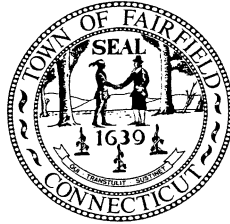


2018 ANNUAL REPORT



Affordable Housing Committee Town of Fairfield

Cynthia Sammarco, Co-Chair

Robert Frigo, Co-Chair

Solomon Briks

Vikki Cooper

Walter Donne

Stephen Grathwohl

Nancy Lyons

Gerry Stuhlman

Gretchen Goethner, Recording Secretary

February 2018

2018 ANNUAL REPORT Affordable Housing Committee

<u>Key Statistical Data</u>	2000	2010	2017	2010-2017 % Change
Population	57,340	59,404	61,114	2.9%
Average Household Size	2.61	2.69	2.81	
Median Household Income	\$83,512	\$106,767	\$122,138	14.4%
Median Sales Price of a SF Home	\$343,750	\$520,000	\$600,625	15.5%
Sales Price to Income Ratio	4.1	4.9	4.9	
Number of Residential Sales	795	605	779	28.8%
Number of Residential Sales < \$300,000	272	61	51	(16.4%)
% of Residential Sales < \$300,000	34.2%	10.1%	6.5%	
Total Number of Housing Units	21,029	21,430	21,278	0.0%
Percentage of Affordable Units (DECD) ¹	2.71%	2.21%	2.22%	
<u>Affordability Analysis</u>				
	2000	2010	2017	2010-2017 % Change
Median Sales Price	\$343,750	\$520,000	\$600,625	15.5%
Qualifying Income to Purchase	\$119,990	\$127,850	\$153,525	20.1%
Median Household Income	\$ 83,512	\$106,767	\$122,138	14.4%
Income Gap	(\$ 36,478)	(\$21,083)	(\$31,387)	
	2000	2010	2017	2010-2017 % Change
Median Household Income	\$ 83,512	\$106,767	\$122,138	14.4%
Attainable Home Price	\$264,878	\$447,952	\$482,389	7.7%
Median Sales Price	\$343,750	\$520,000	\$600,625	15.5%
Price Gap	(\$ 78,872)	(\$72,048)	(\$118,236)	

Summary:

There are several ways to measure affordability. Two are presented above. The first calculates the income required to purchase the median priced home and compares the derived income to the median household income. In 2017, the median priced home of \$600,625 would require an income of \$153,525 or 126% of the median household income, producing an income gap of \$31,387. The second method calculates how much home the median income household could afford, and contrasts this figure with the median priced home. In 2017, the median income household could afford a home valued at \$482,389, or \$118,236 less than the median priced home. Income growth has generally not kept pace with housing costs. Conversely, mortgage interest rates are currently at historic lows, which have helped expand buying power. The Committee considers \$300,000 as the upper limit of affordability for households making 80% of the area median income. There were only 51 single family home sales for less than \$300,000, which represents 6.5% of the total houses sold.

Data Sources/Methodology:

Population figures, as well as data on the number of housing units and median household income, were provided by the U.S. Census Bureau and Connecticut Department of Public Health. Median homes sales data was furnished by the Warren Group. Residential sales data was culled from the Connecticut Multiple Listing Service.

Affordable home price was calculated based on the purchaser paying not more than one-third of household income toward housing costs with 10% down-payment. Mortgage calculations were based on a conventional thirty-year fixed rate mortgage, assuming prevailing rates as determined by a yearly average of the Federal Home Loan Mortgage Corporation Primary Mortgage Market Survey.

¹ In developing the Affordable Housing Appeals List, the Department of Economic & Community Development (DECD) counts only governmentally assisted housing, rental housing occupied by persons receiving rental assistance, housing financed by the CT Housing Finance Authority (CHFA) and deed-restricted properties. For a complete description of this program or to see how other towns rank in comparison to Fairfield, please see <http://www.ct.gov/ecdc>.

2018 ANNUAL REPORT
Affordable Housing Committee

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

During the past year, major Affordable Housing Committee:

- Completed work on a proposed ordinance establishing an **Affordable Housing Trust Fund**, which has been submitted to RTM leadership. The Fund would provide a mechanism by which to help facilitate the creation of new affordable housing units to be added to the Town's portfolio.
- Reviewed and provided written comments to the Town Plan & Zoning Commission (TPZ) on a proposed 24-unit "set aside" development situated at 1427, 1443 Kings Highway that was submitted pursuant to Section 8-30g of the Connecticut General Statutes. The proposed project was subsequently approved by TPZ.
- Provided testimony before the State Housing Committee supporting proposed legislation to amend Section 8-30g of the Connecticut General Statutes. The members expressed concerns over the predatory developers as well as the unfairness of assigning half point credits for senior housing in the calculation of Housing Unit Equivalents (HUEP) which are necessary to achieve a moratorium from CGS Section 8-30g. The Statute was subsequently amended, providing some modest relief to communities like Fairfield.
- Continued to monitor progress toward accumulating sufficient housing unit equivalency points (HUEP) to seek a temporary moratorium. See attached Exhibit A.
- Participated in several housing forums at the Bigelow Center and McKinley School on housing options and the effects of legislative changes to CGS 8-30g, respectively.
- Reviewed annual compliance reports submitted on behalf of housing developments subject to this reporting requirement.
- The AHC continued work on the following additional goals which the AHC plans to pursue in 2018:
 - The establishment of an appropriate funding mechanism(s) for the Affordable Housing Trust Fund.
 - Possible amendments to zoning regulations to increase the inclusionary "set aside", particularly in areas where the Town has allowed greater density around transit nodes.

Exhibit A

Moratorium Progress	HUEP Required	Estimated HUEP	GAP
Dwelling Units per Census = 21,648	432.96	301.50	131.46
	Existing	In Progress	Total
Governmentally Assisted	122.00	0.00	122.00
Deed Restricted Ownership	44.50	0.00	44.50
Deed Restricted Rental	29.00	0.00	29.00
Set Aside Developments	58.25	29.25	87.50
Inclusionary Zoning Units	16.50	2.00	18.50
	270.25	31.25	301.50

Town of Fairfield

Strategic Plan Committee

Update to RTM

March 19, 2018

Topics

- Introduction
- Work Completed Through March 1, 2018
- SPC Planned Next Steps and Project Plan
- A Perspective on Coordination and Idea Evaluation
- RTM Support Needed
- Questions and Suggestions
- Appendices:
 - Background and SPC Members
 - SPC Charge
 - Proposal Status and Providers

Strategic Plan Committee

Introduction

- The Town determined it would be beneficial to develop a strategic plan and has established a Strategic Plan Committee (SPC) and committed resources to develop such a plan.
- Such a plan helps to evaluate certain key questions:
 - What is the current status of the Town and how was that achieved?
 - What would maintain and improve the desirability of the Town?
 - What actions are needed to help that be achieved?
- The process to develop the plan will involve widespread community input, perspectives from elected and appointed officials, businesses, Town employees, and other community groups.
- This material has been prepared to provide a snapshot of current status.
- Appendices provide information on the Committee Charge, members, etc.

