appropriations from time to time made by the municipality, to have and exercise the powers and duties conferred on such boards by the foregoing Sections of the General Statutes.

Ordinance Concerning the Flood and Erosion Control Board

With respect to the Town Board currently known as the Flood and Erosion Control Board, pursuant to Fairfield Charter Section 6.1(G)(1) and upon the Resolution approved by the Board of Selectmen recommending that the provisions of Connecticut General Statutes, Chapter 477, Section 25-84 and Sections 25-85 through 25-94, inclusive, which became effective on July 1, 2021, be adopted:

1. Name. The Flood and Erosion Control Board is now to be known as the Flood Prevention, Climate Resilience and Erosion Control Board;
2. Members and terms. The Flood Prevention, Climate Resilience and Erosion Control Board shall consist of seven members appointed by the Board of Selectmen, no more than four of whom shall be registered with the same political party. The members shall have terms of five years, which shall be staggered so that no more than two terms expire in any one year.
3. Alternate members. Upon the request of the Flood Prevention, Climate Resilience and Erosion Control Board to the Board of Selectmen, there shall be appointed no more than three alternate members of the Board, no more than two of whom shall be registered with the same political party. Alternate members shall have terms of three years, which shall be staggered so that not more than one term expires in any one year. Such alternate members shall, when seated as herein provided, have all the powers and duties set forth for such Board and its members. If a regular

member is absent or is disqualified, the Chairman of the Board shall designate an alternate to so act, choosing alternates in rotation so that they shall act as nearly equal a number of times as possible. If any alternate is not available in accordance with such rotation, such fact shall be recorded in the minutes of the meeting.

4. Powers and duties. The provisions of Connecticut General Statutes, Chapter 477, Section 25-84 and Sections 25-85 to 25-94, inclusive, are hereby adopted and the Flood Prevention, Climate Resilience and Erosion Control Board, within the limits of appropriations from time to time made by the municipality, shall have and exercise the powers and duties conferred on flood prevention, climate resilience and erosion control boards by Section 25-84 and Sections 25-85 to 25-94, inclusive, of Chapter 477 of the Connecticut General Statutes.

Appendix B

Text of Substitute House Bill No. 6441 / Public Act No. 21-115 where it pertains to FECB:

Sec. 4. Section 25-84 of the general statutes is repealed, and the following is substituted in lieu thereof (Effective July 1, 2021):

(a) (1) Any municipality may, by vote of its legislative body, adopt the provisions of this section and sections 25-85 to 25-94, inclusive, as amended by this act, and exercise through a flood prevention, climate resilience and erosion control board the powers granted thereunder. In each town, except as otherwise provided by special act, the flood prevention, climate resilience and erosion control board shall consist of not less than five nor more than seven members, who shall be electors of such town and whose method of selection and terms of office shall be determined by local ordinance, except that in towns having a population of less than fifty thousand the selectmen may be empowered by such ordinance to act as such flood prevention, climate resilience and erosion control board. In each city or borough, except as otherwise provided by special act, the board of aldermen, council or other board or authority having power to adopt ordinances for the government of such city or borough may act as such flood prevention, climate resilience and erosion control board. The flood prevention, climate resilience and erosion control board of any town shall have jurisdiction over that part of the town outside any city or borough contained therein.

(2) Two or more municipalities may, by concurrent votes of their legislative bodies, enter into an agreement to jointly exercise through a joint flood prevention, climate resilience and erosion control board the powers granted under sections 25-85 to 25-94, inclusive, as amended by this act. The joint flood prevention, climate resilience and erosion control board shall have jurisdiction over each municipality subject to such agreement.

(b) Any town, city or borough shall have the power to provide by ordinance for the appointment or election of three alternate members to its flood prevention, climate resilience and erosion control board. Such alternate members shall, when seated as herein provided, have all the powers and duties set forth for such board and its members. Such alternate members shall be electors of such town, city or borough. If a regular member of any of said board is absent or is disqualified, the chairman of the board shall designate an alternate to so act, choosing alternates in rotation so that they shall act as nearly equal a number of times as possible. If any alternate is not available in accordance with such rotation, such fact shall be recorded in the minutes of the meeting.

