

BOARD OF SELECTMEN MEETING DRAFT MINUTES
Monday, January 31, 2022
4:00 pm
Via Webex

A regular meeting of the Board of Selectmen was held at 4:00 p.m. on Monday, January 31, 2022, via Webex in Fairfield, Connecticut.

A recording of this meeting can be found here: [Board of Selectmen 1-31-2022 Regular Meeting - YouTube](#).

MEMBERS PRESENT: First Selectwoman Brenda L. Kupchick, Selectman Thomas Flynn, Selectwoman Nancy Lefkowitz

OTHERS PRESENT: Janice Bouloubasis, Jason Prevelige, Jennifer Kennedy, Sarah Matthews, Susan O'Neill, David Kantor, Kirstin Etela, Peter Hood, Purchasing Director Gerald Foley, Building Manager James Ryan, Police Chief Bob Kalamaras, REJTF Co-Chair Gina Ludlow and members Steve Bogan, Doug Bunnell, Karen Lynch, Ryan Odinak, and Sandra Tallman, Town Attorney James Baldwin, Attorney James Tallberg, Attorney Douglas Varga, Tom McManus, Meghan McGloat, Nick von der Wense, Tim Lynch, James White, Justin Spencer, Greg Taylor, Arlene Carpenter, Jonathan Fernandez, and Anthony Mannello.

1) **CALL TO ORDER**-First Selectwoman Kupchick called the meeting to order at 4:00 pm.

2) **PLEDGE OF ALLEGIANCE**-First Selectwoman Kupchick led the Pledge of Allegiance.

3) **MINUTES**

To consider and act upon the minutes of January 3, 2022 and January 18, 2022
Selectwoman Lefkowitz made a motion to approve Item 3. Selectman Flynn seconded the motion which carried unanimously.

4) **RESIGNATIONS (*for information only*)**

a) **Bike and Pedestrian Committee**

Bruce Prangle (D) 8 Bloomfield Drive, term 11/18-11/22
(Resignation Date: January 21, 2022)

b) **Burr Gardens Advisory Committee**

i. Tara T. Backe (R) 388 Old Post Road, term 11/21-11/24
(Resignation Date: January 11, 2022)

ii. Lisa W. Callahan (R) 290 Beach Road, term 11/20-11/23
(Resignation Date: January 14, 2022)

The Selectmen thanked Mr. Prangle, Ms. Backe and Ms. Callahan for their service.

5) **APPOINTMENTS**

To hear, consider and act upon the following appointments:
Selectwoman Lefkowitz thanked those who have served on committees and said she would like to advocate for more diversity on boards. Selectwoman Lefkowitz said she will be abstaining from voting on today's appointments. She thanked everyone in advance for their service.

First Selectwoman Kupchick stated she is following the same process as previous Selectmen had in putting residents on town boards. First Selectwoman Kupchick said she also includes the information on board openings in her weekly newsletter so residents can apply to Boards and Commissions and not apply through political parties only. First Selectwoman Kupchick offered to speak with Selectwoman Lefkowitz offline for her ideas on improving the process.

a) Affordable Housing Committee

- i. Janice Bouloubasis (R) 154 Overlook Avenue, term 11/21-11/25 (to replace Cynthia K. Sammarco whose term has expired)

Selectman Flynn made a motion to approve the appointment of Janice Bouloubasis to the Affordable Housing Committee. Selectwoman Lefkowitz seconded the motion which carried 2-0-1 (Selectwoman Lefkowitz abstained).

- ii. Ana Cristina (Nina) Velez (R) 122 Halley Avenue, term 11/21-11/25 (to replace Nancy J. Lyons whose term has expired)

Selectman Flynn made a motion to approve the appointment of Ana Cristina Velez to the Affordable Housing Committee. Selectwoman Lefkowitz seconded the motion which carried 2-0-1 (Selectwoman Lefkowitz abstained).

The Board thanked those whose terms expired and those who were newly appointed.

b) Board of Health

- Jason P. Prevelige (R) 220 Andrassy Avenue, term 11/21-11/25 (to replace Dr. Henry H. Yoon whose term has expired)

Selectman Flynn made a motion to approve the appointment of Jason Prevelige to the Board of Health. Selectwoman Lefkowitz seconded the motion which carried 2-0-1 (Selectwoman Lefkowitz abstained).

The Board thanked both Mr. Prevelige and Dr. Yoon for their service.

c) Burr Gardens Advisory Committee

- i. Jennifer B. Kennedy (R) 39 River Street, term 11/21-11/24 (to fill a vacancy for Tara T. Backe who resigned)

Selectman Flynn made a motion to approve the appointment of Jennifer Kennedy to the Burr Gardens Advisory Committee. Selectwoman Lefkowitz seconded the motion which carried 2-0-1 (Selectwoman Lefkowitz abstained).

- ii. Sarah Matthews (R) 230 Penfield Road, term 11/21-11/24 (to fill a vacancy for Shana T. Wiswell who did not seek a second term)

Selectman Flynn made a motion to approve the appointment of Sarah Matthews to the Burr Gardens Advisory Committee. Selectwoman Lefkowitz seconded the motion which carried 2-0-1 (Selectwoman Lefkowitz abstained).

- iii. Susan O'Neill (R) 153 Old Post Road, term, 11/20-11/23
(to fill a vacancy for Lisa Callahan who resigned)

Selectman Flynn made a motion to approve the appointment of Susan O'Neill to the Burr Gardens Advisory Committee. Selectwoman Lefkowitz seconded the motion. The motion carried 2-0-1 (Selectwoman Lefkowitz abstained).

The Board thanked those who are no longer serving on this committee and those who were newly appointed.

- d) Land Acquisition Commission
David M. Kanter (D) 11 Myren Street, term 11/18 – 11/22 (*alternate*)
(to replace Kasandra D. Marshall who moved to full member)

Selectwoman Lefkowitz made a motion to approve the appointment of David Kanter to the Land Acquisition Commission. Selectman Flynn seconded the motion. The motion carried 2-0-1 (Selectwoman Lefkowitz abstained).

The Board thanked Mr. Kanter for his service.

- e) Solid Waste and Recycling Commission
Kirstin M. Etela (D) 90 South Pine Creek Road, term 11/18-11/22
(to fill a vacancy for Guy Gleysteen who resigned)

Selectwoman Lefkowitz made a motion to approve the appointment of Kirstin Etela to the Solid Waste and Recycling Commission. Selectman Flynn seconded the motion. The motion carried 2-0-1 (Selectwoman Lefkowitz abstained).

The Board thanked both Ms. Etela and Mr. Gleysteen for their service.

- 6) **FIRST SELECTWOMAN APPOINTMENTS (for information only)**
Conservation Commission
a) Jay Fain (U) 8 Elm Street, term 11/19-11/24 (*moving from alternate to full member*)
(to replace Jennifer A. Hauhuth who resigned)
b) Peter C. Hood (D) 542 Villa Avenue, term 11/19-11/24 (*alternate*)
(to replace Jay Fain who is moving from alternate to full member)

First Selectwoman Kupchick thanked those who are no longer serving on the commission as well as those who were newly appointed.

- 7) **PURCHASING DIRECTOR**
To hear, consider and authorize the Purchasing Authority to enter into the proposed contract with All State Construction, Inc. to provide labor, materials, equipment and all else necessary to perform HVAC upgrades at Police Headquarters, 100 Reef Road [per bid #2022-56R], in an amount not to exceed \$480,000.00. [Account #22809010-57000-022T3 Capital Outlay Funds + 01005030-54370 Materials for Maint/Repair].

Selectman Flynn made a motion to approve Item 7. Selectwoman Lefkowitz seconded the motion.

Gerald Foley said funding has already been approved for this item and the vote is just for the contract. Selectman Flynn asked if the Town Attorney had reviewed the contract. Town Attorney Baldwin said he did review the contract and has no issue with it. Mr. Foley said this went out to bid and the operating account is being used for maintenance and repair. He said these funds will supplement the cost to replace the fan. Due to the supply chain issue, Mr. Foley said delivery is 60 days. Selectwoman Lefkowitz said HVAC is about clean air so she is in support of this item. Mr. Foley said the unit is 12 years old, but because it operates 24/7 it has exceeded its life expectancy. He said the upgrades will significantly improve the air quality at the Police Department.

The motion carried unanimously.

8) **RACIAL EQUITY AND JUSTICE TASK FORCE**
To hear and discuss the Racial Equity Plan

First Selectwoman Kupchick thanked the public for all the emails she and the Selectmen received regarding the Racial Equity Plan. She said the Board unanimously approved the Task Force's Mission Statement (which is included in the backup documents for this meeting) in September 2020.

Steve Bogan, Karen Lynch and Doug Bunnell, all members of the REJTF presented the blueprint for the Town to use going forward. They said Chief Kalamaras, Schools Superintendent Mike Cummings as well as members of the Town participated in the conversations and provided data to form the blueprint. They said there were 16 one-on-one interviews with key figures in the Town also. They said there was also a community roundtable discussion where some residents shared stories of racism within the Town. They said appointing a permanent committee would show a commitment to these issues. They said it was suggested to have a FPD Officer oversee training groups on this issue as it would improve the quality of life for the community.

Selectwoman Lefkowitz said based on the outpouring of support, the community is craving this Task Force. She thanked all the members of the Task Force for challenging everyone to have difficult, but necessary conversations.

REJTF member Sandra Tallman said she and Tameisha Powell-Dunmore who was not able to log into the call, said they both wanted to state for the record that they don't agree with the blueprint and although they had originally voted to approve it, when they requested that their vote be rescinded, they were denied. Ms. Tallman said she doesn't think there is enough data to support the Town being systematically racist. Ms. Tallman said there are many good suggestions that are getting lost in the blueprint. There was a detailed discussion regarding Ms. Tallman's comments and the comments of the other task force members which can be heard in the recording listed at the top of this document.

First Selectwoman Kupchick said she has read the blueprint several times and it has a lot of great information. She said she would like to give it to department heads, the BOE and the PD for their feedback. First Selectwoman Kupchick thanked the REJTF for their commitment to this Task Force and for providing the blueprint that the Town can build on.

First Selectwoman Kupchick motioned for a short recess at 6:10 pm. Selectman Flynn seconded the motion which carried unanimously.

Selectwoman Lefkowitz motioned to resume the meeting at 6:20 pm. Selectman Flynn seconded the motion which carried unanimously.

- 9) To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$55,282.86

Selectman Flynn made a motion to approve Item 4. Selectwoman Lefkowitz seconded the motion which carried unanimously.

- 10) To hear, consider and act upon any other business which shall properly come before this meeting

First Selectwoman Kupchick asked for public comment at this time. There was none.

11) TOWN ATTORNEY

- a) Executive Session – Pending Litigation – Monroe RE, LLC, et al. vs. Town of Fairfield with Town Attorney James Baldwin
- b) Executive Session – Pending Litigation – Fluor Securities Litigation with Attorney Matthew Tuccillo and Town Attorney Jim Baldwin

Regarding Item 11a, First Selectwoman Kupchick said that Town Attorney Baldwin will speak to the Board and the public to give a history on this case. She said public comment will be allowed after Attorney Baldwin speaks and before going into Executive Session. First Selectwoman Kupchick addressed emails received regarding this case that were inappropriate and aggressive and she asked the public for respect when commenting. She said this lawsuit goes back almost nine years. For Attorney Baldwin's history regarding Newport Academy and the details of the comments of the public, please go to the link at the top of this document.

Public comment was made by Tom McManus, Meghan McGloat, Nick von der Wense, Tim Lynch, James White, Justin Spencer, Greg Taylor, Arlene Carpenter, Jonathan Fernandez, and Anthony Mannello.

After public comment, First Selectwoman Kupchick stated the Town has been transparent and has been arguing this case for years. She said after the Town was served with Federal lawsuits, it was no longer allowed to discuss the situation publicly. First Selectwoman Kupchick said when the Board and the Attorneys come out of Executive Session, they will vote. She said once they are allowed to speak in public, they will have a public discussion. The recording will have all details of the discussions on this item.

Selectman Flynn made a motion to go into Executive Session at 7:05 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Selectman Flynn made a motion to come out of Executive Session at 7:33 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Selectman Flynn made a motion to proceed with the settlement as advised by Counsel regarding Item 11a. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Item 11b. was continued to the next meeting, Monday, February 7, 2022 at 4:00pm.

12) Adjourn

Selectman Flynn made a motion to adjourn the meeting at 7:43 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Respectfully submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN MEETING DRAFT MINUTES

Monday, February 7, 2022

4:00 pm

Via Webex

A recording of the meeting can be found here: [Board of Selectmen 2-7-2022 RM - YouTube](#).

A regular meeting of the Board of Selectmen was held at 4:00 p.m. on Monday, February 7, 2022 via Webex in Fairfield, Connecticut.

MEMBERS PRESENT: First Selectwoman Brenda L. Kupchick, Selectman Thomas Flynn, Selectwoman Nancy Lefkowitz

OTHERS PRESENT: Assistant Planning Director Emmeline Harrigan, Conservation Director Tim Bishop, Engineering Manager Bill Hurley, Parks and Recreation Director Anthony Calabrese, Fire Chief Denis McCarthy, Deputy Fire Chief Kyran Dunn, Executive Director of Operations, Fairfield Public Schools, Angelus Papageorge, CFO Jared Schmitt

1) CALL TO ORDER

First Selectwoman Kupchick called the meeting to order at 4:00 pm.

2) PLEDGE OF ALLEGIANCE

First Selectwoman Kupchick led the Pledge of Allegiance.

3) PLANNING DIRECTOR

To hear a FEMA CRS progress report on action items outlined in the Regional Hazard Mitigation Plan

Emmeline Harrigan presented this item. She said the Town participates in FEMA's voluntary community rating system, CRS, which awards a discount rating to communities that go above and beyond the minimum requirements of the National Flood Insurance Program's, NFIP's, floodplain management requirements. Ms. Harrigan said Fairfield's floodplain management efforts result in a 10% discount for its 2,053 policyholders or approximately \$337,661 in annual savings. She said one of the tasks required for the CRS participation is an annual review of Fairfield's Floodplain Management Plan. She said the plan consists of flood reduction action items that are located within MetroCOG's multi-town Hazard Mitigation Plan adopted in 2019. She said the Town has made progress on the following action items as part of the regional hazard mitigation plan:

- Riverside Drive Tidegate System
- WasteWater Treatment Facility
- ARPA Funds to Increase Town Resiliency
- Downtown Green Infrastructure Projects
- Rooter River Corridor
- Railroad Underpass Flooding (Working with CIRCA)
- 24-hour Remote Monitoring of the Tide Gate Markings in the Marina and Beach area to Better Emergency Management Preparation.

Ms. Harrigan said a full flood Floodplain Management Plan Report update as required for CRS participation is included in the meeting backup documents.

4) **NON-RECURRING CAPITAL – 15 YEARS (*requires BOF and RTM approval*)**

To hear, consider and adopt a bond resolution entitled, “A resolution appropriating \$358,445 for the costs of a nonrecurring capital project and authorizing the issuance of bonds to finance such appropriation”.

Selectman Flynn made a motion to approve Item 4. Selectwoman Lefkowitz seconded the motion.

CFO Jared Schmitt said this is a bond resolution for a Self-Contained Breathing Apparatus for the Fire Department. He said there is also a grant for possible reimbursement. Fire Chief Denis McCarthy said he would like to get approval for the full amount until he is notified if the grant was approved. He said the Fire Department applied for the grant last year and were unsuccessful. He said this year, the Fire Department adjusted the request, the price increased, and the department applied for replacement, added technology and applied for the grant again. Chief McCarthy said the \$358,445.00 replaces 38 units. He said FEMA won’t cover the whole cost and there will be a difference of \$116,627.00. He said the FEMA grant will be for \$241,818.00. Chief McCarthy said the last time the apparatus were replaced, 28 units were replaced with an AFC grant. He said this request is for the remaining 38. Selectman Flynn asked how often the apparatus are replaced. Chief McCarthy said every five years, the standards change. He said the new units will give warning when there is 33% of air left in the tank. There was a discussion about the length of the bond as Selectman Flynn stated the Town’s policy is not to finance for longer than the life expectancy of the bonded item.

Selectman Flynn made an amendment to change the Bond Resolution from 15 years to 10 years. Selectwoman Lefkowitz seconded the amendment which carried unanimously.

The main motion, as amended, carried unanimously.

5) **NON-RECURRING CAPITAL – 20 YEARS (*requires BOF and RTM approval*)**

To hear, consider and adopt a bond resolution entitled, “A resolution appropriating \$3,867,899 for the costs of certain nonrecurring capital projects and authorizing the issuance of bonds to finance such appropriation”.

Selectman Flynn made a motion to approve Item 5. Selectwoman Lefkowitz seconded the motion.

The Department Heads went through the items in the 20-year bond resolution:

- Conservation: Pine Creek-McCleary Tidegate Repair, Riverside Creek Tidegate Repair
- Engineering: Underwater Bridge Inspection and Repairs, Increase Resiliency Ash Creek Open Space-Jennings Beach – Design

- Parks Department: Lake Mohegan-Restoration from Storm Ida Damage
- Parks & Recreation: Post-Tension Tennis Courts-Dwight, Jacky Durrell Pavilion Upgrades
- BOE: Boiler Burner Replacement-Burr Elementary School, Elevator Modernization-FLHS

All of the items were discussed with the Board members and the department head making the presentation. Selectman Flynn suggested taking the Underwater Bridge Inspection and Repair out of the bond resolution and make its own resolution with the same wording, but for a 10-year bond.

Selectwoman Lefkowitz made a motion to rescind the motion to approve the Non-Recurring Capital 20-year Bond Resolution. Selectman Flynn seconded the motion which carried unanimously.

Selectwoman Lefkowitz made an amendment to remove the item *“Under water bridge inspection and repairs”* from the 20-year Bond Resolution. Selectman Flynn seconded the amendment which carried unanimously.

Selectman Flynn made a motion to approve the 20-year Bond Resolution, as amended, in the appropriated amount of \$3,717,899.00. Selectwoman Lefkowitz seconded the motion. The motion carried unanimously.

The amended Bond Resolution:

NON-RECURRING CAPITAL – 20 YEARS (*requires BOF and RTM approval*)

To hear, consider and adopt a bond resolution entitled, “A resolution appropriating \$3,717,899 for the costs of certain nonrecurring capital projects and authorizing the issuance of bonds to finance such appropriation”.

Selectman Flynn made a motion to approve a Bond Resolution for \$150,000.00 with the same language as the above resolution, but for 10 years: *“To hear, consider and adopt a 10-year bond resolution entitled, “A resolution appropriating \$150,000.00 for the costs of nonrecurring capital for Underwater Bridge Inspection and Repairs and authorizing the issuance of bonds to finance such appropriation”.*

Selectwoman Lefkowitz seconded the motion which carried unanimously.

- 6) To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$54,292.00

Selectman Flynn made a motion to approve Item 6. Selectwoman Lefkowitz seconded the motion which carried unanimously.

- 7) To hear, consider and act upon any other business which shall properly come before this meeting

First Selectwoman Kupchick congratulated two Olympians from Fairfield, Kristen Santos and Mac Forehand.

First Selectwoman Kupchick said Social Services is seeking volunteers to help Seniors and Disabled residents with shoveling. She said anyone who is interested in volunteering can call 203-256-3166. She said there is more information in the newsletter she sends out every week and to sign up for the newsletter, go to the Town website at www.fairfieldct.org.

Selectman Flynn thanked everyone who signed the petition letter supporting the Co-op Hockey Team and asking CIAC to reconsider allowing the team into the State Tournament. He said a change in the decision has not yet been made.

Selectwoman Lefkowitz asked First Selectwoman Kupchick for an update on Town Meetings and if meeting hybrid will continue. First Selectwoman Kupchick said she is discussing this with IT and the BOE. She said the feedback has been very positive regarding the hybrid meetings on Zoom and Webex because regardless of people being at home or away, they can still participate. She said there is a supply chain delay, but IT will try to install a bridge system until the full system is in place.

8) TOWN ATTORNEY

Executive Session – Pending Litigation – Fluor Securities Litigation with Attorney Matthew Tuccillo and Town Attorney Jim Baldwin

Selectman Flynn made a motion to go into Executive Session at 6:00 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Selectman Flynn made a motion to come out of Executive Session at 6:22 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Selectman Flynn made a motion to approve the recommendations of Attorney Matthew Tuccillo, contingent upon the consideration and approval of the JRIB (Joint Retirement Investment Board). Selectwoman Lefkowitz seconded the motion which carried unanimously.

9) Adjourn

Selectman Flynn made a motion to adjourn the meeting at 6:24 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Respectfully Submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN DRAFT MINUTES
PUBLIC BUDGET HEARING #1
Wednesday, February 23, 2022
10:00 am

The Board of Selectmen held a Public Budget Hearing at 10:00 a.m. on Wednesday, February 23, 2022 via Webex in Fairfield, CT.

A recording of this meeting can be found here:

<https://www.youtube.com/watch?v=cEQCNAd8Bg>

MEMBERS PRESENT: Brenda L. Kupchick, First Selectwoman, Thomas M. Flynn, Selectman Nancy E. Lefkowitz, Selectwoman

OTHERS PRESENT: Betsy Browne, Town Clerk, Robert Kalamaras, Chief of Police, Denis McCarthy, Fire Chief, Kyran Dunn, Deputy Fire Chief, Ross Murray, Tax Assessor, James Haselkamp, HR Director, John Marsilio, Interim DPW Director, John Cottell, Assistant DPW Director, Bill Hurley, Engineering Manager, Anthony Calabrese, Parks & Recreation Director, Dave Kluczowski, Tax Collector, Plan and Zoning Director Jim Wendt, Shawn Reed, Chief Building Official, Tim Bishop, Conservation Director, Frank Magneri, Budget Director, Jared Schmitt, CFO

- 1) Call to Order-First Selectwoman Kupchick called the meeting to order at 10:00 am.
- 2) Pledge of Allegiance-First Selectwoman Kupchick led the Pledge of Allegiance.
- 1) First Selectwoman - Summary Budget Presentation
First Selectwoman Kupchick presented her budget to the Board of Selectmen. She provided a presentation which she shared on a screen. First Selectwoman Kupchick said she will be sending the presentation out in a newsletter. Following her presentation, department heads were available to the Board of Selectmen to address any questions or concerns regarding their department budgets.
- 2) Budget Hearings – Town-Side
The following Department Heads discussed their budgets:
 - Betsy Browne – Town Clerk- Dept. 1030 - \$602,510 - Page 39
 - Robert Kalamaras- Police Chief- Dept. 4030 - \$15,742,765 - Page 145
 - Denis McCarthy- Fire Chief – Dept. 4010 - \$14,664,462 - Page 140
 - Ross Murray- Tax Assessor-Dept. 3050 - \$5,795,451 - Page 6
 - Julie DeMarco-Human & Social Services Director-Dept. 6050 - \$734,552 - Page 185
 - James Haselkamp-Human Resources Director-Dept. 1030 - \$5,795,451 - Page 70
 - John Marsilio-Interim DPW Director, John Cottell-Assistant DPW Director Dept. 5011 - \$378,925 - Page 173
 - Bill Hurley-Engineering Manager- Dept. 5070 - \$838,584. Page 176
 - Anthony Calabrese – Parks & Recreation Director Dept. 7030 - Penfield Pavilion - \$39,930 - Page 199

- Dept. 7050 - Parks & Recreation - \$2,663,635 - Page 203
- Dept. 7070 - Waterfront - \$542,249 - Page 206
- Dept. 7080 - Parks - \$1,867,317 - Page 208
- Dept. 7090 - Marina - \$316,122 - Page 212
- Dept. 7111 - Carl Dickman/Par 3 - \$311,938 - Page 216
- Dept. 7113 - H. Smith Richardson - \$1,611,565 - Page 219
- Dave Kluczowski, Tax Collector-Dept. 3090 - \$615,016 - Page 127
- Jim Wendt-Planning & Zoning Director-Dept. 1110 - \$693,132 - Page 43
- Shawn Reed- Building Director-Dept. 5050 - \$728,379 - Page 173
- Tim Bishop-Conservation Director- Dept. 1239 - \$828,048 - Page 56

There were discussions following each Department Head's presentation of the budgets. All discussions are in the recording.

Selectwoman Lefkowitz said there were items she wanted to discuss further at tomorrow's budget meeting regarding the First Selectwoman's budget, the "off budget" funds and clarification regarding Board of Assessment appeals.

Selectman Flynn said he would like to discuss Debt Service at tomorrow's meeting.

3) Public Comment
There was no public comment.

4) Adjourn
The meeting adjourned at 3:41 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN PUBLIC BUDGET HEARING #2 DRAFT MINUTES
Thursday, February 24, 2022
10:00 am
Via Webex

The Board of Selectmen held a Public Budget Hearing at 10:00 a.m. on Thursday, February 24, 2022 via Webex in Fairfield, CT.

A recording of this meeting can be found here: <https://www.youtube.com/watch?v=yK-vPOx-C3g>.

MEMBERS PRESENT: Brenda L. Kupchick, First Selectwoman, Thomas M. Flynn, Selectman, Nancy E. Lefkowitz, Selectwoman

OTHERS PRESENT: Ross Murray, Tax Assessor, Jared Schmitt, CFO, Caitlin Bosse, Controller, Christine Vitale, BOE Chair, Mike Cummings, Superintendent of Schools, Dr. Zakia Parrish, Executive Director of Operations and Processes, Courtney Laborious, Executive Director of Finance and Business Services, Dr. James Zavodjancik, Executive Director of Instruction, Curriculum and Assessment.

- 1) Call to Order-First Selectwoman Kupchick called the meeting to order at 10:00 am.
- 2) Pledge of Allegiance-First Selectwoman Kupchick led the Pledge of Allegiance.
- 3) Budget Hearings
 - Follow-Up on Town-side proposed budget

Selectwoman Lefkowitz had follow-up questions for the Tax Assessor regarding the Assessment Appeals and any revenue lost as a result. Mr. Murray said there were 650 appeals heard last year through the BAA (Board of Assessment Appeals) and 110 went to Superior Court. He said this year, 150 appeals will be heard by the BAA in March. Selectwoman Lefkowitz asked about assessment revenue loss and Mr. Murray said last year the total appeals were reduced by almost half. He said the BAA reduced the assessed values by approximately \$30,250,000. He said the total appraised value of what is being appealed is \$20 million. Selectwoman Lefkowitz asked about outside counsel being used. Mr. Murray explained that outside counsel is only used if cases go to Superior Court and if necessary for Court, he would possibly use an outside appraiser.

Selectwoman Lefkowitz asked First Selectwoman Kupchick what was different from last year's First Selectwoman's Office budget and this year's budget. First Selectwoman Kupchick said regular payroll was up due to raises which the Board of Selectmen voted on as the increases are in line with the unions. She said she also added \$3000 for training on top of regular training for staff.

Selectwoman Lefkowitz asked about the CAO position and wanted to get an update of the job which was discussed when the position was first added. First Selectwoman Kupchick said the CAO position was added three years ago and noted that every budget year this position is discussed. She said Mr. Bremer handles a lot of additional items and works directly with department heads on her initiatives. She said he is the point person on the fill pile and FEMA issues with Penfield Pavilion. Selectwoman Lefkowitz said she would like to get periodic reports from Mr. Bremer so his position doesn't need to be addressed every budget season.

Selectman Flynn added that Mr. Bremer has been his main conduit to information regarding the fill pile and remediation and he has worked with Mr. Bremer last year on the Capital Plan. He said Mr. Bremer is taking the lead on a lot of the discussions with FEMA and the issues the Town is having with Penfield. Selectman Flynn said negotiations need to be made with FEMA and the State. He added that since the Risk Management position was eliminated, he thinks it is beneficial to have Mr. Bremer, with his legal background, involved in insurance particularly in property and liability. He said Mr. Bremer is also assisting with purchasing policies. Selectman Flynn feels this position is very valuable and hopes it can expand in the future.

Selectwoman Lefkowitz assured the Board that she is not questioning the value of the position or Mr. Bremer, but said she thinks it would benefit the Town and the public to hear from him on a regular basis. First Selectwoman Kupchick stated that Mr. Bremer, along with the Chief of Staff, provide her with information and attend meetings when she is unavailable. She said their support is invaluable and allows her to do her job effectively.

Selectwoman Lefkowitz had questions about the Legal Services budget as she is advocating for the public to see what goes into the budget. She said the Town is facing big issues with the fill pile, lawsuits, and general day-to-day business. Selectwoman Lefkowitz asked about Town Counsel versus outside counsel. First Selectwoman Kupchick said there are a tremendous number of items that need legal attention. She said the Town hires outside counsel because Attorney Baldwin cannot do everything by himself. She said the Town contracts for tax appeals, fill pile environmental items, FEMA issues, conservation issues and also for the Conservation Commission. She said Town Attorney Baldwin also spends a considerable amount of time answering questions from various Boards and the First Selectwoman's Office. Selectwoman Lefkowitz asked if the Legal Services budget could be broken down for the public to know how it all works.

Budget Director Frank Magneri broke down Legal Services:

- General Litigation \$320,000
- Litigation for Conservation \$25,000
- Tax Appeals \$190,000
- Employee Union Contracts \$147,000
- Expenses for Charter Revision counsel and the Town Attorney's salary. Neither of whom are employees of the Town of Fairfield.

Mr. Magneri said the Legal Services is tracking on budget. Per Selectwoman Lefkowitz's request, CFO Jared Schmitt said he will put the breakdown in the Budget Book for the public to see. There was a discussion about legal fees for the fill pile and what accounts are paying those fees. This discussion can be accessed on the meeting recording. Selectwoman Lefkowitz asked for the breakdown to be included in this year's budget book so the public could access it. Mr. Schmitt said he would add it.

The Board of Selectmen had questions regarding the ECC budget and why it was separate from the regular budget. Mr. Schmitt said the Board of Finance thought it would be better to create a separate fund to track revenue and expenses. Selectman Flynn had other questions regarding the finances for the ECC, but he said he would want to discuss this in Executive Session.

There was a discussion about the “off budget” funds like the one that is being used to subsidize the police cars. Selectman Flynn asked for a breakdown of that budget. There was a discussion about the source of the money and who was using it. Mr. Schmitt and Ms. Bosse said they will provide the Board with actual numbers from that fund. Selectwoman Lefkowitz stated for the record that the discussion the Board just had demonstrates the reason why “off budget” funds should be part of the budget.

Selectwoman Lefkowitz also had questions regarding Pension and OPEB. CFO Jared Schmitt referred to budgeted amounts on page 230. He said all amounts are done by the actuary. He said OPEB projections are over a two-year period. Mr. Schmitt said at the bottom of page 231 fiscal year ending 2022, is the plan for the Town and on page 232 is the plan for Police and Fire. He said the Pension breakdown is on page 229 and was finalized the end of last week. He said those numbers are done annually. Mr. Schmitt said he will forward the presentation from the Actuary who did not have that report when the budget book was printed.

Selectman Flynn had a question about Debt Service (Dept 10030 \$24,210,208) on page 225. Mr. Schmitt reviewed the breakdown of the bonds which an outside service puts together. There was also a question about the increase in the FairTV budget and it was explained that due to the virtual meetings and anticipation of the hybrid installation, there will need to be an increase in staff in order for the system to function properly.

Selectman Flynn motioned to go into Executive Session at 11:17 am to discuss the ECC. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Selectwoman Lefkowitz motioned to come out of Executive Session at 11:41 am. Selectman Flynn seconded the motion which carried unanimously.

The Selectmen took no action.

Selectman Flynn motioned to recess at 12:00 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

First Selectwoman Kupchick motioned to come back from recess at 12:30 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

- BOE proposed budget

Before sharing the BOE presentation, Superintendent Cummings stated that the last couple of years have taxed all resources both personally and professionally in the Fairfield Public Schools. He said the budget presented today reflects the challenges from the past two years. Mr. Cummings said as the school system moves through the pandemic, it will be dealing with ramifications from students and staff. He said the original budget presented had a 6.2% increase. He said the BOE reduced the budget to 5.42%, taking out \$1.5 million using funds from the ARP ESSER and ESSER II. (American Rescue Plan & Elementary and Secondary School Emergency Relief). Mr. Cummings said the slides at the end of the presentation have all the details and he encouraged everyone to look at them after the presentation.

Mr. Schmitt requested a breakdown of Special Education costs. Courtney Laborious said she will work directly with Mr. Schmitt on this.

There was a discussion about the First Selectwoman's proposed reduction in the BOE budget and how it would affect the BOE. The BOE will have a presentation of the first draft of potential cuts on March 4th.

First Selectwoman Kupchick asked about the surplus that the BOE had at the end of last year. BOE Chair Christine Vitale explained that it was a very different year due to the pandemic and the fact that schools couldn't have Professional Development saved on transportation because students were at home and the BOE expanded on the open choice program and revenue to comply with the Racial Imbalance Program. Mr. Cummings said he will get a breakdown to the First Selectwoman. First Selectwoman Kupchick said the average increase submitted in the BOE budget has been 4% and it has usually gotten 2%. She said this year, she has put in her budget a 4.12% or a \$7.9 million increase from last year's BOE budget.