Strategic Plan Committee

Work Completed Through 3/1/2018

- Formed Committee and conducted monthly meetings. Meetings are 2nd Tuesday of each month. Minutes summarized and available.
- Performed research for use in preparing RFP and Strategic Plan review.
- Obtained briefings from Mark Barnhart and Metro Cogs.
- Developed and issued RFP; Reviewed 8 responses; Conducted oral presentations from 2 providers. Project awarded January 2018.
- Developed a Strategic Plan webpage (<http://www.fairfieldct.org/spc>) to provide introductory information on SPC, including obtaining public comment, and other activities. Comments captured in database.
- Outlined a Communication Strategy to ensure widespread awareness. Addresses multiple facets from Print to Social media.

Strategic Plan Committee

Work Completed Through 3/1/2018

- Provided updates to BOS (2) and BOF (1), and Economic Development Commission. Several briefings to 1st Selectman.
- Held update meetings with TPZ and Economic Development Department.
- Participated in Economic Development workshop and Economic Development Commission meetings.
- SPC members are maintaining awareness on issues that of importance to Strategic Planning purposes (e.g. Population/census; Economic development; BOE initiatives; Infrastructure; State-Town budget/financial trends; Other)
- Steps underway to jumpstart participation of consulting provider:
 - Town information to brief consultant
 - Planning templates developed to structure situation analysis and direction setting

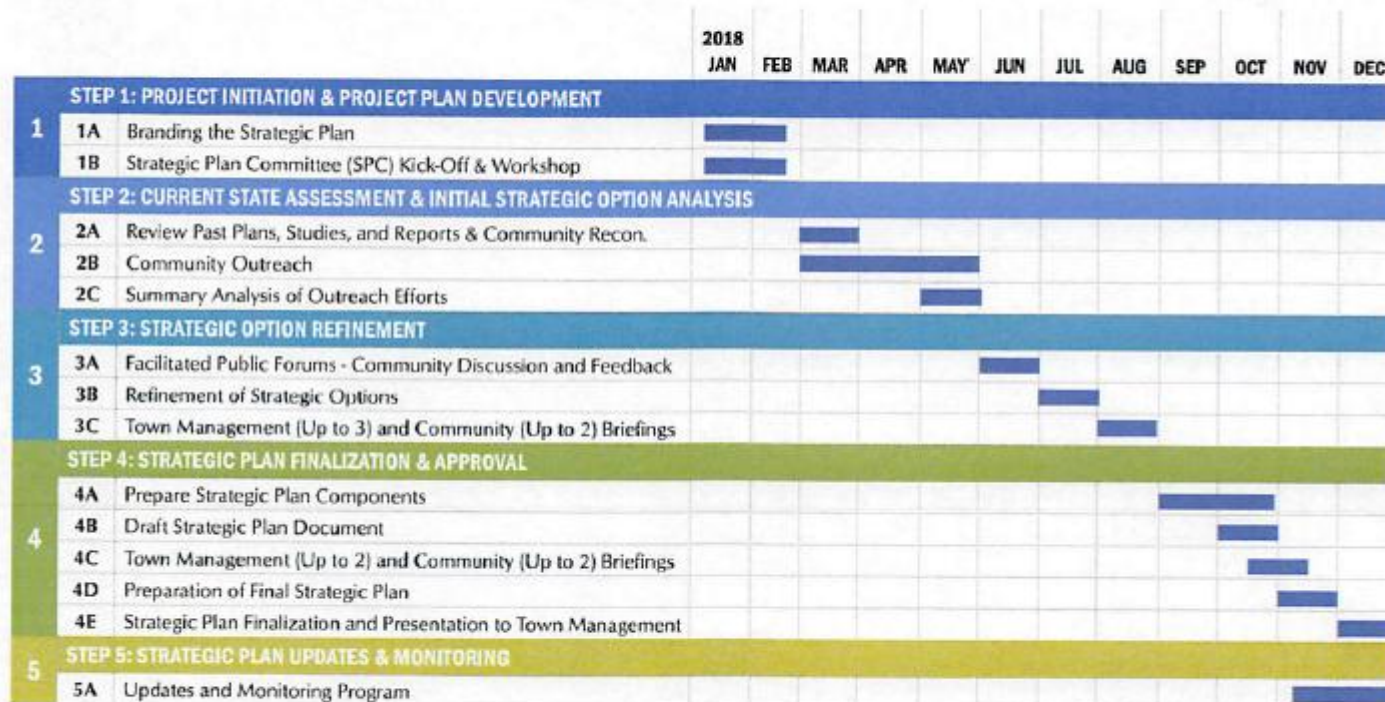
Strategic Plan Committee

Planned Next Steps

- Field consulting team and complete initial planning with SPC.
- Update draft project plan.
- Evaluate current situation and outline strategic issues.
- Begin community engagement and framing interviews.
- Execute overall project analysis as required for Strategic Plan.
- Continue to provide updates to Town Boards, Commissions, and bodies.
- Coordinate with other Town departments, groups, etc.
- Maintain awareness of other initiatives, programs, studies, etc.
- Adapt approach and integrate with other initiatives as necessary to achieve effective execution and optimal result.

Draft Strategic Plan Project Timing

The table below highlights the time period for each step of our proposed scope of work, as well as an indication of the meetings to be conducted and the deliverables to be provided along the way. We are ready to begin work immediately upon selection and are committed to devoting the personnel and resources necessary to completing the assignment within 10 to 12 months as outlined in the RFP.

