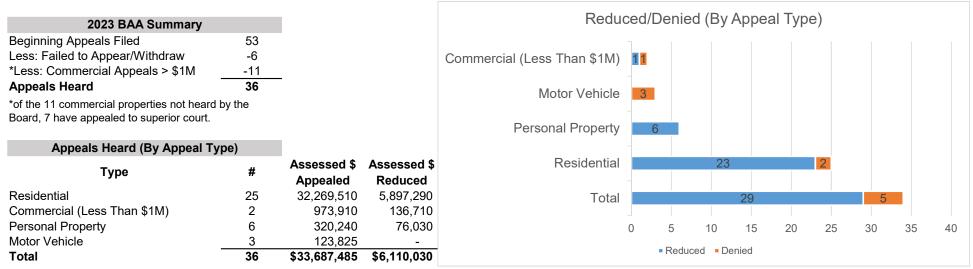
#### 2023 BAA SUMMARY



- Of the reduced properties, 17 were granted the requested amount and 13 were reduced less than the requested amount.

-Decrease in expected tax dollars as a result of reductions is \$168,087

### SUPERIOR COURT APPEALS

	Superior Court Log (Residential/Commercial)										
Commercial		2021	2022	2023	Total						
Closed		65	6	0	71						
Open		4	5	7	16						
Total		69	11	7	87						
Commercial (\$)		2021	2022	2023	Total						
Closed	\$	343,059,640	\$15,380,897	\$-	\$ 358,440,537						
Open	\$	38,012,380	\$28,722,092	\$27,266,820	\$ 94,001,292						
Reduction (\$) Reduction (%)	\$	18,575,400 5.41%	\$ 1,346,870 8.76%	\$- 0.00%	\$ 19,922,270 5.56%						
Residential		2021	2022	2023	Total						
Closed		36	0	0	36						
Open		3	0	0	3						
Total		39	0	0	39						
Residential (\$)		2021	2022	2023	Total						
Closed	\$	62,170,640	0	0	\$ 62,170,640						
Open	\$	3,626,770	0	0	\$ 3,626,770						
Reduction (\$) Reduction (%)	\$	4,620,701	0	0	\$ 4,620,701						

Total Open Tax Appeal Cases =19Total Assessment of Outstanding Appeals =\$97,628,062Estimate (Based on Historical Settlments) =\$228,289

All dollar figures are in Assessed dollars.

- <u>Background</u> The remnants of Hurricane IDA deposited almost 4- 6 inches of rain in a span of few hours resulting in stream and pipe overflows causing damage to the Town's infrastructure. After a year and half review with FEMA regarding documentation of damage, eligibility and approved cost estimates, FEMA has granted formal acceptance of these repairs. FEMA has issued 4 Project Worksheet awards that total \$ 256,335.95. There projects involve stabilizing eroded slopes within public right of way, culvert replacements and culvert /bridge foundation repairs. Projects are currently in the permit review and contract bid process.
- 2. <u>Purpose and Justification</u> FEMA has obligated these funds and formally awarded funding for reimbursement of the project(s). See award letters in back up material.
- 3. <u>Detailed Description of Proposal</u> The proposal includes 4 project worksheets: Verna Hill Culvert replacement, Horse Tavern Brook retaining wall repairs, Twin Brook Lane slope stabilization and material removal and a group of 4 bridge/culverts (Merwins Lane, Governors Lane, Hillside Road and Greenfield Hill Road bridge/culverts) that are in need of scour repair.
- 4. <u>Reliability of Cost Estimate</u> The request is based on approved FEMA amounts for reimbursement based on Means project cost and quantities confirmed by FEMA and Engineering.
- 5. <u>Increased Efficiency or Productivity</u> Allow the traveling public and commerce safer access and provide additional environmental improvements to reduce scour potential.
- 6. <u>Additional Long Range Costs</u> Typical Maintenance costs. Short and longer term maintenance costs should be reduced with improvements.
- 7. Additional Use or Demand on Existing Facilities None.
- 8. <u>Alternatives to this Request</u> Perform repairs without FEMA funding.
- 9. <u>Safety and Loss Control</u> Allow the traveling public and commerce safer access.
- 10. <u>Environmental Considerations</u> The projects will require environment permits and/or authorizations. FEMA has already approved these projects. Fairfield Inland Wetland and CT DEEP pending.
- 11. <u>Insurance</u> Any selected contractors will be required to carry the necessary insurance prescribed by the Purchasing Department.
- 12. <u>Financing</u> Project will be funded by FEMA reimbursements and DPW operating budget/accounts. If the costs exceed grant amount, the Town has option to solicit additional funding with documentation. Use of lump sum or add alternate pay items will be implemented.
- 13. <u>Other Considerations</u>: All proposed work is within the right of way. Although not required, temporary easements will be explored for easier access, less construction time, with slight cost savings.

### 14. Other Approvals:

Board of Selectman	-	June 2023
Board of Finance	-	June 2023
RTM	-	June 2023

# FEMA REIMBURSEMENT FOR DAMAGE TO ELIGIBLE FAIRFIELD INFRASTRUCTURE

FEMA PW	FEMA approved GRANT	PROJECT NAME	PROJ ELIGIBLE COSTS
	REIMBURSE AWARD		w/ 10% DPW Share
66	\$ 95,046.95	Verna Hill Rd Culvert	\$ 105,607.72
61	\$ 45,172.47	Horse Tavern Ret Wall	\$ 50,191.63
63	\$ 55,286.42	Twin Brook Lane	\$ 61,429.35
55	\$ 60,830.11	Multi culverts	\$ 67,589.01
Total	\$ 256,335.95 ( PAID to Town)		\$ 284,817.71



# STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



May 13, 2023

Ms. Connie Saxl Senior Internal Auditor Town of Fairfield 725 Old Post Road Fairfield, CT 06824

<u>Agency Use Only</u> DPS-33# - SB178 (FY 2022)

# RE: FEMA Disaster Number DR-4629-CT Project Worksheet (PW) #066 FEMA Reimbursement: Category C

Dear Ms. Saxl:

You are hereby notified that FEMA has approved federal funding for the above-referenced Sub-grant application (Project Worksheet). As you know, the Presidential Disaster Declaration of 30 October 2021, entitled your town/agency/organization to a reimbursement for costs incurred for emergency relief and recovery assistance as a direct result of Remnants of Hurricane Ida.

This is considered a SMALL PROJECT since total eligible costs do not exceed FEMA's Small Project threshold of \$1,000,000.

# 1. <u>Amount of Federal Reimbursement</u>

Federal reimbursement for this project is 90% of total eligible costs. See the attached P.5 Public Assistance Grant Summary form for the total eligible costs and the 90% federal share. This is considered a SMALL PROJECT since total eligible costs do not exceed FEMA's Small Project threshold of \$1,000,000.

- The total eligible amount for Project Worksheet #066 is \$105,607.72
- The 90% Federal Share Reimbursement is \$95,046.95

The reimbursement check will be mailed to the Treasurer/Finance Director of your city/town or agency.

# 2. <u>Deadlines and Extensions</u>

FEMA regulations require applicants to complete **Emergency Work** (Categories A and B) within 6 months of the date of the Presidential declaration for your county. The State may grant extensions of up to 6 months for extenuating circumstances or unusual project requirements beyond the applicant's control. **Permanent Work** (Categories C through G) must be completed within 18 months of the date of the Presidential declaration for your county. The State can grant extensions of up to 30 months giving the applicant a total of 48 months in extenuating circumstances or unusual project requirements beyond the applicant's control. After 30 months, only FEMA can grant additional extensions.

Please contact the SPAC *as soon as the need for an extension becomes apparent,* but in all cases not later than two weeks before the work completion deadline. Extensions must be requested and approved in writing, but please contact the SPAC before submitting an extension request.

Please take careful note of the project completion deadlines:

- Categories C, D, E F and G are for Permanent Work. Permanent Work projects must be completed within 18 months of the date of the Declaration October 30<sup>th</sup>, 2021.
- Categories A and B Emergency Work projects must be completed within 6 months of the date of the Declaration- October 30<sup>th</sup>, 2021.

### 3. Changes In Scope of Work

Project improvements outside the approved Scope of Work (IMPROVED PROJECTS) are done at the applicant's expense and are not eligible for FEMA reimbursement. If it becomes necessary or desirable to deviate from the Scope of Work approved by FEMA in the enclosed Project Worksheet, you must immediately contact the State Public Assistance Coordinator (SPAC) Dana Conover at (860) 883-3904, or <u>dana.conover@ct.gov</u> to obtain written approval to do so. *Failure to do so could jeopardize FEMA funding*.

### 4. <u>Appeals</u>

You have the right to appeal any decision made by FEMA regarding this project. All appeals must be in writing and made within 60 days of notification of the decision you are appealing. Contact the SPAC before filing an appeal.

#### 5. <u>Records and Audits</u>

The federal program requires that you keep complete records and all supporting documentation for all approved work for three years from the date the State [DESPP/DEMHS] submits the final Federal Financial Report (SF 425) for the entire Disaster to FEMA in compliance with 2 C.F.R. § 200.333. The records should include how you apportioned your time for the completion of this project application [Direct Administrative Costs – DAC].

Under the Single Audit Act, please direct your auditor to CFDA 97.036 Public Assistance Grants. All projects are subject to monitoring, inspection and/or audit by DESPP/DEMHS, FEMA, the Office of the Inspector General, and/or the Government Accounting Office, at their discretion.

Applicants that expend \$750,000 or more in Federal awards during the applicant's fiscal year must have a single audit or a program-specific audit conducted for that year in accordance with the requirements of 2 CFR Part 200 Section 200.501. A copy of that audit must be filed with the DESPP/DEMHS Finance Office at 1111 Country Club Road, Middletown, CT 06457.

