

From: Fairfield Bike & Pedestrian Committee <bikewalkrun.fairfield.ct@gmail.com>
Sent: Friday, May 13, 2022 11:45 AM
To: Carpenter, Jennifer <JCarpenter@fairfieldct.org>
Subject: Fwd: [External] Bike/Ped: March meeting minutes and April Agenda

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

----- Forwarded message -----

From: **Richard Soldano** <RSoldano@gairgair.com>
Date: Thu, Apr 21, 2022 at 12:33 PM
Subject: RE: [External] Bike/Ped: March meeting minutes and April Agenda
To: Fairfield Bike & Pedestrian Committee <bikewalkrun.fairfield.ct@gmail.com>

Hi Sarah,

Unfortunately I won't be able to attend tonight's meeting.

At this point, after thinking long and hard about this decision, I believe it is in the best interest of the committee that I step down.

While I do enjoy participating on the committee, fortunately/unfortunately the NYS Court system has opened up since COVID and are scheduling more and more trials.

This has meant longer hours at the office and as a result, I am struggling to find time to fulfill my duties as a committee member.

I don't want to hold back the committee. Please let me know what next steps I need to take.

Thank you,

Richard Soldano, Esq.



From: null@town.fairfield.ct.us
To: [Carpenter, Jennifer](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #160)
Date: Friday, November 5, 2021 5:04:28 PM

Boards and Commissions Interest Form

Record #160 submitted from IP address 24.184.94.40 on 11/5/2021 5:04 PM

[View form](#)

ID	160
First Name	Tim
Last Name	Callahan
Street Address	66 Jackman Ave
Zip Code	06825
Email Address	timcallahan428@gmail.com
Cell Phone	203-650-8023
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Unaffiliated (No party affiliation)
Board or Commission	Bicycle and Pedestrian Committee
Read the Boards Role	Yes
How You Learned About the Position	First Selectman's weekly email update
Who You Have	Other Person(s)

Spoken To	
Explanation of Interest and Contribution	<p>The Bicycle Pedestrian Committee is making progress toward a safer and more welcoming environment for active lifestyles. I'd like to assist in continuing the good work they are doing.</p> <p>I ride my bicycle on the roads in town and therefore having first hand knowledge of the current environment. During my tenure as the Norwalk health director I worked closely with the Bike Walk Task Force to develop and implement the strategic plan. I understand how government functions.</p>
Resume or Bio	CV Tim Callahan.pdf
Additional Comments	

[Manage](#)

TIMOTHY J. CALLAHAN

66 Jackman Avenue
Fairfield, Connecticut 06825
Timcallahan428@gmail.com
(203) 650-8023

EXPERIENCE

July 2018 – Present

Tim Callahan Enterprises, LLC

Fairfield, Connecticut

Assist health departments in the pursuit of performance improvement. Introduce the Public Health Accreditation Program and lead a process to evaluate conformance to the standards and measures. Facilitate the development and implementation of strategic plans.

June 1992 – June 2018

**City of Norwalk
Director of Health**

Norwalk, Connecticut

- Led the Norwalk Department of Health for 25 years, one of four nationally accredited health departments in Connecticut and the first local health department in New England to earn this designation from the Public Health Accreditation Board (PHAB)
- Initiated and lead a bi-annual strategic planning process. Included Board, senior and line staff. Established a vision, mission, goals, objectives and a work plan. Established a performance management system, workforce development plan and formal quality improvement processes. The results included a continual revenue increases, targeting services to niche markets such as travel medicine and a 20% increase in hours of operation without additional cost.
- Co-chaired and staffed the Norwalk-New Canaan Health District Task Force. Developed a model for the first city/town health district in Connecticut. Performed revenue and cost analyses resulting in a 9% savings for Norwalk in the first year.
- Identified obesity levels among school aged children exceeding national averages and Healthy People 2010 goals. Convened a diverse work group to develop strategies and implement activities to reduce childhood obesity.
- Organized the Healthy Norwalk Partnership, with the Norwalk Hospital. To undertake community health assessments (CHA) and community health improvement plans (CHIP). Oversaw the lifestyle improvement initiatives set in the CHIP. Secured grant funds to develop and implement the NorWalker project, establishing walking routes in 14 neighborhoods. Assisted in the establishment of the Norwalk Bike/Walk Commission
- Spearheaded the growth of a licensed home care agency to 50,000 visits/year and \$3.6 MM/yr. revenue, (a 33% increase in three years), participation in horizontal and vertical networks and the accreditation by the Community Health Accreditation Program (CHAP). Developed a Request for Interest (RFI) and coordinated the process leading to the sale of the agency. Leased the vacated office space.
- Developed and monitored budgets in excess of \$4MM, supervised 30 employees delivering services that include preventable diseases, health promotion, laboratory, environmental services and emergency response.
- Founded the Norwalk Community Health Center, a 501 C (3) public/private venture, delivering 30,000 primary health care visits per year. Responsibilities included incorporating the organization, identifying and leasing a site, overseeing the design and construction of a \$1.2 MM facility, securing financing and approvals from various state agencies, negotiating contracts with consultants and providers, and recruiting staff. Served as the Interim Executive Director from 10/00 – 12/00 and 5/01- 12/01.

February 1988 - June 1992

**City of Bridgeport
Director of Health**

Bridgeport, Connecticut

- Opened health centers in four schools in four years utilizing funding from federal, state and local sources and private foundations that provided services to 4,000 students.
- Identified operating losses in four pediatric clinics. Implemented financial controls and developed a Request for Proposals for privatization.
- Led a municipal department with over 140 employees represented by 4 collective bargaining units. Represented management in contract negotiations and in Labor-Management work groups.

May 1978 - September 1985

Program Director

- Planned and implemented programs and evaluated the outcomes of lead poison prevention and environmental sanitation improvement projects.

December 1985 - February 1988

**Pomperaug Health District
Director of Health**

Southbury, Connecticut

- Led the negotiations between elected officials and an ad hoc task force to form a regional health district. Upgraded to full time and consolidated into a single entity the public health services for the towns of Southbury and Woodbury.
- Responsible for all phases of the startup operation including establishing financial systems, staff recruitment and policies and procedures development.

September 1985 - December 1985

**Westport- Weston Health District
Operations Assistant**

Westport, Connecticut

- Provided support to a management consultant reviewing all phases of the operation including writing policies and procedures.
- Performed a full range of environmental inspections.

EDUCATION

Yale University

New Haven, Connecticut

School of Medicine

Department of Epidemiology and Public Health

Master of Public Health

Fairfield University

Fairfield, Connecticut

Bachelor of Arts in Economics

AFFILIATIONS

Kingsway Senior Housing, President, Board of Directors

Glen Run Homeowners Association, President, Board of Directors

Public Health Accreditation Board (PHAB), Standards Development Work Group and Site Visitor

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #193)
Date: Wednesday, November 17, 2021 9:53:10 AM

Boards and Commissions Interest Form

Record #193 submitted from IP address 38.81.106.130 on 11/17/2021 9:53 AM

[View form](#)

ID	193
First Name	Jose
Last Name	Oromi
Street Address	211 Lloyd Drive
Zip Code	06825
Email Address	hr1jeo@hotmail.com
Cell Phone	203-331-6640
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Republican Party
Board or Commission	Bicycle and Pedestrian Committee
Read the Boards Role	Yes
How You Learned About the Position	I have attended two BPC meetings and attended a recent presentation by the committee
Who You Have	First Selectwoman, Other Person(s)

Spoken To	
Explanation of Interest and Contribution	Walker and cyclist safety in our town is very important to me. The ability to safely enjoy these activities in our town is one of the things that I love. I do have serious concerns about the safety of children and students safely walking or biking to school, and I think this should be a HIGH priority of this committee to look into and recommend solutions.
Resume or Bio	Jose Oromi resume.pdf
Additional Comments	

[Manage](#)

Jose E. Oromi
211 Lloyd Drive, Fairfield, CT 08825
(203) 331-6640
Hr1jeo@hotmail.com

PROFESSIONAL EXPERIENCE

2018-Present Executive Vice President, Horizons National

Primary focus has been new business and expansion of the network to 68 sites. Led the recruitment of new staff including new VP of Operations and VP of Programs. Convener for the Staff Equity and Diversity Working Group.

2016-2017 Chief Operations Officer, Horizons National

Focused on local and national growth strategy and sustainability systems for the affiliate network.

2009-2015. Chief Program Officer, Horizons National

Lead the development and implementation of program quality improvement strategies and support systems for the Horizons affiliate network. Helped grow the Horizons affiliate network from 18 to 47 affiliates during this time.

2005-2009 Executive Director, Horizons at Greens Farms Academy.

Grew student enrollment from 65 students to over 180 and increased fundraising revenue from \$250,000 to over \$800,000. Started a new school year and pilot high school program initiatives.

2003-2004 Sr. Director of Finance and Administration, Save the Children - US Programs

Responsible for the development of operating standards and procedures to improve the fiscal oversight of the \$14+ million US programs budget. Oversaw the sub-granting vetting and approval process for 100+ community-based organizations in 15 states.

2001-2002 Director of Community Programs, Save the Children - US Programs

Responsible for securing and developing Save the Children's AmeriCorps Program, managing Continuous Program Improvement initiative, developing education and health initiatives for the America's Forgotten Children Campaign (outreach to isolated rural communities), and fiscal oversight for the department.

2000 Associate Director for the National Leadership Collaborative, Save the Children - US Programs

Responsible for managing the David and Lucille Packard Foundation funded National Leadership Collaborative to support a network of rural and urban community program partnerships and leadership initiatives for staff, parents and youth leaders.

1999 Program Manager, Save the Children - US Programs

Managed urban program initiatives focusing on out-of-school time programming involving twenty community organizations. I coordinated training of program partner leadership, technical assistance on organizational development and evaluation design.

1997-1998 Program Manager, Louisiana Delta Service Corps

Responsible for recruitment, training and placement of 75 AmeriCorps members.

1995-1996 Youth Services Coordinator, DC Community Prevention Partnership

Responsible for coordinating city-wide drug and violence prevention program for adolescents in the District of Columbia in partnership with DCPS, city government, and other NGOs.

1994 Program Director, Academy of Hope

Developed and implemented GED initiatives for adults in recovery.

1992-1993 Coordinator, Regional Office of Central American Programs, Guatemala

Supported wide range of community programs ranging from environmental protection, housing, substance abuse prevention, gang intervention and teacher training in five Central American countries.

1992-1993 Substitute Teacher, The American International School of Guatemala

Taught history, math and civics. Cultural and peer group counselor for the eleventh grade. Head Coach for the Varsity Men's Volleyball team and Junior Varsity Men's Basketball team.

EDUCATION AND TRAINING

BA in History and Political Science, University of Florida.

Studied 1 year in Guatemala with a focus on Central American history.

Board Source Certified Consultant.

LANGUAGES

Fluent in Spanish.

PERSONAL

Proud and grateful father to Pasqual Oromi-Widmer, a very happy 8 year old.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

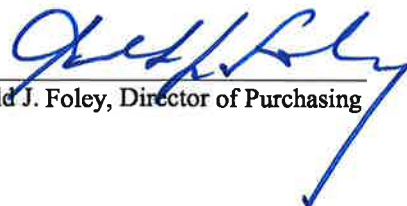
(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Thursday, 12 May 2022, the Purchasing Authority recommended an award of bid number 2022-168 Bird Observation Blind, to RFJ Associates, LLC, dba Tomlinson Hawley Patterson, Trumbull, CT, for the lump sum amount of \$31,405.29, to provide labor, materials, equipment, and all else necessary to supply and install a new bird observation blind for the Conservation Department based on the bid specifications.

The award of this contract to RFJ Associates, LLC, dba Tomlinson Hawley Patterson 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 #2022-168 Bird Observation Blind Project

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

Date Submitted April 28 2022

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.

Bidder: RFJ Associates, LLC dba
Tomlinson Hawley Patterson
Doing Business As (Trade Name)
2225 Reservoir Ave.
Address:

Thomas E. R.
First Selectwoman
John F. Jagoe, Jr.
Director of Purchasing
04/07/2022
Date

Trumbull, CT 06611
Town, State, Zip
Richard F. Jagoe, Jr., Vice Pres.
(Mr/Ms) Name and Title, Printed
Richard F. Jagoe, Jr.
Signature
203-372-3583
Telephone Fax
richjagoe@thp-gc.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, 28th April, 2022

To provide labor, materials, equipment and all else necessary to supply and install a new Bird Observation Blind structure as detailed in the attached specifications.

NOTE:

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 2022-168" 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

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

I, Richard F. Jagoe, Jr. have received the following contract documents,

1. BID Document #2022-168,
2. Posted addenda (if any) numbered 1 thru 2, posted at www.fairfieldct.org/purchasing.htm

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

Lump sum for all work involved : \$ Thirty-twoThousand Nine Hundred Ninety Four dollars
(32,994.00)

Brand of Materials Specified : GAF Roofing

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted.
The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- ☒ Cover page, completed and signed.
- ☒ Addenda acknowledged per Item 2 on Bid Proposal Form, or
- ☒ Signed and submitted with modified pricing if requested.
- ☒ List of references where projects performed of comparable size and scope within the past three years.
- ☒ Schedule of values.
- ☒ List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Richard F. Jagoe, Jr., Vice President
Name and Title of Authorized Representative (Printed)

Richard F. Jagoe, Jr.
Signature

4/28/22
Date

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company City of Milford Phone 203-783-3432
Contact Person Patrick Bradbury Cell _____
Company Address 70 West River St., Milford, CT 06460 Email pbradbury@milforded.org
Project, Location, & Date Completed East Shore Middle School; Orange Ave. Elementary School;
Joseph Foran High School; Mathewson Elem. School; JFK Elementary School - August 2021

REFERENCE #2:

Name of Company Town of Branford Phone 203-483-5229
Contact Person Joseph Sepot, Architect Cell _____
Company Address 1019 Main St., Branford, CT Email jsepot@sepotarchitects.com
Project, Location, & Date Completed Foote Memorial Park Restroom Renovations
August 2020

REFERENCE #3:

Name of Company Town of Stratford Phone 203-245-3346
Contact Person Brian Snyder, Architect Cell _____
Company Address 2725 Main Street, Stratford, CT Email brian@snyderarchitects.com
Project, Location, & Date Completed Bunnell High School Field House
July 2018

REFERENCE #4:

Name of Company Town of Stratford Phone 203-245-3346
Contact Person Brian Snyder, Architect Cell _____
Company Address 2725 Main Street, Stratford, CT Email brian@snyderarchitects.com
Project, Location, & Date Completed Juliette Low Park Pavilion
November 2020

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

PROJECT:	BIRD	TOMLINSON HAWLEY PATTERSON, 2225 RESERVIOR AVE			TRUMBULL, CT 06611		
	OBSERVATION						
ARCHITECT:	0				THP JOB NUMBER:		
	0				REQUISITION NUMBER	DRAFT	
					PERIOD:		
OWNER:	town of fairfield				Invoice #:		
	0						
DESCRIPTION	SCHEDULED	PREVIOUS	THIS	STORED	TOTAL	PERCENT	BALANCE
	VALUE	APPLICATION	PERIOD	MATERIAL	COMPLETED	COMPLETE	TO FINISH
Super	\$ 3,295.00		\$ -		\$ -	0.00%	\$ 3,295.00
Trucking	\$ 3,696.00		\$ -		\$ -	0.00%	\$ 3,696.00
Bond	\$ 391.23		\$ -		\$ -	0.00%	\$ 391.23
EXCAVATION	\$ 2,985.90		\$ -		\$ -	0.00%	\$ 2,985.90
CONCRETE MATERIAL	\$ 4,133.00		\$ -		\$ -	0.00%	\$ 4,133.00
CARP ROUGH	\$ 16,243.56		\$ -		\$ -	0.00%	\$ 16,243.56
SHEATHING PLYWOOD	\$ 1,780.59		\$ -		\$ -	0.00%	\$ 1,780.59
hangers /ties straps	\$ 4,652.35		\$ -		\$ -	0.00%	\$ 4,652.35
ROOFING	\$ 1,135.13		\$ -		\$ -	0.00%	\$ 1,135.13
	\$ -		\$ -		\$ -		\$ -
DUMPSTERS	\$ 866.00		\$ -		\$ -		\$ 866.00
Sales Tax	\$ 450.05		\$ -		\$ -	0.00%	\$ 450.05
PERMIT	\$ 747.42		\$ -		\$ -	0.00%	\$ 747.42
TOTAL	\$ 32,993.99	\$ -	\$ -	\$ -	\$ -	0	\$ 32,993.99

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1: None

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

State of Connecticut

Department of Administrative Services Construction Contractor Prequalification Program

This certifies

RFJ Associates, LLC

Tomlinson Hawley Patterson (THP)

2225 Reservoir Ave., Trumbull, CT 06611

As a

Prequalification Construction Contractor

May 21, 2022 through May 20, 2023

CONTACT INFORMATION

Name: Alberta Jagoe
Phone: 203-372-3583
Fax: 203-371-7549
Email: ajagoe@thp-gc.com

Effective Date
5/21/2022

Aggregate Work Capacity (AWC)
\$25,000,000.00

Single Limit (SL)
\$15,000,000.00

Classifications
CONCRETE, DRYWALL AND
ACOUSTICAL, GENERAL BUILDING
CONSTRUCTION (GROUP C),
GENERAL TRADES

Name: Richard F. Jagoe
Phone: 203-372-3583
Fax: 203-371-7549
Email: rjagoe@thp-gc.com

Classification Name
CONCRETE

Description

Installation, renovation, repair and maintenance of cast in place concrete structures including foundations and structural concrete components including such incidental or related work as is customarily performed by those in the concrete trade.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.
For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

Name: Richard F. Jagoe, Jr.
Phone: 203-372-3583
Fax: 203-371-7549
Email: richjagoe@thp-gc.com

DRYWALL AND ACOUSTICAL Installation, renovation, repair and maintenance of drywall and/or acoustical systems composed of metal or wood studs, drywall, taping including such incidental or related work as is customarily performed by those in the drywall/acoustical trade.

GENERAL BUILDING CONSTRUCTION (GROUP C) The undertaking of general contracts for the construction of buildings i.e. new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory. **Note:** If you are prequalified for General Building Construction under Group C, you are automatically prequalified for Group A and Group B. Also if you are prequalified for General Building Group C you will automatically be prequalified for General Trades. **Note:** For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection. Projects that are threshold buildings may require a Major Contractor Registration.

GENERAL TRADES The undertaking of general contracts for the construction and/or supervision of several sub-trades but not the construction of buildings as described in General Building Construction. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. The work of this category is intended for the interior finishes of a building.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.
For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update Statement

(Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include an update statement in such form as the Commissioner of Administrative Services prescribes and, if required by the public agency soliciting such bid, a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The form for such update statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status as determined by the provisions of subdivision (6) of subsection (c) of 4a-100 of the Connecticut General Statutes, and such other relevant information as the Commissioner of Administrative Services prescribes. Any public agency that accepts a bid submitted without a copy of such prequalification certificate, if required by such public agency soliciting such bid, and an update statement, may become ineligible for the receipt of funds related to such bid, except the public agency soliciting such bids may allow bidders no more than two business days after the opening of bids to submit a copy of the prequalification certificate, if required by such public agency, and an update statement.

PROJECT THAT COMPANY IS BIDDING ON

PROJECT NAME	Bird Observation Blind Project
PROJECT NUMBER	2022-168

COMPANY INFORMATION

LEGAL BUSINESS NAME	RFJ Associates, LLC	
DBA	Tomlinson Hawley Patterson (THP)	
TAXPAYER ID	061530614	
BUSINESS ADDRESS	2225 Reservoir Ave.	
BUSINESS CITY, STATE, ZIP	Trumbull CT 06611	
PREQUALIFICATION CONTACT	Alberta Jagoe	203-372-3583 ext.
	Richard F. Jagoe	203-372-3583 ext.
	Richard F. Jagoe, Jr.	203-372-3583 ext.

PREQUALIFICATION INFORMATION

EXPIRATION DATE	5/20/2022
SINGLE LIMIT	\$15,000,000.00
AGGREGATE WORK CAPACITY (AWC)	\$25,000,000.00
REMAINING AGGREGATE WORK CAPACITY *	\$19,087,984.29

* The Remaining Aggregate Work Capacity equals your company's AWC minus the Total \$ Amount of Work Remaining

BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT

Project Name	Project Owner	% Completed	Total Contract Amount	Work Remaining
West Haven High School Phase 3	City of West Haven	78	\$556,088.00	\$122,339.36

State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update Statement

(Statement to be included with the bid)

Francis Walsh Intermediate School & Central Offices	Town of Branford	90	\$4,317,848.00	\$431,784.80
Window Replacement & HVAC Upgrades Ph 3,4, 5	Town of Greenwich	74	\$7,100,018.00	\$1,846,004.68
Central Middle School Auditorium Cooling	Town of Greenwich	90	\$321,176.00	\$32,117.60
North Haven Fire Department Training Tower	Town of North Haven	78	\$497,250.00	\$109,395.00
Riverside School HVAC	Town of Greenwich	1	\$265,597.00	\$262,941.03
North Haven Schools Security	Town of North Haven	50	\$873,579.00	\$436,789.50
Jefferson Elementary School	City of Norwalk	14	\$1,982,609.00	\$1,705,043.74
Greenwich High School Cardinal Stadium Ph 1	Municipality	80	\$4,828,000.00	\$965,600.00

Total Amount of Work Remaining

\$5,912,015.71

BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE AWARDED AND 100% COMPLETED SINCE THE DATE OF YOUR INITIAL PREQUALIFICATION OR YOUR LAST RENEWAL

Project Name	Project Owner	Date Completed	Total Contract Amount
Wilbur Cross & JFK Renovations	City of Bridgeport, CT	7/24/2009	\$860,849.00
Bridgeport Hospital Emergency Room	Bridgeport Hospital	6/30/2010	\$4,165,508.00
Great Captain's Island Lighthouse	Town of Greenwich	9/15/2009	\$1,199,117.00
Shelton High School	City of Shelton, CT	10/30/2009	\$4,766,086.00
Eastern & Central Middle Schools Bathroom Renovations	Greenwich Board of Education	11/9/2009	\$622,679.00
Trumbull High School - Additions & Renovations Phase 1A	Town of Trumbull	10/31/2013	\$1,482,000.00
Mianus Dockmaster Building	Town of Greenwich	9/30/2011	\$499,725.00
Scan Tool Mold 11,000 sq ft Addition	JJ&J Realty LLC	8/31/2012	\$1,634,419.00
Reach Building Renovations	Town of Trumbull Board of Education	7/31/2010	\$165,000.00
St. Pius X Portico Renovations	St. Pius X Church Building Committee	12/15/2010	\$65,000.00
Chatfield Lopresti Elementary School	Town of Seymour	8/19/2012	\$2,690,006.00
Bunnell High School - Stratford - Science Labs	Town of Stratford	9/30/2012	\$1,213,700.00
Roger Sherman School - Fairfield	Town of Fairfield	10/28/2012	\$2,463,055.00
JFK School - Milford	City of Milford	11/14/2012	\$302,964.00
Franklin School - Floor Replacement	Town of Stratford	9/30/2012	\$73,204.00

State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update Statement

(Statement to be included with the bid)

West Haven City Hall Renovations	City of West Haven	8/31/2015	\$3,696,541.00
Town of Stratford Nichols School	Town Stratford	10/1/2013	\$179,000.00
Town of Stratford Town Hall Windows	Town of Stratford	10/1/2013	\$99,169.00
Guilford High School	Town of Guilford	6/1/2016	\$4,890,822.00
Amistad High School	City of New Haven	12/1/2014	\$2,366,800.00
Pavilion at Short Beach	Town of Stratford	10/1/2013	\$68,000.00
Black Rock Elementary School	City of Bridgeport	12/1/2014	\$1,471,142.00
Lockset Replacement	City of Milford	4/1/2013	\$195,250.00
Wilcoxson School Floor Replacement	Town of Stratford	8/20/2014	\$633,128.00
Sikorsky Aircraft Large Diameter Fans	Sikorsky Aircraft	1/14/2015	\$365,000.00
Whiting Turner Yale West Campus 1/3 Lab Renov.	Yale School of Medicine	10/31/2015	\$1,100,000.00
City of Milford, JFK Hazardous Material	City of Milford/Board of Education	8/15/2014	\$157,500.00
Town of Greenwich Parkway School Renovations	Greenwich Board of Education	8/15/2014	\$290,823.00
Renovations to Station #5 to Borough of Woodmont	Borough of Woodmont	11/1/2015	\$493,000.00
Bridgeport Fairchild Wheeler Golf Cart Barn	City of Bridgeport	10/31/2015	\$615,915.00
Ludlowe High School Renovations	Town of Fairfield	8/28/2015	\$1,118,844.00
Norden Miscellaneous Work	Northrup Grumman	12/15/2014	\$694,510.00
Norden Roof Restoration	Northrup Grumman	12/15/2014	\$338,853.00
Stratford Public Library	Town of Stratford	8/1/2017	\$1,022,769.00
North Mianus Toilet Renovations	Greenwich Board of Education	8/28/2015	\$311,799.00
Foran High School Abatement	City of Milford	10/31/2015	\$375,924.00
Town of Stratford Firehouse #4	Town of Stratford	6/1/2016	\$98,620.00
Western Middle School Curtain Wall	Town of Greenwich Board of Education	5/31/2018	\$2,633,042.00
Sikorsky Aircraft Rotors Assembly Area	Sikorsky Aircraft	8/1/2016	\$3,050,338.00
Greenwich Eastern, Western and Central Middle Schools	Greenwich Board of Education	8/20/2016	\$900,000.00
The Bridge Academy Science Classrooms	The Bridge Academy	8/15/2016	\$358,292.00
Danbury High School Phase 4	Rizzo Corporation	8/31/2019	\$5,201,908.00
Washington Trust/Konover	Konover Associates	1/20/2017	\$244,103.00
PMB Renovations	Lockheed Martin/Sikorsky Aircraft	4/1/2018	\$625,659.00
Additions & Alterations to Bunnell Field House	Town of Stratford	10/1/2017	\$1,131,877.00

State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update Statement

(Statement to be included with the bid)

Danbury High School Cafeteria Phase 3.1	City of Danbury	10/15/2017	\$558,550.00
The Bridge Academy New Office	The Bridge Academy	10/1/2017	\$123,220.00
WT - Yale University Durfee Hall Phase II	Yale University	11/1/2017	\$1,535,224.00
MAC AFO 53K	Sikorsky Aircraft	9/1/2018	\$564,920.33
Holland Hill Elementary School Additions and Alterations Phase 1 of 3	Town of Fairfield	8/21/2019	\$1,654,296.00
Eastern Middle School Window Repl. Re-Bid	Town of Greenwich Board of Education	8/31/2019	\$2,252,028.00
North Haven Police Dept. Additions & Alterations	Town of North Haven	7/30/2019	\$190,089.00
Greenwich H. S. Locker Room Renovations	Town of Greenwich Board of Education	8/31/2019	\$1,705,320.00
Higgins Hall - WCSU	State of Connecticut	6/25/2020	\$1,385,861.00
Booth Hill Elementary School Window & Entrance Replacement	Town of Trumbull	10/17/2019	\$1,146,562.00
Shelton Plumb Library Elevator	City of Shelton	10/30/2019	\$264,423.00
Jane Ryan Elementary School Window & Entrance Renov	Town of Trumbull	10/17/2019	\$1,119,469.00
Trumbull Senior Center Kitchen Renov.	Town of Trumbull	2/4/2019	\$160,379.00
Alice Peck Early Learning Center	Town of Hamden	8/26/2020	\$5,813,535.00
Stratford Library Renovations	Town of Stratford	6/26/2020	\$433,386.00
Weston EMS Public Safety Facility	Town of Weston	2/17/2021	\$1,862,669.00
Entrance Upgrades at Orchard Hills School	City of Milford	9/7/2020	\$370,985.00
Entrance Upgrades at The Academy	City of Milford	9/7/2020	\$245,900.00
Entrance Upgrades at Harborside Middle School	City of Milford	9/7/2020	\$548,776.00
Entrance Upgrades at Meadowside School	City of Milford	9/7/2020	\$607,653.00
Entrance Upgrades at Jonathan Law High School	City of Milford	9/7/2020	\$216,690.00
John F. Kennedy School HVAC Replacement	City of Milford	9/7/2021	\$869,713.00
Entrance Upgrades Orange Avenue School	City of Milford	9/7/2021	\$284,885.00
Entrance Upgrades East Shore Middle School	City of Milford	9/7/2021	\$409,223.00
Entrance Upgrades John F. Kennedy Elementary School	City of Milford	9/7/2021	\$287,437.00
Joseph A. Foran High School	City of Milford	9/7/2021	\$315,501.00
Mathewson Elementary School	City of Milford	9/7/2021	\$266,615.00

PERSONNEL WHO WILL HAVE SUPERVISORY RESPONSIBILITY FOR THE PERFORMANCE OF THE CONTRACT BEING BID ON

No Records Found For Supervisor

CHANGES IN YOUR COMPANY'S FINANCIAL CONDITION OR BUSINESS ORGANIZATION WHICH MIGHT AFFECT YOUR COMPANY'S ABILITY TO SUCCESSFULLY COMPLETE THIS CONTRACT

HAVE THERE BEEN ANY CHANGES? NO

IF YES, EXPLAIN

I CERTIFY UNDER PENALTY OF LAW THAT ALL OF THE INFORMATION CONTAINED IN THIS UPDATE STATEMENT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AS OF THE DATE BELOW.


Signature

4/28/2022
Date

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.

The DAS' Contractor Prequalification Program can be reached at DAS.Prequalification@ct.gov

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RFJ Associates LLC dba Tomlinson Hawley Patterson
2225 Reservoir Avenue
Trumbull, CT 06611

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square
Hartford, CT 06183
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Fairfield
725 Old Post Road
Fairfield, CT 06825

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid #2022-168 Bird Observation Blind Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of April, 2022.


(Witness)


RFJ Associates LLC dba Tomlinson Hawley Patterson
(Principal) (Seal)

By: 
(Title)


(Witness) Ashley Alexis

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By: 
(Title) Nicole Plourde, Attorney-in-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicole Plourde of Glastonbury, CT, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR

Principal: RFJ Associates LLC dba Tomlinson Hawley Patterson
Obligee: Town of Fairfield

Project Description: Bid #2022-168 Bird Observation Blind Project

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of April, 2022.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BID # 2022-168
DESC Bird Observation Blind Project
DATE 4/28/2022
TIME 11:00 AM

Town of Fairfield - Bid Results

	RFJ Associates, LLC	Re-Tech LLC	NAC Industries Inc.
Lump Sum for all Work Involved	Trumbull, CT	Fairfield, CT	Oxford, CT
Brand Specified	\$32,994.00	\$39,300.00	\$77,000.00
	GAF Roofing	Per Specifications	To meet Engineers Approval

SERVICE AGREEMENT

This AGREEMENT, made this day of 24 May 2022, by and between the **TOWN OF FAIRFIELD**, in the County of Fairfield, a municipal Corporation of the State of Connecticut (hereinafter "**TOWN**"), and RFJ Associates, LLC, dba Tomlinson Hawley Patterson a Connecticut Corporation with its principal place of business at 2225 Reservoir Ave., Milford, Connecticut, (hereinafter "**CONTRACTOR**").

WITNESSETH, That for and in consideration of the premises and the agreement herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

FIRST: Statutes.

The Contractor agrees to accept and abide by the provisions of Title 31, Section 53 of the 1965 Supplement to the General Statutes, State of Connecticut, which require "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (b) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the Contractor agrees to comply with each

provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (d) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

SECOND: Engagement and Authorization.

Subject to the terms and conditions set forth in this Agreement, Town does hereby engage and authorize Contractor — and Contractor does hereby accept such engagement and authorization, as an independent contractor for Town — to construct the Construction Project, as here in defined, and to manage such construction for Town. The Contractor further covenants and agrees at its own proper cost, charge, and expense to furnish all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works equipment and fixtures, appurtenant thereto, as set forth in the Contractor's proposal, annexed hereto, as Exhibit A and known as **PURCHASE ORDER NO.22XXXXXX**, and as described in the Invitation to Bid #2022-168 Plans and Specifications, attached hereto as Exhibit B, made and prepared by the Town of Fairfield Purchasing Department, in the County of Fairfield; and in the Contract Documents, as defined below in this Contract, which are incorporated by reference and wholly made a part of this Contract to the same extent as though the same were herein expressly written, in a first-class workmanlike manner, and in strict accordance with the plans, drawings and specifications therefore, invitation for bid, and the Contractor's proposal all of which plans, drawings, specifications, invitation to bid, proposal, award resolution and other Contract Documents. Such work will be performed under the supervision of the Responsible Town Official

(herein "RTO"), who for the purposes of this Contract, shall be the Director of Public Works of the Town of Fairfield and/or his appointed agent.

THIRD. In consideration of the Contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefore, advertisement, proposal and other Contract Documents, the Town of Fairfield covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the General Conditions as accepted in the bid submission attached hereto as Exhibit C.

FOURTH. The Contractor agrees to indemnify, defend and hold harmless the Town of Fairfield, its employees, agents and servants from any and all claims or demands for damages or injuries to either person or property which arise or may arise out of the performance of this contract, and shall indemnify and insure the Town of Fairfield in the manner more particularly set forth in the Insurance Requirements attached herein as Exhibit D, which are made part of this Contract.

FIFTH. The term "Contract Documents" shall mean and include the following:

Advertisement for Bid

1. Instructions to Bidders
2. Bid Proposal
3. All Contract Forms:
 - a. Bid Bond
 - b. Certificate of Surety
 - c. Statement of Compliance with Bidding Requirements
 - d. Contract
 - e. Acknowledgement of Officer of Town Executing Contract
 - f. Acknowledgement of Corporate Contractor
 - g. Acknowledgement of Contractor, if an Individual
 - h. Performance and Labor and Material Bond
 - i. Certificate of Insurance
 - j. Non-Collusion Affidavit of Prime Bidder
 - k. Non-Collusion Affidavit of Subcontractor
 - l. Notice of Award
 - m. Notice to Proceed
 - n. Change Orders
 - o. Town of Fairfield, Standard Insurance Requirements
4. General Conditions
5. Supplemental General Conditions
6. Special Conditions
7. All Federal and State Required Contract Provisions Including:
 - a. CHRO-Contract Compliance Regulations-Notification to Bidders
8. Contract Drawings

IN WITNESS WHEREOF, the Board of Selectmen of the Town of Fairfield, in the County of Fairfield has authorized the Corporate Seal of the Town of Fairfield to be hereto affixed and this Contract to be signed by the Purchasing Authority and that same attested to by the Town Clerk and the Contractor has caused this Contract to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed all the day and year first above written.

TOWN OF FAIRFIELD

By_____

Its: _____

Date: _____, 2022

By_____

Its: _____

Date: _____, 2022

**RFJ Associates, LLC, dba Tomlinson Hawley
Patterson**

By_____

Its:

Date: _____, 2022

EXHIBIT A
CONTRACTOR'S PROPOSAL
PURCHASE ORDER NO.22XXXXXX

EXHIBIT B
INVITATION TO BID #2022-168

EXHIBIT C
BID SUBMISSION

EXHIBIT D
CERTIFICATE OF INSURANCE

PROJECT:	BIRD	TOMLINSON HAWLEY PATTERSON, 2225 RESERVIOIR AVE			TRUMBULL, CT 06611		
	OBSERVATION						
ARCHITECT:	0				THP JOB NUMBER:		
	0				REQUISITION NUMBER:	DRAFT	
					PERIOD:		
OWNER:	town of fairfield				Invoice #:		
	0						
DESCRIPTION	SCHEDULED	PREVIOUS	THIS	STORED	TOTAL	PERCENT	BALANCE
	VALUE	APPLICATION	PERIOD	MATERIAL	COMPLETED	COMPLETE	TO FINISH
Super	\$ 3,295.00		\$ -		\$ -	0.00%	\$ 3,295.00
Trucking	\$ 3,696.00		\$ -		\$ -	0.00%	\$ 3,696.00
Bond	\$ 391.23		\$ -		\$ -	0.00%	\$ 391.23
EXCAVATION	\$ 2,985.90		\$ -		\$ -	0.00%	\$ 2,985.90
CONCRETE MATERIAL	\$ 4,133.00		\$ -		\$ -	0.00%	\$ 4,133.00
CARP ROUGH	\$ 16,243.56		\$ -		\$ -	0.00%	\$ 16,243.56
SHEATHING PLYWOOD	\$ 1,780.59		\$ -		\$ -	0.00%	\$ 1,780.59
hangers /ties straps	\$ 4,652.35		\$ -		\$ -	0.00%	\$ 4,652.35
ROOFING	\$ 1,135.13		\$ -		\$ -	0.00%	\$ 1,135.13
	\$ -		\$ -		\$ -		\$ -
DUMPSTERS	\$ 866.00		\$ -		\$ -		\$ 866.00
Sales Tax	\$ 450.05		\$ -		\$ -	0.00%	\$ 450.05
PERMIT	\$ 747.42		\$ -		\$ -	0.00%	\$ 747.42
TOTAL	\$ 32,993.99	\$ -	\$ -	\$ -	\$ -	0	\$ 32,993.99

Scope Review performed on May 10, 2022. The above items were mutually agreed upon by the Tomlinson Hawley Patterson and the Town of Fairfield.

1. Performance and Labor bond were waived due to the total project value is under \$100k. (391.23)
2. The Town is exempt from Sales Tax. (450.05)
3. Town permitting fees are waived, with the exception of \$9.00 State Education fee that Tomlinson Hawley Patterson will carry in their base bid price. (747.42)

Mutually agreed upon credits (1,588.70) Total

Contract Amount: \$31,405.29



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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

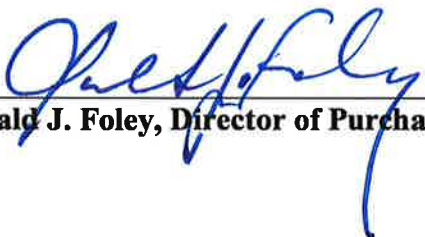
Award Recommendation Resolution:

On Wednesday, 27th April 2022, the Purchasing Authority recommended an award of Bid number 2022-157 to Vortex Services, LLC of Livermore, Maine, to provide labor, materials, equipment and all else necessary to perform the rehabilitation of the sewer system as detailed in the Bid specifications.

This award is recommended to Vortex Services, LLC as the lowest responsive and responsible bidder.

The award of the contract to Vortex Services, LLC for the rehabilitation of the sewers may be subject to the review and approval of the Board of Selectmen.


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 #2022-157

PHASE 4 – SEWER SYSTEM CLEANING, CCTV & REHABILITATION

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

Date Submitted April 11 2022

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.

Bidder:

Vortex Services, LLC.

Doing Business As (Trade Name)

521 Federal RD

Address

Livermore, ME, 04253

Town, State, Zip

Shawn Ready NE Regional VP.

(Mr/Ms) Name and Title, Printed

Shawn Ready

Signature

(207) 897-3348 (207) 897-3627

Telephone

Fax

office@vortexcompanies.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, Tuesday, 12 April, 2022

To provide labor, materials, equipment and all else necessary, to perform the rehabilitation of the sewer system 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 #2022-157" 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.

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company N/A Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID#

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company Rochester Public Works Phone (603) 332-4046
Contact Person Scott McGlynn Cell (603) 953-3028
Company Address 45 Old Dover Rd, Rochester NH Email Scott.McGlynn@RochesterNH.net
Project, Location, & Date Completed Clean Sewer Siphons, Rochester NH, March 15-18, 2022

REFERENCE #2:

Name of Company Weston & Sampson Phone 508-502-7034
Contact Person Matt Haughton Cell 774-644-6560
Company Address 427 Main St. Suite 400 Worcester, MA Email haughtonm@wsginc.com
Project, Location, & Date Completed Clean/inspect high flow interceptors
Fitchburg, MA 3/28-29 2022

REFERENCE #3:

Name of Company Bath Waste Treatment Phone (207) 443-8346
Contact Person Bryan Levitt Cell (207) 721-7895
Company Address 1 Town Landing Rd, Bath, ME Email bryan@cityofbath.com
Project, Location, & Date Completed Clean various Force mains, Bath, ME
3/2 - 3/4 / 2022

REFERENCE #4:

Name of Company City of Lewiston, ME Phone (207) 513-3077
Contact Person Jeff Beaulieu Cell _____
Company Address 103 Adams Ave, Lewiston, ME Email JBeaulieu@lewistonmaine.gov
Project, Location, & Date Completed FY21-22 Cleaning & CCTV of existing Sanitary Sewer
Lewiston, ME, 2021-2022

REFERENCE #5:

Name of Company EcoMaine Phone _____
Contact Person Jason Kenney Cell (978) 879-9042
Company Address 64 Blueberry Rd, Portland, ME Email Kenney@ecomaine.org
Project, Location, & Date Completed 5 year MSA, including cleaning & CCTV of
Leachate System, ME, 2021-2026

Secretary of the State of Connecticut

Certificate of Legal Existence

Certificate of Legal Existence Certificate

Date Issued: April 11, 2022

I, the Connecticut Secretary of the State, and keeper of the seal thereof, do hereby certify that the below limited liability company organized under the laws of United States / DE and transacting business in the state of Connecticut filed an application for certificate of registration to transact business in this office.

A certificate of withdrawal of registration has not been filed, and so far, as indicated by the records of this office, such limited liability company is authorized to transact business in Connecticut.

Business Details

Business Name in State of Formation	VORTEX SERVICES, LLC
Name used to transact Business in Connecticut	VORTEX SERVICES, LLC
Business ALEI	US-CT.BER:1333962
Registration Date	01/21/2020



Secretary of the State

Business ALEI: US-CT.BER:1333962

Note: To verify this certificate, visit Business.ct.gov

Certificate Number: C-00039806



Town of Fairfield
Purchasing Authority
725 Old Post Road
Fairfield, CT 06824
Bid #2022-157

April 11, 2022

Attn: Director of Purchasing

Re: **Request for Proposals: Phase 4 – Sewer System Cleaning, CCTV, and Rehabilitation**

Per the District's request, Vortex Services LLC is pleased to present the following submittal for the Sewer System Cleaning, CCTV, and Rehabilitation for the Town of Fairfield.

Founded in 1972, Vortex Services, formerly known as the Ted Berry Company, has extensive proven experience in municipal and industrial pipe cleaning, inspection, and trenchless rehabilitation. Vortex Services has completed projects from unplanned emergency services to large scale comprehensive cleaning and CCTV inspection projects. With multiple dedicated MSI inspection units, Vortex Services will supply a quality team to perform condition assessment work as inspections are scheduled.

Collection of data in the field, by use of robotic CCTV inspection and Multi-Sensor inspections and equipment is a task that Vortex Services dedicates a full-time staff of approximately 18 field-based employees. ALL operators have current NASSCO PACP and MACP certifications which is essential to having consistent information come from the field. As with many other highly skilled tasks, Multi-Sensor data collection in the field requires the skill and expertise of dedicated operators and state of the art Multi-Sensor equipment. Vortex Services prides itself in its trained staff and equipment that has capabilities for any scenario that may exist during Multi-Sensor inspection projects. Our CCTV/Multi-Sensor vans are dedicated to operators who take pride in their workplace and ownership of the results that they deliver. The most advanced field collection tools including digital video and imaging capture and Granite Net data collection software give our team the tools they need to succeed.

Vortex Services operates under a structure that allows all team members to participate in our success and be held accountable for safety and project performance. This collaborative effort is not common in today's workplace; however, the camaraderie that exists within our company and the pride in work is evident throughout our crews.

Safety Team – Vortex Services commitment to Safety has always been foremost. With A full-time Regional HSE Manager, we strive to keep our employees out of harm's way. Our safety program consists of weekly safety toolbox meetings, weekly regional management safety status reviews, Daily Safety Task Assessments, extensive new employee safety onboarding process, regulatory compliance training, and jobsite safety observations conducted from our HSE Manager and Regional Vice President. We also track our safety progress weekly with the use of KPIs- measuring our progress and assisting us to constantly improve. Our team has an inclusive Health and Safety Program available to reference at any time and we provide all our field employees with a Field Safety Guide, along with state-of-the-art equipment to keep them safe.



Management Team - The Vortex Services management team consists of a Regional Vice President operations staff and administrative staff, and advisors that work collaboratively on achieving defined goals and providing a high level of service to its customers. The management team consists of (3) critical parts. (1) The Regional Vice President and, (2) The Operational Senior Management Team made up of 2 Operations Managers, (3) Senior Project Managers and key operational staff.

Operations Team - The Vortex Services Operations Team consists of the following key positions. The General Manager oversees the daily operations of the business and company projects, Project Managers who report directly to the Regional Vice President the Project Administrator who assists the Project Managers and reports to the Regional Vice President, The Finance Manager who reports to the Ownership Team with critical daily financial information, and our Fleet and Equipment Reliability Manager who maintains all company owned and operated equipment.