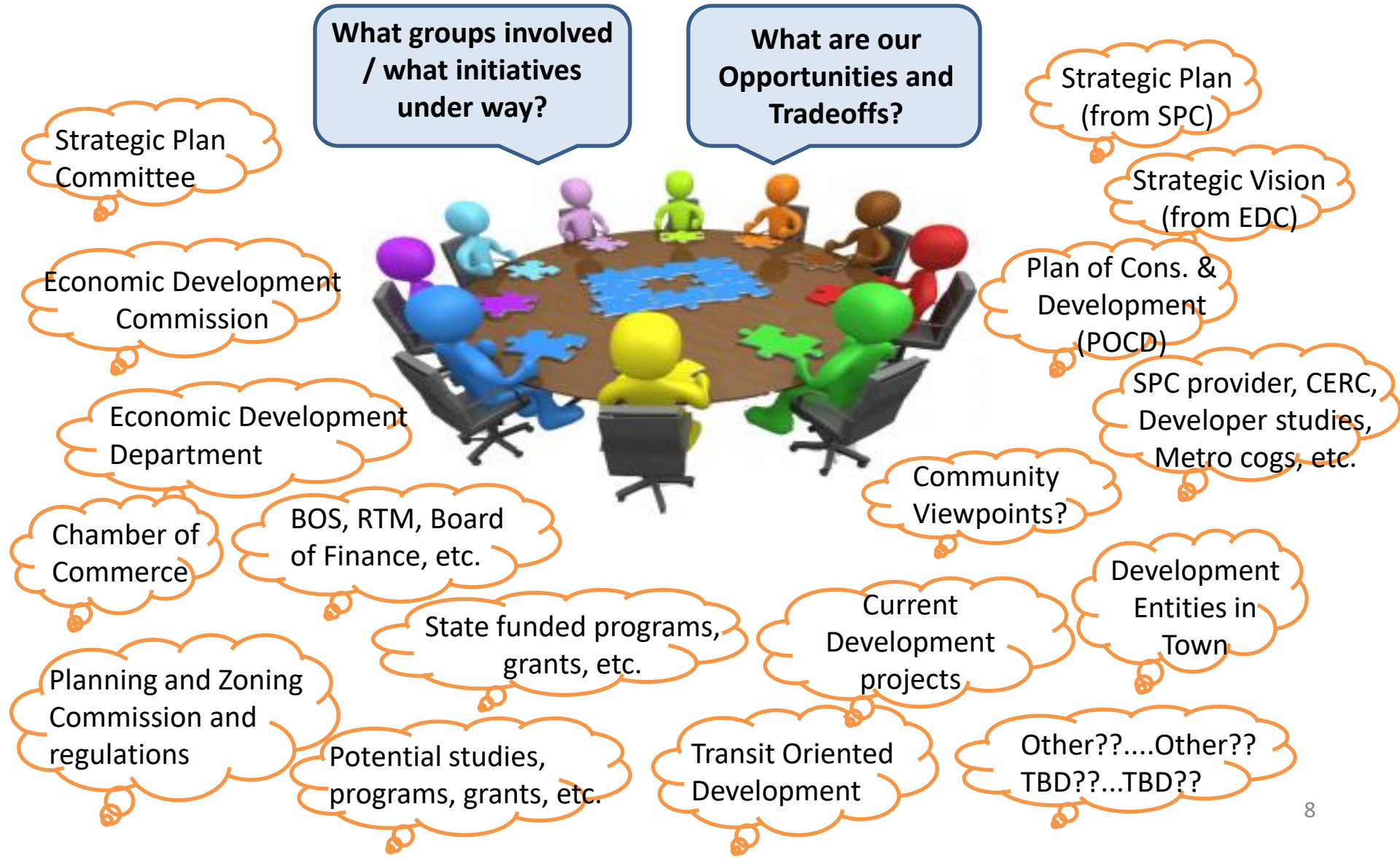


■ Denotes the estimated timeline for each individual task.

Note: Project timing to be updated based on actual start date

Initiatives and Organizations:

Many initiatives are under way here in Town requiring coordination to achieve the most impactful direction, synergies, and effectiveness of execution



Evaluating Potential Changes, Ideas, and Suggestions:

There will be many ideas offered – the focus needs to be on the process by which all ideas are considered on equal footing along with...options and tradeoffs for all

**Are there
different
perspectives
or ideas?**

**Are changes
needed / What
changes / How?**



No sacred cows...
everything on table

Will a Vision for the
Town be created?

What do we put on hold
while we develop the
plan?

Need to look at
tradeoffs re
Town assets

Need to ensure we
use similar Towns as
Fairfield and outside
of CT as well

Why have we waited
so long to do this?

How to react to State
issues – S/T and L/T?

Town services, Education...
change services, restructure,
cut costs, raise taxes?

Should look longer
term - out 30+ years,
but be actionable

Plan needs to be
implementable

Using external
consultant is good

Why is a consultant
needed?

What can be done to
improve/transform
service delivery?

Other??....Other??
TBD??...TBD??

Strategic Planning Activities

It is Essential to Have Your Involvement, Support, and Ideas

- Brainstorming Templates
- SWOT
- Web Survey
- Etc.

The image shows two templates. On the left is a SWOT analysis grid with columns for Strengths, Weaknesses, Opportunities, and Threats, and rows for Internal and External factors. On the right is a brainstorming template with a grid for listing ideas.



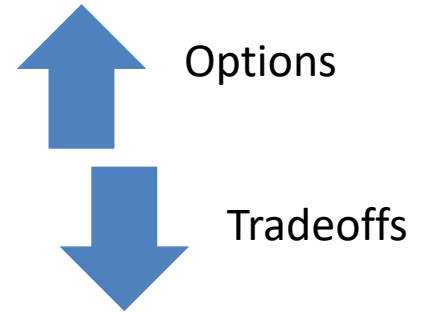
Community Workshops



Do It Yourself Workshops



Options and Alternatives



How you can help.....

Provide Input



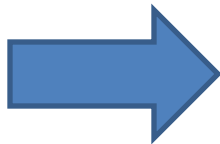
Participate



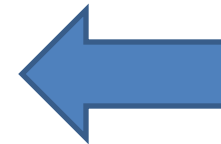
Conduct a DIY workshop



Evaluate benefits and implications



Having an RTM Liaison from each district would be helpful



Strategic Plan Committee

Questions and Suggestions

- Are there questions on the information provided?
- Are there suggestions or observations for additional or different activities?
- Are there questions on the process planned going forward?

Strategic Plan Committee Appendices

- Background and SPC Members
- SPC Charge
- RFP Responses

Strategic Plan Committee

SPC Background and Members

- BOS in consultation with other Town Boards determined that a Strategic Plan would benefit the longer term planning needs of the Town, and developed a Strategic Plan Committee (SPC) charge.
- BOS invited residents with an interest and capability to submit their application for consideration and evaluated candidates.
- SPC sworn in and initiated monthly meetings in June 2017.

SP Committee Members:

Marlene Battista (Secretary)	Stephanie Schechter
Patti Dyer	Justin Thomas
Jay Gross (Vice Chair)	Kristen Tierney
Karen Kaiser	John Wynne (Chair)
Jaclyn Picarillo	

Strategic Plan Committee

SPC Charge

- Engage a planning consultant with coordination of Town purchasing. Emphasis will be placed on ensuring community engagement.
- Develop a process for completing the plan, which may include several phases.
- Update BOS quarterly, and other Town Boards as appropriate.
- Leverage identified best practices from other municipalities.
- Utilize approaches to gather Stakeholder input and inform and educate residents as appropriate to ensure community awareness and involvement.
- As appropriate and necessary, add members or establish subcommittees to deepen specific necessary skills or perform analysis in order to ensure development of a comprehensive and thorough plan.

Strategic Plan Committee

RFP Responses

- 8 proposals received. Each response had interesting elements. All aspects of RFP requirements should be able to be achieved.
 - Extensive community input leveraging many approaches
 - Structured SWOT assessment
 - Strategic options and tradeoffs
 - Implementation plan
- Target to start work early in 2018. General timeframe is 1 year to complete. It is recognized that a balance between speed and thoroughness will be critical.

Firm	Location
Blum Shapiro Consulting	West Hartford, CT
CT Economic Resource Center	Rocky Hill, CT
Future IQ	Minneapolis, MN
Houseal Lavigne Associates	Chicago, IL
Kairos Development Group	Philadelphia, PA
Management Partners	Cincinnati, OH
The Novak Consulting Group	Cincinnati, OH
Seismic Partners, LLC	Southport, CT

Special Projects Standing Building Committee

Seat	Name	Position	Party	Term Start	Term End
1	[VACANT]		*	02/03	
2	Amato, Leonard D		U	02/03	
3	Kelly, Alfred J		R	02/03	
4	Purcell, Jane A	Vice Chair '18	U	02/03	
5	Keough, Gerard J	Secretary '18	R	02/03	
BOE	Leeper, Jennifer Marie			11/17	
TFC	Speciale, Richard A	Chair '18		02/03	

Full	
Party Count	
N/A	2
Vacant	1
Republicans	2
Unaffiliated	2
Total Full	7

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Town of Fairfield

Office of the First Selectman
725 Old Post Road
Fairfield, CT 06824

NEW BOARDS AND COMMISSIONS QUESTIONNAIRE

To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at firstselectmanffld@town.fairfield.ct.us. Please note that your resume and completed questionnaire are public documents. If you have any questions please contact Kathleen Griffin at 203-256-3030 or kgriffin@town.fairfield.ct.us.