# 6. **Questions and Additional Information**

If you have any questions please contact Dana Conover, SPAC, at (860) 883-3904 or <u>dana.conover@ct.gov</u> or Mark Scerra, DPAC, at (860) 250-8285 or <u>mark.scerra@ct.gov</u>. You may also refer to the following FEMA publications distributed at the Applicants Briefings for additional information on the Public Assistance Program:

- FEMA Public Assistance Program and Policy Guide PAPPG

These documents and other Public Assistance references are available on the FEMA website at

https://portal.ct.gov/DEMHS/Grants/FEMA-Public-Assistance/General-Guidance-and-Forms

DEMHS is pleased to work in partnership with FEMA to provide this disaster funding.

Sincerely,

endeMBeyer

Brenda M. Bergeron Deputy Commissioner

BMB/fap Attachments <u>Account Reference:</u> FUND 12060 / DEPT DPS32990 / SID 22520 / PROGRAM 27580/ BUDGET REFERENCE 2022/ PROJECT DPS00000040185/ CHARTFIELD 190202

#### STATE OF CONNECTICUT

SB178

# DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

## REQUEST FOR GOODS OR SERVICES

DATE 5/13/23	FROMTROOP OR DIVISION DE DEMHS 1111 Country Club Road Middletown CT 06457	32990	P.O. NO						
NAME OF VENDOR	Town of Fairfield			APPROVED					
ADDRESS	725 Old Post Road Fairfield, CT 06824				BUREAU/DISTRICT/DIVISION				
FEIN	06-6001998		6	STEVEL BUG	en 5-15-	23			
	DESCRIPTION			QUANTITY	UNIT PRICE	TOTAL			
Remnants of	istance PA-CT-4629 f Ida ent - PW# 066					\$95,046.95			

#### TO BE FILLED IN BY BUSINESS OFFICE

Line#	Amount	Account	Fund	Dept	Program	SID	Budget Ref.	Project	Chartfield 1	Chartfield 2
			12060	DPS32990	27580	22520	2022	DPS40185	190202	
					-					

Applicant: Fairfield		Damage Inventory #	122381	Category C
Work Order # 78804 FIPS	# (001-26620-00)	Date: 9/07/2022	<b>GPS</b> 41.17236	7, -73.286173
Site Inspector: Aaron Blacks		Damage Facility: Cul	vert	
Damage Description:	Photo# 1	Damage Description		Photo# 2
Verna Hill:the hydraulic pressure change c and as a result there was a loss of unclass				at was 22'L x 36"D this pipe pressure change from WDR
Damage Description:	Photo# 3	Damage Description		Photo# 4
Verna Hill: second angle of culvert		Verna Hill: scouring result there was a lo		side of culvert and as a soil.
uring of lower of culvert	and the second	ouring to head all lower half		



STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



April 22, 2023

Ms. Connie Saxl Senior Internal Auditor Town of Fairfield 725 Old Post Road Fairfield, CT 06824

<u>Agency Use Only</u> DPS-33# - SB168 (FY 2022)

# RE: FEMA Disaster Number DR-4629-CT Project Worksheet (PW) #061 FEMA Reimbursement: Category D

Dear Ms Saxl:

You are hereby notified that FEMA has approved federal funding for the above-referenced Sub-grant application (Project Worksheet). As you know, the Presidential Disaster Declaration of 30 October 2021, entitled your town/agency/organization to a reimbursement for costs incurred for emergency relief and recovery assistance as a direct result of Remnants of Hurricane Ida.

This is considered a SMALL PROJECT since total eligible costs do not exceed FEMA's Small Project threshold of \$1,000,000.

# 1. Amount of Federal Reimbursement

Federal reimbursement for this project is 90% of total eligible costs. See the attached P.5 Public Assistance Grant Summary form for the total eligible costs and the 90% federal share. This is considered a SMALL PROJECT since total eligible costs do not exceed FEMA's Small Project threshold of \$1,000,000.

- The total eligible amount for Project Worksheet #061 is \$50,191.63
- The 90% Federal Share Reimbursement is \$45,172.47

The reimbursement check will be mailed to the Treasurer/Finance Director of your city/town or agency.

### 2. Deadlines and Extensions

FEMA regulations require applicants to complete **Emergency Work** (Categories A and B) within 6 months of the date of the Presidential declaration for your county. The State may grant extensions of up to 6 months for extenuating circumstances or unusual project requirements beyond the applicant's control. **Permanent Work** (Categories C through G) must be completed within 18 months of the date of the Presidential declaration for your county. The State can grant extensions of up to 30 months giving the applicant a total of 48 months in extenuating circumstances or unusual project requirements beyond the applicant's control. After 30 months, only FEMA can grant additional extensions.

Please contact the SPAC *as soon as the need for an extension becomes apparent,* but in all cases not later than two weeks before the work completion deadline. Extensions must be requested and approved in writing, but please contact the SPAC before submitting an extension request.

Please take careful note of the project completion deadlines:

- Categories C, D, E F and G are for Permanent Work. Permanent Work projects must be completed within 18 months of the date of the Declaration October 30<sup>th</sup>, 2021.
- Categories A and B Emergency Work projects must be completed within 6 months of the date of the Declaration- October 30<sup>th</sup>, 2021.

## 3. Changes In Scope of Work

Project improvements outside the approved Scope of Work (IMPROVED PROJECTS) are done at the applicant's expense and are not eligible for FEMA reimbursement. If it becomes necessary or desirable to deviate from the Scope of Work approved by FEMA in the enclosed Project Worksheet, you must immediately contact the State Public Assistance Coordinator (SPAC) Dana Conover at (860) 883-3904, or <u>dana.conover@ct.gov</u> to obtain written approval to do so. *Failure to do so could jeopardize FEMA funding*.

### 4. <u>Appeals</u>

You have the right to appeal any decision made by FEMA regarding this project. All appeals must be in writing and made within 60 days of notification of the decision you are appealing. Contact the SPAC before filing an appeal.

### 5. Records and Audits

The federal program requires that you keep complete records and all supporting documentation for all approved work for three years from the date the State [DESPP/DEMHS] submits the final Federal Financial Report (SF 425) for the entire Disaster to FEMA in compliance with 2 C.F.R. § 200.333. The records should include how you apportioned your time for the completion of this project application [Direct Administrative Costs – DAC].

Under the Single Audit Act, please direct your auditor to CFDA 97.036 Public Assistance Grants. All projects are subject to monitoring, inspection and/or audit by DESPP/DEMHS, FEMA, the Office of the Inspector General, and/or the Government Accounting Office, at their discretion.

Applicants that expend \$750,000 or more in Federal awards during the applicant's fiscal year must have a single audit or a program-specific audit conducted for that year in accordance with the requirements of 2 CFR Part 200 Section 200.501. A copy of that audit must be filed with the DESPP/DEMHS Finance Office at 1111 Country Club Road, Middletown, CT 06457.

### 6. Questions and Additional Information

If you have any questions please contact Dana Conover, SPAC, at (860) 883-3904 or <u>dana.conover@ct.gov</u> or Mark Scerra, DPAC, at (860) 250-8285 or <u>mark.scerra@ct.gov</u>. You may also refer to the following FEMA publications distributed at the Applicants Briefings for additional information on the Public Assistance Program:

- FEMA Public Assistance Program and Policy Guide PAPPG

These documents and other Public Assistance references are available on the FEMA website at

https://portal.ct.gov/DEMHS/Grants/FEMA-Public-Assistance/General-Guidance-and-Forms

DEMHS is pleased to work in partnership with FEMA to provide this disaster funding.

Sincerely,

Brender M. Berger

Brenda M. Bergeron Deputy Commissioner

BMB/fap Attachments <u>Account Reference:</u> FUND 12060 / DEPT DPS32990 / SID 22520 / PROGRAM 27580/ BUDGET REFERENCE 2022/ PROJECT DPS000000040185/ CHARTFIELD 190202

#### STATE OF CONNECTICUT

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

**SB168** 

### REQUEST FOR GOODS OR SERVICES

DATE 4/22/23 NAME OF VENDOR ADDRESS	FROM TROOP OR DIVISION DEMHS 1111 Country Club Road Middletown CT 06457 Town of Fairfield 725 Old Post Rd. Fairfield, CT 06824	DEPT CODE:	32990	P.O. NO				
FEIN	06-6001998		1		lun 4-26-	3		
	DESCRIPTION			QUANTITY	UNIT PRICE	TOTAL		
Remnants o	istance PA-CT-4629 f Ida ent - PW# 61					\$45,172.47		

#### TO BE FILLED IN BY BUSINESS OFFICE

Line#	Amount	Account	Fund	Dept	Program	SID	Budget Ref.	Project	Chartfield 1	Chartfield 2
	5.		12060	DPS32990	27580	22520	2022	DPS40185	190202	

Applicant:		Damage Inventory #	Category
Work Order # FIPS #		Date:	GPS
Site Inspector:		Damage Facility:	
Damage Description:	Photo#	Damage Description	Photo#
Damage Description:	Photo#	Damage Description	Photo#

Applicant:			Damage	e Inventory #		Cate	gory
Work Order #	FIPS #		Date:		GPS		
Site Inspector:			Damage	e Facility:			
Damage Description:		Photo#	Damag	e Description		Photo#	
Damage Description:		Photo#	Damag	e Description		Photo#	



STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



April 22, 2023

Ms. Connie Saxl Senior Internal Auditor Town of Fairfield 725 Old Post Road Fairfield, CT 06824

<u>Agency Use Only</u> DPS-33# - SB167 (FY 2022)

# RE: FEMA Disaster Number DR-4629-CT Project Worksheet (PW) #063 FEMA Reimbursement: Category C

Dear Ms Saxl:

You are hereby notified that FEMA has approved federal funding for the above-referenced Sub-grant application (Project Worksheet). As you know, the Presidential Disaster Declaration of 30 October 2021, entitled your town/agency/organization to a reimbursement for costs incurred for emergency relief and recovery assistance as a direct result of Remnants of Hurricane Ida.

This is considered a SMALL PROJECT since total eligible costs do not exceed FEMA's Small Project threshold of \$1,000,000.

# 1. <u>Amount of Federal Reimbursement</u>

Federal reimbursement for this project is 90% of total eligible costs. See the attached P.5 Public Assistance Grant Summary form for the total eligible costs and the 90% federal share. This is considered a SMALL PROJECT since total eligible costs do not exceed FEMA's Small Project threshold of \$1,000,000.