Field Operations - The Vortex Services Field Operations Team is made up of over 80 employees which comprises between 15-20 daily work teams dependent on the project responsibilities of any given day. The field staff is a highly trained group who are in direct contact with their direct supervisors on a daily basis. All field staff are tracked with our internal labor utilization reports which allows management personnel to monitor real time where productivity or efficiencies can be gained, there are a number of key performance indicators (KPI's) in regard to individual and service group performance that are viewed daily by senior staff. All Vortex Services Field Supervisory staff have 'smart phones' and data packages so communication of critical project data and the company staffing schedule are available real time in the field.

Subcontractor Qualifications

Traffic Control is often a function that is subcontracted by Vortex Services Operations Team. Our subcontractors are required to adhere to all local, state, and federal safety regulations and must have documentation in hand of training required to perform traffic control duties. "Flagging" is governed by state law and includes both the OSHA and MDOT standards.

No other services that would be anticipated under this contract would be subcontracted as Vortex Services Company provides all services with its own staff and equipment including CCTV inspection, Pipeline cleaning, by-pass pumping, remote easement work, and project management.

Any subcontractor that is hired by Vortex Services must comply fully with the Vortex Services Safety handbook and all local, state, and federal safety regulations.

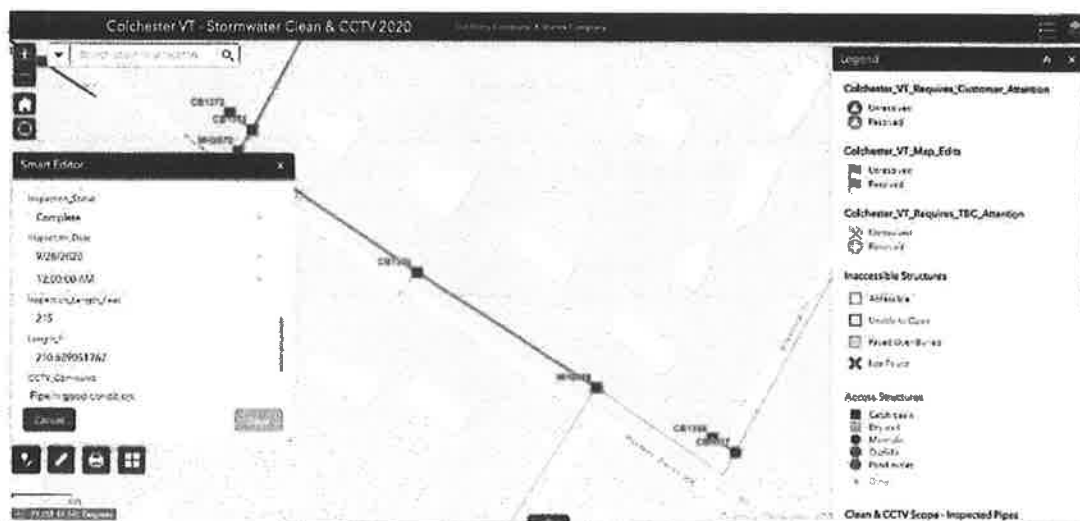
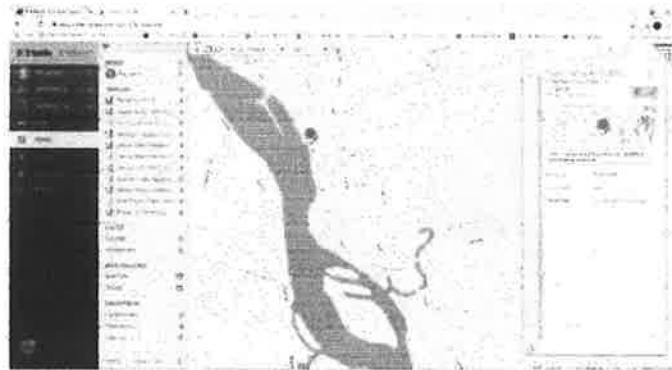
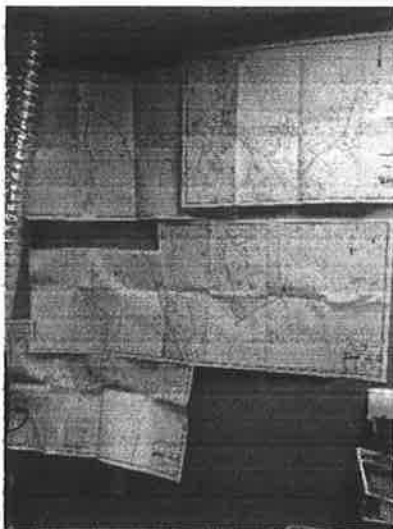
The Data Team

The Vortex Services Data Team consists of 6 full time NASSCO (PACP, MACP) certified employees dedicated to the quality, accuracy and integration of all our asset inspection data. Equipped with state-of-the-art equipment, this team performs QA/QC of a minimum 10% of all inspection data gathered in the field. Post Processing of field collected data including pipes and Manholes. Project mapping, creation and delivery in ARC GIS as well as managing Web Based Mapping applications for both Field crews and customers. The team is versatile with many inspection and asset management platforms and have the hardware and software needed to integrate seamlessly with multiple applications

Granite Net Support – Granite Net has years of proven experience exclusively dedicated to implementing and integrating inspection software into municipal processes and applications. A combination of management, development and programming staff, regional consultants, technical personnel, and strategic contractor relationships makes Granite Net not only a supplier but a member of the project team from concept through completion. The Vortex Services data team has worked with the staff from Granite Net for years and has the utmost confidence in their systems and personnel.

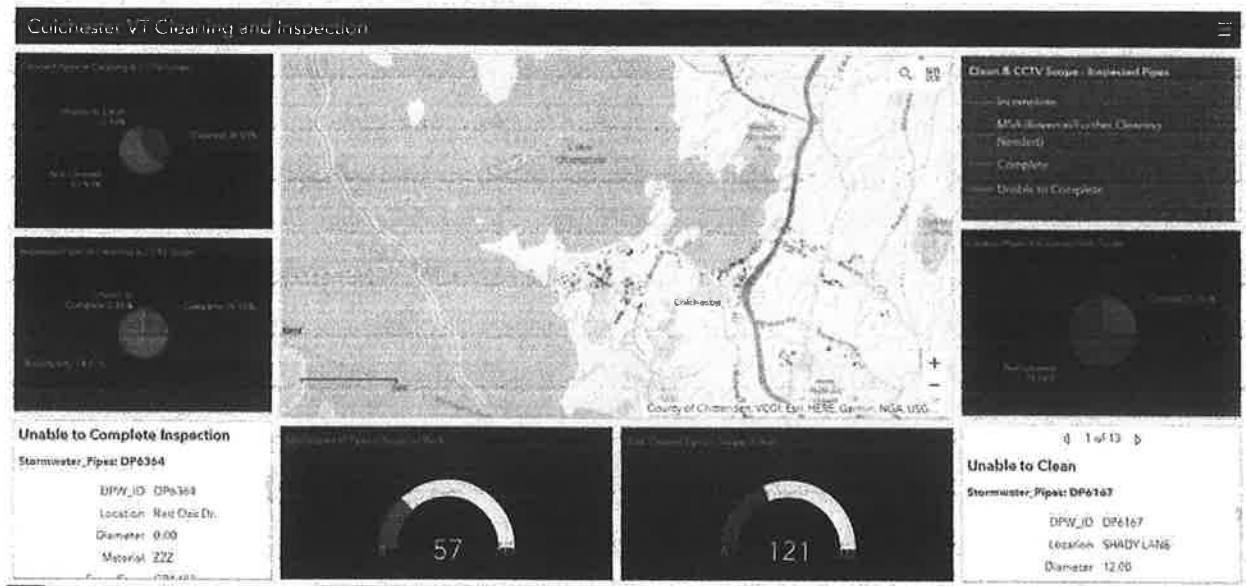
Web-based GIS to Monitor Progress

- In order to provide dynamic platforms for our field staff to document the progress of inspection work, our data team includes a GIS Specialist. Using the ArcGIS Desktop suite of applications, we are able to create web-based maps in ArcGIS Online from customer-provided data, as well as internally created or collected data, that support field operations and project management alike.





- Accordingly, our field staff is competently trained in standardized documentation practices, populating inspection status fields and associated information that visually correspond to color changes within a designated scope of work on our mapping applications.
- To monitor specific progress metrics as work proceeds, our internal web-based applications are used as the basis for project management dashboards that display live progress gauges and charts corresponding to edits made to the map in the field. These dashboards can be shared between ArcGIS Online organizations and users.



Receive Data/QA-QC Process

- After inspections are recorded in the field, all CCTV data is turned in for internal review by our NASSCO PACP/MACP/LACP-certified data team on a weekly basis. Our quality assurance/quality control process consists of cross-referencing with mapping documentation to ensure the accuracy of asset information, data input standardization checks to ensure consistency across database records, and a comprehensive evaluation of completion pertaining to fields specific to the client's needs to ensure compliance. Additionally, compliance with PACP standards is monitored through an intensive review of 10% of the inspections recorded in a given week.
- Once our internal review has been completed, the folder structure created by Granite Net is verified and fixed, if necessary, to preserve media links of observation photos and inspection videos to the appropriate asset and inspection records. All inspections are then merged to a project-specific cumulative master Access database from which inspections from specified date ranges will be exported for delivery.



Data Received

Vortex Services Data Team receives data on a weekly basis. When data is reviewed it is loaded onto our sever where we can start the QA process. With inspections we review all asset information. After a review of the asset information we start the inspection of the pre-recorded video and code each defect as we see it. After the coding is complete the project is submitted to the Data manager for final review to ensure data integrity and accuracy.

CCTV Reports include

- Project Summary
- CCTV Defects by Inspection
- Pipe Run and Scoring
- Small Photos and Scoring

PACP/MACP/LACP Certification - NASSCO was formed in 1976 with one goal in mind: To improve the success rate of everyone involved in the pipeline rehabilitation industry through education, technical resources, and industry advocacy. NASSCO has established a common pipeline inspection and assessment certification program called PACP. ALL Vortex Services CCTV Inspection Operators are PACP and MACP certified as well as our CCTV Inspection software. Many in the sewer inspection industry claim to be certified or that their software is certified. ***Only operators and software that are listed on the NASSCO website are truly certified in PACP and/or MACP, LACP.***

1. The following employees and equipment will be designated to the project:

- Project Manager
- PACP/MACP Certified CCTV Operator
- CCTV Technician / Confined space entrant
- GIS Technician
- Flow isolation technician to temporarily isolate flows for CCTV inspections when prudent
- Mainline CCTV Unit with inspection equipment including capabilities for HD CCTV

1. Deliverable (CCTV) within 30 days

Deliverables Summary: Deliverables will be transferred on a portable hard drive and shipped in a military style Pelican shipping case periodically during the project and in the form of a final deliverable.

Video / Photographs: Two copies of the video shall be provided in DVD format, downloaded or output from a NASSCO certified software: one copy to the Engineer and one copy to the Owner.

The video will be digitally recorded, indexed by pipe section (labeled by manhole number or other means acceptable to Engineer) and allow for printing of still photographs. Photographs shall be printed at Engineer's request and shall be identified on the back as follows:

VORTEX services

Date _____; Section: MH# _____ to MH# _____ Diameter of Sewer _____; Distance from MH# _____
is _____ LF Description of item photographed _____

Pipeline Cleaning Capabilities



Simply put there is no local company that can compare experience or abilities with that of Vortex Services, and no national company that can compare with resources and dedicated staff to the area. Since 1972, Vortex Services has been providing municipal and industrial sewer line cleaning, inspection, and maintenance to customers throughout New England. With a multi-million-dollar fleet of Combination cleaning Units and Trailer Jetting Units operated daily we clean and inspect nearly 1 million feet of pipe per year. From small communities to New England's largest interceptors and remote access sewer lines we have the experience and can back it up with results that are unmatched. All pipeline cleaning operators and technicians are trained with the NASSCO Jetter Code of Practice annually as part of their continuing education program at Vortex Services.

Key Technical Issues: Some key components of this project that we have experience in are as follows:

1. Meeting the District's timeline and schedule:
 - a. We have multiple crews able to perform this kind of work and our staff has the capability and experience to meet all deadlines keeping the District and other stakeholders on schedule for future planning and needs brought forth by the completion of this phase of the project.
2. Ability to perform all the field work in-house:
 - a. Vortex Services unlike other companies has a wide range of services to offer such as pipe cleaning, CCTV and MSI capabilities, manhole inspections, GIS mapping, and trenchless rehabilitation services. This allows us to be able to start a project at the beginning during initial cleaning and inspection stages, analyze the data collected from the field, make rehabilitation recommendations, and then perform the rehabilitation ourselves rather than having to sub out parts of the work. Having this ability makes for a smooth transition from each phase of the project until completion.
3. Less of an impact on the public:
 - a. With our cleaning and CCTV methods, we can limit the number of vehicles and staff it takes to perform quality work, all while meeting all safety guidelines for both our staff, our clients and the general public. Some organizations require multiple pieces of equipment in order to complete inspection work which in turn influences traffic control plans, pedestrian traffic and causes a much busier jobsite. We can conduct inspections using just one single piece of equipment in most circumstances which allows us to have a smaller, less busy and safe jobsite.

SECTION 00310BID FORM

PROJECT IDENTIFICATION: Phase 4 Sewer System Cleaning, CCTV & Rehabilitation --
Bid #2022-157

THIS BID IS SUBMITTED TO: Town of Fairfield Purchasing Authority
725 Old Post Road -- Independence Hall
Fairfield, CT 06824

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to the Owner, as identified above.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>N/A</u>	<u>NONE</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings

identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

Item No.	Estimated Quantity	Brief Description of Item with Unit Price in Words	Unit Price In Figures	Total Estimated Price In Figures
1	1,200 LF*	Sewer Main Siphon Cleaning The sum of \$ <u>Twenty dollars</u> <u>and zero cents</u> Per Linear foot	\$ <u>20.00</u>	\$ <u>24,000.00</u>
2	1,200 LF*	Sewer Main Siphon CCTV Inspection The sum of \$ <u>twenty dollars</u> <u>and zero cents</u> Per Linear foot	\$ <u>20.00</u>	\$ <u>24,000.00</u>
3	3,800 LF*	Gravity Sewer Main Cleaning The sum of \$ <u>six dollars</u> <u>and thirty two cents</u> Per Linear foot	\$ <u>6.32</u>	\$ <u>24,016.00</u>
4	3,800 LF*	Gravity Sewer Main CCTV Inspection The sum of \$ <u>six dollars</u> <u>and thirty two cents</u> Per Linear foot	\$ <u>6.32</u>	\$ <u>24,016.00</u>
5	2 EA*	Seal/Plug Open Pipes from Manhole Interior The sum of \$ <u>two hundred</u> <u>dollars and zero cents</u> Per Each	\$ <u>200.00</u>	\$ <u>400.00</u>

Item No.	Estimated Quantity	Brief Description of Item with Unit Price in Words	Unit Price In Figures	Total Estimated Price In Figures
6	5 DAYS*	Sewer Main Cleaning & CCTV Crew		
		The sum of \$ <u>seven thousand</u>	\$ <u>7,800.00</u>	\$ <u>39,000.00</u>
		<u>eight hundred and zero cents</u>		
		Per Day		

7	--	Sewer Main Trenchless Rehabilitation Allowance		
		The Sum of \$ <u>Twenty Thousand</u>		
		<u>Dollars and No Cents</u>	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
		Allowance		
8	--	Uniformed Police Officer Allowance		
		The Sum of \$ <u>Five Thousand</u>		
		<u>Dollars and No Cents</u>	\$ <u>7,500.00</u>	\$ <u>7,500.00</u>
		Allowance		

* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities constructed.

TOTAL BID: Total of Items 1 through 8 above.

One hundred sixty two thousand nine hundred (\$ 162,932.00)
(use figures)
thirty two dollars and no cents
(use words)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 45 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Town of Fairfield Cover Page, completed and signed;
 - B. Required Bid security;
 - C. List of Proposed Subcontractors and Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: N/A
 - G. Required Bidder Qualification Statement with supporting data and Project References; and

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01

BIDDER: *[Indicate correct name of bidding entity]*

Vortex Services LLC.

By:

[Signature]

Shawn Ready

[Printed name]

Shawn Ready

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Alexi Deering

[Printed name]

Alexi Deering

Title:

Witness

Submittal Date:

April 11, 2022

Address for giving notices:

521 Federal Rd

Livermore, ME 04253

Telephone Number:

(207) 897-3348

Fax Number:

(207) 897-3627

Contact Name and e-mail address:

Alexi Deeringalex.deering@vortexcompanies.com

Bidder's License No.:

20-5007208*(where applicable)*

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Vortex Services, LLC
521 Federal Road
Livermore, ME 04253

SURETY (Name, and Address of Principal Place of Business):

Everest Reinsurance Company
100 Everest Way
Warren, NJ 07059

OWNER (Name and Address):

Town of Fairfield, Purchasing Authority
725 Old Post Road, Independence Hall
Fairfield, CT 06824

BID

Bid Due Date: April 12, 2022

Description (Project Name — Include Location): Phase 4 - Sewer System Cleaning, CCTV & Rehabilitation

BOND

Bond Number: N/A

Date: April 8, 2022

Penal sum Five Percent of Total Amount Bid \$ 5% TAB
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Vortex Services, LLC

Bidder's Name and Corporate Seal

By:

Signature

Shawn Ready
Print Name

NE Regional U.P.
Title

Attest:

Signature

Alexi Dering, witness
Title

SURETY

Everest Reinsurance Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Autumn Stockton

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Nick Patetta, Witness

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

EVEREST.

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, NJ 07059, do hereby nominate, constitute, and appoint:

Florence McClellan, Kristin Darling, Aaron P. Clark, Autumn Stockton, Robert F. Bobo, Timothy F. Kelly, Laura Lee Kneitz, Dan W. Burton, Teresa D. Kelly, Craig C. Payne, Rachel Richardson

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 26th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Nicole Chase
Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

Anthony Romano
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06238736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at Warren, NJ, this 8th day of April 2022.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BID #		2022-157		Town of Fairfield - Bid Results			
DESC		Phase 4-Sewer System Cleaning, CCTV & Rehab					
DATE		12, APRIL 2022		Vortex Services LLC ME 04253 Livermore,		National Water Main Cleaning Company Canton, MA 02021	
TIME		11:00 AM					
ITEM	QTY	DESCRIPTION		UNIT PRICE		TOTAL	
1	1,200 LF*	Sewer Main Siphon Cleaning		\$20.00		\$24,000.00	
2	1,200 LF*	Sewer Main Siphon CCTV Inspection		\$20.00		\$24,000.00	
3	3,800 LF*	Gravity Sewer Main Cleaning		\$6.32		\$24,016.00	
4	3,800 LF*	Gravity Sewer Main CCTV Inspection		\$6.32		\$24,016.00	
5	2 EA*	Seal/Plug Open Pipes from Manhole Interior		\$200.00		\$400.00	
6	5 DAYS*	Sewer Main Cleaning & CCTV Crew		\$7,800.00		\$39,000.00	
7		Sewer Main Trenchless Rehabilitation		\$20,000.00		\$20,000.00	
8		Uniformed Police Officer Allowance		\$7,500.00		\$7,500.00	
TOTAL OF ITEMS 1 THROUGH 14						162,932.00	
		Bid Bond		Yes		Yes	

* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities constructed.

SECTION 00510SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTORFOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and
between

Town of Fairfield, CT

("Owner") and

Vortex Services, LLC

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Sewer System Cleaning, Television Inspection (CCTV) and Rehabilitation

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Phase 4 Sewer System Cleaning, CCTV and Rehabilitation

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Wright-Pierce.
- 3.02 The Owner has retained Wright-Pierce ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 45 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based

on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 NOT USED

ARTICLE 9 – CONTRACTOR'S REPRESENTATIONS

- 9.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. Other bonds.
 - a. NA
 - 5. General Conditions
 - 6. Supplementary Conditions
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) included in the Appendices of these Specifications.
 - 9. Addenda (NA).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

11.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



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, 3rd May 2022, the Purchasing Authority recommended an award of bid number 2022-142 to E-Z-GO Division of Textron, Inc, August, GA to supply and deliver eighty (80) new electric golf carts with GPS Units, and two (2) new electric utility vehicles, as detailed in the bid specifications.

E-Z-GO is the lowest responsible bidder for the leasing of these carts, GPS units and utility vehicles.

The award of the contract to E-Z-GO Division of Textron, Inc. may be subject to the review and approval of the Board of Selectmen.


Brenda L. Kupchick, First Selectwoman


Gerald J. Foley, Director of Purchasing

RFP#: 2022-142 DESC: Golf Cart Lease - H. Smith Richardson Golf Course DATE: 30th March 2022 TIME: 11:00AM		Town of Fairfield Pricing Summary	
		E-Z-GO Division of Textron, Inc. Augusta, GA	
A. Eighty (80) New Golf Carts:			
	Make:	E-Z-GO	
	Model:	RXV Elite	
	Year:	2023	
	Other:	Lithium	
	Colors Available:	Black, Green, Red, White, Almond, Gray, etc.	
B. Eighty (80) GPS Units			
	Make:	Pace	
	Model:	7EX	
C. Two (2) Utility Vehicles			
	Make:	Cushman	
	Model:	Hauler 800X	
	Year:	2023	
	Other:	Lithium	
	Colors Available:	Black, Green, Red, Yellow, Orange, Blue	
D. Guaranteed Delivery Time:		Jan 2023*	
	Notes:	*Delivery is contingent on supply chain availability. *EZGO will leave existing carts onsite until new fleet arrives.	
Lease Options:			
(1) Lease Term: Five (5) year Fair Market Value (FMV) lesae payment including annual service agreement*.			
(2) Lease Term: Five (5) year One Dollar Buyout lease payment including annual service agreement*.			
<u>*Note: Include a copy of your proposed service/maintenance agreement with your proposal submission materials.</u>			
Description:	(1) Fair Market Value Lease	(2) One Dollar Buyout Lease	
Eighty (80) New Golf Carts	\$216.19/car/month \$518,856.00 Total	\$288.01/car/month \$691,224.00 Total	
Eighty (80) GPS Units	\$63.58/car/month \$152,592.00 Total	FMV Only \$63.58/car/month \$152,592.00 Total	
Two (2) Utility Vehicles	\$390.48/car/month \$23,428.80 Total	\$464.13/car/month \$27,847.80 Total	
Total Lease Amount:	\$694,876.80	\$871,663.80	

RFP#: 2022-142 DESC: Golf Cart Lease - H. Smith Richardson Golf Course DATE: 30th March 2022 TIME: 11:00AM	Town of Fairfield Pricing Summary	
	E-Z-GO Division of Textron, Inc. Augusta, GA	
Proposed fair market trade in value for the existing Town fleet of eighty (80) electric golf carts and (2) utility vehicles.		
2018 E-Z-GO TXT	\$4,425.00	\$265,500.00
2018 E-Z-GO RXV Elite	\$5,800.00	\$11,600.00
2018 Hauler Pro	\$6,300.00	\$126,000.00
	\$ per cart	Lump Sum
Optional Golf Cart Features:		
Premium Bucket Seats	\$7.94	\$635.02
Battery Fill System	N/A	N/A
Fender Scuff Guards	\$0.16	\$12.80
Differential Guards	\$0.90	\$72.00
Rain Bag Protectors	\$4.55	\$364.00
Message/Info Holder - Canopy Mounted	\$0.48	\$38.40
Optional Cushman Hauler 800 X Elite Lithium Features:		
Differenctial Scuff Guards	\$0.83	
Fender Flares - Large	\$2.04	\$4.08
Brush Guard	\$0.00	\$0.00
Comfort Grip Steering Wheel	\$0.00	\$0.00
On Board Charger - 72 Volt - DC Only	N/A	N/A
Battery Fill System w/20ft Regulated Hose	N/A	N/A
12 Volt Power Outlet	\$2.19	\$4.38
Electric Hydraulic Power Dump	\$14.63	\$29.26
Hitch Receiver - 2-inch	\$1.62	\$3.24
Bed Storage Net	\$1.44	\$2.88
Canopy Storage Net built into roof	\$0.83	\$1.66
Charge Meter	\$0.00	\$0.00



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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

BID #2022-142 **GOLF CARTS LEASE** **H. SMITH RICHARDSON GOLF COURSE**

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

Date Submitted March 21, 2022

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.

Thomas R. Rys
First Selectwoman
[Signature]
Director of Purchasing
03/15/2022
Date

Bidder:

E2-Go Division of Textron Inc.
Doing Business As (Trade Name)
1451 Marvin Griffin Rd.
Address

Augusta, GA 30906
Town / State / Zip

Marcellen Williams, Contracts Administrator
(Mr. / Ms.) Name and Title, Printed

Marcellen Williams
Signature

401-457-2327 401-457-3203
Telephone Fax

mwilliams@textron.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, Wednesday, 30th March, 2022

To provide labor, materials, equipment and all else necessary, to supply and deliver eighty (80) new electric golf carts with GPS Units, and two (2) new electric utility vehicles, 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 #2022-142" 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.

INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Parks & Recreation Department is seeking competitive bids from qualified suppliers to furnish and deliver eighty (80) new electric golf carts with GPS units and two (2) new electric utility vehicles to H. Smith Richardson Golf Course, 2425 Morehouse Highway, Fairfield, CT.

H. Smith Richardson ("HSR") is a premier 18 hole municipal golf course, open on a seasonal basis, and hosts approximately 45,000 rounds of golf each year. HSR opened in 1972, and is conveniently located just north of the Merritt Parkway between exits 44 and 46. The course provides golfers with 6,600+ yards of beautifully maintained fairways and greens.

CURRENT PROGRAM BACKGROUND

In November 2017, the Town signed a lease for sixty (60) 2018 E-Z-GO TXT electric golf carts with GPS units and two (2) 2018 Cushman Hauler Pro 72V utility vehicles. The agreed monthly payment for the sixty (60) electric golf carts with GPS units is \$11,190.00 and the agreed monthly payment for the two (2) utility vehicles is \$693.04. The Town elected to structure the payment schedule to coincide with the golf season. These payments began in May of 2018, and have been due each May, June, July, August, September and October thereafter, and shall continue until the lease expiration in October 2022.

In June 2021, the Town signed a lease for an additional twenty (20) E-Z-GO RXV Elite electric golf carts with GPS units. The agreed monthly payment for the additional twenty (20) electric golf carts with GPS units is \$5,903.11. These payments began in August 2021, and have been due each month thereafter, and shall continue until the lease expiration in April 2023.

	Quantity	Year	Golf Cart Model	GPS Model	Lease Expiration
Lease #1	60	2018	E-Z-GO TXT	TKV 7EX	10/2022
	2	2018	Hauler Pro	-	10/2022
Lease #2	20	2018	E-Z-GO RXV Elite	TFM 7EX	04/2023

TERM OF CONTRACT

The Town of Fairfield intends to lease eighty (80) new electric golf carts each equipped with a GPS units, and two (2) new electric utility vehicles, including all related parts, components and devices, etc., that are needed for the complete operation of the leased golf cart equipment.

A complete draft format of the lease agreement must be submitted with the proposal, identifying all applicable fees and charges.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at www.fairfieldct.org/purchasing

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **11:00am on Wednesday, 23rd March, 2022.**
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Ms. Lee A. Flaherty, Junior Buyer: LFlaherty@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately **Friday, 24th March, 2022** to the Town of Fairfield website, which is www.fairfieldct.org/purchasing. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

ACQUISITION/DELIVERY OF NEW CARTS

1. Delivery of eighty (80) new electric golf carts and two (2) new electric utility vehicles shall be made to H. Smith Richardson Golf Course, 2425 Morehouse Highway, Fairfield, CT and is required no later than **Monday, 2nd January, 2023 between the hours of 8:00 am and 2:00 pm.**
2. The Town will acknowledge payment upon the receipt of the specified equipment and documentation as specified in this bid document, completion of required training and upon receipt of proper invoice at the delivery address listed above.
3. Upon delivery of the new electric golf carts and utility vehicles, subsequent collection of all (80) existing electric golf carts and two (2) utility vehicles is required. Existing carts must be removed from the premises at the awarded contractor's expense.
4. **Please note that the final payments of the most recent lease agreement for twenty (20) E-Z-GO RXV Elite golf carts must be paid by the successful bidder as part of the award for the new lease agreement. Payment shall be in the amount of \$23,612.44, which covers the four (4) final payments (January 2023 – April 2023) of the lease agreement.**

	Quantity	Year	Golf Cart Model	GPS Model	Lease Expiration	Payment Due	Buyout Cost Per Cart	Total Buyout Cost
Lease #1	60	2018	E-Z-GO TXT	TKV 7EX	10/2022	Expired	\$4,425.00	\$265,500.00
	2	2018	Hauler Pro	-	10/2022	Expired	\$5,800.00	\$11,600.00
Lease #2	20	2018	E-Z-GO RXV Elite	TFM 7EX	04/2023	\$23,612.44	\$6,300.00	\$126,000.00

- (60) Electric Golf Carts \$265,500.00 and shall allow the awarded bidder to take possession of (60) existing golf carts.
- (2) Utility Vehicles \$11,600.00 and shall allow the awarded bidder to take possession of (2) existing utility vehicles.
- (20) Electric Golf Carts \$126,000.00 and shall allow the awarded bidder to take possession of (20) existing golf carts.

DEFERRED PAYMENT OPTION

Please provide deferred payment plan options and related costs that may be applied to the lease/rental agreement (i.e. "No first payment due for [x] months after delivery; additional cost shall be [x] dollars or [\$] per month for each vehicle.")

REQUIRED MAINTENANCE, PARTS AND SERVICE

The proposed fee(s) for all electric golf carts, GPS units, and electric utility vehicles proposed under this lease agreement shall include an equipment service/maintenance component. The Town anticipates that this service/maintenance component will ensure that all equipment is serviced and maintained in first condition and provides the following:

1. The Town shall receive in season, professional and weekly service for the contractual agreement through the term of the lease. Service visits shall be provided, at a minimum weekly or as needed on Thursday or Friday, with not less than six days between service visits, according to a schedule approved by the Town. No service visits shall be made on a Saturday or Sunday unless requested by the Town.
2. All electric golf carts and utility vehicles shall be fully maintained by the awarded Vendor in a first-class condition at all times during the season; all parts and labor necessary to do this shall be provided by the awarded Vendor including without limitation: batteries, wheels, and brakes. The selected vendor shall provide all factory authorized replacement parts and service as provided by the selected vendor's factory direct branch. The awarded Vendor shall keep reserves of all such parts on hand.
3. If the awarded Vendor is unable to repair any carts or vehicles during normal working hours, loaner carts or vehicles of equal number and value to those that cannot be repaired shall be provided and delivered by the awarded Vendor at no extra charge to the Town until the original carts are repaired and returned.
4. Maintenance does not include damage caused by collision or by other than normal wear and tear.
5. The Town shall be responsible for daily overnight storage, all vehicles are stored inside and out of the elements.
6. All proposals must include weekly maintenance and winterization schedules, including costs, for all vehicles supplied.

WARRANTY

1. A five (5) year warranty is required to accommodate the full term of the lease agreement for all vehicles delivered.
2. Vendor shall supply a warranty covering parts and labor
3. The batteries must be guaranteed for a minimum of five (5) years.
4. Warranty repairs shall be completed within the Town of Fairfield, H. Smith Richardson Golf Course site or vendor shall be responsible for transporting vehicle to and from their repair facility. Vendor shall assume full liability for any damages or loss to vehicle while in their custody.

DOCUMENTATION AND TRAINING REQUIREMENTS:

Operation, Maintenance and Parts Manuals:

1. At the time of delivery, the Vendor shall provide two (2) complete operation manuals per unit delivered. Such manuals shall fully describe the operation of all components of these units.
2. At the time of delivery, the Vendor shall provide two (2) complete maintenance manuals per unit delivered. Such manuals shall fully describe all of the repair and/or replacement of all components of these units.
3. At the time of delivery, the Vendor shall provide two (2) complete parts manuals per unit delivered. Such manuals shall illustrate all of the major components and assemblies for all components of these units.

Training:

1. The successful vendor shall provide, at a minimum, one (1) training session on the operations and safety of the equipment delivered to this location.

REQUIREMENTS

1. All items and materials to be supplied shall meet or exceed all specifications described herein. Any deviations must be indicated with the proposal response.
2. The awarded bidder and/or supplier must be an authorized dealer or distributor for all items supplied, and may be required to provide proof of all applicable licensing upon request by the Town.
3. The awarded bidder shall remain the single-point-of-contact for warranty on all items, materials and services.
4. Provide the Town with business and/or trade references for similar scope contracts.
5. The Town of Fairfield will not accept receipt of any item unless all specifications stated in the bid document have been accommodated and/or approved by written consent. The awarded bidder shall be required to correct any nonconforming issues, at no expense to the Town of Fairfield.
6. Bidders are required to provide full details of any exceptions to the specifications with details submitted and attached to the Proposal Bid Form.
7. The Town of Fairfield reserves the right to award the bid with multiple items:
 - a) to more than one bidder based on meeting the specifications, cost, availability, or any combination of these criteria;
 - b) to a single bidder who meets the specifications for all items and offers the best combination of lowest cost, best availability, and broadest product range;
 - c) and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
8. Submit descriptive literature for all items to be supplied prior to award of contract.
9. Pricing in proposal must include all equipment, components, devices and related items for complete operation of the vehicles, standard warranty, shipping, freight, taxes, insurance and delivery, including any transport and lift-gate charges, etc. Price must include delivery to the location as identified in the proposal.
10. All equipment shall be fully serviced and operational, and inspected for any damages, prior to delivery.
11. Bidder must provide warranty, maintenance and repair services for all equipment supplied as part of this agreement, including emergency replacement within 24-hours' notice, during business hours.

REQUIREMENTS *(continued)*

12. Bidder shall be required to supply all manufacturer manuals upon receipt of all said equipment. Manuals may be provided on a Flash Drive or in hardcopy format.
13. Define any item, such as, but not limited to, batteries, tires, windshields, etc., that are not included or covered under the proposed lease/rental agreement, whereby it shall be the Town's responsibility to pay for the maintenance and/or replacement of such items.
14. Bidders are encouraged to propose lease payments that provide maximum flexibility and savings to the Town.
15. As part of their proposal, all bidders shall furnish the lease documents suggested for use under this contract, if awarded.

SPECIFICATIONS

A. E-Z-GO RXV – ELITE LITHIUM – 2023 Model Year (or Town approved equivalent)

1. Body:

- Frame: Welded Steel only w/powder coat paint protection
- Overall Length: 94.5 inches
- Overall Width: 47.0 inches
- Overall Height (incl. canopy): 68.7 inches
- Body shall provide seating for an operator and one passenger.
- Body & Finish: Injection Molded TPO
- Body Color: Black
- H. Smith Richardson Golf Course logo imprinted on the front of all carts. (See attached logo file).
- Two (2) numbering decals on all carts. Numbers are located on each side of all carts.

2. Chassis, Steering, and Suspension:

- Tires: 18 x 8.50-8 (4 ply-rated)
- Rear Axle Ratio: 16.99.1
- Double-Ended Rack and Pinion
- Front Suspension: Independent A-Arm Coil Over Shock
- Rear Suspension: Mono Leaf Spring w/ Hydraulic Shocks
- Brake / Parking Brake: Intellibrake System – Automatically engaging integrated motor brake with automatic activating parking brake. Automatic electromagnetic parking brake only.

3. Drive Train:

- Transaxle: Limited Slip Differential
- Gear Selection: Forward-Neutral-Reverse (Integrated into key switch)
- Programmable Golf Modes: Coastal, Mild, Steep Hill, Speed adjustable every 0.1MPH

4. Power Source:

- Motor / Type: 48 Volt AC – Alternating Current Electric Motor
- Horsepower: 4.4HP Continuous
- Electrical System: 60 Amp-hour Lithium Ion Battery Only

5. Electrical System:

- Batteries: (2) 48-Volt Lithium – 60 Amp H
- Speed Controller: Maximum 235 Amps AC –Alternating Current Controller

6. Performance:

- Seating Capacity: 2-person
- Dry Weight without batteries: 605lb.
- Curb Weight with batteries: not to exceed 655lb.

7. Required Accessories:

- Sun Canopy Top
- Windshield, Fold Down
- USB Port – (2) USB ports with hinged/sealed protective cover

A. **E-Z-GO RXV – ELITE LITHIUM – 2023 Model Year (or Town approved equivalent)** (continued)

8. Optional Accessories*:

- Premium Bucket Seats
- Battery Fill System
- Fender Scuff Guards
- Differential Guards
- Rain Bag Protectors – must be zippered
- Message Info Holder – Canopy Mounted, must not be removable

**Vendor shall provide additional costs for optional equipment as noted on the bid proposal form.*

B. **GPS – TKV 7EX (or Town approved equivalent)**

- Real Time equipment location and travel history
- Geo Fencing and Alerts
- Car shutdown
- Automatically scheduled vehicle lockdown
- Equipment utilization reporting
- Remote vehicle and staging lockdown
- Customizable pace schedules
- Extended warranty and service
- Built-in internal battery
- Automatic software updates
- On cart pace status and automatic golfer warnings
- Distances to front/center/back of green
- Custom stating screens
- Multi media advertising
- Two-way real time messaging with golfers
- High resolution, weather-proof, 7 inch touch screen
- Text only yardage to the green
- On screen pro tips
- Digital scorecard
- Yardage to the pin
- Distances to marked hazards
- Interactive touch screen distance to golfer selected points
- 3D hole flyovers with full screen HD video
- Food and beverage menus and ordering ability

C. **Cushman Hauler 800 X Elite Lithium – (or Town approved equivalent)**

1. Body:

- The body shall provide seating for an operator and one passenger.
- Body / Finish: Injection Molded TPO, Painted
- Color: Forest Green (Standard)
- Ground Clearance: 5.5 inches
- Overall Length: 110 inches
- Overall Width: 49 inches
- Overall Height (incl. canopy): 74 inches
- Cargo Box:
 - Capacity: 8.4 cu. ft.
 - Width (Interior): 44.0 inches
 - Length (Interior): 28.0 inches
 - Depth (Interior): 12.0 inches
- Cargo Bed: Roto-molded cross linked Polyethylene only
- Frame: Welded Steel only w/Powder Coat Paint Protection
- H. Smith Richardson Golf Course logo imprinted on all carts. (see attached logo file)

C. **Cushman Hauler 800 X Elite Lithium – (or Town approved equivalent)** (continued)

2. Chassis, Steering, and Suspension:

- Tires: 20 x 8 x 10 (6-ply)
- Wheel Base: 66.5 inches
- Rear Axle Ratio: 16:99:1
- Steering: Self Compensating Rack and Pinion
- Suspension: Leaf Springs w/ Hydraulic Shock Absorbers
- Service Brake: Rear Wheel Mechanical Self-Adjusting Drum
- Parking Brake: Self-Compensating, single point engagement only

3. Drive Train:

- Transaxle: Differential with Helical Gears
- Gear Selection: Forward-Neutral-Reverse (must be integrated into key switch)
- Programmable Modes: Coastal, Mild, Steep Hill; Speed adjustable every 0.1MPH

4. Power Source:

- 48-Volts 120 AMP Lithium ion battery only
- Battery Charger; 48-Volt AC induction motor
- Motor / Type: 42-Volt AC Induction – alternating current electric motor only
- Horsepower: 11.7 HP Continuous Power (measured at peak torque)

5. Electrical System:

- Batteries: (4) 48-Volt Lithium ion batteries only
- Speed Controller: Maximum 235 AMPS AC – Alternating current controller only

6. Performance:

- Speed: Programmable every 0.1 MPH up to 17 MPH
- Curb Weight: 797 lbs.
- Bed Load Capacity: 375 lbs.
- Vehicle Load Capacity: 800 lbs.
- Towing Capacity: 500 lbs.

7. Required Accessories:

- Sun Canopy Top
- USB Port – (2) USB ports with hinged/sealed protective cover
- Fold-Down, Windshield

8. Optional Accessories*:

- Differential Scuff Guards
- Fender Flares - Large
- Brush Guard
- Comfort Grip Steering Wheel
- On Board Charger – 72-Volt DC only
- Battery Fill System w/ 20 ft. Regulated Hose
- 12 Volt Power Outlet
- Electric / Hydraulic Power Dump
- Hitch Receiver – 2-inch
- Bed Storage Net
- Canopy Storage Net built into roof
- Charge Meter

BID PROPOSAL FORM

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

I, Nick Roberto, Dir. Sales - NE E-Z-GO have received the following contract documents,
Name, Title Company

1. BID Document #2022-142,
2. Posted addenda numbered 1 thru 1 posted at www.fairfieldct.org/purchasing and have included their provisions in my proposal, to supply and deliver all vehicles as follows:

A. Eighty (80) New Golf Carts:

Quoting: Make: E-Z-GO Model: Rxu Elite
Year: 2023 Other: Lithium
Colors Available: Black, Green, Red, White, Almond, Gray etc.

B. Eighty (80) GPS Units:

Quoting: Make: Pace Model: 7EX

C. Two (2) Utility Vehicles:

Quoting: Make: Eushman Model: Heuler 800X
Year: 2023 Other: Lithium
Colors Available: Black, Green, Red, Yellow, Orange, Blue

D. Guaranteed Delivery Time: Jan 2023

- Delivery is contingent on supply chain availability.
- EZGO will leave existing carts on site until new Fleet arrives.

Lease Options:

- (1) Lease Term: Five (5) year Fair Market Value (FMV) lease payment including annual service agreement*.
- (2) Lease Term: Five (5) year One Dollar Buyout lease payment including annual service agreement*.

*Note: Include a copy of your proposed service/maintenance agreement with your proposal submission materials.

Description	(1) Fair Market Value Lease	(2) One Dollar Buyout
<u>Eighty (80) New Golf Carts</u>	\$ <u>216.19/cas/month</u> Each \$ <u>518,856.00</u> Total	\$ <u>288.01/cas/month</u> Each \$ <u>691,224.00</u> Total
<u>Eighty (80) GPS Units</u>	\$ <u>63.58/cas/month</u> Each \$ <u>152,592.00</u> Total	\$ <u>FMV Only 63.58</u> Each \$ <u>152,592.00</u> Total
<u>Two (2) Utility Vehicles</u>	\$ <u>390.48/cas/month</u> Each \$ <u>23,428.80</u> Total	\$ <u>464.13/cas/month</u> Each \$ <u>27,847.80</u> Total
<u>Total Lease Amount:</u>	\$ <u>694,876.80</u> Total	\$ <u>871,663.80</u> Total

BID PROPOSAL FORM*(page 2 of 3)*Proposed fair market trade in value for the existing Town fleet of eighty (80) electric golf carts and (2) utility vehicles:

2018 E-Z-GO TXT	\$ <u>4,425.00</u> /each x60	\$ <u>265,500.00</u> /lump sum
2018 E-Z-GO RXV Elite	\$ <u>5,800.00</u> /each x20	\$ <u>11,600.00</u> /lump sum
2018 Hauler Pro	\$ <u>6,300.00</u> /each x2	\$ <u>126,000.00</u> /lump sum

Optional Golf Cart Features:

Premium Bucket Seats	\$ <u>7.94</u> /each x80	\$ <u>635.02</u> /lump sum
Battery Fill System	\$ <u>N/A</u> /each x80	\$ <u>N/A</u> /lump sum
Fender Scuff Guards	\$ <u>0.16</u> /each x80	\$ <u>12.80</u> /lump sum
Differential Guards	\$ <u>0.90</u> /each x80	\$ <u>72.00</u> /lump sum
Rain Bag Protectors	\$ <u>4.55</u> /each x80	\$ <u>364.00</u> /lump sum
Message/Info Holder – Canopy Mounted	\$ <u>0.48</u> /each x80	\$ <u>38.40</u> /lump sum

Optional Cushman Hauler 800 X Elite Lithium Features:

Differential Scuff Guards	\$ <u>0.83</u> /each x2	\$ _____ /lump sum
Fender Flares – Large	\$ <u>2.04</u> /each x2	\$ <u>4.08</u> /lump sum
Brush Guard	\$ <u>0.00</u> /each x2	\$ <u>0.00</u> /lump sum
Comfort Grip Steering Wheel	\$ <u>0.00</u> /each x2	\$ <u>0.00</u> /lump sum
On Board Charger – 72-Volt DC only	\$ <u>N/A</u> /each x2	\$ <u>N/A</u> /lump sum
Battery Fill System w/20 ft. Regulated Hose	\$ <u>N/A</u> /each x2	\$ <u>N/A</u> /lump sum
12 Volt Power Outlet	\$ <u>2.19</u> /each x2	\$ <u>4.38</u> /lump sum
Electric / Hydraulic Power Dump	\$ <u>14.63</u> /each x2	\$ <u>29.26</u> /lump sum
Hitch Receiver – 2-inch	\$ <u>1.62</u> /each x2	\$ <u>3.24</u> /lump sum
Bed Storage Net	\$ <u>1.44</u> /each x2	\$ <u>2.88</u> /lump sum
Canopy Storage Net built into roof	\$ <u>0.83</u> /each x2	\$ <u>1.66</u> /lump sum
Charge Meter	\$ <u>0.00</u> /each x2	\$ <u>0.00</u> /lump sum

BID PROPOSAL FORM

(page 3 of 3)

Identify all fees and charges: Fee: \$250.00 due at Signing for documentation

Identify all restrictions and penalties, including costs: N/A

If deferred payment option is available, please provide details, including cost: N/A

Identify any item, such as, but not limited to, batteries, tires, windshields, etc., that are not included or covered under the proposed lease agreement, whereby it shall be the Town's responsibility to pay for the maintenance and/or replacement of such items:

Please refer to Sample Service contract provided.
EZGO does not cover abuse or neglect.