Board/Commission: **Special Projects Standing Building Committee**

Date: **February 15, 2018**

Name: **Rodney J. Van Deusen, Jr.**

email: **vandu76@optonline.net**

Address: **157 Longdean Road
Fairfield, CT 06824**

home phone: **203-254-7587**

work phone : **230-683-2604**

cell phone: **203-395-8121**

1. How did you learn about this position?

I was on the TFC committee with the Chairman Richard Speciale

2. Why are you interested in serving and how can you contribute to this board / commission?

My contribution to the committee would be my 35 years in the design and construction industry. I have managed projects both on the design side and from the construction side. Projects that I have managed ranged from \$100,000 addition to a \$500 million high-rise in Manhattan.

3. Have you attended the meetings of any similar committees or reviewed past minutes or agendas? If yes, please specify.

Unfortunately, I have not had the opportunity to attend any meetings other than the TFC meetings.

4. Have you read the committee charge? **Yes, I have read the Committee Charge**

5. Do you have any potential conflict of interest? **None that I am aware of.**

6. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation? **I am a registered voter in the Town of Fairfield as a Democrat.**
-

7. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

I believe my qualifications will be an asset to the town and this project. With over 35 years in the design and construction industry, it is my belief that I can contribute and provide guidance to the B.O.S. and the other committee members.

Resume
For
Rodney J. Van Deusen, Jr.
157 Longdean Road, Fairfield, CT 06824
Cell: 203-395-8121 - Vandu76@optonline.net

Senior Project Manager and Construction Professional

Career Summary:

Senior Project Manager/Inspector with a record of progressively responsible supervisory, leadership, business development, marketing, complex project management and design positions. I have broad base experience in project management and structural engineering (steel, concrete and timber) relating to commercial, waterfront and high-end residential structures. I have expertise in complex assessment inspections, waterborne transportation design and construction, and construction administration. A comprehensive knowledge of design and construction standards and codes. A demonstrated ability to build long-term client relationships and determine cost effective solutions to design, construction and regulatory issues. Key Strengths Include:

Commercial Structural Damage Investigations	Residential Damage Evaluations
Knowledge of Building Codes	Construction Management
Certified Surface Air Supplied Diver	Waterfront Design, Permitting, and Construction
Client Interaction	Proposal Generation
Specification and Bid Preparation	Glass and Curtain Wall Design
Timber, Steel and Concrete Design	Above and Below Water Inspections
Business Development	Engineering Design and Management

Professional Experience:

ARGE Consulting LLC

October 2010 – Present

Position: Principal

Department: Project/Program Management and Design

I am directly responsible for the development and guidance for a consultancy specializing in project / program management, waterfront design, permitting and inspection, residential design and construction management. Developed and directly responsible for design concepts, supervision of office and field personnel, client interaction and satisfaction, generation of proposals, and development of marketing materials.

Responsibilities:

- Business Development – Responsible for the development of the strategic plan and direction, providing and guiding the firm's direction, vision and mission.
- Marketing – I am responsible for coordinating all marketing efforts for this firm. These efforts include: developing the web site, managing social media outlets, meeting with potential clients, attending and participating in industry organizations and events, initiate a quarterly newsletter, generation of successful proposals and monitoring proposal win/loss ratios.
- Project Management – Responsible for managing and implementing the overall project and program management for the firm. This includes project scheduling, estimating, report generation, review of change orders, review and generation of RFPs, client interaction and support.
- Investigations – Inspections include residential structural evaluation, commercial structural evaluation and waterfront structures.
- Design – Responsible for all aspects of design oversight including staff scheduling, reviewing calculations, preparing or reviewing permitting applications for local, state and federal agencies, reviewing drawings and specifications.
- Construction Administration/Management – Responsibilities will include preparing bid documents, bid review and evaluation, review of shop drawings, attending construction progress meetings, onsite supervision to assure adherence to design documents, and project closeout.

I-ENG-A of Southern Connecticut

October 2010 – October 2012

Position: Sr. Forensic Inspector

Department: Structural Engineering/Waterfront

In this position I was directly responsible for investigation and inspection of residential and commercial structures for insurance and residential clients. This work included on site investigation, developing comprehensive reports, design of repairs as required and estimating the cost of damage and subsequent repairs.

Responsibilities:

- Subrogation Claims
- Structural Claims
- Structural Defects
- Fire and Arson Investigations
- Auto and Marine Claims
- Litigation Support

CSE, LLC

October 2010 – October 2012

Position: Sr. Project Manager/Senior Engineer

Department: Structural Engineering/Waterfront

I was directly responsible for engineering and management of projects for architectural, engineering, commercial, insurance and residential clients. Design work included conceptual development of structural systems, analysis and design of new and existing structures, complete design documents, specifications, code compliance and cost estimating. This work amounted to approximately thirty percent of the firm's annual fees. Project management scope included identifying and developing clients, preparing proposals and managing projects through completion.

Responsibilities:

- Project Management
- Engineering Design
- Residential Damage Investigation and Evaluations
- Forensic Engineering Investigations
- Construction Administration/Management

Ocean and Coastal Consultants, Inc.

April 2005 – October 2010

Position: Project Manager/ Lead Engineer Diver

Department: Structural Engineer/Waterfront/Transportation

I was responsible for the overall management of waterborne transportation projects for the firm and provided general management and structural support for other sectors. Construction cost for the projects I was directly responsible ranged between \$100k and \$15 million. Project management included overall management of projects, scheduling of personnel, project cost control, proposal generation, business development and marketing. Average fees generated were 1.25 to 1.5 million per year. Other responsibilities included managing the marketing department and a contributing member of the Executive Management Committee. The Executive Management Committee was tasked in reviewing the firm's performance and providing guidance direction for new market sectors and continued growth.

Responsibilities:

- Business Development
- Executive Management Committee
- Marketing
- Project Management
- Lead Engineer Diver
- Waterfront Engineering Design
- Construction Administration/Management
- Safety Committee

McLaren Engineering Group

June 1992 - April 2005

Position: Division Chief/Project Manager/Staff Engineer
Department: Marine/Waterborne Transportation

As Division Chief for the Marine and Waterborne Transportation Divisions I was responsible for leading and directing a staff of six engineer divers, four engineers and four commercial divers. In this position responsibilities included overall day-to-day operations, business development, marketing, client interaction, staff scheduling, proposal generation and design oversight. Annual fee generation for these divisions was a combined \$2.5 to \$3.5 million dollars per year.

Thune Associates Structural Engineering

October 1982 - June 1992

Position: Design Engineer/Draftsman
Department: Structural Engineering - Buildings

As design engineer I reported to the Chief Structural Engineer and was responsible for the complete structural design of commercial and residential structures.