- The total eligible amount for Project Worksheet #063 is \$61,429.35
- The 90% Federal Share Reimbursement is \$55,286.42

The reimbursement check will be mailed to the Treasurer/Finance Director of your city/town or agency.

# 2. <u>Deadlines and Extensions</u>

FEMA regulations require applicants to complete **Emergency Work** (Categories A and B) within 6 months of the date of the Presidential declaration for your county. The State may grant extensions of up to 6 months for extenuating circumstances or unusual project requirements beyond the applicant's control. **Permanent Work** (Categories C through G) must be completed within 18 months of the date of the Presidential declaration for your county. The State can grant extensions of up to 30 months giving the applicant a total of 48 months in extenuating circumstances or unusual project requirements beyond the applicant's control. After 30 months, only FEMA can grant additional extensions.

Please contact the SPAC *as soon as the need for an extension becomes apparent,* but in all cases not later than two weeks before the work completion deadline. Extensions must be requested and approved in writing, but please contact the SPAC before submitting an extension request.

Please take careful note of the project completion deadlines:

- Categories C, D, E F and G are for Permanent Work. Permanent Work projects must be completed within 18 months of the date of the Declaration October 30<sup>th</sup>, 2021.
- Categories A and B Emergency Work projects must be completed within 6 months of the date of the Declaration- October 30<sup>th</sup>, 2021.

# 3. Changes In Scope of Work

Project improvements outside the approved Scope of Work (IMPROVED PROJECTS) are done at the applicant's expense and are not eligible for FEMA reimbursement. If it becomes necessary or desirable to deviate from the Scope of Work approved by FEMA in the enclosed Project Worksheet, you must immediately contact the State Public Assistance Coordinator (SPAC) Dana Conover at (860) 883-3904, or <u>dana.conover@ct.gov</u> to obtain written approval to do so. *Failure to do so could jeopardize FEMA funding.* 

# 4. <u>Appeals</u>

You have the right to appeal any decision made by FEMA regarding this project. All appeals must be in writing and made within 60 days of notification of the decision you are appealing. Contact the SPAC before filing an appeal.

# 5. <u>Records and Audits</u>

The federal program requires that you keep complete records and all supporting documentation for all approved work for three years from the date the State [DESPP/DEMHS] submits the final Federal Financial Report (SF 425) for the entire Disaster to FEMA in compliance with 2 C.F.R. § 200.333. The records should include how you apportioned your time for the completion of this project application [Direct Administrative Costs – DAC].

Under the Single Audit Act, please direct your auditor to CFDA 97.036 Public Assistance Grants. All projects are subject to monitoring, inspection and/or audit by DESPP/DEMHS, FEMA, the Office of the Inspector General, and/or the Government Accounting Office, at their discretion.

Applicants that expend \$750,000 or more in Federal awards during the applicant's fiscal year must have a single audit or a program-specific audit conducted for that year in accordance with the requirements of 2 CFR Part 200 Section 200.501. A copy of that audit must be filed with the DESPP/DEMHS Finance Office at 1111 Country Club Road, Middletown, CT 06457.

## 6. Questions and Additional Information

If you have any questions please contact Dana Conover, SPAC, at (860) 883-3904 or <u>dana.conover@ct.gov</u> or Mark Scerra, DPAC, at (860) 250-8285 or <u>mark.scerra@ct.gov</u>. You may also refer to the following FEMA publications distributed at the Applicants Briefings for additional information on the Public Assistance Program:

- FEMA Public Assistance Program and Policy Guide PAPPG

These documents and other Public Assistance references are available on the FEMA website at

https://portal.ct.gov/DEMHS/Grants/FEMA-Public-Assistance/General-Guidance-and-Forms

DEMHS is pleased to work in partnership with FEMA to provide this disaster funding.

Sincerely,

Brenda M Cerga

Brenda M. Bergeron Deputy Commissioner

BMB/fap Attachments <u>Account Reference:</u> FUND 12060 / DEPT DPS32990 / SID 22520 / PROGRAM 27580/ BUDGET REFERENCE 2022/ PROJECT DPS00000040185/ CHARTFIELD 190202

#### STATE OF CONNECTICUT

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

SB167

## REQUEST FOR GOODS OR SERVICES

ADDRESS	FROM TROOP OR DIVISION DEMHS 1111 Country Club Road Middletown CT 06457 Town of Fairfield 725 Old Post Rd. Fairfield, CT 06824 06-6001998	DEPT CODE:	32990	P.O. NO			
FEIN	DESCRIPTION			FISCAL/GRANTS		TOTAL	
Remnants of	stance PA-CT-4629 Ida ant - PW# 63				с. К Т	\$55,286.42	

#### TO BE FILLED IN BY BUSINESS OFFICE

Line#	Amount	Account	Fund	Dept	Program	SID	Budget Ref.	Project	Chartfield 1	Chartfield 2
			12060	DPS32990	27580	22520	2022	DPS40185	190202	
							*			

Applicant: Fairfeild		Damage Inventory # 1222380Category C						
Work Order # 78502 FI	<b>PS #</b> (001-26620-00)	Date: 9/7/2022 GPS 41.15826, -73.27503						
Site Inspector: Aaron Blacks		Damage Facility: Culvert						
Damage Description:	Photo# 1	Damage Description	Photo# 2					
Twin Brooke: the hydraulic pressure cha and as a result there was a loss of uncla		Twin Brooke: second angle of wing wall this section also has a small section of scouring to lower half of wing wall.         Second area of scouring         Second area of scouring						
Area of scouring								
Damage Description:	Photo# 3	Damage Description	Photo# 4					
Twin Brook: this erosion damage w applicant stated that they do not ha		Twin Brook: second angle of damage erosion to prevent further damage.	e the owner place tarp over					

DEPARTMENT OF HOMELAND SECURITY- FEDERAL EMERGENCY MANAGEMENT AGENCY-DR



STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



March 11, 2023

Ms. Connie Saxl Senior Internal Auditor Town of Fairfield 725 Old Post Road Fairfield, CT 06824

<u>Agency Use Only</u> DPS-33# - SB142 (FY 2022)

# RE: FEMA Disaster Number DR-4629-CT Project Worksheet (PW) # 055 FEMA Reimbursement: Category C

Dear Ms. Saxl:

You are hereby notified that FEMA has approved federal funding for the above-referenced Sub-grant application (Project Worksheet). As you know, the Presidential Disaster Declaration of 30 October 2021, entitled your town/agency/organization to a reimbursement for costs incurred for emergency relief and recovery assistance as a direct result of Remnants of Hurricane Ida.

This is considered a SMALL PROJECT since total eligible costs do not exceed FEMA's Small Project threshold of \$1,000,000.

### 1. Amount of Federal Reimbursement

Federal reimbursement for this project is 90% of total eligible costs. See the attached P.5 Public Assistance Grant Summary form for the total eligible costs and the 90% federal share. This is considered a SMALL PROJECT since total eligible costs do not exceed FEMA's Small Project threshold of \$1,000,000.

- The total eligible amount for Project Worksheet #055 is \$67,589.01
- The 90% Federal Share Reimbursement is \$60,830.11

The reimbursement check will be mailed to the Treasurer/Finance Director of your city/town or agency.

#### 2. **Deadlines and Extensions**

FEMA regulations require applicants to complete **Emergency Work** (Categories A and B) within 6 months of the date of the Presidential declaration for your county. The State may grant extensions of up to 6 months for extenuating circumstances or unusual project requirements beyond the applicant's control. **Permanent Work** (Categories C through G) must be completed within 18 months of the date of the Presidential declaration for your county. The State can grant extensions of up to 30 months giving the applicant a total of 48 months in extenuating circumstances or unusual project requirements beyond the applicant's control. After 30 months, only FEMA can grant additional extensions.

Please contact the SPAC *as soon as the need for an extension becomes apparent,* but in all cases not later than two weeks before the work completion deadline. Extensions must be requested and approved in writing, but please contact the SPAC before submitting an extension request.

Please take careful note of the project completion deadlines:

- Categories C, D, E F and G are for Permanent Work. Permanent Work projects must be completed within 18 months of the date of the Declaration October 30<sup>th</sup>, 2021.
- Categories A and B Emergency Work projects must be completed within 6 months of the date of the Declaration- October 30<sup>th</sup>, 2021.

#### 3. Changes In Scope of Work

Project improvements outside the approved Scope of Work (IMPROVED PROJECTS) are done at the applicant's expense and are not eligible for FEMA reimbursement. If it becomes necessary or desirable to deviate from the Scope of Work approved by FEMA in the enclosed Project Worksheet, you must immediately contact the State Public Assistance Coordinator (SPAC) Dana Conover at (860) 883-3904, or <u>dana.conover@ct.gov</u> to obtain written approval to do so. *Failure to do so could jeopardize FEMA funding*.

#### 4. Appeals

You have the right to appeal any decision made by FEMA regarding this project. All appeals must be in writing and made within 60 days of notification of the decision you are appealing. Contact the SPAC before filing an appeal.

#### 5. <u>Records and Audits</u>

The federal program requires that you keep complete records and all supporting documentation for all approved work for three years from the date the State [DESPP/DEMHS] submits the final Federal Financial Report (SF 425) for the entire Disaster to FEMA in compliance with 2 C.F.R. § 200.333. The records should include how you apportioned your time for the completion of this project application [Direct Administrative Costs – DAC].

Under the Single Audit Act, please direct your auditor to CFDA 97.036 Public Assistance Grants. All projects are subject to monitoring, inspection and/or audit by DESPP/DEMHS, FEMA, the Office of the Inspector General, and/or the Government Accounting Office, at their discretion.

Applicants that expend \$750,000 or more in Federal awards during the applicant's fiscal year must have a single audit or a program-specific audit conducted for that year in accordance with the requirements of 2 CFR Part 200 Section 200.501. A copy of that audit must be filed with the DESPP/DEMHS Finance Office at 1111 Country Club Road, Middletown, CT 06457.