NOTE:

- 1) Pricing in proposal must include all equipment and related items, standard warranty, shipping, freight, taxes, insurance, delivery of new carts.
- 2) The Town of Fairfield reserves the right to award the bid with multiple items:
 - a. to more than one bidder, based on meeting specifications, cost, availability, or any combination of these criteria;
 - b. to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
 - c. and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.

CHECKLIST:

- ☐ Cover page, completed and signed by authorized representative.
- ☐ Addenda acknowledged or signed and submitted with modified pricing if requested.
- ☐ List of current business / trade references.
- ☐ Draft of proposed lease agreement including all options, fees and charges.
- ☐ Bid Proposal Form.

Nick Roberts - Dir. Sales - NE
(Mr. / Ms.) Name & Title of Authorized Rep, Printed

[Signature]
Signature

3/29/2022
Date

Please provide trade / business reference details below:

REFERENCE #1:

Name of Company City of Trumbull, Tashua Knolls GC Phone 203-452-5186
Contact Person Bobby Brown, Head Pro Cell 203-615-2099
Company Address 40 Tashua Knolls Ln. Trumbull, CT Fax N/A
Date contract completed April 2021 E-mail Bobby@tashuaknolls.com

REFERENCE #2:

Name of Company Stamford ~~Trumbull~~ Golf Club, Sterling Farms Phone 203-461-9090 x 11
Contact Person Bekim Ujpercaj, Director of Golf Cell 203-918-6319
Company Address 1349 Newfield Ave. Stamford, CT Fax N/A
Date contract completed March 2022 E-mail SterlingFarmsGC@outlook.com

REFERENCE #3:

Name of Company Simsbury Farms Golf Course Phone 860-658-6246
Contact Person John Verrongia Cell 860-604-2314
Company Address 100 Old Farms Rd. Simsbury, CT Fax N/A
Date contract completed October 2021 E-mail Johnverrongia@comcast.net

REFERENCE #4:

Name of Company Clinton Country Club Phone 860-669-6074
Contact Person Sean Busca, Head Pro Cell -
Company Address 128 Old Post Rd, Clinton, CT Fax N/A
Date contract completed April 2017, June 2022 E-mail sga_Pro@clintoncc.org

REFERENCE #5:

Name of Company Lymann Orchards GC Phone 860-349-6028
Contact Person Jason Boffert, Head Pro Cell 208-596-2328
Company Address 70 Lyman Rd. Middlefield, CT Fax N/A
Date contract completed April 2020 E-mail Jboffert@lymangolf.com

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside "BID #2022-142" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Lee A. Flaherty, Junior Buyer: L.Flaherty@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND (not required)

~~The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.~~

~~Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.~~

~~All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.~~

~~A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/e570-a-z.htm>~~

~~NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.~~

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

PERFORMANCE AND LABOR AND MATERIAL BOND (not required)

~~The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.~~

~~In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.~~

~~All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.~~

~~A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: <https://www.fiscal.treasury.gov/isreports/ref/suretyBnd/e570-a-z.htm>~~

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS (not required)

- ~~1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.~~
- ~~2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.~~

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

INSURANCE (continued)

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years. Insurance will be primary and non-contributory with a 30-day notice of cancelation in favor of the Town of Fairfield. Insurance carriers will be no less than A- rated and admitted carrier or subject to review by Town of Fairfield.

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Bodily Injury and Property Damage \$1,000,000 each occurrence / \$2,000,000 aggregate
- Products/Completed Operations \$1,000,000 each occurrence / \$2,000,000 aggregate

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella/Excess Policy: An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Pollution Liability Insurance: Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Additional Insureds: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON- WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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

ADDENDUM #1 BID #2022-142

Golf Cart Lease – H. Smith Richardson Golf Course

28th March, 2022 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

Response to Questions:

- After making the last lease payment in October 2022 will the Town then own the 60 EZGO TXT golf cars and the 2 Hauler Pro utility cars?

Response: No. In order to exercise the option to purchase the golf and utility carts, the Town would need to pay our current vendor the buyout cost amounts outlined on page 3 of the RFP document, and a copy of this same table is posted below. The GPS units are not included in the buyout cost of the carts. These units would need to be removed prior to the purchase of the carts.

	Quantity	Year	Golf Cart Model	GPS Model	Lease Expiration	Payment Due	Buyout Cost Per Cart	Total Buyout Cost
Lease #1	60	2018	E-Z-GO TXT	TKV 7EX	10/2022	Expired	\$4,425.00	\$265,500.00
	2	2018	Hauler Pro	-	10/2022	Expired	\$5,800.00	\$11,600.00
Lease #2	20	2018	E-Z-GO RXV Elite	TFM 7EX	04/2023	\$23,612.44	\$6,300.00	\$126,000.00

- After the final 4 payments are made on the EZGO RXV cars will the Town then own those cars?

Response: No. Refer to the response above.

- On page 3, there is a listing that includes “Buyout Cost Per Cart”. Can you explain how this cost is derived? Is the buyout cost what the Town is looking to receive for these cars or is it the actual cost to purchase them? Also, is it mandatory that the vendor offer a trade value on this fleet especially at the price that is listed?

Response: (a) The Town received the “Buyout Cost Per Cart” from our current vendor. (b) The “Buyout Cost Per Cart” is the cost to purchase the carts from the Town’s current vendor. (c) No. It is not mandatory that a vendor offer a trade value on this fleet.

- On page 5, under specifications, Body Color: Black. Black is not a standard color that our company offers. Is that color locked in or will the Town consider other color options? If the Town will consider other colors is there a preference? Please refer to the following link. <https://www.yamahagolfcar.com/golf-car/golf/the-drive-2/>

Response: The Town’s preference for the body color of the cart is black. However, based on the choices offered via the link provided above, the Town may approve the color “Carbon” as an alternate.

End of Addendum #1

Company: EZGO, Division of Name: Nick Rahde Signature: [Signature] Date: 3/29/2022
Textron, Inc.

Williams, Maryellen

Exceptions

From: CertificateOfInsurance
Sent: Friday, March 18, 2022 3:33 PM
To: Williams, Maryellen
Subject: RE: BID - Town of Fairfield
Attachments: 2022-142_Golf_Cart_Lease_-_H_Smith_Richardson_Golf_Course_insurance markup (1).pdf; Textron_Town of Fairfield.pdf

Hello,

The certificate is attached. Please note the requirements that we cannot meet:

1. Insurers do not provide 30 days' notice of cancellation
2. Textron Inc/ EZGO CGL policy has a per occurrence limit without an aggregate. Since there isn't an aggregate, we cannot provide one on a per project basis.
3. We do not carry Pollution Liability insurance.

Please note that if any Subcontractors perform work they will have to have the insurance stated in this contract as well.

Thanks,

Maryellen Williams
Sr. Financial Analyst
Office: (401) 457-1092
Mobile: (401) 225-6638
mwilliams@textron.com

From: Williams, Maryellen <mwilliams@Textron.com>
Sent: Wednesday, March 16, 2022 4:31 PM
To: CertificateOfInsurance <certificateofinsurance@textron.com>; Young, Carley <cyoung03@Textron.com>
Cc: Roberto, Nick <nroberto@textron.com>; Arnold, Angela <aarnold@textron.com>
Subject: FW: BID - Town of Fairfield
Importance: High

Attached please find a bid from the Town of Fairfield, CT for the lease of 80 vehicles. The bid is due 3/30. I will be on vacation from 3/23 through 3/29. Accordingly, please respond no later than Monday, March 21.

Jen, please see insurance requirements on Page 13.

Carley, please see hold harmless language on Page 14.

Thank you in advance.

Regards,

Maryellen Williams
Contract Administrator



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/18/2022

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED Textron Inc. & E-Z-GO Division of Textron Inc. 1451 Marvin Griffin Road Augusta GA 30906 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Zurich American Ins Co	16535
	INSURER B: American Zurich Ins Co	40142
	INSURER C: National Union Fire Ins Co of Pittsburgh	19445
INSURER D: Westminster Ins Co.	12725	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570092056752**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3441GLUS022	01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Prod-Comp/Op Occurrence \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 4020209 07	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			66323443 UMBRELLA SIR applies per policy terms & conditions	01/01/2022	01/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
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 N	N/A	WC402021007	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <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
A	Excess WC			EW5402021207 SIR applies per policy terms & conditions	04/01/2021	04/01/2022	EL Each Accident \$1,000,000 EL Disease - Policy \$1,000,000 EL Disease - Ea Emp \$1,000,000

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

RE: Bid #2022-142. Pollution Liability coverage is included with the Automobile Liability policy subject to policy provisions. The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. As respects General Liability policy number 3441GLUS022, Aon Risk Solutions (U.S.) is

CERTIFICATE HOLDER**CANCELLATION**

Town of Fairfield Sullivan Independence Hall 725 Old Post Road Fairfield CT 06824 USA	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 <i>Aon Risk Services Northeast, Inc.</i>



ADDITIONAL REMARKS SCHEDULE

<small>AGENCY</small> Aon Risk Services Northeast, Inc.		<small>NAMED INSURED</small> Textron Inc. &	
<small>POLICY NUMBER</small> See Certificate Number: 570092056752		<small>EFFECTIVE DATE:</small>	
<small>CARRIER</small> See Certificate Number: 570092056752	<small>NAIC CODE</small>		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

generating and distributing this certificate in an administrative capacity. Coverage is Independently Procured by the Insured. Aon Insurance Managers is the insurance manager and/or authorized representative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

THE BEST WILL ALWAYS
HAVE OUR NAME ON IT



PREPARED FOR:

H. Smith Richardson Golf Course



PARTNER WITH THE INDUSTRY LEADER



ELITE
LITHIUM



**ADVANCED
INTELLIBRAKE™
TECHNOLOGY**

Date: March 29, 2022

Robert Bigonette
385 HOYDENS LANE
FAIRFIELD, 06824

Dear Robert Bigonette,

E-Z-GO® is honored to prepare this exclusive proposal for and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Fleet Management systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at .

With sincere appreciation,

Thomas Lopez
Territory Sales Mgr
tlopez@textron.com



The EZGO logo is located in the top right corner of the image. It consists of the word "EZGO" in a bold, sans-serif font, with a registered trademark symbol (®) to its upper right. The logo is set against a dark, rectangular background.The text "RXV ELiTE" is displayed in a large, white, sans-serif font. The "i" in "ELiTE" is lowercase. This text is positioned on the left side of the image, overlaid on a dark, horizontal rectangular background.

UNBEATABLE ENERGY EFFICIENCY. UNRIVALED TECHNOLOGY.

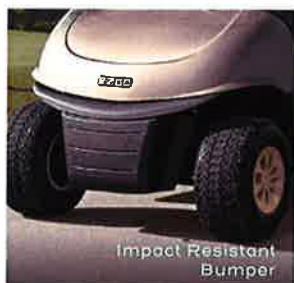
The E-Z-GO® RXV ELiTE is the industry's best golf car with unbeatable performance and innovative technology. Activated by Samsung SDI maintenance-free lithium batteries, the RXV ELiTE is the most efficient golf car available with the lowest cost of ownership of any golf car. Featuring an innovative battery management system that monitors battery health, the RXV has the longest range of any lithium golf car, paired with performance that doesn't fade over time. Choose the RXV ELiTE and let us show you why it raises the bar on superior golf car performance.

MAINTENANCE
FREE BATTERIES

LASTING
PERFORMANCE

UNBEATABLE
ENERGY EFFICIENCY

RXV® ELITE™



ELITE

DIMENSIONS

OVERALL LENGTH	94.5 in (240 cm)
OVERALL WIDTH	47.0 in (119 cm)
OVERALL HEIGHT (W/O ROOF)	45.7 in (116 cm)
OVERALL HEIGHT (W/ ROOF)	68.5 in (174 cm)
WHEEL BASE	65.7 in (167 cm)
FRONT WHEEL TRACK	35.5 in (90 cm)
REAR WHEEL TRACK	38.0 in (97 cm)
GROUND CLEARANCE @ DIFFERENTIAL	3.3 in (8 cm)

POWER

POWER SOURCE	56-Volt DC
MOTOR TYPE	48 Volt AC
HORSEPOWER (kW)	4.4 hp (3.3 kW) Continuous
ELECTRICAL SYSTEM	56-Volt
BATTERIES (TYPE)	ELITE 2.0, 56V Lithium
KEY OR PEDAL START	Pedal
BATTERY CHARGER	Lithium World Charger 56VDC 10 ft. DC Cord
SPEED CONTROLLER	235-amp Solid-State AC Controller
DRIVETRAIN	Motor Shaft Direct Drive
TRANSAXLE	Limited Slip Differential
GEAR SELECTION	Forward-Neutral-Reverse Integrated
REAR AXLE RATIO	16.99:1
KEY SWITCH	Into Key Switch
PROGRAMMABLE GOLF MODES	Unique Group, Unique Individual

PERFORMANCE

SEATING CAPACITY	2-Passenger
DRY WEIGHT	605 lb (274.4 kg)
CURB WEIGHT	655 lb (297.1 kg)
VEHICLE LOAD CAPACITY	500-800 lb (227-360 kg)
OUTSIDE CLEARANCE CIRCLE	19.2 ft (5.8 m)
SPEED (LEVEL GROUND)	8-15mph (13-24kph)
TOWING CAPACITY	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar

STEERING & SUSPENSION

STEERING	Double-Ended Rack and Pinion
SUSPENSION	Front: Independent A-Arm Coil-Over Shock; Rear: Mono-Leaf Spring With Hydraulic Shocks
SERVICE BRAKE	Induction Motor
PARKING BRAKE	Automatic Electro-Magnetic
TIRES	18 x 8.50-8 (4-ply rated)

BODY & CHASSIS

FRAME	Welded Steel with Powder-Coat Protection
BODY & FINISH	Injection Molded TPO
OPTIONAL BODY COLORS	Almond, Black, Bright White, Burgundy, Electric Blue, Flame Red, Forest Green, Inferno Red, Ivory, Metallic Charcoal, Oasis Green, Ocean Grey, Patriot Blue, Platinum, Sunburst Orange (custom colors available)
STANDARD SEAT COLORS	Stone Beige, Oyster, Grey, Black
PREMIUM SEAT COLORS	Mushroom, Grey (custom colors available)
PINSTRIP COLORS	Pewter, Black, Gold

INNOVATIVE TECHNOLOGY

- Zero Maintenance Lithium Batteries
- 5-Year Battery Warranty
- Unbeatable Energy Efficiency
- Proven Performance of Samsung SDI Lithium Batteries
- Effortless Performance
- Eco-Friendly Technology
- Longest Range of Any Lithium Vehicle
- Opportunity Charging
- Lightweight for Turf Protection

KEY FEATURES

- Modern Design
- Impact-Resistant Bumpers
- Fade Resistant Paint
- Premium Seating
- Versatile In-Dash Storage
- Optional Fold-Down Windshield
- Optional USB Port



Almond



Black



Bright White



Burgundy



Electric Blue



Flame Red



Forest Green



Inferno Red



Ivory



Metallic Charcoal



Oasis Green



Ocean Grey



Patriot Blue



Platinum



Sunburst Orange



www.ezgo.com

Features and specifications of vehicles subject to change without notice. Vehicles as photographed may include options not included on base model.
©2020 Textron Specialized Vehicles Inc. 70065-G3 (Rev. 09/2020)



Proposal

March 29, 2022



RXV ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY	ZERO MAINTENANCE BATTERIES	ADVANCED INTELLIBRAKE TECHNOLOGY
SAMSUNG SDI LITHIUM BATTERIES	UNBEATABLE ENERGY EFFICIENCY	LOWEST COST OF OPERATIONS

ACCESSORIES

Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	80
USB Port	80
Light World Charger, ELITE (3 m [10 ft] Cord)	80
Sun Canopy, 54" Black	80
Windshield, Fold Down	80
Service Contract	80
Freight	80
Body Color Black	80
Standard Seat Grey	80

Accepted by _____



Proposal

March 29, 2022



FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	RXV ELITE	80	54 Month	\$216.19	\$17,295.20
					MONTHLY AMOUNT	\$17,295.20

CAPITAL LEASE

✓	YEAR	MODEL	QTY	TERM + Balloon	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	RXV ELITE	80	54 Month + \$1.00	\$288.04	\$23,043.20
					MONTHLY AMOUNT	\$23,043.20

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
6	May-Oct	Jan 2023	May 2023

CURRENT LEASE CONDITIONS

Upon acceptance of this proposal, current lease schedule(s) 008-0732415-102 will be terminated after Jan 28, 2023 payment has been made provided the lease is current and in good standing.

Upon acceptance of this proposal, current lease schedule(s) 008-0732415-100 will be terminated after Jan 28, 2023 payment has been made provided the lease is current and in good standing.

SPECIAL CONSIDERATIONS

January delivery is subject to production and supply chain constraints. The current fleet will remain on site until the new fleet delivers, contingent upon contract award to E-Z-GO.

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. To receive an early roll, must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing. E-Z-GO and the existing lease must be current and in good standing

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

E-Z-GO

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____



SINGLE-SOURCE SOLUTION

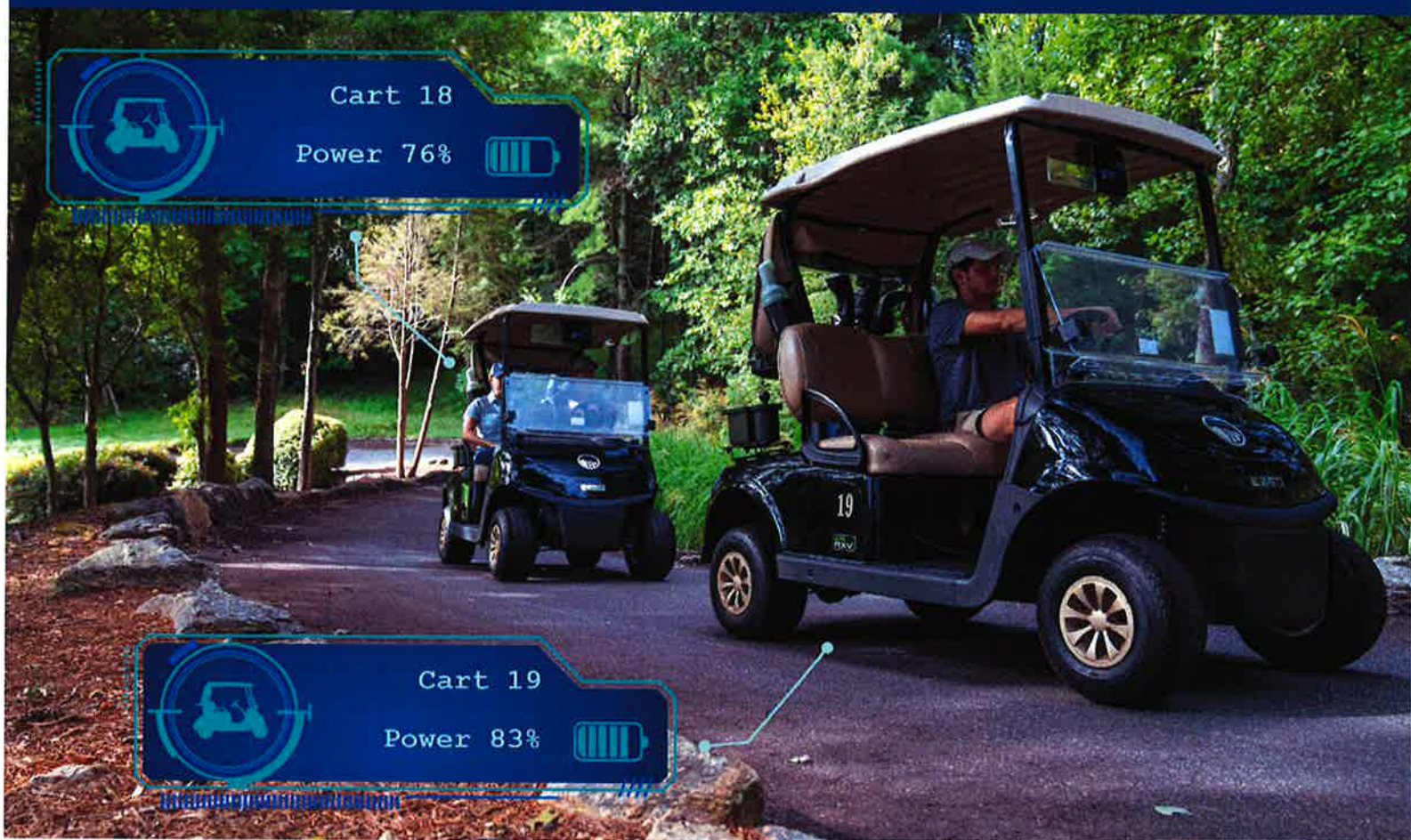
MONITOR,
MAINTAIN &
PROTECT YOUR
INVESTMENT

AMPLIFY
THE USER
EXPERIENCE

REAL-TIME DATA
FOR OPERATIONAL
EFFICIENCY &
PRODUCTIVITY



BRING EXTRA INTELLIGENCE TO YOUR FACILITY.



OPTIMIZED OPERATIONS

PREPARE FOR ANYTHING

- Weather Alert Feature
- Manually Alert Golfers
- Customizable Push Messaging

PROTECT YOUR INVESTMENT

- Geo-Fencing, Car Shutdown, and Speed Alerts
- Monitor Vehicle Travel History
- Real Time Vehicle Tracking
- Fault History and Alerting

REMOTE MONITORING

- Monitor Your Fleet Remotely
- Track Amp Hours, Charge Rates, and Vehicle Amp Hours
- Monitor Car Locations & Pace-of-Play
- Real-Time Data Analysis

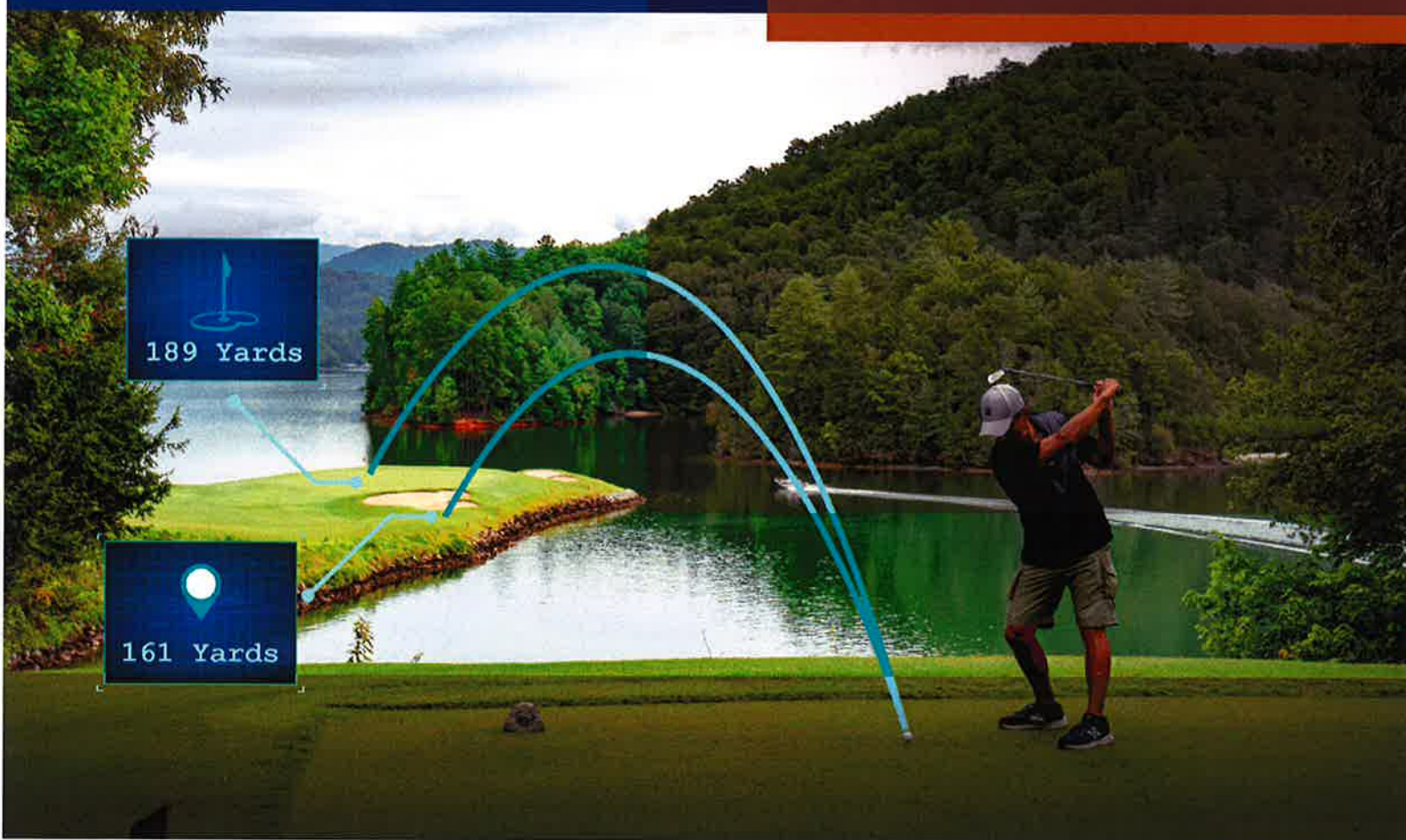
CONNECT YOUR EQUIPMENT

- Maintain Turf Equipment and Utility Vehicles with the Screen-less Shield Plus
- Establish Target Times for Task Completion
- Examine Travel History
- Fleet Utilization and Vehicle Rotation Reports

CREW MANAGEMENT

- Workload Management Tools for Employee Productivity
- Monitor Remotely from Your Phone, Computer, or Tablet
- The Screen-Less Shield System takes up Less Space on the Vehicle

TECHNOLOGY REVOLUTIONIZING THE WAY TO PLAY.



MAXIMIZED EXPERIENCE



A PERSONAL CADDIE

- Course mapping and hole GPS.
- 3D flyovers for more accurate data.
- Digital scoring and pace-of-play tracking



DELIVER THE MESSAGE

- Customize and Send Announcements Around your Course
- Generate Revenue with Advertisements and Videos.
- Food and Beverage Reminders
- 2-Way Messaging Capabilities



EVENT MANAGEMENT? GENIUS

- Real-Time Leader-board with Golf Genius Software
- Push Updates, Announcements, and Reminders Throughout the Round
- Compatible with a Variety of Tournament Formats



CRYSTAL CLEAR DISPLAY

- 7" or 10.1" Ultra-Bright Touchscreen Display"
- 5 Different Themed Screen Options
- Enhanced HD Hole Graphics and 3D Flyovers



SHIELD PLUS™

SHIELD™

7

7EX

10EX

MANAGEMENT & GEOFENCING

- Real-Time Equipment Location and Travel History
- Geofencing and Alerts
- Speed Zone Alerts
- Car Shutdown
- Automatically Scheduled Vehicle Lockdown
- Equipment Utilization Data
- Real-Time Pace-of-Play Monitoring / Reporting
- Remote Vehicle and Staging Lockdown
- Customizable Pace Schedules

TASK MANAGEMENT

- Custom Activity Zones
- Target Completion Times
- Work Efficiency Reports

SUPPORT

- Extended Warranty & Service
- Built-in Internal Battery
- Automatic Software Updates

ON-COURSE COMMUNICATION & MESSAGING

- 4G LTE Capabilities
- On-Cart Pace Status and Automatic Golfer Warnings
- Distances to Front/Center/Back of Green
- Custom Staging Screens
- Multi-Media Advertising
- Two-Way Real-Time Messaging with Golfers

ENHANCED GOLFER EXPERIENCE

- High Resolution, Weather-Proof, Touch-Screen
- Simple Text-Only Yardage for the Golfer
- Enhanced HD Hole Graphics
- On-Screen Pro Tips
- Digital Scorecard
- Yardage to Pin
- Pin Placement Rotation Schedules
- Distances to Marked Hazards
- Interactive Touch-Screen Distances to Golfer Selected Points
- 3D Hole Flyovers with Full-Screen HD Video
- Food & Beverage Menus and Ordering
- Optional Tournament Management
- FM Radio and Music Streaming via Mobile Device
- Weather Warning Alert

	SHIELD PLUS™	SHIELD™	7	7EX	10EX
Real-Time Equipment Location and Travel History	*	*	*	*	*
Geofencing and Alerts	*	*	*	*	*
Speed Zone Alerts	*	*	*	*	*
Car Shutdown	*	*	*	*	*
Automatically Scheduled Vehicle Lockdown	*	*	*	*	*
Equipment Utilization Data	*	*	*	*	*
Real-Time Pace-of-Play Monitoring / Reporting	*	*	*	*	*
Remote Vehicle and Staging Lockdown	*	*	*	*	*
Customizable Pace Schedules	*	*	*	*	*
Custom Activity Zones	*	*	*	*	*
Target Completion Times	*	*	*	*	*
Work Efficiency Reports	*	*	*	*	*
Extended Warranty & Service	*	*	*	*	*
Built-in Internal Battery	*	*	*	*	*
Automatic Software Updates	*	*	*	*	*
4G LTE Capabilities	*	*	*	*	*
On-Cart Pace Status and Automatic Golfer Warnings	*	*	*	*	*
Distances to Front/Center/Back of Green	*	*	*	*	*
Custom Staging Screens	*	*	*	*	*
Multi-Media Advertising	*	*	*	*	*
Two-Way Real-Time Messaging with Golfers	*	*	*	*	*
High Resolution, Weather-Proof, Touch-Screen	*	*	7"	7"	10.1"
Simple Text-Only Yardage for the Golfer	*	*	*	*	*
Enhanced HD Hole Graphics	*	*	*	*	*
On-Screen Pro Tips	*	*	*	*	*
Digital Scorecard	*	*	*	*	*
Yardage to Pin	*	*	*	*	*
Pin Placement Rotation Schedules	*	*	*	*	*
Distances to Marked Hazards	*	*	*	*	*
Interactive Touch-Screen Distances to Golfer Selected Points	*	*	*	*	*
3D Hole Flyovers with Full-Screen HD Video	*	*	*	*	*
Food & Beverage Menus and Ordering	*	*	*	*	*
Optional Tournament Management	*	*	*	*	*
FM Radio and Music Streaming via Mobile Device	*	*	*	*	*
Weather Warning Alert	*	*	*	*	*

EQUIPPED FOR:



GOLF CARS



UTILITY VEHICLES



PROFESSIONAL TURF EQUIPMENT





Pace Technology is excited to announce a new partnership with GolfLogix, the #1 app for Golf. The partnership brings golfers the best player experience with:

- **GPS distances and 3D Heat Maps of the greens**
- **Enhanced golfer experience**
- **Exact distances to pins**

**DOWNLOAD
GOLFLOGIX APP
TODAY!**



Presented by



Proposal

March 29, 2022



PACE 7EX (54 MONTHS)

STANDARD FEATURES

REAL-TIME VEHICLE DATA	AUTOMATIC SOFTWARE UPDATES	7" ULTRA-BRIGHT TOUCHSCREEN DISPLAY
ACCURATE HOLE AND YARDAGE GPS	ENHANCED HD HOLE GRAPHICS	GEOFENCING & VEHICLE ALERTS

ACCESSORIES

***PACE GPS NOW INCLUDES GOLF LOGIX PHONE APP FOR WALKERS
AT NO ADDITIONAL CHARGE

Accepted by _____



Proposal

March 29, 2022



FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	Pace 7EX (54 months)	80	54 Month	\$63.58	\$5,086.40
					MONTHLY AMOUNT	\$5,086.40

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
6	May-Oct	Jan 2023	May 2023

SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. To receive an early roll, must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing. E-Z-GO and the existing lease must be current and in good standing

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

E-Z-GO

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted by _____





CUSHMAN®

HAULER® 800X



MAKE TOUGH JOBS SIMPLE.

Every part of the Cushman Hauler 800X utility vehicle is designed to take on tough jobs. From an 8.4-cubic-foot cargo bed, to bench seating, to a lifted suspension and trail tires, it can navigate through any obstacle without breaking a sweat. With the option of a fuel-efficient 13.5 hp EFI gas engine, or a quiet, zero-emissions 48V AC electric drivetrain, the power to boost performance is in your hands. It's time to see what utility really means. Take the Hauler 800X for a drive.

LET'S WORK.®

13.5 HP
EFI GAS

8.4 CU FT
CARGO BED

725 LB
LOAD
CAPACITY

48V AC
ELECTRIC
DRIVETRAIN



CUSHMAN® HAULER® 800X



CUSTOMIZABLE CARGO BED



BED DIVIDERS

USB & 12V OUTLET

OPTIONS & ACCESSORIES

- Improved Surface Tires
- Brake Lights
- Taillights
- Fuel/Oil Gauge (gas vehicle only)
- On-board Charger (electric vehicle only)
- Premium Steering Wheel
- 2" Rear Receiver Hitch
- LED Headlights with High/Low Beam
- ROPS-Certified Cab
- Bed Dividers
- Long-Handled Tool Holder
- Cargo Mesh Netting
- Weather Enclosure
- USB Outlet
- 12-Volt Outlet
- Canopy Storage Net
- Rearview Mirror
- Side body color
- Ball Cage
- Floor Mount Attachment
- Hubcaps

	ELECTRIC MODEL	EFI GAS MODEL
BODY & CHASSIS		
FRAME	Welded Steel w/ E-Shield e-coat plus DuraShield™ Powder Coat	
BODY & FINISH	Injection Molded TPO (Front) / Injection Molded PP (Rear)	
STANDARD COLOR	Forest Green	
DIMENSIONS		
OVERALL LENGTH	110 in (279.4 cm)	
OVERALL WIDTH	49 in (125 cm)	
OVERALL HEIGHT	51 in (129.5 cm) (w/o Roof) / 74 in (188 cm) (w/ Canopy)	
WHEEL BASE	65.5 in (166.4 cm)	
WHEEL TRACK	37 in (94.0 cm) Front / 38 in (96.5 cm) Rear	
GROUND CLEARANCE	5.5 in (14.0 cm)	
CARGO DECK CAPACITY	8.4 cu ft (0.24 m³)	
CARGO DECK DIMENSIONS	44.5 in x 28.5 in x 12 in (113 cm x 72 cm x 30.5 cm)	
CARGO DECK MATERIAL	Roto-Molded Polyethylene	
POWER		
POWERTRAIN	48V AC	4-Cycle, 24.5 ci (401cc)
VALVE TRAIN	N/A	Single Cylinder OHV
HORSEPOWER (KW)	4.4 hp (3.3 kW) Continuous	13.5 hp (10.1 kW)
ELECTRICAL SYSTEM	48V	Starter/Generator. Solid State Reg.
BATTERY (QTY/TYPE)	Six, 8V Deep Cycle	One, 12V Maintenance Free
BATTERY CHARGER	48V DC PowerWise QE, 120V AC, UL/CSA	N/A
KEY OR PEDAL START	Pedal	
AIR CLEANER	N/A	Replaceable Dry Cartridge
LUBRICATION	N/A	Pressurized Oil System
OIL FILTER	N/A	Spin-On
COOLING SYSTEM	N/A	Air Cooled
FUEL CAPACITY	N/A	5.96 Gallon (22.6 L)
SPEED CONTROLLER	235 Amp AC Controller	N/A
DRIVE TRAIN	Motor Shaft Direct Drive	Continuously Variable Transmission
TRANSAXLE	Differential w/ Helical Gears	
GEAR SELECTION	Dash-Mounted Forward-Neutral-Reverse	Forward - Reverse
REAR AXLE RATIO	16.99: 1	11.47: 1 (Forward) 14.53: 1 (Reverse)
PERFORMANCE		
SEATING CAPACITY	2-Person (Bench)	
WEIGHT W/O BATTERIES	756 lb (342.9 kg)	800 lb (362.9 kg)
CURB WEIGHT	1122 lb (508.9 kg)	830 lb (376 kg)
VEHICLE LOAD CAPACITY	725 lb (328.9 kg)	
BED LOAD CAPACITY	325 lb (147.4 kg)	
TOWING CAPACITY	500 lb (226.8 kg)	
OUTSIDE CLEARANCE CIRCLE	18.9 ft (5.8 m)	
SPEED	16.5 mph ± 0.5 mph (26.5 kph ± 0.8 kph)	
STEERING & SUSPENSION		
STEERING	Self-Compensating Rack & Pinion	
SUSPENSION	Leaf Springs w/ Hydraulic Shock Absorbers	
SERVICE BRAKE	Rear Wheel Mechanical, Self-Adjusting Drum	
PARKING BRAKE	Self-Compensating, Single-Point Engagement	
TIRES (FRONT & REAR)	20 x 8-10 (6 Ply Rated)	

www.cushman.com

©2021 Textron Specialized Vehicles Inc. Features and specifications of the vehicles are subject to change without notice. Vehicle as photographed may include options not included on base model.

82291-G8 (Rev 01/2021)

Proposal

March 29, 2022



HAULER 800X ELITE

STANDARD FEATURES

ZERO MAINTENANCE BATTERIES

5 – YEAR BATTERY WARRANTY

SAMSUNG SDI LITHIUM
BATTERIES

8.4-CU-FT CARGO BED

LIGHTWEIGHT FOOTPRINT

LIFTED SUSPENSION

ACCESSORIES

Body Color Black	2
Side Decals Matte Black (no decal)	2
Contoured Seat Grey	2
K500 20 x 8-10, 6 Ply Rated, Black Wheel	2
Two Wheel Mechanical Brakes	2
Brush Guard	2
Halogen Headlights	2
State of Charge Meter	2
USB Outlet (not available with CE)	2
ELiTE 4.2 Batteries	2
ELiTE World Charger, 48V DC, 10' (3.0M) Cord	2
Plastic Bed Box (Manual Lift)	2
Sun Canopy Top, Plastic, Black	2
Windshield, Fold Down	2
Freight	2
Comfort Grip Steering Wheel	2
DC Converter	2

Accepted by _____



Proposal

March 29, 2022



FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	Hauler 800X ELITE	2	54 Month	\$390.48	\$780.96
					MONTHLY AMOUNT	\$780.96

CAPITAL LEASE

✓	YEAR	MODEL	QTY	TERM + Balloon	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	Hauler 800X ELITE	2	54 Month + \$1.00	\$464.13	\$928.26
					MONTHLY AMOUNT	\$928.26

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
6	May-Oct	Jan 2023	May 2023

CURRENT LEASE CONDITIONS

Upon acceptance of this proposal, current lease schedule(s) **008-0732415-101** will be terminated after **Dec 25, 2022** payment has been made provided the lease is current and in good standing.

SPECIAL CONSIDERATIONS

January delivery is subject to production and supply chain constraints. The current fleet will remain on site until the new fleet delivers, contingent upon contract award to E-Z-GO.

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. To receive an early roll, must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing. E-Z-GO and the existing lease must be current and in good standing

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

E-Z-GO

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____

Limited Warranty Terms and Conditions – RXV and TXT ELiTE Fleet Vehicles

Textron Specialized Vehicles Inc. ("Company") provides that any new Model Year 2021 E-Z-GO RXV Fleet and TXT Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- – shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;



Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	NOT ALLOWED

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: *THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.*

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - **BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.**

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- **THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.**

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO EZGO.TXTSV.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 646534G21



Limited Warranty Terms and Conditions – Cushman Non-Fleet Lithium Vehicles

The Textron Specialized Vehicles (TSV) Division of Textron Inc. ("Company") provides that any new Model Year 2022 Cushman Shuttle/Hauler vehicles (the "Vehicle") and/or battery charger for the Vehicle's lithium-ion battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME-WORKMANSHIP	LIFETIME
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger and battery receptacle	5 years
ALL REMAINING COMPONENTS – Including all options and accessories provided by TSV at time of delivery	2 years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days

The Warranty Period for all parts and components of the Vehicle other than Lithium-ion Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage.

The Warranty Period for Lithium-ion Batteries shall commence on the earliest of the date:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by the Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to proper tire inflation and lack of charging;
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charge vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contains lithium battery packs that are not paired with the battery management system as supplied by the Company;

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.CUSHMAN.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA. TSV P/N 681105G22

Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22F (-30C) AND -4F (-20C) STORAGE ONLY -NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4F (-20C) OR ABOVE 140F (60C)	NOT ALLOWED



USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY COMPANY, OR WHICH WERE NOT INSTALLED BY COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. If Company elects to repair or replace a defective part, Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: *THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.*

LIABILITY LIMITATIONS: IN NO CASE SHALL COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **ALL NON-48 VOLT AND/OR NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may improve, modify or change the design of any TSV vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company beyond the terms of this Limited Warranty without the express written approval of the Customer Care / Warranty Department.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.CUSHMAN.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA. TSV P/N 681105G22

Limited Warranty Terms and Conditions – TSV Commercial / Turf Vehicles

The Textron Specialized Vehicles (TSV) Division of Textron Inc. ("Company") provides that any new Model Year 2021 Commercial / Turf vehicle (the "Vehicle") and/or battery charger purchased from Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):



Vehicle	Warranty Period
Cushman Commercial/Turf Vehicles (Refresher, Shuttle, Hauler, Truckster LS, LX, MS, MX, MS-E, MX-E); <ul style="list-style-type: none"> • Frame - workmanship • All other parts and components unless otherwise noted 	Lifetime2 years
<ul style="list-style-type: none"> • INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener retightening 	90 days
<ul style="list-style-type: none"> • Lead Acid Deep Cycle Batteries 	Earlier of 2 years or 23,000 amp hours*
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

The Warranty Period for all parts and components of the Vehicle other than Lead Acid Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage.

The Warranty Period for Lead Acid Deep Cycle Batteries shall commence on the earliest of the date:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is one (1) year from the date of sale or lease of the Vehicle by the Company to an authorized company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to proper tire inflation, lack of charging, inadequate Lead Acid battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
 - lacks an adequate number of operating battery chargers, uses unapproved battery chargers for the vehicle or uses extension cords with battery chargers;
 - gasoline powered Vehicles fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
 - shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
 - shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
 - has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline or Vehicle without installation of a heavy duty 12V battery;
 - has non-Company approved electrical accessories or electrical energy consuming devices installed on an electric powered Vehicle without installation of an adequately sized DC to DC converter to draw energy from the entire battery pack;
 - adjustments are made to the injection pump fuel delivery system or CVT system; or
 - is equipped with non-standard tires not approved by the Company.
- USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES:** THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY COMPANY, OR WHICH WERE NOT INSTALLED BY COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATIONS SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. If Company elects to repair or replace a defective part, Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS



PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LEAD ACID DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery warranty replacement require specific testing, as specified by the Customer Care / Warranty Department. Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - five (5) air exchanges per hour in the charging facility; and
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER COMPANY RIGHTS:

- Company may improve, modify or change the design of any TSV vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company beyond the terms of this Limited Warranty without the express written approval of the Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided with the Vehicle.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TXTSV.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 46529G21



GOLF CAR SERVICE AGREEMENT



E-Z-GO, a Division of Textron, Inc.
1451 Marvin Griffin Rd.
Augusta, GA 30906
(herein after referred to as The Vendor)

AND

EXAMPLE SERVICE CONTRACT

(herein after referred to as The Club)

agree to the following terms and conditions:

TERM

This agreement shall be for a term of : TBD
Commencing from: TBD to TBD
Schedule: Bi-Weekly service visits in-season; (1) winter service per year

PAYMENT

For valuable consideration received and hereby acknowledged by both parties The Club agrees to remit to The Vendor:
\$0.00 per car per year plus applicable sales tax.

Said payment is to be remitted by The Club within 10 days of invoice to The Vendor's address listed herein.

UNITS

The Vendor hereby agrees to maintain: (60) 2022 E-Z-GO RXV-Elite Golf Cars
in good repair and operating condition subject to the terms and conditions of this agreement

UNIT LOCATION

It is hereby agreed by both parties that the units shall be exclusively located at The Club and that The Vendor shall endeavor to service the units at this location. Vendor reserves the right to transport units to an outside location if major repairs are required

SERVICE SCHEDULE

The Vendor agrees to service and maintain the units herein subject to the terms of this agreement on a Regular Scheduled basis during all months the club normally operates the units.

CLUB'S MAINTENANCE RESPONSIBILITIES

The Club agrees at The Club's sole cost and expense to (a) on a daily basis charge, water, and clean batteries, store and secure units and maintain vehicles except for normal wear and tear; (b) on a weekly basis check and maintain tire pressure, wash and clean cars; (c) on an as-needed basis to gas units, repair flat tires, fine tune engines, and tighten nuts and bolts.

VENDOR'S MAINTENANCE RESPONSIBILITIES

Subject to the terms and conditions of this agreement The Vendor agrees to keep all units herein good repair and operating condition, doing so with reasonable dispatch, and to replace with new parts any badly worn or broken parts. The Vendor will repair or replace all accessories and components of the vehicles as may detract from their operating condition under normal conditions, subject to expected wear and tear.

DAMAGE

It is expressly agreed to by The Club that The Vendor shall not be responsible herein for performing repairs caused by or due to abuse, vandalism, accident, negligence, act of God, or failure by The Club to perform The Club's maintenance responsibilities.