Education:

Wentworth Institute of Technology
B.S./Architectural Engineering
Wentworth Institute of Technology
A.D./Architectural Engineering Technology
Wentworth Institute of Technology
A.D./Building Construction Technology

Certifications:

SAS Work Diving Safety and Supervision Course/ 2005/Florida Keys Community College
TWIC Card
Certified Diver - SDI
American Red Cross CPR/AED Adult
Dan O2 training
American Red Cross First Aid
American Red Cross Bloodborne Pathogens

Professional Affiliations:

The Society of Naval Architects and Marine Engineers - Member
American Society of Civil Engineers - Member
Coasts, Oceans, Ports and Rivers Institute - Member
Connecticut Maritime Association, Inc.
Metropolitan Waterfront Alliance
Structural Engineer's Association of NY

Awards/Recognition:

Design Award – First Place for the design of repurposing of the main sanctuary of the United Methodist Church located in Rutland, VT.
Certificate of Appreciation - Department of Design and Construction in appreciation for efforts during the clean up of the World Trade Center Site.
Letter of Appreciation - Port Authority of New York and New Jersey for the design and installation of a temporary ferry terminal at Pier A in lower Manhattan.
Letter of Appreciation – The Thornton Tomasetti Group, Inc. for the work completed during the clean up of the World Trade Center site.
Certificate of Appreciation - Assistance in construction of the first recycled plastic bridge over Hannacroix Creek in Greene County, New York.

Computer Skills:

Microsoft - Word	Bentley Systems – RAM
Microsoft – Excel	AutoCAD
Microsoft – PowerPoint	
Microsoft - Project	
Bentley Systems – STAAD Pro	

To hear, consider, and act upon the following resolution to enable the Town of Fairfield to participate in the Sustainable CT Municipal Certification Program:

“WHEREAS, Sustainable CT is a comprehensive, statewide, action-oriented voluntary certification program, built by and for municipalities, with the vision that:

Sustainable CT communities strive to be thriving, resilient, collaborative, and forward-looking. They build community and local economy. They equitably promote the health and well-being of current and future residents. And they respect the finite capacity of the natural environment.

WHEREAS, Sustainable CT is designed to boost local economies, help municipal operations become more efficient, reduce operating costs, and provide grants and additional support to municipalities;

WHEREAS, the Town of Fairfield embraces an ongoing process of working toward greater sustainability, selecting which actions it chooses to pursue from the voluntary menu of actions provided by Sustainable CT;

WHEREAS, a resolution of the Representative Town Meeting of the Town of Fairfield is required in order to enable the Town to participate in the Sustainable CT Municipal Certification Program;

NOW, THEREFORE BE IT RESOLVED, that the Representative Town Meeting of the Town of Fairfield does hereby authorize the participation of the Town of Fairfield in the Sustainable CT Municipal Certification Program; and

FURTHER RESOLVED, that the First Selectman or his designee shall serve as the Town of Fairfield’s Sustainable CT contact person for the Sustainable CT Municipal Certification process, and the First Selectman or his designee is hereby authorized to complete Municipal Registration on behalf of the Town of Fairfield; and

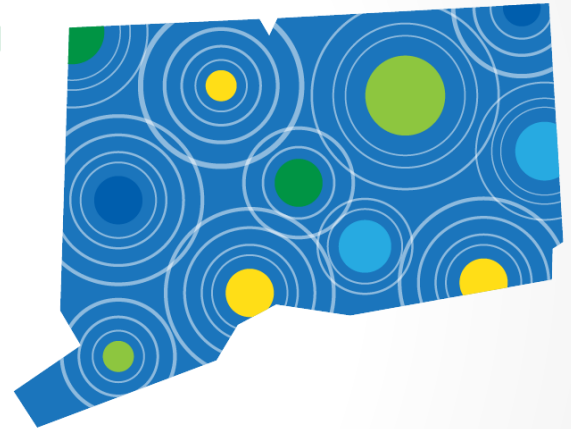
FURTHER RESOLVED, that to focus attention and effort within the Town of Fairfield on matters of sustainability, and in order to promote the Town of Fairfield’s local initiatives and actions toward Sustainable CT Municipal Certification, the Town of Fairfield has established an advisory Sustainability Team known as the Sustainable Fairfield Task Force (formerly known as the Fairfield Clean Energy Task Force) to manage this program on behalf of the Town; and

FURTHER RESOLVED, that the Sustainable Fairfield Task Force shall meet within 90 days of passing this resolution and that the Task Force shall meet as frequently as needed, but no less than quarterly; and

FURTHER RESOLVED, that the Sustainable Fairfield Task Force shall report annually to the Board of Selectmen and the Representative Town Meeting on the progress of its activities toward Sustainable CT certification, with reports and presentations made publicly available.”

Sustainable CT

Local Actions. Statewide Impact.



Fairfield RTM
March 2018

About Sustainable CT

- Voluntary certification program to recognize thriving and resilient municipalities.
- Provides a wide-ranging menu of best practices, grants portal and listing of resources.
- No cost to join; no risks or penalties
- Developed with input from municipal leaders, CCM, state agencies, non-profits, businesses and residents.
- Administered by Institute for Sustainable Energy/ECSU.
- 25 towns so far & growing!

How to Register

1. Pass a resolution
2. Establish a Sustainability Team (or existing body) – Sustainable Fairfield Task Force
3. Designate a municipal contact person – Ed Boman, Assistant Director Public Works
4. Complete sustainability actions
5. Apply for certification
 - Bronze = 200+ points
 - Silver = 400+ points

Action Categories

1. Thriving local economies
2. Well-stewarded land & natural resources
3. Vibrant & creative cultural ecosystems
4. Dynamic & resilient planning
5. Clean & diverse transportation systems & choices
6. Efficient physical infrastructure & operations
7. Strategic & inclusive public services
8. Healthy, efficient & diverse housing
9. Inclusive & equitable community impacts

Inside the Menu

An Example

- Thriving Local Economies
 - Support redevelopment of brownfields
 - Implement sustainable purchasing
 - Inventory & promote local retail options
 - Objective: Make municipal residents aware of opportunities to conveniently purchase products and services from local retailers
 - What To Do: Select a target sector & develop an inventory of local retail options for that sector (up to 20 points)
 - Provide resources & supports to local businesses
 - Promote sustainable workforce development
 - Participate in & promote C-PACE

Renewable Projects



Create a Tourism and Cultural Asset Map

exper!ence
fairfield

[EVENTS](#)

[DO](#)

[STAY](#)

[EAT](#)

[SHOP](#)

[GETTING HERE](#)

[Town Map](#)

[Search Q](#)



Fairfield, Connecticut

Fairfield, Connecticut is a charming, quintessential New England town set on five miles of coastline on Long Island Sound. Fairfield is a place where you can walk, hike or bike or just kick back and relax in one of the many parks or town beaches. Stroll through Fairfield's Historic District, listed on the National Register of Historic Places or picturesque Southport amidst landmarks of the past as well as exceptional examples of Colonial, Victorian, and Federalist architecture.

Fairfield is also home to both Fairfield University and Sacred Heart University, where you can take in a sporting event, a musical, dance or theatrical performance or a lecture. Dress up or dress down. Shop until you drop. Browse the galleries, take in a show at the Fairfield Theatre Company or visit one of the growing number of restaurants where you'll find everything from casual to fine dining, outdoor cafes to historic taverns with a fireplace. Winter, spring, summer or our beautiful New England fall, it's always a great time to visit Fairfield.