There were lengthy and important discussions on initiatives and structural changes, effects of the pandemic on the school system and cost increases, as well as finding ways to cut costs while still serving the students of this Town. The full discussion can be heard by accessing the above recording link.

First Selectwoman concluded by saying she served on the BOE and knows and respects what goes into its budgets. She said the pandemic was very challenging for the schools and town. First Selectwoman Kupchick said she believes changes can be made while keeping the level of education this Town is used to. She said she is still investing in Fairfield's students and the very qualified staff. First Selectwoman Kupchick said she respects all the BOE and staff and thanked them for all they do.

4) Public Comment – There was no public comment.

5) Adjourn

The meeting adjourned at 1:15pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN PUBLIC EXECUTIVE BUDGET SESSION
DRAFT MINUTES
Monday, February 28, 2022
10:00 am - Via Webex

The Board of Selectmen held a Public Executive Budget Session at 10:00 a.m. on Monday, February 28, 2022 via Webex in Fairfield, CT.

A recording of this meeting can be found here: <https://www.youtube.com/watch?v=n6YxlPE6xxw>

MEMBERS PRESENT: Brenda L. Kupchick, First Selectwoman, Thomas M. Flynn, Selectman, Nancy E. Lefkowitz, Selectwoman

OTHERS PRESENT: CFO Jared Schmitt, Budget Director Frank Magneri, Town Attorney James Baldwin

- 1) Call to Order-First Selectwoman Kupchick called the meeting to order at 10:00 am.
- 2) Pledge of Allegiance-First Selectwoman Kupchick led the Pledge of Allegiance.

CFO Jared Schmitt addressed follow-up items the Board had requested during last week's meetings.

- Pension/ADEC- BOE will have to pay only \$505,000 into the Pension/ADEC which is less than what it had budgeted. This is the final report that was accepted by the Joint Retirement Investment Board (JRIB).
- Recreation Revolving Fund- The current balance is \$951,000 of accumulated revenue over time that is spent over time. The account cannot go below \$200,000 by the end of the year. If there is more than \$200,000 at the end of the year, that amount is transferred into the General Fund.
- Senior & Disabled Tax Credit- There is \$4,444,886 in revenue loss due to the credits this year, Based on that number, a higher amount was budgeted for the FY 22-23.
- Police Outside Job Funds- The balance has accumulated. In the past, the money has gone to pay officers on job sites. Selectman Flynn suggested using this as a revolving fund, similar to Parks & Recreation and use the excess funds to acquire new patrol cars. Both Selectman Flynn and Selectwoman Lefkowitz thought a policy should be put in place going forward.
- DPW & Parks- The difference in the budget is broken out by what was done this year in the document sent to the Board. These departments have been separated and in the FY 22-23, each has their own budget.
- Penfield Pavilion- There was a question about staffing level and hours paid. Parks & Recreation Director Anthony Calabrese went through payroll and found savings which will be addressed later in the meeting.
- Insurance Estimates- Property and Liability estimates came from consultants who did not think the amount should change. Premiums will stay as is.
- Historical Cemeteries- The document that was sent regarding the cemetery upkeep shows a budget of \$12,000 for 30 weeks of mowing and there is \$6,000 in the Parks budget for headstones and repairs not related to landscaping. The upkeep is important as this is the history of the Town.

- Legal Services- Budget Director Frank Magneri said he sent the Board a breakdown of the legal expenses.

First Selectwoman Kupchick said based on questions during the budget hearings and follow-up with the Finance department, the administration came up with items to be adjusted in the budget. She said the items will be posted on the website for the public.

Recommended Changes:

- Police Department- The line item for Crossing Guards was moved to the BOE budget per FPD and BOE. It was not taken out of the PD budget, which decreases their budget by \$159,230.
- ECC- The ECC has an independent budget and a line item for the ECC was added in error. This will be a reduction of \$28,639.
- IT- Reduced Capital Outlay in budget from \$75,000 to \$25,000. \$50,000 will need to be added to purchase data storage. This is part of a multi-year plan broken up into 3-4 years. This will be phase one.
- Penfield Pavilion- The part-time payroll was reduced by \$8,085 and the PT Seasonal payroll was reduced by \$25,265. This brought the proposed Parks & Recreation budget down to a 6% increase overall.
- Human Resources- ADA Compliance line for \$1,000 is being taken out of the budget altogether.
- Unemployment Compensation- Reducing this line by \$100,000 based on the run rate and trend of unemployment at the Town.
- Town Clerk- After looking at home sales and other activities, \$50,000 is being added in the revenue line for Recording Fees.

Selectman Flynn made an amendment to adjust the proposed budget for FY 23:

- Dept. 1030, Town Clerk, item 42311 Recording Fees + \$50,000
- Dept. 4030, Police Dept., item 51120 Crossing Guards - \$159,230
- Dept. 4150, ECC, item 58950 General Fund - \$28,639
- Dept. 3110, IT, item 57000 Capital Outlay + \$50,000
- Dept. 7030, Penfield Pavilion, item 51030 PT Seasonal Payroll - \$8,085
Dept. 7030, Penfield Pavilion, item 51070 Seasonal Payroll - \$25,265
- Dept. 1330, Human Resources, item 58819 ADA Compliance - \$1,000
- Dept. 3150, Unemployment, item 52510 Unemployment - \$100,000

Total net reductions = \$272,219

Selectwoman Lefkowitz seconded the amendment which carried unanimously.

Selectwoman Lefkowitz made an amendment to add \$200,000 to Dept. 5030, DPW item 57002, Capital and Asphalt Paving, to bring that total to \$1.2 million.

First Selectwoman Kupchick stated if this is approved, it will reduce the amount in the budget for next year and this is in line with the paving plan.

Selectman Flynn seconded the amendment carried unanimously.

Upon realizing the Board was voting on items that were part of agenda Item 6, the votes had to be withdrawn.

Selectman Flynn made a motion to withdraw the motions and votes regarding adjustments to the FY 23 proposed budget. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Selectwoman Lefkowitz made a motion to move Item 6 to become Item 3 on the agenda. Selectman Flynn seconded the motion. The motion carried unanimously.

3) PUBLIC EXECUTIVE BUDGET SESSION (*no public comment*) (*requires BOF and RTM approval*)

To consider and act upon proposed revenues and appropriations in the amount of \$342,722,874 for the General Fund for the Fiscal Year of July 1, 2022 through June 30, 2023

Selectman Flynn made an amendment to adjust the proposed budget for FY 23:

- Dept. 1030, Town Clerk, item 42311 Recording Fees + \$50,000
- Dept. 4030, Police Dept., item 51120 Crossing Guards - \$159,230
- Dept. 4150, ECC, item 58950 General Fund - \$28,639
- Dept. 3110, IT, item 57000 Capital Outlay + \$50,000
- Dept. 7030, Penfield Pavilion, item 51030 PT Seasonal Payroll - \$8,085
- Dept. 7030, Penfield Pavilion, item 51070 Seasonal Payroll - \$25,265
- Dept. 1330, Human Resources, item 58819 ADA Compliance - \$1,000
- Dept. 3150, Unemployment, item 52510 Unemployment - \$100,000

Total net reductions = \$272,219

Selectwoman Lefkowitz seconded the amendment which carried unanimously.

Selectwoman Lefkowitz made an amendment to add \$200,000 to Dept. 5030, DPW item 57002, Capital and Asphalt Paving to bring that total to \$1.2 million. Selectman Flynn seconded the amendment which carried unanimously.

Selectman Flynn made an amendment to increase Dept. 2010, item 58010 Overall Contingency, by \$122,219 to flatten budget and keep it at net zero. He said the Town's union contracts are up for renewal and one of the unions has already filed for arbitration. He said this amount can be used if needed for other contracts.

Selectwoman Lefkowitz questioned the priority of the contracts over the BOE budget and said she is not in support of this as some of the savings taken out of the Town budget were put into the BOE budget from Crossing Guards.

First Selectwoman Kupchick seconded the amendment. The amendment carried 2-1-0 (Selectwoman Lefkowitz opposed).

Selectwoman Lefkowitz made the following amendments which were not seconded:

- to restore \$2 million to the BOE budget
- to add \$330,000 to the BOE

First Selectwoman Kupchick stated the Crossing Guards are always in the BOE budget and it was an accounting error that they were listed in the Police Department budget.

Selectwoman Lefkowitz made an amendment to add \$122,219 to the BOE budget. First Selectwoman Kupchick seconded the amendment for discussion. After the discussion, a vote was taken. The motion failed 1-2-0 (Selectwoman Lefkowitz in favor).

Selectman Flynn made a motion to approve the main motion, as amended, in the amount of \$342,772,874 for the General Fund for FY 23, July 1, 2022, to June 30, 2023. Selectwoman Lefkowitz seconded the motion. The motion carried 2-1-0 (Selectwoman Lefkowitz opposed).

The Board of Selectman thanked everyone involved in the budgets for their hard work. Selectwoman Lefkowitz stated that the overall budget has good things in it and although the BOS may not agree on everything the discussions are important and informative for the public to hear.

4) PUBLIC EXECUTIVE BUDGET SESSION (*no public comment*) (*requires BOF and RTMapproval*)

To consider and act upon proposed revenues and expenditures in the amount of \$6,865,773 for the Water Pollution Control Authority for the Fiscal Year of July 1, 2022 through June 30, 2023

Selectman Flynn made a motion to approve Item 4. Selectwoman Lefkowitz seconded the motion. The motion carried unanimously.

5) PUBLIC EXECUTIVE BUDGET SESSION (*no public comment*) (*requires BOF and RTMapproval*)

To consider and act upon proposed revenues and expenditures in the amount of \$229,066 for the Fairfield Regional Fire Training School for the Fiscal Year of July 1, 2022 through June 30, 2023

Selectman Flynn made a motion to approve Item 5. Selectwoman Lefkowitz seconded the motion. The motion carried unanimously.

6) PUBLIC EXECUTIVE BUDGET SESSION (*no public comment*) (*requires BOF and RTMapproval*)

To consider and act upon proposed revenues and appropriations in the amount of \$3,106,754 for the Emergency Communications Center for the Fiscal Year of July 1, 2022 through June 30, 2023

Selectman Flynn made a motion to approve Item 6. Selectwoman Lefkowitz seconded the motion. The motion carried unanimously.

7) Adjourn

Selectwoman Lefkowitz made a motion to adjourn the meeting at 11:15 am. Selectman Flynn seconded the motion which carried unanimously.

Respectfully submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN SPECIAL MEETING
Tuesday, March 15, 2022
3:30 pm
Via Webex

A recording of this meeting can be found here: https://www.youtube.com/watch?v=Hr8VOd_2_bo.

DRAFT MINUTES

MEMBERS PRESENT: First Selectwoman Brenda L. Kupchick, Selectman Thomas Flynn, Selectwoman Nancy Lefkowitz

OTHERS PRESENT: Purchasing Director Gerald Foley, Parks & Recreation Director Anthony Calabrese, Executive Director of Operations FPS Angelus Papageorge, Manager of Construction, Security and Safety FPS Sal Morabito, CFO Jared Schmitt

1) **CALL TO ORDER**

First Selectwoman Kupchick called the meeting to order at 3:30 pm.

2) **PLEDGE OF ALLEGIANCE**

First Selectwoman Kupchick led the Pledge of Allegiance.

3) **PURCHASING AUTHORITY**

To hear, consider and authorize the Purchasing Authority to enter into the proposed contract with Race Coastal Engineering, Inc for Engineering Services for the preparation of the design and construction documents to facilitate the dredging of Lake Mohegan and for the restoration of the beach area, structures, stairs, sidewalks and concession building that were adversely impacted by Hurricane Ida [RFP file #2021-109] in an amount not to exceed \$63,925.00. Funding for this contract is available in account #22809010-57000-023T6 [FY2023 Capital Non-Recurring Account].

Selectwoman Lefkowitz made a motion to approve Item 3. Selectman Flynn seconded the motion.

Purchasing Director Gerald Foley said this contract is for work that was approved for Lake Mohegan to restore the beach area from damage sustained in Hurricane Ida. He said there was a RFP put out to a short list of design engineer vendors. He said Race Coastal had the best price. Mr. Foley said this company understand the scope and timeline and came in under budget. Selectman Flynn asked about the timeline for this project. Parks and Recreation Director Anthony Calabrese said a RFP for construction will go out next with hopes to open Memorial Day. Town Attorney Jim Baldwin said there was a slight change to the contract and he is satisfied with it. He said the final version is not in the backup packet because it was finalized today.

The motion carried unanimously.

There was no public comment.

Selectwoman Lefkowitz made a motion to waive the reading of the rest of the items. Selectman Flynn seconded the motion. The motion carried unanimously.

4) **PURCHASING AUTHORITY**

To hear, consider and authorize the Purchasing Authority to enter into the proposed contract with Silktown Roofing, Inc. to provide labor, materials, equipment and all else necessary to perform the replacement of the roofing at the Roger Ludlowe Middle School facility, 689 Unquowa Road [per bid #2022-129], for a total amount not to exceed \$3,016,500.00; with additional authority to execute change orders to said contract in an amount not to exceed \$83,500.00; for a combined grand total amount not to exceed \$3,100,000.00. [Funding for this contract is available in Account #22809010-57000-ROOFS – Town Capital Outlay Funds and Account #11-2530-395-560 – Fairfield Public Schools Major Maintenance Project - RLMS].

First Selectwoman Kupchick wanted to speak publicly regarding the Purchasing Department which she said follows very stringent purchasing policies. She said the original roof bids came in over budget and the bid had to go out again. Purchasing processing procedures were discussed. First Selectwoman Kupchick said there is a new Purchasing Policy being worked on with the BOF, the auditor and First Selectwoman Kupchick.

Selectman Flynn made a motion to approve Item 4. Selectwoman Lefkowitz seconded the motion.

Purchasing Director Gerald Foley explained the process that took place for this project which caused the delay in starting. He said this contract was reviewed and approved by Town Attorney Baldwin.

The motion carried unanimously.

There was no public comment.

5) **PURCHASING AUTHORITY**

To hear, consider and authorize the Purchasing Authority to enter into the proposed contract with Silver Petrucelli and Associates for Architectural Design for the preparation of the design and construction documents to facilitate toilet room renovations at the Fairfield Ludlowe High School facility [per RFP file #2022-105] in an amount not to exceed \$219,300.00. Funding for this contract is available in account 25808010-57007 – Capital Non-Recurring Account

Selectwoman Lefkowitz made a motion to approve Item 5. Selectman Flynn seconded the motion.

First Selectwoman Kupchick said the proper procedures were followed by the Purchasing Department and the Town Attorney reviewed and approved the contract. Selectman Flynn mentioned that the wording of the item was confusing and asked if the funding was just for the design. Manager of Construction, Safety and Security for Fairfield Public Schools Sal Morabito said the design will cost less. He said every bathroom within the review scope was included.

He said pipes and drainage would need to be tested and depending on results, will re-scope the project. He said the first step is the analysis of what needs to be done and then the school district will move forward with design. He said the project will be done in phases. Selectman Flynn started a discussion about how the project was originally presented to the Town bodies for approval and asked if there is anything else that will need to be done to be sure there is enough money for this project.

The motion carried unanimously.

There was no public comment.

6) **PURCHASING AUTHORITY**

To hear, consider and authorize the Purchasing Authority to enter into the proposed contract with Sav-Mor Cooling and Heating, Inc. to provide labor, materials, equipment and all else necessary to perform the replacement of rooftop HVAC unit at the Fairfield Warde High School facility, 755 Melville Avenue [per bid #2022-102], for a total amount not to exceed \$1,026,000.00; with additional authority to execute change orders to said contract in an amount not to exceed \$102,600.00; for a combined grand total amount not to exceed \$1,128,600.00. [Funding for this contract is available in Account #22809010-57000-WHSAC - Capital Outlay Funds].

First Selectwoman Kupchick said the proper procedures were followed by the Purchasing Department and the Town Attorney reviewed and approved the contract.

Selectman Flynn made a motion to approve Item 6. Selectwoman Lefkowitz seconded the motion.

Selectman Flynn asked for clarification as to whether items 6 and 7 were both roof replacements. Executive Director of Operations for Fairfield Public Schools Angelus Papageorge said Item 6 is not a replacement of an HVAC unit; air conditioning is proposed to be installed in the FWHS cafeteria.

Selectman Flynn made an amendment to Item 6 to remove the word “replacement” and changing it to “installation”. Selectwoman Lefkowitz seconded the amendment which carried unanimously.

The Resolution now reads:

To hear, consider and authorize the Purchasing Authority to enter into the proposed contract with Sav-Mor Cooling and Heating, Inc. to provide labor, materials, equipment and all else necessary to perform the installation of rooftop HVAC unit at the Fairfield Warde High School facility, 755 Melville Avenue [per bid #2022-102], for a total amount not to exceed \$1,026,000.00; with additional authority to execute change orders to said contract in an amount not to exceed \$102,600.00; for a combined grand total amount not to exceed \$1,128,600.00. [Funding for this contract is available in Account #22809010-57000-WHSAC - Capital Outlay Funds].

Mr. Papageorge said this project was originally approved two years ago and is now going before the Board due to issues with the contracts.

He said the installation is not delayed as this project had a lot of design work and the design took longer.

The main motion, as amended, carried unanimously.

There was no public comment.

- 7) SUPERINTENDENT OF SCHOOLS (*requires Board of Finance and RTM approval*)
To hear, consider and adopt a bond resolution entitled “A resolution appropriating \$1,094,485 for the costs of the replacement of the HVAC Rooftop Units at Fairfield Warde High School Fitts House and authorizing the issuance of bonds to finance a portion of such appropriation.”

Selectman Flynn made a motion to approve Item 7. Selectwoman Lefkowitz seconded the motion.

Mr. Papageorge said four units were replaced years ago and three more will need replacing. He said one unit has failed and will not be starting this spring. He said this will probably come before the BOS again next year due to supply chain issues. He said the target time is next spring. CFO Jared Schmitt said Bond Counsel drafted the 20-year resolution as the life expectancy of the unit is 30 years.

The motion carried unanimously.

There was no public comment.

- 8) Adjourn
Selectman Flynn made a motion to adjourn the meeting at 4:27 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Respectfully submitted,

Pru O’Brien
Recording Secretary

BOARD OF SELECTMEN SPECIAL MEETING
Monday, March 21, 2022
3:00 pm
Via Webex

A recording of this meeting can be found here: [Board of Selectmen 3-21-2022 Special Meeting - YouTube](#).

DRAFT MINUTES

MEMBERS PRESENT: First Selectwoman Brenda L. Kupchick, Selectman Thomas Flynn

OTHERS PRESENT: Urb Leimkuhler, Jr, Mary Tomey-Streeto, Purchasing Director Gerald Foley, Planning Director Jim Wendt, Buildings Manager James Ryan, Parks and Recreation Director Anthony Calabrese, WPCF Supervisor John Brodie, Engineering Manager Bill Hurley, Tax Collector David Kluczowski, Town Attorney James Baldwin, Assistant Director DPW John Cottell, CFO Jared Schmitt, Executive Director of Operations FPS Angelus Papageorge, Assistant Planning Director Emmeline Harrigan, FairTV, members of the public

MEMBERS ABSENT: Selectwoman Nancy Lefkowitz

1) **CALL TO ORDER**

First Selectwoman Kupchick called the meeting to order at 3:02 pm.

2) **PLEDGE OF ALLEGIANCE**

First Selectwoman Kupchick led the Pledge of Allegiance.

3) **RESIGNATIONS *(for information only)***

a) **Affordable Housing Committee**

Carolyn W. Makover (D) 60 Knollwood Drive, term 11/21-11/25
(Resignation Date: February 14, 2022)

b) **Bicycle and Pedestrian Committee**

Karen Secrist (U), term 11/18-11/22
(Resignation Date: March 17, 2022)

First Selectwoman Kupchick and Selectman Flynn thanked Ms. Makover and Ms. Secrist for their service to the Town.

4) **APPOINTMENTS**

To hear, consider and act upon the following appointments:

a) **Affordable Housing Committee**

Urban E. Leimkuhler, Jr. (U) 83 Spruce Street, Southport, term 11/21-11/25
(to replace Carolyn W. Makover who resigned)

b) **Bicycle and Pedestrian Committee**

Mary M. Tomey-Streeto (D) 137 Beaumont Street, term 11/18-11/22
(to replace Bruce Prangle who resigned)

First Selectwoman Kupchick made a motion to approve Item 4 a and b. Selectman Flynn seconded the motion which carried unanimously.

First Selectwoman Kupchick and Selectman Flynn thanked Mr. Leimkuhler and Ms. Tomey-Streeto for stepping up to serve the community.

5) PURCHASING AUTHORITY

To hear, consider and authorize the Purchasing Authority to enter into the proposed contract with Fitzgerald & Halliday, LL d/b/a FHI Studio to provide labor, materials, and all else necessary to assist the Town Plan and Zoning Department in the final stages of completion of the Plan of Conservation and Development (POCD) and to modernize and update Fairfield's Zoning Regulations [per RFP #2022-69], for a total amount not to exceed \$151,832.00. [Funding for this contract is available in Account #14501010-59996-81003 – ARPA Funds].

First Selectwoman Kupchick made a motion to approve Item 5. Selectman Flynn seconded the motion.

First Selectwoman Kupchick said ARPA funding was approved to get the POCD up and running. Planning Director Jim Wendt thanked Purchasing Director Gerald Foley and the BOS. He said FHI identified three big issues: transit development, commercial opportunities, and housing. He said their proposal was the most attractive and under budget. Town Attorney James Baldwin said the contract was very good. Selectman Flynn asked where in the process the project is now. Mr. Wendt said there have been outreach sessions, but COVID hit and they were delayed. He said there is a nine-month timeframe for an update. He said the initial phase of regulation work happens in parallel with the update. Mr. Wendt said the later stages of regulation rewrite will be dependent on recommendations of the POCD. He said there will be a website established for this to inform the public.

The motion carried unanimously.

Selectman Flynn made a motion to waive the reading of Items 6-11. First Selectwoman Kupchick seconded the motion which carried unanimously.

6) PURCHASING AUTHORITY

To hear, consider and authorize the Purchasing Authority to enter into the proposed contract with ACV Enviro. to provide labor, materials, equipment and all else necessary to perform underground storage tank removals at the Sullivan Independence Hall facility, 725 Old Post Road and the H. Smith Richardson Golf Course Maintenance Building facility, 385 Hoydens Lane [per bid #2022-41], for a total amount not to exceed \$24,651.90; with additional authority to execute change orders to said contract in an amount not to exceed \$5,000.00; for a combined grand total amount not to exceed \$29,651.90. [Funding for this contract is available in Accounts #22809010-57000-013T1 Capital Account (DPW Underground storage tanks) and #01005030-54320 – Operating Budget (Maintenance /Repair of Buildings & Grounds)].

Selectman Flynn made a motion to approve Item 6. First Selectwoman Kupchick seconded the motion.

Selectman Flynn asked Buildings Manager James Ryan if this item was new information. Mr. Ryan explained that the boilers were replaced with natural gas last year.

He said Independence Hall abandoned the tank and did not replace it. He said the life expectancy of the tanks is driving this removal and, at HSR, concrete was installed for above ground tanks that will hold gas, diesel, and heating oil.

The motion carried unanimously.

7) PURCHASING AUTHORITY

To hear, consider and authorize the Purchasing Authority to enter into the proposed contract with Greenway Property Services to provide labor, materials, equipment and all else necessary to perform athletic field maintenance services [per bid #2022-140], for a total amount not to exceed \$890,050.00; [Funding for this contract is available in Accounts #01007080-54010 Operating Budget Account (Town - Contracted Property Services) and #11-2530-378-003-313-64-6622-B-54870 (FPS – Contracted Services - Grounds)].

Selectman Flynn made a motion to approve Item 7. First Selectwoman Kupchick seconded the motion.

Parks & Recreation Director Anthony Calabrese said an RFP went out for this. He said there were two submissions and Greenway was the lowest. He said Greenway had a previous contract, and the Town is happy to work with it again. FPS Executive Director of Operations Angelus Papageorge agreed.

The motion carried unanimously.

8) PURCHASING AUTHORITY

To hear, consider and authorize the Purchasing Authority to enter into the proposed contract with Aqua Turf Irrigation, LLC to provide labor, materials, equipment and all else necessary to design, build, supply and install a new splash pad system at Lake Mohegan Park, 960 Morehouse Highway [per RFP #2022-128], for a total amount not to exceed \$171,000.00; with additional authority to execute change orders to said contract in an amount not to exceed \$40,125.00; for a combined grand total amount not to exceed \$211,125.00. [Funding for this contract is available in Accounts #22809010-57000-022TD Capital Account (Lake Mohegan Splash Pad), #01007050 54320 (Recreation Maintenance & Repairs) and; 12407050 57008 10950 (Capital – Park Improvements)].

First Selectwoman Kupchick stated that the necessary process was followed by the Purchasing Department and the contract was reviewed by Town Attorney Baldwin. Mr. Calabrese said this is a separate project that was funded in 2021. He said the RFP states that it needs to be completed by Memorial Day. He said Aqua Turf said there are no supply chain issues as all the parts are in stock. Town Attorney Baldwin said there were details about the contract that need to be corrected and he proposed for the BOS to approve the item with the contingency that terms are satisfactory to the Town Attorney and the Parks and Recreation Director.

Selectman Flynn made an amended motion to approve Item 8 with the contingency that the terms of the contract are negotiated to the satisfaction of the Town Attorney and the Parks and Recreation Director. First Selectwoman Kupchick seconded the motion which carried unanimously.

- 9) **WATER POLLUTION CONTROL AUTHORITY (*requires BOF and RTM approval*)**
To hear, consider and act upon a request from the WPCA to appropriate \$220,000 from the WPCA Fund Balance to complete the Microgrid Project.

First Selectwoman Kupchick made a motion to amend Item 9 to change the appropriation from \$220,000 to \$120,000. Selectman Flynn seconded the motion which carried unanimously.

WPCF Supervisor John Bodie said the Microgrid Project was delayed due to the WasteWater hardening contaminated soil.

Selectman Flynn made a motion to approve Item 9 as amended. First Selectwoman Kupchick seconded the motion which carried unanimously.

- 10) **WATER POLLUTION CONTROL AUTHORITY (*requires BOF and RTM approval*)**
To hear, consider and act upon a request from the WPCA to appropriate \$540,000 from the WPCA Fund Balance to replace the Compost Agitator and Dolly at the Waste Water Treatment Facility.

Selectman Flynn made a motion to approve Item 10. First Selectwoman Kupchick seconded the motion.

Mr. Bodie said the machine is deteriorating and he was hoping to delay it until the upgrade, but that is a few years away. He said if this machine breaks, it cannot be fixed because it is too old.

The motion carried unanimously.

- 11) **ENGINEERING MANAGER (*requires BOF and RTM approval*)**
To hear, consider and act upon a request from the Engineering Department to approve, as part of the Commerce Drive and State Street extension bridge project, an appropriation in the amount of \$200,000 to pay for fees associated with the Right-of-Way process and permanent and temporary easements related to the project, of which 100% shall be covered by a MetroCOG LOTCIP grant.

Selectman Flynn made a motion to approve Item 11. First Selectwoman Kupchick seconded the motion.

Engineering Manager Bill Hurley said this is for the Commerce Drive bridge. He said the Town received a grant for the right of way process. He said design and construction has been approved. He said normally, the Town would have to pay for the temporary and permanent easements, but this is covered by the grant.

The motion carried unanimously.

- 12) **TAX REFUNDS**
To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$154,873.19

Selectman Flynn made a motion to approve Item 12. First Selectwoman Kupchick seconded the motion which carried unanimously.

First Selectwoman Kupchick asked for public comment. There was no public comment.

15) TOWN ATTORNEY

Executive Session – Pending Litigation – Retirement Program for Employees of the Town of Fairfield, et. al. v. Allianz Global Investors U.S. LLC with Town Attorney James Baldwin

Selectman Flynn made a motion to go into Executive Session at 3:48 pm. First Selectwoman Kupchick seconded the motion which carried unanimously.

Selectman Flynn made a motion to come out of Executive Session at 3:53 pm. First Selectwoman Kupchick seconded the motion which carried unanimously.

First Selectwoman Kupchick made a motion that the Board hereby approves and ratifies the engagement of Silver, Golub & Teitell, LLP by the Retirement Program for the Employees of the Town of Fairfield and the Retirement Program for the Fairfield Police and Firemen's Retirement System (collectively, the “Retirement Programs”) and authorizes Silver, Golub, & Teitell, LLP to continue to prosecute the action against Allianz Global Investors on behalf of the Town of Fairfield and the Retirement Programs on the terms set forth in the Retirement Programs’ January 24, 2020 engagement letter.

Selectman Flynn seconded the motion which carried unanimously.

16) Adjourn

Selectman Flynn made a motion to adjourn the meeting at 3:55 pm. First Selectwoman Kupchick seconded the motion which carried unanimously.

Respectfully submitted,

Pru O’Brien
Recording Secretary

BOARD OF SELECTMEN SPECIAL MEETING

Thursday, April 7, 2022

5:00 pm

Via Webex

A recording of this meeting can be found here: www.fairfieldct.org/meetingrecordings.

DRAFT MINUTES

MEMBERS PRESENT: First Selectwoman Brenda L. Kupchick, Selectman Thomas M. Flynn

MEMBERS ABSENT: Selectwoman Nancy E. Lefkowitz

OTHERS PRESENT: Town Attorney James Baldwin

1) **CALL TO ORDER**

First Selectwoman called the meeting to order at 5:18 pm.

2) **PLEDGE OF ALLEGIANCE**

First Selectwoman Kupchick led the Pledge of Allegiance.

3) **TOWN ATTORNEY**

Executive Session – Pending Litigation – Retirement Program for Employees of the Town of Fairfield, et. al. v. Allianz Global Investors U.S. LLC with Town Attorney James Baldwin

Selectman Flynn made a motion to go into Executive Session at 5:19 pm. First Selectwoman Kupchick seconded the motion which carried unanimously.

Selectman Flynn made a motion to come out of Executive Session at 5:29 pm. First Selectwoman Kupchick seconded the motion which carried unanimously.

Selectman Flynn made a motion to approve the settlement recommended by the Town Attorney and Special Counsel, subject to or contingent upon, the approval of the Joint Retirement Investment Board. First Selectwoman Kupchick seconded the motion which carried unanimously.

4) **Adjourn**

Selectman Flynn made a motion to adjourn the meeting at 5:30 pm. First Selectwoman Kupchick seconded the motion which carried unanimously.

Respectfully submitted,

Pru O'Brien

Recording Secretary

Board of Selectmen Meeting - Town of Fairfield

Water Conservation Presentation – April 18, 2022



“Aquarion is committed to providing our Fairfield customers with safe, high quality water and excellent customer service.”