PARTS DISPOSITION

It is expressly agreed to by The Club that the Vendor shall be given title to and shall retain for The Vendor to use or dispose all parts and batteries replaced under this agreement

VENDOR'S PERSONNEL

Vendor warrants that the Vendor's service personnel will be qualified golf car mechanics. The Vendor shall maintain workman's compensation coverage on it's employees

WARRANTY

The Club hereby agrees to and acknowledges that the standard E-Z-GO new car and the battery manufacturer's warranties remain in effect but that The Club shall not receive any reduction in montly payments listed herein for any warranty work provided or arranged by The Vendor under this agreement

ASSIGNMENT

This agreement may be assigned by mutual written consent. No such assignment shall relieve the assignee, The Club, or The Vendor under this agreement

DEFAULT

The Vendor shall have the right to terminate this agreement for reasons of default, non-payment, insolvency, or bankruptcy. The Club shall not be relieved of liability of past due payments in the event of such circumstances.

SPECIAL SERVICE CONDITIONS

The Vendor further agrees to the following conditions:

ENTIRE AGREEMENT

The parties agree that this instrument constitutes the entire agreement between the parties and that no verbal understanding not incorporated in this document is conceded as binding upon either party. Both parties covenant to fulfill the obligations imposed upon them and waive any specific state's rights laws which might allow them to evade their respective responsibilities.

EXAMPLE SERVICE CONTRACT

Accepted By: _____
Title: _____

Date: _____

E-Z-GO, a Division of Textron, Inc.

Accepted By: _____
Title: Territory Sales Manager

Date: _____





MODEL: RXV ELITE
TYPE: ELECTRIC FLEET GOLF CAR
MODEL YEAR: 2022

Part No: 10002915



PRODUCT SPECIFICATION

CONFIGURATION HIGHLIGHTS

Programmable AC Drive System: Factory programmable to application

- Solid State variable frequency AC speed controller
- Drive-by-wire electronic throttle control
- Dash mounted direction selector switch (Forward-Neutral-Reverse)
- Descent speed control and automatic hill hold
- Full-time regenerative braking
- 235 Amp AC Controller
- Full torque, reduced speed reverse
- Sealed Hall effect throttle sensor
- Full diagnostic capability (Hand held diagnostic unit)
- Five field selectable speeds with hand held diagnostic unit

Motor: 56.7 Volt AC induction motor, solid copper windings. 4.4 hp (3.3 kW) Continuous. AC system reads motor speed for accurate speed control in all conditions. Regenerative braking for maximum economy

Battery Charger: 350 Watt, 56.7 VDC, 120/230 VAC 50/60 Hz. UL 1564, CSA 107.2

Electrical System: 56.7 Volt DC, Lithium Ion Battery

Drive Train: Direct motor shaft connected to transaxle pinion shaft

Transaxle: Differential with reverse helical gears

Brakes: Induction motor. Electro-magnetic parking brake is applied automatically

Body Protection: 360° energy transfer bumpers maximize vehicle protection from minor impact

PRODUCT OVERVIEW

Dimensions

Overall Length	94.5 in (240 cm)
Overall Width	47.0 in (119 cm)
Overall Height (No Canopy)	46.5 in (118 cm)
Overall Height (With Canopy)	69.5 in (177 cm)
Wheel Base	66 in (168 cm)
Front Wheel Track	35.5 in (90 cm)
Rear Wheel Track	38.0 in (97 cm)
Gnd Clearance @ Differential	4.5 in (11 cm)

Vehicle Power

Power Source	56.7 Volts DC
Motor Type	56.7 Volt AC
Horsepower (kW)	4.4 hp (3.3 kW) Continuous
Electrical System	56.7 Volt
Batteries (Qty, Type)	Single, 56.7 Volt Li-Ion Composite Module
Key or Pedal Start	Pedal
Speed Controller	235 Amp AC Controller
Drive Train	Motor Shaft Direct Drive
Transaxle	Limited Slip Differential
Gear Selection	Dash Mounted Forward-Neutral-Reverse
Rear Axle Ratio	16.99:1

Performance

Seating Capacity	2 Person
Dry Weight	599 lb (272 kg) (Without Batteries)
Curb Weight	646 lb (293 kg) (With 2.2 pack)
Vehicle load capacity	500 lb (227 kg)
Outside Clearance Circle	19.2 ft (5.9 m)
Intersecting Aisle Clearance	N/A
Speed (Level Ground)	8 - 15 mph (13 - 24 kph)
Towing Capacity	3 E-Z-GO Golf Cars with approved tow bars

Steering & Suspension

Steering	Double Ended Rack & Pinion
Front Suspension	Independent A-Arm Coil Over Shock
Rear Suspension	Mono-Leaf Springs With Hydraulic Shocks
Service Brake	Induction Motor
Parking Brake	Automatic Electro-Magnetic
Front Tires	18 x 8.50 - 8 (4 Ply Rated)
Rear Tires	18 x 8.50 - 8 (4 Ply Rated)

Body & Chassis

Frame	Welded Steel. DuraShield™ powder coat
Body & Finish	Injection molded TPO
Standard Color	Forest Green

Some items shown may be optional equipment



A Textron Company

OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)*

Item	Std	Opt	Fld
TIRES & WHEELS:			
Front & Rear:			
Hole-in-One 18 x 8.50 - 8, White Steel Wheels	X		
Loadstar DOT 205/50-10, Machined Alloy Wheels		X	
Loadstar DOT 18 x 8.50 - 8, Steel Wheels		X	
Paramount DOT 215/40-12, SBR Machined Alloy Wheels		X	

Hub Caps			
Hub Cap, Gold		X	
Hub Cap, Silver		X	

COLORS:			
Forest Green	X		
Ivory		X	
Almond		X	
Black		X	
Burgundy		X	
Bright White		X	
Platinum		X	
Inferno Red		X	
Patriot Blue		X	
Metallic Charcoal		X	
Slate		X	
Ocean Grey		X	

Pin Stripes:			
Pewter, Black, Gold		X	

Seating:			
Seat Color - Stone Beige	X		
Seat Color - Oyster		X	
Seat Color - Grey		X	
Seat Color - Black		X	

Premium Seating:			
High Back - Mushroom		X	
High Back - Black		X	
High Back - Grey		X	
High Back - Custom		X	

Storage:			
Insider Bag Kit (2.2 Single Pack)			X
Insider Bag Kit (4.2 Single Pack)			X

Item	Std	Opt	Fld
ELECTRICAL:			
Battery Chargers:			
Lithium Light Charger (3.3 m (11 ft.) Cord)	X		
Lithium World Charger (3.3 m (11 ft.) Cord)		X	
Lithium World Charger (5.5 m (18 ft.) Cord)		X	
Lithium Rapid On Board Charger		X	

Batteries			
ELITE 2.2 Lithium	X		
ELITE 4.2 Lithium		X	

OTHER PERFORMANCE:			
Sweater Basket	X		
Fender Scuff Guard		X	
State of Charge meter		X	
Cooler & Bracket, Driver Side		X	
Cooler & Bracket, Passenger Side		X	
DC-DC Converter		X	
Tow Bar - Permanent		X	
Glove Box, LH/RH or both		X	
CE Kit		X	
Speed Setting, 12/13/14 MPH		X	
Club & Ball Washer, Driver Side			X
Club & Ball Washer, Passenger Side			X
Sand Bottle			X
Sand Bucket, Driver Side			X
Sand Bucket, Passenger Side			X
Tow Bar - Casual			X
USB Port			X
PACE - GPS Tracking			X

WEATHER PROTECTION:			
Bag Cover Kit - Stone Beige or Black			X
Sun Canopy (Top) Oyster			X
Sun Canopy (Top) Stone Beige			X
Sun Canopy (Top) Black			X
Weather Enclosure (3 Side, Sun Canopy & Windshield Req'd)			X
Windshield Fold Down (Requires Sun Canopy)			X
Message Holder (Single Hanging or Windshield Mounted)			X
Double Message Holder			X
5 Panel Mirror			X



CUSHMAN

MODEL: HAULER 800X ELITE
TYPE: ELECTRIC 48V POWERED TRUCK
MODEL YEAR: 2020
Part No: 678056G01



PRODUCT SPECIFICATION

CONFIGURATION HIGHLIGHTS

Programmable AC controller with expanded regenerative braking function, and vehicle charger lockout

- Solid State variable frequency AC speed controller
- Dash mounted direction selector switch (Forward-Neutral-Reverse)
- Anti-roll back, walkaway braking and alarm
- Programmable regenerative braking, acceleration and speed
- Full torque, reduced speed reverse
- Inductive throttle sensor
- Handheld vehicle diagnostics

Battery Charger: 48V DC High Frequency, fully line compensating. 10 ft (3 m) DC Cord. Underwriters Lab. (U.L.) Listed, (C.S.A Certified), CE

- Input: 120/230 Volts AC, 60/50Hz, 8-4 Amps
- Output: 48 Volts DC at 14.3 Amps

Motor: 48 Volt AC induction motor, solid copper windings. 4.4 hp (3.3 kW) Continuous, 11.7 hp (8.7 kW) peak. AC system reads motor speed for accurate speed control in all conditions.

Drive Train: Direct motor shaft connected to transaxle pinion shaft

Electrical System: 48 Volt DC lithium ion battery

Transaxle: Differential with helical gears

Brakes: Dual rear wheel mechanical self-adjusting drum brakes. Automatic single point park brake release with self-compensating system

Cargo Bed: Roto-molded cross-linked polyethylene. Lifts for access to powertrain. Removable hinged tailgate with cam-over latch mechanism

PRODUCT OVERVIEW

Dimensions

Overall Length	110 in (280 cm)
Overall Width	49 in (125 cm)
Overall Height (No Canopy)	51 in (130 cm) (Top of steering wheel)
Overall Height (With Canopy)	74 in (188 cm)
Wheel Base	65.5 in (166 cm)
Front Wheel Track	37.0 in (94 cm)
Rear Wheel Track	38.0 in (97 cm)
Gnd Clearance @ Differential	5.5 in (14 cm)
Cargo Box Width (inside)	44 in (112 cm)
Cargo Box Length (inside)	28 in (71 cm)
Cargo Box Depth (inside)	12 in (30.5 cm)
Cargo Box Capacity	8.4 cu ft (0.24 m ³)
Cargo Box material	Roto-molded polyethylene

Vehicle Power

Power Source	48 Volts DC
Motor Type	48 Volt AC
Horsepower (kW)	11.7 HP (8.7 kW) Peak
Electrical System	48 Volt
Batteries (Qty, Type)	Two to four Lithium Ion, 48 volt
Key or Pedal Start	Pedal Start
Battery Charger	48 VDC, 120/230 VAC, UL/CSA, CE
Speed Controller	235 Amp AC Controller
Drive Train	Motor Shaft Direct Drive
Transaxle	Differential with helical gears

Gear Selection	Dash Mounted Forward-Neutral-Reverse
Rear Axle Ratio	16.99:1

Performance

Seating Capacity	2 Person
Dry Weight	722 lb (327 kg) (Without Batteries)
Curb Weight	797 lb (361 kg) (Standard Batteries)
Bed Load Capacity	325 lb (147.4 kg)
Vehicle load capacity	725 lb (328 kg)
Outside Clearance Circle	18.9 ft (5.76 m)
Intersecting Aisle Clearanc	N/A
Speed (Level Ground)	16.5 mph ± 0.5 mph (26.5 kph ± 0.8 kph)
Towing Capacity	500 lb (230 kg) max load

Steering & Suspension

Steering	Self-compensating rack and pinion
Front Suspension	Leaf springs with hydraulic shock absorbers
Rear Suspension	Leaf springs with hydraulic shock absorbers
Service Brake	Rear wheel mechanical self-adjusting drum
Parking Brake	Self-compensating, single point engagement
Front Tires	K500 20 x 8 - 10 (6 Ply)
Rear Tires	K500 20 x 8 - 10 (6 Ply)

Body & Chassis

Frame	Welded steel with E-Shield ecoat plus DuraShield™ powder coat
Front Body & Finish	Injection molded TPO
Rear Body & Finish	Injection molded PP
Standard Color	Forest Green



CUSHMAN

OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)*

Item	Std	Op	Fld
IMPROVED SURFACE TIRES:			
Loadstar 20.5 x 8 - 10 (6 Ply Rated), Black Wheel		X	
TURF TIRES:			
K500 20 x 8 - 10 (6 Ply Rated), Black Wheel	X		
All Terrain Tires:			
Trail Wolf 20 x 11 x 10		X	
Wheel Covers:			
10" Metallic Silver (Set of 4)		X	
BODY COLORS:			
Forest Green	X		
Patriot Blue, Ivory, Bright White, Flame Red, Orange & Black	X		
Almond, Matte Black, Safety Yellow & Metallic Charcoal		X	
SIDE DECAL COLORS:			
Matte Black	X		
Forest Green, Patriot Blue, Ivory, Bright White,		X	
Flame Red, Orange & Black		X	
SEAT COLORS:			
Gray	X		
Stone Beige, Black & Oyster		X	
ELECTRICAL:			
Halogen Headlights	X		
LED Headlights - High/Low Beam		X	
Tail Lights		X	
Brake Lights		X	
State of Charge Meter	X		
12 Volt Outlet		X	
USB Outlet		X	
Unique Key Switch		X	
Lithium World Charger 48VDC 10 ft (3.0 m) DC Cord	X		
Lithium World Charger 48VDC 18 ft (5.5 m) DC Cord		X	
DC Converter	X		
Hour Meter		X	
CE Kit		X	
ELiTE 2.0 Lithium	X		
ELiTE 3.0 Lithium		X	
ELiTE 4.0 Lithium		X	

Item	Std	Op	Fld
VEHICLE ENHANCEMENTS:			
2 Wheel Mechanical Brakes	X		
4 Wheel Mechanical Brakes		X	
Differential (Scuff) Guard		X	
Limited Slip Differential		X	
Fender Flare - Large	X		
Frame - E-Shield Enhanced Coating	X		
Brush Guard	X		
Comfort Grip Steering Wheel		X	
Scorecard Holder		X	
Rear View Mirror			X
Clays Car Field Kit (Front Basket & Gun Holder)			X
TOWING, HAULING & STORAGE:			
Plastic Bed (Manual Lift)	X		
Plastic Bed (Gas Assist Manual Lift)		X	
Power Dump (Electric)		X	
2 in (5 cm) Receiver (Rear)		X	
1 7/8 in (48 mm) Ball Hitch (Rcvr Req'd)		X	
1 7/8 in (48 mm) Ball Hitch, Drop (Rcvr Req'd)		X	
Angle Hitch (Rcvr Req'd)		X	
Angle Hitch, Drop (Rcvr Req'd)		X	
Clevis Hitch (Rcvr Req'd)		X	
Clevis Hitch, Drop (Rcvr Req'd)		X	
Glove Box Locking Door		X	
Glove Box Shelf		X	
Glove Box Mat Package			X
Radio Holder			X
Floorboard Accessory Mount			X
Canopy Storage Net			X
PLASTIC BED ACCESSORIES:			
Bed Net (Pocket)			X
D-Ring Tie Down			X
Tailgate Long Handled Tool Holder			X
Elevated Long Handled Tool Holder			X
Front Wall Tool/Moisture Meter Holder			X
Bed Divider			X
Drop In Refresher			X
WEATHER PROTECTION:			
Canopy - Black, Tan & Champagne Beige			X
Windshield Flat			X
Windshield Fold Down			X
Enclosure - Black, White & Tan			X
Cab Kit - ROPS Certified			X
Ball Cage Kit - ROPS Certified			X
Ball Cage Kit - Non ROPS			X
Cab - Strobe Light			X
Cab - Work Light			X

Master Lease

The "Master Lease": Master Lease Number	Dated
"Lessee"	
"Lessor"	

Master Lease Terms and Conditions

1. **LEASE.** Lessee hereby agrees to lease from Lessor and, subject to satisfaction of all Lessor's requirements and no material adverse change in Lessee's condition or business, Lessor agrees to lease to Lessee the personal property, services and/or software described in one or more Schedules (each a "Schedule") to this Master Lease signed by Lessor and Lessee from time to time on the terms and conditions set forth herein and in the related Schedule (such property and services, together with all replacements, repairs, and additions thereto, collectively the "Equipment"; and each item, an "Item"). Lessee authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known. Each Schedule incorporates the terms of this Master Lease, is considered a separate lease and shall be referred to herein as "this Lease". Capitalized terms have the meanings given to them in the Schedule or herein. If the terms of a Schedule conflict with the terms of this Master Lease, the terms of the Schedule shall control.

2. **TERM.** The term of this Lease with respect to each Item begins on the date Lessee accepts such Item and continues for the number of consecutive months from the Commencement Date shown in the applicable Schedule (the "Initial Term") unless earlier canceled, terminated or extended as provided herein or in the Schedule. Lessee shall promptly inspect the Equipment upon delivery and, if acceptable in all respects, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee authorizes Lessor to fill in the Commencement Date in the Schedule, which will be determined based on the date that the final Item thereunder is delivered to and accepted by Lessee. If the final Item is delivered and accepted between the 1st and the 15th days of a month, the Commencement Date is the 15th day of such month; if the final Item is delivered and accepted between the 16th and the last days of a month, the Commencement Date is the 1st day of the following month. The term of this Lease may be extended as provided in the applicable Schedule.

3. **PAYMENTS.** Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term; (c) interim rent for each Item from the date accepted to the Commencement Date, at the daily rate equal to the Interim Rent Daily Factor set forth in the Schedule multiplied by the portion of the Total Cost applicable to such Item payable with respect to each calendar month by the 10th day of the following month and in any event on the Commencement Date. If, for any reason, the final cost (all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, and any other amounts financed, before application of any subsidies or like amounts) is more or less than the Total Cost in the Schedule (which is based on an estimate), each Rent Payment and the mandatory or optional fixed purchase price, if any, will be adjusted to provide Lessor the same yield it would have obtained if such final cost had been equal to such Total Cost. Lessee agrees that the Schedule will be amended to reflect the final Total Cost and adjusted Rent Payment and purchase price, if applicable, by (i) written notice from Lessor to Lessee for adjustments of 10% or less; or (ii) signed Amendment. The Rent Payment in the Schedule has been indexed to the LIBOR Swap Rate (fixed rate swap for floating 90-day LIBOR) for a similar term to the Initial Term, interpolated as necessary. If such Swap Rate as of the date the final Item is accepted is more than the Swap Rate as of the date hereof, Lessor may increase the Rent Payment accordingly, and on or before the Commencement Date, Lessee will sign an amendment reflecting such increase. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon, assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, with interest, on demand, plus Lessor's administrative and other costs of paying and invoicing such amounts. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate or amount permitted by applicable law. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on such request made by any person it believes has authority to make such request on behalf of Lessee. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment request returned due to insufficient funds or stop payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied.

4. **USE; REPAIRS.** Lessee shall use the Equipment within recommended capacities, only for its designed purposes, in compliance with all laws, regulations and ordinances. At Lessee's expense, Lessee will maintain the Equipment in good repair and working order, furnish all needed parts and services and make all modifications and improvements required by law. Lessee will not modify or improve the Equipment without Lessor's prior written consent. All parts, modifications and improvements will become Lessor's property and part of the Equipment for all purposes. Lessee shall prepare and file all tax returns that it may file under the applicable taxing jurisdiction's laws for taxes that are Lessee's responsibility hereunder, including but not limited to personal property taxes if the End of Lease Provision under the applicable Schedule is (i) "Mandatory Purchase" or (ii) "Purchase Option" and the price for such option is a dollar amount stated in such Schedule.

5. **RETURN.** Subject only to strict compliance with the terms of any purchase or renewal provisions which are set forth herein or in any Schedule, upon expiration or earlier cancellation or termination hereof, Lessee shall, at its sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the Initial Term and with respect to each item of Equipment, as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowlage damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular Item shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Item as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Item for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (a) the Mandatory Purchase Price related to the Item; (b) the Item's "Anticipated Residual Value" as determined by Lessor's books at the Commencement Date; or (c) 10% of the original Total Cost related to the Item. ##CS_FLD_GolfReturnProvisions## Until properly returned, all Lease terms shall apply, including without limitation all Lessee's rent, insurance and maintenance obligations.

6. **DISCLAIMERS.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR ANY DEFECT THEREIN, OR BY THE DELIVERY, INSTALLATION, USE, MAINTENANCE OR SERVICING OF OR ADJUSTMENT TO THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES

THE EQUIPMENT AS-IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. Lessee acknowledges that: Lessor is not a dealer or manufacturer of equipment of any kind; is not the seller of the Equipment; each Item is of a type, size, design and capacity selected solely by Lessee; and this Lease is a "finance lease" under UCC Article 2A in all respects. To the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this Lease).

7. INDEMNITY. To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities, liens, fines, penalties or other amounts arising out of the manufacture, purchase, lease, use, condition, possession, ownership, operation or return of any Equipment, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, including any strict liability claims, whether arising by operation of law, or with or without Lessee's fault or negligence or failure to comply with the terms hereof, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents, imposed or incurred by or asserted against Lessor, its successors or assigns. At Lessor's option, Lessee shall assume full responsibility for the defense of any indemnified claim.

8. LOSS. Lessee shall bear the entire risk of loss, theft, damage or destruction of any or all Items from any cause whatsoever ("Loss"); and no Loss shall relieve Lessee of any rent payment or other obligation hereunder. If Lessor determines that any Item has suffered an irreparable Loss, Lessee will either (i) replace the Item with like equipment (of the same year, make, model and accessories) in good repair, condition and working order; or (ii) pay Lessor the Stipulated Loss Value for such Item.

9. INSURANCE. With respect to the Equipment, Lessee shall pay for and maintain, and furnish Lessor a certificate evidencing, insurance insuring against: (a) liability for bodily injury and property damage with a minimum combined single limit of ##CS_FLD_FTXInsCoverageLiability## or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, with Lessor as additional insured, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value, with Lessor as loss payee. Each insurance policy shall be in such form, including a maximum deductible, and with such insurers as Lessor may accept, shall require the insurer to give Lessor at least 30 days' prior written notice of any cancellation or change in terms, and shall specify that no action or misrepresentation by Lessee will affect Lessor's coverage. Lessor has no duty to verify or notify Lessee that any such policy exists or is free of defects. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such policy. If Lessee fails to maintain, pay for or provide Lessor with evidence of the required insurance, Lessor may, but is not obligated to, obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice. Lessor may charge Lessee the costs of acquiring and maintaining such insurance, and a fee for Lessor's services (collectively, "Insurance Charge"). At its discretion, Lessor may allocate the Insurance Charge to the remaining Rent Payments, which Lessee will pay with interest on such allocation. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person.

10. DEFAULT. Each of the following is an "Event of Default" hereunder: (a) Lessee fails to pay any rent or other payment required hereunder when due; (b) Lessee fails to comply with any other covenant or agreement hereunder and such failure continues for 10 days after notice by Lessor; (c) Lessee defaults under any other obligation to Lessor; (d) Lessee or any guarantor of this Lease ("Guarantor"), or any partner of Lessee ("Partner") if Lessee is a partnership, ceases doing business as a going concern or makes an assignment for the benefit of creditors; (e) Lessee or any Guarantor or Partner admits in writing an inability to pay debts as they come due, voluntarily files or has filed against it involuntarily a petition under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for it or for all or a substantial part of its assets; (f) any individual Lessee, Guarantor or Partner dies; (g) any material indebtedness of Lessee or any Guarantor is accelerated or payment in full thereof is demanded; (h) Lessee or any Guarantor consolidates with, merges into or transfers all or substantially all its assets to another entity or individual; or (i) Lessee fails to occupy the premises where any Item is located, or the mortgagee or owner of such premises asserts the right to take possession thereof or exercise eviction or other remedies under the mortgage or lease of such premises.

11. REMEDIES. At any time on or after an Event of Default, Lessor may in its sole discretion, with or without canceling or terminating this Lease, exercise one or more of the following remedies: (a) on written notice to Lessee, cancel or terminate this Lease; (b) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the current fiscal year; (c) enforce performance of, and/or recover damages for the breach of, Lessee's covenants; (d) repossess the Equipment wherever located, without notice or legal process; (e) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee's obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms as deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment. No remedy shall be exclusive, and each shall be cumulative to the extent necessary for Lessor to recover amounts for which Lessee is liable hereunder.

12. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not sell, assign, sublet, pledge or otherwise encumber or permit a lien arising through Lessee to exist against any interest in this Lease or the Equipment, Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

13. NON-CANCELABLE, UNCONDITIONAL OBLIGATION. This Lease cannot be canceled or terminated except as expressly provided herein. This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If this Lease is deemed to be a lease intended as security, (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; (ii) this Lease shall be construed so that interest, the applicable interest rate or other charges shall not exceed the maximum time price differential, rate, interest or amount allowed by applicable law, and any excess payment will be applied first to prepay principal hereunder and then as a refund to Lessee; and (iii) this Lease is made under Minn. Stat. Sec. 334.022. The Equipment shall at all times remain Lessor's property, and Lessee's only right, title or interest therein shall be as set forth herein. At its expense, Lessee shall protect and defend Lessor's title and interest and keep the Equipment free of all claims and liens except those created by or arising through Lessor. Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee appoints Lessor as Lessee's attorney-in-fact to sign such items in Lessee's name. Lessee will reimburse Lessor's costs with respect thereto on demand. Lessee's exact legal name is as shown above and Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable Schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year. Lessor may inspect the Equipment and Lessee's records related thereto at any time during business hours. All representations, warranties and indemnities of Lessee made or agreed to in or in connection with this Lease shall survive expiration, cancellation or termination of this Lease.

14. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS. To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. To the extent permitted by applicable law, Lessee agrees that

upon the termination of a Lease under this Section that it shall not enter into any lease, rental agreement or any other contract for the lease, use, possession or purchase of equipment similar to the Equipment of the terminated Lease for one (1) year after the Non-Appropriation Event for the terminated Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases.

15. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS.** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Master Lease and any Schedules, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

16. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY):** At the end of the Initial Term, Lessee shall remit to Lessor \$5.00 per hour on each Item that has hourly use in excess of the maximum hours as indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an Item shall be determined by the hour meter attached to said Item, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Item during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

17. **GOVERNING LAW; JURY TRIAL WAIVER. THIS LEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ##CS_FLD_FTXDOCSTATE## (EXCLUDING CONFLICTS LAWS); PROVIDED THAT ANY INTEREST AND FINANCE CHARGES HEREUNDER SHALL BE GOVERNED BY FEDERAL LAW AND, TO THE EXTENT APPLICABLE, THE SUBSTANTIVE LAWS OF THE STATE OF ##CS_FLD_FTXDOCSTATE_X2##. LESSEE HEREBY CONSENTS TO JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS SITTING IN THE STATE OF ##CS_FLD_FTXDOCSTATE_X3## FOR RESOLUTION OF ALL DISPUTES OF ANY NATURE WHATSOEVER REGARDING THIS LEASE OR ANY TRANSACTION CONTEMPLATED**

HEREBY. LESSEE AGREES THAT, AT LESSOR'S SOLE ELECTION AND DETERMINATION, LESSOR MAY SELECT AN ALTERNATIVE FORUM, INCLUDING ARBITRATION OR MEDIATION, TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS LEASE. THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY ACTION TO ENFORCE THIS LEASE OR ANY RELATED AGREEMENTS.

18. **MISCELLANEOUS.** This Lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof; there is no other oral or written agreement or understanding. In Lessor's sole discretion, this Lease and other documents may be electronically copied and/or delivered by telecopier or other electronic means of transmission ("e-copy") and the e-copy of any document shall be deemed an original, and admissible as such in any court or other proceeding; provided that there shall be only one original counterpart of each Schedule, and it shall bear the original signature of Lessor and be marked "Original." To the extent a Schedule is "chattel paper", a security or ownership interest may only be created therein by transferring the "Original" bearing Lessor's original signature. Without limiting any of the foregoing, Lessee will send Lessor, on request, any document bearing Lessee's original signature. Except as expressly set forth herein, this Lease may not be amended or modified except by a writing manually signed by the parties. Lessee shall pay Lessor's costs, fees and expenses incurred in connection with any amendment, waiver, release, cancellation or termination of this Lease or any related document, financing statement, title certificate or instrument, including but not limited to filing and recording fees. This Lease is binding on and inures to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder shall be deemed given when delivered personally, sent via facsimile (transmission confirmed) or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. If more than one Lessee is named herein, the obligations of each shall be joint and several. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a reports. Lessee warrants and agrees that the Equipment is leased and will be used for business purposes only, and not for personal, family or household purposes. Our institution complies with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your account application.

#

Equipment Schedule (Fair Market Value Purchase Option)

The "Lease":	
"Lessee"	
Contact:	Phone:
"Lessor"	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term Months	Rent Payment Period	Each Rent Payment plus applicable taxes except financed sales tax included in Total Cost	Advance Rent Payment(s) For Installments(s):	Interim Rent Daily Factor	Security Deposit	Total Cost

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (the "Equipment"):

MAXIMUM HOURS:

--	--

Each Rent Payment shall be payable in _____ the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the fair market value of the Equipment, as mutually determined by Lessor and Lessee, plus all sales and use taxes arising on the sale of the Equipment. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 60 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable 12-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
- If this Lease terminates or is cancelled prior to the end of the Initial Term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or Initial Term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee:

Lessor:

Re: [Schedule _____ to Master Lease _____] OR [Rental Agreement _____], dated as of ,
by and between _____ and Lessor _____

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the [Schedule to Master Lease] OR [Rental Agreement] described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of _____ (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____. If Lessee is a "Registered Organization" (as such term is defined in the UCC (as defined in Section 2 below)), such legal name is as stated on Lessee's applicable registered organization documents.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of [Section 14 (if under Master Lease)] OR [Section 19 (if Rental Agreement)] of the Lease.
6. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
7. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

8. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

Insurance Certificate Request

11100 Wayzata Blvd, Suite 801 Minnetonka, MN 55305

To	To Whom It May Concern	From	
Company		Fax	
Fax		Phone	
Phone		Email	
Subject	INSURANCE CERTIFICATE REQUEST	Date	

Message:

Our mutual customer, , is leasing equipment through . We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

1. INSURED:
2. COVERAGES: <ul style="list-style-type: none">• Liability Insurance – Minimum in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements.<ul style="list-style-type: none">➤ Policy Number➤ Policy Effective Date & Policy Expiration Date• Property Damage – Cost:<ul style="list-style-type: none">or ACV➤ Comprehensive & Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost)➤ Policy Number➤ Policy Effective Date & Policy Expiration Date
3. DESCRIPTION OF EQUIPMENT: <p>Or reference: "Leased Equipment on TCF Contract Number ", if the description is too long</p>
4. ,its successors and assigns needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to or fax to Thank you!

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS INFORMATION IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED AND YOU ARE DIRECTED TO DESTROY IT. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CONTACT US IMMEDIATELY BY TELEPHONE AT 800-442-7811.

LEASE AGREEMENT (EQUIPMENT RENTAL)

This "Lease": Lease Agreement Number	Dated
"Lessee"	
"Lessor"	

Number of Rental Payments	Rental Payments	Advances
		First:
		Last:
		Total:
EQUIPMENT LOCATION & DESCRIPTION:		MAXIMUM HOURS:

TERMS AND CONDITIONS --READ CAREFULLY BEFORE SIGNING

1. **RENTAL:** Lessor rents to Lessee and Lessee rents from Lessor the equipment, furniture, fixtures, machinery, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described above and in any schedule made a part hereof, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, "Equipment"), upon the terms and conditions set forth herein. The parties intend this Lease to be governed by Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may contact the Equipment supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies.
2. **PAYMENTS:** Other than as set forth in a rider hereto, rental payments are due monthly, beginning the date designated by Lessor and continuing on the same day of each month thereafter for the number of payments shown above. Lessor may change the payment by not more than 10% in the event of price changes, changed order, etc. Security deposit is refundable upon expiration of this Lease provided all terms and conditions of this Lease have been fulfilled. Security deposit and payments may be commingled and do not earn interest.
3. **EQUIPMENT ACCEPTANCE:** Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Upon Lessor's acceptance of this Lease, THIS LEASE SHALL BE NON-CANCELABLE, and Lessee's obligations hereunder shall not abate for any reason.
4. **DISCLAIMER OF WARRANTIES:** THE EQUIPMENT IS BEING RENTED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. No broker, equipment supplier, or other person (other than an employee of Lessor) is an agent of Lessor.
5. **GOVERNING LAW; VENUE OF LITIGATION:** THIS LEASE SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ## CS_FLD_FTXDOCSTATE## (EXCLUDING CONFLICTS LAWS); PROVIDED THAT A NY INTEREST AND FINANCE CHARGES HEREUNDER SHALL BE GOVERNED BY FEDERAL LAW AND, TO THE EXTENT APPLICABLE, THE SUBSTANTIVE LAWS OF THE STATE OF ##CS_FLD_FTXDOCSTATE_X2##. LESSEE HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF STATE AND FEDERAL COURTS IN ##CS_FLD_FTXDOCSTATE_X3## AND LESSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.
6. **SECURITY AGREEMENT:** In the event this Lease is determined to be governed by Article 9 of the UCC, Lessee hereby grants Lessor a security interest in all Equipment financed by or rented from Lessor, of any kind or nature whatsoever, wherever located, whether now owned or hereafter acquired, and all returns, repossession, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof, to secure all present and future obligations of Lessee to Lessor, of every type and description and howsoever evidenced. This Lease (i) shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee; and (ii) this Lease is made under Minn. Stat. Sec. 334.022.

7. **APPOINTMENT OF ATTORNEY IN FACT:** Lessee authorizes Lessor, its successors and assigns to cause this Lease, or any other document(s) showing the interest of Lessor, including but not limited to UCC financing statements, to be authenticated and filed or recorded. In addition, Lessee appoints Lessor, its successors and assigns, as Lessee's attorney-in-fact (1) to arrange for property damage coverage under a policy of insurance and to transmit Lessee's premium payments to the insurer on behalf of Lessee, (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of, and/or application of proceeds from any policy of insurance, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. Lessee authorizes Lessor to make non-substantive changes hereto, including but not limited to Lessee's legal name. These appointments and authorizations shall be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries.
8. **UNCONDITIONAL OBLIGATION:** Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee no longer can use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.
9. **USE:** Lessee agrees that the Equipment will be used for business purposes only and such use shall be in compliance with all applicable laws. Lessee shall maintain the Equipment in good repair and working order at Lessee's sole expense.
10. **TAXES:** Lessee agrees to pay all taxes, fees, and governmental charges related to this Lease, which during the term of this Lease or at any time thereafter may be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Lease.
11. **INDEMNITY:** To the extent permitted by law, Lessor is not responsible for any losses or injuries caused by the Equipment, and Lessee agrees to indemnify Lessor with respect to all claims for losses imposed on, incurred by, or asserted against Lessor, including attorneys' fees and expenses plus interest, where such claims in any way relate to the Equipment, whether or not caused in whole or in part by the negligence of Lessor. Further, Lessee shall, if requested by Lessor, defend Lessor against any claims for losses or injuries caused by the Equipment, including but not limited to any claim arising out of strict liability in tort. This provision shall survive the cancellation, termination or expiration of this Lease.
12. **INSURANCE:** Lessee shall keep the Equipment insured against loss for not less than its replacement cost or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and shall carry public liability insurance, both personal injury and property damage. Lessee shall name Lessor as an additional insured and as loss payee. If Lessee fails to procure insurance, Lessor may obtain same and pay the amount due thereon. Lessee shall reimburse Lessor upon demand and, if required by Lessor, shall pay interest on such sums due and owing at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. With respect to any policy obtained by Lessor, Lessor may charge a monthly administrative fee. Any insurance proceeds received with respect to the Equipment will be applied, at the option of Lessor, to repair, restore, or replace the Equipment, or to pay Lessor the remaining balance and any other amounts payable hereunder.
13. **LATE CHARGES:** If Lessee is delinquent in paying any sum due, Lessee shall pay a charge to offset collection expenses on such delinquent payment of \$25.00 or an amount of up to ten percent (10%) of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law. In addition, Lessor will impose a surcharge of up to \$30 or the maximum allowed under Minnesota law for any dishonored payment.
14. **DEFAULT:** Any of the following constitute default: (1) Lessee fails to pay any sum due Lessor; (2) Lessee fails to observe or perform any other term of this Lease; (3) Lessee encumbers or disposes of the Equipment without Lessor's written consent; (4) The filing by or against Lessee or any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business of going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection herewith proves to have been materially misleading; (7) Lessee is in default under any other contract or agreement with Lessor; (8) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor related to this Lease.
15. **REMEDIES:** Upon an occurrence of default, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing in the current fiscal year under this Lease or any schedule hereto, (2) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (3) Cancel or terminate this Lease or any other agreement between Lessee and Lessor; (4) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (5) Charge Lessee for any other amounts provided for in this Lease. In addition, Lessor may use any other remedies available to it under applicable law. These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of Lessor's other rights and remedies, Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If appropriate in the circumstances, remedies will include those available under Article 9 of the UCC.
16. **ASSIGNMENT:** Lessee may not sublet, lend, assign, or pledge this Lease, the Equipment, or any interest in either, or permit any lien or security interest thereon. Any and all of Lessor's interest and rights in the Equipment and under this Lease may be assigned, pledged, or otherwise disposed of, without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Lessee will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Any assignment of this Lease by Lessee, whether or not permitted by Lessor, shall not release Lessee from its obligations hereunder.
17. **RETURN OF EQUIPMENT:** At the end of the original term of this Lease, or if this Lease is terminated under Section 19, Lessee must return the Equipment at its own expense, to Lessor or to a third-party designated by Lessor, and as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowlings damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings;

All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular piece of Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Equipment for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the Equipment's "Anticipated Residual Value" as determined by Lessor's books as of the date of this Lease. Failure to do so will result in automatic conversion of this Lease to a month-to-month rental agreement on the same terms. Conversion to a month-to-month rental agreement shall not operate to waive any of Lessor's rights herein.

18. **REPRESENTATIONS AND WARRANTIES:** Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.
19. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under this Lease as of the effective date of such termination, Lessee may terminate this Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under this Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of the original term of this Lease as permitted under the terms of this Lease or as set forth herein or in any schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in this Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under this Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of this Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. To the extent permitted by applicable law, Lessee agrees that upon the termination of a Lease under this Section that it shall not enter into any lease, rental agreement or any other contract for the lease, use, possession or purchase of equipment similar to the Equipment of the terminated Lease for one (1) year after the Non-Appropriation Event for the terminated Lease.
20. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS:** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.
21. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY):** At the end of the original term of the Lease, Lessee shall remit to Lessor \$5.00 per hour on each piece of Equipment that has hourly use in excess of the maximum hours as indicated above. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The

hours of use of a particular item of Equipment shall be determined by the hour meter attached to said Equipment, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of such Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment. If this Lease terminates or is cancelled prior to the end of the original term of the Lease, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or original term of the Lease, as applicable.

22. **LESSEE WAIVERS:** To the extent permitted by law, Lessee waives all rights and remedies against Lessor provided by Article 2A or Article 9 of the UCC or other applicable law, including but not limited to any right which requires Lessor to sell, lease, or otherwise use any Equipment to reduce Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Any action against Lessor for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay, or failure to deliver the Equipment.
23. **GENERAL:** This Lease may be signed in any number of counterparts, including signatures transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement. This Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. This Lease represents the entire agreement between the parties, superseding all prior or contemporaneous negotiations, discussions, understandings, or agreements pertaining to the subject matter hereof. This Lease shall not be modified without Lessor's written consent. If any provision of this Lease is deemed unenforceable, then such provision shall be deemed deleted, and all other provisions of this Lease shall remain in full force and effect. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee agrees that Lessor may receive from and disclose to other persons, including credit reporting agencies, VGM and Associates and its affiliates, and respective equipment vendors and suppliers, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. Lessor complies with Sections 326 of the USA PATRIOT Act. This law mandates that Lessor verify certain information about Lessee while processing account applications. This Lease shall not be deemed terminated until Lessee has fulfilled all obligations herein. Time is of the essence for all purposes of this Lease.

ADDITIONAL TERMS AND CONDITIONS

Lessee acknowledges having read the terms and conditions printed above, and unconditionally agrees to same. Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment vendor/manufacturer.

THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee:

Lessor:

Re: [Schedule _____ to Master Lease _____] OR [Rental Agreement _____], dated as of, by and between _____ and Lessor _____

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the [Schedule to Master Lease] OR [Rental Agreement] described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of _____ (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is _____. If Lessee is a "Registered Organization" (as such term is defined in the UCC (as defined in Section 2 below)), such legal name is as stated on Lessee's applicable registered organization documents.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of [Section 14 (if under Master Lease)] OR [Section 19 (if Rental Agreement)] of the Lease.
6. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
7. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

8. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,



Insurance Authorization

PROPERTY COVERAGE

Insurance Agent

Company Name

Address

City, State, Zip

Phone Number

Fax Number

Email Address

GENERAL/PRODUCT LIABILITY

Insurance Agent

Company Name

Address

City, State, Zip

Phone Number

Fax Number

Email Address

This is to notify you that TCF Equipment Finance, Inc. ("Lessor") has financed certain goods to _____ (the "Customer") pursuant to a Lease between Lessor and Customer (the "Lease").

THE TERMS OF THE LEASE REQUIRE THAT:

1. TCF Equipment Finance, Inc. be named LOSS PAYEE under the PROPERTY DAMAGE provisions of the undersigned Customer's "all risk" extended coverage policy and the goods be insured for an amount no less than their replacement cost.
2. TCF Equipment Finance, Inc. be named as ADDITIONAL INSURED under the comprehensive GENERAL AND PRODUCT LIABILITY provisions, where applicable, with a minimum coverage requirement of no less than \$1,000,000.00.

Each policy shall provide for no less than thirty (30) days' prior written notice of cancellation or non-renewal to Lessor and that such policy shall not be invalidated as against Lessor for the violation of any term of the policy by Customer.

The undersigned Customer requests that insurance coverage described above be provided under the policy referenced above. **In addition, please issue endorsements adding TCF Equipment Finance, Inc., its successors and assigns, as additional insured and lender's loss payee on all such insurance policies.** Customer further requests that proof of coverage, with endorsements, be sent to:

TCF Equipment Finance, Inc. 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

Please Reference:

Customer:

Contract:

In addition, the undersigned Customer appoints and authorizes TCF Equipment Finance, Inc., its successors and assigns, as its attorney-in-fact (1) to procure further policies from insurer or to increase the level of coverage on existing policies with insurer in the event that Lessor and the undersigned Customer enter into agreements for the financing of additional goods in the future, and (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of and/or application of policy proceeds with respect to the Equipment or any other equipment now or hereafter financed with Lessor, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. This appointment and authorization are intended to be continuous.

The undersigned Customer agrees that Lessor or the insurer may accept a facsimile copy of this document bearing facsimile signatures, which shall be deemed an original for all purposes.

Lessee:

By: _____



Dated as of November 18, 2021
Lease Number SequenceNumber

Customer_Party_PartyName
CustomerAddressLine1 CustomerAddressLine2
CustomerCity, CustomerState Customer_Party_PostalCodeWithoutExtension

Dear Customer:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease – Purchase Agreement – Please have the Authorized Signor execute the documents and provide their title.
Certificate of Acceptance – At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.

Schedule of Payments – Please sign and provide the title of the signor.
- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the last signature line provided. The person who validates the signature should not sign the Lease Agreement. The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of Insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Copy of Vendor Invoices – Vendor should send invoices directly to PNC with "Ship To" and "Bill To" in Lessee's name.
- Sales Tax Exemption Certificate – Please return a copy with the documents.
- We require the original executed documents to be returned to:
PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044.

PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned by _____.

Thank you for choosing PNC Equipment Finance, LLC for your financing needs. We appreciate your business. If I can be of assistance, please contact me at _____ or _____.

Sincerely,

Commercial Transaction Coordinator

Lease-Purchase Agreement

Dated as of November 18, 2021

Lease Number: SequenceNumber

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME
Customer_Party_PartyName
CustomerAddressLine1 CustomerAddressLine2
CustomerCity, CustomerState Customer_Party_PostalCodeWithoutExtension
FEDERAL TAX ID
Customer_Party_UniqueIdentificationNumber

Equipment Description:

Quantity	Description	Serial No.
/Quantity	/AssetDescription	/SerialNumber

ActiveLeaseAssets/Item

Lease Term is for CustomerTermInMonths months, with Rent payments due in NumberOfPayments
LeaseFinanceDetail_PaymentFrequency plus applicable tax; each in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for \$1.00 (plus all sales and other applicable taxes).
16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs as provided herein, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carrier(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision

or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
23. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
24. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "Embargoed Property" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "Reportable Compliance Event" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or

(3) any Equipment becomes Embargoed Property; "Sanctioned Jurisdiction" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

Customer_Party_PartyName
("Lessee")

X
Authorized Signature

Print Name

Title:

Date
CustomerAddressLine1 CustomerAddressLine2CustomerCity,
CustomerState Customer_Party_PostalCodeWithoutExtension

PNC Equipment Finance, LLC
("Lessor")

X
Authorized Signature

Print Name

Title:

655 Business Center Drive
Horsham, PA 19044

CERTIFICATE OF ACCEPTANCE

Lease Number: SequenceNumber

In compliance with the terms, conditions and provisions of Lease Agreement # SequenceNumber ("Lease") by and between the undersigned Customer_Party_PartyName ("Lessee") and PNC Equipment Finance, LLC ("Lessor"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("Equipment") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;
2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("Acceptance Date"); and
3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

Customer_Party_PartyName
("Lessee")

X

Authorized Signature

Print Name

Title:

Date

CustomerAddressLine1 CustomerAddressLine2CustomerCity, CustomerState
Customer_Party_PostalCodeWithoutExtension

SCHEDULE OF PAYMENTS

Lease Number SequenceNumber

Attached to and made a part of that certain Lease-Purchase Agreement by and between PNC Equipment Finance, LLC, as Lessor, and Customer_Party_PartyName, as Lessee.