(c) Each flood prevention, climate resilience and erosion control board shall publish a biannual report on the Internet web site of each municipality under the jurisdiction of such board. Such report shall include, but not be limited to,

(1) a current inventory and description of the flood prevention, climate resilience and erosion control system managed by such board,

(2) the extent and value of property, infrastructure and natural resources protected by such system,

(3) an analysis of the manner in which vulnerable communities, as defined in subsection (a) of section 16-243y, are prioritized and protected by such system, and

(4) the revenues and expenditures of such board.

Sec. 5. Section 25-85 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

(a) Such board shall have authority, within the limits of appropriations from time to time made by the municipality or municipalities, as applicable, to plan, lay out, acquire, construct, reconstruct, repair, maintain, supervise, operate and manage a flood [or] prevention, climate resilience and erosion control system. As used in sections 25-84 to 25-94, inclusive, as amended by this act, ["flood or erosion control system"] "flood prevention, climate resilience and erosion control system" means any dike, berm, dam, piping, groin, jetty, sea wall, embankment, revetment, tide-gate, water storage area, ditch, drain or other structure or facility, and any nonstructural and nature-based measure, including, but not limited to, removal, relocation or modification of existing structures, restoration and maintenance of open floodplain or other water storage area and any feasible, less environmentally damaging alternative, as defined in section 22a-92, that is useful in preventing or ameliorating damage from floods or erosion, whether caused by fresh or salt water, [or] any dam forming a lake or pond that benefits abutting properties or any open space reserved for future accommodation or establishment of wetlands or watercourses, and shall include any easements, rights-of-way and riparian rights which may be required in furtherance of any such system.

(b) In planning for and conducting its activities, such board (1) shall consider all applicable regional and municipal hazard mitigation plans, resilience plans and identifications of vulnerable communities, as defined in subsection (a) of section 16-243y, as well as all applicable municipal plans of conservation and development adopted pursuant to section 8-23, and (2) may consult with the Connecticut Institute for Resilience and Climate Adaptation.

Sec. 6. Section 25-86 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

Such board is authorized to enter upon and to take and hold, by purchase, condemnation or otherwise, any real property or interest therein which it determines is necessary for use in connection with the flood [or] prevention, climate resilience and erosion control system. Whenever the board is unable to agree with the owner of any such property as to the compensation to be paid for the taking thereof, the board, in the name of the municipality, may bring condemnation proceedings in accordance with the procedure provided by part I of chapter 835 for condemnation by municipal corporations generally. In such case, the court or judge may permit immediate possession of such property by the board in accordance with the procedure provided by said chapter.

Sec. 7. Section 25-87 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

At any time after voting to acquire, construct, [or] reconstruct, operate or maintain any flood [or] prevention, climate resilience and erosion control system or portion thereof, the board in its discretion may elect to defray the cost thereof by issuing bonds or other evidences of debt, [or] from general taxation, special assessment, federal, state or private grant funds or any combination thereof or by drawing upon a municipal Climate Change and Coastal Resiliency Reserve Fund created pursuant to section 7-159d, as amended by this act. If it elects to defray any part of such cost from special assessment, it may apportion and assess such part upon the lands and buildings in the municipality which, in its judgment, are especially benefited thereby, whether they abut on such flood [or] prevention, climate resilience and erosion control system or not, and upon the owners of such lands and buildings, subject to the right of appeal as hereinafter provided. Such assessment may include a proportionate share of any expenses incidental to the completion of such flood [or] prevention, climate resilience and erosion control system, such as fees and expenses of attorneys, engineers, surveyors, superintendents or inspectors, the cost of any property purchased or acquired for such work, interest on securities, the cost of preparing maps, plans and specifications, the cost to reconstruct, repair, maintain, supervise, operate and manage such system and the cost of printing, publishing or serving advertisements or notices incidental thereto. The board may divide the total territory to be benefited by any flood [or] prevention,

climate resilience and erosion control system into sections and may levy assessments against the property benefited in each section separately. In assessing benefits against the property in any section, the board may add to the cost of the part of the flood [or] prevention, climate resilience and erosion control system located in such section a proportionate share of the cost of any part of such system located outside the section which is useful for the operation or effectiveness of that part of such system within the section and of any of the other items of cost or expense above enumerated.