Presenter: George Logan, Director of Community Relations, Cell: 203.395.4610

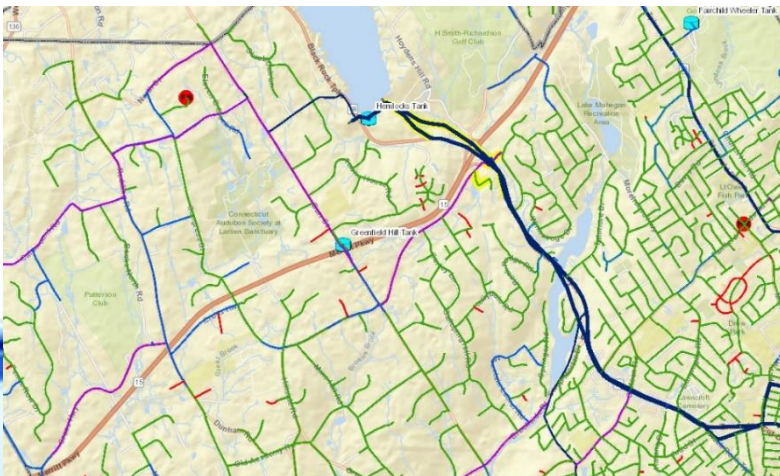
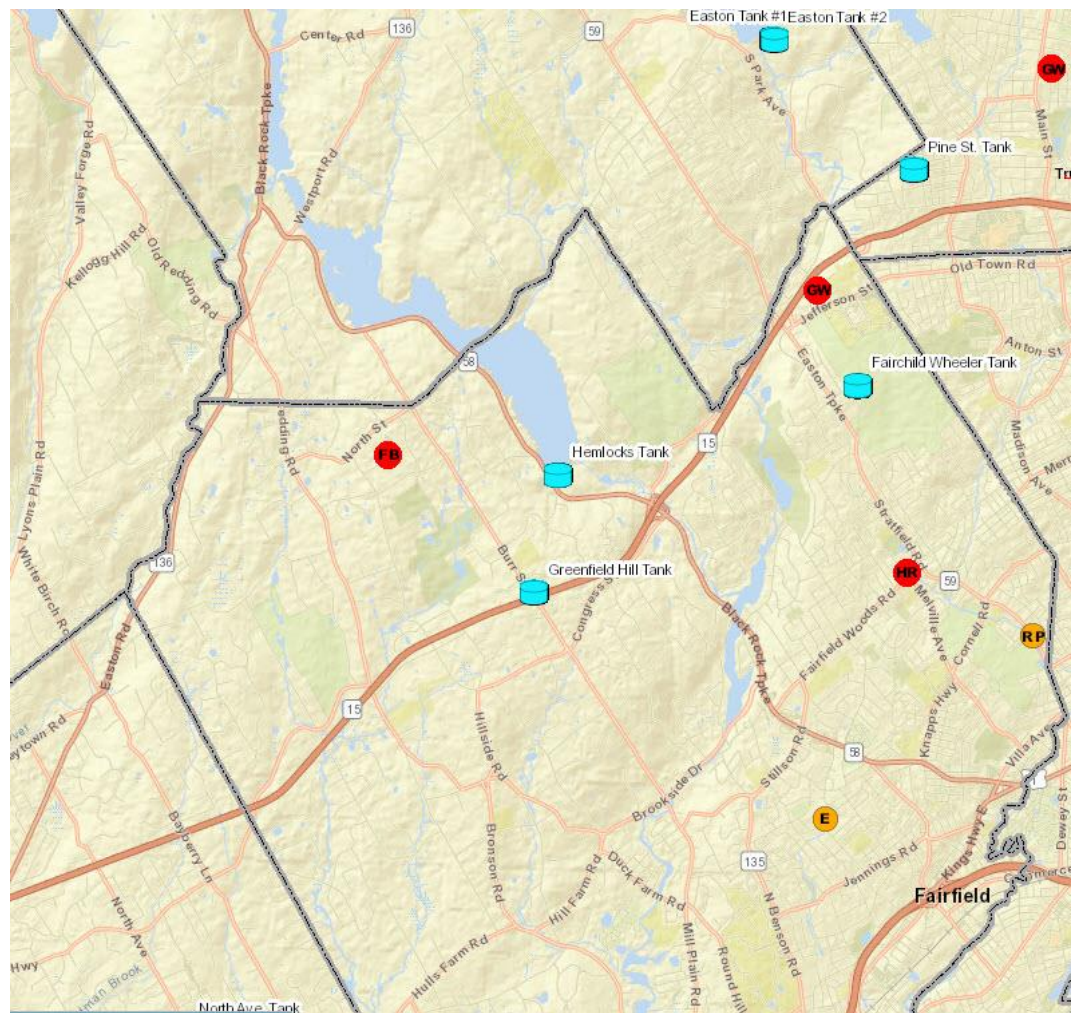


Agenda

1. Source of Supply – Fairfield
2. Water System Description
3. Reservoir Levels
4. Effects of Climate Change
5. Water Conservation – Twice Weekly Watering
6. System Maintenance & Repair
7. Other Programs, Activities & Information
8. Questions

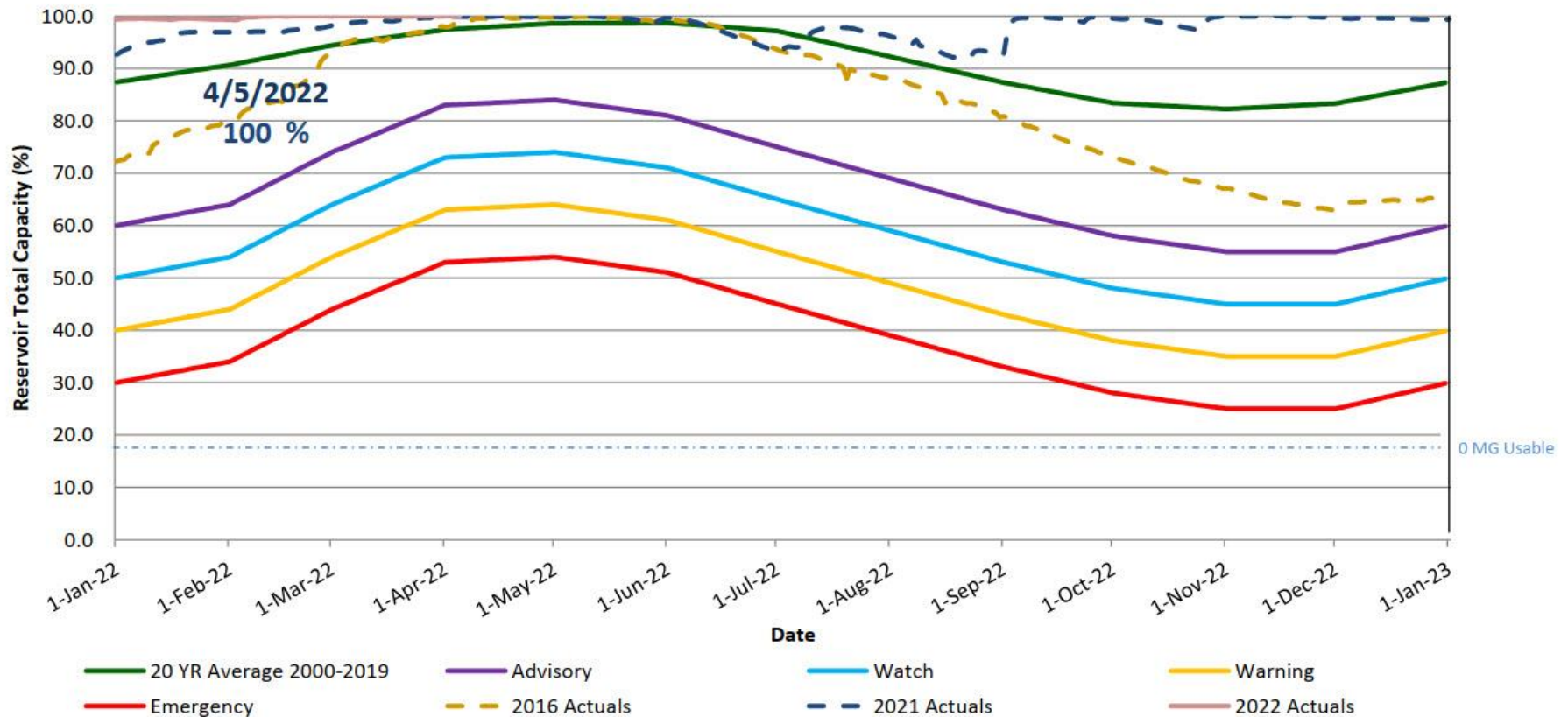
Fairfield - Sources of Supply

- **Greater Bridgeport System**
 - **Hemlocks Reservoir System**
 - Hemlocks Reservoir
 - Aspetuck Reservoir
 - Saugatuck Reservoir
 - **Easton System**
 - Easton Lake Reservoir
 - West Pequonnock Reservoir
 - **Trap Falls System**
 - Trap Falls Reservoir
 - Fall Mill Reservoir
 - Means Brook Reservoir



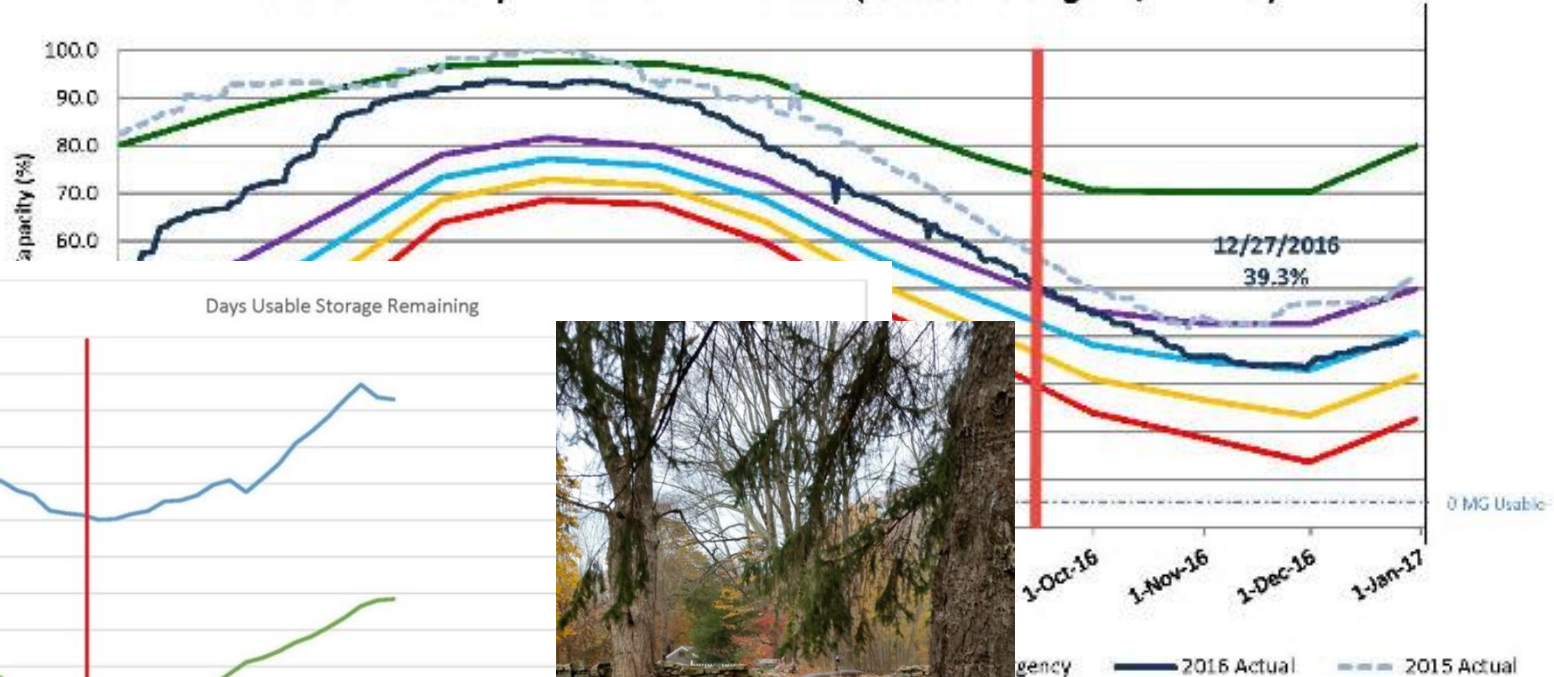
Reservoir Levels March 2022

2022 Greater Bridgeport System Reservoir Status (Usable Storage: 19,477 MG)



Avoid Outdoor Water Bans

2016 Stamford System Reservoir Status (Usable Storage: 4,692 MG)



Days Usable Storage Remaining



Usable Reservoir Storage/7-Day Average Reservoir Withdrawal
Assumes no flow into reservoirs



The effects of climate change across the USA



Increased frequency of heavy rainstorms =

Increased soil erosion and nutrient loading to reservoirs =

Increased: turbidity, algae growth, taste and odor complaints, treatment costs, and treatment by-products.

... across New England



Groton, Conn., March 2010



Deans Mill Reservoir, Stonington , Nov. 2016

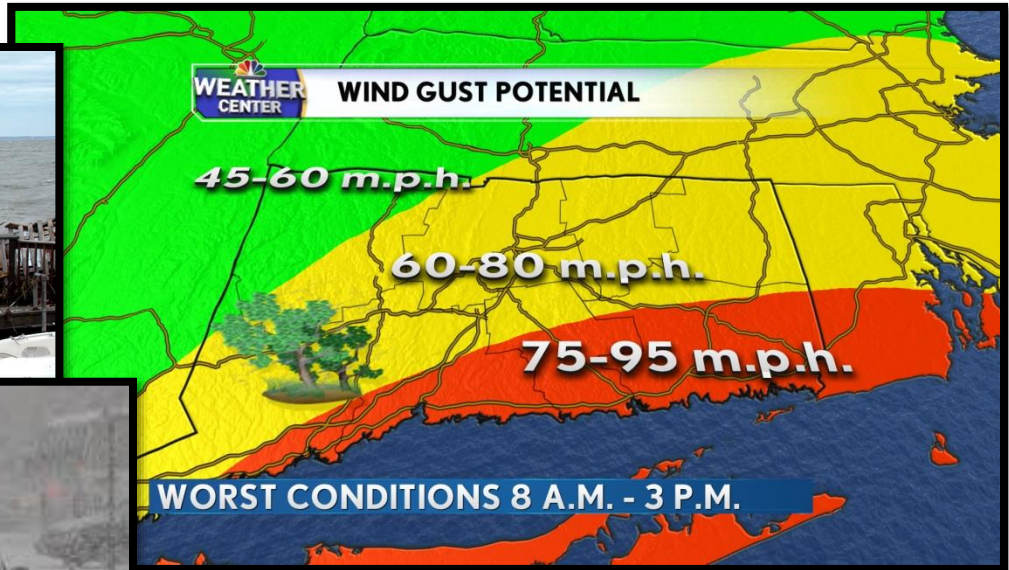
Common Themes:

- Increased annual precipitation
- Increasing frequency of heavy rains
- Shift in precipitation frequency
- Warming annual temperatures
- Intense periods of dry weather lasting months at a time ("flash droughts")

NOAA

...across New England

- The Northeast U.S. has become a "hot spot" for record floods and heavy rainfall in the past 10 years.
- Noticeable trends include: increased yearly rainfall, increased annual temperatures, and increased periods of intense, short-term droughts.



The effects of climate change on storm events



Westport, Conn., 2012



Blizzard 2013

More frequent intense storms =

- Increased coastal erosion and damage to coastal infrastructure (water mains, wellfields, pump stations, etc.).
- Increased road salt use in winter = increased well contamination risk (small bedrock wells are especially vulnerable).
- Increased operational costs (storm damage, snow removal, emergency overtime, etc.).

Need for consistent Water Conservation



Bargh Reservoir, Stamford, June 2016



Bargh Reservoir, Stamford, December 2016

Increased periods of dry weather =

- "Flash droughts": rapid onset, lasting months at a time.
- Increased temperature and sunshine = increased algae growth.
- Falling groundwater levels.
- Increased risk of saltwater intrusion at coastal wells.
- Increased customer demand.

Third Drought Trigger Hit in 2020

Mandatory Irrigation Ban Now In Effect

For Aquarion Customers in Darien, Greenwich,
New Canaan, Stamford and Westport

Fairfield – Twice Weekly Watering

Darien, Fairfield, Greenwich, Mystic, New Canaan, Newtown, Simsbury, Stamford and Westport

- Social media
- Direct mail
- Print ads
- Radio
- Aquarion website

Mandatory!

For Aquarion customers and all private well owners in
Darien, Greenwich, New Canaan and Stamford...

Twice-Weekly Sprinkler Irrigation Schedule Now In Effect

Maximum Twice-Weekly Sprinkler Irrigation Schedule

Last Digit of Your Address Number	Water Only On:
0, 2, 4, 6 or 8 (even numbers)	Sundays and Wednesdays Before 10:00 am or After 6:00 pm
1, 3, 5, 7 or 9 (odd numbers)	Saturdays and Tuesdays Before 10:00 am or After 6:00 pm
No address number	Sundays and Wednesdays Before 10:00 am or After 6:00 pm

www.aquarionwater.com/watering

 **AQUARION**
Water Company
Stewards of the Environment™



Fairfield – Twice Weekly Watering

Darien, Fairfield, Greenwich, Mystic, New Canaan, Newtown, Simsbury, Stamford and Westport

- Applies only to sprinklers: Spraying water up in the air to water plants is inherently inefficient. Hand-held hoses and drip irrigation are exempt.
- Variances: High efficiency systems with weather based controller. Large properties (>2 acres). New plantings in the spring and fall).
- Enforcement: Aquarion patrols. Violators are sent a correspondence. First Selectman is notified of 3 time violators. Aquarion has the right to shut customer off.

System Maintenance and Repair

- Water System Flushing – 5 year cycle and localized areas more frequently
- Hydrant Maintenance – 3 year cycle
- Water Storage Tank Rehabilitation – 15 to 25 years based on condition
- Pump Station Improvements – 15 to 25 years
- Water Treatment Plant Improvements – ongoing

Other Programs / Activities / Information

- Aquarion website: www.aquarionwater.com
- Conservation letters are sent to high users
 - for anyone using 3 times or more of their average usage
- Environmental Champion Awards
 - Categories: Adult, Student (9-12 grades), Non-profit, Business
- Rain Barrel Program
 - New orders through May 6th
- Earth Day Projects

Water Quality Testing and Reporting

Footnotes and Definitions for water

>	Greater than
<	Less than
AL	Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
CU	Color Units
MCL	Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
MCLG	Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
MRDL	Maximum Residual Disinfectant Level: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
MRDLG	Maximum Residual Disinfectant Level Goal: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.
NA	Not Applicable
ND	Not detected
NL	State of Connecticut customer notification level
NTU	Nephelometric Turbidity Units: A measure of the presence of particles. Low turbidity is an indicator of high-quality water.
ppb	parts per billion, or micrograms per liter (ug/L)
ppm	parts per million, or milligrams per liter (mg/L)
SMCL	Secondary Maximum Contaminant Level
TT	Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.

WATER QUALITY TABLE

Greater Bridgeport System PWS ID#: CT0150011

Highest Allowed by Law			Detected Level			
Substance (Units of Measure)	MCLG	MCL	Compliance	Test Date	Average	Range
INORGANIC COMPOUNDS						
Barium (ppm)	2	2	YES	2020, 2021	0.013	0.011 - 0.054
Copper (ppm)	1.3	AL = 1.3	YES	2021	0.13*	
Fluoride (ppm)	4.0	4.0	YES	2021	0.71	0.69 - 0.76
Lead (ppb)	0	AL = 15	YES	2021	2**	
Nitrate (ppm)	10	10	YES	2021	0.312	0.111 - 1.329
MICROBIALS						
Total Coliform	0 positive samples per month	9 positive samples per month	YES	2021	0^^	0 - 3
Turbidity (NTU)	NA	TT = 1 max	YES	2021	0.07+	0.03 - 0.34
Turbidity (NTU)	NA	TT = 95% of samples less than 0.3	YES	2021	100%	
DISINFECTANT						
Chlorine (ppm)	MRDLG 4	MRDL 4	YES	2021	0.71	ND < 0.05 - 1.59
ORGANIC COMPOUNDS						
Total Organic Carbon [TOC]	NA	TT Removal Ratio > 1#	YES	2021	1.3	1.0 - 1.5
Total Trihalomethanes (ppb)	NA	80	YES	2021	66***	22 - 79
Total Haloacetic Acids (ppb)	NA	60	YES	2021	41***	2 - 47
STATE-REQUIRED TESTING — PHYSICAL CHARACTERISTICS^						
Color (CU)	NA	15	YES	2021	1	0 - 6
pH	NA	6.4 - 10.0	YES	2021	7.4	7.0 - 9.1
Turbidity (NTU)	NA	5	YES	2021	0.14	0.05 - 2.10
STATE-REQUIRED TESTING — INORGANIC COMPOUNDS						
Chloride (ppm)	NA	250	YES	2020, 2021	31.3	27.5 - 47.5
Sodium (ppm)	NA	NL = 28	NA	2020, 2021	20.5	17.9 - 37.4
Sulfate (ppm)	NA	SMCL = 250	NA	2020, 2021	19.7	11.7 - 23.5

Bridgeport
Easton
Fairfield
Monroe
Newtown
Norwalk
Redding
Shelton
Stratford
Trumbull
Weston
Westport
Wilton

Your water has been tested for more than 100 compounds that are important to public health. Only 16 of these were detected, all of which were below the amounts allowed by state and federal law. Most of these compounds are either naturally occurring or introduced as treatment to improve water quality. Monitoring frequency varies from daily to once every nine years per EPA regulation, depending on the parameter.

Our testing encompasses the full range of regulated inorganic, organic and radiological compounds and microbiological and physical parameters. Results shown here are for detected compounds only.

Water Quality Testing and Reporting

PFAS SAMPLING RESULTS

Greater Bridgeport System

All results reported as parts per trillion (ppt)

Sample Location	PFOA	PFOS	PFHpA	PFHxS	PFNA	Total PFAS (5)	Current CT DPH Guideline	Other PFAS Tested: PFBS
Trap Falls Reservoir, POE	3	ND	ND	ND	ND	3	70	2
Hemlocks Reservoir, POE	ND	ND	ND	ND	ND	0	70	ND
Easton Lake Reservoir, POE	2	ND	ND	ND	ND	2	70	ND
Canal Street Wells, POE	4	5	3	ND	ND	12	70	3
Colleytown Wells, POE	7	4	3	ND	ND	14	70	2
Housatonic Wells, POE NOT IN SERVICE	–	–	–	–	–	No Sample	70	–

POE: Point of entry. Sample collected after treatment as water enters the distribution system, before the first customer.

ND: Not Detected.

Water Quality Monitoring

Monitoring Unregulated Contaminants

Unregulated contaminants are elements that currently have no health standards assigned for drinking water. In 2018, the EPA began the fourth round of a three-year monitoring program to test for up to 28 unregulated contaminants in various public water systems throughout the U.S. This table shows only the compounds detected in your system. To learn about the full list of unregulated contaminants included in the monitoring program, please call our Water Quality Department at **800-832-2373**.

Substance (Units of Measure)		Detected Level		
Unregulated Contaminants	Test Date	Average	Range	Source of Contaminant
Manganese (ppb)	2019	12.5	0.43 - 74.3	Erosion of natural deposits
Haloacetic Acids 6 Brominated (ppb)	2019	11.4	7.1 - 15.3	By-product of drinking water chlorination
Haloacetic Acids 9 (ppb)	2019	58.2	33.8 - 87.1	By-product of drinking water chlorination

Questions



AQUARION
Water Company

Stewards of the Environment™



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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

Award Recommendation Resolution:

On, Tuesday, February 11, 2020, the Purchasing Authority recommended an award of bid number 2020-48 for Independence Day Celebration Annual Fireworks Display to Fireworks by Grucci, Inc., Bellport, NY for the lump sum amount of \$52,250.00 to the perform annual Independence Day celebration fireworks display for the Town of Fairfield.

Fireworks by Grucci, Inc. is the lowest qualified bidder for this project. The award of the contract to Fireworks by Grucci, Inc. for the annual Independence Day celebration fireworks display project may be subject to the review and approval of the Board of Selectman.


Brenda L. Kupchick, First Selectwoman


Gerald J. Foley, Director of Purchasing



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department



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

BID #2020-48 INDEPENDENCE DAY CELEBRATION ANNUAL FIREWORKS DISPLAY

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

Date Submitted February 5th, 2020.

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


First Selectwoman

Director of Purchasing
01/21/2020
Date

Bidder:

Fireworks by Grucci, Inc.

Doing Business As (Trade Name)

20 Pinehurst Drive

Address

Bellport, NY 11713

Town, State, Zip

Scott Cooper, Director of Business Development

Name and Title, Printed


Signature

631-286-0088 ext. 111 631-286-9036

Phone

Fax

scooper@grucci.com

E-mail

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

11:00AM, Thursday, 6th February, 2020

To supply labor, materials, equipment, and all else necessary, to perform annual Independence Day celebration fireworks display for the Town of Fairfield, as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2020-48" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

BID PROPOSAL FORM

(1 of 2)

PROPOSAL TO:

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

I, Fireworks by Grucci, Inc. have received the following contract documents,

1. *BID Document #2020-48,*
2. *Addenda ___ through ___ posted at www.fairfieldct.org/purchasing and have included their provisions in my proposal. I shall provide all labor, materials, tools, equipment, technical services, taxes and state/federal permits, etc., in accordance with all of the contract documents to perform the annual Independence Day fireworks display per the following options.*

Event Date: 3rd of July with Rain Date of 5th of July

The preferred duration of the display is 30 minutes; however, the Town will consider alternative duration options.
(Minimum shell count 2,100)

Option One:

Shell Quantity: 2,521 (total)*
Display Duration: 25-30 (minutes)
Barge & Tug: \$ 18,700 /lump sum
Equip & Staging: \$ _____ /lump sum
Labor: \$ _____ /lump sum
Materials: \$ _____ /lump sum
Admin: \$ _____ /lump sum
Insurance: \$ _____ /lump sum
Other: \$ _____ /lump sum
Total: \$ 52,250 /lump sum

Option Two:

Shell Quantity: _____ (total)*
Display Duration: _____ (minutes)
Barge & Tug: \$ _____ /lump sum
Equip & Staging: \$ _____ /lump sum
Labor: \$ _____ /lump sum
Materials: \$ _____ /lump sum
Admin: \$ _____ /lump sum
Insurance: \$ _____ /lump sum
Other: \$ _____ /lump sum
Total: \$ _____ /lump sum

*Provide itemized shell count below:

Qty: 3" 498, 4" 225, 5" 200, 6" 140, 8" 8
30 mm: 1,450

Qty: 3" _____, 4" _____, 5" _____, 6" _____, 8" _____

Provide schedule for delivery of barge, inspection, and loading of all materials required to perform the fireworks display below:

* Barge will be set up and loaded in Long Island, NY on July 2nd and July 3rd.

* Tug and barge, loaded with fireworks, will be delivered to display site off Jennings Beach no later than 6:00 p.m. show
day, July 3rd, ready for inspection by Fire Officials

BID PROPOSAL FORM

(2 of 2)

CHECKLIST

The following must be submitted with proposal:

- ☒ Cover page, completed and signed.
- N/A ☐ Addenda acknowledged per Item 2 on Bid Proposal Form (if applicable)
- ☒ List of references for performances of comparable size and scope within the past three years.
- ☒ Copies of valid State of Connecticut Fireworks Display License/Fireworks – Certificate of Competency
- ☒ Copy of Certificate of Insurance.
- N/A ☐ List of all sub-contractors and Tax ID numbers. (if applicable)
- ☒ **Bid Bond or equal approved security.**

Scott Cooper, Director of Business Development

Name and Title of Authorized Representative (Printed)


Signature

02/05/2020

Date

REFERENCES

REFERENCE #1:

Name of Company Westport Athletic League Phone 203-341-6027
Contact Person Deputy Chief Sam Arciola, Vice President Cell _____
Company Address 50 Jesup Road, Westport, CT 16880 Fax _____
Date work completed July 3, 2019 Email S.Arciola@westportct.gov

REFERENCE #2:

Name of Company Spirit of Springfield Phone 413-733-3800
Contact Person Ms. Amy Barron-Burke, Vice President Cell _____
Company Address 1350 Main Street, Suite 1004, Springfield, MA 01103-1628 Fax 413-739-0276
Date work completed July 4, 2019 Email amy@spiritofspringfield.org

REFERENCE #3:

Name of Company Ellis Island Honors Society Phone 212-755-1492
Contact Person Ms. Kate Haas, Executive Director Cell _____
Company Address 16 West 36th Street, Suite 801, New York, NY 10018 Fax 212-755-3762
Date work completed May 11, 2019 Email kate@Eihonors.org

REFERENCE #4:

Name of Company City of New Rochelle Phone 914-654-2092
Contact Person Mr. William Zimmerman Cell _____
Interim Commissioner, Department of Parks & Recreation
Company Address 515 North Street, New Rochelle, NY 10801 Fax _____
Date work completed July 4, 2019 Email wzimmerm@ci.new-rochelle.ny.us

REFERENCE #5:

Name of Company Devon Yacht Club Phone 631-267-6340
Contact Person Ms. Pat Hollman, General Manager Cell _____
Company Address 300 Amrahams Landing Road, Amagansett, NY 11930 Fax _____
Date work completed July 6, 2019 Email pat@devonyc.com

Provide subcontractor details, if employed as part of this contract, including labor rates for additional work:

SUBCONTRACTOR #1:

Name of Company _____ Fed ID # _____
Contact Person _____ Phone _____
Company Address _____ Fax _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____
Contact Person _____ Phone _____
Company Address _____ Fax _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

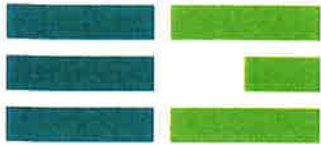
SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____
Contact Person _____ Phone _____
Company Address _____ Fax _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Phone _____
Company Address _____ Fax _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

NOTE: All subcontractors are subject to approval by the Town of Fairfield.



BRITTON GALLAGHER

2/5/20

Fireworks By Grucci, Inc.
20 Pinehurst Drive
Bellport, NY 11713

RE: Policy # SI8ML00093-191
Effective: 2/17/19- 2/17/20

To Whom It May Concern:

The above referenced policy has a A.M. Best Rating: A+ XV

Should you have any further questions, please contact our office

Sincerely,

Randi L Duritsky
Account Manager
Britton-Gallagher & Associates, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: Continental Indemnity Company INSURER C: Axis Surplus Ins Company INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 216-658-7101 NAIC # 10120 26620
INSURED Fireworks By Grucci Inc. and/or Pyrotechnique By Grucci, Inc. and/or Philny Effects, Inc. 20 Pinehurst Drive Bellport NY 11713		

COVERAGES

CERTIFICATE NUMBER: 987742464

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		SI8ML00093-191	2/17/2019	2/17/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CA00044-191	2/17/2019	2/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		P-001-000082173-01	2/17/2019	2/17/2020	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		82-474435-01-07 (MASTER)	5/27/2019	5/27/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. General Liability Includes the attached watercraft amendment endorsements ECG04704113 & ECG218290617.

Date: July 3, 2020; Rain Date: July 5, 2020;

Location: Barge on Long Island Sound off Jennings Beach, Fairfield, CT

Additional Insured(s): The Town of Fairfield(it's officers, employees, and agents); Breakwater Marine; Gladsky Marine; State of Connecticut; Fairfield Board of Education, it's officers, officials, employees, volunteers, agents, Boards & Commissions, Breakwater Marine, Gladsky See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Town of Fairfield Purchasing Department 725 Old Post Road Fairfield CT 06824	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Frenkel & Company
350 Hudson Street
4th Floor
New York, NY 10014

Phone No. (212)-488-0200
Fax No. (212)-488-0421

CONTACT

NAME: Joseph Bandieramonte

PHONE
(A/C, No, Ext): 212-488-1852

FAX
(A/C, No): 212-488-0421

E-MAIL
ADDRESS: jbandieramonte@frenkel.com

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Fireworks By Grucci
20 Pinehurst Dr.
Bellport, NY 11713

INSURER A: Liberty Mutual Insurance Company

23043

INSURER B: Lloyds of London

N/A

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGES TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	NYABPW35001	11/19/2018	11/19/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A <input type="checkbox"/>				<input checked="" type="checkbox"/> PER STATUTE LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER: Hull & Machinery	X	X	LIUH-00282-01	11/19/2018	11/19/2019	Limits: Up to \$1,500,000 Insured Value Limits: \$1,000,000 Per Occurrence Limits: \$1,000,000 Per Occurrence Limits: \$1,000,000 Per Occurrence Limits: Limits:
A	Protection & Indemnity inc. Excess Collision	X	X	LIUH-00282-01	11/19/2018	11/19/2019	
A	Charterers Legal Liability	X	X	LIUH-00282-01	11/19/2018	11/19/2019	
B	Vessel Pollution	X	X	07263-01	11/19/2018	11/19/2019	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Policies include the following Provisions

Blanket Additional Insured, Waiver of Subrogation and Primary & Non Contributory provisions as required by written contract and Loss Payees as their interest may appear.

30-day Notice of Cancellation

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CASHIER'S CHECK

0160002109

DATE 02/05/20

50-666/214

PAY TO THE
ORDER OF TOWN OF FAIRFIELD - PURCHASING AUTHORITY

\$ 2,615.50

TWO THOUSAND SIX HUNDRED FIFTEEN and 50/100ths US Dollars

 Security Features
Microprint
DOLLARS

This document has a colored background, Foil Guard and a backside authentic watermark; absence of these features will indicate a copy.