Rent payments are payable as follows:

Payment Number	Payment Date	Rent Payment
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

Customer_Party_PartyName ("Lessee")

X

Authorized Signature

Print Name

Title:

PNC Equipment Finance, LLC
("Lessor")

By: _____

Title _____

RESOLUTION AND CERTIFICATE OF INCUMBENCY

Lease Number SequenceNumber

Lessee: Customer_Party_PartyName

Amount: \$_____ (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

Name _____ Title _____

Name _____ Title _____

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Customer_Party_PartyName

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____



Lease # SequenceNumber

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: Customer_Party_CompanyName		Federal Tax ID Number: Customer_Party_UniqueIdentificationNumber	
Invoices should be directed to:		Attention:	
Address	City:	State:	Zip:

Preferred Method of Payment: (Please check)

<input type="checkbox"/> Monthly Invoice (Mail)		
Invoices should be directed to:		Attention:
Address	City:	
<input type="checkbox"/> Monthly Invoice (Email)		Email:
Billing Contact:		

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	Date
Email:	



November 18, 2021

Customer_Party_PartyName

CustomerAddressLine1CustomerAddressLine2

CustomerCity, CustomerState CustomerPostalCodeWithoutExtension

Attn: Customer_PartyContact_FullName

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Equipment Finance, LLC and Customer_Party_PartyName

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
.Quantity	.AssetDescription	.SerialNumber
ActiveLeaseAssets/Item		

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.
2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement.
3. For leases only, PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.
6. If vehicles, please include comprehensive and collision deductible on certificate.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee

Attn: Insurance Department

655 Business Center Drive, Suite 250

Horsham, PA 19044

When completed, the evidence of insurance should be emailed to: SMEDocs@leaserv.com



PNC
EQUIPMENT FINANCE

Automatic Payment Authorization

The undersigned hereby irrevocably authorizes and directs PNC EQUIPMENT FINANCE, LLC ("PNC EF") and PNC EF's parent company, PNC BANK, NATIONAL ASSOCIATION ("PNC Bank"), to initiate debit entries for payments on our lease and loan obligations with PNC EF to our Checking Account indicated below, at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. We acknowledge that the origination of ACH transactions to our account must comply with the provisions of U. S. law. The undersigned acknowledges and agrees that, to the extent there are insufficient funds in any such account to pay the required amounts when due, the undersigned shall immediately pay to PNC EF all sums remaining unpaid. This authorization supplements, and does not limit, PNC EF's rights under the undersigned's lease agreement or loan agreement and other documents evidencing or securing the obligations to PNC EF.

A. CUSTOMER INFORMATION:

Customer Name(s) GetPartyNameWithDBA	Customer Number PartyNumber
---	--------------------------------

B. DEPOSIT ACCOUNT INFORMATION:

<input type="checkbox"/> Checking	Account Number :
<input type="checkbox"/> Savings	Routing / ABA :

Name on Checking / Savings Account:

Bank Name:

Bank Address:

***Note: If not a PNC bank account, please return a copy of a voided check with this form.*

I WISH TO RECEIVE MONTHLY INVOICES FOR NOTIFICATION PURPOSES: YES NO

Each person signing below is authorized to make this request, and PNC EF and PNC Bank are entitled to rely conclusively on the above authorization until this authorization is terminated by PNC EF or the undersigned.

Customer: GetPartyNameWithDBA
(a(n) StateOfIncorporationLongName
BusinessTypeName)

Signature

X

Print Name

Title

Date



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 Thursday, 12 May 2022, the Purchasing Authority recommended an award of bid number 2022-123 Annual Auditing Services to PKF O'Connor Davies, LLP, Wethersfield, CT, to provide annual auditing services based on the requirements outlined in the RFP document.

At their Thursday, May 5th, 2022 meeting, the Board of Finance approved the award and the appointment of PKF O'Connor Davies, LLP for the fiscal year 2022 auditing services engagement.

PKF O'Connor Davies, LLP was selected to provide annual auditing services based on a combination of their qualifications, experience and their proposed fees for this engagement.

The award of this contract to PKF O'Connor Davies, LLP for the fiscal year 2022 auditing services engagement, 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


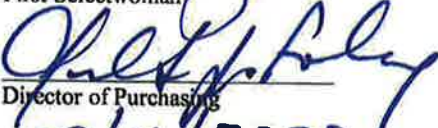
Fairfield, Connecticut 06824
Purchasing Department

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

RFP #2022-123 Annual Auditing Services

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

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
02/11/2022
Date

Date Submitted March 3, 2022.

Bidder:

PKF O'Connor Davies, LLP
Doing Business As (Trade Name)

100 Great Meadow Road, Suite 207
Address

Wethersfield, CT 06109
Town, State, Zip

Mr. Joseph Centofanti, Partner
(Mr./Ms.) Name and Title, Printed


Signature

860-419-3402 860-257-1875
Telephone Fax

jcentofanti@pkfod.com
E-mail

Sealed proposals 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:

2:00 pm, Thursday, 3rd March, 2022

To provide labor, materials and all else necessary for Annual Auditing Services for the Town of Fairfield on behalf of the Finance Department Office as detailed in the attached specifications.

NOTES:

1. Proposers 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 proposal shall be accepted from, or contracts awarded to, any person/company 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.
3. Proposals are to be submitted in a sealed envelope and clearly marked "**BID #2022-123**" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the Proposer to see that the proposal is received by the Fairfield Purchasing Department prior to the time and date noted above. Proposals are not to be submitted via email or fax.
5. Proposals are not to be submitted with plastic binders or covers, nor may the proposal contain any plastic inserts or pages.

**Proposal for Annual Auditing Services to:
Town of Fairfield, CT**

Bid # 2022-123

For the Years Ending June 30, 2022
through June 30, 2026

Date: March 3, 2022

Submitted by:

Joseph Centofanti, CPA, CFE, FCPA, CFF, CGFM
Partner
860-419-3402
jcentofanti@pkfod.com

PKF O'Connor Davies, LLP

100 Great Meadow Road
Wethersfield, CT 06109



**KNOW
GREATER
VALUE**

March 3, 2022

Selection Committee
Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

PKF O'Connor Davies, LLP is pleased present this proposal to provide audit services for the Town of Fairfield, CT ("Town"). We have an understanding of the work to be performed based on our review of the request for proposal and our general knowledge of the requirements of the industry. We commit to performing the work within the time period noted in the request for proposal. We agree to the scope of services and will comply with all of the Town's requirements.

Our extensive credentials and experience providing accounting, auditing, advisory and forensic services to governmental entities for more than 60 years equips our specialists to navigate the regulatory requirements and industry pressures facing the Town today. Combining deep industry knowledge, not just from Connecticut, but from other states and the federal government where we have experience, and cross-functional insights and expertise by teaming with a number of other industry specialists in our firm, such as pension, actuarial and risk assessment specialists, we are ideally qualified to assist with all aspects of the Town's financial and management needs.

We are confident that our specific experience in auditing and advising Connecticut and its governmental entities for over 30 years, and the performance of Federal and Connecticut single audits, depth of resources and high level of partner involvement will provide valuable benefits to you.

While other accounting firms propose similar services, PKF O'Connor Davies believes that no other firm matches our level of service. We are the 27th largest firm in the country with a professional staff of over 1,200 including over 135 partners in 16 offices. We audit approximately 200 governmental clients in Connecticut, New York and New Jersey each year led by 11 full time partners specializing in governmental accounting and auditing and a trained full-time professional staff. This engagement would be staffed out of our Wethersfield office. The exceptional quality of our comprehensive professional services, proactive and responsive communications is integral to our success in the governmental arena.

Strong communication and coordination is important to us. We recognize that good communication and coordination are vital for a strong relationship, and we will go to extra lengths to ensure we are exceeding your expectations. Our ability to bring resources responsive to your needs is directly related to how well we listen.

Our team commits to continuous and open communication with you so that we can quickly identify and resolve any matters as they arise. Continuous communication means:

- Always being accessible (year round),
- Responding quickly to your phone calls and emails,
- Providing accurate and thorough answers to your questions in a timely manner,
- Providing the right resources for your specific issues,
- No surprises in findings or billings, and
- Planning through proactive discussion of emerging issues

We look forward to speaking with you and having the opportunity to answer any questions about our proposal or any other matter of concern. Please do not hesitate to contact us directly at 860-419-3402 or jcentofanti@pkfod.com.

Sincerely,



Joseph Centofanti, CPA, CFE, FCPA, CFF, CGFM
Partner

Table of Contents

1. General Requirements	1
2. Independence	3
3. License to Practice in Connecticut	3
4. Audit Approach	4
5. Firm Qualifications and Experience	12
6. Partner, Supervisory, Staff Qualifications and Experience	17
7. Prior Engagements with the Town of Fairfield	21
8. Similar Engagement with Other Government Entities	22
9. Identification of Anticipated Potential Audit Problems	24
10. Annual Comprehensive Financial Reports	24
Appendix A: Our Team	25
Appendix B: Peer Review	29

1. General Requirements

This proposal covers the following services of the Town of Fairfield ("Town") for the fiscal years ending June 30, 2022 through June 30, 2026.

Audit

We will perform the audit for the Town in accordance with generally accepted auditing standards, Government Auditing Standards, Uniform Guidance requirements and in conjunction and conformity with sections 4-230 through 4-236 of the Connecticut General Statutes (the State Single Audit Act).

It will include tests of accounting records and other procedures we consider necessary to express an opinion that the financial statements are fairly presented in all material respects.

The audit shall include examination, on a test basis, of evidence supporting the amounts and disclosures in the financial statements. The audit shall also include evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluation of the overall presentation of the financial statements.

The audit shall include assessment of internal controls, sufficient to assess the risks of material misstatement of financial statements, and to design the nature, timing and extent of further audit procedures. Tests of such controls shall be performed to test their effectiveness relevant to preventing and detecting errors.

At the completion of the audit we will issue the following reports, as required by generally accepted auditing standards, Government Auditing standards, Uniform Guidance, and the Connecticut General Statutes, including but not limited to the following:

- Annual Comprehensive Financial Report (hard copy and searchable pdf)
- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- A report on compliance and on internal control over financial reporting based on an audit performed in accordance with Government Auditing Standards.
- A report on compliance for each major federal program, internal control over compliance and on the Schedule of Expenditures of Federal Awards.
- A report on compliance for each major state program, internal control over compliance and on the Schedule of Expenditures of State Financial Assistance.
- Municipal Audit Questionnaire for Submission to the State Office of Policy and Management
- Federal Data Collection form
- Recommendations to Management (if applicable)
- EFS and related forms report for the Board of Education

The compliance report will include an opinion on compliance with specific requirements applicable to major federal and state financial assistance programs, a report on compliance with general requirements applicable to major and non-major federal and state financial assistance programs, and a report on compliance with laws and regulations applicable to non-major federal and state financial assistance program transactions tested.

We will communicate in a letter to the Board of Finance any reportable conditions or material weaknesses found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

We will immediately communicate in a written report, all irregularities and illegal acts or indications of illegal acts of which we become aware to the Chief Fiscal Officer, Chief Fiscal Officer and Business Services, Controller, First Selectman, and Chairman of the Board of Finance, in addition to any notice to grantors required by single audit legislation.

The Board of Finance will be informed of each of the following:

- The auditors' responsibility under generally accepted auditing standards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

Special Considerations

- We will assist you in preparing the Annual Comprehensive Financial Report.
- We will separately issue the Federal and State Single Audit reports.
- We will provide the Chief Fiscal Officer a draft of the report and all audit adjustments prior to issuance of the final report.
- We will provide the Town with information and analysis of the impact of any new GASB Statements, Federal or State regulation on the Town, including proforma statement presentations footnote disclosures or workpapers as appropriate. This will include any publication or seminars on these types of topics.
- We will be available year-round to respond to questions or provide other technical assistance to the Town as necessary, without any additional fee. These may include advising on implementation of new governmental accounting pronouncements and internal control procedure improvements. This includes the implementation of GASB 87 – Lease Accounting.

- We understand that our audit opinion will be included in the Town's official statement and we will provide the Town with any necessary consent and citation of expertise and any comfort letters.
- We commit to the timeline as noted in the request for proposal.

Work Papers

All working papers and reports will be retained by the Firm for a minimum of 7 years. Working papers will be made available, as required, in accordance with regulatory requirements and professional standards to the following:

- Town of Fairfield
- State of Connecticut
- Federal Single Audit Cognizant Agency
- U.S. General Accounting Office
- Parties designated by the State or Federal government or the Town of Fairfield as part of an audit quality review process
- Auditors of entities of which the Town is a sub-recipient of grant funds
- Successor auditors

2. Independence

The Firm is independent of the Town as defined by Generally Accepted Auditing Standards and the U.S. Comptroller General's Government Auditing Standards.

We have assessed our current and potential future relationship with the Town or any of its agencies for the past five (5) years. This includes assessing our Firm's relationship as well as assessing each of our Firm members' relationship with the Town.

We have served as auditor for the Town for the past five years. Please see **Section 7 – Prior Engagements with the Town of Fairfield** for a description of additional services performed. None of these services constitute a conflict of interest relative to performing the proposed audit.

In addition, we will give the Town written notice of any professional relationships entered into during the period of this agreement which might affect our actual or perceived independence.

3. License to Practice in Connecticut

The Firm is licensed with the State of Connecticut's Board of Accountancy to practice accounting, including auditing, in the State of Connecticut. PKF O'Connor Davies LLP's Firm permit number is 4920. All assigned key professional staff are properly qualified to practice in Connecticut.

4. Audit Approach

1. Proposed Approach

The primary purpose of our audit is to express an opinion on the basic financial statements taken as a whole. The audit is subject to the inherent risk that errors or irregularities may occur and not be detected. Our audit approach, in general, would typically be divided into the following segments: planning and interim fieldwork (including risk assessment), year-end fieldwork and reporting.

Engagement Phase	Audit Procedures
Planning and Interim Fieldwork	<ul style="list-style-type: none"> Pre-audit meeting with the Chief Fiscal Officer and Board of Finance (if desired) Submission of written audit plan and schedule for audit and list of client assistance schedules Conduct client planning meeting to gain an in-depth understanding of the organization Conduct pre-communication with those charged with governance Perform planning procedures including analytical reviews Initial review of grants for Single Audit testing Perform detailed transaction and Single Audit testing
Risk Assessment	<ul style="list-style-type: none"> Perform assessment for each audit area, including federal and state single audits Develop specific procedures by area based on assessment of controls and auditing procedures Develop sampling plans for testing
Year-End Fieldwork	<ul style="list-style-type: none"> Review and understand internally generated reports, supporting schedules, and reconciliations, etc. Gather evidential matter Perform substantive testing based on developed audit programs Make additional inquiries based on results of substantive testing Perform final analytics and determine final materiality
Reporting	<ul style="list-style-type: none"> Submission and review draft financial statement report, management recommendation letter and required communication letters with those charged with governance Issue final report and recommendations by December 15th Communicate and/or meet with the Board of Finance (if desired)

Planning and Interim Fieldwork

As detailed in the table above, our work plan and timing would begin with preliminary procedures in May. This includes completing our planning procedures, including risk assessment, detailed transaction testing, updating of internal controls and federal and state single audit testing.

Year-End Fieldwork

Once the Town has completed the majority of the close process and has finalized trial balances and related footnote information, we will begin the final fieldwork phase. This includes our audit procedures on the balance sheet accounts and the government wide financials statements. We also obtain and audit the footnote disclosures. At this time, we also complete the single audit testing and draft the report.

Reporting

In this phase, we complete the final audit procedures on the financial statements and footnotes. The draft financial statements are then completed, disclosure checklists are completed, the report and workpapers sent through the quality review and proofing process. A completed draft is sent to management for review. The final report will be presented to the Board of Finance (if desired).

2. Proposed Audit Segmentation and Timing of the Audit

The audit time is projected to be staffed with a partner, manager, in charge and one or two staff as follows:

Engagement Phase	Timing	Hours
Planning and Interim Fieldwork	June – July	192
Year-End Fieldwork	September – October	400
Reporting	November – December	150

Develop a Tailored Audit Program

Based upon our review of the current year's operations as well as the internal controls, we will tailor our audit program for the Town to obtain maximum audit efficiency. Specific procedures will be designed both from a compliance and substantive test point of view and will assist in determining the nature, timing and extent of our substantive tests.

Critical Audit Areas

Critical audit areas may relate to either financial statement amounts or financial statement disclosures. Factors that are used to determine critical audit areas include:

- Areas involving a high degree of judgment
- Areas requiring specialized skills
- Complex accounting applications
- Materiality

3. Audit and Other Software

PKF O'Connor Davies, LLP invests heavily into automation tools and technology to enable our professionals to be as efficient and effective as possible. Our focus on cutting edge workplace technology is a differentiator that delivers cost savings to our clients, streamlines work processes, enhances our ability to be responsive to client needs, and provides the ability to back up all work papers and permanent files.

- **CCH Engagement** is engagement document management software that essentially serves as an electronic binder to keep our documents for each active project well-organized. Using Engagement, our engagement teams can easily collaborate with team members and rapidly access documents for clients. It also contains a trial balance component that is used where efficient as part of developing the financial statements.
- We also employ a proprietary report document that develops the government wide and fund financial statements, related reconciliations and the MD&A analysis.

Remote Auditing

The COVID-19 pandemic has presented new challenges to both auditors and clients in the performance of audits on a remote basis. During this unprecedented time, PKF O'Connor Davies continues to provide outstanding service to our clients. In fact, our robust information systems technology has equipped our engagement teams to conduct audit engagements remotely and effectively. To this end, our ability to conduct remote audits is dependent upon each client's ability to transfer data and information electronically.

Technology supporting our remote work capabilities includes the following:

- **Virtual Private Network (VPN):** Engagement teams use VPN software to connect to our servers (hosted and cloud-based) as seamlessly as if they were working in the office, although none of the firm's software requires engagement team members to be in the office to access its full capabilities.
- **Client Portals:** Enable clients to upload business related documents safely and securely to share with the engagement team.
- **Microsoft Teams™ and/or Zoom™ Conferencing:** These software applications enable our engagement teams and clients to collaborate, meet "face-to-face" and proactively address any issues as they arise.
- **Digital Workpapers:** We operate in a paperless workpaper environment that allows engagement team members to generate workpapers and store data to support the audit engagement. Partners and managers can view and review the engagement as it progresses; based on their review, they can generate action items for team members to complete so that each engagement progresses smoothly.

- **Research Capabilities:** Each engagement team has access to cloud-based research tools that enable it to explore accounting and auditing-related issues as they arise.
- **Hardware:** In addition to laptops, engagement team members have portable printers, scanners and dual monitors that enable them to work remotely and efficiently.
- **Telephone and E-mail:** These forms of communication continue to be available to speed communication, interaction and collaboration.

4. Use of Analytical Procedures

During the planning stage of your audit, your engagement team will determine the nature, timing, and extent of the procedures for your audit. Generally, we utilize analytical procedures in the preliminary and final stages of the audit. We expect that some of your accounts will be analytically audited; the need for analysis will be based upon materiality levels.

5. Approach to Understand and Document the Internal Controls

The initial phase of the audit is the planning phase. Generally, the desired protection from loss through irregularities lies in an effective system of internal control, and therefore, our objective will be to evaluate the effectiveness of the internal control systems and submit recommendations for improvement. This review will also provide the basis for developing our program for the audit of the Town's financial statements.

Control systems, both automated and manual, are unique to each entity since they are developed by different individuals for different management related purposes. Consequently, procedures for the review of internal control cannot be standardized, but must be tailored for each entity. For this reason, our approach to the study and evaluation includes two stages - a preliminary review and an application analysis.

- In the preliminary review stage, we obtain an initial familiarization with the overall organization and with the accounting information system and from here we prepare our audit plan.
- In the application stage, we determine by analysis and inquiry the controls that have been established. We then "walk" selected transactions through the system to confirm that it is functioning as described. At this point, we document the system through the use of organization charts, flow charts and narrative descriptions.

Our next step is to make a tentative evaluation of the effectiveness of the systems of internal control to determine the degree of reliance which may be placed upon the systems. The final phase is to test the systems for the purpose of confirming, modifying or rejecting our initial evaluation. Our tests generally consist of items selected both judgmentally and statistically and encompass all major operations and funds. Our experience in the government field enables us to focus on specific areas so that we can perform a cost-effective audit.

6. Ability to Provide Suggestions for Improvements to Controls and Procedures

Upon completion of our review of internal controls, we prepare documents and recommendations indicating weaknesses or desired procedural changes which we then submit in the form of a separate management letter to the Board of Finance or other governing body. In addition to our review of the Town's controls, our significant experience with other governmental entities allows us to provide recommendations on controls and procedures based on circumstances we have encountered in other governments.

7. Approach to Determine Laws, Rules and Regulations for Testing

The Town, like many municipalities, is subject to various laws, rules and regulations promulgated at the National, State and local levels. As part of the audit process, we are charged with determining that these various requirements are being followed. Accordingly, our audit approach will include tests of locally generated laws and regulations (budgetary authorizations, investment policies) as well as those required by the State (statutes, Single Audit) and Federal (Uniform Grant Guidance compliance) governments. We will also ensure that the Town is in compliance with all applicable Governmental Accounting Standards Board pronouncements and that the financial statements are prepared in accordance with Generally Accepted Accounting Principles.

8. Approach to be Taken in Drawing Audit Samples

Our approach in drawing an audit sample depends on the purpose of the sample. If we are trying to test a balance to determine if it is materially misstated we might first stratify the sample to draw out the largest items, and thus the largest percentage of the total, and test 100% of them. We would then test the balance of the items through sampling.

If we are conducting tests of the internal control procedures, we would want every item, no matter the size, to have an equal chance of being selected. In this case we would make sure that all items are included before taking a random sample.

Whenever possible and practical our random audit samples are drawn using our ActiveData software that allows us to extract detailed information from your downloaded files.

Statistical Sampling and Sample Sizes

The extent of statistical sampling will be decided during the planning stages of our audit. Prerequisite to our final determination of audit sampling parameters is a review of your books and records of the prior auditor's work papers and of other information gathered. Our audit approach does not typically use statistical sampling as part of our audit testing; we generally use a nonstatistical audit sampling approach. AU 350 and AU-C 530 indicate that the two possible approaches to audit sampling are nonstatistical and statistical. Both of these approaches are capable of producing appropriate audit evidence, if properly applied.

The size of an audit sample is dependent upon the size and characteristics of the population being tested, the combined risk of material misstatement and detection risk assigned to other substantive procedures.

9. Anticipated Potential Audit Problems

We do not anticipate any audit problems at this time. It is our experience that most problems can be averted by good engagement planning and constant communication between the audit engagement team and client staff and leadership. We establish early in our relationship with our clients a two-way communication path which provides all parties the opportunity to discuss potential problems when they first become apparent. This “early warning” approach significantly reduces the risk that a small “issue” will turn into a larger “problem.”

10. Technical Review of Audit Reports

PKF O’Conner Davies’ Quality Control policies and procedures require that municipal audit engagement reports and workpapers be reviewed by another municipal audit partner that is independent of the audit engagement personnel. Reports are reviewed by personnel located in Connecticut and other offices as the workflow necessitates.

11. Approach to Information Technology Security and Systems Audit

PKF O’Connor Davies has a dedicated IT audit staff. The staff consists of employees, all of whom are experts in the field of IT auditing and devote 100 percent of their time to SOC 1 (“Reports on the Processing of Transactions by Service Organizations”), providing IT Audit Support and cybersecurity services, compliance attestations, internal control assessments, and other non-attestation IT control work related to financial audits.

The IT Audit department functions as part of the engagement team in reviewing and evaluating the IT controls of the Town, when necessary.

The evaluation and review consists of interviews, reviews of policies and procedures the network diagram, understanding the current network structure including any third party access, and other security related areas.

The result of the evaluation will be information for the audit team required to properly plan our audit procedures and recommendations to the Town regarding and internal control weaknesses or areas where the Town could upgrade their policies and procedures to best practices.

We also have significant expertise in providing cybersecurity consulting services and would be happy to discuss with how we can help in this area as a separate engagement.

12. Service Delivery Plan

Communication in each phase of the audit is an important part of our service delivery.

Engagement Phase	Description
Planning and Interim Fieldwork	<ul style="list-style-type: none"> Pre-audit meeting with Board of Finance(if requested) and Chief Fiscal Officer Schedule preliminary fieldwork dates Planning meeting with management
Year-End Fieldwork	<ul style="list-style-type: none"> Provide request list and update throughout fieldwork Schedule year-end fieldwork dates based upon receipt of financial statement schedules and final trial balances Partner/manager involvement is consistent throughout the engagement process
Reporting	<ul style="list-style-type: none"> Review of draft of financial statement report and draft recommendation letter with management Provide audit adjustments to the Chief Fiscal Officer Issue the financial statement report, single audit report, and other communications Meet with the Board of Finance upon request to review the reports issued
Year Round	<ul style="list-style-type: none"> Technical questions Resource for new GASB statements impact Resource for operational questions/issues Resource for internal control related matters Other items

Proactive Planning and Audit Service Delivery Plan

Planning is critical to ensure a smooth and efficient audit. During this stage, your engagement team will determine the nature, timing, and extent of the procedures for your audit. The engagement partner will be active in the planning process. By identifying most potential problems before the audit, we are able to preemptively resolve issues that might otherwise impede the engagement. At PKF O'Connor Davies, we emphasize planning in order to ensure an audit engagement with a minimal level of disruption to the staff of the Town.

- The Town will benefit from the depth of knowledge and experience of our professionals
- A well-planned, well-controlled audit that employs communication and cooperation with your staff to produce a high-quality, efficient product
- Periodic meetings to proactively inform and engage your management team
- A process in which our partners, managers, and staff will be involved year-round, actively seeking and communicating ways to help enhance the management of operations and resolve issues as they arise

This approach will allow us to deliver timely audit reports and minimize delays. We believe that, in addition to the highest quality final product, nothing is more important than its timely delivery.

Ongoing Client Communication

We are dedicated to avoiding last minute “surprises” through a mindful, experience-driven engagement management approach; hence, we believe in frequent, open communication with our clients. The engagement partner, Joseph Centofanti and other key team members will conduct meetings with management throughout the entire audit engagement process to review the status of the engagement. We encourage inquiries from the Town throughout the engagement. We also encourage the same frequent and open communication with the Town’s Board of Finance. We welcome the chance to meet and discuss all aspects of our work at the Town and find that this open dialogue enhances our working relationship with the Town.

In addition to audit related communications, we are committed to keeping our clients informed and up-to-date on

- New standards that are issued
- Changes to Federal and State single audit regulations
- Current Industry Issues
- Cutting edge best practices

We are able to do this through attending a substantial number of trainings relating to governmental accounting and auditing including national, New England, and Connecticut GFOA meetings and conferences and the annual AICPA and CTCPA conferences. Additionally, Joseph Centofanti is a member of his Town’s Board of Finance and has the Town’s perspective on changes in laws and regulations, new grants, and budget issues as they occur.

5. Firm Qualifications and Experience

Organization and Size of Firm

PKF O'Connor Davies, LLP ("PKF O'Connor Davies") is a full service Certified Public Accounting and consulting firm that has a long history of serving clients both domestically and internationally and providing specialized professional services of the highest quality. Our firm is comprised of more than 1,200 professionals, including over 135 partners and 16 offices located throughout Connecticut, New York, New Jersey, Rhode Island, Massachusetts, Maryland and Florida.

The Town's audit will be staffed from the Wethersfield office with approximately two or three staff working in addition to the partner and manager. All staff are planned to be full-time employees.

While many public accounting firms venture into the governmental accounting arena, only a few possess a thorough knowledge of its complexities and only one has a concentration of technical resources which is unequaled in the Tri-State region. This technical knowledge of governmental accounting is not restricted to the partners, but pervades all levels of the Firm. The dissemination of this knowledge enhances the efficiency and effectiveness of the audit process.

The partners and professionals of PKF O'Connor Davies are experienced in a full range of services including financial audits, establishment of internal controls, tax compliance and planning, consolidated fiscal reports, internal control reviews, organizational and operational studies, merger and acquisition strategies, due diligence, investment performance evaluations, inventory cost accounting, profit enhancement studies, fraud and forensic accounting, pension plan compliance, portfolio best practices consulting, arrangement of financing, business valuations, business plan development, and information technology audits.

We have built strong relationships with our clients by being proactive, thorough and efficient. Partners take a hands-on role in the day-to-day management of engagements, ensuring a high degree of client service and cost effectiveness. The Firm's seasoned professional staff members apply a team approach to all engagements to provide its clients with the highest quality and most timely services available. The continuity of staffing and attention to client engagements makes the Firm stand out among its competitors.

Governmental Expertise

PKF O'Connor Davies provides accounting and consulting services to governmental entities at the local, state and federal levels through our Government Services Division. In addition, we serve a number of entities that receive federal, state and local contracts and grants, or that participate in cooperative agreements. Such clients include cities, towns, school districts, specialty districts, hospitals, higher educational institutions, state agencies and public authorities. A listing of our current government clients is included in the Similar Engagements section of this proposal. We believe that our many years of service to this list of clients demonstrates our capacity to understand and fulfill your requirements.

We have in excess of 65 full-time professionals in our Governmental Services Division who are involved with and dedicated to government audits on a year round basis. The Governmental Services Division is led by 11 full-time government partners and principals. Over the years, we have had extensive involvement with Connecticut public sector organizations on emerging issues. We have often been requested to provide our views on planned pronouncements.

Today's complex business environment necessitates specialization. The accounting and other professions are not immune. Accounting firms have always been organized by such disciplines as audit, tax and management advisory services. The current environment has resulted in the establishment of sub-specialty areas. Governmental accounting and auditing is clearly a specialty area. Its uniqueness is exemplified through the establishment and separate governing body, the Governmental Accounting Standards Board ("GASB").

Single Audit and Uniform Grant Guidance Expertise

Ensuring compliance with Single Audit requirements applicable to the Town will be a part of our audit. We pride ourselves on our experience performing Single Audits as well as our efficiency in completing these audits in a manner that exceeds our clients' expectations.

The Firm has been performing Single Audits since their inception, and annually performs more than 250 of these types of audits. Our partners and staff have extensive knowledge of the requirements to perform these audits thoroughly and efficiently. PKF O'Connor Davies is a member of the Governmental Audit Quality Center, which provides the most current news and changes in auditing and reporting requirements for Yellow Book and Single Audits.

Our audit strategy is to perform a comprehensive audit that combines the standard financial audit simultaneously with the Federal and State Single Audits. All members of our proposed engagement team have extensive Single Audit experience.

The Singular Focus Only Specialists Can Deliver

Proactive, thorough and efficient— these are the qualities that equip our government services professionals to forge productive, long-lasting relationships with clients.

Our specialists deliver attentive, responsive service to government officials and managers on a continuous basis. As a result, our clients rely on us for exceptional and cost-effective service.

Each of our specialists participates in extensive, ongoing municipal finance training in order to stay abreast of the latest issues and trends. Many are actively involved in various national and local professional organizations as well as numerous government and accounting organizations, including:

- GFOA - Government Finance Officers Association:
 - National, Connecticut, New York, New Jersey and Canada Chapters
- ASBO - Association of School Business Officials
- AICPA - American Institute of Certified Public Accountants
- CTCPA - Connecticut State Society of Certified Public Accountants
- NYSSCPA - New York State Society of Certified Public Accountants
- NJCPA - New Jersey Society of Certified Public Accountants

Trusted by a Diverse Constituency

Our client base extends throughout the state and surrounding states and includes:

- Towns
- Cities
- State Agencies
- Components of the State
- Public Authorities
- School Districts
- Specialty Districts
- Hospitals and Nursing Homes
- Educational Institutions

In-Depth Industry Expertise

Our partners and specialist professionals possess significant experience in serving the public sector, which equips them to tailor services to address specific concerns and objectives, including:

Audit

- Audits of governmental entities
- Federal and State Single Audits
- Operational Audits
- Forensic auditing
- Internal auditing
- GASB standards implementation guidance

Advisory Services

- Internal control evaluation and design, including financial and operational controls
- Development of policies and procedures
- Business process improvement
- Strategic and operational assessments
- Data analytics, including cost savings
- Performance management studies
- Risk management and reporting
- Fraud risk assessment
- Fraud investigations
- Forensic accounting
- Litigation consulting
- Chart of accounts development
- Capital asset review and software conversion
- Bookkeeping services (non audit clients)
- Annual Comprehensive Financial Reports preparation and review
- Audit preparation services
- Federal and State regulation interpretation
- Government finance training seminars
- Agreed upon procedures
- Indirect cost rate calculations and cost allocation plans

Information Technology Consulting

- IT application feasibility studies
- Systems and software design and implementation

The Wethersfield office can provide all of the above audit and advisory services.

What to Expect from PKF O'Connor Davies

We understand that competing accounting firms may promise similar approaches. However, we believe that no other firm can match PKF O'Connor Davies' experience, energy and enthusiasm for consistently providing the same level of high-quality service to the Town. The quality of our professional services is the reason for our success in the state.

- ✓ **Focus** – You will benefit from a team that has served a broad base of state and local government clients – throughout Connecticut and in surrounding states – and can focus on your particular business issues.
- ✓ **Proactive Communication** – Our strategy of year-round communication and accessibility will ensure that any other service issues are identified early and addressed promptly, ensuring timely completion of all engagement deliverables. In addition, we host industry events on a regular basis for both our clients and other industry executives.
- ✓ **Industry Commitment** – We support our clients and professionals with training and communications as well as thought leadership for on:
 - Risk Management
 - Controls
 - Technology
 - Compliance
- ✓ **Expertise Assisting Clients in an Increasingly Complex Regulatory Climate** – At PKF O'Connor Davies, our senior professionals are recognized in the accounting and financial management fields for their proficiency and detailed knowledge of state and federal regulations. Our specialists often conduct seminars and serve on conference panels covering regulatory subjects for professionals from other accounting firms and institutions. These same specialists have regular contact with various government agencies and they have significant knowledge of the application of relevant requirements.
- ✓ **Communicating with Our Clients** – Our Firm produces a number of publications to assist clients in staying abreast of accounting and regulatory topics and other current issues of interest. Please see the [“Insights”](#) section of our website for a listing of recent publications. Sign up to receive monthly newsletters by visiting the [Newsletter Subscribe](#) page on our website www.pkfod.com.

What Sets PKF O'Connor Davies Apart

- ✓ **Greater Service Value** – On the previous pages, we provide a description of our Qualifications for this specific engagement. You will also find a listing of the full complement of Assurance, Accounting, Audit, Tax and Business Advisory services we offer. Our expertise is profound, diverse and deep and our clients are the beneficiaries of an outstanding breadth of support.
- ✓ **Greater Business Value** – But there's more. At PKF O'Connor Davies, we know it's not only *what* we provide that defines us, it's *how* we provide it and *who* delivers it that make all the difference. Our services are delivered by seasoned specialists working side-by-side with clients to deliver insights and solve challenges in real time. Our professionals communicate and collaborate with each other and our clients more often.

Peer Review and Inspections

Annual Inspection

Our Quality Control Department randomly selects one representative client assignment from each partner's client list and examines all the documentation, work papers and reports associated with it. The detailed written findings are discussed with the respective partner. Our last office inspection was conducted in 2021 for 2020 reports. No material weaknesses were uncovered.

Triennial Peer Review

As a member of the AICPA Center for Audit Quality, the Firm has undergone triennial AICPA Quality Control Reviews covering audits, reviews and compilations conducted by all our offices for many years, which specifically include audits of government entities. It has passed all such reviews with unqualified reports. Our most recent review was conducted in June 2020 for the period ended December 31, 2019. The Firm's peer review report is available on the AICPA website (www.aicpa.org) and is attached to this proposal as **Appendix B**.

Triennial PCAOB Inspection

The Firm is a registered public accounting firm with the Public Company Accounting Oversight Board (PCAOB) which requires that our SEC practice be reviewed triennially. The last inspection was conducted in 2016. Reports from the PCAOB on their inspections can be found on the PCAOB website (www.pcaobus.org).

Regulatory Reviews

We have not had any regulatory reviews or disciplinary action taken or pending against the firm in the past three years.

6. Partner, Supervisory, Staff Qualifications and Experience

We have selected an experienced group of individuals to serve you. We are confident that their collective expertise will be extremely valuable in satisfying your requirements. They are technical experts, trusted advisors, industry leaders and business strategists.

Member	CT CPA License	Role	Responsibility
Joseph Centofanti	Yes	Engagement Partner	Joe will serve as the engagement partner for the Town and will assume overall responsibility for ensuring the completion of all audit services. He will coordinate the efforts of all PKF O'Connor Davies, LLP professionals participating on this assignment and ensure that our services are delivered in an integrated, cost-effective, and timely manner.
Katherine Patnaude	Yes	Senior Manager	Katherine will be responsible for coordinating the efforts of our staff throughout fieldwork and managing on-site audit procedures. She will be available to answer your questions.
Thomas DeMayo	N/A	Principal	Tom will be responsible for the review and updating of documentation of IT general controls to assist with the evaluation of the control environment and audit planning. He will also be available to provide other IT support as necessary.

The audit will be staffed from the Wethersfield, Connecticut office and the team will include the incharge auditor and two staff in addition to the partner and manager.

All members of the engagement team have experience in both Federal and State single audits as well as the GFOA certificate program requirements.

Per Firm policy and licensing requirement, all staff assigned to municipal audits have the CPE required by the State of Connecticut and the GAO Yellow Book. All staff have specific training related to governmental accounting and auditing.

On the pages of **Appendix A**, you will find descriptions of the expertise and career backgrounds of the members of your engagement team, including the specific experiences and capabilities that qualify each to serve you. Your engagement team will be available to you for consultation throughout the year.

Quality of Firm Management and Staff

Our team approach has equipped us to build strong relationships with our clients by being proactive, thorough and efficient.

- Partners are involved in the day-to-day management of engagements, ensuring a high degree of client service and cost effectiveness.
- The continuity of staffing and attention to detail in all client engagements makes PKF O'Connor Davies stand out among its peer firms.
- We do not anticipate using any contracted support staff in providing the requested services.

Staff Continuity

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons, with the express prior written permission of the Town. However, in either case, the Town retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

Equal Employment Opportunity, Affirmative Action, Diversity and Inclusion

At PKF O'Connor Davies, our top priority is to deliver the highest levels of knowledge, experience, insight and service to our clients. To achieve this requires a talented and cohesive workforce – along with a diverse and inclusive work culture. Together, these dynamic forces drive innovation, develop leaders, promote forward-thinking and equip us to meet every client challenge successfully.

Our exceptionally strong Equal Opportunity Employer (EEO) policy is embraced and promoted by our senior leadership. To ensure access to a diverse candidate pool, we recruit and hire through campus and professional associations, job boards, diversity recruiters and associations such as:

- National Association of Black Accountants (NABA)
- ASCEND Pan-Asian Leaders
- Association of Latino Professionals for America (ALPFA)
- Association of Filipino American Accountants (AFAA)

On an ongoing basis, our internal Diversity, Equity and Inclusion Council defines relevant goals, establishes the framework for achieving them, educates our employees and provides tools for implementation.

In addition, effective January 1, 2022, our new Diversity, Equity and Inclusion Manager will work closely with the Chief Human Resources Officer, Executive Committee and Co-Chairs of the Diversity, Equity and Inclusion Council to focus on diversity initiatives and strategic goals. We have developed affirmative action programs for women, minorities, individuals with disabilities and covered veterans.

We strongly believe in rewarding merit; encouraging diversity; and, in the case of both applicants and employees, applying all terms and conditions of employment, compensation, advancement and promotion without regard to race, color, religion, national origin, sex, age, disability, genetic information, pregnancy, veteran status or any other consideration made unlawful by applicable law.

The Women's Initiative Network ("WIN") at PKF O'Connor Davies was established in 2017. A top priority has been, and will remain, to continue to attract, retain and advance talented women by maintaining a supportive culture that fosters professional growth and leadership opportunities.

We are honored to have earned external recognition for our commitment to a diverse and inclusive workplace and corporate culture:

- In 2021, Vault ranked PKF O'Connor Davies #2 for Best Internships for Racial, Ethnic and LGBTQ Diversity and #23 for Best Internships for Employment Prospects.
- For the sixth consecutive year, our Firm appears on Vault's Accounting 50 List of Top Accounting Employers to Work for in North America, achieving #15 overall in 2022.

Internally, the Firms hosts a variety of events and activities highlighting and celebrating our commitment to diversity, equity and inclusion, including:

- Chinese New Year Celebration
- Black History Month
- International Women's Day Celebration
- Diversity Month
- Juneteenth
- LGBTQ Pride Breakfast
- International Day of Friendship/Compliment Day
- National Women's Day Speaker Event
- Hispanic Heritage Month
- Employee Culture Celebration
- Veteran's Day
- Campus Recruiting
- Experienced Recruiting
- Unconscious Bias Training

Employee Continuing Education and Involvement

In order to comply with Government Auditing Standards, each member of the professional staff must participate in a minimum of 40 hours of continuing professional education per year. Within this, each professional staff member participates in a minimum of 24 hours of governmental training every two years. Accordingly, each professional is expected to learn and apply new practice methodology, thereby increasing performance levels on all engagements.

The Firm's staff training programs provide regular internal training on emerging, difficult, or high risk issues in governmental accounting and auditing standards as well as Federal and State Single Audit standards. In addition, members of the Firm attend all-day seminars by the American Institute of Certified Public Accountants ("AICPA"), Government Finance Officers Association ("GFOA") and the Connecticut and New York State Societies covering a wide range of relevant topics for governmental auditing, accounting and Federal and State Single Audits.

PKF O'Connor Davies also has representation on the various committees of the GFOA, AICPA, the Connecticut Society of CPAs ("CTCPA") including the CTCPA's Government Accounting and Auditing Committee, Accounting and Auditing Committee, and the Pension Committee and the AICPA's Government Performance and Accountability Committee. Our partners and staff are also involved with the national and Connecticut branches of the GFOA that are oriented to the auditing and accounting issues affecting government entities. This participation keeps the Firm closely involved with emerging or contentious issues, which are of concern to our clients.

In addition to these technical trainings, the Firm offers a number of programs to promote employee growth, including:

- Career Advisor Program – All employees are partnered with a Career Advisor who supports their advisees through ongoing coaching and development.
- WIN: Women's Initiative Network – The program creates and facilitates development and networking opportunities for women within the Firm.
- Future Leaders Program – The program is designed to identify and train those individuals that we believe have the ability to be a future leader of the Firm. The training and interactive learning experience combines peer discussion, best-practice sharing, skill-building activities, and multi-media delivery of essential knowledge based on an industry leading traditional training program.

7. Prior Engagements with the Town of Fairfield

Within the last five years, PKF O'Connor Davies has performed the following engagements for the Town:

Auditing Services

- Annual financial statement audit, including Federal and State Single Audits and the EFS procedures for the Board of Education, beginning with fiscal year 2017
- Audit of the Fairfield Parking Authority, beginning with fiscal year 2019, as a result of a merger

Management Advisory Services

- Review of the Town's purchasing policy and procedure manual and recommendations for changes
- Review of the Town's Public Works Department and provide recommendations. This included reviews of
 - Internal controls and related accounting policies and procedures
 - Revenue and expenditure detail transactions
 - Financially relevant operational policies and procedures
- Review of investment policies for the Town's 401a and 457 Plans and provide recommendations
- Development of grant policies and procedures
- Review of the contract for professional services for the FairTV Broadcast System

8. Similar Engagements with Other Government Entities

Client Listing

PKF O'Connor Davies has a long history of serving governmental entities and currently has over 250 such entities on our client list. Below is a listing of the Connecticut local government client we served for the year ended June 30, 2021.

Current Connecticut Clients	
Town of Berlin *	Borough of Naugatuck
Town of Bethel	Town of New Canaan *
Town of Chester	Town of New Fairfield
Town of Clinton *	City of New London
Town of Colchester	Town of North Haven *
Town of Cromwell *	Town of Redding *
Town of East Hampton *	Borough of Stonington
Town of East Haven	Town of Stonington
Town of Easton	Town of Thomaston *
Town of Fairfield *	Town of Trumbull *
Town of Farmington	Town of Woodbury
Town of Monroe *	
Population over 20,000	
* Received GFOA Certificate of Excellence	

The following are the five most significant active Connecticut government audits similar to your Town served by our office last year.