#### 6. Questions and Additional Information

If you have any questions please contact Dana Conover, SPAC, at (860) 883-3904 or <u>dana.conover@ct.gov</u> or Mark Scerra, DPAC, at (860) 250-8285 or <u>mark.scerra@ct.gov</u>. You may also refer to the following FEMA publications distributed at the Applicants Briefings for additional information on the Public Assistance Program:

- FEMA Public Assistance Program and Policy Guide PAPPG

These documents and other Public Assistance references are available on the FEMA website at

https://portal.ct.gov/DEMHS/Grants/FEMA-Public-Assistance/General-Guidance-and-Forms

DEMHS is pleased to work in partnership with FEMA to provide this disaster funding.

Sincerely,

Brende MBegen

Brenda M. Bergeron Deputy Commissioner

BMB/fap Attachments <u>Account Reference:</u> FUND 12060 / DEPT DPS32990 / SID 22520 / PROGRAM 27580/ BUDGET REFERENCE 2022/ PROJECT DPS000000040185/ CHARTFIELD 190202

#### STATE OF CONNECTICUT

#### DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

**SB142** 

# REQUEST FOR GOODS OR SERVICES

DATE 3/11/23 NAME OF VENDOR	FROM TROOP OR DIVISION DEMHS 1111 Country Club Road Middletown CT 06457 Town of Fairfield	DEPT CODE	<sup>≕</sup> 32990	P.O. NO SP-10 NO CORE-10 NO POSTED APPROVED			
ADDRESS	725 Old Post Rd. Fairfield, CT 06824 06-6001998		TROOP/UNIT CO. BUREAU/DISTRICT/DIVISION Mada/MSeyan 31933 FISCAL/GRANTS				
÷	DESCRIPTION		8	QUANTITY	UNIT PRICE	TOTAL	
Public Assi Remnants of	Ida	£			e X	\$60,830.11	
Reimburseme	nt - PW# 055		÷		¢.		
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TO BE FILLED IN BY BUSINESS OFFICE

Line#	Amount	Account	Fund	Dept	Program	SID	Budget Ref.	Project	Chartfield 1	Chartfield 2
-			12060	DPS32990	27580	22520	2022	DPS40185	190202	
						12				
					8					

DPS-33 Rev. 8/2011

Applicant: Fairfeild		Damage Inventory # 1239714Category C						
Work Order #         78502         FIPS # 00	01-26620-00	Date:         9/7/2022         GPS         41.16940, -73.30130						
Site Inspector: Aaron Blacks		Damage Facility: culvert						
Damage Description:	Photo# 1	Damage Description	Photo# 2					
Merwin: the hydraulic pressure change from wate both head walls this was a direct result from hurri	r further up stream destroyed cane force wind and rain	Merwin: the culvert had no observable damage						
ad wall asonry concrete cks )								
Damage Description:	Photo# 3	Damage Description	Photo# 4					
Merwin: the hydraulic pressure change caused s was a loss of Rip-rap this was a direct result fror	couring and as a result there n hurricane force WDR.	Merwin: second headwall damag	ge					
	area of Rip-rap		second head wa					

DEPARTMENT OF HOMELAND SECURITY- FEDERAL EMERGENCY MANAGEMENT AGENCY-DR

# A RESOLUTION APPROPRIATING \$148,000 FOR THE COSTS RELATED TO USES OF CORONAVIRUS STATE FISCAL RECOVERY FUND AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND

**WHEREAS**, the Town of Fairfield, Connecticut (the "Town") received grant funds from both the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund in the total amount of \$24,800,000 (the "Grant Funds"); and

WHEREAS, on September 27, 2021, the Town's Representative Town Meeting ("RTM") approved a resolution entitled: "A RESOLUTION APPROPRIATING \$24,800,000 FOR THE COSTS RELATED TO USES OF CORONAVIRUS STATE FISCAL RECOVERY FUND AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND SPECIFIED IN EXHIBIT A" (the "Initial Resolution"); and

WHEREAS, on October 24, 2022, the Town's RTM approved a resolution entitled: "A RESOLUTION AMENDING AND RESTATING A RESOLUTION ENTITIED "A RESOLUTION APPROPRIATING \$24,800,000 FOR THE COSTS RELATED TO USES OF CORONAVIRUS STATE FISCAL RECOVERY FUND AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND SPECIFIED IN EXHIBIT A," TO REDUCE THE APPROPRIATION TO \$22,640,000 AND REVISE CERTAIN USES OF FUNDS IN THE PROJECT LIST AS REFLECTED IN THE ATTACHED AMENDED EXHIBIT A" (the "Amended Resolution") in order to amend and restate the Initial Resolution to reflect certain project list revisions, including funding amounts for certain projects, as reflected in the Exhibit A attached to the Amended Resolution; and

**WHEREAS**, the Amended Resolution reduced the total appropriation from \$24,800,000 to \$22,640,000; and

**WHEREAS,** following approval of the Amended Resolution, \$2,160,000 of the Grant Funds remained unallocated (the "Unallocated Grant Funds"); and

**WHEREAS**, on February 27, 2023, the Town's RTM approved a resolution appropriating \$760,000 of the Unallocated Grant Funds to certain Town projects leaving \$1,500,000 in unallocated Grant Funds (the "Remaining Grant Funds");

**WHEREAS**, the Town desires to appropriate \$148,000 of the Remaining Grant Funds for the uses specified in **Exhibit A** attached hereto.

# NOW, THEREFORE, BE IT RESOLVED:

As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield, Connecticut hereby appropriates the sum of One Hundred Forty-eight Thousand and 00/100 Dollars (\$148,000) subject to the availability of such funds, for the uses specified in the project list set forth in the attached **Exhibit A**.

# EXHIBIT A

# Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund Project List

Project	Amount
Police Safe Corridor Program	\$108,000
Fairfield Museum	\$40,000
Total:	\$148,000



Ms. Brenda Kupchick First Selectwoman, Town of Fairfield 725 Old Post Road Fairfield, CT 06824

1st Selectwoman's Office MAR 2 7 2023 Mai

March 21, 2023

Dear First Selectwoman Kupchick:

The Fairfield Museum's Board of Directors is writing to request the Town's support of an application for funding through the American Rescue Plan that was submitted earlier this year by our Executive Director Michael Jehle.

This coming May, the Fairfield Museum will re-open its newly renovated *Creating Community* exhibition that celebrates Fairfield's extraordinary 400+ year history. The exhibition will be the most ambitious ever created by the Museum, and will feature exciting new discoveries on Native American history, previously unseen artifacts from the 16th-19th centuries, and fascinating stories about our multi-faceted community. As the Fairfield Museum's flagship exhibition featured in our largest gallery, the exhibit will provide the 30,000 annual visitors and 4,000 students we serve with a more comprehensive look at the historical forces that have shaped our community. *Creating Community* will also provide vital curriculum support for Fairfield students and teachers, and significantly contribute to the Town's growing tourism economy.

To date, the Museum has successfully raised almost two thirds of the project's \$250,000 cost from state and federal granting agencies, private foundations, and individual donors. The Fairfield Museum's Board is hoping that the Town might consider allocating some of the remaining funds from the American Rescue Plan to help us reach our \$100,000 fundraising goal to complete this important capital project.

The Board and staff of the Fairfield Museum are grateful for the many ways in which the Town supports our educational mission to inspire civic engagement, celebrate the diverse history of our community, and build a better future for all. Thank you for your consideration of this request.

Sincerely,

Susan Bonner, President William Winget, Vice President Chris Daley, Treasurer Rosalina Thomas, Secretary John Donovan Elizabeth Fath Ellen Gould Joyce Hergenhan David Hermenze Tom Kreitler Jill Littig Roger Ludwig William Mallin Tom Mindrum Alan Neigher Missy Palmisano Gerald Torres Laura Wilson



# **Creating Community**

# A New Long-Term Exhibition at the Fairfield Museum that Presents a More Complete Picture of Southwestern CT's Diverse History and Shared Future

# **Opening May, 2023**

In spring 2023, the Fairfield Museum in Fairfield, CT will open *Creating Community*, an exciting, new longterm exhibition exploring southwestern Connecticut's diverse and fascinating history, from early Native American settlement into the 21st century. Supported in part by grants from the National Park Service and the National Endowment for the Humanities, the exhibition will be the most ambitious ever created by the Fairfield Museum, featuring new research and discoveries on pre-colonial Native American history, African American history, and the contributions of the many groups who built this multi-faceted community. As the Fairfield Museum's flagship exhibition featured in its largest gallery, the art-and artifact-filled exhibition will provide the Museum's 30,000 annual visitors and 4,000 students with a more comprehensive look at the intriguing historical forces that have shaped our community and nation, and how those influences continue to reverberate in contemporary society.

*Creating Community* has been organized in close consultation with some of the most highly regarded historians and Native American consultants in Connecticut. The exhibit offers focused looks at intimate personal stories while weaving together related histories to create a dynamic exploration of southwestern Connecticut's history. On one side of the gallery, visitors will dive into broad themes of land, ecology, and sense of place; and on the other, explore the people and communities who have called Fairfield home for more than four centuries.

Drawing from the Fairfield Museum's unparalleled collection, the exhibition will showcase key artifacts that illustrate the region's history and will present for the first time newly uncovered Native American archeological artifacts and the Randolph-Ward photographic collection that chronicles four generations of Black family life in Fairfield County. Alongside those rare objects, new images, maps, and other unique artifacts will revitalize and reinvigorate our understanding of New England's past and give voice to the many people who make up our community.

Throughout the exhibition will be a wide range of interactive activities that promote hands-on learning and help visitors draw deeper connections between the past and present. Digital components include a recording of a Native American creation story as told by the Clan Mother of the Golden Hill Paugussett Tribe and QR codes linking visitors to the Fairfield Museum's vast historical archive and digital learning tools. *Creating Community* will be a vital educational resource for visitors and students from throughout Fairfield County.