TWO SIGNATURES REQUIRED IF OVER \$100,000.00



VOID AFTER 90 DAYS

James Frederick

⑈0160002109⑈ ⑆021406667⑆ 0100234475⑈

© DELUXE EMBLEM

1 This agreement dated February 28, 2020 consisting of five (5) pages is for a

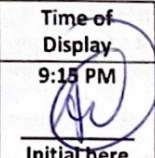
Fireworks Performance Contract



2
3 Between: Fireworks by Grucci, Inc. And: Town of Fairfield
4 20 Pinehurst Drive Sullivan Independence Day Hall, 1st Floor
5 Bellport, NY 11713 725 Old Post Road
6 Tel: 631-286-0088 Fairfield, Ct 06824
7 Fax: -9036 Tel: 203-256-3191
8

I. AGREEMENT:

9
10 Whereas both Fireworks by Grucci, herein referred to as Grucci and the Town of Fairfield, herein referred to as
11 Sponsor, agree that Grucci shall pending receipt of all required permits, signed contract and payment in full,
12 produce and display fireworks fired from a barge on the Long Island Sound off Jennings Beach, Fairfield, CT, at the
13 approximate coordinates 41°8'16.92"N; 73°14'1.02"W per Addendum C as follows:
14

Date	Time of Display	Duration (minutes)	Class of Fireworks	Total Fireworks Performance Contract
July 3, 2020	9:15 PM  Initial here	25 - 30	State	\$52,250.00*

15
16 * This agreement is renewable with four (4) one-year optional renewal periods. On (60) days advance written notice, the Town may renew the 2020
17 contract per the same terms and conditions, including a mutually agreed upon optional cost of living allowance (COLA) reflecting industry standards.
18

II. SERVICE AGREEMENT:

19
20 The Total Fireworks Performance Contract cost above is quoted fob destination at site for the fireworks display
21 and transportation of personnel, equipment and fireworks. Services that need to be provided and paid for by the
22 Sponsor are as detailed in Addendum B.
23

III. PAYMENT SCHEDULE:

24
25 Payment of the Total Fireworks Performance Contract for \$52,250.00 shall be paid by sponsor as follows:
26 a) A deposit of \$26,125.00 is due and payable with the return of the signed Fireworks Performance Contract on or
27 before May 1st, 2020.
28 b) The balance of \$26,125.00 is due and payable on or before June 15th, 2020.
29 c) A fee of \$200.00 plus 1.5% interest will be charged to any unpaid balance per month.
30

IV. CREDITING AND INTELLECTUAL PROPERTY RIGHTS:

31
32 Sponsor shall refer to Grucci as "Fireworks by Grucci" in all spoken media references of the Performance. Grucci
33 shall also be credited as "Fireworks by Grucci" in all written references to the Performance, whether in print or
34 online, including but not limited to any and all editorial, social media and/or marketing or advertisement(s) of the
35 Performance. Sponsor shall utilize, in addition to the "Fireworks by Grucci," written credit, the authorized logo
36 referenced in Addendum A, in all print and online media and/or any other visual marketing, advertisement and
37 promotion of the Performance.
38

39
40 Sponsor understands and agrees that the Performance is designed by Phil Grucci and that the Performance is
41 engineered, produced, and realized by Fireworks by Grucci (collectively, the design, engineering, production and
42 realization of all elements of the Performance herein referred to as the "Protected Elements"). Accordingly,
43 Grucci exclusively owns and retains any and all Intellectual Property Rights (including Copyrights) associated with
44 the Protected Elements, and Sponsor may not sell, transfer, assign or otherwise convey such rights without
45 Grucci's prior written consent. Sponsor understands and agrees that Grucci may utilize all or part of the
46 Protected Elements in connection with other performances by Grucci for unrelated third parties. Sponsor agrees
47 to keep all information regarding the Protected Elements confidential.
48

V. PERFORMANCE PHOTOGRAPHY/VIDEOGRAPHY:

★ AMERICAS FIRST FAMILY OF FIREWORKS ★

Fireworks by Grucci, Inc. = 20 Pinehurst Drive = Bellport, NY 11713 = Tel: 631-286-0088 = Fax: 631-286-9036
FbG - FPC - Fairfield, Town of - 2020-07-03 - v1-2

49 The parties agree to cooperate in good faith with respect to the production and use of photos and/or videos of
 50 the Performance; provided each party shall retain exclusive ownership of the copyrights of such items respectively
 51 commissioned by them. Sponsor agrees to provide Grucci's photographers with access to suitable Sponsor-
 52 controlled locations to record the Performance. Sponsor further agrees, whenever and wherever possible, to reach
 53 out to third parties to assist Grucci's photographers in gaining access to suitable locations not under Sponsor's
 54 control.
 55

56 **VI. INCLEMENT WEATHER SCHEDULE:**
 57 In the event of a reschedule date, the following fees apply:
 58 • \$4,317 - If the show is postponed to July 5th due to inclement weather before 10:00am July 3rd (show day)
 59 prior to the departure of the Tug & Barge from the dock.
 60 • This includes the per diem for the barge, overnight security at the dock on Long Island, crew and truck
 61 rental daily rate.
 62 • \$14,567 - If the show is postponed to July 5th due to inclement weather after 10:00am July 3rd (show day)
 63 after the departure of the Tug & Barge from the dock.
 64 • This includes the per diem for the tug & barge, required CT licensed pyrotechnician overnight security
 65 of the moored barge in Fairfield, crew and truck rental daily rate (moorings and shuttle to/from barge
 66 provided by sponsor).
 67 • \$38,250 - If the show is postponed again due to inclement weather from July 5th to another date, no later than
 68 July 2021.
 69 • This includes tug & barge rehire, crew for 4 days, crew hotel in Fairfield one night, truck rental.
 70

71 **VII. GOVERNMENT PERMITS AND REGULATIONS**
 72 Grucci shall file for all necessary permits, licenses and approvals applicable to this agreement. However, the
 73 Sponsor shall be responsible for the payment of all government fees, fire department and police fees, taxes,
 74 including but not limited to, sales, use, excise, entertainment, import charges and bonds for such permits,
 75 licenses and approvals for the fireworks performance and the activities undertaken pursuant to this Agreement
 76 from the appropriate federal, state, and local authorities.
 77
 78 This Agreement is subject to all federal, state and municipal laws and regulations now in force or which may be
 79 enacted before the completion of this Agreement. Should any municipal, state or federal law or ordinance be
 80 passed which prohibits or restricts the performance or operation of the fireworks performance described herein,
 81 the same shall automatically restrict or limit the fireworks performances described herein accordingly.
 82
 83 In the event the federal government or other regulatory authorities restricts or prohibits the use of any firework
 84 as set forth herein, preventing Grucci from producing a performance as described above, then in such event, Grucci
 85 shall substitute a firework of equivalent entertainment value, such substitution shall not constitute a reduction in
 86 the agreement price.
 87

88 **VIII. GENERAL PROVISIONS:**
 89 a) Neither the Sponsor nor Grucci shall be in default or liable for any type of damages under this Agreement for any
 90 Force Majeure event. A Force Majeure Event is any such unforeseen act or event this is beyond the reasonable
 91 control of a party that prevents the Sponsor or Grucci from performing and is not the fault of the Sponsor or Grucci;
 92 and in addition a Force Majeure Event is also defined as war, government intervention, un-navigable waters or
 93 waterways, strikes, inclement weather, fire, explosions, civil disturbance, act of God or the public enemy, military
 94 action, terrorist act, unforeseeable or unpreventable lack of materials or equipment.
 95 b) Once the contract is signed and the performance is then cancelled by the sponsor for any reason, Grucci shall
 96 be paid one hundred percent (100%) of the total contract price.
 97 c) Grucci shall not be responsible for any weather or atmospheric conditions that may interfere with the
 98 performance or aesthetic quality of the fireworks or the performance.
 99 d) This agreement constitutes the entire Agreement between the parties relating to the subject matter hereof,
 100 and may not be changed, modified, renewed, or extended except by a written agreement, signed by the party
 101 against whom enforcement of change, modification, renewal or extension is sought.
 102 e) Fireworks by Grucci agrees to procure general liability insurance in the amount of ten million dollars and to
 103 issue form attached hereto, evidencing such insurance and covering the persons and entities named therein as
 104

★ **AMERICAS FIRST FAMILY OF FIREWORKS** ★
 Fireworks by Grucci, Inc. = 20 Pinehurst Drive = Bellport, NY 11713 = Tel: 631-286-0088 = Fax: 631-286-9036
 FbG - FPC - Fairfield, Town of - 2020-07-03 - v1-2

Page 2 of 6

additional insureds against any claims arising out of the negligence of Fireworks by Grucci, Inc. such insurance shall be primary and non contributory.

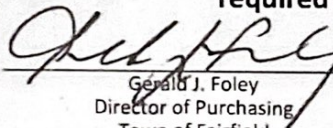
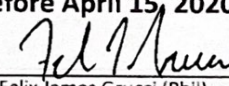
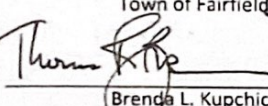
f) Agreement shall be interpreted in accordance with and the rights of the parties hereto and shall be determined by, the laws of the State of Connecticut.

g) Any and all disputes, controversies, actions, claims, or proceedings arising under, out of, in connection, or relating to the terms of this contract, and amendment thereof, commenced by, between or against any of the parties to this contract shall be commenced and maintained solely in the courts of the State of Connecticut, and by the signing of this contract all parties hereby submit to this same jurisdiction.

IX. INDEMNIFICATION

- a) To the fullest extent permitted by law, Grucci and the Town of Fairfield shall indemnify and hold each other harmless the Town of Fairfield and its agents, officers, directors and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the fireworks performance, provided that such acclaim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property and loss of use resulting there from, caused in whole or in part by negligent acts or omissions of Grucci or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, unless such claim, damage, loss or expense is caused in part by the Town. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this agreement.
- b) In claims against any person or entity indemnified under this section an employee of Grucci, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount of type of damages, compensation, or benefits payable or for Grucci under Worker' or Workmen's' Compensation Acts or other employee benefit acts.
- c) Grucci waives all rights against the Town and its agents, officers, directors, and employees for recovery of damages to the extent that these damages are covered by Commercial General Liability Umbrella liability, business auto liability or workers compensation and employers liability maintained per insurance requirements as stated.

To validate this contract, it must be signed and returned with the required deposit to Grucci on or before April 15, 2020.

	03/17/2020		03/27/2020
Gerald J. Foley Director of Purchasing Town of Fairfield	Date	Felix James Grucci (Phil) President/CEO Fireworks by Grucci, Inc.	Date
	03/19/2020		
Brenda L. Kupchick First Selectwoman Town of Fairfield	Date		

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INTENTIONALLY LEFT BLANK**

★AMERICAS FIRST FAMILY OF FIREWORKS★

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Addendum A to
Fireworks Performance Contract

Dated: February 28, 2020



- a) Red burst with blue signature: *to be used on a white or light background*



- b) Blue burst with white signature: *to be used on a dark background*



★AMERICAS FIRST FAMILY OF FIREWORKS★

Fireworks by Grucci, Inc. ≈ 20 Pinehurst Drive ≈ Bellport, NY 11713 ≈ Tel: 631-286-0088 ≈ Fax: 631-286-9036
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Addendum B to
Fireworks Performance Contract

Dated: February 28, 2020



I. Expenses and services INCLUDED in the budget of \$52,250⁰⁰ for the Fireworks performance are as follows:

Responsibility of Grucci –

- Artistic Concept, Show Design, Programming, Engineering, and Production Management;
- Development and preparation of unique Pyrotechnic sequences;
- Fireworks and Pyrotechnics to support the creative design;
- Show Designer; Chief Pyrotechnician; Pyrotechnicians;
- Company and Pyrotechnician licenses to transport, possess, and discharge explosives;
- Transportation of pyrotechnics and equipment to the venue and firing sites;
- Staff transportation to display location and local ground transportation for Pyrotechnician Crew;
- Electronic firing of all positions using our exclusive and unique Fire Command Center (FCC). Evidence will be provided of its NFPA compliance;
- Apply for and secure the required federal, state or local licenses and permits;
- Marine services include tug service, barge(s), dockage for load-in/out, display site marine security, marine mobilization/de-mobilization;
- Observation of any and all current US Coast Guard, NFPA standards as well as State of Connecticut General Statutes 29-357, regarding the sale, use and possession of fireworks;
- General Liability coverage of \$10,000,000 per occurrence: comprised of \$1,000,000 commercial general liability and \$1,000,000 dollars combined single limits for vehicle liability insurance; with an excess liability policy of \$9,000,000 covering all above. Worker's Compensation Coverage.

II. Local Host Site Expenses and services NOT INCLUDED in total budget are as follows:

Responsibility of Sponsor -

1. Municipal costs for Government Permits and Regulations (fire, police, marine bureau, public works, sanitation, etc.), including firework permit and inspection fees, all as applicable;
2. All requirements of the local Fire Officials & Fire Department regarding site fire safety, hose lines and fire watch;
3. Event site support for fire-watch inclusive of Parks, Public Safety/security, Public Works, and facilities support, inclusive of anchor/moorings for display barge and fall-out area/safety zone, as applicable;
4. Site preparation, access, use and detailed clean-up; including a vessel or workboat to transfer crew to/from barge to access the display site, as applicable;
5. Security upon arrival until departure at set-up/discharge sites and fallout areas inclusive of crowd control barriers, as necessary;

****The marine services included in the Grucci responsibilities are estimated at \$18,700 as of February 4, 2020. If these services increase by more than 10%, we request the Town of Fairfield to provide the difference over and above.**

★AMERICAS FIRST FAMILY OF FIREWORKS★

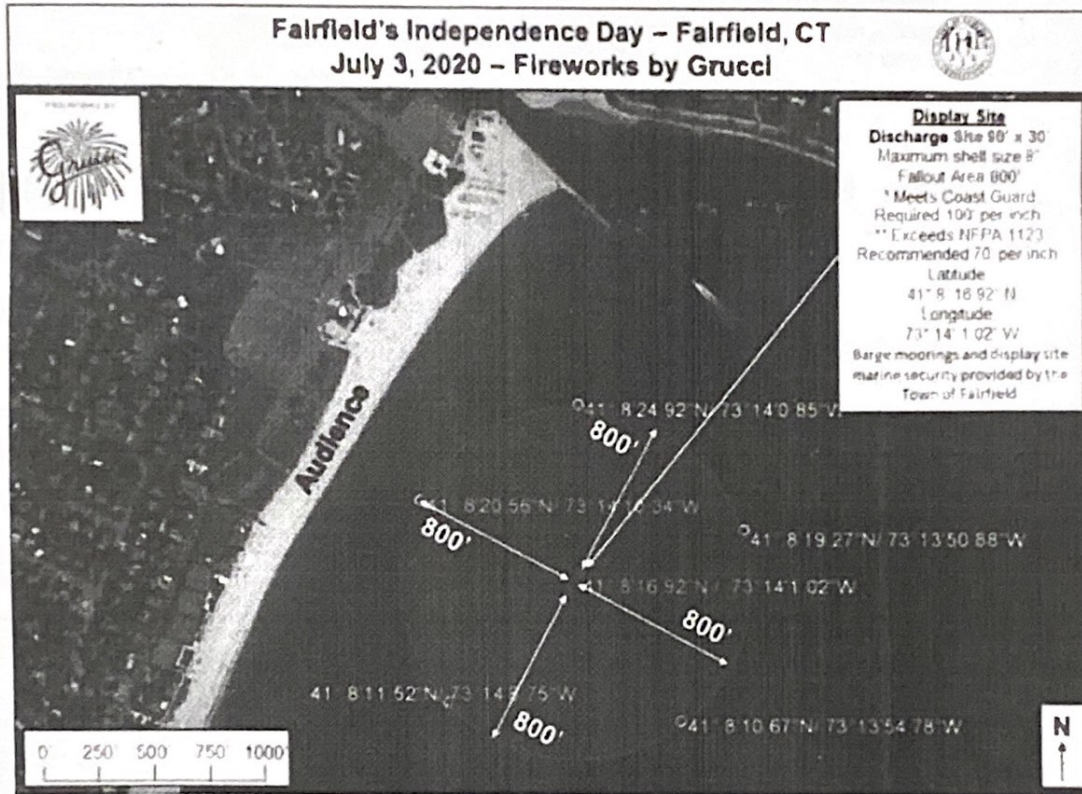
Fireworks by Grucci, Inc. = 20 Pinehurst Drive = Bellport, NY 11713 = Tel: 631-286-0088 = Fax: 631-286-9036

FbG - FPC - Fairfield, Town of - 2020-07-03 - v1-2

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Addendum C to
Fireworks Performance Contract
Dated: February 28, 2020



★ **AMERICAS FIRST FAMILY OF FIREWORKS** ★

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FbG - FPC - Fairfield, Town of - 2020-07-03 - v1-2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:														
INSURED Fireworks By Grucci Inc. and/or Pyrotechnique By Grucci, Inc. and/or Philny Effects, Inc. 20 Pinehurst Drive Bellport NY 11713	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER B : Continental Indemnity Company</td><td></td></tr><tr><td>INSURER C : Axis Surplus Ins Company</td><td>26620</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B : Continental Indemnity Company		INSURER C : Axis Surplus Ins Company	26620	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 904044160

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		S18ML00093-201	2/17/2020	2/17/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POF AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		S18CA00044-201	2/17/2020	2/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		P-001-000082173-02	2/17/2020	2/17/2021	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		82-474435-01-07 (MASTER)	5/27/2019	5/27/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Date: July 3, 2020; Rain Date: July 5, 2020;

Location: Barge on Long Island Sound off Jennings Beach, Fairfield, CT

Additional Insured(s): The Town of Fairfield (it's officers, employees, and agents); Breakwater Marine; Gladsky Marine; State of Connecticut; Fairfield Board of Education, it's officers, officials, employees, volunteers, agents, Boards & Commissions, Breakwater Marine, Gladsky Marine, State of Connecticut, shall be named as additional insured on General Liability, Commercial Automobile & Excess Liability policies. This insurance is on a primary and non-contributory basis and provides a waiver of subrogation in favor of the additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Town of Fairfield Purchasing Department 725 Old Post Road Fairfield CT 06824	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)


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July 22, 2020

Addendum Rider 'A' to Fireworks Performance Contract

This Addendum Rider 'A' is attached to and a part of that certain Fireworks Performance Contract by and between **Fireworks by Grucci, Inc. ("Grucci")** and the **Town of Fairfield ("Sponsor")**, dated February 28, 2020, pertaining to the production and display of fireworks in connection with the "*Fairfield's Independence Day Celebration*" event (the "**Event**") displayed from a Barge on Long Island Sound off Jennings Beach, at approximate coordinates 41°8'16.92"N, 73°14'1.02"W, Fairfield, CT, (the "**Agreement**"). In the event of a conflict between this Addendum Rider 'A' and the Agreement, this Addendum Rider 'A' shall control.

1. **I. AGREEMENT** The portion addressing "Agreement" is modified by the following:

Date	Rain Date	Time of Display	Duration (minutes)	Class of Fireworks	Total Fireworks Performance Contract
July 3, 2021	July 5, 2021	9:15 PM  Initial here	25-30	State	\$52,250.00*

* This agreement is renewable with four (4) one-year optional renewal periods. On (60) days advance written notice, the Town may renew this contract per the same terms and conditions, including a mutually agreed upon optional cost of living allowance (COLA) reflecting industry standards.

2. **III. PAYMENT SCHEDULE** The portion addressing "Payment Schedule" is deleted and replaced by the following:

Payment of the Total Fireworks Performance Contract for \$52,250.00 shall be paid by sponsor as follows:

- A deposit of \$26,125.00 check #611026 was received April 27, 2020.
- The balance of \$26,125.00 is due and payable on or before June 15th, 2021.
- A fee of \$200.00, plus 1 ½% interest will be charged to any unpaid balance per month

3. **VIII. GENERAL PROVISIONS** Subsection "a" in General Provisions is deleted and replaced by the following:

- Neither the Sponsor nor Grucci shall be in default or liable for any type of damages under this Agreement for any Force Majeure event. A Force Majeure Event is any such unforeseen act or event that is beyond the reasonable control of a party that prevents the Sponsor or Grucci from performing and is not the fault of the Sponsor or Grucci; and in addition a Force Majeure Event is also defined as war, government intervention, un-navigable waters or waterways, strikes, inclement weather, fire, explosions, civil disturbance, act of God or the public enemy, military action, terrorist act, unforeseeable or unpreventable lack of materials or equipment.
 - In the instance of a Force Majeure event causing the performance to be postponed, upon written notification Sponsor shall reimburse Grucci for a 15% fee of the Fireworks Performance Contract total plus all out-of-pocket expenses incurred. Performance will be rescheduled to a mutually agreeable date within twelve months of the originally contracted Show Date. After that point in time, the performance will be considered terminated and subject to the terms in point (ii) below.
 - In the instance of a Force Majeure event causing the performance to be terminated, upon written notification Sponsor shall reimburse Grucci for time & effort and out-of-pocket expenses per the following schedule:

- 1) 120-60 days prior to performance date: 15% of Total Fireworks Performance Contract amount plus out-of-pocket expenses incurred.
- 2) 30 days prior to performance date: 25% of Total Fireworks Performance Contract amount plus out-of-pocket expenses incurred.
- 3) 15 days prior to performance date: 50% of Total Fireworks Performance Contract amount plus out-of-pocket expenses incurred.
- 4) At any point thereafter: 75% of Total Fireworks Performance Contract amount plus out-of-pocket expenses incurred.

Except for the above mentioned, all other contractual requirements, terms, and conditions of the "Agreement" shall remain in effect.

AGREED AND ACCEPTED:

Fireworks by Grucci, Inc. By: <u><i>Jul Mann</i></u> Its: <u>CEO/Creative Director</u> Date: <u>08/04/2020</u>	Town of Fairfield By: <u><i>Thomas R. [Signature]</i></u> Its: <u>Chief Administrative Officer</u> Date: <u>07/27/2020</u>
--	--

By *Jul Mann*
 Its Director of Purchasing
 Date 07/27/2020

April 13, 2022

Addendum Rider 'B' to Fireworks Performance Contract

This Addendum Rider 'B' is attached to and a part of that certain Fireworks Performance Contract by and between **Fireworks by Grucci, Inc. ("Grucci")** and the **Town of Fairfield ("Sponsor")**, dated February 28, 2020, and Addendum 'A', dated July 22, 2020, pertaining to the production and display of fireworks in connection with the "Fairfield's Independence Day Celebration" event (the "Event") displayed from a Barge on Long Island Sound off Jennings Beach, at approximate coordinates 41°8'16.92"N, 73°14'1.02"W, Fairfield, CT, (the "Agreement"). In the event of a conflict between this Addendum Rider 'B', the Agreement or Addendum Rider 'A', this Addendum Rider 'B' shall control.

1. **I. AGREEMENT** The portion addressing "Agreement" is modified by the following:

Date	Rain Date	Time of Display	Duration (minutes)	Class of Fireworks	Total Fireworks Performance Contract*
July 3, 2021	July 5, 2021	9:15 PM	25 – 30	State	\$52,250 ^{.00}
July 2, 2022	July 3, 2022	Initial here	25 – 30	State	\$54,862. ⁵⁰

* This agreement is renewable with four (4) one-year optional renewal periods. On (60) days advance written notice, the Town may renew this contract per the same terms and conditions, including a mutually agreed upon optional cost of living allowance (COLA) reflecting industry standards.

2. **III. PAYMENT SCHEDULE** The portion addressing "Payment Schedule" is deleted and replaced by the following:

Payment of the Total Fireworks Performance Contract for **\$54,862.⁵⁰** shall be paid by sponsor as follows:

- A deposit of \$27,431.²⁵ is due and payable with the return of the signed Addendum 'B' on or before April 29, 2022.
- The balance of \$27,431.²⁵ is due and payable on or before June 15th, 2022.
- A fee of \$200.00, plus 1 ½% interest will be charged to any unpaid balance per month

Except for the above mentioned, all other contractual requirements, terms, and conditions of the "Agreement" shall remain in effect.

AGREED AND ACCEPTED:

Fireworks by Grucci, Inc.	Town of Fairfield
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

Town of Fairfield
By: _____
Its: _____
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: FAX (A/C, No): 216-658-7101
INSURED Fireworks By Grucci Inc. and/or Pyrotechnique By Grucci, Inc. and/or Philny Effects, Inc. 20 Pinehurst Drive Bellport NY 11713	INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: Continental Indemnity Company INSURER C: Axis Surplus Ins Company INSURER D: INSURER E: INSURER F:
	NAIC # 10120 26620

COVERAGES**CERTIFICATE NUMBER:** 940818689**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SI8ML00093-221	2/17/2022	2/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00044-221	2/17/2022	2/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	P-001-000082173-04	2/17/2022	2/17/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	82-474435-01-12 (MASTER)	5/27/2021	5/27/2022	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Date: July 2, 2022; Rain Date: July 3, 2022;

Location: Barge on Long Island Sound off Jennings Beach, Fairfield, CT

Additional Insured(s): The Town of Fairfield, Fairfield Board of Educations, their respective officers, agents, servants, officials, employees, volunteers, boards and commissions are included as additional insured for all insurance policies required by written contract, except Errors and Omissions and Workers Compensation. A waiver of subrogation in favor of the additional insured is required on all policies. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the additional insured. Umbrella/Excess follows form.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Britton Gallagher		NAMED INSURED Fireworks By Grucci Inc. and/or Pyrotechnique By Grucci, Inc. and/or Philny Effects, Inc. 20 Pinehurst Drive Bellport NY 11713
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Coverage cannot be changed or canceled unless the Town has thirty (30) days prior notice in writing. (Ten (10) days for non-payment of premium)

Breakwater Marine; Gladsky Marine; State of Connecticut, shall be named as additional insured on General Liability, Commercial Automobile & Excess Liability Policies.

Sec 7 PROFESSIONAL SERVICES CONTRACTOR AGREEMENT
FAIRTV BROADCAST SYSTEM

This is an Agreement between The Town of Fairfield, Sullivan Independence Hall, 725 Old Post Road, Fairfield, CT ("Town") and Gerard J. Speno, with an office at 23 Plum Street, Fairfield, CT 06824 ("Contractor") for the provision of professional technical services supporting the Town's Government and Education television stations, known as FairTV Broadcast System ("FairTV").

WHEREAS, pursuant to Chapter 22 of the Town of Fairfield Town Code, the Town has established the FairTV Commission ("Commission") to oversee, set policy and procedures for FairTV;

WHEREAS, the Commission has decided to enter into an agreement for the provision of professional services in support of FairTV operations;

WHEREAS, the Parties hereto desire to enter into this Agreement for the purpose of setting forth the various duties, responsibilities and expectations of the parties.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Town and Contractor agree as follows:

1. **Engagement:** The Town hereby engages the Contractor and Contractor hereby accepts engagement upon the terms and conditions set forth. Except as provided herein, all of the obligations of the Contractor will be performed by Contractor.
2. **Term:** The term of said engagement is for a period of one (1) year commencing July 1, 2022 and terminating June 30, 2023, unless earlier terminated (IE: Contract signed 3/11/2022 / See Sec. 8 Art. b under this contract) under the termination provisions of this Agreement.
3. **Services:** The Contractor shall provide the following services in a timely and professional manner, which services may be modified from time to time by the Commission:
 - a. Provide live and recorded videography of primary and secondary content as defined in Town Code chapter 22;
 - b. Maintain and safeguard any Town-owned equipment which is used by the Contractor in performing the Services.
 - c. maintain FairTV's broadcast schedule for primary content coverage;
 - d. upload recordings to the internet and/or other media for public viewing;
 - e. oversee necessary repairs and the updating of equipment and systems owned by the Town for FairTV's use;
 - f. make recommendations for systems and equipment acquisition and upgrades;
 - g. provide input to budgeting and grant applications
 - h. Attend CAC2 meetings and report to the Commission
 - i. report on expenditures, equipment inventories, scheduling and other matters requested by the Commission
 - j. carry out any reasonable duties requested by the Commission, and follow policies, procedures and rules supplied by the Commission

FairTV Contractor Agreement

- k. Interface with other departmental staff as appropriate
 - l. Manage staffing and contractors as appropriate to provide services for FairTV
4. Insurance: Comprehensive General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) combined single limit (3) Automobile liability insurance covering all owned, hired, and non-owned vehicles used by the Contractor, with minimum limits of One Million Dollars (\$1,000,000) combined single limit.

All liability policies shall name the Town and its respective officers, boards, commissions, employees, agents and contractors as additional insureds, as their interests may appear. Contractor shall provide the town with appropriate certificates of insurance, which shall provide that said policies shall not be cancelled without giving at least sixty (60) days prior written notice.
5. Independent Contractor Status: Contractor acknowledges that Contractor is not a Town employee with respect to the Services and that the Town shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide other contributions or benefits (including retirement benefits) which might be expected in an employer-employee relationship.
6. Contractor's Employees and Contractors: Contractor may hire employees and retain its own subcontractors as needed to carry out the Services.
 - a. Contractor shall be fully responsible for any damage, injury or harm that arises out of the use of said individuals.
 - b. The names, addresses and qualifications of all individuals utilized by the Contractor to provide services on Town property or with Town equipment shall be provided to the Commission.
 - c. Contractor shall observe all Town, State and Federal laws and regulations regarding employment of employees and independent contractors and shall be responsible for the same.
 - d. The Town and the Contractor may agree on an ad hoc basis that independent contractors used by the Contractor may be paid directly by the Town
 - e. The Town may at its discretion conduct background checks and seek verification of qualifications for any individuals or legal entities providing services for FairTV.
7. Fees and Expense Reimbursement:
 - a. Contractor shall receive an annual fee of **\$58,280.00** for the Contract Term which will be payable in twelve (12) equal installments on the first of each month for that month
 - b. See attached for Revised Budget (Expanded Services Budget 2022-2023 Additional Funds for Manager and Added Services. (Attached Budget 22 23 FTV doc)
 - c. Expenses shall be submitted on a monthly basis for reimbursement
 - d. Supplies and purchases for items that will be owned by the Town will be reimbursed upon approval by the Commission

- e. Contractor shall be entitled to the on-screen credit of “Executive Producer”
8. Termination: This Agreement may be terminated upon the happening of any of the following events:
- a. Its normal expiration date
 - b. At any time, or any reason upon mutual written agreement of the parties
 - c. Either party may terminate without cause upon providing 120 days prior written notice to the other
 - d. By the Town following a material breach by Contractor of any of Contractor’s duties or obligations under the agreement if such material breach is not cured within fifteen (15) days of Contractor’s receipt of written notice of such default, except that no notice or cure period is required in the case of Contractor or his employees and/or independent contractors:
 - i. misappropriating Town funds or equipment,
 - ii. committing a crime, or
 - iii. creating or fostering an unsafe condition or situation that endangers members of the public as determined in the sole discretion of the Town
 - e. By the Town following the failure to provide the Services in a timely and professional manner, upon provision of thirty (30) days’ written notice and the opportunity to cure the failure during the thirty (30) day period. Town shall be free to seek such services elsewhere during the period during which Contractor fails to perform such Services: and
 - f. By the Contractor following a material breach by Town of any of Town’s duties or obligations under the agreement if such material breach is not cured within thirty (30) days of Town’s receipt of written notice, provide the Town shall have thirty (30) days to cure the breach.
9. Return of Materials. Upon expiration, termination or upon earlier request by Town, Contractor shall return to Town all equipment, systems, supplies, accessories or other Town owned materials in Contractor's possession; and return all keys, passcodes or other means of access to the Town’s property.
10. Ownership of Work Product. The parties acknowledge that any work created by Contractor in connection with the performance of services for Town is created at the insistence of the Town and shall be deemed “work made for hire” under the United States copyright laws. Town shall have the right to use the whole work, any part of parts thereof, or none of the work as it sees fit. Town may alter the work, add to it, or combine it with any other work or works, at its sole discretion. Notwithstanding the foregoing, all original material submitted by Contractor as part of the process of creating the work including but not limited to programs, listings, printouts, documentation, notes, flow charts, and programming aids, shall be the property of the Town whether or not Town uses such material. No rights are reserved by Contractor.

FairTV Contractor Agreement

11. Force Majeure. Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, organized union or third party labor dispute, embargo, governmental action or failure to act, the act of any civil or military authority, act of God, inability to secure material or transportation facilities, acts or omissions of carriers, power or telecommunications outages, computer failures or by any other cause beyond its reasonable control, whether or not similar to the foregoing.
12. Miscellaneous. This Agreement may only be changed in writing signed by Town and shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflicts of laws principles. This is the entire agreement of the parties and supersedes any and all prior agreements or understandings, whether written or oral. The Town and Contractor both acknowledge that all advice (written or oral) given by Contractor to the Town in connection with this engagement is intended solely for the benefit and use of the Town and not for any third parties. If any provision of this Agreement is held to be invalid, the other provisions will not be affected to the greatest extent possible consistent with the parties' intent. Any notice required or permitted by this Agreement shall be in writing and shall be hand delivered, or sent by prepaid registered or certified mail, return receipt requested (if available), or sent by facsimile and confirmed by such mail, or sent by pre-paid courier service, in each case addressed to the other party at the address shown at the beginning of this Agreement or at such address for which such party gives notice hereunder. Delivery shall be deemed completed upon receipt or refusal to accept such notice. Contractor represents and warrants that he is not subject to any agreement, order, judgment or decree which would prevent Contractor from entering into this Agreement or performing fully Contractor's obligations hereunder. This Agreement and any rights herein granted are personal to the parties hereto and shall not be assigned, sublicensed, encumbered or otherwise transferred by Contractor without the express written consent of the Town.