Provide Watershed Education



What CT Leaders Are Saying

“We are excited to work on the menu of actions listed in the program, many of which aptly represent the values of the residents of the town of Durham. Because of the good work already done by staff and volunteers, some actions will be uploaded as complete right from the start.”

- Laura Francis, First Selectman, Durham, CT

“If you look at these programs, they make your town more attractive to residents, to developers and improve your community.”

- Steve Dunn, First Selectman, Brookfield, CT

“It’s good for municipalities; it’s good for Connecticut.”

- Ben Blake, Mayor, Milford, CT



What Others Are Saying

With the help of dedicated staff and residents and Sustainable Jersey, Woodbridge Township is consistently recognized as the most environmentally friendly community in the state.

“That matters to our residents. It matters to our businesses who are proud to be in Woodbridge. It matters to businesses who are looking for a place to locate and choose Woodbridge.”

- Mayor John McCormac, Woodbridge Township, NJ
Connecticut Conference of Municipalities Annual Convention,
Foxwoods, November 28, 2017

Ordinance Establishing a Housing Trust Fund

Section I: Purpose

Pursuant to Conn. Gen. Stat. § 7-148(c)(2)(K), the Town of Fairfield does hereby create a special fund to provide affordable housing for the Town of Fairfield. The Fund shall be known as the Affordable Housing Trust Fund, hereinafter the “Fund”. Such Fund shall not lapse at the end of the municipal fiscal year.

Section II: Sources of Funding, Investments, and Limitations on Use of Fund

- A. In addition to such sums as may be directly appropriated by the Town for deposit into said Fund (if any), the Town is authorized to and shall deposit all other monies received by it for the purposes of affordable housing, from whatever source such monies are received (the “Sources”). The Sources may include, but are not limited to, building department fees, inclusionary zoning fees, monetary gifts, grants, loans, and monies received from state and federal agencies.
- B. Said Fund shall be in the custody of the Town of Fairfield. All or any part of the monies in said Fund may be invested in any securities in which public funds may be lawfully invested. All income derived from such investment shall be placed into the Fund and become a part thereof. The monies so invested shall at all times be subject to withdrawal for use as hereinafter set forth.
- C. No sums contained in said Fund, including interest and dividends earned, shall be transferred to any other account within the town budget. However, in the event that work is performed by departments of the Town of Fairfield pursuant to this ordinance, the cost of said work may be reimbursed from the Fund under Section III(B). No expenditures shall be made from said Fund except in accordance with the provisions of this ordinance. No expenditures shall be made from the Fund in excess of the available balance in the Fund.

Section III: Expenditures from Fund

- A. The continuation of the Fund shall be perpetual, notwithstanding that from time to time said Fund may be unfunded.
- B. Expenditures shall be made from the Fund only in accordance with the following procedures and requirements:
 - 1. Said expenditures shall be made exclusively for the costs associated with the investigation, appraisal, acquisition, constructing, rehabilitating, repairing, administration, fees and maintenance costs relating to parcels of land, both improved and unimproved, or development rights, easements, deed restrictions, options, interests or rights therein, the use of which shall be limited to retention or designation of parcels

for their long term use in providing affordable housing within the meaning of Conn. Gen. Stat. § 8-30g.

2. Recommendations for any and all proposed expenditures from the Fund shall be submitted to the Affordable Housing Committee (AHC) and the Director of Community & Economic Development for approval. Recommendations from AHC and the Director of Community & Economic Development for expenditures from the Fund shall be submitted, including the sum to be expended, to the Fairfield Board of Selectmen for the approval of the Board of Selectmen.
3. The AHC will provide an annual report of the amount in the Housing Trust Fund and the expenditures to members of the Representative Town Meeting at their January meeting.

Article III: Tax Relief for Elderly and Disabled Homeowners

[Adopted 9-20-1982; amended in its entirety 9-23-2013]

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

§ 95-8 Conditions for eligibility.

A.

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

B.

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

C.

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

(1)

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

(2)

Such applicant shall have been a taxpayer of the Town of Fairfield and have paid taxes for ~~a period of one year immediately prior to his or her receipt of tax benefits under this article~~ at least one year as of October 1st of the current Grand List year.

(3)

The property for which the benefit is claimed is the legal residence of such applicant and is occupied more than ~~265~~ 183 days of each year by such applicant.

(4)

Such applicant(s) shall have applied for property tax relief under any state statutes applicable to persons 65 and over and the permanently and totally disabled for which he or she is eligible. If such applicant has not applied for tax relief under any state statutes because he or she is not eligible, he or she shall so certify by filing on a form acceptable to the Assessor an affidavit attesting to his or her inability.

(5)

Such persons shall have individually, if unmarried, or jointly, if married, qualifying income in an amount not to exceed limits described below for each program for the tax year ending immediately preceding the application for tax relief benefits. "Qualifying income" is defined as adjusted gross income, as defined in the Internal Revenue Code of 1986, as may be amended from time to time, plus the nontaxable portion of any social security benefits, railroad retirement benefits, any tax shelter losses, income from other tax-exempt retirements and annuity sources and income from tax-exempt bonds and any other income not includable in adjusted gross income. Unreimbursed gross medical and dental expenses (qualifying as and included on a federal income tax return of the calendar year immediately preceding the year of application as an itemized deduction before application of the 7.5% or other limitation) of such person and the spouse are deductible from their income in arriving at qualifying income to the extent such expenses exceed 30% of their qualifying income determined before this medical deduction.

(6)

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

(7)

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

(8)

~~The taxpayer shall not be delinquent in payment of real property taxes, personal property taxes, motor vehicle taxes, sewer use charges, or sewer assessments for any period extending back more than one year immediately preceding the date of his application.~~

(9)

Any 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 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.

D.

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

§ 95-9 Application.

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

A.

Any eligible taxpayer, or his/her authorized agent, shall file applications for tax relief and tax deferral under this chapter with the Town of Fairfield Assessor, any time from the first of February to the 15th day of May, prior to the commencement of the tax year for which tax relief is claimed, on a form or forms prescribed and furnished by the Town of Fairfield. In making such application, the taxpayer shall present to the Assessor, in substantiation of his/her application, a copy of his/her federal income tax return for the calendar year immediately preceding the year of application, a copy of the Social Security Act Administration Form 1099, or, if not required to file a return, such other evidence of qualifying income which the Assessor may reasonably require to establish compliance with the income qualifications provided in § 95-15 of this article. The applicant, or his/her authorized agent, shall sign a sworn affidavit in the presence of the Assessor affirming the accuracy of the statements in the application.

B.

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

C.

Affidavits or applications or other documents presented in support of the application for tax relief or tax deferral shall not be open for public inspection and shall not be disclosed except in connection with claims of fraud.

D.

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

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

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

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

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

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

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

§ 95-13 Effect on other benefits.

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

§ 95-14 Partial waiver of lien rights.

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

§ 95-15 Tax relief programs.

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

A.

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

(1)

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

(2)

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

(3)

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

(4)

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

(5)

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

(6)

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

B.

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

(1)

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

(2)

All benefits shall be reimbursed to the Town upon the death of the recipient, unless the recipient's surviving spouse applies for benefits under this program and also qualifies under § 95-8, or conveyance of the real property subject to taxation.