# About the Fairfield Museum *Explore* the Past: *Imagine* the Future

BOARD OF DIRECTORS

PRESIDENT Susan Bonner

Chris Daley John Donovan Elizabeth Fath Ellen Gould Joyce Hergenhan David Hermenze Greg Keeley Tom Kreitler Jill Littig Roger Ludwig William Mallin Tom Mindrum Alan Neigher Missy Palmisano **Rosalina Thomas** Gerald Torres Laura Wilson William C. Winget The Fairfield Museum believes in the power of the arts and humanities to inspire imagination, stimulate thought, and transform society. Through our dynamic programs and exhibitions, the Museum sparks dialogue, inspires meaningful collaborations, and deliberates the challenges of the future. Central to our community-focused mission is a desire to provide important historical context to pressing issues of our time, and to offer a safe, trustworthy environment where multiple perspectives can be heard and collective solutions explored.

*Our Mission* is to inspire civic engagement by celebrating the diverse history of our region and its people. As a dynamic public forum, we believe in the power of art and humanities to inspire the imagination, stimulate ideas, and build a better society.

*Education:* Over the past decade, the Fairfield Museum has worked closely with regional schools to ensure that our education programs support national, state, and local learning goals. Each year we serve more than 4,000 students and teachers from 65 schools from across southwestern CT through high-quality educational programs, and we welcome underserved students free of charge.

Fairfield Museum believes that sharing diverse stories about our past, celebrating the individual's role in catalyzing social change, and promoting the value of an informed and active citizenry help empower students and their families to become lifelong learners. Our student and family programs vividly connect the past to the present, sparking the notion that by working together we can shape a better, more inclusive future for all.

**Exhibitions:** The Fairfield Museum presents exhibitions that delve deeply into the history and context behind important issues of our time, explore those issues through multiple perspectives and inspire informed discussion about the future of our community and nation. Our exhibitions and programming have received several state and national awards and use the arts and humanities to foster discussion about critical issues such as racial justice, climate change, education, immigration, and more.

The Fairfield Museum is an efficiently-run and financially stable organization. We are consistently awarded top marks by charity watchdogs for our efficient use of donor contributions, including Charity Navigator's highest 4-star rating and Guidestar's Platinum distinction. Through our far-reaching programs and thought-provoking exhibitions, the Fairfield Museum builds a sense of community and inspires positive change. www.fairfieldhistory.org.

For more information, please contact Executive Director Michael Jehle, (203) 259-1598, mjehle@fairfieldhs.org.

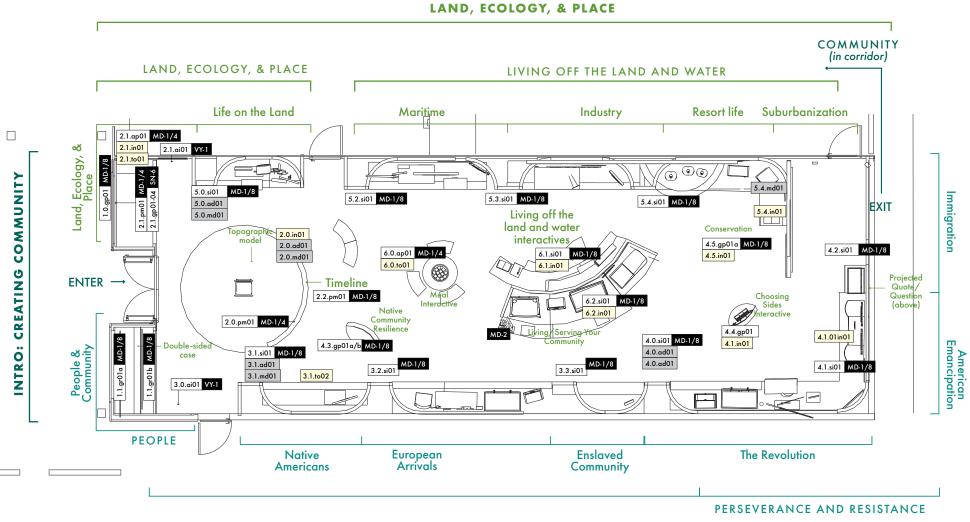
# Morris/Beurskens Projects

in collaboration with

# R.H. Guest Inc.

*Creating Community* Gallery Fairfield Museum and History Center Fairfield, Connecticut

December 13, 2022 Prepared by: Mia Beurskens & Geneva Morris Morris/Beurskens Projects morrisbeurskensprojects@gmail.com



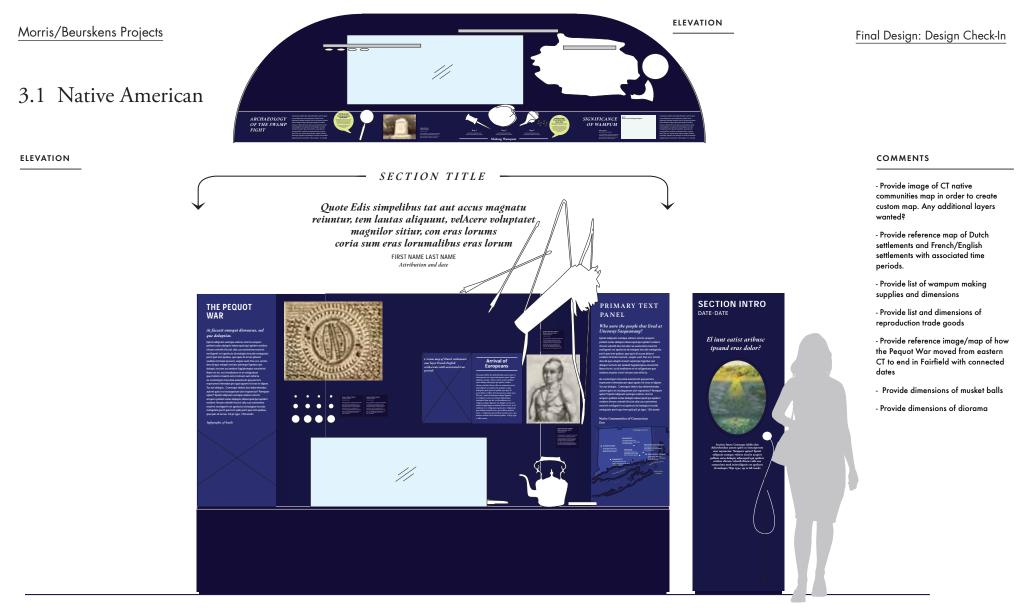
**PEOPLE & COMMUNITY** 

COMMENTS

# 2.2 Timeline

ELEVATION

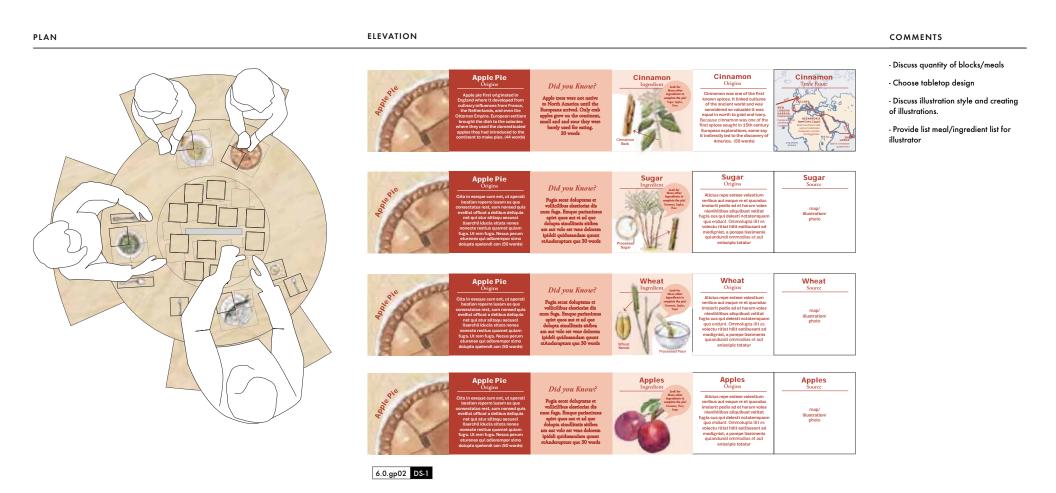
	Follow ipsumers through	Fairfield, locating their the inland waterways. A	bited the coastal areas of illages of wigwams along nother clan of Paugussetts supied land several miles ne English colonists augussett villages in		found markets for the New York, and Boston and ships at Black Ro They used them to ta to these new markets back sugar, molasses	n grew because farmers if goods in the West Indies, Colonists built wharves ek and Mill River harbors, ex grain, Rax, and animals n exchange, they brought and rum from the West gift back goods imported	other parts of the cour late 1800s through th Hungary, Italy, Poland area. They built comm together and found we	sopte moved out of poportunities and land in ntry. WWTH, Nexwer's in the s 1920b, immigrants from Jand restand came to this unnities and neighborhoods mutices and neighborhoods ning from serving machines	its history from 1940- more than doubled! (v		<ul> <li>Discuss word counts and density</li> <li>Discuss population graph component and provide research on Native American population estimates for either Connecticut/Fairfield or nationwide.</li> <li>Slavery entries are highlighted in</li> </ul>
	<b>time</b> El iunt eatist aribusc ipsand eras dolor eras dlor eras lorum?	Pre-1600	1600	1650	1700	1750	1800	1850	1900		yellow - Review balance between entries
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2.2.pm	01 SN-1/8		C and a second s	3-10 households surrounding the Town Creen	150 householde, 1,050 people (exc) ———————————— ———————————————————————	And the second s	3,735 people (xxx) C 1200		21, 125 people (xx) 4,459 people (xx) 11200 I1346 I1390	61,512 people (812,526)	