Sec. 8. Section 25-92 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

The proceeds of such assessments, whether or not pledged for the payment of securities, shall be segregated from other funds of the municipality and shall be used only to pay for the construction, [or] reconstruction, repair, maintenance, supervision, operation or management of the flood [or] prevention, climate resilience and erosion control system or particular portion thereof in respect to which such assessments are made or, as the case may be, for the payment of the interest on or principal of any securities issued to pay for such system or particular portion thereof.

Sec. 9. Section 25-94 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

Any flood prevention, climate resilience and erosion control board established under section 25-84, any such board or commission established by special act or any district having as one of its powers and purposes the right to construct or maintain a flood prevention, climate resilience and erosion control system under chapter 105, acting through its officers, is authorized to negotiate, cooperate and enter into agreements with (1) the United States, (2) the United States and the state of Connecticut, [or] (3) the state of Connecticut, or (4) one or more municipalities in the state of Connecticut, in order to satisfy the conditions imposed by the United States or the state of Connecticut in authorizing any system for the improvement of navigation of any harbor or river and for [protection of property against damage by floods or by erosion] constructing, reconstructing, operating or maintaining any flood prevention, climate resilience and erosion control system, provided such system shall have been approved by the Commissioner of Energy and Environmental Protection.

Sec. 10. Section 25-95 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

The state, acting through the Commissioner of Energy and Environmental Protection, may enter into agreements with such local authority authorized to contract under section 25-94, as amended by this act, for the purpose of constructing projects or systems to prevent, correct and arrest [erosion and] flood damage and impacts of climate change within the boundaries of the state. The plans, specifications, system and construction shall be under the direct control and supervision of the commissioner. The contract shall describe (1) the nature and extent of the system, (2) the amount of the cost to the state, (3) the share to be paid by the district or board, and (4) the method of financing the payment by such local authority, all of which shall be subject to the approval of the commissioner.

Sec. 11. Section 25-97 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

When any such improvement or protection project or system is located within two or more municipalities, such municipalities, acting by their individual or joint flood prevention, climate resilience and erosion control boards, as applicable, are authorized to undertake jointly any such action as is authorized by sections 25-94 and 25-95, as amended by this act, and the cost to each board shall be determined by [the Commissioner of Energy and Environmental Protection] mutual agreement of the municipalities involved.

Sec. 12. Section 25-98 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

In carrying out the purposes for which it was established, any local authority authorized to contract under section 25-94, as amended by this act, may (1) accept, receive and expend gifts, devises or bequests of money, lands or other properties to be applied and expended in the manner provided herein, and (2) apply for and receive grants from state, federal and private sources.

Sec. 13. Section 7-326 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

At such meeting, the voters may establish a district for any or all of the following purposes: To extinguish fires, to light streets, to plant and care for shade and ornamental trees, to construct and maintain roads, sidewalks, crosswalks, drains and sewers, to appoint and employ watchmen or police officers, to acquire, construct, maintain and regulate the use of recreational facilities, to plan, lay out, acquire, construct, reconstruct, repair, maintain, supervise and manage a flood [or] prevention, climate resilience and erosion control system, to plan, lay out, acquire, construct, maintain, operate and regulate the use of a community water system, to collect garbage, ashes and all other refuse matter in any portion of such district and provide for the disposal of such matter, to implement tick control measures, to install highway sound barriers, to maintain water quality in lakes that are located solely in one town in this state, to establish a zoning commission and a zoning board of appeals or a planning commission, or both, by adoption of chapter 124 or chapter 126, excluding section 8-29, or both chapters, as the case may be, which commissions or board shall be dissolved upon adoption by the town of subdivision or zoning regulations by the town planning or zoning commission, to adopt building regulations, which regulations shall be superseded upon adoption by the town of building regulations, and to provide ferry service. Any district may contract with a town, city, borough or other district for carrying out any of the purposes for which such district was established.