Connecticut Governmental Clients - Audit Services	
Government: Date: Engagement Partner: Total Hours: Client Contact: Phone:	Town of New Canaan, Connecticut Years Ended June 30, 2012 to present Joseph Centofanti 600 Lunda Asmani, CFO (during June 30, 2021 audit period) 203-854-4063
Government: Date: Engagement Partner: Total Hours: Client Contact: Phone:	Town of Bethel, Connecticut Years Ended June 30, 2017 to present Joseph Centofanti 600 Brad Heering, Comptroller 203-794-8512
Government: Date: Engagement Partner: Total Hours: Client Contact: Phone:	Town of Berlin, Connecticut Years Ended June 30, 2016 to present Joseph Centofanti 500 Kevin Delaney, Finance Director 860-828-7044
Government: Date: Engagement Partner: Total Hours: Client Contact: Phone:	Town of North Haven, Connecticut Years Ended June 30, 2018 to present Joseph Centofanti 500 Michael Freda, First Selectman 203-239-5321 x680
Government: Date: Engagement Partner: Total Hours: Client Contact: Phone:	Town of Farmington, Connecticut Years Ended June 30, 2019 to present Joseph Centofanti 500 Joseph Swetcky, Director of Finance 860-675-2335

9. Identification of Anticipated Potential Audit Problems

We do not anticipate any audit problems at this time. It is our experience that most problems can be averted by good engagement planning and constant communication between the audit engagement team and client staff and leadership. We establish early in our relationship with our clients a two-way communication path which provides all parties the opportunity to discuss potential problems when they first become apparent. This “early warning” approach significantly reduces the risk that a small “issue” will turn into a larger “problem.”

10. Annual Comprehensive Financial Reports

Two Connecticut municipalities for which we have issued an Annual Comprehensive Financial Report within the last year and for which the GFOA Certificate of Achievement for Excellence in Financial Reporting has been received include:

- Town of Fairfield
- Town of New Canaan

Local government annual financial reports are also available on the State of Connecticut's OPM Electronic Audit Reporting System (EARS) website at:

<https://www.appsvcs.opm.ct.gov/auditing/public/report.aspx>

Appendix A: Our Team

Joseph Centofanti, CPA, CFE, FCPA, CFF, CGFM, CITP, CRISC



Joseph Centofanti, CPA, CFE, FCPA, CFF, CGFM, CITP, CRISC, is a partner with PKF O'Connor Davies, LLP.

He has over 30 years of experience in providing audit services to all sizes of municipal entities.

Joe also has significant experience performing various types of consulting engagements for governments, not-for-profits and commercial entities, including internal auditing, operational audits, internal control evaluation and design consulting, fraud prevention/risk assessments, and fraud investigations.

Joe lends his expertise as a frequent lecturer on fraud prevention and government accounting and reporting and as a source of information for members of local media on fraud-related topics. Joe has also served as an adjunct professor of governmental accounting and auditing within the UCONN's graduate program.

He was elected as a member and current chairman, of the Town of Haddam, Board of Finance. Joe is the former President and Vice President and current Training Director of the Connecticut Association of Certified Fraud Examiners. Joe is a member of the Connecticut Society of CPAs and serves on the Government Accounting and Auditing Committee. He is also a member of the Government Finance Officers Associations of the United States, Canada and Connecticut.

Joe is a graduate of Bentley University (College) Bachelor of Science degree in Accounting and an Associate Degree in management.

As a testament to his professionalism and commitment to his clients, Joe has earned the following professional designations and is a member of the following organizations:

CPA – Certified Public Accountant by the American Institute of CPAs
CFE – Certified Fraud Examiner by the Association of Certified Fraud Examiners
FCPA – Forensic Certified Public Accountant by the Forensic CPA society
CFF – Certified in Financial Forensics by the American Institute of CPAs
CGFM – Certified Government Financial Manager by Association of Government Accountants
CITP – Certified Information Technology Professional by the American Institute of CPAs
CRISC – Certified in Risk and Information Systems Control by the Information Systems Audit and Control Association

Thomas DeMayo, CISSP, CIPP, CPT, MCSE, CEH, CHFI, CCFE



Thomas DeMayo is a Principal and the Director of IT Risk Advisory Services with the Firm. He has extensive experience with a wide-range of systems used by commercial, not-for-profit, governmental, healthcare, and higher education entities.

Tom is the Firm's lead IT Auditor and is responsible for the implementation and design of the Firm's IT audit programs and testing procedures. In addition, he assists clients in the evaluation, conversion and implementation of systems and consults in the areas of IT governance, information security and privacy and IT compliance achievement and management. He specializes in the areas of PCI-DSS compliance, SOX 404 IT Controls, HIPPA, COBIT, and ISO 27001. Tom has helped many organizations achieve their compliance obligations through intensive and meaningful gap analysis' and risk assessments.

Tom has written several articles on various IT related matters, is a frequent presenter on information technology topics including for the Connecticut Conference of Municipalities ("CCM"), and is an instructor with the Firm's continuing professional education program. He has also served as an IT expert witness in a court proceeding.

Tom is well versed in educating organizations on how to keep the cyber criminals out of your organization. Tom's strongest attribute is the ability to communicate technical deficiencies to non-technical individuals, thus allowing management to make meaningful decisions for remediation.

Tom's accreditations include:

- CISSP – Certified Information Systems Security Professional
- CIPP/US – Certified Information Privacy Professional
- CPT – Certified Penetration Tester
- MCSE – Microsoft Certified Systems Engineer
- CEH – Certified Ethical Hacker
- CHFI - Certified Hacking Forensic Investigator
- CCFE - Certified Computer Forensics Examiner

Katherine M. Patnaude, CPA, MSA



Katherine Patnaude is a Senior Manager at PKF O'Connor Davies with over ten years of experience in Governmental Auditing and Accounting.

She is responsible for providing audit, review, agreed-upon procedures, and consulting services for a wide variety of municipal entities including cities, towns, boroughs, and districts.

Katherine received national attention when she was one of 38 rising stars in the accounting profession to be selected to participate in the AICPA's Leadership Academy for Young Professionals. Additionally, Katherine was awarded with the "New and Young Professionals to Watch" award in December 2014 as an emerging leader in the accounting profession in Connecticut.

Katherine is a member of the Association of Certified Professional Accountants ("AICPA") and serves on Government Performance and Accountability Committee.

Katherine is a member of the Connecticut Society of Certified Public Accountants ("CTCPA") and has served on the following Boards/Committees:

- Board of Directors (2019 – 2021)
- Advisory Council (2015 – 2019)
- Governmental Accounting and Auditing Committee (2013 – present), past Chair
- Accounting Scholarship Foundation (2014 – 2018), past Chair
- New and Young Professional's Cabinet (2013 – 2017), past Chair

She is also a member of the Government Finance Officers Association of Connecticut.

Katherine is a graduate of the University of Connecticut with a Master of Science degree in Accounting and of Eastern Connecticut State University with a Bachelor of Science degree in Accounting.

Appendix B: Peer Review



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

June 16, 2020

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

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

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

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

David Kaplan, CPA, P.C.

DAVID KAPLAN, CPA, P.C.

**Fee Proposal for Annual Auditing Services to:
Town of Fairfield, CT**

Bid # 2022-123

For the Years Ending June 30, 2022
through June 30, 2026

Date: March 3, 2022

Submitted by:

Joseph Centofanti, CPA, CFE, FCPA, CFF, CGFM
Partner
860-419-3402
jcentofanti@pkfod.com



**KNOW
GREATER
VALUE**

PKF O'Connor Davies, LLP

100 Great Meadow Road
Wethersfield, CT 06109
860-257-1870

Proposed Fees

a. Schedule of Professional Fees and Expenses

For the Annual Audit of 2022

Classifications	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	60	\$ 350	\$ 310	\$ 18,600
Managers	172	250	220	37,840
Supervisory Staff	220	175	155	34,100
Staff	280	125	124	34,720
Administrative Staff	<u>10</u>	75	70	<u>700</u>
Subtotal	<u>742</u>			125,960
Out-of-pocket expenses				-
Meals and lodging				-
Transportation				-
Other				<u>-</u>
Total all-inclusive maximum price for 2022 audit				<u>\$ 125,960</u>

Note: Includes hours and fee for Parking Authority audit (all years).

See **Section d** for a discussion of the increase in fees.

For the Annual Audit of 2023

Classifications	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	60	\$ 355	\$ 320	\$ 19,200
Managers	172	255	225	38,700
Supervisory Staff	220	180	160	35,200
Staff	280	130	128	35,840
Administrative Staff	10	80	73	730
Subtotal	742			129,670
Out-of-pocket expenses				-
Meals and lodging				-
Transportation				-
Other				-
Total all-inclusive maximum price for 2023 audit				\$ 129,670

For the Annual Audit of 2024

Classifications	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	60	\$ 360	\$ 325	\$ 19,500
Managers	172	260	230	39,560
Supervisory Staff	220	185	165	36,300
Staff	280	135	134	37,520
Administrative Staff	10	80	75	750
Subtotal	742			133,630
Out-of-pocket expenses				-
Meals and lodging				-
Transportation				-
Other				-
Total all-inclusive maximum price for 2024 audit				\$ 133,630

For the Annual Audit of 2025

Classifications	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	60	\$ 365	\$ 330	\$ 19,800
Managers	172	265	235	40,420
Supervisory Staff	220	190	170	37,400
Staff	280	140	140	39,200
Administrative Staff	10	85	80	800
Subtotal	<u>742</u>			137,620
Out-of-pocket expenses				-
Meals and lodging				-
Transportation				-
Other				-
Total all-inclusive maximum price for 2025 audit				<u>\$ 137,620</u>

For the Annual Audit of 2026

Classifications	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	60	\$ 370	\$ 335	\$ 20,100
Managers	172	270	240	41,280
Supervisory Staff	220	195	175	38,500
Staff	280	145	145	40,600
Administrative Staff	10	85	85	850
Subtotal	<u>742</u>			141,330
Out-of-pocket expenses				-
Meals and lodging				-
Transportation				-
Other				-
Total all-inclusive maximum price for 2026 audit				<u>\$ 141,330</u>

b. Rates and method used to charge for special requests, reports or the broadening of the scope of work

Our fee contemplates routine consultation regarding accounting, auditing and other matters that may not be directly related to the audit. In fact, we encourage regular communication with our clients. This provides us with the opportunity to address questions, concerns or issues when they first appear. For this reason, our fees include reasonable discussions, during the time we are engaged as auditors.

Our fee for time charges for additional services will be billed at our standard rates subject to our mutual agreement of the work to be performed and the estimated cost.

Our government rates for services outside the scope of the annual audit are follows:

	<u>Rate per Hour</u>
Partners	\$350
Managers	\$250
Senior Accountants	\$175
Staff Accountants	\$125
Administrative Support	\$ 75

If additional services are needed from us, we can generally provide you with a separate estimate of the time necessary for the additional engagement to give you an idea in advance of the fees to expect.

From time to time, however, you may request that we perform services that are above and beyond the scope of the audit process, which may require the use of specialized staff and consultants. Such special services would be billed separately. We will, of course, discuss the objectives of all such projects and provide you with an estimate of the related fees before beginning any work. Further, we will provide updated estimates of time and fees should the scope of the project change before its completion.

We believe the key to fees for services is clear communication of what you will receive, when you will receive it, and how much it will cost. Whether it is through the financial and operational focus of our audit, our year-round service philosophy, or a special consulting assignment, you can always be assured we are committed to quality service that provides demonstrable value.

c. Proposed schedule of billing dates

Our fees will be billed as work progresses on a monthly basis and are payable on presentation. We would expect all invoices for services to be paid within 30 days of receipt.

d. Additional information regarding proposed fee and expenses

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

Should any professional pronouncements issued by the GASB, the AICPA, the Federal or State governments, or should the number of major funds increases or should the number of Federal or State programs that are required to be tested increase significantly affect the audit hours, we would discuss possible fee changes with you prior to commencing the work.

The fees have been increased from the prior year based upon the additional EFS procedures introduced in fiscal year 2020, the parking authority separate audit fee and the significant increase in inflation. A comparison of the 2021 fees to the fees in this proposal is as follows:

	Year Ending June 30,					
	2021	2022	2023	2024	2025	2026
Audit Fee	\$ 105,915	\$ 111,240	\$ 114,510	\$ 117,995	\$ 121,500	\$ 124,755
Additional EFS Fee	3,600	3,710	3,820	3,930	4,050	4,170
Parking Authority Fee	16,525	11,010	11,340	11,705	12,070	12,405
Total Audit Fee	<u>\$ 126,040</u>	<u>\$ 125,960</u>	<u>\$ 129,670</u>	<u>\$ 133,630</u>	<u>\$ 137,620</u>	<u>\$ 141,330</u>

- The additional EFS fee was billed directly to the Board of Education
- The Parking Authority fee was billed directly to the Parking Authority fund
- Actual fee decrease compared to the prior year totaled \$80. This is due to a decrease in the hours necessary to complete the Parking Authority audit now that it is combined with the audit of the Town.
- The inflation adjustment for 2022 is 5%. For subsequent fiscal years we have returned the inflation rate to 3%.

Not to Exceed Price for Proposed Service Schedule Summary

	Year Ending June 30,				
	2022	2023	2024	2025	2026
Basic Reports to Be Issued					
As specified in the RFP	\$ 125,960	\$ 129,670	\$ 133,630	\$ 137,620	\$ 141,330

I hereby certify that the undersigned is fully authorized to represent the Firm stated below and is duly empowered to submit the figures listed in response to the Town of Fairfield request for proposal for annual auditing services, and if selected is duly authorized by their Firm to sign a contract with the Town, for the services identified in this Request for Proposal solicitation document.

PKF O'Connor Davies, LLP

Firm/Company

Joseph Centofanti

Signature

Joseph Centofanti

Printed Name

Partner

Title

March 3, 2022

Date

The above signatory acknowledges receipt of the following addenda (if any) issued during the RFP solicitation period and fully understands that they are a component of the RFP documents (if applicable):

Addendum #	None	Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

BID #	2022-123	Town of Fairfield - Bid Results
DESC	RFP - Annual Auditing Services	
DATE	22 March, 2022	PKF O'Connor Davies, LLP
TIME	2:00 PM	Wethersfield, Connecticut
	Audit Periods	Proposed Fees
	<u>FY2022</u>	\$125,960.00
	<u>FY2023</u>	\$129,670.00
	<u>FY2024</u>	\$133,630.00
	<u>FY2025</u>	\$137,620.00
	<u>FY2026</u>	\$141,330.00

May 3, 2022

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

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

Audit objectives

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

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

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

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

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

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

- Introductory section
- Statistical section

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

The objective for our audit also includes reporting on:

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

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

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

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

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

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

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

Audit Procedures – Internal Control

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

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

Audit Procedures – Compliance

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

Reporting

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

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

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

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

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

Other Services

We will perform the following services for you as necessary:

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

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

Responsibilities of Management for the Financial Statements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exempt Offering Documents

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

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

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

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

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

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

Engagement Administration

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

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

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

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

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

Hosting Services

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

Electronic and other communication

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

Access to working papers

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

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

Liability

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

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

Dispute resolution

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

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

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

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

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

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

Third-party service providers and subcontractors

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

Employment of firm partner or professional employee

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

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

Fees and billing

Our fee for the financial statement audit services will be **\$125,960** (the "Fee") as follows:

Town	\$ 114,950
Parking Authority	<u>11,010</u>
Total	<u><u>\$ 125,960</u></u>

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

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

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

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

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

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

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

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

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

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

We are pleased to have this opportunity to serve you.

PKF O'Connor Davies, LLP

Attachment: Peer Review Report

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

Town of Fairfield, CT

BY: _____

TITLE: _____

DATE: _____

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

* * *

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

June 16, 2020

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

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

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

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

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

A RESOLUTION FURTHER AMENDING AND RESTATING A RESOLUTION ENTITLED "A RESOLUTION APPROPRIATING \$3,088,000 FOR THE COSTS ASSOCIATED WITH CONSTRUCTION OF BERM AND PUMPING STATION AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION" TO INCREASE THE AMOUNT OF THE APPROPRIATION TO \$10,007,765 AND TO ACCEPT A FURTHER STATE GRANT IN THE AMOUNT OF \$400,000.

WHEREAS, the Representative Town Meeting ("RTM") approved on June 22, 2015 a resolution entitled "A Resolution Appropriating \$3,088,000 for the Costs Associated with Construction of Berm and Pumping Station and Authorizing the Issuance of Bonds to Finance such Appropriation (the "Original Resolution"); and

WHEREAS, the Original Resolution appropriated \$3,088,000 for the costs associated with the construction of a berm and pumping station to protect the Fairfield Waste Water Treatment Plant, the Animal Control Facility, the Fire Training Center and the Conservation Department Workshop (the "Project"); and

WHEREAS, the estimated costs of the Project had subsequently increased to \$7,419,265; and

WHEREAS, on October 28, 2019, the RTM approved a resolution entitled "A Resolution Amending and Restating a Resolution Entitled 'A Resolution Appropriating \$3,088,000 for the Costs Associated with Construction of Berm and Pumping Station and Authorizing the Issuance of Bonds to Finance such Appropriation,' (the "Amended Resolution") to Increase the Amount of the Appropriation and Bond Authorization to \$7,419,265" (the "Project Authorized Amount");

WHEREAS, the Town subsequently received grant funds from the State of Connecticut Department of Housing in the total amount of \$3,332,102 and applied those funds towards costs of the Project (the "Initial State Grants");

WHEREAS, after approval of the Amended Resolution, the costs of the Project increased by \$300,000 and the Town received a federal grant in the amount of \$300,000 (the "Federal Grant") for costs associated with the Project, and accordingly, the total allocated costs of the project increased from the Project Authorized Amount to \$7,719,265;

WHEREAS, subsequently, the estimated costs of the Project increased again by an additional \$1,888,500 (the "Second Project Cost Increase") for total estimated costs in the amount of \$9,607,765 (the "Second Increased Appropriation"), which was comprised of: 1) the Project Authorized Amount, 2) the amount of the Federal Grant, and the 3) Second Project Cost Increase; and

WHEREAS, when the Town received the Initial State Grants and the Federal Grant totaling \$3,632,102 (collectively, the “Grant Funds”) towards the costs of the Project, it only required bonding authorization in the amount of \$5,975,663, which represented the difference between the Second Increased Appropriation and the Grant Funds;

WHEREAS, to address the Second Project Cost Increase, on May 24, 2021, the RTM approved a resolution entitled “A Resolution Further Amending and Restating a Resolution entitled “A Resolution Appropriating \$3,088,000 for the Costs Associated with Construction of Berm and Pumping Station and Authorizing the Issuance of Bonds to Finance Such Appropriation” to Increase the Amount of the Appropriation to \$9,607,765 and the Bond Authorization to \$5,975,663 (“the “Further Amended Resolution”); and

WHEREAS, since the Further Amended Resolution was approved, the costs of the Project have increased further by \$400,000 and the Town was recently notified that it is eligible to receive additional grant funds from the State of Connecticut Department of Housing in the amount of \$400,000 towards costs of the Project (the “2022 State Grant”);

WHEREAS, since it is in the Town’s interest that the Project be completed, the Town desires to further revise the Further Amended Resolution to increase the appropriation only from \$9,607,765 to \$10,007,765 and to accept the 2022 State Grant.

NOW, THEREFORE, the Further Amended Resolution is further amended and restated to read as follows:

RESOLVED:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of Ten Million Seven Thousand Seven Hundred Sixty-Five and 00/100 Dollars (\$10,007,765) for the costs associated with the construction of a berm and pumping station to protect the Fairfield Wastewater Treatment Plant, the Animal Control Facility, the Fire Training Center and the Conservation Department Workshop.
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 of Fairfield may borrow a sum not to exceed Five Million Nine Hundred Seventy-Five Thousand Six Hundred Sixty-Three and 00/100 Dollars (\$5,975,663) and issue its general obligation bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town.
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, 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 Selectman and Treasurer or Chief Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, 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 Selectman and Treasurer or Chief Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
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 twenty (20) 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 twenty (20) years from the date of issuance or as otherwise provided by statute. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.

7. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectman 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 Connecticut General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.
8. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
9. The First Selectman, 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 Connecticut General Statutes and the laws of the United States.
11. The First Selectman is authorized to negotiate and enter into grant agreements on behalf of the Town to fund the Project and to accept on behalf of the Town any grant, including the 2022 State Grant, to fund the Project. The First Selectman and other Town officials are authorized to seek grants and other contributions for the costs of the Project and take all such actions necessary or appropriate to obtain such grants and other contributions including execution and delivery of contracts related to such grants. Any such grants or contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolution and shall reduce the amount of the Bonds that can be issued pursuant to this resolution. If such grants and contributions are received after the issuance of the Bonds, they shall be applied to pay the principal on the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax exempt status of the Bonds or the Town's receipt of such grant or contribution.

Request is for \$400,000 Grant Extension (# 5) from CT Department of Housing for the Waste Water Treatment Plant Hardening (Berm and Pumping Station) Project. The Grant amount increases from \$3,632,102 to \$4,032,102. The grant is 100% reimbursable.

1. BACKGROUND – Due to extra fill quantities and extra soil management from historical contamination, the Town made a request to the CT Department of Housing for any supplemental funding. The State responded that there was \$ 400,000 of additional money was available for this project.

(From previous 14 points) The Fairfield Wastewater Treatment Plant (WWTP) is a 9.0 MGD plant located near the coast of Long Island Sound in the southerly end of Fairfield. Locate directly adjacent to the WWTP are critical facilities such as the Fairfield County Fire Training Center (currently undergoing substantial State funded upgrades), the Fairfield Animal control Shelter and the Conservation Departments Workshop/maintenance facility. During Superstorm Sandy, portions of the WWTP and surrounding facilities were submerged in up to two feet of water due to the coastal storm surge from Long Island Sound. The WWTP did not treat influent at full levels for more than one week and exceeded required discharge limits due to the flooding and damage caused by Superstorm Sandy. The location of this facility lies within a FEMA defined Special Flood Hazard Area subject to inundation by the 1% annual chance flood and is in the AE Zone with a Base Flood elevation of 13 NAVD88. Post-flood maintenance costs exceeded \$55,000. Had the storm surge from Superstorm Sandy gone any higher, the south side of the WWTP would have been fully submerged. The 1% annual chance flood event, as defined by FEMA would inundate the entire WWTP. This would result in damage to the entire sewer system pump station, influent building, Administration building, transformers, electric, mechanical systems, UV systems and plant infrastructure, causing an estimate \$35,000,000 in damages.

2. PURPOSE - Department of Housing grant would provide Town \$ 400,000 to cover reimbursable expenditures.

(From previous 14 points)

The proposed project is to construct an earthen berm and storm water pump station to protect the Fairfield WWTP and other critical facilities in this area from future flood events. This facility needs to be protected from storm surges to properly convey and treat wastewater. Without proper protection, there is a risk of sanitary sewer overflows and non-treatment.

In addition, flood protection would enable installation of a microgrid to provide greater level of storm resiliency by eliminating dependence on outside power during major storm events.

3. DESCRIPTION OF PROPOSAL - From previous 14 points: An earthen berm or flood wall will be constructed around the WWTP (in its entirety), the Animal Control Facility, the Fire Training Center and the Conservation Department Workshop. Two storm water pump stations will be installed within the dike system to remove storm water that accumulates within the berm.
4. RELIABILITY OF COST ESTIMATE - N/A – reimbursable Grant \$ 400,000 maximum.
5. INCREASED EFFICIENCY AND PRODUCTION – WWTP will be operational during extreme weather events.
6. ADDITIONAL LONG RANGE COSTS - Pump stations will need periodic maintenance of pumps, dependent on frequency of use.
7. ADDITIONAL USE OR DEMAND – None.
8. ALTERNATIVES TO THIS REQUEST - None, loss of grant.
9. SAFETY- From previous 14 points. Knowledge that wastewater will be fully treated as designed prior to discharge to LI Sound maintaining a safe environment and will not be inundated with flood waters.
10. ENVIRONMENTAL CONSIDERATIONS – Grant provides extra funding for soil management and extra fill quantities. From previous 14 points, Environment will not be adversely affected due to untreated effluent reaching the waters of LI Sound.
11. INSURANCE - Plant is insured.
12. FINANCING – None for this request. 100% reimbursable grant – extension of previous grant. See back up information.
13. OTHER CONSIDERATIONS - None
14. APPROVALS - Board of Selectman - May 2022

Board of Finance June 2022

RTM June 2022



Ned Lamont
Governor

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Seila Mosquera-Bruno
Commissioner

September 14, 2021

Honorable Brenda L. Kupchick
First Selectwoman
Town of Fairfield
611 Old Post Road
Fairfield, CT 06824

Subject: CDBG-DR Project Cost Revision and Extension Response
Project #7206- Fairfield WWTP Hardening Project

Dear First Selectwoman Kupchick,

The Connecticut Department of Housing (DOH) is in receipt of your letter dated August 11, 2021 requesting an additional \$400,000.00 in CDBG-DR funds and a time extension until June 30, 2022 to complete the Hardening of the Wastewater Treatment Plant Infrastructure Project. This project was awarded under the Community Development Block Grant- Disaster Recovery (CDBG-DR) program funded by the U.S. Department of Housing and Urban Development

According to your letter the project has been subject to unforeseen delays as a result from soil and ground water contamination which needed to be remediated in accordance with state regulations. The pandemic slowed construction progress as a result of shortage of laborers and equipment operators. The Town remains committed to see the project completed with the understanding that the goal is protect the Town's most critical facility from future storm events.

The DOH has reviewed your request for an extension and is willing to grant the time extension until September 30, 2022 to complete the hardening of the Wastewater Treatment Plant. The revised CDBG-DR term will be from April 1, 2016 through September 30, 2022 and the CDBG-DR grant amount will be \$4,032,102.00

Attached is the fifth Amendment to your CDBG-DR Infrastructure Agreements for your review and execution. Please make every effort to execute those documents and return them to DOH within 30 days of receipt. The Financing Plan & Budget - Exhibit A and Project Schedule - Exhibit B must also be revised to reflect the start and end date along with the expenditure rate for this grant.

If you have any questions about this letter, please contact Hermia Delaire, CDBG-DR Program Manager at Hermia.Delaire@ct.gov.

Sincerely,

Seila Mosquera- Bruno
Commissioner



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Contractor: The Town of Fairfield
Contractor Address: 725 Old Post Road, Fairfield, Connecticut 06824
Contract: 7206-Amended and Restated Infrastructure Assistance Agreement between the State of Connecticut and Town of Fairfield under the Community Development Block Grant-Disaster Recovery Program
Amendment Number: 5
Amount as Amended: \$4,032,102.00
Contract Term as Amended: April 1, 2016 through September 30, 2022

The contract between the Town of Fairfield (*the "Contractor"*) and the Department of Housing (*the "Agency"*), entered into by the parties on July 25, 2017 (the "Amended and Restated Agreement"), was amended on June 7, 2018 (the "First Amendment"), was further amended on September 10, 2019 (the "Second Amendment"), was further amended on October 23, 2019 (the "Third Amendment") and was further amended on September 10, 2020 (the "Fourth Amendment"). The Amended and Restated Assistance Agreement as modified by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment is hereinafter referred to as the "Agreement". The Agreement is hereby further amended as follows:

1. On Page 2, Article 1.1 of the Agreement, replace \$3,632,102.00 with \$4,032,102.00.
2. Second Amended Exhibit A Project Financing Plan and Budget is deleted in its entirety and is replaced with the attached Third Amended Exhibit A Project Financing Plan and Budget.
3. On page 18, Article 13.15, replace "September 30, 2021" with "September 30, 2022."
4. Second Amended Exhibit B Project Schedule is deleted in its entirety and is replaced with the attached Third Amended Exhibit B Project Schedule.
5. Article 5.4 of the Agreement is hereby deleted and replaced with the following:

5.4. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



6. The Effective Date of this Fifth Amendment is the date that it is approved by the Attorney General of the State of Connecticut following its execution by the parties hereto (the "Effective Date").
7. Except as amended hereby, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract amendment by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Contractor

Town of Fairfield

Contractor

Signature

Brenda Kupchick, Fairfield First Selectwoman

Name and Title of Authorized Official

Date 9-15-21



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Department of Housing

Seila Mosquera- Bruno, Commissioner

Date

Connecticut Attorney General *approved as to form.*

Signature

Title

Date

STATE OF CONNECTICUT DEPARTMENT OF HOUSING
CDBG-DR Infrastructure and Public Facilities
FINANCING PLAN & BUDGET - EXHIBIT A

Name of Applicant		City/Town of Town of Fairfield	
Name of Project			
WWTP Hardening Project			
Original Date:	Amendment - Only If Needed Date:		
From 4/1/2016	To: 6/30/2019	From: 4/1/2016	To: 6/30/2022

Note: Please add sub-categories if needed below. If a category does not apply to your grant, please replace the \$ amount with N/A.

PART A: SUMMARY OF PROJECT ACTIVITIES (SOURCES AND USES)				
LINE ITEM/ACTIVITY	TOTAL CDBG-DR PROJECT COSTS	ALL OTHER COSTS FUNDED BY OTHER SOURCES	TOTAL INFRASTRUCTURE/ PUBLIC FACILITIES PROJECT COSTS (Sum of CDBG-DR Total Project Costs + All Other Costs)	
1. ACQUISITION OF REAL PROPERTY				
2. DISPOSITION OF REAL PROPERTY				
3. CLEARANCE AND DEMOLITION				
4. HOUSING CONSTRUCTION				
a. Architectural/Engineering				
b. Hard Costs				
5. WATER / SEWER / FLOOD / DRAINAGE				
a. Water Facilities				
b. Sewer Facilities	4,032,102.00	5,974,346.00	10,003,478.00	
c. Flood & Drainage Facilities				
d. Assessments				
e. Other Utilities				
6. STREETS				
a. Street Improvements				
b. Sidewalk / Pedestrian Malls / Streetscape				
c. Parking Facilities				
7. REHABILITATION, PRESERVATION, AND RELATED ACTIVITIES				
a. Rehabilitation of Public Structures				
c. Code Enforcement				
d. Historic Preservation				
SUBTOTAL (Sum of Lines 1-7)	\$4,032,102.00	\$ 5,974,346.00	\$10,003,478.00	
8. PLANNING				

a. Special Functional Planning Activities - Related to Project				
b. Other				
9. GENERAL ADMINISTRATION				
a. General Management, Oversight, and Coordination				
b. Citizen Participation				
c. Environmental Assessment				
10.TOTAL (Sum of Lines 1-9)	4,032,102.00	\$	5,974,346.00	\$ 10,003,478.00

PART B: IDENTIFICATION OF OTHER FUNDING SOURCES				
NAME OF ALL OTHER FUNDING SOURCES	CASH	IN-KIND SERVICES		TOTAL
Town of Fairfield	\$ 2,273,183.00	\$		\$ 2,273,183.00
Fairfield WPCA	\$ 3,701,163.00	\$ -		\$ 3,701,163.00
TOTAL ALL OTHER FUNDING SOURCES (Sum of Lines 1-3 of Part b)	\$ 5,974,346.00	\$ -		\$5,974,346.00

PART C: ECONOMIC DEVELOPMENT ACTIVITIES				
3 CREATION				
a. Job Creation - Temporary				
b. Job Creation - Permanent				

I request approval of the CDBG-DR Finance Plan and Budget:


Signature of Authorized Agent of Grantee

8-11-21
Date

Type or Print Name and Title

Approved by:

Seila Mosquera-Bruno, Commissioner
Department of Housing

Date

Request Estimate (with)

Third Amended Appendix B

Project Schedule - Affordable Housing Grant - CDBG-DR Revised Sept 15, 2021

Project Disbursement Schedule

- Applicant Name: Town of Fairfield
- Project Name: WWTP Hardening
- Program Years: 5/31/2016 - 6/30/2022
- Grant Number: 7206

	9th	10th	11th	12th	13th	14th	15th	16th
Total Grant: \$	4,032,102							
Dates: m/d/yr - m/d/yr	4/1/18 - 6/30/18	7/1/18 - 9/30/18	10/1/18 - 12/31/18	1/1/19 - 3/31/19	4/1/19 - 6/30/19	7/1/19 - 9/30/19	10/1/19 - 12/31/19	1/1/20 - 3/31/20
Total Grant Amount Available:	\$ 3,883,878	\$ 3,866,125	\$ 3,866,125	\$ 3,866,125	\$ 3,866,125	\$ 3,866,125	\$ 3,866,125	\$ 3,858,562
Projected Expenditure:	\$ 17,753	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 7563 ⁰⁰	\$ 918,015
Grant Amount Remaining:	\$ 3,866,125	\$ 3,866,125	\$ 3,866,125	\$ 3,866,125	\$ 3,866,125	\$ 3,866,125	\$ 3,858,562	\$ 2,940,547

If approved, the schedule will become an Appendix to the Assistance Agreement. You will be monitored for compliance with these dates. Therefore, you must estimate the dates as wisely as possible.

Please provide projected dates of completion. Be advised that these dates will be considered part of your project schedule.

Major Tasks (Expand as Needed)	9th	10th	11th	12th	13th	14th	15th	16th
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	5th Qtr.	6th Qtr.	7th Qtr.	8th Qtr.
CT DEEP Permit Issued								
Bid Opening/ value Eng; select contractor								
Seek additional funding (4 from berm to steel) + 2 pump stations								
Funding received/ review project scope/ Await USACE permit								
USACE issued permit, revise project cost-add 2 pump stations + fill material								
Obtain all town approvals & commence construction + mobilization								
Final Report Contractor mobilizes, construction Staking, clearing & grubbing, erosion control devices installed								

Third Amended Appendix B

Project Schedule - Affordable Housing Grant – CDBG-DR

Revised Sept. 15, 2021

Project Disbursement Schedule

1. Applicant Name: Town of Fairfield 3. Program Years: 5/31/2016 - 6/30/2022
2. Project Name: WWTP Hardening 4. Grant Number: 7206

Total Grant: \$ 4,032,102	17 th 1st Qtr.	18 th 2nd Qtr.	19 th 3rd Qtr.	20 th 4th Qtr.	21 st 5th Qtr.	22 nd 6th Qtr.	23 rd 7th Qtr.	24 th 8th Qtr.	25 th 9th Qtr.
Dates: m/d/yr – m/d/yr	4/1/20 – 6/30/20	7/1/20 – 9/30/20	10/1/20 – 12/31/20	1/1/21 – 3/31/21	4/1/21 – 6/30/21	7/1/21 – 9/30/21	10/1/21 – 12/31/21	1/1/22 – 3/31/22	4/1/22 – 6/30/22
Total Grant Amount Available:	\$ 2,940,547	\$ 1,836,625	\$ 853,768	\$ 753,768	\$ 600,000	\$ 500,000	\$ 350,000	\$ 200,000	\$ 0
Projected Expenditure:	\$ 1,103,922	\$ 982,857	\$ 100,000	\$ 153,768	\$ 100,000	\$ 150,000	\$ 150,000	\$ 200,000	\$ 0
Grant Amount Remaining:	\$ 1,836,625	\$ 853,768	\$ 753,768	\$ 600,000	\$ 500,000	\$ 350,000	\$ 200,000	\$ 0	\$ 0

If approved, the schedule will become an Appendix to the Assistance Agreement. You will be monitored for compliance with these dates.

Therefore, you must estimate the dates as wisely as possible.

Please provide projected dates of completion. Be advised that these dates will be considered part of your project schedule.

[illegible]

Hardening Project - History of Approvals

Funding:	June 22 2015 Original	October 28 2019 Additional	Totals As of Oct 28 2019	October 26 2020 Additional (2)	Totals As of Oct 26 2020	May 2021 Additional (3)	Total
Grant	\$ 2,316,000	\$ 1,016,102	\$ 3,332,102	\$ 300,000	\$ 3,632,102	\$ -	\$ 3,632,102
Town*	\$ 386,000	\$ (1,000)	\$ 385,000	\$ -	\$ 385,000	\$ 1,888,500	\$ 2,273,500
WPCA**	\$ 386,000	\$ 3,316,163	\$ 3,702,163	\$ -	\$ 3,702,163	\$ -	\$ 3,702,163
Total	\$ 3,088,000	\$ 4,331,265	\$ 7,419,265	\$ 300,000	\$ 7,719,265	\$ 1,888,500	\$ 9,607,765

* \$1,000 clerical adjustment in Oct 28 2019 Bonded in June 2020

** \$386,000 From WPCA FB in FY18

Memorandum

To: Board of Selectmen

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

Date: May 18, 2022

Re: 2022 Neighborhood Assistance Act Program

As you know, the Town has solicited program proposals from municipal agencies and community non-profit organizations for funding consideration under the Neighborhood Assistance Act (NAA) program.

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

In order to be considered, applications must be completed in full, approved locally following a public hearing, and submitted to the Department of Revenue Services (DRS) by July 1st. Attached for your consideration is a summary of the applications that were received by the April 22, 2022 deadline.

In order to meet the aforementioned submission deadline, I would request that you consider this matter at your next regularly scheduled Board meeting, which I understand to be May 23, 2022, which should allow sufficient time for the RTM to consider at its June meeting.

Information and Justification Regarding the Neighborhood Assistance Act Program

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

13. OTHER CONSIDERATIONS: Not Applicable

14. OTHER APPROVALS: Board of Selectmen (5/23) Public Hearing (scheduled for 6/20) and RTM approval (6/27) prior to submission to DRS by the July 1 deadline.

2022 Neighborhood Assistance Act Applicants

Program	Agency Sponsor	Agency Address	Funds Requested	Other Funds	Tax Credit	Program Category
Audio Accessibility for Visually Impaired	CT Radio Information System	315 Windsor Avenue Windsor	\$ 5,000	\$ 1,000	60%	Services to Visually Impaired
FTC Operating Support	Fairfield Theatre Company	70 Sanford Street, Fairfield	\$ 50,000	\$ 2,600,000	60%	General Operating Support
FTC Energy Efficient Upgrades (Stage One)	Fairfield Theatre Company	70 Sanford Street, Fairfield	\$ 50,000	\$ 5,000	100%	Energy Conservation
Energy Efficient Rehab for affordable housing units	Operation Hope of Fairfield	636 Old Post Road, Fairfield	\$ 59,000	\$ -	100%	Energy Conservation
Community Hunger & Homelessness Services	Operation Hope of Fairfield	636 Old Post Road, Fairfield	\$ 91,000	\$ 3,117,423	60%	Program serving Low Income Populations
Clubhouse Energy Efficiency Upgrades	Wakeman Boys & Girls Club	385 Center Street, Southport	\$ 79,760	\$ -	100%	Energy Conservation

Memorandum

To: Board of Selectmen

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

Date: May 18, 2022

Re: Program Year 48 Annual Plan, Community Development Block Grant

I am forwarding herewith for your consideration and approval the proposed activities to be funded under the Community Development Block Grant (CDBG) Program for Program Year 48, which begins on October 1, 2022, and runs through September 30, 2023.

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

Each year, the Town must prepare an Annual Action Plan that identifies those projects and activities that it proposes to fund through CDBG for the upcoming year. The Town is required to develop and adhere to a citizen participation process that includes the community in the development of its Annual Action Plan. In accordance with its citizen participation plan, the Town conducted the first of two scheduled public hearings to solicit comments on housing and community development needs on March 3, 2022. A second public hearing was held on May 3, 2022.

Unfortunately, the Town of Fairfield has not yet received notice of its CDBG allocation for the upcoming PY 48 program year. As we have done in the past, we have used the current year's CDBG allocation of \$525,640 to prepare the allocation plan presented herein. Please note that the proposed allocation plan also includes \$66,360 in estimated program income, for a total combined budget of \$592,000. Please also keep in mind that the Town may allocate not more than fifteen percent (15%) of its funding to public

May 18, 2022

service category activities and that general administrative costs cannot exceed twenty percent (20%) of the allocation.

I respectfully request your timely and favorable consideration of the proposed PY 48 CDBG activities at your next meeting so that we might present our proposed allocation plan to the Representative Town Meeting at its June meeting, and prepare and submit our Annual Action Plan to HUD. Please do not hesitate to contact me in the event that you have any questions.

Thank you for your consideration.

Information and Justification Regarding the Community Development Block Grant

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

Town of Fairfield
Office of Community and Economic Development
Proposed PY 48 Annual Allocation Plan
Community Development Block Grant Program

Public Service Activities (15%)

Operation Hope Housing Support	\$	20,000
Center for Family Justice Advocacy/Support	\$	8,000
Lifebridge Mental Health/Counseling Services	\$	10,000
JSS/Grasmere on Park Social Worker	\$	4,500
BOE Special Education Vocational Training	\$	3,000
Jewish Senior Services Elder Abuse Prevention	\$	4,000
Fairfield History Museum Educational Enrichment	\$	3,000
Fairfield Human Services Senior Outreach	\$	10,000
Bridge House – Life Skills Development/Support	\$	3,500
Pilot House Special Needs	\$	4,000
Wakeman Boys & Girls Club	\$	4,500
Bridgeport Neighborhood Trust	\$	3,500
Woofgang Volunteer Coordinator	\$	4,000
Subtotal	\$	82,000

Public Facilities and Non-Housing Needs

DPW Street/Sidewalk Improvements	\$	125,000
Micro-Enterprise Assistance	\$	25,000
Subtotal	\$	150,000

Affordable Housing Activities

Multi-Family Rehab Program	\$	70,000
Single-Family Rehab Program	\$	75,000
Handyman	\$	17,500
Homeownership Assistance	\$	75,000
Parish Court Life Safety Enhancements	\$	12,500
Subtotal	\$	250,000

Program Administration (20%)

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

CDBG PROGRAM YEAR 48 SUMMARY

USES:

Public Service Activities (<15%)	\$ 82,000
Public Facilities and Non-Housing Needs	\$ 150,000
Affordable Housing Activities	\$ 250,000
Program Administration (<20%)	<u>\$ 110,000</u>

TOTAL USES	<u><u>\$ 592,000</u></u>
------------	--------------------------

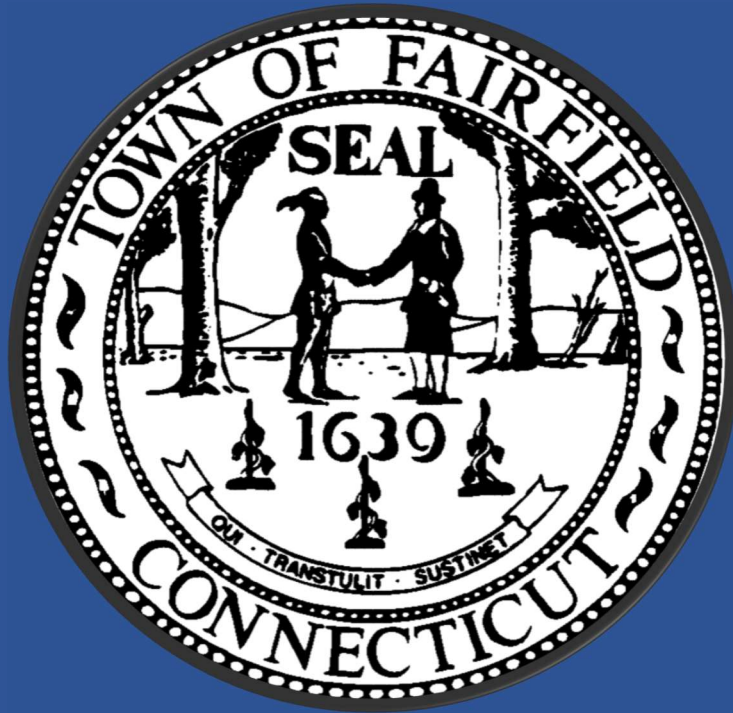
SOURCES:

CDBG Entitlement	\$ 525,640
Program Income (Estimated)	<u>\$ 66,360</u>

TOTAL SOURCES	<u><u>\$ 592,000</u></u>
---------------	--------------------------

FAIRFIELD

2022-27 Affordable Housing Plan



Affordable Housing Committee

Adopted May 18, 2022

TABLE OF CONTENTS

1.0	INTRODUCTION	3
2.0	FINDINGS	6
2.1.	Fairfield Needs Housing Options And Choices	6
2.2.	Fairfield Should Manage Its Future	10
2.3.	The POCD Recommends Addressing Housing Needs	11
2.4.	The Zoning Regulations Make Provision For Affordable Housing	12
2.5.	Survey Participant Are Supportive Of Housing Strategies	13
3.0	VISION	14
4.0	HOUSING STRATEGIES	15
4.1.	TIER 1 STRATEGIES (Highest Impact)	15
1.	Increase The Affordability Set-Aside Requirements	15
2.	Review/Amend The Designed Residence District (DRD) Zone Regulations	16
3.	Support the Fairfield Housing Authority	18
4.	Establish / Strengthen Design Guidelines And Locational Guidelines	20
4.2.	TIER 2 STRATEGIES (Moderate / High Impact)	24
1.	Increase The Term Of The Affordable Housing Set-Aside Requirements	24
2.	Expand Ways To Deed-Restrict Additional Existing Housing Units	25
3.	Identify Ways To Allow More Types Of Housing In More Areas	26
4.3.	KEY SUPPORTING ACTIONS	28
1.	Create A Town Staff Position To Oversee Implementation	28
2.	Update Standard Documents For Deed-Restricted Housing Developments	28
3.	Require An Administrator Approved By The Town	29
4.	Develop Guidelines For The Housing Trust Fund	29
5.0	IMPLEMENTATION	30



Town of Fairfield

Affordable Housing Committee

c/o Office of Community & Economic Development
611 Old Post Road
Fairfield, CT 06824

May 2022

To The Residents of Fairfield,

This document is the 2022-27 Affordable Housing Plan for Fairfield. While Section 8-30j of the Connecticut General Statutes now requires all Connecticut municipalities to prepare and adopt an affordable housing plan by June 2022, Fairfield has had such a plan since 1988. This Plan is an update of the 2014 Housing Plan.