(3)

All benefits shall be subject to an interest charge at the greater of the annual percentage rate of 3% or the rate on ten-year United States Treasury Notes. The rate for the purposes of this subsection shall be set by the Chief Fiscal Officer of the Town of Fairfield on January 31 in each calendar year or, if such day is a day on which the fiscal office of the Town of Fairfield is not open, on the next prior day on which it is open. Such rate shall be effective for the following year. Such interest shall be simple interest, not compounded, and shall accrue from the date of deferral until the date of repayment.

(4)

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

(5)

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

(6)

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

(7)

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

C.

Tax credit.

(1)

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

Qualifying Income		Tax Credit	Cap
Over	To	(percentage of tax due)	(not to exceed)
\$0	\$16,700	67%	\$5,000
\$16,701	\$23,900	60%	\$4,500
\$23,901	\$29,500	50%	\$3,700
\$29,501	\$35,300	42%	\$3,500
\$35,301	\$43,400	33%	\$2,700
\$43,401	\$50,600	25%	\$2,000
\$50,601	\$70,000	15%	\$1,400

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

(2)

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

§ 95-15.1 Report by Assessor.

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

§ 95-15.2 Severability.

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

§ 95-15.3 When effective.

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

§ 95-15.4 RTM Review Committee.

[Amended 2-23-2015]

| At its first regularly scheduled meeting in January ~~2016~~2020, the Representative Town Meeting shall convene a special committee to review Article III of Chapter 95, Tax Relief for Elderly and Disabled Homeowners.

TAX ABATEMENT AGREEMENT

THIS AGREEMENT, entered into this day of , 2018, by and between the Town of Fairfield, Connecticut, with an address at Independence Hall, 711 Old Post Road, Fairfield, CT 06824, acting herein by Michael C. Tetreau , its First Selectman, duly authorized (hereinafter referred to as "Town") and Operation Hope Properties, LLC, a Connecticut Limited Liability Company, with offices at Nichols Street, Fairfield, CT 06824, acting herein by Carla Miklos, its member, duly authorized (hereinafter referred to as "Owner")

WITNESSETH THAT the parties hereto have agreed as follows:

Section 1. Defined Terms. For the purpose of this agreement, the following terms shall have the meanings, respectively, ascribed to them below:

(a) "The Town" shall mean the Town of Fairfield, Connecticut, organized and existing pursuant to the laws of the State of Connecticut and shall include any successor in interest whether by act of a party or parties to this Agreement or by operation of law or otherwise.

(b) "The Owner" shall mean Operation Hope Properties, LLC, a non-profit Limited Liability Company organized under the laws of the State of Connecticut and having a principal place of business in Fairfield, Connecticut and shall include any successor in interest whether by act of a party or parties to this Agreement or by operation of law or otherwise.

(c) "The Property" shall mean that certain parcel or parcels of land owned by The Owner and described on Exhibit A attached hereto and made a part hereof.

(d) "Taxes" shall mean the real property taxes assessed and levied by the Town pursuant to Chapters 203 and 204 of the General Statutes, and includes each installment and part thereof hereafter due the Town, as such taxes may hereafter be increased or decreased as a result of increases or decreases in the assessed valuation of the Property, or in the tax rate for the Town.

Section 2. Abatement. The Town shall in each tax year abate the taxes payable by the Owner which the Owner would be obligated to pay to the Town in the absence of this Agreement.

Section 3. Use of Abated Taxes.

The Owner shall use the monies which, but for the abatement provided in Section 2, it would otherwise have paid to the Town, for one or more of the following purposes: To reduce rents below the levels which would be achieved in the absence of such abatement, to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Connecticut Commissioner of Housing or his successor by regulation, to improve the quality and design of such housing, or to provide necessary related common facilities or services in such housing.

Section 4. No Contract Right to Benefits.

No family receiving tax abatement benefits pursuant to this Agreement shall have a contractual right to such benefits or any rights under or by virtue of this Agreement or otherwise. The Owner shall reserve the right to terminate, suspend, or reduce the allowance of tax abatement benefits for any or all of the families receiving such benefits by notice in writing to such family, not less than thirty days before the effective date of such termination, suspension or reduction, if such termination, suspension or reduction becomes necessary, in the judgment of the Owner, for any of the reasons stated in Section 8 hereof.

Section 5. Inspection, Audit and Access to Records.

(a) To ascertain that the tax abatement benefits granted hereunder are being properly utilized in accordance with this Agreement, the Town by its duly designated agents, shall have full and free access to the Project, to the separate dwelling units therein and to the occupants thereof, and to all books, accounts, documents, papers and records of the Owner, and shall have the right to audit and make copies of and excerpts from the same.

(b) The Owner shall maintain records which will fully disclose:

- i. The monthly rent paid for each unit.
- ii. The disposition by the Owner of the tax abatement benefits.

All such records shall, to the extent permitted by law, not be considered public records but shall be made available at any time during regular business hours and as often as the Town may require and upon written request, pursuant to Section 15 hereinafter set forth, to the duly authorized representatives of the Town.

Section 6. Effective date; Expiration.

This Agreement shall be effective as of October 1, 2017 and shall apply to all of the taxes assessed as of that date and thereafter. The term of abatement shall extend for the remainder of said year and for thirty-nine (39) fiscal years thereafter.

Section 7. Payment of Taxes on Expiration, Termination, Suspension Or Modification of Agreement.

(a) Upon the expiration of this Agreement or its earlier termination or suspension, the Owner shall pay to the Town the taxes, which, but for the abatement granted by this Agreement, the Owner would have been obligated to pay for the tax year in which this Agreement expires or is terminated or suspended.

(b) In the event of modification of this Agreement which reduces the abatement granted hereunder, the owner shall be obligated to pay the increased tax resulting therefrom for the remainder of the tax year in which such modification becomes effective.

Section 8. Grounds for Termination, Suspension or Reduction of Abatement.

This Agreement may, at the option of the Town, be terminated, suspended or modified, and the abatement granted hereunder terminated, suspended or reduced:

(a) If at any time the dwelling units upon which taxes have been abated pursuant to this Agreement are not occupied solely by low and moderate income persons; or

(b) In the event of any other breach or default, or threatened breach or default, by the Owner of any of the terms and conditions of this Agreement.

Section 9. Termination; Procedure.

(a) If the Town exercised its option to terminate, suspend or modify this Agreement for the reasons set forth in Section 8(a), it shall send the Owner a written notice that it has so elected, naming the date on which such termination, suspension or modification shall become effective, which date shall be not less than thirty days from receipt by the Owner of said notice.

(b) If the Town exercises its option to terminate or suspend this Agreement for the reasons set forth in Section 8(b), the Town shall first send to the Owner a written notice of breach or default, setting forth the particulars and demanding that the conditions or actions complained of shall be corrected within a prescribed period not less than thirty days from receipt of the notice. In the event that the conditions or actions complained of are not corrected to the satisfaction of the Town within the prescribed period, the Town may suspend or terminate this Agreement by sending the Owner a written notice of suspension or termination, naming the effective date of such suspension or termination, which date shall be not less than ten days from receipt by the Owner of the said notice.

Section 10. Restitution of Benefits Misused or Unused.