Sec. 14. Subsection (a) of section 7-328 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

- (a) The territorial limits of the district shall constitute a separate taxing district, and the assessor or assessors of the town shall separate the property within the district from the other property in the town and shall annually furnish the clerk of the district with a copy of the grand list of all property in the district after it has been completed by the board of assessment appeals of the town. If the legislative body of the town elects, pursuant to section 12-62c, to defer all or any part of the amount of the increase in the assessed value of real property in the year a revaluation becomes effective and in any succeeding year in which such deferment is allowed, the grand list furnished to the clerk of the district for each such year shall reflect assessments based upon such deferment. When the district meeting has fixed the tax rate, the clerk shall prepare a rate bill, apportioning to each owner of property his proportionate share of the taxes, which rate bill, when prepared, shall be delivered to the treasurer; and the district and the treasurer thereof shall have the same powers as towns and collectors of taxes to collect and enforce payment of such taxes, and such taxes when laid shall be a lien upon the property in the same manner as town taxes, and such liens may be continued by certificates recorded in the land record office of the town, and foreclosed in the same manner as liens for town taxes or enforced in accordance with any provision of the general statutes for the collection of property taxes. The assessor or board of assessment appeals shall promptly forward to the clerk of the district any certificate of correction or notice of any other lawful change to the grand list of the district. The district clerk shall, within ten days of receipt of any such certificate or notice, forward a copy thereof to the treasurer, and the assessment of the property for which such certificate or notice was issued and the rate bill related thereto shall be corrected accordingly. If the district constructs any drain, sewer, sidewalk, curb or gutter, such proportion of the cost thereof as such district determines may be assessed by the board of directors, in the manner prescribed by such district, upon the property specially benefited by such drain, sewer, sidewalk, curb or

gutter, and the balance of such costs shall be paid from the general funds of the district. In the construction of any flood [or] prevention, climate resilience and erosion control system, the cost to such district may be assessed and shall be payable in accordance with sections 25-87 to 25-93, inclusive, as amended by this act. The cost for the maintenance of water quality in a lake shall be assessed on the land in a district and payment shall be apportioned equally among the owners of parcels of property. Subject to the provisions of the general statutes, the district may issue bonds and the board of directors may pledge the credit of the district for any money borrowed for the construction of any public works or the acquisition of recreational facilities authorized by sections 7-324 to 7-329, inclusive, and such board shall keep a record of all notes, bonds and certificates of indebtedness issued, disposed of or pledged by the district. All moneys received by the directors on behalf of the district shall be paid to the treasurer. No contract or obligation which involves an expenditure in the amount of (1) ten thousand dollars or more in districts where the grand list is less than or equal to twenty million dollars, or (2) twenty thousand dollars or more in districts where the grand list is greater than twenty million dollars, in any one year shall be made by the board of directors, unless the same is specially authorized by a vote of the district, nor shall the directors borrow money without like authority. The clerk of the district shall give written notice to the treasurer of the town in which the district is located of any final decision of the board of directors to borrow money, not later than thirty days after the date of such decision. The district may adopt ordinances, with penalties to secure their enforcement, for the purpose of regulating the carrying out of the provisions of sections 7-324 to 7-329, inclusive, and defining the duties and compensation of its officers and the manner in which their duties shall be carried out.



TOWN OF FAIRFIELD
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REGISTRARS OF VOTERS

To: Fairfield Representative Town Meeting
Betsy Browne, Town Clerk

From: Cathy Politi, Registrar of Voters

CC: Matt Waggner, Registrar of Voters

Date: **June 11, 2024**

Re: Early Voting – Number of locations and locations preferred

Comments:

- Pursuant to Public Act 23-5 an act implementing early voting, the legislative body in a municipality with a population of at least 20, 000 shall determine the number of polling locations for early voting.