The Affordable Housing Committee was established by the Town of Fairfield in the late 1980s to look at ways to address the issues resulting from housing prices escalating far faster than household incomes. Since that time, the Committee has advocated for affordable housing and has worked with other organizations to increase the number of affordable housing units in Fairfield.

Still, the cost of housing continues to outpace incomes and the number of people affected by the unaffordability of housing in Fairfield continues to grow.

The Committee hopes that this Plan will help inform and educate residents about the housing needs in Fairfield and result in specific actions to help address these and future needs.

Sincerely,

Affordable Housing Committee

AHCCommittee@Fairfieldct.org

Glossary

A glossary of terms related to housing and affordable housing is located in the back of this document.

What Does The Term “Affordable Housing” Mean?

For the purposes of this Plan, the term “affordable housing” means housing:

- Reserved for occupancy by people or families earning 80% or less of the area median income (AMI)

Households lower than average incomes generally have a more difficult time finding decent housing they can afford.

- Priced so that the cost of such housing will not consume more than 30% of that income threshold

Households earning lower than average incomes generally discover that the cost of housing takes away from other life needs (health, transportation, etc.).

- Where the unit size is correlated to the number of occupants

This framework is commonly used in state and federal housing policies and programs although the percentage of AMI may vary between those policies and programs. In addition, the income thresholds are updated annually.

As of April 18, 2022 (numbers change annually), this translates to the following for Fairfield:

Current information can usually be found at <https://www.fairfieldct.org/ced>

Household Size	Income Threshold @ 60% AMI	Income Threshold @ 80% AMI
1-person	\$43,638	\$58,184
2-people	\$49,872	\$66,496
3-people	\$56,106	\$74,808
4-people	\$62,340	\$83,120
5-people	\$67,327	\$89,770

Unit Size	Maximum Monthly Gross Rent		Maximum Sales Price
	@ 60% AMI	@ 80% AMI	@ 80% AMI
Studio	\$911	\$1,093	--
1 BR	\$1,101	\$1,321	\$193,022
2 BR	\$1,371	\$1,645	\$230,777
3 BR	\$1,621	\$2,118	\$264,399
4 BR	\$1,808	\$2,411	\$290,875

Maximum sale price based on a 30-year fixed-rate mortgage @ 5.0% with a 20% down payment (per State DOH guidelines). Funds available to service mortgage determined by deducting utilities, real estate taxes, insurance, and an allowance for other expenses from the monthly housing allocation.

1.0 INTRODUCTION

For many years, the Town of Fairfield has been working on issues of housing affordability and how to address them. Two major milestones in this effort were:

- Preparation of the 1988 Affordable Housing Plan for Fairfield, and
- Adoption of the 2014 Plan entitled “Diversifying Fairfield’s Housing Portfolio – Taking Control Of Our Future.”

Still, while the Town has made progress, the “unaffordability” of housing for people and families of modest income has continued to grow.

This Plan is intended to update prior efforts based on this progress and to recommend goals and strategies to address housing affordability in Fairfield.

Fairfield recognizes that housing plays a part in supporting the ability of people to meet their personal needs and desires:

- Housing provides shelter to meet people’s basic human needs,
- Housing helps meet people’s need for safety and security,
- Housing creates a sense of connection to a community,
- Housing builds confidence and enhances self-esteem,
- Housing creates the opportunity for people to contribute to their community and achieve their full potential.

A diverse portfolio of housing also benefits communities since it:

- Enhances community diversity,
- Provides housing for essential employees (in areas such as emergency services, health care, education, government, retail, etc.),
- Helps retain existing businesses and attract new businesses,
- Increases jobs and consumer spending in the surrounding economy, and
- Helps people stay in a community they love through whatever circumstances they may find themselves in.

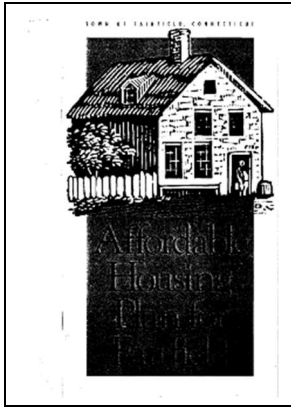
Fairfield will continue to seek ways to address housing affordability (and expand housing options and choices) because people need affordable housing and because Fairfield wants affordable housing which will strengthen the community while maintaining or enhancing the overall “sense of place” in Fairfield.

*“Housing is
absolutely
essential to
human
flourishing.*

*Without stable
shelter, it all
falls apart.”*

Matthew Desmond,
American Sociologist
Princeton University

1988 Plan



Summary of 1988 Affordable Housing Plan

The 1988 *Affordable Housing Plan for Fairfield* was one of the first such plans in Connecticut. The report recognized the situation that Fairfield still faces today – more than 30 years later – and is still working on.

The Plan noted that:

The disparity between current market values for housing and the incomes of many of Fairfield's young adults and elderly has generated a serious community need for affordable housing.

The median income household should be able to afford to buy/rent the median income home/apartment.

Many people do not understand the relationship between affordable housing opportunities, a heterogeneous community, and the economic health of a community beyond housing issues.

The Plan went on to suggest strategies on how this challenge could be addressed and closed with the following:

The Town recognizes that it cannot address the affordable housing needs of the community alone. We have all somehow contributed towards the dilemma, and we must all somehow unite to reverse its effects. The capacity to arrest the problem exists. We need only to understand the problem, to commit our resources, and to approach the situation as one very large committed and united front.

[Click here to link to the 1988 Affordable Housing Plan for Fairfield](#)

Accomplishments

The 1988 Affordable Housing Plan accomplished the following:

- Raised awareness of the issue of affordable housing
- Identified affordable housing as a policy concern for the Town
- Suggested strategies involving:
 - Public/Private Partnerships
 - Public Initiatives
 - Private Initiatives
- Resulted in establishment of the Affordable Housing Committee

Summary of 2014 Housing Plan

The 2014 Housing Plan for Fairfield was entitled “*Diversifying Fairfield’s Housing Portfolio – Taking Control Of Our Future.*”

The Plan recognized the continuing and growing need for affordable housing in Fairfield and recommended that the Town take a pro-active approach to addressing its affordable housing needs. The Plan noted that Connecticut’s Affordable Housing Appeals Procedure (CGS 8-30g) would continue to be utilized in Fairfield and that future affordable housing developments might occur in locations and with designs the community did not favor.

The Plan went on to state that:

If we do not address this in a pro-active way, we run the risk that affordable housing will happen in ways which run counter to how we might want to grow and change. If we do this in a pro-active way, we can create the housing units the community needs and do it in a location and with a design that enhances the community.

Community input helped shape the Plan recommendations which were organized into four main areas:

- Preserve the housing options and choices we already have
- Take charge of providing future housing choices and options
- Modify local regulations / programs to provide more housing options
- Establish additional housing units in appropriate locations

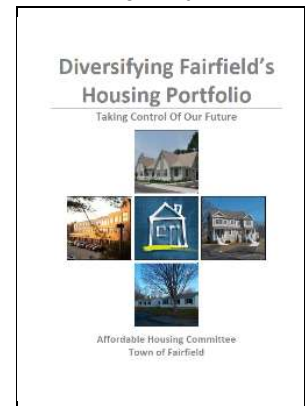
[Click here to link to the 2014 Affordable Housing Plan for Fairfield](#)

Accomplishments

The 2014 Housing Plan for Fairfield accomplished the following:

- Established a Housing Trust Fund
- Enacted an inclusionary zoning fee
- Adopted zoning regulations for inclusionary zoning
- Updated zoning regulations for accessory apartments
- Prepared a model housing affordability plan for new developments

2014 Plan

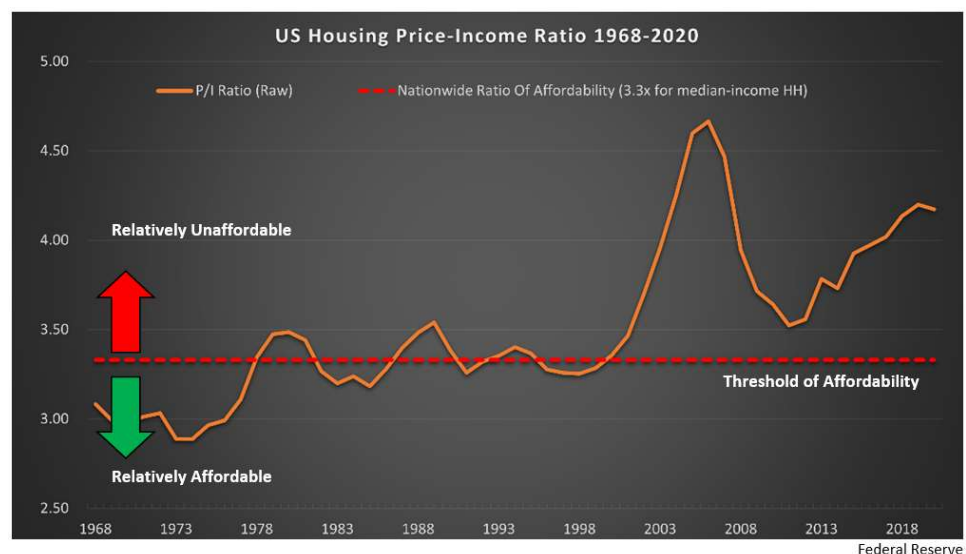


2.0 FINDINGS

As part of its work preparing this 2022-27 Affordable Housing Plan, the Affordable Housing Committee made the following findings.

2.1. Fairfield Needs Housing Options And Choices

1. **More housing units** are needed in Fairfield since Fairfield's population is projected to continue to increase.
2. **More housing options and choices** are needed to meet the changing housing needs and desires of:
 - a. An older population and their age-appropriate housing needs / preferences.
 - b. Younger residents currently shut out of the housing market.
 - c. Current and future residents throughout their lives.
 - d. Smaller households seeking to "downsize" to meet their housing needs / preferences.
3. A **diverse housing portfolio** to allow people to meet their housing needs and desires in Fairfield throughout their whole lives. Not everyone wants or needs a single-family detached house.
4. People should **have more housing options and choices** in Fairfield in the event they want or need them.
5. Over the last 50 years or so, **housing "unaffordability" has become a significant issue** in this country as the ratio of median housing price to median income has been increasing.



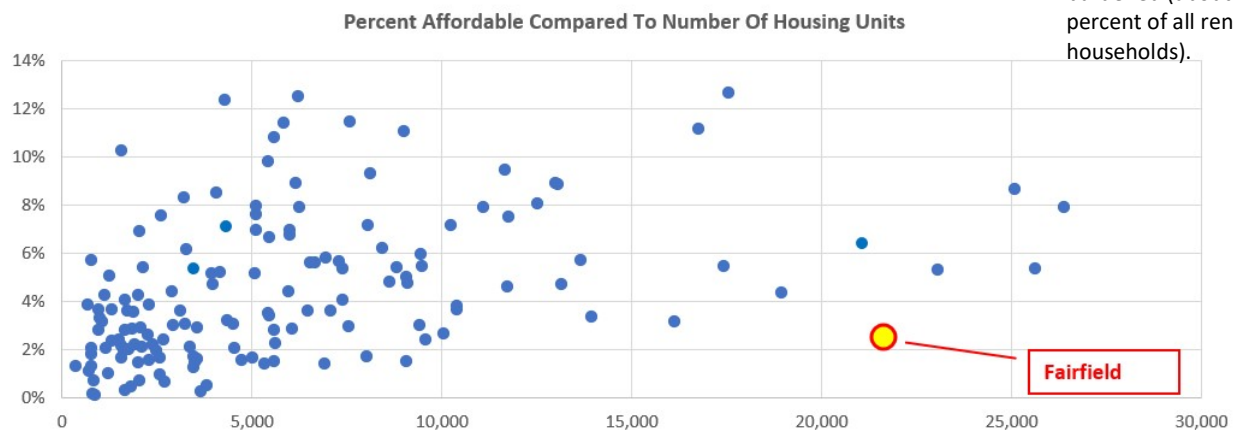
6. According to the *Fairfield County Housing Needs Assessment*, (RPA, 2020) almost 1/3 of all households in Fairfield are considered “cost-burdened” (see sidebar). **These are households that already live in Fairfield.**
7. According to the United Ways “ALICE” metric (Asset Limited, Income Constrained, Employed), more than one quarter of all households in Fairfield (28%) are likely struggling with the overall cost of living – **these are people and families who already live here.**
8. The 608 State-recognized affordable housing units in Fairfield are not enough to meet needs.
9. There is very little housing in Fairfield which sells or rents at prices considered affordable to people earning typical wages.
10. A number of other communities similar to Fairfield have more affordable housing units than Fairfield.

Housing Cost Burden

A household is considered to be housing cost-burdened if it spends more than 30% of its income on housing costs.

RPA reported that about 6,581 households in Fairfield (about 32% of the total number of households) are cost burdened:

- About 4,938 owner households are cost burdened (about 29 percent of all owner households) and
- About 1,643 renter households are cost burdened (about 43 percent of all renter households).



SIMILAR SIZE

	Listed By # Units	% AH
Meriden	25,892	16.62%
Greenwich	25,631	5.42%
Hamden	25,114	9.33%
Milford	23,074	5.26%
West Haven	22,446	15.76%
Fairfield	21,648	2.81%
East Hartford	21,328	15.78%
Middletown	21,223	22.41%
Stratford	21,091	6.29%
Wallingford	18,945	4.37%
Norwich	18,659	19.34%

NOTE – Percentages will reset once 2020 Census housing counts are issued.

SIMILAR TYPE

	District Reference Group	% AH
Farmington	Group B	7.82%
West Hartford	Group B	7.82%
Glastonbury	Group B	5.59%
Trumbull	Group B	5.56%
Greenwich	Group B	5.42%
Fairfield	Group B	2.81%

NOTES – Percentages will reset once 2020 Census housing counts are issued.

District Reference Groups are categories created by the State Department of Education based on socio-economic characteristics.

Housing Composition

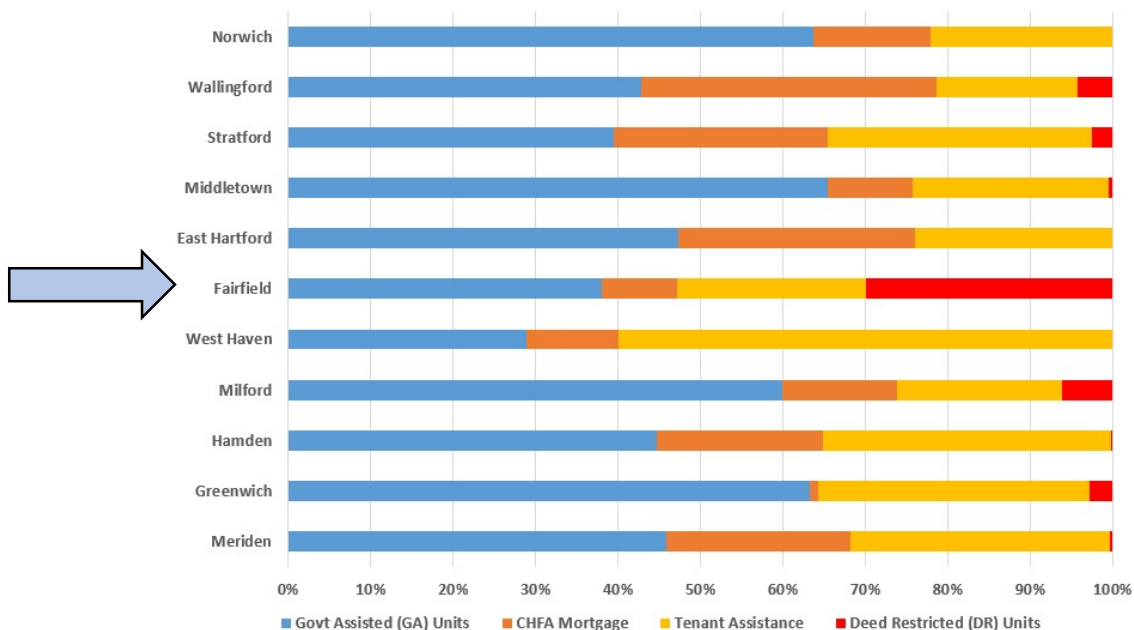
As can be seen from the chart on the bottom of this page, deed-restricted units make up a much larger share of Fairfield's affordable housing inventory than in similarly sized communities.

State-Defined Affordable Housing

The State's 2021 Affordable Housing Appeals List (CGS Section 8-30g) issued in February 2022 recognizes 608 affordable housing units in Fairfield – a gain of 52 units since the year prior report). This represents 2.81% of the housing stock of 21,648 units used in the Appeals List.

- **Assisted Housing (231 units = no change since 2021 report)** – Developments which received government financing predicated on being affordable.
- **Deed-Restricted (182 units = gain of 58 units since 2021 report)** – Units which are deed-restricted to sell or rent at affordable price (may or may not have an expiration date for restrictions).
- **Rental Assistance (139 units = gain of 8 units since 2021 report)** – Financial assistance to qualifying households who then chose to rent housing in Fairfield (unit locations are not disclosed for privacy reasons).
- **CHFA / USDA Mortgages (56 units = loss of 14 units since 2021 report)** – Mortgage financing assistance to qualifying households who then chose to purchase a home in Fairfield (locations are not disclosed for privacy reasons).

Composition of Affordable Housing – Similarly Sized Communities



Jarvis Court (Assisted)
8/8 Units Affordable



15 Pine Tree Lane (8-30g)
50/50 Units Affordable



Parish Court (Assisted)
100/100 Units Affordable



1838 Black Rock Turnpike (CDBG)
6/26 Units Affordable



Parkview Commons (Ownership)
22/22 Units Affordable



Owner-Built Housing (Town)
14/14 Units Affordable



665 Commerce Drive (Inclusionary)
11/101 Units Affordable



333 Unquowa Road
9/90 Units Affordable



1675 Post Road (8-30g)
4/13 Units Affordable



130 Fairchild Avenue (8-30g)
27/54 Units Affordable



1645 Black Rock Turnpike (8-30g)
9/29 Units Affordable



8 Bloomfield Drive (8-30g)
3/9 Units Affordable



Moratorium Progress

With affordable housing developments currently under construction and in the pipeline, it is anticipated that Fairfield may be eligible for its first moratorium in 2023.

It is significant to note that there are additional units in various stages of development and so it may be possible for the Town to obtain future moratoria based on the number of units already in the pipeline:

Attaining 10% Threshold

The Affordable Housing Committee recognizes that it may not be possible for Fairfield to reach the 10% affordable housing threshold.

To maintain 1,643 affordable units, Fairfield would need to add at least 41 units per year over the next 40 years and then continue beyond to replace the deed-restricted units expiring each year.

2.2. Fairfield Should Manage Its Future

Since 1989, Connecticut has had the Affordable Housing Appeals Procedure (codified as CGS Section 8-30g). Communities are subject to this procedure if less than 10 percent of the housing stock meets the State criteria for “affordable housing”.

As of 2022, about 2.8% of Fairfield’s housing stock met the State criteria and so the procedure applies to Fairfield. In communities subject to the Procedure, a qualifying development containing affordable units does not have to comply with local zoning regulations and can only be denied if public health or safety is materially affected. If a qualifying affordable housing development is denied, the burden of proof is on the Town to justify the reasons for the denial.

Fairfield would not be subject to the Affordable Housing Appeals Procedure if it were to produce sufficient affordable housing units to obtain:

- One or more four-year moratoria (based on housing unit equivalent points (HUEP) equal to 2% of the housing stock), and/or
- An exemption (based on having at least 10% of the housing stock meeting State criteria.

Approach	Requirement	Current Status
Four-Year Moratorium	Accumulating at least 440 “ <u>housing unit equivalent points</u> ” (HUEP) for units created since 1990 (an amount equal to 2% of the Census housing count)	Fairfield may have accumulated approximately 390 HUEP and would need 50 more HUEP to achieve a four-year moratorium
Exemption	Having at least 2,199 State-recognized affordable <u>units</u> (10% of the Census housing count)	Fairfield has 608 State-defined affordable units and would need 1,591 more units to become exempt

It is important to note that, if Fairfield does not create affordable units at the same pace as market-rate construction, Fairfield will fall further and further behind on the 10% affordable housing percentage.

2.3. The POCD Recommends Addressing Housing Needs

The Plan of Conservation and Development (POCD) is an advisory document which helps guide the physical development of a community. It is also used to provide guidance and support for zoning regulation changes and capital spending. The Town of Fairfield's most recent POCD (2016) which is currently being updated by the Town Plan and Zoning Commission contains the following recommendations:

1. [Provide] Housing opportunities to people of all ages, creeds, races, incomes and physical disabilities;
2. [Provide] Diversification of housing accommodations for the many individual desires of our population;
3. [Provide] Continuation of community initiatives to provide and promote housing opportunities;
4. [Provide] Housing for low and moderate-income families, as needed, within current infrastructure constraints. Apartment development should relate to facilities for shopping, transportation, school, recreation, and parks;
5. [Provide] Housing for senior citizens to include innovative and supportive options, such as assisted living;

2016 POCD

Town Plan of Conservation and Development



Town Plan and Zoning Commission
Adopted November 15, 2016

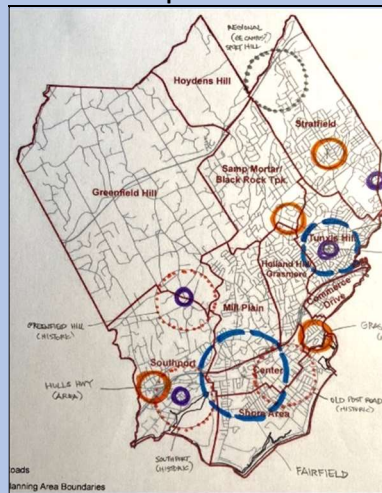
Section 3.3 of the 2016 POCD addresses housing-related topics.

1979 POCD And Centers

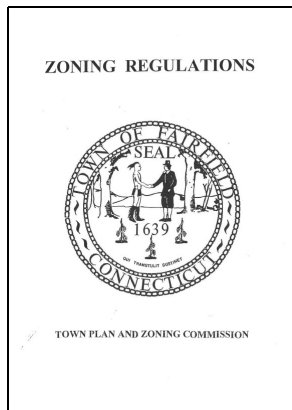
Fairfield's 2016 POCD used a "planning area" approach which looked at 11 areas defined based on location, historic development, and characteristics. On the other hand, the 1979 POCD used a "centers" approach recognizing different types of centers in Fairfield.

A basic concept of the plan is the idea of centers which contain a high diversification and concentration of activities. ... Guidelines would be developed for future center activities based on their intensity, arrangement and relationship to the existing centers.

Centers Concept In 1979 POCD



The concept of centers (or "nodes") can help reinforce overall community structure and can enhance "sense of place." Integrating the concept of "nodes" within the updated POCD might help provide some guidance for housing options.



Residential Districts:

Zone	Min. Lot Size (SF)
AAA	87,120
AA	43,560
R-3	20,000
R-2	14,000
A	9,375
B	6,000
C	5,000
Beach	9,375

2.4. The Zoning Regulations Make Provision For Affordable Housing

The Zoning Regulations contain rules which apply to development proposals. Excerpts from the **Zoning Regulations with provisions relevant to housing** are presented below:

1. All residential districts in Fairfield allow for single-family development.
2. The Residence B and Residence C zones allow for two-family to four-family buildings (on lots at least 150% of the minimum lot size).
3. Accessory dwelling units are permitted on residential properties in accordance with certain standards.

4. Multi-family residential development may occur in the Design Residence District through a two-step process:

- Zone change from a Residence district to the Design Residence District
- Special Permit for the specific development plan

Minimum parcel area, maximum density, parcel location, building coverage, and/or floor area ratio provisions may limit the usability of the Design Residence District regulation. Per Section 25.0 of the Regulations, any multi-family development of 10 or more units *is required to* set aside at least 10% of the units as below market rate units. A developer may seek up to a 50% increase in density (housing units / acre) by setting-aside at least 20% of the units as below market rate housing.

5. Mixed-use development (business and residential uses in the same building) is allowed by Special Permit in Business Design Districts and the Commerce Drive Area Design District in accordance with certain standards.
6. Special provisions for housing (including affordable housing) are contained in the:
 - Transit-Oriented Development Park (possible sub-part of the Commerce Drive Area Design District)
 - Transportation/Commercial Park (possible sub-part of the Designed Industrial District)
7. Fairfield has enacted an inclusionary zoning fee which requires payment into the Housing Trust Fund for any new construction and/or additions for all types of uses (residential, commercial, academic, institutional, etc.) excluding those developments that otherwise contribute to the Town's affording housing inventory.

2.5. Survey Participant Are Supportive Of Housing Strategies

As part of preparing this Affordable Housing Plan, the Affordable Housing Committee conducted an on-line survey in June and July of 2021. Overall, 1,167 responses were received. Participants expressed support for a number of housing strategies (listed by percent agreeing with statement):

Statement	% Agree	% Unsure	% Disagree
1. Fairfield should support mixed use buildings along main travel corridors with ground floor business uses and residential uses above.	64%	9%	25%
2. Fairfield should help the Housing Authority find ways to build more units to address the needs of lower income elderly / disabled persons.	63%	10%	26%
3. Fairfield should support additional housing in transit-oriented locations (near train stations and bus lines).	60%	9%	31%
4. Fairfield should seek to guide new types of housing to areas where water and sewer services are available.	56%	23%	21%
5. Fairfield should continue efforts to guide the design of multifamily housing in Fairfield.	54%	13%	33%
6. Fairfield should help the Housing Authority find ways to build more units to address the needs of lower income families.	49%	11%	39%
7. Fairfield should consider allowing detached accessory dwelling units in more larger lot single-family areas than just the 2+ acre zones where allowed today.	45%	19%	36%
8. Fairfield should allow existing single-family detached homes to be converted into two-family homes.	29%	14%	57%

When asked about their perception of housing needs:

- Participants were more supportive of housing options for older persons.
- Participants were less supportive of housing affordable to lower-income people and families.

Overview Of Participants

Survey participants came from all parts of Fairfield.

Most survey participants:

1. Owned their current residence (90%).
2. Lived in a single-family home at the time of the survey (85%).
3. Were Caucasian (70%) although 23% preferred not to answer.
4. Had lived in Fairfield for 20 or more years (61%).
5. Were female (59%).
6. Felt that housing affordability might be an issue for them in the future (51%).

The largest groups of participants:

7. Were people aged 35 to 54 (38%).
8. Lived in a household of two people (34%).
9. Earned \$200,000 or more per year (24%) although 27% preferred not to answer this question.

Significantly:

10. About one-quarter of participants earned \$100,000 per year or less.
11. About 38% of participants considered themselves housing cost-burdened.

3.0 VISION

The Affordable Housing Committee believes that Fairfield would benefit from:

- Additional affordable housing units specifically, and
- Additional housing options and choices in general.

Fairfield can become an even stronger community by:

- Diversifying its housing portfolio to include affordable housing units specifically and additional housing options and choices in general, and
- Taking control of its future by making regulatory changes to guide affordable housing (and housing choices) to locations and with designs that enhance the overall community and the “sense of place” rather than being subject to the Affordable Housing Appeals Procedure.

The overall goal of this Affordable Housing Plan is:

OVERALL GOALS

The goals of the 2022-27 Affordable Housing Plan are:

- ***Accumulate enough “housing equivalency points” over the next five years to qualify for at least one four-year moratorium under CGS Section 8-30g, so the Town is better able to plan where and what types of housing are developed, and***
- ***Provide a broadened range of housing options and potential locations to address the growing housing needs of Town residents.***

This approach continues the efforts first recognized in the 1988 Affordable Housing Plan for Fairfield and the 2014 Plan entitled “*Diversifying Fairfield’s Housing Portfolio – Taking Control Of Our Future.*” Fairfield wants to provide for an adequate number of affordable housing units in appropriate locations within the community and with appropriate design.

4.0 HOUSING STRATEGIES

4.1. TIER 1 STRATEGIES (Highest Impact)

1. Increase The Affordability Set-Aside Requirements

Actively engage with the Town Plan and Zoning (TPZ) Commission to increase the affordability set-aside requirements (perhaps to 15% or higher) in all zoning districts.

Goal = Produce 50 new additional affordable units over 5-year period.

The number of deed-restricted affordable housing units in Fairfield can be increased by increasing the number of units which are required to be set-aside as part of a new development.

A set-aside of 10% or less does not allow Fairfield to move forward in terms of its affordable housing percentage relative to the State threshold. In fact, each housing unit built without a set-aside puts Fairfield further behind in terms of meeting the 10% CGS 8-30g threshold. A set-aside greater than 10% would allow Fairfield to do more to meet the need for affordable housing. Some communities already require a percentage of deed-restricted units greater than 10%. A set-aside of 20% was the standard promulgated by the State as part of the incentive housing zone program (CGS 8-13m).

The set-aside could be tied to density incentives. The set-aside percentage could be higher for larger projects.

This strategy could be an early work item as part of the planned update of the Zoning Regulations.

Leader / Partner	
a. Encourage the Town Plan and Zoning Commission to modify the Zoning Regulations to increase the affordable housing set-aside requirement.	TPZ AHC

Current / Possible Set-Aside Requirements

Zoning Approach	Reference	Current Set-Aside	Possible Set-Aside
DRD	ZR Section 10.6	20%	20%
TODD (DRD)	ZR Section 10.18	10%	15-20%
TOD Park (CDADD)	ZR Section 13.14	10%	15-20%
T/C Park (DID)	ZR Section 21.16	12%	15-20%
Special Permit	ZR Section 25.7	10%	15-20%
FOR REFERENCE:			
Incentive Housing Program	20% as per CGS 8-13m		20%
AH Appeals Procedure	CGS -8-30g		30%

This strategy could be an early work item as part of the planned update of the Zoning Regulations.

2. Review/Amend The Designed Residence District (DRD) Zone Regulations

Actively engage with TPZ to review/amend the Designed Residence District (DRD) zone regulations to increase its ability to provide housing options, increase the number of affordable housing units, and enable smaller housing developments, where appropriate, and increase housing options overall.

Goal = Produce 100 new units including 20 new affordable units over 5-year period.

Since the late 1950s, the Designed Residence District (DRD) has been in use in Fairfield and this section of the Regulations has resulted in the construction of hundreds of units of housing which help diversify the housing choices and options in Fairfield.

Then, in 1988, the parameters of the DRD zone were modified to increase the parcel size required and reduce the density allowed. Ironically, this occurred at the time that Fairfield adopted its first affordable housing plan.

With the addition of set-aside requirements for developments larger than 10 units in 2015, DRD developments have also been a way to increase the number of deed-restricted housing units in Fairfield.

However, there are some provisions in the DRD regulations which may inhibit its potential to provide housing options in general and affordable housing in particular. The DRD regulations should be reviewed to see how they can be revised to accomplish these objectives.

Some (or all) of these modifications could be allowed in:

- *all situations (increasing housing choices) or*
- *only when deed-restricted units are provided (increasing affordable units)*

Leader / Partner	
a. Actively engage with the Town Plan and Zoning Commission to revise the Design Residence Zone (Section 10 of the Zoning Regulations) to enhance its ability to: <ul style="list-style-type: none"> • increase the number of affordable housing units in Fairfield, and/or • increase the diversity of housing options in Fairfield 	TPZ

POSSIBLE OPTIONS FOR THE DESIGN RESIDENCE DISTRICT

Some possible options for the Design Residence District are summarized below:

1. **Reduce The Minimum Parcel Size Requirement for a DRD** - The number of deed-restricted affordable housing units can be increased by enabling the DRD to be applied on smaller parcels than the current parcel requirements.
2. **Increase The Maximum Density Limitation In Some Or All Areas** - At the present time, Section 10.6.8 of the Zoning Regulations varies the maximum density in a DRD Development depending on the pre-existing zone. The density limits in the DRD zone could be recalibrated (density increase for rezoning to DRD, and another bonus if some units are deed-restricted as affordable).
3. **Require That Deed-Restricted Units Be Provided** - At the present time, the DRD Zone provides a density bonus if a developer chooses to deed-restrict at least 20% of the units as affordable. This optional approach could be converted to a requirement that deed-restricted units be provided (the maximum density limitation might be adjusted to reflect this change – such as a 25% density bonus of 10% of the units are deed-restricted as affordable).
4. **Enable Smaller Units By Focusing on Floor Area Rather Than Density** - Another option to consider may be to allow/encourage the creation of smaller units by focusing more on the total amount of floor area created rather than the density of units/acre. This might allow for buildings to be divided up into smaller units to better meet the needs of people downsizing, seeking starter housing, or other situations.
5. **Allow DRD development in certain locations by Special Permit only** - Multi-family development could be allowed by Special Permit only (no zone change required):
 - Where public water and public sewer exist, and
 - For properties on or near arterial roads or collector streets, and
 - In locations within areas to be identified in the POCD (such as where a walkable, mixed-use, pedestrian friendly area with a sense of place could be strengthened, enhanced, or created)
6. **Revisit Other DRD Provisions** - Various provisions in Sections 10.6 could be reviewed relative to the site-specific nature of some provisions. Since other building configurations might better meet housing needs (and the TPZ retains Special Permit approval authority), the regulatory review might also consider:
 - Eliminating the limitation of no more than four units in one building
 - Eliminating the requirement for direct exterior access for each unit (since an interior corridor with weather protection may be appropriate in some cases)
 - Modifying some building coverage limitations
 - Modifying some building floor area limitations

3. Support the Fairfield Housing Authority

Support the Fairfield Housing Authority in their work to create additional affordable housing units.

Goal = Produce 50 new additional affordable units over 5-year period.

Assisted housing is housing which receives financial assistance under any governmental program for the construction or substantial rehabilitation of low- and moderate-income housing. Each development (or phase) is generally focused on:

- *Elderly and/or disabled persons, or*
- *Families.*

Assisted housing can be especially important for Fairfield since it generally:

- *Focuses on lower income levels than can addressed as part of “set-aside” programs, and/or*
- *Includes a larger percentage of affordable units.*

The Fairfield Housing Authority (an independent organization affiliated with the Town) has a strong track record of creating and managing assisted housing units and can help create additional assisted housing units.

		Leader / Partner
a.	Help the Housing Authority obtain land for future assisted housing units.	Town FHA
b.	Update the inventory of town-owned land / facilities to identify opportunities to create assisted housing units.	AHC
c.	Seek other opportunities (CTDOT, tax foreclosure, etc.) to obtain land for future assisted housing units.	AHC
d.	Help the Housing Authority assemble funding from a variety of sources for assisted housing units.	Town FHA
e.	Help the Housing Authority receive land use and other approvals for assisted housing units.	Town FHA

Pine Tree Lane



Jarvis Court



Greenfield Commons



4. Establish / Strengthen Design Guidelines And Locational Guidelines

Engage/advise TPZ to establish / strengthen design guidelines and locational guidelines for multi-family housing, mixed-use development, and other housing options to optimally support greater housing flexibility and opportunity.

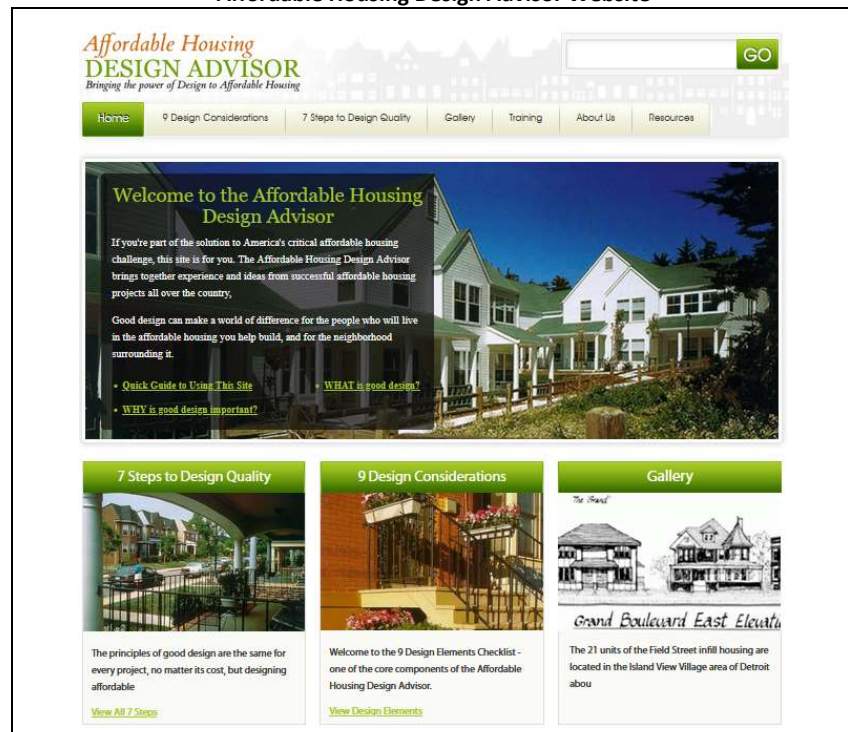
Goal = More attractive design that better fits in with neighboring uses.

Design Guidelines

Fairfield's 2014 Affordable Housing Plan recognized that the design of higher density development was important to its assimilation and acceptance in the community. The survey conducted as part of preparing this Affordable Housing Plan confirmed that.

Leader / Partner	
a. Find ways to establish design guidelines for multi-family housing and mixed-use development (such as a "visual preference exercise", State-prepared pattern book (due in 2023), or other approach(es).	TPZ
b. Incorporate design guidelines for multi-family housing and mixed-use development into the Zoning Regulations.	TPZ

Affordable Housing Design Advisor Website



Illustrative Design Guidelines for Workforce Housing (Simsbury CT)

Illustrative WHOZ Design Guidelines – Duplex / Townhouse Dwellings

Favorable Design Treatments

Duplex Dwellings



Townhouse Dwellings



Unfavorable Design Treatments



Design Elements Which Are Encouraged / Required

- 2.0 to 2.5 story buildings (or as appropriate to site context)
- Articulated forms and facades and materials
- Good architectural details (porches, eaves, shutters, columns, dormers, chimneys, trim, etc.)
- Well proportioned facades
- Good building materials
- Pitched roofs
- Windows with vertical proportions
- Strong relationship to street / sidewalk
- Parking on-street or behind buildings
- Single-family appearance for duplex buildings
- Entrances face the street

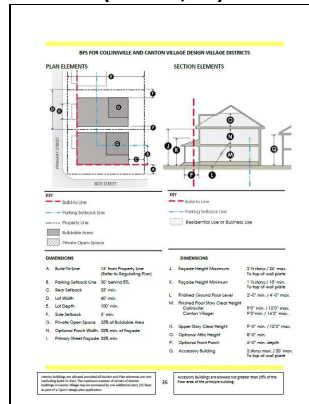
Discouraged Elements

- 1.0 story buildings
- Monolithic forms
- Overly repetitive forms
- Monotonous materials
- Flat facades
- Limited architectural detailing
- Plain facades
- Flatter roofs
- Windows with horizontal proportions
- Weak relationship to street / sidewalk
- Dominant garages / parking
- Entrances face parking areas

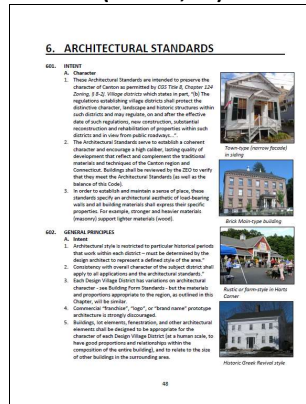
Pattern Book (Norfolk, VA)



Form-Based Code (Canton, CT)



Appearance Standards (Canton, CT)



Location Guidelines

Fairfield has an overall community structure based on existing development patterns, natural resource constraints, road and transit infrastructure, water and sewer infrastructure, and other factors.

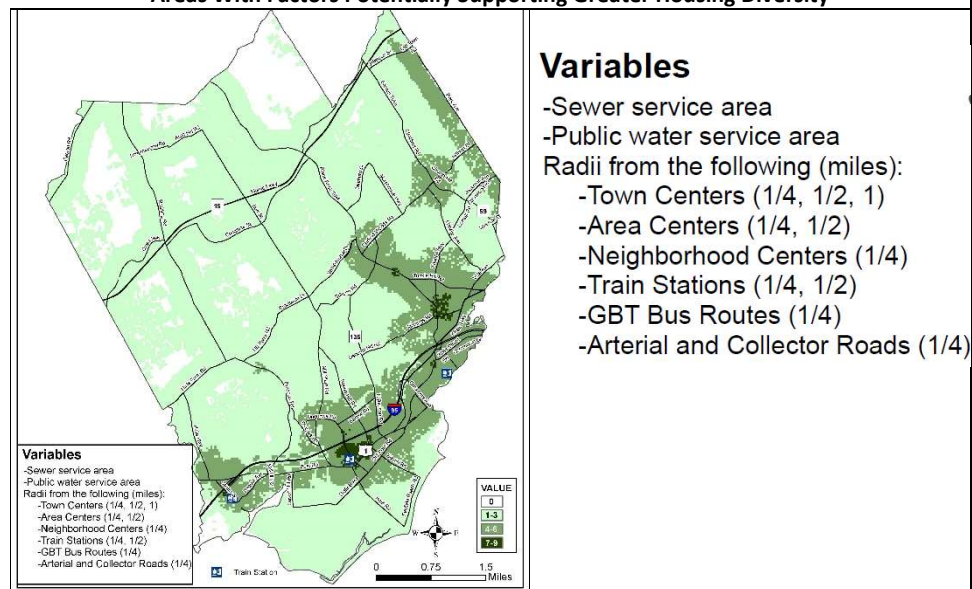
Fairfield can enhance its overall “sense of place” by providing for additional housing opportunities consistent with this overall structure. Fairfield can:

- *Strengthen / reinforce existing “nodes”*
- *Promote walkability in and near those nodes*
- *Promote mobility / accessibility near train stations, near bus routes, and along arterial / collector roads*

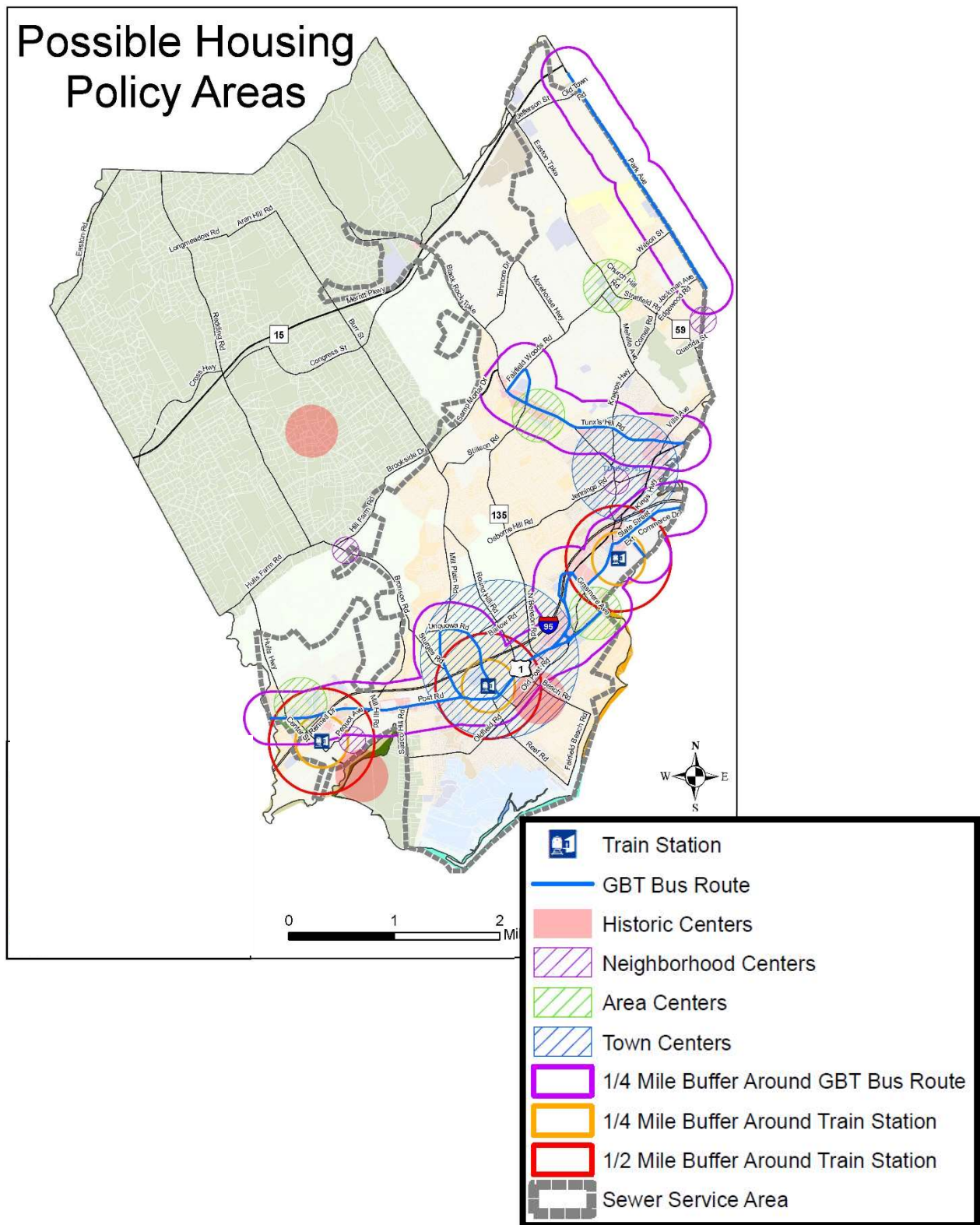
Guiding multi-family and mixed-use development to these areas can help Fairfield address housing needs in ways consistent with Connecticut’s “Responsible Growth” Principles (as per CGS 8-23).