Contractor:

Town of Fairfield:

Signature: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FairTV Contractor Agreement

FairTV Commission:

Signature: _____

Name: _____

Title: _____

Date: _____

FairTV Commission February Meeting Minutes (DRAFT)

March 16, 2022

Recording Link: <https://www.youtube.com/watch?v=tFH4RUQgICQ>

The FairTV Commission's Zoom Video Meeting was called to order at 7:00PM by Commissioner Vishno. In attendance: Commissioners Vishno, Colligan & Joyella. Manager Gerry Speno. The Pledge of Allegiance was said to open the meeting.

OFFICER REPORTS

Secretary Colligan Motioned to approve the February Meeting Minutes.
Seconded by: Joyella and carried unanimously.

STANDING REPORTS

Manager's Reports:



FairTV March 2022
Manager Rpt.xlsx



EXP - FAIRTV GRANT
FUND FY2022 as of 0:CONTRACTOR AGREE



FAIRTV



1040_Presentation.pdf



FairTV March 2022
Manager Rpt.xlsx

UNFINISHED BUSINESS



FAIRTV

CONTRACTOR AGREE

Discussed Station Manager's Contract.

No issues arose.

Vishno Motioned to approve the contract as written and send it to Town Hall.

Joyella Seconded. Vote passed unanimously.

NEW BUSINESS

None

Adjournment

A motion to adjourn was made by Vishno, seconded by Colligan & carried unanimously.

Meeting ended at 7:14PM.

Next Meeting April 19, 2022 @ 7:00PM

Memorandum

To: Board of Selectmen
From: Mark S. Barnhart, Director of Community & Economic Development
Date: April 13, 2022
Re: Bird E-Scooter Shared Mobility Program Pilot

I am pleased to present for your consideration a proposed pilot initiative to offer stand-up electric scooters for shared use through Bird Rides, Inc.

Founded in 2017, Bird operates shared eco-friendly electric scooter systems in over 400 communities world-wide. Electric scooters provide a convenient, fun and car-free alternative for quick trips around town, including first and last-mile connections to and from school, work and existing transit nodes.

Bird utilizes a dockless model, which affords the user maximum flexibility to choose where to pick up and drop off the e-scooter within a designated operating zone. A local fleet manager will service, re-charge and redeploy the e-scooters based on user demand, as well as address any operational concerns or complaints. All scooters are monitored via GPS and become inoperable outside of the agreed-upon operating area.

The Town is proposing to enter into a one-year pilot program with Bird to better ascertain user demand as well as to evaluate other aspects of program performance. The agreement may be terminated by either party and for any reason with thirty (30) days' notice during the pilot term. The initial deployment is expected to be comprised of 50-75 scooters.

Bird charges users \$1/ride plus a per minute fee. A typical ride costs between \$6-\$8. There is no cost to the Town. Bird will pay the Town a revenue share of \$0.20 per ride and provide anonymized fleet and ride data with Town.

I have attached a proposed operating agreement, which has been reviewed by the Town Attorney. I have also discussed this proposal with the Police Chief and his comments are attached. A Bird representative and I will attend Monday's Board of Selectmen meeting to answer any questions. Thank you for your consideration.

PILOT OPERATING AGREEMENT

This Pilot Operating Agreement (the "Agreement") is made this ____ day of _____, 2022, by and between the Town of Fairfield (the "Town"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein through its First Selectwoman, Brenda L. Kupchick and Bird Rides, Inc., a California corporation, located at 406 Broadway #369 Santa Monica, CA 90401 (the "Company"), acting herein through its _____.

1. Statement and Purpose

The purpose of this Agreement is to establish rules and regulations governing the operation of a Stand-up electric scooter sharing system within the Town while this Agreement is in effect, and to ensure that the program is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way.

2. Scope

This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within the boundaries outlined below. This Agreement shall remain in effect for a period of twelve months and shall automatically renew for successive twelve month periods unless either party provides written notice to the other of its intention not to renew at least thirty (30) days prior to the end of the then-current term, or unless terminated as set forth in Section 12.

3. Operating Regulations

- a. Company may utilize independent business logistics providers to facilitate local operations. Company's use of these logistic providers does not constitute a transfer or assignment of the Agreement, and Company remains responsible for all obligations and requirements under this Agreement.
- b. Logistic Provider will respond to Town issues related to Bird scooters. The local contact for Bird must respond within two (2) hours of contact from the Town during normal business hours defined as 8:00AM to 6:00PM Monday through Friday or within ten (10) hours outside of business hours on an issue and provide notification upon resolution of the issue.
- c. Stand-up electric scooters shall mean a device weighing less than 75 pounds that: (i) has handlebars and an electric motor; (ii) is solely powered by the electric motor and/or human power; and (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor.
- d. Except as otherwise provided herein, Town shall regulate the operation of Stand-up electric scooters in a manner no more restrictive than Town's regulation of bicycles.
- e. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by the Town consistent with fines for cyclists.

- f. Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- g. Hours of operation when the Company's Stand-up electric scooters will be made available to rent are 5 a.m. to 12:00 am (local time).
- h. Company shall provide 50-75 vehicles at launch, which may be increased based upon demand and usage by mutual consent of the parties.
- i. The Town and Company shall jointly determine the initial deployment location of Stand-up electric scooters, which may be adjusted during the term of this Agreement based on rider utilization data.
- j. Company is permitted to increase its fleet size on a monthly basis in the event that the Company's fleet provides on average of more than two rides per Stand-up electric scooter per day within that Zone. Company shall provide monthly reports to the Town with data demonstrating the utilization rate of vehicles in Company's fleet, pursuant to Section 7.

4. Parking

- a. Users of Stand-up electric scooters shall park devices upright in the furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
- b. Users shall not park Stand-up electric scooters in such a manner as to block: the pedestrian clear zone area of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
- c. Users shall not park Stand-up electric scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- d. Users shall not park Stand-up electric scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- e. Company may stage its Stand-up electric scooters in permitted parking areas as described in this section. To the extent Company desires to stage Stand-up electric scooters in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate Town department, property owner, or public agency.

6. Operations

- a. Company shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Company shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
- b. In the event a safety or maintenance issue is reported for a specific device, that Stand-up electric scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- c. Company shall provide notice to all users that:
 - i. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths;

- ii. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
 - iii. Helmets are encouraged for all users;
 - iv. Parking must be done in designated areas; and
 - v. Riding responsibly is encouraged and riders who misuse the service can be fined and/or barred from use.
- d. Company shall provide education to Stand-up electric scooter riders on the Town's existing rules and regulations, safe and courteous riding, and proper parking.

7. Data Sharing

Company will provide at no cost anonymized fleet and ride activity data to the Town to assist with monitoring program usage.

8. Revenue Sharing

While this program is in effect, Bird Rides, Inc. shall pay the Town a revenue-share of \$0.20 per. Bird Rides, Inc. shall pay the revenue-share to the Town on a quarterly basis, in arrears within 30 days from the end of the preceding month.

9. Indemnification

Bird Rides, Inc. agrees to indemnify, defend and hold harmless the Town (and the Town's employees, agents and affiliates) from and against all actions, damages or claims brought against the Town arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of the Town's (or the Town's employees', agents' or affiliates') negligence or willful misconduct. The Town expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of three (3) years after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused exclusively by the Town's negligent construction or maintenance of public infrastructure. The Town's right to indemnification shall be contingent on the Town notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any defense; The Town shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.

10. Insurance

Company shall provide Town with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; (c) Umbrella or Excess Liability coverage with a limit of no less than \$5,000,000.00 each occurrence/aggregate; and (d) where Company employs persons within the Town, Workers' Compensation coverage of no less than the statutory requirement. Company shall name the Town of Fairfield as additional insured on the General Liability insurance and

the Umbrella or Excess Liability coverage. Company shall notify the Town at least 30 days in advance of changes/cancellations to the insurance policies above.

11. **Notices** All notices and communications to the Town from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.

12. During the initial twelve month term of this Agreement, either party may terminate this agreement at any time and without cause upon thirty (30) days' notice. Thereafter, the Town may terminate this agreement for any reason, upon ninety (90) days' notice.

13. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

14. The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

15. This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

TOWN OF FAIRFIELD

By: Brenda L. Kupchick, Its First Selectwoman

BIRD RIDES, INC.

By:
Its



Robert Kalamaras
Chief of Police



Fairfield Police Department

Continually Striving to Make Fairfield Safer
Honor - Professionalism - Excellence



100 Reef Road
Fairfield, CT 06824

To: Mark S. Barnhart, Director of Community & Economic Development
From: Robert Kalamaras, Chief of Police
Date: April 13, 2022
Re: Bird E-Scooter Shared Mobility Program Pilot

Mr. Barnhart,

I have reviewed the proposal for Bird E-Scooter Shared Mobility Program and looked into the matter from a law enforcement prospective. Effective Oct. 1, 2019, the State of Connecticut legalized electric scooters, electric bicycles and electric tricycles. The law currently allows these vehicles under the following conditions:

- The vehicle weighs less than seventy-five pounds (75 lbs);
- The vehicle has two (2) or three (3) wheels;
- The vehicle has a handlebar and a floorboard that can be used to stand on while riding;
- The vehicle is powered by an electric motor;
- The vehicle has a maximum speed of twenty (20) miles per hour (or less)

It is in my opinion that the Bird proposal relative to equipment meets the current legal standard for electric scooters in the State of Connecticut.

It should also be noted that electric scooter operators are afforded the same rights, privileges and duties that currently exist for bicycle riders. Operators must be at least fifteen years of age, they are not allowed to be driven on sidewalks, and riders are required to wear a helmet. All remaining regulations regarding the safe operation of electric scooters and the presence of electric scooters on public property, are governed by local authorities.

I have further consulted with the Police Commission Chairman, Commissioner Pine, and it is in his opinion that this proposal would be outside the purview of their authority. Please contact me should you have any further questions or concerns.

Robert Kalamaras
Chief of Police
Fairfield Police Department
(203)254-4828

From: [BikePedCommittee](#)
To: [Board of Selectmen](#)
Cc: [Barnhart, Mark](#)
Subject: Letter of Support for E-scooter pilot program
Date: Wednesday, April 13, 2022 2:52:53 PM

April 13, 2022

To: The Board of Selectpeople
Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

To the Board of Selectpeople,

I am writing to express to you my enthusiastic support for the proposed E-scooter pilot initiative between the Town of Fairfield and Bird, an E-scooter company. As chair of our Town's Bicycle and Pedestrian Committee, I am a passionate believer in active transportation options that enhance connectivity while reducing our reliance on automobiles for short trips.

Providing residents and visitors with additional micro-mobility options gives them a "greener" transit option for quick trips and first/last connections to transit hubs such as train stations and bus stops. E-scooters can also help to ease automobile congestion in high-traffic areas such as our downtown/Post Road.

The proposed pilot program with Bird is a "win-win" for our Town: Bird partners with a local fleet manager who oversees the scooter deployment and community education and no Town funds are involved.

Plus, they're fun to ride! My family and I rode E-scooters on a recent trip to Panama and very much enjoyed the experience. I urge you to support this exciting pilot E-scooter program for our community.

Sincerely,

Sarah Roy
Chair, Fairfield Bicycle and Pedestrian Committee

P.S. - I write to you representing only myself, as our Bicycle and Pedestrian Committee will not have an opportunity to discuss and vote on this proposal at a public meeting prior to your April 18, 2022 meeting.

--

Sarah Roy
Chair, Bicycle and Pedestrian Committee
Town of Fairfield, Connecticut
<http://fairfieldct.org/bikeped>





Town of Fairfield
Town Planning and Zoning Commission
725 Old Post Road
Fairfield, Connecticut 06824

Sullivan Independence Hall

203-256-3050

Memo

To: Board of Selectmen

From: Jim Wendt, Planning Director

Date: March 23, 2022

Re: Opt-Out of State Mandated Zoning Regulation Language

Handwritten signature: JW.

Public Act 21-29 "*An Act Concerning the Zoning Enabling Act, Accessory Apartments, Training for Certain Land Use Officials, Municipal affordable Housing Plans and Commission on Connecticut's Development and Future*" adopted last year, mandates certain zoning regulation language regarding off-street parking for dwellings as well as default regulation language for accessory apartments. The Act provides for a municipal opt-out provision for each of these requirements.

The Town Plan and Zoning Commission has unanimously voted to opt-out of both of these requirements as described in the attached one-page background papers for each. Public hearings were held on January 25, 2022. The Commission's vote on the parking opt-out occurred on February 8, 2022 and the decision was published in the Fairfield Citizen on February 18, 2022.

The Commission's vote on the accessory apartment opt-out occurred on March 22, 2022 and is scheduled to be published in the Fairfield Citizen on March 25, 2022. (both notices are attached)

In addition to the TPZ Commission's vote, the opt-out provision of the Act requires that the Board of Selectman must also vote to complete the opt-out process. (See pages 12-13 and 15 -16 of the Act, attached).

I am therefore requesting this matter be placed on a Board of Selectman agenda for your consideration and vote.

FAIRFIELD TOWN PLAN AND ZONING COMMISSION PROPOSED OPT-OUT OF
STATE MANDATED REGULATION LANGUAGE REGARDING OFF-STREET PARKING.
(December 2021)

Background: This past legislative session, the CT General Assembly adopted Public Act 21-29 *An act Concerning the Zoning Enabling Act, Accessory Apartments, Training for Certain Land Use Officials, Municipal affordable Housing Plans and Commission on Connecticut's Development and Future*. The Act requires that local zoning regulations **“shall not require more than one parking space for each studio or one-bedroom dwelling unit or more than two parking spaces for each dwelling unit with two or more bedrooms, unless the community opts out in accordance with the provisions of section 5 of this act”**

The opt-out process requires a public hearing and an affirmative vote of 2/3 of the commission stating upon the record the reasons for doing so. To complete the process, the Board of Selectman must also approve opting out by a 2/3 vote.

The Fairfield Zoning regulations require varying number of parking spaces depending on the zone and number of dwelling units. For properties with 1-4 dwelling units, 2 spaces per unit are required. The new rule in this case would have limited applicability since there are virtually no new units of this type that are likely to have fewer than 2 bedrooms per unit.

Our regulations for Transit Oriented Development in the area around Fairfield Metro already prescribe fewer spaces than the new statutory maximums (the lesser of 1 space per bedroom or 1.25 space per unit).

Other larger residential development, not near transit and greater than 4 units, requires more parking than the prescribed maximum. These types of developments are only permitted in the Designed Residence District and presently require 2.5 spaces per unit in developments of 5-10 units and 3 spaces per unit in developments of 11 or more units. In addition, 0.5 spaces per unit of visitor parking is required.

The parking required for the majority of residential development opportunity in town is consistent with or less than the prescribed new maximums. The Commission believes however that larger developments, not near transit warrant additional parking than the prescribed maximums, and therefore the Commission is proposing to opt-out of the requirement as provided by statute.

FAIRFIELD TOWN PLAN AND ZONING COMMISSION PROPOSED AMENDMENTS TO ACCESSORY APARTMENT REGULATIONS AND PROPOSED OPT-OUT OF STATE MANDATED REGULATION LANGUAGE. (December 2021)

Background: This past legislative session, the CT General Assembly adopted Public Act 21-29 *An act Concerning the Zoning Enabling Act, Accessory Apartments, Training for Certain Land Use Officials, Municipal affordable Housing Plans and Commission on Connecticut's Development and Future*. The Act requires that local zoning regulations allow for the creation of accessory apartments and prescribes specific language that communities must adopt to be in compliance. The Act requires that local zoning commissions either amend their regulations to comply with the statutes or vote to opt-out by January 1, 2023.

The opt-out process requires a public hearing and an affirmative vote of 2/3 of the commission stating upon the record the reasons for doing so. To complete the process, the Board of Selectman must also approve opting out by a 2/3 vote.

The concept of accessory apartments is not new to Fairfield, as the Zoning Regulations have permitted accessory apartments since 1986 with 170 apartments in inventory. The Accessory Apartment Regulations were most recently amended in February of 2021 and are very similar to the required State language. There are two key provisions in the default language which differ from the Fairfield local regulations.

The Fairfield regulations permit accessory apartments in single family zones but not the Beach District. The statutory language would require apartments to be permitted on any lot that contains a single family dwelling regardless of zone. The Plan and Zoning Commission agrees that accessory apartment opportunity should be extended to residence our B and C Zones that contain single family dwellings. These two districts already permit multi-family dwellings depending on lot size and presently prohibit accessory apartments. Given the unique and discreet geography of the Beach District however, the Commission believes that accessory apartments should remain prohibited in this district.

The statutory language also requires that accessory apartments to be allowed in detached structures in any district. The Fairfield regulations presently permit detached apartments only in the AAA (2 acre) zone. The Commission is proposing to extend the detached opportunity to the AA (1 acre) and R3 (½ acre) districts, but believes that detached units should not be permitted in all districts.

In short, the Plan and Zoning Commission has a long history of supporting accessory apartment opportunity. The Commission is proposing amended language to increase this opportunity, but for the considerations discussed is also proposing to opt-out of the statutory default language.

**TOWN PLAN AND ZONING COMMISSION
FAIRFIELD, CONNECTICUT
NOTICE OF DECISION – FEBRUARY 8, 2022**

The Town Plan and Zoning Commission of the Town of Fairfield, Connecticut held a teleconference/videoconference meeting on February 8, 2022, and voted on the following:

1401 Kings Highway Zoning Compliance Application of 1401 King, LLC to establish a dog care, overnight boarding, grooming and training use. Des. Comm. Dist./TODP.

APPROVED

Off-Street Parking Opt-Out Proposal of the Town Plan and Zoning Commission to opt-out of State mandated parking requirements, pursuant to Public Act 21-29.

APPROVED

Dated at Fairfield, CT this 18th day of February, 2022.
Effective Date: February 19, 2022

TOWN PLAN AND ZONING COMMISSION

Tom Noonan, Chairman
Meg Francis, Secretary
Josephine M. Keogh, Clerk

**TOWN PLAN AND ZONING COMMISSION
FAIRFIELD, CONNECTICUT
NOTICE OF DECISION – MARCH 22, 2022**

The Town Plan and Zoning Commission of the Town of Fairfield, Connecticut held a teleconference/videoconference meeting on March 22, 2022, and voted on the following:

Zoning Regulation Amendment and Opt-Out (Accessory Apartments)

Application of the Town Plan and Zoning Commission to amend Section 6.0 of the Zoning Regulations (Accessory Apartments) proposed changes:

- 6.3 Add residence B and C Zones to districts that permit accessory apartments.
- 6.3, 6.5 Eliminate the request for annual recertification of permit.
- 6.3.8 Add residence AA and R-3 Zones to districts eligible for a detached accessory apartment.
- 6.4 Clarify that application process is administrative.

The Commission is also proposing to opt-out of the State mandated language pursuant to Public Act 27-29.

APPROVED

2-6 Beacon Square Zoning Compliance application of Beacon Square Properties, LLC pertaining to a 26-unit residential development, pursuant to Section 8-30g of the CT General Statutes as shown on plans entitled "Improvement Location Survey Prepared for Beacon Square Properties, LLC," dated February 10, 2021, Revised, February 9, 2022, and prepared by Land Surveying Services, LLC. Res. R-3 Zone

APPROVED

Dated at Fairfield, CT this 25th day of March; 2022.
Effective Date: March 26, 2022

TOWN PLAN AND ZONING COMMISSION

Tom Noonan, Chairman
Meg Francis, Secretary
Josephine M. Keogh, Clerk



Substitute House Bill No. 6107

Public Act No. 21-29

AN ACT CONCERNING THE ZONING ENABLING ACT, ACCESSORY APARTMENTS, TRAINING FOR CERTAIN LAND USE OFFICIALS, MUNICIPAL AFFORDABLE HOUSING PLANS AND A COMMISSION ON CONNECTICUT'S DEVELOPMENT AND FUTURE.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 8-1a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(a) "Municipality" as used in this chapter shall include a district establishing a zoning commission under section 7-326. Wherever the words "town" and "selectmen" appear in this chapter, they shall be deemed to include "district" and "officers of such district", respectively.

(b) As used in this chapter and section 6 of this act:

(1) "Accessory apartment" means a separate dwelling unit that (A) is located on the same lot as a principal dwelling unit of greater square footage, (B) has cooking facilities, and (C) complies with or is otherwise exempt from any applicable building code, fire code and health and safety regulations;

(2) "Affordable accessory apartment" means an accessory apartment that is subject to binding recorded deeds which contain covenants or

Substitute House Bill No. 6107

restrictions that require such accessory apartment be sold or rented at, or below, prices that will preserve the unit as housing for which, for a period of not less than ten years, persons and families pay thirty per cent or less of income, where such income is less than or equal to eighty per cent of the median income;

(3) "As of right" means able to be approved in accordance with the terms of a zoning regulation or regulations and without requiring that a public hearing be held, a variance, special permit or special exception be granted or some other discretionary zoning action be taken, other than a determination that a site plan is in conformance with applicable zoning regulations;

(4) "Cottage cluster" means a grouping of at least four detached housing units, or live work units, per acre that are located around a common open area;

(5) "Middle housing" means duplexes, triplexes, quadplexes, cottage clusters and townhouses;

(6) "Mixed-use development" means a development containing both residential and nonresidential uses in any single building; and

(7) "Townhouse" means a residential building constructed in a grouping of three or more attached units, each of which shares at least one common wall with an adjacent unit and has exterior walls on at least two sides.

Sec. 2. Section 8-1c of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(a) Any municipality may, by ordinance, establish a schedule of reasonable fees for the processing of applications by a municipal zoning commission, planning commission, combined planning and zoning commission, zoning board of appeals or inland wetlands commission.

Substitute House Bill No. 6107

Such schedule shall supersede any specific fees set forth in the general statutes, or any special act or established by a planning commission under section 8-26.

(b) A municipality may, by regulation, require any person applying to a municipal zoning commission, planning commission, combined planning and zoning commission, zoning board of appeals or inland wetlands commission for approval of an application to pay the cost of reasonable fees associated with any necessary review by consultants with expertise in land use of any particular technical aspect of such application, such as regarding traffic or stormwater, for the benefit of such commission or board. Any such fees shall be accounted for separately from other funds of such commission or board and shall be used only for expenses associated with the technical review by consultants who are not salaried employees of the municipality or such commission or board. Any amount of the fee remaining after payment of all expenses for such technical review, including any interest accrued, shall be returned to the applicant not later than forty-five days after the completion of the technical review.

(c) No municipality may adopt a schedule of fees under subsection (a) of this section that results in higher fees for (1) development projects built using the provisions of section 8-30g, as amended by this act, or (2) residential buildings containing four or more dwelling units, than for other residential dwellings, including, but not limited to, higher fees per dwelling unit, per square footage or per unit of construction cost.

Sec. 3. Subsection (j) of section 8-1bb of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(j) A municipality, by vote of its legislative body or, in a municipality where the legislative body is a town meeting, by vote of the board of selectmen, may opt out of the provisions of this section and the [provision] provisions of subdivision (5) of subsection [(a)] (d) of section

Substitute House Bill No. 6107

8-2, as amended by this act, regarding authorization for the installation of temporary health care structures, provided the zoning commission or combined planning and zoning commission of the municipality: (1) First holds a public hearing in accordance with the provisions of section 8-7d on such proposed opt-out, (2) affirmatively decides to opt out of the provisions of said sections within the period of time permitted under section 8-7d, (3) states upon its records the reasons for such decision, and (4) publishes notice of such decision in a newspaper having a substantial circulation in the municipality not later than fifteen days after such decision has been rendered.

Sec. 4. Section 8-2 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(a) (1) The zoning commission of each city, town or borough is authorized to regulate, within the limits of such municipality: [, the] (A) The height, number of stories and size of buildings and other structures; (B) the percentage of the area of the lot that may be occupied; (C) the size of yards, courts and other open spaces; (D) the density of population and the location and use of buildings, structures and land for trade, industry, residence or other purposes, including water-dependent uses, as defined in section 22a-93; [,] and (E) the height, size, location, brightness and illumination of advertising signs and billboards, [. Such bulk regulations may allow for cluster development, as defined in section 8-18] except as provided in subsection (f) of this section.

(2) Such zoning commission may divide the municipality into districts of such number, shape and area as may be best suited to carry out the purposes of this chapter; and, within such districts, it may regulate the erection, construction, reconstruction, alteration or use of buildings or structures and the use of land. All [such] zoning regulations shall be uniform for each class or kind of buildings, structures or use of land throughout each district, but the regulations in one district may

Substitute House Bill No. 6107

differ from those in another district. [, and]

(3) Such zoning regulations may provide that certain classes or kinds of buildings, structures or [uses] use of land are permitted only after obtaining a special permit or special exception from a zoning commission, planning commission, combined planning and zoning commission or zoning board of appeals, whichever commission or board the regulations may, notwithstanding any special act to the contrary, designate, subject to standards set forth in the regulations and to conditions necessary to protect the public health, safety, convenience and property values. [Such regulations shall be]

(b) Zoning regulations adopted pursuant to subsection (a) of this section shall:

(1) Be made in accordance with a comprehensive plan and in [adopting such regulations the commission shall consider] consideration of the plan of conservation and development [prepared] adopted under section 8-23; [. Such regulations shall be]

(2) Be designed to (A) lessen congestion in the streets; [to] (B) secure safety from fire, panic, flood and other dangers; [to] (C) promote health and the general welfare; [to] (D) provide adequate light and air; [to prevent the overcrowding of land; to avoid undue concentration of population and to] (E) protect the state's historic, tribal, cultural and environmental resources; (F) facilitate the adequate provision for transportation, water, sewerage, schools, parks and other public requirements; [. Such regulations shall be made] (G) consider the impact of permitted land uses on contiguous municipalities and on the planning region, as defined in section 4-124i, in which such municipality is located; (H) address significant disparities in housing needs and access to educational, occupational and other opportunities; (I) promote efficient review of proposals and applications; and (J) affirmatively further the purposes of the federal Fair Housing Act, 42 USC 3601 et

Substitute House Bill No. 6107

seq., as amended from time to time;

(3) Be drafted with reasonable consideration as to the [character] physical site characteristics of the district and its peculiar suitability for particular uses and with a view to [conserving the value of buildings and] encouraging the most appropriate use of land throughout [such] a municipality; [. Such regulations may, to the extent consistent with soil types, terrain, infrastructure capacity and the plan of conservation and development for the community, provide for cluster development, as defined in section 8-18, in residential zones. Such regulations shall also encourage]

(4) Provide for the development of housing opportunities, including opportunities for multifamily dwellings, consistent with soil types, terrain and infrastructure capacity, for all residents of the municipality and the planning region in which the municipality is located, as designated by the Secretary of the Office of Policy and Management under section 16a-4a; [. Such regulations shall also promote]

(5) Promote housing choice and economic diversity in housing, including housing for both low and moderate income households; [, and shall encourage]

(6) Expressly allow the development of housing which will meet the housing needs identified in the state's consolidated plan for housing and community development prepared pursuant to section 8-37t and in the housing component and the other components of the state plan of conservation and development prepared pursuant to section 16a-26; [. Zoning regulations shall be]

(7) Be made with reasonable consideration for [their] the impact of such regulations on agriculture, as defined in subsection (q) of section 1-1; [.]

(8) Provide that proper provisions be made for soil erosion and

Substitute House Bill No. 6107

sediment control pursuant to section 22a-329;

(9) Be made with reasonable consideration for the protection of existing and potential public surface and ground drinking water supplies; and

(10) In any municipality that is contiguous to or on a navigable waterway draining to Long Island Sound, (A) be made with reasonable consideration for the restoration and protection of the ecosystem and habitat of Long Island Sound; (B) be designed to reduce hypoxia, pathogens, toxic contaminants and floatable debris on Long Island Sound; and (C) provide that such municipality's zoning commission consider the environmental impact on Long Island Sound coastal resources, as defined in section 22a-93, of any proposal for development.

(c) Zoning regulations adopted pursuant to subsection (a) of this section may: [be]

(1) To the extent consistent with soil types, terrain and water, sewer and traffic infrastructure capacity for the community, provide for or require cluster development, as defined in section 8-18;

(2) Be made with reasonable consideration for the protection of historic factors; [and shall be made with reasonable consideration for the protection of existing and potential public surface and ground drinking water supplies. On and after July 1, 1985, the regulations shall provide that proper provision be made for soil erosion and sediment control pursuant to section 22a-329. Such regulations may also encourage]

(3) Require or promote (A) energy-efficient patterns of development; [,] (B) the use of distributed generation or freestanding solar, wind and other renewable forms of energy; [,] (C) combined heat and power; and (D) energy conservation; [The regulations may also provide]

Substitute House Bill No. 6107

(4) Provide for incentives for developers who use [passive solar energy techniques, as defined in subsection (b) of section 8-25, in planning a residential subdivision development. The incentives may include, but not be] (A) solar and other renewable forms of energy; (B) combined heat and power; (C) water conservation, including demand offsets; and (D) energy conservation techniques, including, but not limited to, cluster development, higher density development and performance standards for roads, sidewalks and underground facilities in the subdivision; [Such regulations may provide]

(5) Provide for a municipal system for the creation of development rights and the permanent transfer of such development rights, which may include a system for the variance of density limits in connection with any such transfer; [Such regulations may also provide]

(6) Provide for notice requirements in addition to those required by this chapter; [Such regulations may provide]

(7) Provide for conditions on operations to collect spring water or well water, as defined in section 21a-150, including the time, place and manner of such operations; [No such regulations shall prohibit]

(8) Provide for floating zones, overlay zones and planned development districts;

(9) Require estimates of vehicle miles traveled and vehicle trips generated in lieu of, or in addition to, level of service traffic calculations to assess (A) the anticipated traffic impact of proposed developments; and (B) potential mitigation strategies such as reducing the amount of required parking for a development or requiring public sidewalks, crosswalks, bicycle paths, bicycle racks or bus shelters, including off-site; and

(10) In any municipality where a traprock ridge or an amphibolite ridge is located, (A) provide for development restrictions in ridgeline

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setback areas; and (B) restrict quarrying and clear cutting, except that the following operations and uses shall be permitted in ridgeline setback areas, as of right: (i) Emergency work necessary to protect life and property; (ii) any nonconforming uses that were in existence and that were approved on or before the effective date of regulations adopted pursuant to this section; and (iii) selective timbering, grazing of domesticated animals and passive recreation.

(d) Zoning regulations adopted pursuant to subsection (a) of this section shall not:

(1) Prohibit the operation of any family child care home or group child care home in a residential zone; [. No such regulations shall prohibit]

(2) (A) Prohibit the use of receptacles for the storage of items designated for recycling in accordance with section 22a-241b or require that such receptacles comply with provisions for bulk or lot area, or similar provisions, except provisions for side yards, rear yards and front yards; [. No such regulations shall] or (B) unreasonably restrict access to or the size of such receptacles for businesses, given the nature of the business and the volume of items designated for recycling in accordance with section 22a-241b, that such business produces in its normal course of business, provided nothing in this section shall be construed to prohibit such regulations from requiring the screening or buffering of such receptacles for aesthetic reasons; [. Such regulations shall not impose]

(3) Impose conditions and requirements on manufactured homes, including mobile manufactured homes, having as their narrowest dimension twenty-two feet or more and built in accordance with federal manufactured home construction and safety standards or on lots containing such manufactured homes, [which] including mobile manufactured home parks, if those conditions and requirements are

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substantially different from conditions and requirements imposed on (A) single-family dwellings; [and] (B) lots containing single-family dwellings; [. Such regulations shall not impose conditions and requirements on developments to be occupied by manufactured homes having as their narrowest dimension twenty-two feet or more and built in accordance with federal manufactured home construction and safety standards which are substantially different from conditions and requirements imposed on] or (C) multifamily dwellings, lots containing multifamily dwellings, cluster developments or planned unit developments; [. Such regulations shall not prohibit]

(4) (A) Prohibit the continuance of any nonconforming use, building or structure existing at the time of the adoption of such regulations; [or] (B) require a special permit or special exception for any such continuance; [. Such regulations shall not] (C) provide for the termination of any nonconforming use solely as a result of nonuse for a specified period of time without regard to the intent of the property owner to maintain that use; [. Such regulations shall not] or (D) terminate or deem abandoned a nonconforming use, building or structure unless the property owner of such use, building or structure voluntarily discontinues such use, building or structure and such discontinuance is accompanied by an intent to not reestablish such use, building or structure. The demolition or deconstruction of a nonconforming use, building or structure shall not by itself be evidence of such property owner's intent to not reestablish such use, building or structure; [. Unless such town opts out, in accordance with the provisions of subsection (j) of section 8-1bb, such regulations shall not prohibit]

(5) Prohibit the installation, in accordance with the provisions of section 8-1bb, as amended by this act, of temporary health care structures for use by mentally or physically impaired persons [in accordance with the provisions of section 8-1bb] if such structures

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comply with the provisions of said section, [.] unless the municipality opts out in accordance with the provisions of subsection (j) of said section;

(6) Prohibit the operation in a residential zone of any cottage food operation, as defined in section 21a-62b;

(7) Establish for any dwelling unit a minimum floor area that is greater than the minimum floor area set forth in the applicable building, housing or other code;

(8) Place a fixed numerical or percentage cap on the number of dwelling units that constitute multifamily housing over four units, middle housing or mixed-use development that may be permitted in the municipality;

(9) Require more than one parking space for each studio or one-bedroom dwelling unit or more than two parking spaces for each dwelling unit with two or more bedrooms, unless the municipality opts out in accordance with the provisions of section 5 of this act; or

(10) Be applied to deny any land use application, including for any site plan approval, special permit, special exception or other zoning approval, on the basis of (A) a district's character, unless such character is expressly articulated in such regulations by clear and explicit physical standards for site work and structures, or (B) the immutable characteristics, source of income or income level of any applicant or end user, other than age or disability whenever age-restricted or disability-restricted housing may be permitted.