In the event that it is determined, through an inspection or audit pursuant to Section 5 hereof or otherwise, that the Owner is not using the tax abatement benefits granted hereunder for the purposes agreed to by this Agreement, the Collector of Taxes or other duly designated agency or officer of the Town shall secure the restitution of so much of the tax abatement as, in the determination of the Town, the Owner has misused or not used as aforesaid, together with interest and penalties from the date such abated taxes would otherwise have become payable.

Section 11. Remedies Not Exclusive.

The Town may, whether or not it exercises its option to terminate or suspend in accordance with Section 8, in addition or in lieu thereof institute any actions and proceedings at law or in equity, to compel specific performance, restitution, and the payment of all damages, expenses and costs, including reasonable attorney fees, which Owner agrees to pay. The rights and remedies of the parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise at the same or different times of any other such right or remedies.

Section 12. Non-Waiver of Remedies.

The failure or omission of a party to terminate this Agreement or to invoke any rights or remedies to which it may be entitled under this Agreement or otherwise for the causes hereinabove set forth, or for any other cause or reason, shall not be deemed or construed to be a waiver of, and shall not destroy or affect, the right of such party to terminate this Agreement or to invoke such rights or remedies at any future time for the same, similar or other causes or reasons.

Section 13. Severability.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws.

Section 14. Amendments.

This Agreement constitutes the entire contract between the Parties. No changes in this Agreement shall be made except by a writing attached to this Agreement and signed by a duly authorized officer of the Owner and by the duly authorized officer of the Town.

Section 15. Approvals and Notices.

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Town or Owner, as the case may be, and sent by registered or certified mail, postage prepaid, or by private courier, to the principal office of the Party to whom it is directed, which are as follows:

Owner: Operation Hope Properties, LLC
 Nichols Street
 Fairfield, CT 06824

Town: Tax Collector, Town of Fairfield
 611 Old Post Road
 Fairfield, CT 06824

The above-listed parties shall promptly notify each other of any change of their respective addresses set forth above.

Section 16. Waiver of Tax Exemption.

The Owner covenants and represents that, with regard to the subject properties, it will not claim tax-exempt status during the term of this agreement and hereby waives any claim that it might have to tax exemption as a charitable non-profit organization during the term of this agreement.

IN WITNESS WHEREOF, on this day of , 2018,
the parties have caused this Agreement to be signed, sealed and delivered by their duly

authorized officers, the Town of Fairfield acting herein by its First Selectman and Owner acting herein by its Member.

Signed, sealed and delivered in
the presence of:

TOWN OF FAIRFIELD

By _____
Michael C. Tetreau, First Selectman

OPERATION HOPE PROPERTIES,
LLC

By _____
Carla Miklos, Member

RESOLUTION REGARDING TAX ABATEMENT FOR LOW OR MODERATE INCOME HOUSING

WHEREAS: Pursuant to section 8-215 of the Connecticut General Statutes, any municipality may by ordinance provide for the abatement in part or in whole of real property taxes on any housing solely for low or moderate-income persons or families and may by ordinance classify the property on which such housing is situated as property used for housing solely for low or moderate-income persons or families; and

WHEREAS Chapter 95, Article I, Sections 95-1, 95-2, 95-3 and 95-4 of the Town of Fairfield Code of Ordinances deal with Tax Abatement for Church Housing for Fairfield, Inc., which ordinances are no longer needed as the property covered by said ordinance is no longer low or moderate-income housing and therefore not subject to tax abatement.

NOW THEREFORE BE IT ORDAINED that Chapter 95, Article I, Sections 95-1, 95-2, 95-3 and 95-4 of the Town of Fairfield Code of Ordinances are repealed and the following substituted:

Chapter 95, Article I

§95-1. Definitions.

(A) "Low or moderate-income housing" means housing, the construction or rehabilitation of which is aided or assisted in any way, by federal or state statute, which housing is subject to regulation or supervision of rents, charges or sales prices and methods of operation by a governmental agency under a regulatory agreement or other instrument which restricts occupancy of such housing to persons or families whose incomes do not exceed prescribed limits, and shall be deemed to include the property on which such housing is situated.

(B) "Owner" means a person or persons, partnership, joint venture, or corporation who or which has executed, or will execute a regulatory agreement or other instrument which a governmental agency which limits occupancy of the low and moderate income housing owned or to be owned by such person or persons, partnership, joint venture or corporation or persons or families whose incomes do not exceed prescribed limits.

§95-2. Contracts for Abatement.

The First Selectman may, by resolution enacted by majority vote of the Representative Town Meeting, enter into contracts for the Town with owners of low or moderate-income housing granting abatement, in whole, or in part, of the real property taxes on such housing; provided, that such abatement need not be conditioned upon receipt of state reimbursement to the Town for such abatement; and provided, further that each such contract shall require that the owner apply the money equivalent of the taxes abated to one or more of the following specified purposes; (1) to reduce rents

below the levels which would be achieved in the absence of abatement and to improve the quality and design of such housing; (2) to effect occupancy by persons and families of varying income levels, within limits determined by the Commissioner of Housing by regulation, or (3) to provide necessary related facilities or services in such housing. Such abatement shall be made pursuant to a contract between the Town and the owner of any such housing, which contract shall provide the terms of such abatement, that moneys equal to the amount of such abatement shall be used for any one or more of the purposes herein stated, and that such abatement shall terminate at any time when such housing is not used solely for low or moderate-income persons or families. The amount of such abatement shall be established in each such contract, giving due consideration to the purpose or purposes to which the money equivalent to the taxes so abated is to be applied.

§95-3. Procedure.

Any property owner desiring to have real property taxes abated pursuant to General Statutes §8-215 and the provisions of this Article may apply to the Tax Assessor, in accordance with rules and regulations promulgated by the Tax Assessor, for such abatement. The Tax Assessor shall investigate the circumstances regarding such real property and if the Tax Assessor finds that the property qualifies for tax abatement pursuant to General Statutes §8-215 and the provisions of this Article shall prepare an ordinance regarding same and submit said ordinance to the Representative Town Meeting along with the recommendation of the Tax Assessor. Said ordinance shall be considered by the Representative Town Meeting in accordance with its procedures. The recommendation of the Tax Assessor shall be considered by the Representative Town Meeting but shall not be binding upon said body.

§95-4. Term.

The abatement shall become effective on the date specified on the contract between the Town and the owner of low or moderate-income housing. The terms of abatement shall extend for the remainder of the fiscal year in which such abatement becomes effective and may continue as specified in the contract; provided, that such abatement shall terminate at any time when the property for which tax abatement had been granted is not used solely for low or moderate-income housing.

§95-5. Valuation.

For the purpose of determining the amount of taxes to be abated as aforesaid, the present true and actual value of low or moderate-income housing on which rents and carrying charges are limited by regulatory agreement with, or otherwise regulated by, federal or state government or department or agency thereof, shall be based upon and shall not exceed the capitalized value of the net rental income of the housing project. For purposes of this ordinance, "net rental income" shall mean gross income of the project as limited by schedule of rents or carrying charges, less reasonable operating expenses and property taxes.

§95-6. State Assistance.

The First Selectman of the Town of Fairfield may, when authorized by resolution enacted by a majority vote of the Representative Town Meeting, enter into contracts with the State for financial assistance by the State in the form of reimbursement for all or part of the tax abatement granted to an owner of low or moderate-income housing in accordance with this Ordinance by the entering into of such a contract for financial assistance need not be a condition of any tax abatement