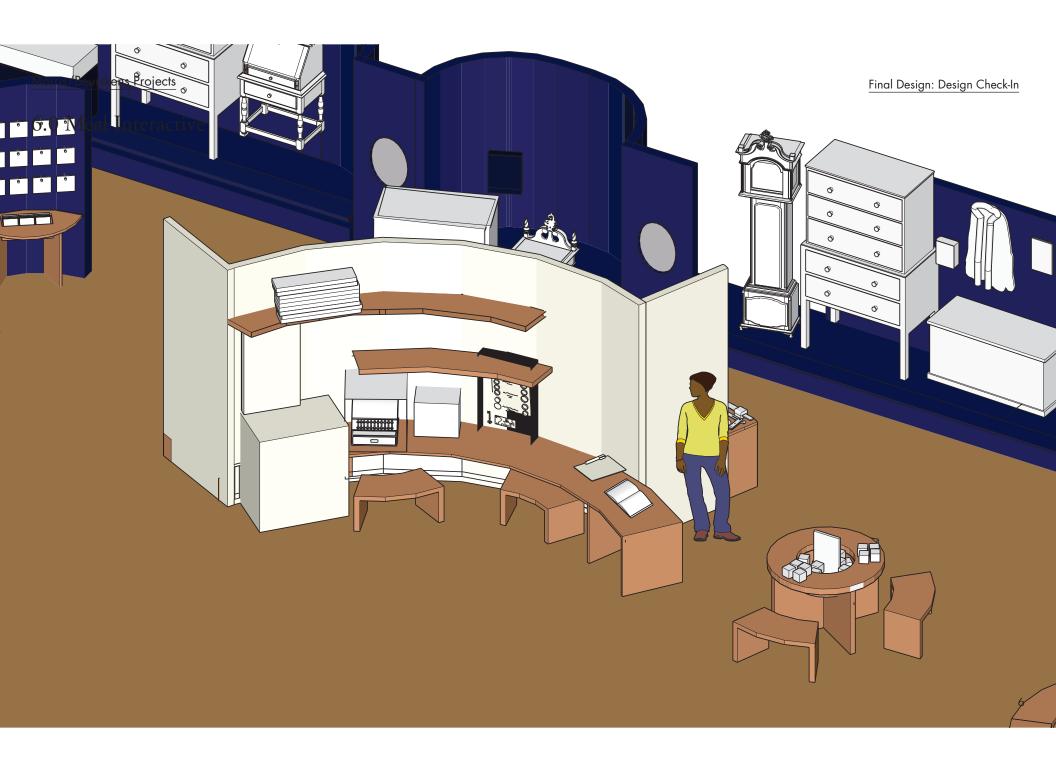


Audio of contemporary Native person (Shoran) telling arrival/creation story. Morris/Beurskens Projects

# 6.0 Meal Interactive

Final Design: Design Check-In







# Fairfield Safe Corridor Program

The purpose of this initiative is the help foster and create an environment within the Fairfield School District that is both safe and non-intrusive to the development and education of its students. It goes without saying that school attacks are on the rise in the United States, a fact that as law enforcement we are cognizant of, and ever trying to prevent. In doing so, we are aware that violence at schools is not limited to a student bringing a weapon to school with the intent to harm another, but can be the result of non-student entities such as violent felons, emotionally disturbed subjects, custody disputes, emotionally charged disputes and many other instances that cause irrational and violent behavior. When these entities gain access to school property, it is brings with it a catalyst for potential school violence.

This initiative focuses on two primary school safety fundamentals: early threat indicators and target hardening. Beginning with the first, the concept of the early threat indicator is recognizing certain behaviors or subject(s) who pose a threat to school safety before an overt act takes place. Generally, this concept would apply to a suspicious person on school property, a parking violation or a person who had been warned not to enter school property and had done so anyway. From our training and experience, we know that these indicators have existed in advance of the majority of school violence situations. The concept of target hardening refers to making a target appear undesirable to a subject whose intent is to victimize it. Using Crime Prevention through Environmental Design (CPTED) concepts, this can be accomplished aesthetically, with limited intrusion to the property itself.

These concepts are the derivative for the basis of the inception of the Fairfield Safe Corridor Program. By implementing high quality camera systems with state of the art automated intelligence available only to law enforcement, we would be able to identify wanted subjects, dangerous subjects, violent individuals, sex offenders and many other categorical types of threats before they enter school property. In dynamic situations, seconds are often precious moments that cannot be wasted. By gaining awareness of a dangerous subject before they enter a school property, law enforcement would have advanced notice when responding to an area increasing the likelihood of a successful police encounter before approaching a school building. With regard to target hardening, while most civilians do not tend to note cameras in their day-to-day life, criminals do. If a target's security measures are not congenial with the act a perpetrator would wish to conduct, that subject will often not commit the act.

Through the Fairfield Safe Corridor Program, the Fairfield Police Department strongly believes we can increase the safety of both the Town and school systems. The concept is simple; install

camera systems, integrate those systems on streets in school areas, have police monitor those systems, receive alerts when dangerous subjects may enter an area and ultimately protect the schools, the children, and citizens of the Town of Fairfield. In a real world application, this would include both patrol officers and school resource officers getting alerts of potentially dangerous subjects in real time, as well as getting an image of the suspect's vehicle within seconds of notification. At the Fairfield Police Department, we are committed to providing the highest level of service to the Town of Fairfield as well as the highest level of protection and care to its most precious resource, its children. As such, this program will accomplish both tasks in ensuring Fairfield is and continues to be one of the best places to live.

# **Camera Location Breakdown:**

- 1. Install Pole and Camera on 1911 Congress St
  - a. Safe Corridor
- 2. Install Pole and Camera 1152 Kings Hwy Cutoff
  - a. Safe Corridor
- 3. Install Pole and Camera 18 N. Benson Rd
  - a. Safe Corridor
- 4. Install Pole and Camera 187 Kings Hwy Cutoff
  - a. Safe Corridor
- 5. Electrical and Camera Install Goddard School
  - a. Safe Corridor
- 6. Electrical Only Install Scap Mitsubishi
  - a. Existing Surveillance Program
- 7. Electrical Only-Commerce Dr @ Black Rock Tnpk
  - a. Existing Surveillance Program

# Cost Breakdown:

- 1. Pole Installation \$13,000.00 Installed by United Illumination
- 2. Camera, NEMA Box, Licensing and Installation \$83,586.00
  a. After 3 years annual license recurring fee of \$592.00 per Camera
  i. \$592.00 x 10 = \$5,920.00 per year after 3 years
- 3. Electrical Work \$10,820.00

# Total Proposed Cost: \$107,406.00

203-254-4800 www.fpdct.com

# 15 YEAR A RESOLUTION APPROPRIATING \$2,377,000 FOR THE PURCHASE OF VEHICLES AND EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION

# **RESOLVED:**

- 1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield (the "Town") hereby appropriates the sum of Two Million Three Hundred Seventy-Seven Thousand and 00/100 Dollars (\$2,377,000) for costs related to purchasing vehicles and equipment for the Department of Public Works, as listed on the <u>Exhibit A</u> attached hereto, as well as, all related administrative, financing, legal, contingency and other soft costs (the "Project").
- 2. To finance such appropriation and in lieu of a tax therefor, and as recommended by the Board of Finance and the Board of Selectmen, the Town may borrow a sum not to exceed Two Million Three Hundred Seventy-Seven Thousand and 00/100 Dollars (\$2,377,000) and issue its general obligation bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.
- 3. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required,

and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

- 4. The First Selectwoman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
- 5. The First Selectwoman and Treasurer or 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.
- 6. 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 fifteen (15) annual installments of principal, the first installment to mature not later than three years from the date of issue and the last installment to mature not later than fifteen (15) 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.
- 7. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectwoman and Treasurer or Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by

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

- 8. 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.
- 9. The First Selectwoman, 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.
- 10. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States. The First Selectwoman is authorized to negotiate and enter into grant agreements on behalf of the Town to fund the Project and to accept on behalf of the Town any grant to fund the Project. The First Selectwoman and other Town officials are authorized to seek grants and other contributions for the costs of the Project and take all such actions necessary or appropriate to obtain such grants and other contributions including execution and delivery of contracts related to such grants. 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 shall reduce the amount of the Bonds that can be issued pursuant to this resolution. If such grants and contributions are received after the issuance of the Bonds, they 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.

# EXHIBIT A

	Three Year Replacement Plan					
<u>Equipment</u>	Equipment Detail					
6-Wheel Dump Truck w/All Season Body & Snow Plow	Replacement Beyond Useful Life Unit #161					
Ten Wheel Dump Truck w/ Sander & Snow Plow	Replacement Beyond Useful Life Unit #39					
Flat Bed w/ Lift Gate	Replacement Frame & Bed Rotted Unit #211					
Backhoe w/ Front and Rear Clam Buckets	Replacement Beyond Useful Life Unit #49					
Excavator	New Addition Will be used when backhoes are too cumbersome.					
Six Wheel Dump Truck w/ All Season Body & Snow Plow	Replacement Beyond Useful Life Unit #164					
Bucket Lift Truck	Replacement Beyond Useful Life Unit #54					
Refuse Truck	Replacement Beyond Useful Life Unit #260					
6-Wheel Dump Truck w/All Season Body & Snow Plow	Replacement Beyond Useful Life Unit #166					
Wheel Loader	Replacement Beyond Useful Life Unit #250					
Brush Chipper	Replacement Beyond Useful Life Unit #300					

- <u>Background</u> This transformer was installed during the plant upgrade of 2001 and has been in continuous service. It is an outside unit and is responsible for powering 1/3 of the plant equipment. On February 17, 2023 the transformer failed and was inspected by high voltage electricians. The diagnosis was an internal short and the transformer was no longer serviceable. A spare transformer removed from another area of the plant was installed, but is also 22 years old and is at the end of its useful life. Transformer company has offered \$4500 for our old unit.
- 2. <u>Purpose and Justification</u> To replace the existing 22-year-old transformer to ensure reliable service.
- 3. <u>Detailed Description of Proposal</u> To purchase a new transformer that matches the existing specifications to replace the unit that is in service at this time. A new unit costs \$74,170 dollars and would take in excess of 42 weeks and have a one-year warranty. A rebuild unit costs \$64,640, has a 6-8 week delivery and has a three-year warranty.
- 4. <u>Reliability of Cost Estimate</u> Based on a scale of 0 to 10, this is an 8. Pricing is valid for 30 days.
- 5. Increased Efficiency or Productivity Transformer will be up to current standards and industry specifications.
- 6. <u>Additional Long Range Costs</u> Maintenance of the transformer will be bore by the WPCA out of the annual operating budget.
- 7. Additional Use or Demand on Existing Facilities None.
- 8. <u>Alternatives to this Request</u> None.
- 9. <u>Safety and Loss Control</u> –None for Town.
- 10. <u>Environmental Considerations</u> Cooling oil will be removed by a licensed Environmental Waste disposal company to avoid any environmental impact.
- 11. <u>Insurance</u> All selected participants will be required to carry the necessary insurance as directed by the Town of Fairfield.
- 12. **<u>Financing</u>** Funded through the WPCA fund balance.
- 13. Other Considerations: None