(e) Any city, town or borough which adopts the provisions of this chapter may, by vote of its legislative body, exempt municipal property from the regulations prescribed by the zoning commission of such city, town or borough, [;] but unless it is so voted, municipal property shall be subject to such regulations.

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[(b) In any municipality that is contiguous to Long Island Sound the regulations adopted under this section shall be made with reasonable consideration for restoration and protection of the ecosystem and habitat of Long Island Sound and shall be designed to reduce hypoxia, pathogens, toxic contaminants and floatable debris in Long Island Sound. Such regulations shall provide that the commission consider the environmental impact on Long Island Sound of any proposal for development.

(c) In any municipality where a traprock ridge, as defined in section 8-1aa, or an amphibolite ridge, as defined in section 8-1aa, is located the regulations may provide for development restrictions in ridgeline setback areas, as defined in said section. The regulations may restrict quarrying and clear cutting, except that the following operations and uses shall be permitted in ridgeline setback areas, as of right: (1) Emergency work necessary to protect life and property; (2) any nonconforming uses that were in existence and that were approved on or before the effective date of regulations adopted under this section; and (3) selective timbering, grazing of domesticated animals and passive recreation.]

[(d)] (f) Any advertising sign or billboard that is not equipped with the ability to calibrate brightness or illumination shall be exempt from any municipal ordinance or regulation regulating such brightness or illumination that is adopted by a city, town or borough, pursuant to subsection (a) of this section, after the date of installation of such advertising sign or billboard. [pursuant to subsection (a) of this section.]

Sec. 5. (NEW) (*Effective October 1, 2021*) The zoning commission or combined planning and zoning commission, as applicable, of a municipality, by a two-thirds vote, may initiate the process by which such municipality opts out of the provision of subdivision (9) of subsection (d) of section 8-2 of the general statutes, as amended by this act, regarding limitations on parking spaces for dwelling units;

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provided such commission: (1) First holds a public hearing in accordance with the provisions of section 8-7d of the general statutes on such proposed opt-out, (2) affirmatively decides to opt out of the provision of said subsection within the period of time permitted under section 8-7d of the general statutes, (3) states upon its records the reasons for such decision, and (4) publishes notice of such decision in a newspaper having a substantial circulation in the municipality not later than fifteen days after such decision has been rendered. Thereafter, the municipality's legislative body or, in a municipality where the legislative body is a town meeting, its board of selectmen, by a two-thirds vote, may complete the process by which such municipality opts out of the provision of subsection (d) of section 8-2 of the general statutes, as amended by this act.

Sec. 6. (NEW) (*Effective January 1, 2022*) (a) Any zoning regulations adopted pursuant to section 8-2 of the general statutes, as amended by this act, shall:

(1) Designate locations or zoning districts within the municipality in which accessory apartments are allowed, provided at least one accessory apartment shall be allowed as of right on each lot that contains a single-family dwelling and no such accessory apartment shall be required to be an affordable accessory apartment;

(2) Allow accessory apartments to be attached to or located within the proposed or existing principal dwelling, or detached from the proposed or existing principal dwelling and located on the same lot as such dwelling;

(3) Set a maximum net floor area for an accessory apartment of not less than thirty per cent of the net floor area of the principal dwelling, or one thousand square feet, whichever is less, except that such regulations may allow a larger net floor area for such apartments;

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(4) Require setbacks, lot size and building frontage less than or equal to that which is required for the principal dwelling, and require lot coverage greater than or equal to that which is required for the principal dwelling;

(5) Provide for height, landscaping and architectural design standards that do not exceed any such standards as they are applied to single-family dwellings in the municipality;

(6) Be prohibited from requiring (A) a passageway between any such accessory apartment and any such principal dwelling, (B) an exterior door for any such accessory apartment, except as required by the applicable building or fire code, (C) any more than one parking space for any such accessory apartment, or fees in lieu of parking otherwise allowed by section 8-2c of the general statutes, (D) a familial, marital or employment relationship between occupants of the principal dwelling and accessory apartment, (E) a minimum age for occupants of the accessory apartment, (F) separate billing of utilities otherwise connected to, or used by, the principal dwelling unit, or (G) periodic renewals for permits for such accessory apartments; and

(7) Be interpreted and enforced such that nothing in this section shall be in derogation of (A) applicable building code requirements, (B) the ability of a municipality to prohibit or limit the use of accessory apartments for short-term rentals or vacation stays, or (C) other requirements where a well or private sewerage system is being used, provided approval for any such accessory apartment shall not be unreasonably withheld.

(b) The as of right permit application and review process for approval of accessory apartments shall require that a decision on any such application be rendered not later than sixty-five days after receipt of such application by the applicable zoning commission, except that an applicant may consent to one or more extensions of not more than an

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additional sixty-five days or may withdraw such application.

(c) A municipality shall not (1) condition the approval of an accessory apartment on the correction of a nonconforming use, structure or lot, or (2) require the installation of fire sprinklers in an accessory apartment if such sprinklers are not required for the principal dwelling located on the same lot or otherwise required by the fire code.

(d) A municipality, special district, sewer or water authority shall not (1) consider an accessory apartment to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless such accessory apartment was constructed with a new single-family dwelling on the same lot, or (2) require the installation of a new or separate utility connection directly to an accessory apartment or impose a related connection fee or capacity charge.

(e) If a municipality fails to adopt new regulations or amend existing regulations by January 1, 2023, for the purpose of complying with the provisions of subsections (a) to (d), inclusive, of this section, and unless such municipality opts out of the provisions of said subsections in accordance with the provisions of subsection (f) of this section, any noncompliant existing regulation shall become null and void and such municipality shall approve or deny applications for accessory apartments in accordance with the requirements for regulations set forth in the provisions of subsections (a) to (d), inclusive, of this section until such municipality adopts or amends a regulation in compliance with said subsections. A municipality may not use or impose additional standards beyond those set forth in subsections (a) to (d), inclusive, of this section.

(f) Notwithstanding the provisions of subsections (a) to (d), inclusive, of this section, the zoning commission or combined planning and zoning commission, as applicable, of a municipality, by a two-thirds

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vote, may initiate the process by which such municipality opts out of the provisions of said subsections regarding allowance of accessory apartments, provided such commission: (1) First holds a public hearing in accordance with the provisions of section 8-7d of the general statutes on such proposed opt-out, (2) affirmatively decides to opt out of the provisions of said subsections within the period of time permitted under section 8-7d of the general statutes, (3) states upon its records the reasons for such decision, and (4) publishes notice of such decision in a newspaper having a substantial circulation in the municipality not later than fifteen days after such decision has been rendered. Thereafter, the municipality's legislative body or, in a municipality where the legislative body is a town meeting, its board of selectmen, by a two-thirds vote, may complete the process by which such municipality opts out of the provisions of subsections (a) to (d), inclusive, of this section, except that, on and after January 1, 2023, no municipality may opt out of the provisions of said subsections.

Sec. 7. Subsection (k) of section 8-30g of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(k) The affordable housing appeals procedure established under this section shall not be available if the real property which is the subject of the application is located in a municipality in which at least ten per cent of all dwelling units in the municipality are (1) assisted housing, (2) currently financed by Connecticut Housing Finance Authority mortgages, (3) subject to binding recorded deeds containing covenants or restrictions which require that such dwelling units be sold or rented at, or below, prices which will preserve the units as housing for which persons and families pay thirty per cent or less of income, where such income is less than or equal to eighty per cent of the median income, (4) mobile manufactured homes located in mobile manufactured home parks or legally approved accessory apartments, which homes or

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apartments are subject to binding recorded deeds containing covenants or restrictions which require that such dwelling units be sold or rented at, or below, prices which will preserve the units as housing for which, for a period of not less than ten years, persons and families pay thirty per cent or less of income, where such income is less than or equal to eighty per cent of the median income, or (5) mobile manufactured homes located in resident-owned mobile manufactured home parks. For the purposes of calculating the total number of dwelling units in a municipality, accessory apartments built or permitted after January 1, 2022, but that are not described in subdivision (4) of this subsection, shall not be counted toward such total number. The municipalities meeting the criteria set forth in this subsection shall be listed in the report submitted under section 8-37qqq. As used in this subsection, "accessory apartment" [means a separate living unit that (A) is attached to the main living unit of a house, which house has the external appearance of a single-family residence, (B) has a full kitchen, (C) has a square footage that is not more than thirty per cent of the total square footage of the house, (D) has an internal doorway connecting to the main living unit of the house, (E) is not billed separately from such main living unit for utilities, and (F) complies with the building code and health and safety regulations] has the same meaning as provided in section 8-1a, as amended by this act, and "resident-owned mobile manufactured home park" means a mobile manufactured home park consisting of mobile manufactured homes located on land that is deed restricted, and, at the time of issuance of a loan for the purchase of such land, such loan required seventy-five per cent of the units to be leased to persons with incomes equal to or less than eighty per cent of the median income, and either [(i)] (A) forty per cent of said seventy-five per cent to be leased to persons with incomes equal to or less than sixty per cent of the median income, or [(ii)] (B) twenty per cent of said seventy-five per cent to be leased to persons with incomes equal to or less than fifty per cent of the median income.

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Sec. 8. Subsection (e) of section 8-3 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(e) (1) The zoning commission shall provide for the manner in which the zoning regulations shall be enforced, except that any person appointed as a zoning enforcement officer on or after January 1, 2023, shall be certified in accordance with the provisions of subdivision (2) of this subsection.

(2) Beginning January 1, 2023, and annually thereafter, each person appointed as a zoning enforcement officer shall obtain certification from the Connecticut Association of Zoning Enforcement Officials and maintain such certification for the duration of employment as a zoning enforcement officer.

Sec. 9. (NEW) (*Effective from passage*) (a) On and after January 1, 2023, each member of a municipal planning commission, zoning commission, combined planning and zoning commission and zoning board of appeals shall complete at least four hours of training. Any such member serving on any such commission or board as of January 1, 2023, shall complete such initial training by January 1, 2024, and shall complete any subsequent training every other year thereafter. Any such member not serving on any such commission or board as of January 1, 2023, shall complete such initial training not later than one year after such member's election or appointment to such commission or board and shall complete any subsequent training every other year thereafter. Such training shall include at least one hour concerning affordable and fair housing policies and may also consist of (1) process and procedural matters, including the conduct of effective meetings and public hearings and the Freedom of Information Act, as defined in section 1-200 of the general statutes, (2) the interpretation of site plans, surveys, maps and architectural conventions, and (3) the impact of zoning on the environment, agriculture and historic resources.

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(b) Not later than January 1, 2022, the Secretary of the Office of Policy and Management shall establish guidelines for such training in collaboration with land use training providers, including, but not limited to, the Connecticut Association of Zoning Enforcement Officials, the Connecticut Conference of Municipalities, the Connecticut Chapter of the American Planning Association, the Land Use Academy at the Center for Land Use Education and Research at The University of Connecticut, the Connecticut Bar Association, regional councils of governments and other nonprofit or educational institutions that provide land use training, except that if the secretary fails to establish such guidelines, such land use training providers may create and administer appropriate training for members of commissions and boards described in subsection (a) of this section, which may be used by such members for the purpose of complying with the provisions of said subsection.

(c) Not later than March 1, 2024, and annually thereafter, the planning commission, zoning commission, combined planning and zoning commission and zoning board of appeals, as applicable, in each municipality shall submit a statement to such municipality's legislative body or, in a municipality where the legislative body is a town meeting, its board of selectmen, affirming compliance with the training requirement established pursuant to subsection (a) of this section by each member of such commission or board required to complete such training in the calendar year ending the preceding December thirty-first.

Sec. 10. Section 7-245 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

For the purposes of this chapter: (1) "Acquire a sewerage system" means obtain title to all or any part of a sewerage system or any interest therein by purchase, condemnation, grant, gift, lease, rental or otherwise; (2) "alternative sewage treatment system" means a sewage treatment system serving one or more buildings that utilizes a method

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of treatment other than a subsurface sewage disposal system and that involves a discharge to the groundwaters of the state; (3) "community sewerage system" means any sewerage system serving two or more residences in separate structures which is not connected to a municipal sewerage system or which is connected to a municipal sewerage system as a distinct and separately managed district or segment of such system, but does not include any sewerage system serving only a principal dwelling unit and an accessory apartment, as defined in section 8-1a, as amended by this act, located on the same lot; (4) "construct a sewerage system" means to acquire land, easements, rights-of-way or any other real or personal property or any interest therein, plan, construct, reconstruct, equip, extend and enlarge all or any part of a sewerage system; (5) "decentralized system" means managed subsurface sewage disposal systems, managed alternative sewage treatment systems or community sewerage systems that discharge sewage flows of less than five thousand gallons per day, are used to collect and treat domestic sewage, and involve a discharge to the groundwaters of the state from areas of a municipality; (6) "decentralized wastewater management district" means areas of a municipality designated by the municipality through a municipal ordinance when an engineering report has determined that the existing subsurface sewage disposal systems may be detrimental to public health or the environment and that decentralized systems are required and such report is approved by the Commissioner of Energy and Environmental Protection with concurring approval by the Commissioner of Public Health, after consultation with the local director of health; (7) "municipality" means any metropolitan district, town, consolidated town and city, consolidated town and borough, city, borough, village, fire and sewer district, sewer district and each municipal organization having authority to levy and collect taxes; (8) "operate a sewerage system" means own, use, equip, reequip, repair, maintain, supervise, manage, operate and perform any act pertinent to the collection, transportation and disposal of sewage; (9) "person" means any person, partnership,

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corporation, limited liability company, association or public agency; (10) "remediation standards" means pollutant limits, performance requirements, design parameters or technical standards for application to existing sewage discharges in a decentralized wastewater management district for the improvement of wastewater treatment to protect public health and the environment; (11) "sewage" means any substance, liquid or solid, which may contaminate or pollute or affect the cleanliness or purity of any water; and (12) "sewerage system" means any device, equipment, appurtenance, facility and method for collecting, transporting, receiving, treating, disposing of or discharging sewage, including, but not limited to, decentralized systems within a decentralized wastewater management district when such district is established by municipal ordinance pursuant to section 7-247.

Sec. 11. Subsection (b) of section 7-246 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2021*):

(b) Each municipal water pollution control authority designated in accordance with this section may prepare and periodically update a water pollution control plan for the municipality. Such plan shall designate and delineate the boundary of: (1) Areas served by any municipal sewerage system; (2) areas where municipal sewerage facilities are planned and the schedule of design and construction anticipated or proposed; (3) areas where sewers are to be avoided; (4) areas served by any community sewerage system not owned by a municipality; (5) areas to be served by any proposed community sewerage system not owned by a municipality; and (6) areas to be designated as decentralized wastewater management districts. Such plan may designate and delineate specific allocations of capacity to serve areas that are able to be developed for residential or mixed-use buildings containing four or more dwelling units. Such plan shall also describe the means by which municipal programs are being carried out

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to avoid community pollution problems and describe any programs wherein the local director of health manages subsurface sewage disposal systems. The authority shall file a copy of the plan and any periodic updates of such plan with the Commissioner of Energy and Environmental Protection and shall manage or ensure the effective supervision, management, control, operation and maintenance of any community sewerage system or decentralized wastewater management district not owned by a municipality.

Sec. 12. Section 8-30j of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) (1) [At] Not later than June 1, 2022, and at least once every five years thereafter, each municipality shall prepare or amend and adopt an affordable housing plan for the municipality and shall submit a copy of such plan to the Secretary of the Office of Policy and Management, who shall post such plan on the Internet web site of said office. Such plan shall specify how the municipality intends to increase the number of affordable housing developments in the municipality.

(2) If, at the same time the municipality is required to submit to the Secretary of the Office of Policy and Management an affordable housing plan pursuant to subdivision (1) of this subsection, the municipality is also required to submit to the secretary a plan of conservation and development pursuant to section 8-23, such affordable housing plan may be included as part of such plan of conservation and development. The municipality may, to coincide with its submission to the secretary of a plan of conservation and development, submit to the secretary an affordable housing plan early, provided the municipality's next such submission of an affordable housing plan shall be five years thereafter.

(b) The municipality may hold public informational meetings or organize other activities to inform residents about the process of preparing the plan and shall post a copy of any draft plan or amendment

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to such plan on the Internet web site of the municipality. If the municipality holds a public hearing, such posting shall occur at least thirty-five days prior to the public hearing. [on the adoption, the municipality shall file in the office of the town clerk of such municipality a copy of such draft plan or any amendments to the plan, and if applicable, post such draft plan on the Internet web site of the municipality.] After adoption of the plan, the municipality shall file the final plan in the office of the town clerk of such municipality and [, if applicable,] post the plan on the Internet web site of the municipality.

(c) Following adoption, the municipality shall regularly review and maintain such plan. The municipality may adopt such geographical, functional or other amendments to the plan or parts of the plan, in accordance with the provisions of this section, as it deems necessary. If the municipality fails to amend and submit to the Secretary of the Office of Policy and Management such plan every five years, the chief elected official of the municipality shall submit a letter to the [Commissioner of Housing] secretary that (1) explains why such plan was not amended, and (2) designates a date by which an amended plan shall be submitted.

Sec. 13. (*Effective from passage*) (a) There is established a Commission on Connecticut's Development and Future within the Legislative Department, which shall evaluate policies related to land use, conservation, housing affordability and infrastructure.

(b) The commission shall consist of the following members:

(1) Two appointed by the speaker of the House of Representatives, one of whom is a member of the General Assembly not described in subdivision (7), (8), (9) or (10) of this subsection and one of whom is a representative of a municipal advocacy organization;

(2) Two appointed by the president pro tempore of the Senate, one of whom is a member of the General Assembly not described in

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subdivision (7), (8), (9) or (10) of this subsection and one of whom has expertise in state or local planning;

(3) Two appointed by the majority leader of the House of Representatives, one of whom has expertise in state affordable housing policy and one of whom represents a town with a population of greater than thirty thousand but less than seventy-five thousand;

(4) Two appointed by the majority leader of the Senate, one of whom has expertise in zoning policy and one of whom has expertise in community development policy;

(5) Two appointed by the minority leader of the House of Representatives, one of whom has expertise in environmental policy and one of whom is a representative of a municipal advocacy organization;

(6) Two appointed by the minority leader of the Senate, one of whom has expertise in homebuilding and one of whom is a representative of the Connecticut Association of Councils of Governments;

(7) The chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters relating to planning and development;

(8) The chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters relating to the environment;

(9) The chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters relating to housing;

(10) The chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters

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relating to transportation;

(11) Two appointed by the Governor, one of whom is an attorney with expertise in planning and zoning and one of whom has expertise in fair housing;

(12) The Secretary of the Office of Policy and Management;

(13) The Commissioner of Administrative Services, or the commissioner's designee;

(14) The Commissioner of Economic and Community Development, or the commissioner's designee;

(15) The Commissioner of Energy and Environmental Protection, or the commissioner's designee;

(16) The Commissioner of Housing, or the commissioner's designee; and

(17) The Commissioner of Transportation, or the commissioner's designee.

(c) Appointing authorities, in cooperation with one another, shall make a good faith effort to ensure that, to the extent possible, the membership of the commission closely reflects the gender and racial diversity of the state. Members of the commission shall serve without compensation, except for necessary expenses incurred in the performance of their duties. Any vacancy shall be filled by the appointing authority.

(d) The speaker of the House of Representatives and the president pro tempore of the Senate shall jointly select one of the members of the General Assembly described in subdivision (1) or (2) of subsection (b) of this section to serve as one cochairperson of the commission. The Secretary of the Office of Policy and Management shall serve as the other

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cochairperson of the commission. Such cochairpersons shall schedule the first meeting of the commission.

(e) The commission may accept administrative support and technical and research assistance from outside organizations and employees of the Joint Committee on Legislative Management. The cochairpersons may establish, as needed, working groups consisting of commission members and nonmembers and may designate a chairperson of each such working group.

(f) (1) Except as provided in subdivision (2) of this subsection, not later than January 1, 2022, and not later than January 1, 2023, the commission shall submit a report to the joint standing committees of the General Assembly having cognizance of matters relating to planning and development, environment, housing and transportation and to the Secretary of the Office of Policy and Management, in accordance with the provisions of section 11-4a of the general statutes, regarding the following:

(A) Any recommendations for statutory changes concerning the process for developing, adopting and implementing the state plan of conservation and development;

(B) Any recommendations for (i) statutory changes concerning the process for developing and adopting the state's consolidated plan for housing and community development prepared pursuant to section 8-37t of the general statutes, and (ii) implementation of such plan;

(C) Any recommendations (i) for guidelines and incentives for compliance with (I) the requirements for affordable housing plans prepared pursuant to section 8-30j of the general statutes, as amended by this act, and (II) subdivisions (4) to (6), inclusive, of subsection (b) of section 8-2 of the general statutes, as amended by this act, and (ii) as to how such compliance should be determined, as well as the form and

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manner in which evidence of such compliance should be demonstrated. Nothing in this subparagraph may be construed as permitting any municipality to delay the preparation or amendment and adoption of an affordable housing plan, and the submission of a copy of such plan to the Secretary of the Office of Policy and Management, beyond the date set forth in subsection (a) of section 8-30j of the general statutes, as amended by this act;

(D) (i) Existing categories of discharge that constitute (I) alternative on-site sewage treatment systems, as described in section 19a-35a of the general statutes, (II) subsurface community sewerage systems, as described in section 22a-430 of the general statutes, and (III) decentralized systems, as defined in section 7-245 of the general statutes, as amended by this act, (ii) current administrative jurisdiction to issue or deny permits and approvals for such systems, with reference to daily capacities of such systems, and (iii) the potential impacts of increasing the daily capacities of such systems, including changes in administrative jurisdiction over such systems and the timeframe for adoption of regulations to implement any such changes in administrative jurisdiction; and

(E) (i) Development of model design guidelines for both buildings and context-appropriate streets that municipalities may adopt, in whole or in part, as part of their zoning or subdivision regulations, which guidelines shall (I) identify common architectural and site design features of building types used in urban, suburban and rural communities throughout this state, (II) create a catalogue of common building types, particularly those typically associated with housing, (III) establish reasonable and cost-effective design review standards for approval of common building types, accounting for topography, geology, climate change and infrastructure capacity, (IV) establish procedures for expediting the approval of buildings or streets that satisfy such design review standards, whether for zoning or subdivision

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regulations, and (V) create a design manual for context-appropriate streets that complement common building types, and (ii) development and implementation by the regional councils of governments of an education and training program for the delivery of such model design guidelines for both buildings and context-appropriate streets.

(2) If the commission is unable to meet the January 1, 2022, deadline set forth in subdivision (1) of this subsection for the submission of the report described in said subdivision, the cochairpersons shall request from the speaker of the House of Representatives and president pro tempore of the Senate an extension of time for such submission and shall submit an interim report.

(3) The commission shall terminate on the date it submits its final report or January 1, 2023, whichever is later.

Approved June 10, 2021

**TOWN PLAN AND ZONING COMMISSION
TOWN OF FAIRFIELD
MINUTES OF MEETING – FEBRUARY 8, 2022**

The Town Plan and Zoning Commission held a Meeting at 6:30 p.m., on Tuesday, February 8, 2022. The Town conducted this meeting via WEBEX

Members Present: Tommy Noonan, Chairman; Lenny Braman, Vice Chairman; Meg Francis, Secretary; Kathy Braun; Dan Ford; Alexis Harrison; Steve Levy

Alternate Members Present: Sarah Keitt

Town Department Members Present: Jim Wendt, Planning Director
Emmeline Harrigan, Asst. Planning Director
Josephine Keogh, Clerk

Meeting Minutes Motion was made by Ms. Francis, seconded by Ms. Harrison and members present unanimously **VOTED TO APPROVE** the Meeting Minutes of January 25, 2022.

2780 Redding Road Motion was made by Mr. Levy, seconded by Ms. Braun and members present unanimously **VOTED TO APPROVE** the request of Atty. John Fallon for a 90-day extension for recording final Subdivision Map for to May 7, 2022.

2-6 Beacon Square Motion was made by Mr. Levy, seconded by Ms. Francis and members present unanimously **VOTED TO RECOMMEND TO PUBLIC HEARING** the Zoning Compliance Application of Beacon Square Properties, LLC pertaining to a 26-unit residential development, pursuant to Section 8-30g of the Connecticut General Statutes. Res. R-3 Zone

855 Stillson Road Motion was made by Mr. Braman, seconded by Mr. Ford and members present unanimously **VOTED TO RECOMMEND TO PUBLIC HEARING** the Subdivision application of 855 Stillson Road, LLC for two (2) lots in an A Zone.

1609 Fairfield Beach Road Motion was made by Mr. Levy, seconded by Ms. Francis and members present unanimously **VOTED TO RECOMMEND TO PUBLIC HEARING** the Special Exception and Coastal Site Plan application of Gregory Sargent pertaining to the demolition and reconstruction of a single family dwelling. Beach District

Zoning Regulations Amendment Motion was made by Ms. Braun, seconded by Mr. Mr. Braman and members present unanimously **VOTED TO APPROVE** the Application of 1401 King, LLC to amend Section 13.14.2 of the Zoning Regulations (permitted uses in the Transit Oriented Development Park) to allow dog day care uses to include overnight boarding, day care, grooming and training with the following modifications:

13.14.2: Dog day care uses, to include pet services such as overnight boarding, day care, grooming, and training provided that the applicant shall demonstrate all reasonable efforts to prevent any unreasonable offensive odor or excessively loud noise to emanate outside of the premises and to establish an effective protocol for waste removal.

To quantify performance compliance under this section the instantaneous maximum (Lmax, fast response) from operations (including dogs barking) shall not exceed the average (Leq) within the adjacent spaces by more than 4 dBA or 7 dBC. When average sound levels of adjacent spaces are not measured, the noise level from operations shall not exceed an instantaneous (Lmax, fast response) within the adjacent space of 40 dBA / 60 dBC for adjacent residential spaces and 45 dBA / 60dBC for adjacent commercial spaces.

1401 Kings Highway Motion was made by Mr. Braman, seconded by Ms. Braun and members present unanimously **VOTED TO APPROVE** Zoning Compliance Application of 1401 King, LLC to establish a dog day care, overnight boarding, grooming and training use in a portion of an existing building. Des Comm. Dist./TODP

Zoning Regulation Amendment Motion was made by Ms. Harrison, seconded by Mr. Braman and members present unanimously **VOTED TO APPROVE** the Application of the Town Plan and Zoning Commission to amend Section 2.4 of the Zoning Regulations (Prohibited Uses) of proposed prohibition of Cannabis Establishments.

2.4.1 Cannabis Establishments, including any related buildings, structures and uses, are prohibited in all zones in the Town of Fairfield. Cannabis establishments are defined as a producer, dispensary facility (including a Medical Marijuana Dispensary), cultivator, micro-cultivator, retailer, hybrid retailer (i.e., licensed to sell both recreational cannabis and medical marijuana), cannabis food and beverage manufacturer, cannabis product manufacturer, and/or cannabis product packager. Notwithstanding the foregoing, the prohibition of Cannabis Establishments will expire and terminate on February 28, 2023 unless otherwise extended by the Plan and Zoning Commission.

Zoning Regulation Amendment Motion was made by Ms. Braun, seconded by Ms. Harrison and members present unanimously **VOTED TO APPROVE** the Application of the Town Plan and Zoning Commission to opt-out of State mandated parking regulations. Pursuant to Public Act 21-29.

Zoning Regulation Amendment Motion was made by Mr. Braman, seconded by Ms. Francis, and members present **VOTED TO TABLE** the Application of the Town Plan and Zoning Commission to amend Section 6.0 of the Zoning Regulations (Accessory Apartments) and proposed opt-out of State mandated language.

For Motion: Noonan, Braman, Levy, Ford
Against Motion: Harrison, Braun, Francis

Zoning Regulation Amendment Motion was made by Ms. Braun, seconded by Mr. Ford and members present unanimously **VOTED TO APPROVE** the Application of the Town Plan and Zoning Commission to amend Section 2.12 (Flood Management) and Section 32.0 (Flood Protection).

2.12 Flood Management

The Legislature of the State of Connecticut has in Title 7, Chapter 98, Section 7-148(c)(7)(A) and in Title 8, Chapter 124, Section 8-2 of the General Statutes delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. The flood hazard areas of Fairfield are subject to periodic flood inundation which results in the loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

The Town of Fairfield has voluntarily participated in the National Flood Insurance Program (NFIP) since 1978. The NFIP is founded on a mutual agreement between the federal government and each participating community. Local, state and federal governments must share roles and responsibilities to meet the goals and objectives of the NFIP. The community's role is of paramount importance. Property owners are able to receive federally- subsidized flood insurance only if the community enacts and enforces the minimum floodplain regulations required for participation in the NFIP.

All property and structures located within an area of special flood hazard shall be subject to the provisions of Section 32.0 of the Zoning Regulations pertaining to Flood Plain Management requirements.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study (FIS) for Fairfield County, Connecticut dated July 8, 2013, and accompanying Flood Insurance Rate Maps (FIRM) dated July 8, 2013, (Panels 09001C0418G, 09001C0419G, 09001C0438G, 09001C0556G, 090010557G) and June 18, 2010 (Panels 09001C0404F, 09001C0406F, 09001C0407F, 09001C0408F, 09001C0409F, 09001C0412F, 09001C0416F, 09001C0417F, 09001C0426F, 09001C0428F, 09001C0437F), and other supporting data applicable to the Town of Fairfield and any subsequent revisions thereto, are adopted by reference and declared to be a part of this regulation. Since mapping is legally adopted by reference into this regulation it must take precedence when more restrictive until such time as a map amendment or map revision is obtained from FEMA. The area of special flood hazard includes any area shown on the FIRM as Zones A, AE, and VE, including

areas designated as a floodway on a FIRM. Zone VE are also identified as a Coastal High Hazard Area. Areas of special flood hazard are determined utilizing the base flood elevations (BFE) provided on the flood profiles in the Flood Insurance Study (FIS) for a community. BFEs provided on a Flood Insurance Rate Map (FIRM) are only approximate (rounded up or down) and should be verified with the BFEs published in the FIS and FIRM are on file in the Plan & Zoning Department.

SECTION 32.0 - FLOOD PROTECTION

32.0 General **The underlying purpose of the floodplain management regulations is to protect the public health, safety, and general welfare and to minimize the harmful impacts of flooding upon the community in specific areas by provisions designed:**

- i. **To protect human life and health, and prevent damage to property;**
- ii. **To minimize expenditure of public funds for costly flood control projects;**
- iii. **To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;**
- iv. **To minimize prolonged business interruptions and other economic disruptions by requiring that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;**
- v. **To minimize damage to public facilities, infrastructure and utilities, such as water and gas mains, electric, telephone and sewer lines, and streets and bridges, located in the floodplain;**
- vi. **To help maintain a stable tax base by providing for the sound use and development of flood hazard areas in such a manner as to minimize flood damage;**
- vii. **To insure that potential buyers are notified that property is in a flood hazard area;**
- viii. **To prevent increases in flood heights that could further increase flood damage by limiting alteration to natural floodplains, stream channels, and natural protective barriers that are involved in the accommodation of flood waters;**
- ix. **To ensure that activities such as filing, grading, dredging and other development that may create obstructions to flow do not increase erosion or flood damage, or divert flood waters onto adjacent properties.**

Proposed uses, buildings, structures, in flood prone areas as delineated on the Flood Insurance Rate Map shall conform to the following standards:

32.1 In all special flood hazard areas, designated A, AE, Coastal AE, and VE Zones, the following provisions shall apply:

- a. Proposed development shall be reviewed to assure that all necessary federal, state, and local permits have been received, including those from governmental agencies where approval is required by the Federal Water Pollution Control Act. Proposed development shall be reviewed to determine whether proposed building sites will be reasonably safe from flooding.
- b. All proposed developments shall include within such proposals base flood elevation data.
- c. Permits shall be required for all new construction, substantial improvements, including the placement of prefabricated buildings, and other development and shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure, be constructed with materials resistant to flood damage, and be constructed by methods and practices that minimize flood damage. Plans shall be designed and certified for flood compliance by a CT registered architect and/or engineer.
- d. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- e. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of the flood waters into the systems and discharges from the system into flood waters and on-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- f. The bottom of all electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Electric utility meters and service panels shall be elevated to (1) foot above the base flood elevation (BFE) and located with a landing or deck area of minimum 3' x 3' dimension that has unrestricted stair or ladder access.