Public Act 23-5 sec. 1(b)(2)), In any municipality with a population of at least twenty thousand, the legislative body may hold a public hearing on whether to designate any additional location in such municipality for the conduct of early voting, which public hearing, if any, shall be held not later than fifteen Substitute House Bill No. 5004 Public Act No. 23-5 5 of 44 days prior to the time for designating any such location set forth in subdivision (1) of this subsection. Any legislative body holding such a public hearing shall properly notice such public hearing not later than ten days prior to such public hearing in a newspaper having general circulation in such municipality and on the Internet web site of the municipality. For any such municipality in which such a public hearing was not held, the legislative body thereof shall determine whether to designate any such additional location and shall notify the Secretary of the State with a detailed explanation for such determination. For any municipality in which such a public hearing was held, not later than three days after the conclusion of such public hearing, the legislative body thereof shall determine whether to designate any such additional location and shall notify the Secretary with a detailed explanation for such determination. If the legislative body determines that any such additional location be designated, the registrars of voters shall so designate such additional location and the provisions of subdivision (1) of this subsection shall apply to such additional location. The Secretary shall take no action on any detailed explanation submitted under this subdivision with regard to the number of additional locations designated in such a municipality, and shall preserve each such detailed explanation as a public record open to public inspection. For the purposes of this subdivision, "population" means the estimated number of people according to the most recent version of the State Register and Manual prepared pursuant to section 3-90 of the general statutes.

Matt and I had numerous discussions regarding the number of early voting locations. Unfortunately, we could not come to an agreement.

For a number of reasons, I believe one location is not only sufficient but also more secure. Registrars with similar or higher voting populations in the state agree. The municipalities of Greenwich, Stamford, Waterbury, Stratford, and Bridgeport are all having one location and I am unaware of any Town or City in the entire state having more than one.

In our neighboring State of NY, early voting is regionalized and many do not have a location within their own Town. While this is not something I would want to emulate, I believe one location is ample given the fact residents have 14 days to vote of which 4 days occur on the weekend.

We are meeting this week with the Emergency Management team and DHS regarding the November Election and it is certain that one location is easier to both manage and control.

Thank you for your time and consideration.



Town of Fairfield · Registrar of Voters Office

611 Old Post Road · Fairfield, CT 06824
(203) 256-3115 · fairfieldct.org/vote

June 11, 2024

Dear Moderator Spolyar and members of the Representative Town Meeting,

Per Public Act 23-5 (Section 1(b)(2)), Fairfield is required to establish the number of early voting locations by a vote of the town's legislative body, and we are requesting that you consider this matter at your June meeting. The Registrars of Voters select the locations themselves, though our office have received guidance that absent our agreement, the RTM would be able to make a selection of locations as well.

At present, we have identified four locations that are able to host early voting: Fairfield University (Conference Center), Sacred Heart University (West Campus), Or Hadash Synagogue, as well as conference rooms at the Town Hall campus on Old Post Road.

A number of locations have been ruled out as unsuitable or unavailable, and we have received public suggestions for a small number of additional locations which are being contacted and evaluated. Due to the number of days (seven days in August for the State Republican Primary and fourteen days in October and early November for the general election), the public schools are not able to accommodate this service without disruption to their own programming. If RTM members have any suggestions, please advise prior to the committee meetings so we can investigate and incorporate that into the options we present to you.

We both agree that one site is suitable for the August primary, and have been discussing internally the potential locations for both elections. Our initial proposals were for either one or three sites and are negotiating the options, and hopefully will be able to make a joint recommendation by the time of your meeting.

My recommendation is to have three locations, located either in each State Representative district (or spread as close to evenly through the town) to minimize travel distance for voters, as well as to shorten the lines and minimize wait times and parking needs at peak utilization times.

Thank you for your consideration of this matter, which we look forward to discussing at your upcoming committee meetings.

Best regards,

Matt Wagner
Registrar of Voters