## Other Approvals:

WPCA Committee	-	May 17, 2023
Board of Selectman	-	TBD
Board of Finance	-	TBD
RTM	-	TBD



Quote: Q-75843 | Sale Date: April 14, 2023 Change Order: No | Revision: 0 Project:

John Bodie Town of Fairfield Connecticut jbodie@fairfieldct.org

#### Shannon Wright **Business Development Manager** shannon.wright@sunbeltsolomon.com | +1 2562249072

PRODUCT	QTY	EACH
Recondition Repair - Three Phase Pad Mount - 1500 KVA	1	\$14,500
Lead Time: 6-8 Weeks		
HV: 13800 Delta LV: 480Y/277		
S/N: 990270-B1		

#### **Recondition Repair Price Includes:**

1. Initial Testing

MFG: SQD

- 2. New Gaskets
- 3. New Pressure Relief
- 4. Non-PCB Mineral Oil
- 5. Pressure Test
- 6. Final Electrical Testing
- 7. Sanding & Painting
- 8. Round Trip Freight (pick up & delivery)

#### Note:

Prior to repairing your transformer, we will contact you and advise if any additional parts are needed and confirm the total repair cost. Customer is responsible for all loading and unloading at the job site.

PRODUCT OTY EACH Rewind Repair - Three Phase Pad Mount - 1500 KVA \$45,648 Lead Time: 42-44 Weeks HV: 13800 Delta LV: 480Y/277 Rist on likely ports will likely S/N: 990270-B1 MFG: SQD **Rewind Repair Price Includes:** 1. Initial Testing

- 2. New Gaskets
- 3. New Pressure Relief
- 4. Non-PCB Mineral Oil
- 5. New Primary & Secondary Windings
- 6. New Insulation
- 7. Pressure Test
- 8. Final Electrical Testing
- 9. Sanding & Painting
- 10. Round Trip Freight (pick up & delivery)

#### Note:

Prior to repairing your transformer, we will contact you and advise if any additional parts are needed and confirm the total repair cost.

Customer is responsible for all loading and unloading at the job site.

All REMAN Units are Completely Reconditioned to Nameplate Specifications

Destination: CT | FOB: Origin | Shipping & Handling: Prepaid & Allowed

1922 S. MLK Jr. Drive Temple, TX 76504



+01 800.433.3128



info@sunbeltsolomon.com sunbeltsolomon.com

Not vieble Short



Quote: Q-76070 | Sale Date: April 19, 2023 Change Order: No | Revision: 0 Project:

> EACH \$68,640

John Bodie Town of Fairfield Connecticut jbodie@fairfieldct.org

#### Shannon Wright Business Development Manager shannon.wright@sunbeltsolomon.com | +1 2562249072

PRODUCT	QTY
Three Phase Pad Mount 1500 KVA	1
KVA: 1500 @ 65°C 60Hz Impedance: Standard	
HV: 13800 Delta (95 KV BIL)   Radial Feed   LV: 480Y/277 (30 KV BIL)	
Primary Taps: 2-2.5% FCAN & BN	
(3) Wells and 15KV Inserts HV Bushings	
(4) 6-Hole Spade LV Bushings	
CL Fusing	
Liquid Temperature Gauge	
Liquid Level Gauge	
Pressure Vacuum Gauge	
Pressure Relief Valve	
Drain Valve + Sampler	
FR3 Insulating Fluid	

All REMAN Units are Completely Reconditioned to Nameplate Specifications

Destination: CT | FOB: Origin | Shipping & Handling: Prepaid & Allowed Shipment: 6-8 Weeks | Warranty: 3 Years | Terms: Net 30 with approved credit.

Offer to sell valid for 30 days. Price is subject to re-evaluation after 15 days. Units subject to availability.

Please note any changes to the specifications on this quotation form and reference the quotation number on your Purchase Order. Sunbelt Solomon ('Supplier') will use your Purchase Order to proceed with manufacturing when terms and conditions are finalized. Please note that changes made after the manufacturing process begins may result in additional charges and potential delays in production. Production of units that are contingent on the approval/receipt of drawings will begin the manufacturing process after the final sign off on the specified drawings by the customer. Please contact your sales representative for the estimated drawing lead time associated with this quote.

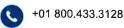
All sales, rental and services are subject to Supplier's Terms and Conditions for Sales and Rentals of Equipment and/or Services ("Terms and Conditions") unless otherwise mutually agreed in writing by officer of Supplier as evidenced by such officer's signature. Acceptance of a Buyer purchase order by Supplier-does not constitute acceptance of Buyer terms and conditions. As orders are time sensitive and it is cost prohibitive to review and negotiate terms and conditions between parties, Supplier Terms and Conditions apply to quotes/orders: 1) with a value before tax of \$25,000 or less, 2) emergency services or services completed before issuance of a purchase order, and 3) rush orders for sales and rental that are to ship within three (3) days regardless of submission of terms and conditions by Buyer. If the Quotation is for Company to perform evaluation services on Customer-owned equipment (e.g. for Company to determine how/if the piece of equipment failed and/or whether it can be repaired), then the provisions of terms and conditions will apply which include (among other provisions) risk of loss remaining with Customer and Company only being liable for damage to this equipment to the extent of its gross negligence or willful misconduct. In no event does Supplier accept consequential damages or agree to Prime/Owner contract terms and conditions.

Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate. Unit(s) quoted are for normal service conditions as defined by ANSI/IEEE Standards. Notify Supplier at time of quotation should the unit(s) be subject to harmonics, motor starting, shovel duty, or other special service conventions.

#### Schedules



1922 S. MLK Jr. Drive Temple, TX 76504





info@sunbeltsolomon.com sunbeltsolomon.com

12

Mr. John Bodie Town of Fairfield Treatment Plant 265 Richard White Way Fairfield, CT 06824

May 16, 2023

Re: Transformer Replacement Site Spare

Dear Mr. Bodie,

.

We are pleased to submit our proposal for a new 1500 KVA 13800/480-volt pad mounted transformer for you stock.

Scope

- New 1500 KVA grounded WYE transformer.
- We will help with the complete specification.
- The unit will brand new as manufactured by Schneider Electric

Total

\$ 74,710.00

Notes:

1. Normal delivery is 325 days ARO.

2

Sincerely, Yankee Electric Construction Co Inc

#### **Ray Barry**

Ray Barry E1-103043, NY1500 President Accepted: Date:

YANKEE ELECTRIC CONSTRUCTION CO INC 150 CARTER HENRY DRIVE, FAIRFIELD, CT 06824 P-203-259-5499 F-203-259-4278 CT LIC# 103043, NY1500

#### 250KW Trailer Mounted Generator – Cost \$125,000

- <u>Background</u> The WPCA has eleven generators, which power the Treatment Plant as well as our 8 pump stations during emergencies. This equipment is vital to the operation and flow of wastewater throughout the town. During the past year, we have had generator issues that required repairs, and supply chain issues have stretched delivery of parts in some cases to over 6 months. We are required to have back up power available at all times and a rental unit must be sourced and on site. Rental fees add up quickly and with rental units at a premium, availability can be limited.
- Purpose and Justification The purpose of the request is to purchase a trailer-mounted generator that can will used to back up all 8-pump station generators, as well as supplement a portion of the plant not connected to generator power during outages. We must be functional at all times to maintain sewage flow throughout the sanitary sewer system.
- 3. <u>Detailed Description of Proposal</u> With this generator in our fleet, we will be able to quickly repower any of the eight pump stations due to a generator failure. The rental costs and availability of emergency generators have become problematic in recent times and we cannot afford to be without. In addition, we will offset costs when a generator needs replacing or repair, as we will not need a rental while the work is being done. Warranties for generators do not cover the cost of a rental, and with supply chain issues for parts, fees can escalate quickly.
- 4. <u>Reliability of Cost Estimate</u> Based on a scale of 0 to 10, this is a 9. Purchasing has sourced through the government-pricing portal, Source well.
- 5. <u>Increased Efficiency or Productivity</u> We will be more self-sufficient and prepared during storms and emergencies.
- <u>Additional Long Range Costs</u> Maintenance of the generator will be bore by the WPCA out of the annual operating budget.
- 7. Additional Use or Demand on Existing Facilities None.
- <u>Alternatives to this Request</u> Do not purchase and rely on rental generators and their availability.
- 9. <u>Safety and Loss Control</u> –None for Town.
- 10. Environmental Considerations None
- 11. <u>Insurance</u> Covered under Town's insurance.
- 12. **<u>Financing</u>** Funded through the WPCA fund balance.
- 13. Other Considerations: None.