Any HVAC, generator, or utility meter platforms, in addition to being (1) foot above BFE must also meet the required setbacks and lot coverage requirements of the underlying zone. In the VE zone, gas meters must be mounted on the rear side of a pier or column protected from the directional wave action flow. Systems, fixtures, equipment and components shall not be mounted on or penetrate through breakaway walls intended to fail under flood loads. Electrical wiring systems that must be located below the BFE plus

1.0 foot shall conform to the standards for wet locations, as well as not be located on breakaway walls.

- g. Above-ground storage tanks (oil, propane, etc.) which are located outside or inside of the structure must either be elevated at least (1) foot above the base flood elevation (BFE) on a concrete pad, or be securely anchored with tie-down straps to prevent flotation or lateral movement, have the top of the fill pipe/vent extended at least (1) one foot above the BFE, and have a screw fill cap that does not allow for the infiltration of flood water. No underground tanks are permitted.
- h. If any portion of a structure lies within the Special Flood Hazard Area (SFHA), the entire structure is considered to be in the SFHA. The entire structure must meet the construction requirements of the flood zone. The structure includes any attached additions, garages, docks, sunrooms, or any other structure attached to the main structure. Decks or porches that extend into a more restrictive flood zone will require the entire structure to meet the standards of the more restrictive zone.
- i. If a structure lies within two or more flood zones, the construction standards of the most restrictive zone apply to the entire structure (i.e., V zone is more restrictive than A zone; structure must be built to the highest BFE). The structure includes any attached additions, garages, decks, sunrooms, or any other structure attached to the main structure. (Decks or porches that extend into a more restrictive zone will require the entire structure to meet the requirements of the more restrictive zone.)
- j. **If the Town acquires data or studies that changes the base flood elevation within a FEMA mapped Special Flood Hazard Area (SFHA) and/or floodway boundaries, such information shall be submitted to FEMA within six months after such data and information becomes available. Such data and information may include that which is necessary to maintain or modify FIRMs, including hydrologic and hydraulic engineering analyses prepared for flood zone areas within the Town of Fairfield.**

32.2 In all special flood hazard areas designated as A Zones, the following shall additionally apply:

- a. The Zoning Enforcement Officer shall obtain, review and reasonably utilize any base flood elevation, limit of moderate wave action (LiMWA) boundary line, and floodway date available from a Federal, State or other source, as criteria for requiring that new construction, substantial improvements, or other development in Zone A have the lowest floor, including basement, elevated to (1) one foot or more above the base flood elevation and all new construction and substantial improvements of non-residential structures have the lowest floor, including basement, elevated or flood proofed to (1) one foot or more above the base flood elevation.
- b. For the purpose of the determination of applicable flood insurance risk premium rates, the applicant shall provide the elevation in relation to mean sea level, of the lowest floor, including basement, of all new or substantially improved structures and whether or not

such structures contain a basement; obtain, if the structure has been flood proofed, the elevation, in relation to mean sea level, to which the structure was flood proofed, and a record of all such information shall be maintained with the Zoning Enforcement Officer. Upon completion of the applicable portion of construction, the applicant shall provide the Zoning Enforcement Officer verification of the as-built lowest floor elevation and utility elevation or in the case of flood proofed buildings, the elevation to which the flood proofing is effective.

- c. In riverine situations, the applicant shall notify adjacent communities and the Connecticut Department of Environmental Protection prior to any alteration or relocation of a watercourse and submit copies of such notifications to the Zoning Enforcement Officer and Federal Emergency Management Agency.
- d. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- e. Manufactured Homes and Manufactured Home Parks and Subdivisions are prohibited in all flood hazard areas, designated Zones A, AE and VE.

32.3 In all special flood hazard areas designated as Zones A and AE, the Following additionally shall apply;

- a. All new construction, substantial improvements and repair to structures that have sustained substantial damage which are residential structures shall have the lowest floor, including basement, and associated utilities elevated to (1) one foot or more above the base flood level.
- b. All new construction, substantial improvements, and repair to structures that have sustained substantial damage which are non-residential structures, shall have the lowest floor, including basement, elevated to (1) foot or more above the base flood level, or together with attendant utility and sanitary facilities, be designed to be dry flood-proofed so that below one foot above the base flood level the structure is water tight with walls substantially impermeable to the passage of water, and with structural components having the capability of resisting hydrostatic, and hydrodynamic loads, and effects of buoyancy.
- c. Where flood proofing is utilized for a particular **non-residential** structure in accordance with paragraph 32.3b of this section, a Connecticut registered professional engineer or architect **shall review and/or develop structural design specifications and plans for the construction and** shall certify that the flood proofing methods are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood. ~~and a record of such certificate indicating the specific elevation, in relation to mean sea level, to which such structures are flood proofed shall be maintained with the Zoning Enforcement Officer.~~ **Such certification shall be provided to the Floodplain Administrator on the FEMA Floodproofing Certificate, FEMA Form 086-0-34.**

- d. For all new construction, substantial improvements, and repair to structures that have sustained substantial damage, fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a CT registered professional engineer or architect or must meet or exceed the following minimum criteria:

A minimum of two openings having a total net area of not less than one square inch for every square foot (measured to the exterior enclosure walls) of each enclosed area shall be provided. Flood openings shall be provided on at least two separate enclosure walls and if the structure has more than one enclosed area, openings must be installed in the exterior walls of each enclosed area so that flood waters can enter directly from the outside. Garage doors do not meet the flood vent requirements unless equipped with flood openings. The bottom of all openings shall be no higher than one foot above original exterior grade. Openings shall be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters. Fully enclosed areas below the BFE within the AE zone area are limited to building access only, cannot exceed 299 square feet in size and shall be constructed of flood resistant materials per FEMA Technical Bulletin 2, Flood Damage-Resistant Requirements. Enclosures below 1.0 foot above the BFE can only be used for vehicle parking, building access, or limited storage and are prohibited for use as living area.

- e. Recreational vehicles placed on sites within Zones A, AE, VE shall either (1) be on the site for fewer than 180 consecutive days, (2) be fully licensed and ready for highway use, (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions) or (3) meet all the general standards of Section 32.1 and the elevation and anchoring requirements of Section 32.3 for A or AE Zones or 32.5 for VE Zone.
- f. Equal Conveyance. Within the floodplain, except those areas which are tidally influenced, as designated on the Flood Insurance Rate Map (FIRM) for the community, encroachments resulting from filling, new construction or substantial improvements involving an increase in footprint of the structure, are prohibited unless the applicant provides certification by a registered professional engineer demonstrating, with supporting hydrologic and hydraulic analyses performed in accordance with standard engineering practice, that such encroachments shall not result in any (0.00 feet) increase in flood levels (base flood elevation). Work within the floodplain and the land adjacent to the floodplain, including work to provide compensatory storage shall not be constructed in such a way so as to cause an increase in flood stage or flood velocity.
- g. Compensatory Storage. The water holding capacity of the floodplain, except those areas which are tidally influenced, shall not be reduced. Any reduction caused by filling, new construction or substantial improvements involving an increase in footprint to the structure, shall be compensated for by deepening and/or widening of the floodplain. Storage shall be provided on-site, unless easements have been gained from adjacent

property owners; it shall be provided within the same hydraulic reach and a volume not previously used for flood storage; it shall be hydraulically comparable and incrementally equal to the theoretical volume of flood water at each elevation, up to and including the 100-year flood elevation, which would be displaced by the proposed project. Such compensatory volume shall have an unrestricted hydraulic connection to the same waterway or water body. Compensatory storage can be provided off-site if approved by the municipality.

32.4 In the floodway as delineated on the Flood Insurance Rate Map, any encroachments, including fill, new construction, substantial improvements, and other development that would result in any 0.00 feet increase in flood levels within the community during the occurrence of the base flood discharge shall be prohibited. The provision of proof that there shall be no (0.00 feet) increase in flood discharge due to the proposed construction or encroachment shall be the responsibility of the applicant and shall be based on hydrologic and hydraulic studies, performed in accordance with standard engineering practice, and certification, with supporting technical data, by a Connecticut Registered Professional Engineer. Buildings and structures meeting the standard above and located in whole or in part in the floodway shall be designed and constructed in accordance with ASCE 24. Fences in the floodway must be aligned with the flow and be of an open design.

- a. The Town may request floodway data of an applicant for watercourses without FEMA-published floodways. When such data are available from any other source (in response to the Town's request or otherwise), the Town shall designate regulatory floodway based on the principle that the floodway must be able to convey the waters of the base flood without increasing the elevation more than one (1) foot at any point along the watercourse.
- b. In "A" zones where base flood elevations have been determined but before a floodway is designated, no new construction, substantial improvement, or other development (including fill) shall be permitted which will increase base flood elevation more than one (1) foot any point along the watercourse when all anticipated development is considered cumulatively with the proposed development.

32.5 In the coastal high hazard zones, designated as VE and the Coastal AE (LiMWA), the following provisions shall additionally apply:

- a. The applicant shall obtain the elevation, in relation to mean sea level, of the bottom of the lowest structural member of the lowest floor, excluding pilings or columns of all new and substantially improved structures, and whether or not such structures contain a basement. A record of all such information shall be maintained with the Zoning Enforcement Officer.
- b. All new construction shall be located landward of the reach of mean high tide with the exception of accessory uses that include ~~boat houses~~, landings, docks and piers.

- c. All new construction, substantial improvements, and repair to structures that have sustained substantial damage shall be elevated on adequately anchored pilings or columns, designed not to exceed a maximum 30" x 30" dimension including any cladding material, and securely anchored to such piles, and columns so that the lowest horizontal structural member, excluding piles or columns, is elevated to (1.1) one point one foot or more above the base flood level. Any pier or column section which exceeds the maximum dimension shall be oriented parallel to direction of wave flow and shall achieve a design that provides greater free of obstruction area with a smaller number of structural supports than the maximum 30" x 30" design. A CT registered professional engineer or architect shall certify that the structure is securely anchored to adequately anchored pilings or columns in order to withstand velocity waters and hurricane wave wash, and the space beneath the lowest floor shall be free of obstruction or be constructed with breakaway walls intended to collapse under stress without jeopardizing structural support; said space shall not be used for human habitation. The top of foundation grade beams shall be located a minimum of 5 feet below existing grade to protect from scour damage.

Enclosures with breakaway walls are not to exceed 299 square feet including any elevator enclosures designed to meet FEMA requirements. The remainder of the building's exterior perimeter may be screened with open-work lattice or slat materials compliant with FEMA Technical Bulletin 5 (Free of Obstruction) that also provide 40% visibility into screened areas.

A breakaway wall shall have a design safe loading resistance of not less than 10 or more than 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered engineer or architect has certified that the designs proposed meet the following conditions:

Breakaway wall collapse shall result from a water load less than that would occur during the base flood; and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acts simultaneously on all building components (structural and non-structural). Wind loading values used shall be those required by applicable State or local standards. Such enclosed space shall be used solely for parking of vehicles, building access, or storage. Areas enclosed by breakaway walls shall contain hydraulic flood vents per the requirements of Section 32.3.d.

- d. No use of fill for structural support of buildings shall be permitted. Minor grading and the placement of minor quantities of non-compacted fill shall be permitted for landscaping and drainage proposed under and around buildings, and for support of parking slabs, pool decks, patios, and walkways installed at current grade. The fill must wash out from storm surge, thereby rendering the building free of obstruction, prior to generating excessive loading forces, ramping effects, or wave deflection.
- e. Man-made alteration of sand dunes which would increase potential flood damage is prohibited.

- f. Concrete slabs located at grade below an elevated structure within the VE zone shall be “frangible” or intended to break into smaller pieces during storm and surge events. Frangible slabs must be constructed independent of structural columns and piers, without reinforcement, and to a maximum thickness of 4 inches thick.
- g. An exterior door shall be installed at the top of any stairs that provide access to the lowest (habitable) floor of the structure.
- h. The base of a chimney or fireplace shall not extend below the BFE plus one foot. When vertical support is required, a chimney or fireplace shall be vertically supported on pile or column foundations embedded at least as deep as the rest of the structure foundation or deeper where needed to support the chimney against water and wind loads. The chimney and fireplace system shall be designed to minimize transfer of water and wind loads to the structure or structure foundation.

32.6 The applicant shall file with the commission a performance bond, in form and with surety acceptable to the commission, in an amount sufficient to insure proper performance of those elements of the proposed work which have a bearing on protection from flooding.

32.7 Variances

- a. **Variances from the flood protection regulations of this section shall only be issued by the Zoning Board of Appeals upon making the following findings:**
 - (i) a showing of good and sufficient cause,**
 - (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant that are based on unusual or unique physical characteristics of the property in question that are also not shared by other adjacent parcels,**
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances; and**
 - (iv) variances** shall not be issued within any designated regulatory floodway if any increase will result in flood levels during the base flood discharge.
- b. ~~The applicant for a variance shall be notified in writing over the signature of the Zoning Enforcement Officer that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates to the maximum in accordance with which such is below the base flood level and increases risks to life and property.~~ **Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation (BFE), and that the cost of flood insurance will be commensurate**

with the increased risk resulting from the reduced lowest floor elevation up to amounts as high as \$25 for \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions as required in paragraph c of this section.

- c. The Town shall maintain record of all variance actions, including justification for their issuance, and report such variances issued in its annual report submitted to the Administrator.
- d. **Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.**
- e. **Variances may be issued for new construction and substantial improvements and other development necessary for the conduct of a functionally dependent use or facility, as defined herein, provided the structure or other development is protected by methods that minimize flood damage, creates no additional threat to public safety and meet all the requirements of Section 32.7.a.**

32.8 Definitions

- a. Administrator - means the Federal Emergency Management Agency, to whom the Secretary has delegated the administration of the Program.
- b. Area of Special Flood Hazard - is the land in the flood plain within a community subject to a one percent or greater chance of flooding in any given year.
- c. Base Flood - means the flood having a one percent chance of being equaled or exceeded in any given year as designated on the Flood Insurance Rate Map and measured in accordance with the North American Vertical Datum of 1988 - is expressed and measured on a vertical scale that corresponds to 14.5 feet below Town of Fairfield datum.
- d. Base Flood Elevation (BFE) – means the elevation of the crest of the base flood or 100-year flood. The height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas.
- e. Basement – any area of the building having its floor sub-grade (below ground) on all sides.
- f. Breakaway walls – means type of walls, whether solid or lattice and whether constructed of concrete, masonry, wood, metal, plastic or any other suitable building material which are not part of the structural support of the building, and which are so designed as to break away, under abnormally high tides or wave action, without damage to the structural integrity of the building.
- g. Building – means see the definition for “Structure”.

- h. Coastal AE Zone – The portion of the Coastal High Hazard Area with wave heights between 1.5 feet and 3.0 feet during the base flood and seaward of the line labeled the “Limit of Moderate Wave Action” (LiMWA) on a Flood Insurance Rate Map (FIRM).
- i. Coastal High Hazard Area – means the area of special flood hazard subject to high velocity waters, including but not limited to hurricane wave wash or tsunamis. The area is designated on a FIRM as Zone VE and Coastal AE (LiMWA).
- j. Development - means any man-made change to improved or unimproved real estate, including but not limited to the construction of buildings or structures; the construction of additions, alterations or substantial improvements to buildings or structures; mining, dredging, filling, grading, paving, excavation, or drilling operations or storage of equipment; the storage, deposition, or extraction of materials; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.
- k. Federal Emergency Management Agency (FEMA) – is the federal agency that administers the National Flood Insurance Program (NFIP).
- l. Flood or Flooding - means a general and temporary condition of partial or complete inundation of normally dry land areas from either the overflow of inland or tidal waters, or the unusual and rapid accumulation or runoff of surface waters from any source.
- m. Flood Insurance Rate Map (FIRM) - means an official map of a community, on which the Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.
- n. Flood Insurance Study (FIS) - means the official report provided in which the Federal Emergency Management Agency has provided flood profiles, as well as the Flood Insurance Rate Map (FIRM) and water surface elevation of the base flood.
- o. Flood Plain Management - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to, emergency preparedness plans, flood control works and flood plain management regulations.
- p. Flood proofing - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
- q. Floor - means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

- r. Floor (lowest) - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this section.
- s. Functionally Dependent Facility - means a facility which cannot be used for its intended purpose unless it is located in close proximity to water. The term includes only docking facilities or port facilities necessary for the loading and unloading of cargo or passengers; shipbuilding, and ship repair. The term does not include seafood processing facilities or the long-term storage, manufacture, sales or service facilities.
- t. Historic Structure – means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historic significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.
- u. Hydrodynamic Loads - means loads that are caused on building or structures by the flow of flood water moving at moderate or high velocity around the buildings or structures or parts thereof, above ground level which allow the free flow of flood water. Hydrodynamic loads are basically of the lateral type and relate to direct impact loads by the moving mass of water, and to drag forces as the water flow around the obstruction.
- v. Hydrostatic Loads - means loads that are caused by water, either above or below the ground surface, free if confined, which is either stagnant or moves at slow velocities or up to 5' per second. Hydrostatic pressures at any point are equal in all directions and always are perpendicular to the surface on which they are applied and are divided into the following types: Vertical Loads, Lateral Loads and Uplift.
- w. Limit of Moderate Wave Action (LiMWA) – The landward limit of the 1.5 foot breaking wave within a Coastal AE Zone. These areas are seaward of the line labeled "Limit of Moderate Wave Action (LiMWA) on a Flood Insurance Rate Map (FIRM).
- x. Manufactured Home – means a structure, transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term also includes park trailers, travel trailers, recreational vehicles and other similar vehicles or transportable structures

placed on a site for one hundred and eighty (180) consecutive days or longer and intended to be improved property.

- y. Manufactured Home Park or Subdivision – means a parcel or contiguous parcels of land divided into two (2) or more manufactured home lots for rent or sale.
- z. Market Value – means the market value of the structure shall be determined by the property's tax assessment, minus land value; prior to the start of the initial repair or improvement, or in the case of damage, the value of the structure prior to the damage occurring.
- a.a. Mean Sea Level – means the average height of the sea for all stages of the tide and is to be considered elevation zero ("O"), North American Vertical Datum of 1988 is expressed and measured on a vertical scale that corresponds to 14.5 feet below Town of Fairfield datum.
- b.b. New Construction – Structures for which the "start of construction" commenced on or after the effective date of the initial firm, August 15, 1978, and includes any subsequent improvements to such structures.
- c.c. Pilings – means columnar support members which may be of any approved type capable of resisting all applied loads and shall, as far as practicable, be compact and free from unnecessary appendages which would trip or restrict free passage of debris during a flood.
- d.d. Regulatory Floodway – means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
- e.e. Recreational Vehicle – means a vehicle which is: (1) built on a single chassis (2) 40 square feet or less when measured at the largest horizontal projections (3) designed to be self-propelled or permanently towable by a light-duty truck and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. Recreational vehicles and similar transportable structures placed on a site for 180 consecutive days or longer shall be considered structures for the purpose of this ordinance.
- f.f. Riverine – means relating to, formed by or resembling a river, including tributaries, stream, brook, creek.
- g.g. Sand Dunes – means naturally occurring accumulations of sand in ridges or mounds landward of the beach.
- h.h. Start of Construction – (for other than new construction or substantial improvements under the Coastal Barrier Resources Act)(P.L. 97-348) includes substantial improvement, and means the date the building permit was issued, provided the actual start of

construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the state of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footing, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

- i.i. Structure – means a walled and roofed building which is principally above ground, including a manufactured home, a gas or liquid storage tank, or other man-made facilities or infrastructures.
- j.j. Substantial Damage – means damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- l.l. Substantial Improvement - means any repair, reconstruction, or improvement of a structure the cost of which equals or exceeds 50 percent of the market value of the structure either (1) before the “start of construction” of the improvement or repair is started, or (2) if the structure has been damaged and is being restored, before the damage occurred. This term includes structures that have incurred “substantial damage”, regardless of the actual repair work performed. For the purpose of this definition “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term shall include the cumulative cost of any repairs, reconstruction or improvement for which less than one year has transpired between issuance of a certificate of occupancy and the issuance of a subsequent permit. The term does not, however, include either (1) any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places, provided that the alteration will not preclude the structure’s continued designation as a historic structure.
- m.m. Variance – means a grant of relief by a community from the terms of the floodplain management regulation that allows construction in a manner otherwise prohibited and where specific enforcement would result in unnecessary hardship.
- n.n. Violation – Failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development

without required permits, lowest floor elevation documentation, flood-proofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

- o.o. Water Surface Elevation – means the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

32.9 Abrogation and Greater Restrictions

This regulation is not intended to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this regulation and another ordinance, regulation easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

32.10 Warning and Disclaimer of Liability

The degree of flood protection required by this regulation is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering consideration and research. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This regulation does not imply or guarantee that land outside the Special Flood Hazard Area or uses permitted in such areas will be free from flooding and flood damages. This regulation shall not create liability on the part of the Town of Fairfield or by any officer or employee thereof for any flood damages that result from reliance on this regulation or any administrative decision lawfully made there under. The Town of Fairfield, its officers and employees shall assume no liability for another person's reliance on any maps, data or information provided by the Town of Fairfield.

1271 Fairfield Beach Road Motion was made by Ms. Braun, seconded by Ms. Francis and members present unanimously **VOTED TO APPROVE** the Coastal Site Plan Application of Helene Salerno pertaining to the construction of a single family dwelling. Beach District subject to the following conditions:

1. Native plantings to be installed and maintained in accordance with the Coastal Planting Plan.
2. Construction to be in conformance with Fairfield's Flood Protection Regulations (Section 32).
3. Soil erosion and sedimentation controls installed and maintained during the entirety of the construction project at both the subject site at 1271 Fairfield Beach Road and the stockpile site at 378 Penfield Road.

4. When stockpile activities are completed at 378 Penfield, the site shall be adequately reseeded and maintained. No fill from 1271 Fairfield Beach Road shall be used to re-grade any portion of 378 Penfield Road.

PUBLIC HEARING

Alternate Member, Steve Leahy, was present via telephone.

Zoning Regulation Amendment Application of Sacred Heart University to amend Section 5.2.5 of the Zoning Regulations.

175 Jefferson Street Special Exception Application of Sacred Heart University pertaining to the construction of additional student housing. R-3 Zone

Atty. William Fitzpatrick presented the proposed application to the Commission.

This matter is continued to Public Hearing on February 22, 2022.

Meeting adjourned at: 10:00 p.m.

Meg Francis, Secretary

Josephine M. Keogh, Clerk

**TOWN PLAN AND ZONING COMMISSION
TOWN OF FAIRFIELD
MINUTES OF MEETING – MARCH 22, 2022**

The Town Plan and Zoning Commission held a Meeting at 6:30 p.m., on Tuesday, March 22, 2022. The Town conducted this meeting via WEBEX

Members Present: Tommy Noonan, Chairman; Lenny Braman, Vice Chairman; Meg Francis, Secretary; Kathy Braun; Dan Ford; Steve Levy

Alternate Members Present: Sarah Keitt; Fredda Gordon

Town Department Members Present: Jim Wendt, Planning Director
Emmeline Harrigan, Asst. Planning Director
Josephine Keogh, Clerk

Ms. Keitt sat in place of Ms. Harrison.

Meeting Minutes Motion was made by Ms. Francis, seconded by Ms. Braun and members present unanimously **VOTED TO APPROVE** the Meeting Minutes of March 8, 2022.

236 Commerce Drive Motion was made by Ms. Braun, seconded by Ms. Francis and members present unanimously **VOTED TO RECOMMEND TO PUBLIC HEARING** the Special Permit and Coastal Site Plan application of Frank Pepe's Development Co., LLC, pertaining to a new one-story building for take-out service. Des. Ind. Dist.

92 Center Street Motion was made by Mr. Ford, seconded by Ms. Francis and members present unanimously **VOTED TO RECOMMEND TO PUBLIC HEARING** the Special Exception application of Southport School to utilize an existing residence for school administrative use. R-3 Zone

321-325 Reef Road Motion was made by Ms. Francis, seconded by Ms. Keitt and members present unanimously **VOTED TO RECOMMEND TO PUBLIC HEARING** the Special Permit and Coastal Site Plan application of Phoenix at Reef Road Corp. pertaining to additions and alterations to an existing building to convert to residential use (9-units) Neigh. Des. Bus. Dist.

750 Tahmore Drive Motion was made by Mr. Braman, seconded by Ms. Francis and members present unanimously **VOTED TO RECOMMEND TO PUBLIC HEARING** the Special Exception application of St. Catherine Center for Special Needs for an addition to an existing school. R-3 Zone

Zoning Regulation Amendment

Motion was made by Ms. Braun, seconded by Ms. Francis, **VOTED TO TABLE** the application of the Town Plan and Zoning Commission to amend Section 6.0 of the Zoning Regulations (Accessory Apartments).

For motion to table: Braun, Francis

Against motion: Noonan, Braman, Levy, Ford, Keitt

Therefore, the motion did not carry.

Motion was then made by Mr. Braman, seconded by Ms. Keitt, and the members present unanimously **VOTED TO APPROVE** the amendment to Section 6.0 as drafted:

SECTION 6.0 ACCESSORY APARTMENTS

6.1 Intent and Purpose

The purpose of this regulation is to address the identified need of providing and preserving affordable and secure housing for all the population of the Town, while preserving the appearance and character of the Town's neighborhoods; by permitting, as accessory use, the creation of a separate, self-contained living unit, incidental and subordinate to, an existing single-family residence. The creation of such accessory apartments will promote the general welfare of the Town by allowing all the population to continue to live in our Town, either in their present homes or in the accessory apartments permitted hereunder.

6.2 Definitions

6.2.1 For the purposes of this regulation, the term "accessory apartment" shall be defined as a separate, self-contained living unit subordinate to an existing single-family residence.

6.2.2 For purposes of this regulation, the term "primary dwelling" shall be defined as the unconverted portion of an existing single-family residence.

6.2.1 For purposes of this regulation, the term "principal owner" shall be defined as the owner of not less than a fifty (50) percent interest in the residence.

6.3 Conditions and Requirements

A one-family residence located within lawful setbacks and situated in AAA, AA, R-3, R-2, A, **B** and **C** Zones may be converted into a one-family dwelling with a single accessory apartment, subject to the following conditions and requirements:

- 6.3.1 A principal owner of the residence must reside in either the primary dwelling or the accessory apartment throughout the duration of the permit.
- 6.3.2 The accessory apartment shall contain not more than forty (40) percent of the floor area of the originally existing residence or 1,500 sq. ft. whichever is less.
- 6.3.3 Access to the accessory apartment may be on the front façade of the residence provided that it is separated from the front door of the existing residence by at least 10 feet and maintains the appearance of a single family dwelling. The fire escape or outside stairway, if any, shall be enclosed.
- 6.3.4 The number of off-street parking spaces for the accessory apartment shall be not less than one.
- 6.3.5 The occupancy of the accessory apartment shall be limited to not more than two persons unless such apartment is contracted with the Town of Fairfield or its designated agent to be an “affordable housing” unit as defined in Sect. 31.0, then such occupancy shall be limited to three persons. Neither the existing house nor the accessory apartment can be rented for a period of less than 60 consecutive days.
- 6.3.6 If public water and sewer are not available to the residence, the use of private water and septic systems for the accessory apartment shall be subject to approval by the Department of Health. The accessory apartment shall comply with all applicable housing, building, fire and health code requirements.
- 6.3.7 An accessory apartment may qualify as affordable housing in accordance with the provisions of Subsection 6.3.5 of this regulation and subject to the design criteria of Section 8-30g(k) of the Connecticut General Statutes, as amended, provided that:
 - a. The accessory dwelling unit is to be rented pursuant to the affordable housing provisions of CGS 8-30g, to a tenant as their primary residence whose income is less than or equal to eighty percent of the State Median Income (SMI).
 - b. The application shall be accompanied by a proposed deed, which complies with CGS 8-30g, including a ten (10) year affordable housing deed restriction.
 - c. Before an accessory apartment is occupied, the applicant shall submit satisfactory proof to the Planning Director that the aforesaid deed has been recorded on the Land Records.

d. Prior to occupancy by the initial “affordable housing” tenant(s) and thereafter, by January 31 of each year and upon change of tenant, the owner shall certify that:

i. The subject apartment is rented at or below the maximum rate prescribed in CGS 8-30g and,

ii. The tenant has certified to the owner, under penalty of false statement, that the tenant’s income does not exceed eighty (80) percent of the area median income, as defined in CGS 8-30g.

6.3.8 In the Res AAA, AA, and R-3 Zones, a free-standing accessory structure may be constructed or converted into an Accessory Apartment under the following conditions:

- a. The existing lot shall be at least two acres meet the minimum lot area requirement of the applicable Zoning District.
- b. The structure must conform to required setbacks and height other design requirements for accessory primary structures
- c. The maximum size for the Accessory Apartment within said structure shall be no greater than 40% of the area of the existing main dwelling or 1,500 sq. ft., exclusive of utilities, whichever is less.
- d. The proposed Accessory Apartment must conform to all regulations and requirements of the Fairfield Health Department and the Building Department.
- e. The primary residence does not contain an Accessory Apartment

6.4 Application Procedure

6.4.1 No conversion contemplated by this regulation shall occur, nor shall any associated Building Permit or Certificate of Occupancy be issued until the owner of the residence to be converted has received a written permit from the Zoning Enforcement Officer. The applicant shall first submit such supporting data as the Commission, or its lawfully authorized designee may reasonably request, including the following:

6.4.1.1. An affidavit on a form provided by the Zoning Enforcement Officer.

6.4.1.2 Sufficient architectural drawings or clear photographs to show the exterior building alterations proposed.

6.4.1.3 Interior floor plans showing the floor area of the proposed accessory apartment and primary dwelling.

6.4.2 The Town of Fairfield or its designated agent may apply for permits for conversion to create “affordable housing” as defined in Sect. 31.0, provided that a principal owner shall reside in the primary dwelling or apartment upon issuance of a Certificate of Occupancy.

6.5 Duration

The permit and any other form of approval for a dwelling conversion issued hereunder shall be subject to revocation by the Commission upon:

6.5.1 A finding by the Commission, or its lawfully authorized designee, that there is in fact non-compliance with the conditions and requirements contained in Sect. 6.3.

6.6 Sale of Residence

Upon sale of a residence containing an accessory apartment, the new owner of said residence shall file with the Zoning Enforcement Officer within thirty days of the transfer of title to such residence, a notice on a form to be supplied by the Zoning Enforcement Officer, stating whether or not such new owner intends to continue the accessory apartment use. Any such use by a new owner will be subject to all provisions of Section 6.0

Zoning Regulation Amendment Motion was made by Ms. Braun seconded by Ms. Keitt and members present unanimously **VOTED TO APPROVE** the application of the Town Plan and Zoning Commission to opt out of a State-mandated default language for accessory apartments, pursuant to Public Act 21-29.

2-6 Beacon Square Motion was made by Mr. Levy seconded by Ms. Keitt and members present **VOTED TO APPROVE** the Zoning Compliance application of Beacon Square Properties, LLC pertaining to a 26-unit residential development, pursuant to Section 8-30g of the CT General Statutes. R-3 Zone

For the motion: Levy, Noonan, Braman, Ford, Francis, Keitt

Against the motion: Braun

PUBLIC HEARING

Zoning Regulation Amendment Application of the Economic Development Commission to amend Section 12.3.15; 12.4.17; 12.5.15; 13.14.2; 21.16.3.12; and 28.6.12 of the Zoning Regulations.

Mr. Barnhart, Director of Community and Economic Development, presented the proposed application to the Commission.

Public comment followed and rebuttal completed; the hearing was closed.

1073 North Benson Road Special Exception Application of Fairfield University pertaining to the construction of a comfort station and storage building at Barlow Field. AA Zone. **APPLICATION WAS WITHDRAWN**

1609 Fairfield Beach Road Special Exception and Coastal Site Plan Application of Gregory Sargent pertaining to the demolition and reconstruction of a single-family dwelling. Beach Dist.

Mr. Sargent presented the application.

Public comment followed.

This hearing will be continued to April 12, 2022.

Meeting adjourned at 10:00 p.m.

Meg Francis, Secretary

Josephine M. Keogh, Clerk

10 YEAR

A RESOLUTION APPROPRIATING \$125,000 FOR THE COSTS TO REPLACE THE PORTABLE RADIO EQUIPMENT FOR THE FAIRFIELD FIRE DEPARTMENT 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 One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000) for costs to replace the portable radio equipment for the Fairfield Fire Department and all related engineering, 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 One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000) 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 Chief Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including 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, as amended (the "Statutes") including Chapter 748 (Registered Public Obligations Act) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information

reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectwoman and Treasurer or Chief Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, 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 Chief Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
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 ten (10) 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 ten (10) 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 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 Statutes. Notes evidencing such borrowings shall be signed by the First Selectwoman and Treasurer or Chief Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel and may be

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

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, Chief Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
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 Statutes and the laws of the United States.
11. The First Selectwoman or other proper Town official is authorized to apply for and accept any available State or Federal grant in aid of the financing of the Project, and to take all action necessary and proper in connection therewith. Any such grants or contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolution and 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.