#### Other Approvals:

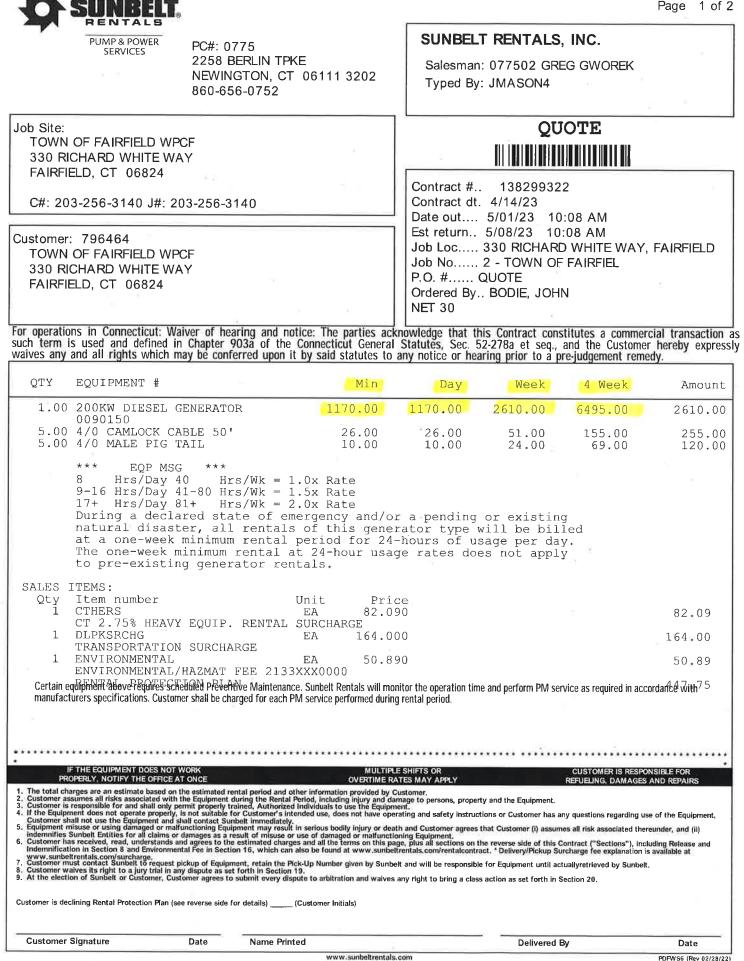
WPCA Committee	-	Oct. 19, 2022
Board of Selectman	-	TBD
Board of Finance	-	TBD
RTM	-	TBD

# WPCA Generator List

Admin building – 750 KW Nat Gas – 11/21/2021 Influent building – 500KW Diesel – 6/1/2001 RAS building – 1.3 Megawatt Nat Gas- 8/1/2017

Fairfield Beach Station – 30KW Nat Gas – 5/21/1987 Center Street Station – 130KW Diesel – 10/5/2011 Easton Turnpike Station – 200KW Nat Gas – 1/8/2022 Mill River Station – 200KW Nat gas – 6/30/2021 Tollhouse Station – 30KW Diesel – 3/1/1988 Eastfield Station – 25KW Diesel/Trailer – 6/1/1986 Willow Station 20KW - Diesel/Trailer – 2/10/2022 South Pine Creek Station- 25KW Diesel/Trailer – 8/4/2003







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www.sunbeltrentals.com

PDFWS6 (Rev 02/28/22)



May 30, 2023

Board of Finance C/O Lori Charlton Chairman Town of Fairfield, CT 725 Old Post Road Fairfield, CT 06824

Thank you for choosing PKF O'Connor Davies to provide professional services to the Town of Fairfield, CT. This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the **Town of Fairfield**, **CT** ("the Entity").

# Audit objectives

We will audit the Entity's governmental activities, business-type activities, each major fund and the aggregate remaining fund information and the disclosures, which collectively comprise the basic financial statements of the Entity as of and for the year ended June 30, 2022 and issue our report thereon as soon as reasonably possible after completion of our work.

Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis to supplement the Entity's financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budget and Actual Schedules
- Required Schedules and Notes for Pension Plans
- Required Schedules and Notes for Other Post-Employment Plans
- Schedules of Contributions and Proportionate Share of the Net Pension and OPEB Liability

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, *Government Auditing Standards* issued by the Comptroller General of the United States ("GAGAS"), and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") (if applicable), and we will provide an opinion on it in relation to the financial statements as a whole and our auditors' report will provide an opinion on such information in relation to the financial statements:

- Combining Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards
- Schedule of Expenditures of State Financial Assistance

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory section
- Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

# Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct the audit in accordance with US GAAS, GAGAS, and Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, GAGAS, and Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS and GAGAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the **Town of Fairfield, CT's** ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts. We will also request written representations from your attorneys as part of the engagement, as considered necessary pursuant to US GAAS.

After our planning is complete, we will communicate to management and those charged with governance, the significant risk(s) of material misstatement identified in our audit planning.

# Audit Procedures – Internal Control

We will obtain an understanding of the Entity and its environment, including internal control relevant to the audit, sufficient to identity and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

# Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report.

# Reporting

We will issue a written report upon completion of our audit of the **Town of Fairfield, CT's** financial statements. Our report will be addressed to the Board of Finance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasisof-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by GAGAS.

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over compliance and major program compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Entity's accounting policies and financial statements.

# **Other Services**

We will perform the following services for you as necessary:

- Prepare the financial statements of the Entity in conformity with accounting principles generally accepted in the United States of America based on information provided by you.
- Preparation of the Schedule of Expenditures of State Financial Assistance
- Preparation of the Schedule of Expenditures of Federal Awards
- Preparation of the MD&A based upon the data provided by you

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

# **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation, in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the preparation of the financial statements or other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the following schedules as appliable:

- Schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance.
- Schedule of expenditures of state financial assistance in accordance with the requirements of State Single Audit Act.

As part of the audit, we will assist with preparation of your financial statements, schedules noted above and related notes. You agree to include our report on the schedules noted above in any document that contains, and indicates that we have reported on, the schedules. You also agree to include the audited financial statements with any presentation of the schedules noted above that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedules noted above and related notes, and for accepting full responsibility for such decisions.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Entity is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

# **Exempt Offering Documents**

The financial statements are the property of the Entity and can be reproduced and distributed as management desires.

The Entity may wish to include our report on these financial statements in an exempt offering document. There are audit rules that govern whether the auditor is involved (has a responsibility to perform additional procedures outside of this audit engagement) or not with respect to the exempt offering document. For that reason, when our report is included in an exempt offering document, one of the following two options must be followed:

1. Any exempt offering document issued by the Entity with which we are not involved (as defined by AU-C Section 945) will clearly indicate in the exempt offering document we are not involved with the contents of such offering document using the following language:

PKF O'Connor Davies, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. PKF O'Connor Davies, LLP also has not performed any procedures relating to this offering document.

2. Otherwise, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent to use our report, will be a separate engagement and fee.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

# Engagement Administration

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report. We understand that your employees will locate any documents selected by us for testing.

It is expected that a portion of the audit will be conducted remotely. Management is responsible for ensuring that all electronically provided documents and records are complete and accurate reproductions of the original documents and records. For any part of the engagement performed on premises, management is responsible for ensuring that all applicable safeguards are in place in accordance with Centers for Disease Control guidance and any state and local regulations and guidelines. PKF O'Connor Davies holds the right to not perform work onsite if we consider the onsite conditions unsafe for any reason. Management, in coordination with PKF O'Connor Davies, is responsible to arrange for alternative methods for audit procedures that must be performed on the Company's or a third-party's premises.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal (and/or state) awarding agency or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

# **Hosting Services**

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

# Electronic and other communication

During the course of the engagement, we may communicate with you or with Entity personnel via fax or email. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

## Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

# Liability

Any and all claims by the Entity arising under this engagement must be commenced by the Entity within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Entity is informed of the engagement's termination in the event our report is not delivered, for any reason.

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Entity by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Entity against the firm. This indemnification will survive termination of this engagement.

# **Dispute resolution**

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Entity or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in Hartford, CT.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery. All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

Any claim by our firm seeking payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. YOU AND OUR FIRM IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO NON-PAYMENT OF ANY OF OUR FEES AND DISBURSEMENTS.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

# Third-party service providers and subcontractors

From time to time and depending upon the circumstances, we may use third-party service providers or subcontractors to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with third-party service providers and subcontractors, and we remain committed to maintaining the confidentiality and security of your information.

## Employment of firm partner or professional employee

The Entity acknowledges that hiring current or former PKF O'Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

In addition, during the term of this Engagement Letter and for a period of one (1) year after the services are completed, we both agree not to solicit, directly or indirectly, or hire the other's personnel participating in the engagement without express written consent. If this provision is violated, the violating party will pay the other party a fee equal to the hired person's annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel.

# Fees and billing

Our fee for the financial statement audit services will be \$129,670 (the "Fee") as follows:

Town	\$ 118,330
Parking Authority	11,340
Total	\$ 129,670

The Fee shall be payable to us in monthly installments as the work is performed, within 30 days of the invoice date.

The above estimated fee is quoted based upon the same scope and audit requirements as the prior year. Should any professional pronouncements issued by the GASB, the AICPA, the Federal or State governments, or should the number of major funds increase or should the number of Federal or State programs that are required to be tested increase significantly affect the audit hours, we would discuss possible fee changes with you prior to commencing the work.

Our fee is quoted with the understanding that the accounts and records will be properly and currently maintained and in balance prior to commencement of our year-end audit. This includes trial balances of all individual funds, bank reconciliations, balancing of subsidiary records with general ledger control accounts, adequate detail of receivables, payables, etc. and other account analysis. Should any unusual circumstances, originating from the Town or its personnel require an excessive amount of time on our part, we would consult with you regarding any possible additional charge for the time involved prior to commencing the work.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

Joseph Centofanti is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

The terms of this letter are subject to the completion of client acceptance in compliance with professional standards.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

By your execution of this Agreement, the undersigned represent and warrant that he or she is authorized on behalf of the entity or entities listed to bind and are in fact binding each such entity to the terms and conditions of this Agreement.

We are pleased to have this opportunity to serve you.

PKF O'Connor Davies, LLP

Attachment: Peer Review Report

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

## Town of Fairfield, CT

BY:					

TITLE: \_\_\_\_\_\_

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

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# **REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL**

June 16, 2020

To the Partners of PKF O'Connor Davies, LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

## Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

## Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

## **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits of broker-dealers, and examinations of service organizations SOC 1 and SOC 2 engagements.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

# Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* PKF O'Connor Davies, LLP has received a peer review rating of *pass.* 

Davie Maplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.