Fairfield Fire Department

**140 Reef Road
Fairfield, CT 06824-5997**

Administrative Office

*Office (203) 254-4713
Office (203) 254-4720
Fax (203) 254-4724*

Radio Replacement Project, \$125,000. (Fire Department)

1. Background-

The Fairfield Fire Dept. (FFD) requests \$125,000 to acquire critical radio equipment that ensures emergency response interoperability with our mutual aid partners which have migrated to the 700-800 MHz radio band.

2. Purpose and Justification-

- a. Our mutual-aid partners have upgraded their public safety radio systems and that upgrade consists of a frequency band and P25 trunking technology change.
- b. Existing FFD portable radios do not integrate on the fireground in Westport, Bridgeport and Trumbull. Norwalk is presently upgrading their radio system and Stratford is planning the process.
- c. Interoperability is important at the emergency scene for command and control, situational awareness, encryption and emergency Mayday situations.
- d. This portable radios request will allow for on-scene and community area radio coverage in our adjoining partner communities.
- e. These portable radios will satisfy the requirements for the proposed radio system upgrade.
- f. These portable radios will integrate with the Connecticut Land Mobile Radio Network. (CLMRN)
- g. These portable radios will integrate seamlessly with the proposed larger radio system upgrade currently in the Town of Fairfield "Waterfall" schedule.

3. Detailed Description of Proposal-

These radios will replace older radios which are NOT currently compatible with the State's Public Safety Radio System and our mutual-aid partners, and will enable the Fire Department to communicate with our regional assets/teams on all the public safety bands utilizing analog or digital P25 and P25 Phase II standard radio language. Costs includes programming, speaker microphones, spare batteries and mobile chargers.

The fire department requires a higher-tiered product (APX 8000HXE) designed to operate in extremely hazardous situations such as in high heat, and not causing an explosion when used in the presence of explosive gases.

Many municipalities in Connecticut have or will be taking advantage of an invitation by the State of Connecticut to become part of the Connecticut Land Mobile Radio Network (CLMRN). The benefits of joining the CLMRN are: no fees charged by the State, interoperability with other users, access to conventional channel gateway network (CCGW) with Motorola consoles, over-the-air-rekeying (OTAR), over-the-air-programming (OTAP), access to the state radio management system, potential improved coverage, 24/7/365 monitoring by a dedicated team of experts at the Network Control Center, reduced costs as opposed to building your own system, and Mobile phone/LTE integration. Our closest neighbors and our most frequent mutual-aid partners, the City of Bridgeport and the Town of Westport have already joined this Network. These hand-held units will be placed on the fire apparatus which most frequently are sent on mutual aid. These units will let us

communicate to the other jurisdictions' fire dispatchers for instructions and responses and to communicate with their firefighters at emergency scenes.

A Public Safety Radio Replacement Plan was proposed in the Town of Fairfield Included in the FY19-20 Capital Waterfall Plan. The existing radio systems of the Police and Fire Departments are at end of life, with unsupported hardware and operate in the 460-470 MHz UHF band. It is anticipated that that plan would proceed once the Regional ECC Plan is completed.

Fairfield Fire Department has a budget line for the routine replacement of radio hardware. We have not requested funds in the Operating Budget in this object for the last several Fiscal Years in anticipation of the Radio Project going forward. Since that project has not yet been brought to the Boards, we need to purchase this radio equipment. Should the Public Safety Radio Project be approved in the future, any equipment purchased now **will be compatible** with any future equipment and will reduce the total number of radios purchased at that time.

Town of Fairfield Cost Estimate: **\$125,000**

4. Reliability of Cost Estimate-

On a scale of 1 to 10, the reliability of this estimate is an 8.5. The proposed cost request has been refreshed as of Spring 2022 to incorporate pricing increases.

5. Increased Efficiency and Productivity

Communities use Mutual Aid to handle those occasional incidents requiring more resources than they have or to handle instances when there are a large number of simultaneous calls. Dependable mutual aid partners respond promptly and efficiently when called and expect their partners to do the same. This purchase will enable timely replacement of equipment used daily in our core mission and ensure efficient and reliable response.

6. Additional Long Range Costs-

There are no additional long range costs. There will be a reduction in maintenance costs, as these will be new units under warranty.

7. Additional Use or Demand-

None anticipated

8. Alternatives to This Request-

This request represents the best alternative for the department. This is a purchase of equipment that is necessary to our essential functions.

9. Safety

The technology requested will support fire-ground communications and mutual-aid coordination. Lack of fire-ground communication is a commonly-cited reason for increased risk of injury or death on the scene of an emergency incident.

10. Environmental Considerations- n/a

11. Insurance- n/a

12. Financing-

The expected service life of these units is 10 years.

13. Other Considerations- n/a

14. Approvals- Board of Selectmen, Board of Finance, RTM

FAIRFIELD HISTORIC STRUCTURES MANAGEMENT AGREEMENT

THIS AGREEMENT made by and between the TOWN OF FAIRFIELD, a municipal corporation organized and existing under the laws of the State of Connecticut and located in the County of Fairfield, Connecticut, acting herein by its duly elected First Selectwoman, Brenda Kupchick, pursuant to the powers conferred upon her by law ("Town") and FAIRFIELD HISTORICAL SOCIETY (dba FAIRFIELD MUSEUM), a Connecticut non-profit corporation with an office at 370 Beach Road, Fairfield, Connecticut ("Museum").

WHEREAS, the Town owns several historically significant structures on the Town Green, specifically the Victorian Cottage, Victorian Barn, and Sun Tavern. ("Structures"); and

WHEREAS, The Town desires to provide for the appropriate community access, use and enjoyment of those Structures and to the Historic Town Green, and the Museum desires to assist in that goal,

THEREFORE, in consideration of the foregoing and of other valuable considerations, the receipt of which by both parties is hereby acknowledged, the Town and the Museum agree as follows:

1. Effective Date; Term. This Agreement shall become effective on May 1, 2022 and shall remain in full force and effect through and including the fiscal year ending April 30, 2023. Thereafter, this Agreement shall remain in full force and effect unless and until either party provides written notice to the other of its intent to terminate this Agreement (a) without cause, upon 180 days written notice; or (b) upon the material default by the other party of any obligation under the terms of this Agreement, which default is not cured within thirty (30) days of such written notice.
2. Museum Responsibilities. The Museum shall oversee the use and public access to the Structures. This responsibility shall include the following:
 - a. Monitoring the physical condition of the Structures and providing the Town with a list of all necessary repairs or improvements by November 1 of each year.
 - b. Providing interior cleaning of the Structures.
 - c. Operating the Sun Tavern, Victorian Cottage and Barn, including determining and managing appropriate public and private use and access, the charging of any entrance fees for tours and any rental charges for group usages.
 - d. Providing for the installation and maintenance of exhibits, and related furniture and fixtures inside the Structures.
 - e. Provide public liability insurance covering the Museum's use of the properties, in a sum not less than \$1,000,000 per person / \$2,000,000 per occurrence. Such insurance shall name the Town as additional insured. Museum shall provide certificates of such insurance.

- f. Advise the Town on historic preservation standards and property insurance.
- g. Oversee the scheduling and community use of the Museum Commons portion of the Town Green located behind the Fairfield Museum, which grounds are depicted on map attached hereto.

3. Town Responsibilities. The Town shall be responsible for the overall maintenance and upkeep of the Structures as it does with all Town properties. This responsibility shall include the following:

- a. Providing necessary repairs to each structure in a manner that preserves their unique historic character and ensures public safety. The Museum shall advise the Town on all physical repairs to ensure they adhere whenever possible to the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- b. Hiring and contracting with any necessary contractors to make necessary repairs or improvements to the Structures. The Museum shall advise on the necessary qualifications for contractors, and work with the Town to ensure that the quality of any repairs or improvements adhere whenever possible to the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- c. Maintaining the grounds adjacent to the Structures, including landscaping, lawn care, refuse and recyclables collection and snow removal from all sidewalks, entrance ways and porches.
- d. Paying all utilities, including heating, electricity, telephone (local service only) and water supply, for the Structures.

4. Operating Budget, Funds, Fees

a. The Museum shall prepare each year an operating budget for the Structures, on or before December 31 for the fiscal year commencing July 1, identifying priority repairs and maintenance needs for each of the Structures. Said budget shall be in such form as prescribed or approved by the Town Chief Fiscal Officer. The budget will include such items as the Town Chief Fiscal Officer may require, including, but not limited to, a report on the operational income and expenses for each Structure in the previous fiscal year.

c. The Museum will be paid an annual Management Fee by the Town of \$12,000 to cover administrative and overhead costs related to managing the Structures.

d. The Museum shall make available to the Town at reasonable times any and all books and records of the Museum pertaining to the collections and disbursements of the Museum pursuant to the Agreement.

5. Capital Improvements.

a. The Town shall be responsible for all capital improvements and repairs required, as identified and prioritized in consultation with the Museum. The Museum will assist in identifying and obtaining, when appropriate, outside funding for those repairs. All capital and ordinary repairs will be bid, contracted, and managed by the Town in consultation with the Museum. In instances when outside funding is obtained by the Museum and is payable directly

to the Museum, the Museum may bid and contract for capital and extraordinary repairs. In such event the Museum may, at its expense, obtain all necessary permits and approvals, including approval from the First Selectwoman, of both the plans and proposed contractors. The Museum will advise the Town to ensure that professional qualifications of contractors and their work adheres when appropriate to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

b. If the need for emergency repairs arises during the year, the Museum and the Town shall meet within five business days to jointly decide how to address such needs. If the emergency requires immediate repair to avoid or mitigate property damage or loss, the Town may take any unilateral action it deems necessary and will inform the Museum of its actions within twenty-four hours.

6. Operational Expenses.

It is the intent of the parties that the Museum shall incur no expense in connection with its performance of this Agreement that is not funded by revenues received under Section 2.c, and Management Fee provided under the terms of this Agreement. and that any excess of revenues over expenses shall be devoted to the purpose of maintaining or improving the Structures

7. Miscellaneous.

- a. Notices. All notices, requests and other written instruments required or permitted to be given to any party hereto pursuant to this Agreement shall be in writing and shall be transmitted by registered or certified mail, return receipt required, addressed as follows:

Town of Fairfield
725 Old Post Road
Fairfield, CT 06824
Attention: First Selectwoman

Fairfield Museum
370 Beach Road
Fairfield, CT 06824
Attention: Executive Director

8. Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Connecticut.

10. Entire Agreement; No Oral Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and written understandings of the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings relating thereto. No modification or termination of this Agreement nor any waiver of any provision hereof shall be valid or effective unless in writing

and signed by the party or party sought to be charged herewith. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition whether of like or different nature.

11. Paragraph Headings. The paragraph headings set forth herein are included for convenience of reference only and shall not affect the meaning or construction of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed on the day and year first above written.

TOWN OF FAIRFIELD

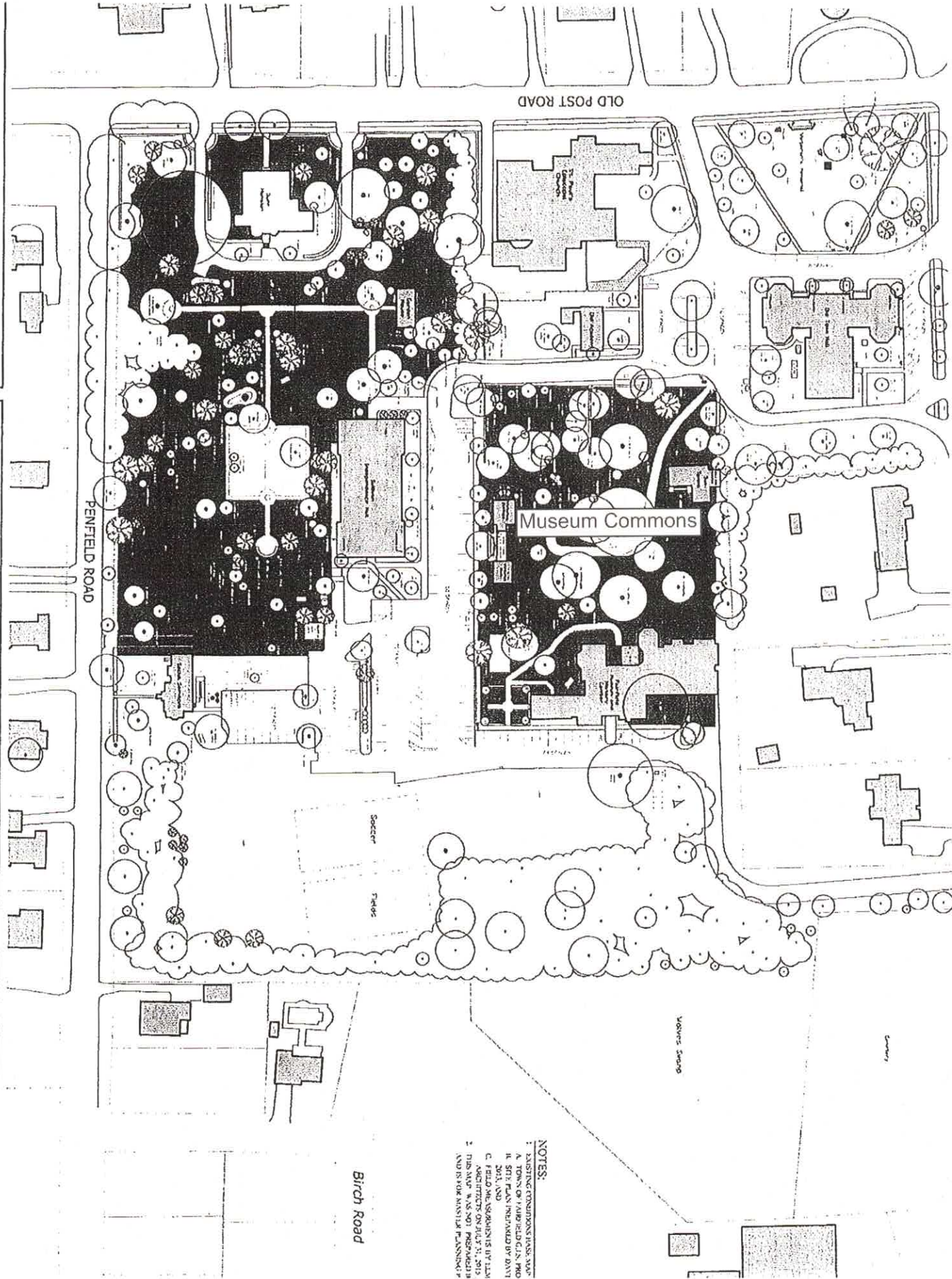
By _____

Date _____

FAIRFIELD HISTORICAL SOCIETY (DBA. Fairfield
Museum and History Center)

By _____

Date _____



NOTES:

1. EXISTING CONDITIONS: THIS MAP IS BASED ON A FIELD SURVEY OF THE SITE BY THE ARCHITECTS ON JULY 11, 2013. THIS MAP WAS NOT PREPARED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF LANDSCAPE ARCHITECTURE.
2. THIS MAP WAS NOT PREPARED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF LANDSCAPE ARCHITECTURE.

LEASE AGREEMENT

THIS LEASE entered into as of this first day of January, 2022, by and between The Town of Fairfield, acting by and through Brenda L. Kupchick, its First Selectwoman ("Landlord") and Robert A. Haydu ("Tenant").

Background

A. Landlord is the owner in fee simple of a parcel of land located in the Town of Fairfield, State of Connecticut, legally described on the attached Exhibit A (the "Owned Premises"). The street address of the Owned Premises is 3701 Congress Street, Fairfield, CT 06825.

B. Tenant desires to lease ten (10) acres of the Owned Premises described below, including all buildings located thereon for use as a farm.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

Agreement

In consideration of their mutual covenants, the parties agree as follows:

1. Leased Premises. Landlord leases to Tenant and Tenant leases from Landlord a portion of the Owned Premises, consisting of ten (10) acres (the "Premises") as shown on the Site Plan attached as Exhibit B. An inventory of fixtures, personal property and equipment that are Tenant's property is attached as Exhibit C.

2. Term. This Lease shall commence on January 1, 2022 (the "Commencement Date") and end on December 31, 2024 (the "Lease Term").

3. Intentionally left blank.

4. Rent.

a. Tenant shall pay Landlord as annual rent for the Premises the sum of One

Dollar (\$1.00) ("Base Rent")

b. Base Rent and all other consideration to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset.

5. Use of Premises.

a. Tenant shall use the Premises for agricultural purposes and shall have the obligations described in Exhibit D.

b. Tenant shall continue to sell on the Premises agricultural products produced on the Premises to the general public.

c. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health and safety) in connection with the use, operation, maintenance, of its facilities and/or the Premises.

d. (1) The Tenant shall remove from the Premises upon termination of the Lease any utilities and improvements to the Premises made by Tenant. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same. All such requests shall be submitted to the Landlord in writing at the address for notices contained herein.

(2) Upon removal of the improvements (or portions thereof) as provided above in subpart (1), Tenant shall restore the affected area of the Premises to the reasonable satisfaction of Landlord.

(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

(4) Tenant agrees that Landlord may have access to the premises during normal business hours for purposes of inspecting and repairing the Premises during the Lease Term and any extended Lease Term.

6. Maintenance.

a. Tenant shall, at its own expense, maintain the Premises and any equipment on or attached to the Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the Premises by Landlord.

b. Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

c. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference to the extent possible, consistent with the agricultural purpose for which the premises are intended.

7. Utilities. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith.

8. Approvals; Compliance with Laws. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority.

9. Default and Landlord's Remedies. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums to Landlord when due, and does not cure such default within ten (10) days; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of; or if Tenant abandons or vacates the Premises; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent.

In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately remove its property and any improvements (and proceed as set forth in paragraph 5(c)) and pay Landlord a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided

(net of the costs of such reletting); and (iii) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or (b) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise.

No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, and Landlord wins such suit, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney fees.

10. Cure by Landlord. In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Agreement, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

11. Optional Termination. This Lease may be terminated by Landlord if it reasonably determines that continued use of the Premises by tenant is in fact a threat to health, safety or welfare or violates applicable laws or ordinances.

Upon termination of this Lease for any reason, Tenant shall remove its equipment, personal property, and leasehold improvements from the Premises on or before the date of termination, and shall repair any damage to the Premises caused by such equipment, normal

wear and tear excepted; all at Tenant's sole cost and expense. Any such property or facilities which are not removed by the end of Lease term shall become the property of Landlord.

12. Liquidated Damages: Termination. All rentals paid for the Lease of the Premises prior to said termination date shall be retained by Landlord. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

14. Condemnation. In the event the Owned Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Owned Premises vests in the condemning authority. In event a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, and leasehold improvements.

15. Indemnity and Insurance.

a. Disclaimer of Liability: Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises, other than construction, repair or dismantling of property on the Premises which Landlord has undertaken to do.

b. Indemnification: Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or

omission of Tenant, its employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, which may arise out of the construction, installation, operation, maintenance, use or condition of the Premises, other than construction, installation or maintenance that is the responsibility of Landlord, or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation; and

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises, other than construction, installation or maintenance that is the responsibility of Landlord, and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

c. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Owned Premises, and Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord, unless such action or proceeding is to be defended under the terms of a policy of insurance; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. Notice, Cooperation and Expenses: Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding

covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Landlord by Tenant.

If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

f. Insurance: During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability.

iii. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury and property damage.

iv. Policies of fire, extended coverage and vandalism and malicious

mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

v. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims-made basis.

vi. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. Named Insureds: All policies, except for business interruption and worker's compensation policies, shall name Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insured"). Each policy which is to be endorsed to add Additional Insureds hereunder shall contain cross-liability wording, as follows:

☐In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.

h. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

i. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease."

j. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Connecticut

or surplus line carriers on the State of Connecticut Insurance Commissioner's approved list of companies qualified to do business in the State of Connecticut and satisfactory to Landlord.

k. Deductibles: All insurance policies may be written with deductibles, not to exceed \$5,000 unless approved in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

l. Contractors: Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to provide Landlord a certificate of insurance showing insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance and showing Landlord as an additional insured.

m. Review of Limits: Once during each calendar year during the term of this Lease, Landlord may review the insurance coverages to be carried by Tenant. If Landlord reasonably determines that higher limits of coverage are necessary to protect the interests of Landlord, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

16. Hazardous Substance Indemnification. Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance, other than the use of permitted pesticides under the terms of Exhibit D. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Landlord, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

17. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at two times the rents herein specified (prorated on a monthly basis) and shall otherwise be for the

term and on the conditions herein specified, so far as applicable.

18. Subordination to Mortgage. Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

19. Security Deposit. Contemporaneously with the execution of this Lease, Tenant has deposited with the Landlord the sum of \$ 1,000 as a security deposit. The deposit shall be held by the Landlord, without liability for interest, as security for the faithful performance by the Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by the Tenant during the term hereof.

20. Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

21. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to: Office of the First Selectwoman
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT 06430
203-256-3030

With a copy to: James T. Baldwin, Esq.
Town Attorney
1 Eliot Place
Fairfield, CT 06824
203-319-0800

If to Tenant, to: Mr. Robert A Haydu
3763 Congress Street
Fairfield, CT 06430
203-259-3577

22. Assignment. Tenant may not assign this Lease or sublet the Premises without the express written permission of Landlord.

23. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

24. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

26. Taxes.

a. As additional Rent, Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Premises, if any, which become due and payable during the term of this Lease. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises.

b. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.

c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax upon or against the rentals payable by Tenant to Landlord, Tenant shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

27. Miscellaneous.

a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Connecticut.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

This Lease was executed as of the date first set forth above.

LANDLORD:

TOWN OF FAIRFIELD

By: _____
Brenda L. Kupchick
Its First Selectwoman

TENANT:

Robert A. Haydu

REFUNDS SUBMITTED FOR APPROVAL
4/18/2022

<u>Name</u>	<u>List No.</u>	<u>Tax</u>	<u>Interest</u>	<u>DMV</u>	<u>Bill</u>	<u>Reason</u>
<u>2020 REAL ESTATE</u>						
FIRST COUNTY BANK	2020 01 06108	\$3,325.83				PAID IN ERROR
JOHNSON AMELIA E & ROBERT S	2020 01 08227	\$3,451.41				OVERPAID IN ERROR
SANDIN MICHAEL & ANA S	2020 01 14229	\$1,987.28				OVERPAID IN ERROR
<u>TOTAL</u>		<u>\$8,764.52</u>				
<u>2020 MOTOR VEHICLE</u>						
ACAR LEASING LTD	2020 03 50259	\$241.12				OVERPAID DUE TO ADJUSTMENT
ANDREN FIONA M & ERIC C	2020 03 51454	\$83.79				OVERPAID DUE TO ADJUSTMENT
BARRON BRIANA M	2020 03 52498	\$157.97				OVERPAID IN ERROR
BERNSTEIN JAMIE A	2020 03 53258	\$762.46				OVERPAID IN ERROR
BURLINSON-FARAH DIANE	2020 03 54802	\$819.85				OVERPAID IN ERROR
CHEUNG WILLIAM & ZHEN FAYE	2020 03 56934	\$111.88				OVERPAID DUE TO ADJUSTMENT
CHEUNG WILLIAM	2020 03 56935	\$114.52				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2020 03 59088	\$104.92				OVERPAID DUE TO ADJUSTMENT
DAVIS-WHATLEU RENEE J	2020 03 59540	\$18.08				OVERPAID IN ERROR
ENTERPRISE FM TRUST	2020 03 61988	\$28.66				OVERPAID DUE TO ADJUSTMENT
GARCIA-MONROY LUDIN W	2020 03 65066	\$18.84				OVERPAID IN ERROR
GIANATASIO MADELINE C	2020 03 65509	\$12.39				OVERPAID DUE TO ADJUSTMENT
GRZEGORZ LIS	2020 03 66689	\$48.78				OVERPAID DUE TO ADJUSTMENT
HINKLEY FREDERICK W	2020 03 68073	\$14.94				OVERPAID DUE TO ADJUSTMENT
HOADLEY DAVID H	2020 03 68109	\$4.86				OVERPAID DUE TO ADJUSTMENT
HOADLEY DAVID H	2020 03 68110	\$3.69				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2020 03 68508	\$289.77				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2020 03 68672	\$646.48				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2020 03 68907	\$359.36				OVERPAID DUE TO ADJUSTMENT
JOHNSON CHARLES M	2020 03 70527	\$86.96	\$ 7.83			OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2020 03 71414	\$292.40				OVERPAID DUE TO ADJUSTMENT
KELLY MICHAEL T	2020 03 72070	\$33.38				OVERPAID DUE TO ADJUSTMENT
KUHN GASPER F	2020 03 73330	\$182.25				OVERPAID DUE TO ADJUSTMENT
LAVELLE FRANCIS H	2020 03 73945	\$60.91				OVERPAID IN ERROR
LOAIZA ANDREA C	2020 03 74832	\$430.06	\$ 6.45			OVERPAID DUE TO ADJUSTMENT
MACOY DAVID E	2020 03 75467	\$282.62				OVERPAID IN ERROR
MARKS DAVID J	2020 03 76051	\$117.64				OVERPAID IN ERROR
MARKS DAVID J	2020 03 76052	\$292.47				OVERPAID IN ERROR
MCCARTY JAMES P	2020 03 76792	\$282.70				OVERPAID DUE TO ADJUSTMENT
MIKOS GREGORY R & CRISTINA D	2020 03 77964	\$98.21				OVERPAID IN ERROR
NEVINS NADINE K	2020 03 79605	\$11.92				OVERPAID DUE TO ADJUSTMENT
NICKOLATOS PAUL G	2020 03 79768	\$107.03				OVERPAID DUE TO ADJUSTMENT
OREILLY PATRICK J	2020 03 81236	\$210.83				OVERPAID DUE TO ADJUSTMENT
PIAO QIULAN	2020 03 82697	\$212.74				OVERPAID IN ERROR
PISSERI TERRI A	2020 03 82904	\$21.16				OVERPAID IN ERROR
PORSCHE LEASING LTD	2020 03 83169	\$987.20				OVERPAID DUE TO ADJUSTMENT
RISLEY KIMBERLY A	2020 03 84672	\$154.65				OVERPAID DUE TO ADJUSTMENT
ROCKHILL AMARILIS	2020 03 84912	\$174.43				OVERPAID IN ERROR
ROCKHILL MICHAEL R	2020 03 84913	\$87.55				OVERPAID IN ERROR
RUSH MICHAEL E	2020 03 85585	\$113.92				OVERPAID DUE TO ADJUSTMENT
SEUCH DAVID A	2020 03 87042	\$28.36				OVERPAID DUE TO ADJUSTMENT
SEUCH DAVID R	2020 03 87045	\$395.80				OVERPAID DUE TO ADJUSTMENT
THIRKIELD ALISON L	2020 03 90024	\$314.86				OVERPAID IN ERROR
TOYOTA LEASE TRUST	2020 03 90593	\$513.16				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90720	\$325.52				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90765	\$106.52				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90869	\$275.42				OVERPAID DUE TO ADJUSTMENT

TOYOTA LEASE TRUST	2020 03 90884	\$263.17		OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90889	\$102.12		OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90893	\$266.56		OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90998	\$174.20		OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91012	\$93.60		OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91035	\$483.40		OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 91304	\$52.10		OVERPAID DUE TO ADJUSTMENT
TRIPPODO ZACHARY J	2020 03 91457	\$377.08		OVERPAID IN ERROR
USB LEASING LT	2020 03 91921	\$125.00		OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2020 03 92467	\$195.32		OVERPAID DUE TO ADJUSTMENT
WEBERMAN ADAM B	2020 03 94628	\$83.18		OVERPAID DUE TO ADJUSTMENT
WISNIEWSKI PAWEL	2020 03 95345	\$147.32		OVERPAID IN ERROR
WOLOF ANNE M	2020 03 95411	\$71.36		OVERPAID DUE TO ADJUSTMENT
YUDITSKI THOMAS M	2020 03 95822	\$332.80		OVERPAID IN ERROR
DAIMLER TRUST	2020 03 96221	\$1,242.28		OVERPAID DUE TO ADJUSTMENT
GARCIA-MONROY LUDIN W	2020 04 83520	\$163.78		OVERPAID DUE TO ADJUSTMENT
GOPWANI JAYPRAKASH	2020 04 83734	\$157.02		OVERPAID DUE TO ADJUSTMENT
HOADLEY DAVID H	2020 04 84200	\$108.14		OVERPAID DUE TO ADJUSTMENT
LIS GRZEGORZ	2020 04 85716	\$29.54		OVERPAID IN ERROR
LIS GRZEGORZ	2020 04 85717	\$97.26		OVERPAID IN ERROR
PORSCH LEASING LTD	2020 04 87485	\$327.06		OVERPAID DUE TO ADJUSTMENT
SOMSKY NICOLE A	2020 04 88433	\$32.92		OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 04 88951	\$244.74		OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 04 88971	\$326.70		OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 04 88986	\$225.61		OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 04 89042	\$348.93		OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 04 89287	\$216.09		OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2020 04 90161	\$57.09		OVERPAID DUE TO ADJUSTMENT
TOTAL		\$16,387.40	\$ 14.28	

2020 SEWER USE

BROADHURST LOUISE FORD	2020 08 06005	\$357.84		OVERPAID DUE TO ADJUSTMENT
TOTAL		\$357.84		

2019 REAL ESTATE

ODIN RITA M TRUSTEE	2019 01 15497	\$3,150.97		OVERPAID IN ERROR
MALLOY SARAH K	2019 01 20902	\$3,155.66		OVERPAID IN ERROR
TOTAL		\$6,306.63		

2019 MOTOR VEHICLE

BENTON JAMES L	2019 03 53221	\$12.02		OVERPAID DUE TO ADJUSTMENT
HIOS THEODORE T	2019 03 68766	\$63.22	\$ 4.59	OVERPAID IN ERROR
MCNEES DONALD E	2019 03 78375	\$67.88		OVERPAID DUE TO ADJUSTMENT
MUNCHAK MARILYN A	2019 03 80108	\$76.89		OVERPAID IN ERROR
RANSOME JOHN B	2019 03 85336	\$13.29		OVERPAID DUE TO ADJUSTMENT
RANSOME JOHN B	2019 03 85337	\$20.46		OVERPAID DUE TO ADJUSTMENT
ULNESS AMY	2019 03 93529	\$158.17		OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2019 03 95143	\$333.82		OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2019 03 95146	\$562.18		OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2019 03 95148	\$562.18		OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2019 03 95149	\$562.18		OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2019 03 95157	\$333.82		OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2019 03 95770	\$639.66		OVERPAID DUE TO ADJUSTMENT
WATERMAN ROGER T	2019 03 96299	\$48.10		OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2019 04 87096	\$303.51		OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2019 04 87098	\$371.45		OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2019 04 87099	\$371.45		OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2019 04 87103	\$67.40		OVERPAID DUE TO ADJUSTMENT

VW CREDIT INC	2019 04 87104	\$135.61	
VW CREDIT INC	2019 04 87105	\$135.61	
VW CREDIT INC	2019 04 87106	\$135.61	
VW CREDIT INC	2019 04 87107	\$422.15	
VW CREDIT INC	2019 04 87108	\$67.40	
VW CREDIT INC	2019 04 87109	\$202.98	
VW CREDIT INC	2019 04 87110	\$276.02	
VW CREDIT INC	2019 04 87113	\$134.78	
VW CREDIT INC	2019 04 87114	\$134.78	
VW CREDIT INC	2019 04 87115	\$315.98	
VW CREDIT INC	2019 04 87117	\$183.30	
VW CREDIT INC	2019 04 87118	\$280.36	
VW CREDIT INC	2019 04 87119	\$67.38	
VW CREDIT INC	2019 04 87245	\$296.62	
TOTAL		\$7,356.26	\$ 4.59

OVERPAID DUE TO ADJUSTMENT
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2019 SEWER USE

BORELLI RACHEL A	2019 08 16502	\$208.26	
JOHNSON ELOISE RAY AKA ELOISE	2019 08 03674	\$608.76	
LUIS RUI PEDROS	2019 08 22339	\$213.60	
TOTAL		\$1,030.62	

OVERPAID IN ERROR
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OVERPAID IN ERROR

2018 MOTOR VEHICLE

ALMEIDA ANGELA M	2018 03 51181	\$67.11	
MUNCHAK MARILYN A	2018 03 80047	\$81.08	
TOTAL		\$148.19	

OVERPAID IN ERROR
OVERPAID IN ERROR

TOTAL TAX	\$40,351.46	
TOTAL INTEREST	\$18.87	
<u>GRAND TOTAL</u>	<u>\$40,370.33</u>	