Leader / Partner	
a. Find ways to guide the location of multi-family housing and mixed-use development.	TPZ
b. Incorporate guidance regarding the location of multi-family housing and mixed-use development into the: <ul style="list-style-type: none"> • Updated Zoning Regulations, and • Updated Plan of Conservation and Development. 	TPZ

Areas With Factors Potentially Supporting Greater Housing Diversity



Possible Housing Policy Areas



4.2. TIER 2 STRATEGIES (Moderate / High Impact)

1. Increase The Term Of The Affordable Housing Set-Aside Requirements

Engage with TPZ to amend Zoning Regulations to increase the term of the affordable housing set-aside requirements beyond the State minimum of 40 years.

Goal = Reduce / minimize the loss of existing/future affordable units to market prices as deed restrictions expire, thereby requiring additional affordable housing to be built.

State statutes provide that units be deed-restricted for at least 40 years if they are to count to the AH Appeals list or be part of an 8-30g development. However, when affordability restrictions expire, the unit is no longer available to meet affordable housing needs and another unit would need to be added to replace it. Fairfield could increase the length of time that affordable units are subject to deed restrictions by:

- Extending the affordability period in all instances to “for so long as the building or development exists or 40 years, whichever is longer”
- OR
- Requiring automatic renewals for successive 40-year periods unless the Town:
 - Accepts a payment to the Housing Trust Fund in lieu of such renewal
 - Releases the restriction

Leader / Partner	
a. Amend the Zoning Regulations to increase the term of the affordable housing set-aside requirement in all instances.	TPZ AHC

Zoning Approach	Reference	Current Affordability Term
DRD	ZR Section 10.6 / 10.17	At least 40 years
TODD (DRD)	ZR Section 10.18	For so long as the building or development exists
TOD Park (CDADD)	ZR Section 13.14	For so long as the building or development exists
T/C Park (DID)	ZR Section 21.16	For so long as the building or development exists but in no case for less than 40 years
Special Permit	ZR Section 25.7 (cross references to 10.17)	At least 40 years
FOR REFERENCE:		
AH Appeals Procedure	CGS -8-30g	At least 40 years

2. Expand Ways To Deed-Restrict Additional Existing Housing Units

Expand ways to deed-restrict additional existing housing units so that they become State- recognized affordable housing.

Goal = Earn 50 additional housing unit equivalent points over 5-year period.

While many people feel creation of affordable housing involves construction of new housing units, it can also include deed restricting existing units.

Fairfield already has a land bank / cooperative purchase program for income-eligible households whereby the Town purchases and owns the land (leases back to the homebuyer for nominal fee), and affordability restrictions are filed on the land records. This program might be expanded in the future as opportunities arise.

In addition, Fairfield uses Community Development Block Grant (CDBG) funds it receives annually from the Federal government to fund rehabilitation of housing units occupied by low- and moderate-income households in exchange for deed restrictions.

Possible additional programs include:

- *Buying local houses and/or condominiums and deed-restricting those units ("buy local")*
- *Allowing existing units in Fairfield to be acquired and deed-restricted by a developer as a way to meet the set-aside requirement for a new development (subject to review and acceptance by the Town)*
- *Tax-related programs to help the conversion of existing housing to deed-restricted units:*
 - *Tax credits – A subtraction of a set amount from a tax liability.*
 - *Tax abatements – Fixing property assessment (CGS 12-65b)*
 - *Tax abatements – Abatement of tax payment (CGS 8-215) eligible for State reimbursement (CGS 8-216)*

Fairfield Examples

Over the years, the Town has been creative at supporting the development of affordable housing with a variety of tools:

- Sullivan / McKinney (property lease, seed capital, tax abatement)
- Greenfield / Nordstrand (Town-property, sweat-equity)
- Grella (property lease, infrastructure assistance)
- Granville (property purchase, ground lease, right to repurchase, tax phase-in)
- Parkview Commons (property purchase, deed-restrict, redevelop)

Leader / Partner	
a. Explore ways to deed restrict existing housing units so that they become State-recognized affordable housing.	AHC
b. Continue to use CDBG funds to renovate/rehabilitate existing housing units / developments in exchange for deed restrictions on affordability.	AHC DCED

3. Identify Ways To Allow More Types Of Housing In More Areas

Identify ways to allow more types of housing in more areas (e.g., “middle housing”).

Goal = Increase housing options and produce 50 additional affordable units over 5-year period.

The Fairfield Zoning Regulations currently allow:

- *Two-family dwellings in the Residence B and Residence C zones on larger lots than required for a single-family dwelling*
- *Three- and four-family dwellings in the Residence C zone on larger lots than required for a single-family dwelling*

This type of housing is sometimes called “middle housing” since it sits in-between:

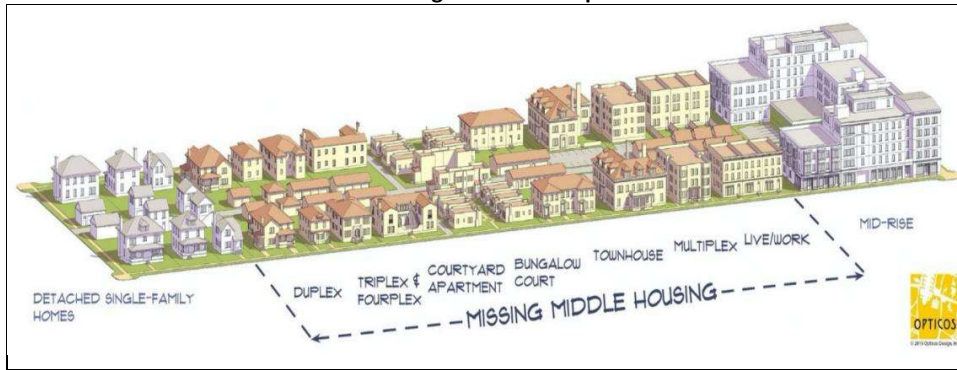
- *Single family detached housing at one side of the housing spectrum, and*
- *Larger scale multi-family developments at the other side of the housing spectrum.*

Additional housing options and choices could be facilitated (whether some of the units are deed-restricted as affordable or not) by:

- *Allowing an increase in floor area for mixed use developments*
- *Removing the percentage limitation on residential floor area to building floor area in mixed use developments*
- *Removing the limitation on the number of stories devoted to residential use in mixed use developments*
- *Tax increment financing (a tool which can be used to redirect increases in real estate taxes from developments into infrastructure improvements, etc.)*
- *Tax incentive programs,*
- *Public-private partnerships, and*
- *Similar programs.*

Leader / Partner	
a. Investigate ways to provide opportunities for “middle” housing – whether deed-restricted or not – as part of the planned update of the Zoning Regulations.	TPZ
b. Investigate ways to expand opportunities for mixed-use development in business zones – whether deed-restricted or not – as part of the planned update of the Zoning Regulations.	TPZ

Missing Middle Concept

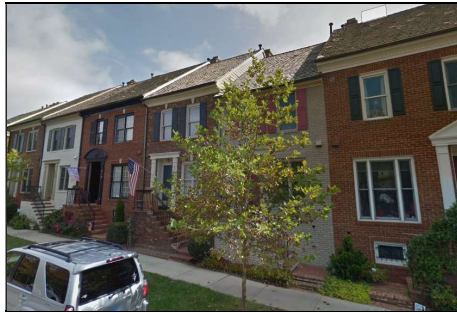


Opticos Design

Cottage Courts / Pocket Neighborhood



Streetfront Townhouses



Courtyard Buildings



Mixed Use Buildings



Model Deed Restrictions

In addition, there may be certain situations related to foreclosure or other financial proceedings where a deed restriction might be eliminated and the deed-restricted unit would revert to market price. The Town should have an opportunity to participate in such proceedings in order to protect their interests in providing for and retaining affordable housing units.

4.3. KEY SUPPORTING ACTIONS

1. Create A Town Staff Position To Oversee Implementation

Create a Town staff position to oversee the implementation of the Affordable Housing Plan.

Goal = To support existing Staff and enhance implementation of this and future Affordable Housing Plans.

Affordable housing will continue to require more and more attention and direction by the Town. In the future, the implementation of this Plan, providing support to housing related entities, and preparing the next Affordable Housing Plan will require additional resources.

Leader / Partner	
a. Create a Town staff position to oversee the implementation of the Affordable Housing Plan.	BOS

2. Update Standard Documents For Deed-Restricted Housing Developments

Update standard documents for deed-restricted housing developments (including housing affordability planning and standard deed restrictions).

Goal = To standardize provisions for management of affordable housing developments and avoid losing existing/future affordable units (as deed restrictions expire or through mismanagement), thereby requiring Town to build additional housing.

Fairfield should maintain (and require use of) standard state-of-the-art documents for the management and retention of deed-restricted developments (housing affordability plan, deed restrictions, etc.). In addition, requested deviations from the standard plan would need to be specifically requested by the applicant and specifically approved by the Affordable Housing Committee (AHC).

Leader / Partner	
a. Review and update the Standard Housing Affordability Plan.	AHC DCED
b. Review and update the standard deed restriction.	AHC DCED
c. Amend the Zoning Regulations to require submission of (and adherence to) standard documents unless specifically requested by the applicant and specifically approved by the Town Plan and Zoning Commission based on input from the Affordable Housing Committee.	TPZ AHC

3. Require An Administrator Approved By The Town

Require that any deed-restricted development have an administrator approved by the Town.

Goal = Ensure that buyers and renters are eligible, verify sale prices and rental rates, document occupancy.

Administration of a housing affordability plan requires someone who is qualified for, experienced at, and capable of performing the important income verification and price determination functions independent of the participants in the transaction.

Fairfield should require use of an approved administrator (including the Department of Community and Economic Development, Housing Authority, or other qualified entity) as the overseer/administrator of the affordability plan to ensure that it is correctly administered and implemented and that any annual reports are accurately prepared and submitted on a timely basis.

Leader / Partner	
a. Incorporate a requirement into the Town's Standard Housing Affordability Plan for the administrator (or any change in the administrator) be approved by the Affordable Housing Committee.	AHC
b. Incorporate a requirement into the Town's Standard Housing Affordability Plan for the administrator to submit annual reports to the Town of Fairfield attesting to compliance.	AHC

4. Develop Guidelines For The Housing Trust Fund

Develop guidelines for the Housing Trust Fund.

Goal = Enable the Housing Trust Fund to be enhanced and deployed for maximum impact.

In 2018, Fairfield created a Housing Trust Fund and the Town Plan and Zoning Commission enacted an inclusionary zoning fee as part of any zoning permit. The Fund also provides a place to deposit additional moneys from grants and other sources to help support the creation and maintenance of affordable housing units.

Leader / Partner	
a. Develop guidelines / priorities for how the Housing Trust Fund will be deployed to achieve the greatest benefits.	AHC

5.0 IMPLEMENTATION

Implementation is the most important outcome of preparing this Affordable Housing Plan. Since the State legislation requires that this Affordable Housing Plan be updated every five years, it is focused on implementation and strategies to be implemented in the next five years.

The “Housing Strategies” chapter of this Plan identifies leaders and partners involved in implementing each of the strategies. Leaders will be the main entity responsible for implementing the strategy. Partners are other entities that will likely be involved.

The Affordable Housing Committee looks forward to collaborating with TPZ and other Town bodies to implement these strategies.



SOME KEY HOUSING TERMS

8-30g - A reference to the Affordable Housing Appeals Procedure established by the State of Connecticut. See CGS Section 8-30g et seq. See *"Affordable Housing Appeals Procedure"*)

ACCESSORY APARTMENT – A separate dwelling unit that:

- is located on the same lot as a principal dwelling unit of greater square footage,
- has cooking facilities, and
- complies with or is otherwise exempt from any applicable building code, fire code and health and safety regulations;

ACCESSORY APARTMENT, AFFORDABLE - An accessory apartment that is subject to binding recorded deeds which contain covenants or 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;

ACCESSORY DWELLING UNIT – Another term for an accessory apartment. See *"Accessory Apartment"*

AFFORDABLE HOUSING - Housing for which persons and families pay thirty per cent or less of their annual income, where such income is less than or equal to 805 of the area median income. (See CGS Section 8-39a)

AFFORDABLE HOUSING APPEALS PROCEDURE – As codified in CGS 8-30g, a series of procedures that developers, municipalities, and courts must follow with regard to a proposed affordable housing development with regard to:

- What constitutes an application.
- How such application is to be processed,
- A developer appeal of a decision by a local board or commission to reject such an application or approve such application with restrictions that would have a substantially adverse impact on the viability of the project.
- The "burden of proof" shifting to the municipality with regard to proving that:
 - The decision was necessary to protect substantial public interests in health, safety, or other matters the municipality may legally consider;
 - The public interests clearly outweigh the need for affordable housing; and
 - Such public interests cannot be protected by reasonable changes to the affordable housing development.

AFFORDABLE HOUSING DEVELOPMENT - As used in CGS 8-30g, a proposed housing development which is (A) assisted housing, or (B) a set-aside development. See CGS Section 8-30g et seq.

ANNUAL INCOME - In general, the adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual federal annual income tax purposes.

AREA MEDIAN INCOME (AMI) - An "average" annual income for an area as determined by HUD which is used to calculate eligibility for certain affordable housing programs.

AS OF RIGHT – 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;

ASSISTED HOUSING - As used in CGS 8-30g, housing which is receiving, or will receive, financial assistance under any governmental program for the construction or substantial rehabilitation of low- and moderate-income housing, and any housing occupied by persons receiving rental assistance.

CGS - Connecticut General Statutes

COTTAGE CLUSTER - A grouping of at least four detached housing units, or live work units, per acre that are located around a common open area.

COTTAGE COURT - A group of small, detached structures arranged around a shared court visible from the street. Structures of less than 2 stories are oriented primarily to the shared court with automobile access to the side and/or rear.

COURTYARD BUILDING - A detached structure consisting of multiple side-by-side and/or stacked dwelling units oriented around a courtyard or series of courtyards which are generally open to the street. Building height can vary based on location / context but may be up to 3.5-stories.

DUPLEX (also called Two-Family) – A detached structure that consists of two dwelling units arranged side-by-side or one above the other. This type has the appearance of a small-to-medium single-unit house of up to 2.5 stories.

FAMILY – People related by blood, adoption, marriage, civil union, etc.

FOURPLEX - A detached structure with the appearance of a medium-sized single-unit house which contains four dwelling units, two on the ground floor and two above, with shared or individual entries from the street.

HOUSEHOLD - All the people who occupy a housing unit.

HOUSING UNIT EQUIVALENT POINTS – A system created by the Legislature (see CGS Section 8-30g) whereby points are attained for different types of housing units newly created since 1990.

Housing Unit Equivalent Points

Housing Type	HUEP If Rented	HUEP If Owned
Family Units Affordable @ 40% AMI	2.50	2.00
Family Units Affordable @ 60% AMI	2.00	1.50
Family Units Affordable @ 80% AMI	1.50	1.00
Elderly Units Affordable @ 80% AMI	0.50	0.50
Market Rate Units In Set-Aside Development	0.25	0.25
Family Units In An Approved Incentive Housing Development	0.25	0.25
Mobile Manufactured Home In A Resident-Owned MMH Park		
MMH Units Affordable @ 60% AMI	2.00	2.00
MMH Units Affordable @ 80% AMI	1.50	1.50
Other Units In A Resident-Owned MMH Park	0.25	0.25
Potential Bonus Points		
Elderly Units (If at least 60% of the units submitted as part of the moratorium application are family units)	0.50	0.50
3-Bedroom Units	0.25	0.25

INCENTIVE HOUSING ZONE - A zone established to promote the creation of affordable housing. See CGS Section 8-13m et seq.

INCLUSIONARY ZONING - Municipal regulations which make some provision for housing affordable to people with low to moderate incomes as part of new development approvals – either in terms of establishment of units, a fee-in-lieu-of-units, and/or other approaches. Programs can be mandatory (required) or voluntary (incentivized). In the absence of such provisions, affordable housing may not be created due to municipal intent, builder choice, neighborhood opposition, financing practices, and/or other factors.

LIVE-WORK UNIT - An attached or detached structure consisting of one dwelling unit above or behind a ground floor space that can accommodate a range of non-residential use. The residential unit and flex space have separate outside entrances but are connected internally and maintain a firewall-separation.

MEDIAN - A numerical value used to describe an overall dataset where one half of the values in the dataset are above the median value and one half are below.

MEDIAN INCOME - As used in CGS 8-30g, after adjustments for family size, the lesser of the state median income or the area median income for the area in which the municipality containing the affordable housing development is located, as determined by the United States Department of Housing and Urban Development.

MIDDLE HOUSING - Duplexes, triplexes, quadplexes, cottage clusters and townhouses.

MISSING MIDDLE HOUSING – Housing types which fit in the middle between single-family dwellings and larger multi-family developments (such as duplexes, fourplexes, cottage courts, and multiplexes). Missing middle housing generally contains fewer than 8 units but may contain more units in more urban settings. The buildings are typically “house-scale” to fit into existing neighborhoods. They can be more naturally affordable than other housing types and can also support walkability, locally-serving retail, and public transportation.

MIXED-USE BUILDING – See mixed use development.

MIXED-USE DEVELOPMENT - A development containing both residential and nonresidential uses in any single building.

MULTI-PLEX - A detached structure that consists of 5 to 12 dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street. This 2 to 2.5-story structure has the appearance of a medium-to-large single-unit house.

SET-ASIDE DEVELOPMENT - As used in CGS 8-30g, a development in which not less than thirty per cent of the dwelling units will be conveyed by deeds containing covenants or restrictions which shall require that, for at least forty years after the initial occupation of the proposed development, such dwelling units shall 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 their annual income, where such income is less than or equal to eighty per cent of the median income. In a set-aside development, of the dwelling units conveyed by deeds containing covenants or restrictions, a number of dwelling units equal to not less than fifteen per cent of all dwelling units in the development shall be sold or rented to persons and families whose income is less than or equal to sixty per cent of the median income and the remainder of the dwelling units conveyed by deeds containing covenants or restrictions shall be sold or rented to persons and families whose income is less than or equal to eighty per cent of the median income.

SINGLE-FAMILY – A detached structure that consists of one dwelling unit.

TRIPLEX - A detached structure that consists of 3 dwelling units typically stacked on top of each other on consecutive floors, with one entry for the ground floor unit and a shared entry for the units above.

TOWNHOUSE - 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.

TOWNHOUSE - A unit placed side-by-side with other units within a multi-unit structure and having no other units above or below.

TOWNHOUSE, STREETFRONT - A townhouse placed in close proximity to a public or private street or courtyard with the entry to the unit on the narrow end of the unit. The street façades have entrances and avoid garages.

TWO-FAMILY – See “Duplex”

ACKNOWLEDGEMENTS

Affordable Housing Committee

Stephen Grathwohl	<i>Chair</i>
Gwynne M. Alperovich	<i>From 12/21</i>
Janice Bouloubasis	<i>From 1/22</i>
Joanne Csonka	
Heather Dubrosky	
Urb Leimkuhler	<i>From 3/22</i>
Ana Cristina Velez	<i>From 1/22</i>
Carolyn W. Makover	<i>To 2/22</i>
Nancy Lyons	<i>To 1/22</i>
Cindy Sammarco	<i>To 1/22</i>

Town Of Fairfield Staff

Mark S. Barnhart	<i>Dir. of Community and Economic Dev.</i>
Jim Wendt, AICP	<i>Planning Director</i>
Emmeline Harrigan, AICP	<i>Assistant Planning Director</i>

Additional Assistance

Robert Ellwanger	<i>Fairfield Senior Advocates</i>
Gretchen Goethner	<i>AHC Recording Secretary</i>

Professional Assistance

Glenn Chalder, AICP	<i>Planimetrics, Inc.</i>
---------------------	---------------------------



ACKNOWLEDGEMENTS (continued)

Town Plan and Zoning Commission

Thomas B. Noonan	<i>Chair</i>
Lenny Braman	<i>Vice Chair</i>
Meg Francis	<i>Secretary</i>

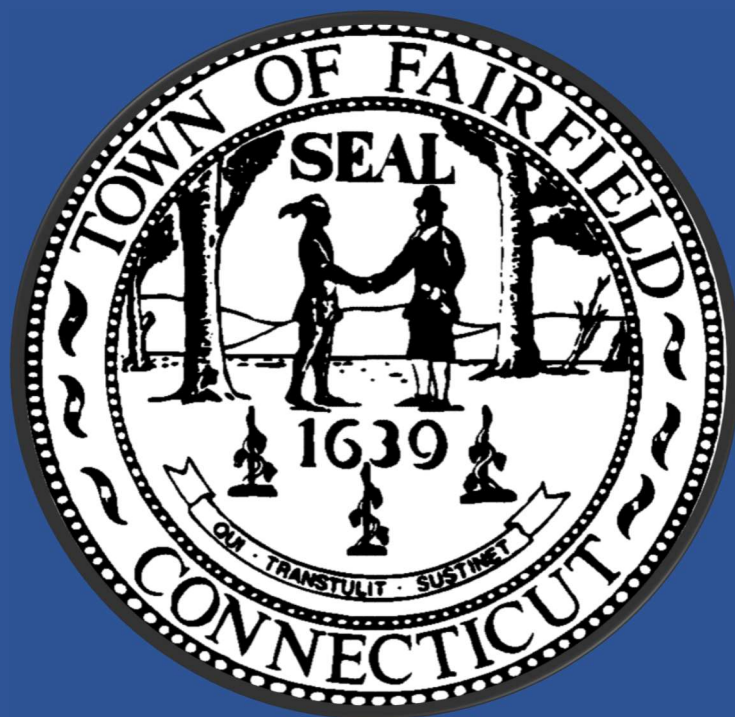
Kathryn L. Braun
Daniel C. Ford
Alexis P. Harrison
Steven A. Levy

Fredda C. Gordon	<i>Alternate</i>
Sarah Keitt	<i>Alternate</i>
Steven Leahy	<i>Alternate</i>

Board of Selectmen

Brenda L. Kupchick	<i>First Selectwoman</i>
Thomas M. Flynn	
Nancy E. Lefkowitz	

Legend of Acronyms Used For Leaders / Partners	
AHC	Affordable Housing Committee
DCED	Department of Community And Economic Development
FHA	Fairfield Housing Authority
PZD	Planning and Zoning Department
Town	Town Boards, Agencies, and Organizations
TPZ	Town Plan and Zoning Commission



SUPPLEMENTAL RESOLUTION

WHEREAS, the Town of Fairfield (the “Town”) has adopted at the request of the Water Pollution Control Authority (“WPCA”) a Resolution entitled “A RESOLUTION APPROPRIATING \$2,400,000 FOR THE COSTS OF THE EAST TRUNK WETLANDS CROSSING PROJECT AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION” (the “Resolution”); and

WHEREAS, the Resolution appropriated \$2,400,000 for costs associated with the East Trunk Wetlands Crossing Project (the “Project”) and authorized the issuance of bonds (the “Bonds”); and

WHEREAS, while the Town is liable for the debt service on the Bonds, for internal accounting purposes, it is appropriate that the costs of the Project including debt service on the Bonds (the “Costs”) be allocated to the WPCA; and

WHEREAS, the Town’s WPCA has agreed to pay for the costs of the Project and the debt service on the Bonds authorized by the Resolution.

RESOLVED,

That the debt service on the Bonds as it becomes due shall be paid by the WPCA from its own funds and the obligation of the WPCA shall be set forth in a memorandum of understanding with the Town satisfactory to the Board of Selectmen.

East Trunk Wetlands crossing

Project cost estimate – 2,400,000

Town Share – None

1. BACKGROUND – The wetland crossing refers to the pipe that connects the East Trunk line through the new Metro Center train station to the East Trunk line on Kenwood Avenue. The Wetlands pipe is a 33-inch pipe connecting the 36-inch pipe on each side of the wetlands. The current configuration causes flows to bottleneck during heavy rain events and will not handle additional flows from future developments. .
2. PURPOSE – To replace the existing 33-inch pipe with a new 36-inch pipe to alleviate restrictions
3. DETAILED DESCRIPTION OF PROPOSAL – The pipe will be replaced with new 36-inch pipe that will connect the existing East Trunk line together in a smooth and unimpeded manner.
4. RELIABILITY OF COST ESTIMATE – Cost on a scale of 1- 10, reliability is seven. Material costs have escalated and DB Engineering is investigating alternatives to conventional open trench pipe replacement.
5. INCREASED EFFICIENCY AND PRODDUCTIVITY – Removing the restriction will increase the flow rate at high flow times and allow additional sewer hook-ups
6. ADDITIONAL LONG RANGE COST – None
7. ADDITIONAL USE OR DEMAND ON EXISTING FACILITIES – None
8. ALTERNATES TO THIS REQUEST – Leaving 33-inch pipe will essentially block any expansion at the Metro Center.
9. SAFETY AND LOSS CONTROL – Replacing the pipe will allow expansion at Metro Center, increasing revenue to the Town.
10. ENVIROMENTAL CONSIDERATIONS – Soil borings have been taken to ascertain ground make-up and possible contaminants.
11. INSURANCE – Contractors will carry the necessary insurance per the Town of Fairfield requirements.
12. FUNDING – WPCA fund balance.
13. OTHER CONSIDERATIONS – None
14. APPROVALS -
WPCF – TBD
BOS – TBD
BOF – TBD
RTM - TBD

Fairfield Public Schools

FY 2021 - 2022

Third Quarter Financial Report as of March 31, 2022

Summary

Overall, we are projecting a minor surplus of \$432,200, representing about 0.23% of the overall education budget. This assumes that the schools spend the full balance of the school accounts, all full-time staff remain employed until year end, the insurance trends as is with no major life event changes, the remaining contracts in special education are billed, and that we have a small balance in support expenses. The main driver for the balance is the net result of higher than anticipated attrition, including a greater number of retirees, as well as vacant positions mainly in the paraeducator title. This results in a balance in the insurance accounts, as well. The surplus in personnel and benefits offsets the need in special education. There are minor additional balances in support expense (lower than projected employee reimbursed tuition, magnet school tuition) and operations, mainly due to lower projected electricity usage. This will be refined as we receive the final quarter bills.

Personnel Services

The Personnel category includes all full and part time staff, to include substitutes, extracurricular staffing, and interns. The staffing projection accounts for all steps and anticipated changes (such as degree changes and union settlements). Staffing is projected at current staff levels plus an assumption about vacancies. The balance in personnel services of \$1,391,018 is mainly due to the staff replacement category (attrition).

Fixed Charges

The largest cost of the fixed costs, health insurance, is based on single, two-person and family rates, and depends on the election for each employee. Staff turnover and life events will alter costs. This is monitored on a monthly basis and will be reported each quarter. With the current vacancies the projected balance is estimated at \$1,035,933.

Pupil Personnel Expenses

All special education costs are included in this category except for salaries and capital. The projection includes all anticipated outplacement costs and settlement agreements, related service needs, and the projected corresponding revenues - Medicaid, Excess Cost, and IDEA funds. The initial excess cost reimbursement, which will be received in February, is based on service costs filed in December. The SPED expense balance of (\$3,072,872) is due to higher than predicted need for services, including settlements, outplacements, nursing and evaluations.

School Expenses

These expenditures support instruction and activities at the building level and include supplies, materials, textbooks, copying, sports and other activities. We are currently projecting that schools will utilize the full budget with the exception of copying, which is the source of the \$26,564 balance.

Support Expenses

Program implementation centrally funded instructional programs, non-special education tuition and central support operations are included here. There is \$242,687 projected savings in this category, mainly due to lower than anticipated payment for tuition to the magnet schools, based on the 10/1 enrollment. The prior estimate did not include the anticipated billing; this is reflected here. In addition, there were products budgeted for remote learning that will not require purchase, as well as \$11,341 in copier charges that will be saved based on lower usage. The lower usage is reflected in the upcoming FY2022-23 budget.

Maintenance/Operation/Transportation

Nearly \$4.4 million is budgeted in this category for utilities, but we typically hold this flat until we receive the first winter heating bills. As of the end of Q3 we had only received invoices through February, and the heating season is current. Electric and heating generation rates were budgeted at contractual rates for the entire fiscal year. However, the contract was discontinued in January and the distribution and transportation charges for these utilities are not contracted and remain variable as is usage. This will be updated in the Q4 report; any surpluses will be utilized to offset other gaps within maintenance, if needed.apital

The largest portion of the capital budget is for technology equipment, and almost 85% of that budget has been expended. There is an additional \$390,000 budgeted for school and department equipment replacement which is expended based on need, however, the majority of equipment purchases are deferred until the spring and are being purchased now.

Submitted: May 5, 2022

Courtney LeBorious

Fairfield Public Schools Statement of Account
Fiscal Year 2021-2022 by Major Classification, Balances as of 3/31/2022 (SUMMARY)

	A	B	C	E	F	G	H	I	J
<u>Projected Balance</u>	Q1	Q2	Q3	Q4	Transfers	Year End	Approp. as Adopted	Transfers	Approp. as Amended
Personnel Services	454,335	1,389,796	1,391,018				119,368,059	30,324	119,398,383
Fixed Charges	361,052	746,524	1,035,933				33,157,777	-	33,157,777
Pupil Personnel	(2,289,760)	(2,879,319)	(2,537,099)				15,113,836	-	15,113,836
School Expense	41,525	24,447	26,564				2,655,623	(716)	2,654,907
Support Expense	314,049	101,246	242,687				4,618,003	(37,215)	4,580,788
Maint/Oper/Trans	196,835	224,557	292,618				15,628,054	2,100	15,630,154
Capital	41,280	392,749	(19,521)				1,542,868	5,507	1,548,375
<u>Total</u>	(880,683)	0	432,200	-	-	-	192,084,220	-	192,084,220

	A	B	C	E	F	G	H	I	J
<u>Unencumbered Balance</u>	Q1	Q2	Q3	Q4	Transfers	Year End	Approp. as Adopted	Transfers	Approp. as Amended
Personnel Services	5,962,233	4,043,138	2,477,974				119,368,059	30,324	119,398,383
Fixed Charges	23,071,028	15,542,489	7,793,867				33,157,777	-	33,157,777
Pupil Personnel	(2,445,761)	(6,124,984)	(2,351,585)				15,113,836	-	15,113,836
School Expense	1,821,134	1,276,077	611,048				2,655,623	(716)	2,654,907
Support Expense	1,895,237	1,248,538	669,677				4,618,003	(37,215)	4,580,788
Maint/Oper/Trans	6,120,072	4,196,353	2,213,867				15,628,054	2,100	15,630,154
Capital	686,756	523,699	230,509				1,542,868	5,507	1,548,375
<u>Total</u>	37,110,697	20,705,308	11,645,357	-	-	-	192,084,220	-	192,084,220

**Statement of Account
Fairfield Public Schools
Fiscal Year 2021-2022**

Summary by Major Classification, Balances as of 3/31/2022 Q3 Projection

MAJOR CLASSIFICATION		BUDGET 2021-2021	PROJECTED (a/o 9/30/2021)	PROJECTED (a/o 1/6/2022)	PROJECTED (a/o 03/29/2022)	Comments
PERSONNEL SERVICES						
1	Salaries / Staff Replacement	114,169,495	571,797	1,270,486	1,341,572	PER
2	Substitutes (Includes Clerical Subs)	1,649,833	(125,021)		(89,769)	PER
3	Sped Substitutes	332,150	(11,740)		120,502	PER
4	Degree Changes	54,694	20,423	20,567	54,694	PER
5	Custodial OT	400,000	-	-	-	PER
6	Interns	346,800	144,927	116,700	110,428	PER
7	Sped Summer Scl Sal / Clerical Ext / Interns	390,000	(127,969)	(25,722)	(102,802)	PER
8	Cmnty, Dept Liais/Mentor/Securit /Extra Cur	1,722,092	(25,847)	-	(30,462)	PER
9	Wage & Benefit	333,319	7,765	7,765	(13,145)	PER
10	Total Personnel Services	\$ 119,398,383	\$ 454,335	\$ 1,389,796	\$ 1,391,018	
FIXED CHARGES						
11	Life Insurance / Disability	296,620	11,645	9,524	10,293	BEN
12	Health Insurance	27,855,714	292,875	670,000	992,560	BEN
13	FICA / Medicare	2,749,348	16,532	(3,000)	3,019	BEN
14	Pension/401(a)	2,256,095	40,000	70,000	30,061	BEN
15	Total Fixed Charges	\$ 33,157,777	\$ 361,052	\$ 746,524	\$ 1,035,933	
PUPIL PERSONNEL EXPENSES						
16	SPED Expenses	10,730,369	(2,499,191)	(3,181,670)	(3,072,872)	SPED
17	Trans - Bus Aide	772,058	16,407	16,407	16,407	SPED
18	Trans - Contract	3,313,242	90,110	183,030	460,225	SPED
19	Trans - Summer School	298,167	102,914	102,914	59,141	SPED
20	Total Pupil Personnel Expenses	\$ 15,113,836	\$ (2,289,760)	\$ (2,879,319)	\$ (2,537,099)	
SCHOOL EXPENSES						
21	School Balances	2,404,036	-	-	-	SCLE
22	Sch Copying / Inst Supp & Copying	250,871	41,525	24,447	26,564	SCLE
23	Total School Expenses	\$ 2,654,907	\$ 41,525	\$ 24,447	\$ 26,564	
SUPPORT EXPENSES						
24	Prof Growth Tuition & Other HR Accounts	268,870	-	-	83,146	HR
25	BOE Dues and Fees/NEASC	22,078	-	-	-	HR
26	Legal Business Svcs	530,000	-	-	(525)	HR
27	Tech Software - Instructional / Info Mngt	1,580,271	31,272	31,471	35,282	TECH
28	Tech Supplies - District	98,125	0	0	(0)	TECH
29	Magnet School Tuition	346,250	270,129	51,041	51,041	OTH
30	Postage /Copying /Med Supp Bus Sv Office Supp /Records / Info Svcs Printing/CED Tuition/Athletic Training/Inst Supp	262,084	26,264	11,341	17,312	SSRV
31	Security Purchase Expense	247,112	(14,526)	-	(8,330)	MNT
32	Instrl Services - Matls / PD / Prgm Asses	1,186,773	1,159	5,142	61,561	INS
33	Bus Sv - Prof Mtg Reim /Dues & Fees /Pub & Rsrch	14,150	(250)	2,250	3,200	MNT
34	BOE Svc/Ex Adm	22,488	-	-	-	OTH
35	Total Support Expenses	\$ 4,578,201	\$ 314,049	\$ 101,246	\$ 242,687	

**Statement of Account
Fairfield Public Schools
Fiscal Year 2021-2022**

Summary by Major Classification, Balances as of 3/31/2022 Q3 Projection

MAJOR CLASSIFICATION		BUDGET 2021-2021	PROJECTED (a/o 9/30/2021)	PROJECTED (a/o 1/6/2022)	PROJECTED (a/o 03/29/2022)	Comments
MAINT / OPS / TRANS						
36	Tech System & Equip Maint / Svc Contract / Infrastructure	1,038,923	60,001	60,000	-	TECH
37	Tech Training	40,830	-	-	20,594	TECH
38	Pupil Trans - Contract	4,840,094	12,000	27,545	28,539	GET
39	Pupil Trans - VOAG, Vo-Tech and Magnet Schools	265,255	-	38,824	824	GET
40	Pupil Trans - Other Contracted Charges	176,125	-	(6,497)	17,253	GET
41	Maintenance Service Accounts	4,781,902	121,898	104,979	21,660	MNT
42	Travel Expense/Mtg Reimbursement					OTH
43	Equipment Repair - Schools	57,695	2,936	(294)	1,223	SSRV
44	Telephone	44,400	-	-	-	TECH
45	Electric	2,862,944	-	-	156,000	UTL
46	Commercial Gas/Heat	1,335,386	-	-	25,000	UTL
47	Water	186,600	-	-	21,525	UTL
48	Total Main/ Ops /Transport	\$ 15,630,154	\$ 196,835	\$ 224,557	\$ 292,618	
CAPITAL OUTLAY						
49	Special Ed Equipment	75,673	-	(3,011)	(3,941)	SPED
50	Technology Equipment	1,163,127	-	225,000	0	TECH
51	School Equipment	252,162	21,280	150,760	1	SSRV
52	Oper Plant & Equip / Risk Management	60,000	20,000	20,000	(15,581)	MNT
53	Total Capital Outlay	\$ 1,550,962	\$ 41,280	\$ 392,749	\$ (19,521)	
54	TOTAL	\$ 192,084,220	\$ (880,683)	\$ 0	\$ 432,200	0.23%

Statement of Account
Fairfield Public Schools
Fiscal Year 2021-2022
Summary by Major Classification, Balances as of 3/31/2022 Q3 Projection

MAJOR CLASSIFICATION	BUDGET 2021-2021	PROJECTED (a/o 9/30/2021)	PROJECTED (a/o 1/6/2022)	PROJECTED (a/o 03/29/2022)	Comments
55 Personnel Services	\$ 119,398,383	\$ 454,335	\$ 1,389,796	\$ 1,391,018	PER
56 SPED	\$ 10,806,042	\$ (2,499,191)	\$ (3,184,681)	\$ (3,076,813)	SPED
57 SPED Transportation	\$ 4,383,467	\$ 209,431	\$ 302,351	\$ 535,773	SPED
58 General Education Transportation	\$ 5,281,474	\$ 12,000	\$ 59,872	\$ 46,616	GET
59 Technology	\$ 3,965,676	\$ 91,274	\$ 316,472	\$ 55,876	TECH
60 Maintenance	\$ 5,103,164	\$ 127,122	\$ 127,229	\$ 950	MNT
61 Human Resources	\$ 798,870	\$ -	\$ -	\$ 82,621	HR
62 School Services	\$ 571,941	\$ 50,480	\$ 161,807	\$ 18,536	SSRV
63 Utilities	\$ 4,384,930	\$ -	\$ -	\$ 202,525	UTL
64 Instruction	\$ 1,186,773	\$ 1,159	\$ 5,142	\$ 61,561	INS
65 School Balances (Includes copying)	\$ 2,654,907	\$ 41,525	\$ 24,447	\$ 26,564	SCLE
66 Fixed Charges	\$ 33,157,777	\$ 361,052	\$ 746,524	\$ 1,035,933	BEN
67 All Other Accounts	\$ 390,816	\$ 270,129	\$ 51,041	\$ 51,041	OTH
68 TOTAL	\$ 192,084,220	\$ (880,683)	\$ 0	\$ 432,200	

FAIRFIELD BOARD OF EDUCATION AGENDA ITEM

For Consideration by the Board of Education at the Meeting of: May 10, 2022

Prepared By: Dr. Zakia Parrish, Executive Director of Operations & Processes

Presented By: Dr. Zakia Parrish

Attachments: 2022-2023 Elementary Enrollment Report (as of May 2, 2022)

Subject: 2022-2023 Elementary Enrollment Report (as of May 2, 2022)

Relation to District Improvement Plan: This is the enrollment report for grades K-5, as of May 2, 2022, for the 2022-2023 school year.

Background:

The current enrollment in grades K-5 reflect 221 fewer students than the projection. During the 2020-2021 school year, kindergarten enrollment increased by over 200 students between May and September, which were 487 and 724 students, respectively. There are 3 classes currently at the class size threshold:

- One kindergarten class at Riverfield
- One grade two class at Dwight
- One grade 3 class at Jennings

Additionally, there are six elementary schools who need fewer sections than what was budgeted:

- Dwight: one section in kindergarten
- Jennings: one section - one in kindergarten
- McKinley: three sections - two in kindergarten and one in grade 3
- Mill Hill: one section in kindergarten
- Riverfield: one section in in kindergarten
- Stratfield: one section in in kindergarten

Status: The enrollment will be monitored throughout the summer in order to assess impact on the number of sections needed beyond what was budgeted.

RECOMMENDATION: For review only.

Update provided during May 10th BOE meeting: As of May 9th, Dwight, Jennings, and Mill Hill have two sections of kindergarten. The increase in enrollment over the course of one week has resulted in only five sections fewer than projected versus the eight noted in the May 2nd report.

Elementary Enrollment
2022 - 2023 Projected and Actual Enrollment

Class size: K-2 cap 23. McKinley cap 21
 3-5 cap 25. McKinley cap 23
 May 9, 2022

2022-2023 Projection										2022-2023 Actual										# Sections Changes Budget to Actual
Burr	K	1	2	3	4	5	Total	Avg.	Total # Sections	K	1	2	3	4	5	Total	Avg.	Total # Sections		
	19	21	17	20	19						19	17	20	20	17					
	19	21	17	21	19	24				18	20	17	21	20	17					
	20	21	17	21	20	25				19	20	18	21	21	17					
	58	63	51	62	58	49	341	20.1	17	37	59	52	62	61	51	322	18.9	17	0	
											1 student above class size threshold									
Dwight	K	1	2	3	4	5	Total	Avg.	Total # Sections	K	1	2	3	4	5	Total	Avg.	Total # Sections		
	18	17	22	25	20	23					17	23	23	21	24					
	18	17	22	25	21	24				22	17	23	24	21	25					
	36	34	44	50	41	47	252	21.0	12	22	34	46	47	42	49	240	21.8	11	-1	
	At class size threshold										At class size threshold									
											1 student below class size threshold									
											20.0									

2022-2023 Projection										2022-2023 Actual										# Sections Changes Budget to Actual
Holland Hill	K	1	2	3	4	5	Total	Avg.	Total # Sections	K	1	2	3	4	5	Total	Avg.	Total # Sections		
						17									18					
	19	19	18	17	23	17				18	20	19	18	18	18					
	19	19	19	17	24	20			Math Academy	18	20	20	18	18	20			Math Academy		
	19	19	19	18	24	18				18	21	20	18	19	18					
	57	57	56	52	71	72	365	19.2	19	54	61	59	54	55	74	357	18.8	19	0	
Jennings	K	1	2	3	4	5	Total	Avg.	Total # Sections	K	1	2	3	4	5	Total	Avg.	Total # Sections	# Sections Changes Budget to Actual	
						17														
	21	21	19	17	21	20				12	22	19	25	20	20					
	21	22	19	18	21	20				12	23	19	25	21	20					
	42	43	38	52	42	40	257	19.8	13	24	45	38	50	41	40	238	19.8	12	-1	
	At class size threshold																	1		
	1 student above class size threshold															18.3		13	0	

2022-2023 Projection										2022-2023 Actual									
McKinley	K	1	2	3	4	5	Total	Avg.	Total # Sections	K	1	2	3	4	5	Total	Avg.	Total # Sections	# Sections Changes Budget to Actual
	17	18	20	18	21						16	17		21					
	17	18	20	18	21	20					17	18	22	22	18				
	17	19	20	19	21	20				18	17	18	23	22	18				
	18	19	19	19	21	21				19	17	18	23	22	18				
	69	74	79	74	84	61	441	19.2	23	37	67	71	68	87	54	384	19.2	20	-3
											1 student below class size threshold								
Mill Hill	K	1	2	3	4	5	Total	Avg.	Total # Sections	K	1	2	3	4	5	Total	Avg.	Total # Sections	# Sections Changes Budget to Actual
	19									18									
	19	19	20	18	21	20				18	20	18	21	20					
	19	19	20	18	22	20				22	18	20	18	22	21				
	20	20	21	19	22	21				23	18	20	18	22	21				
	58	77	61	55	65	61	377	19.8	19	45	72	60	54	65	62	358	19.9	18	-1

2022-2023 Projection										2022-2023 Actual									
North Stratfield	K	1	2	3	4	5	Total	Avg.	Total # Sections	K	1	2	3	4	5	Total	Avg.	Total # Sections	# Sections Changes Budget to Actual
		21	19								20	17							
	22	21	19	25	21	24				16	20	18	23	20	23				
	22	21	19	25	21	25				17	20	18	24	20	24				
	22	21	20	25	22	25				17	21	18	24	21	24				
	66	84	77	75	64	74	440	22.0	20	50	81	71	71	61	71	405	20.3	20	0
	At class size threshold								1										
								21.0	21										
Osborn Hill	K	1	2	3	4	5	Total	Avg.	Total # Sections	K	1	2	3	4	5	Total	Avg.	Total # Sections	# Sections Changes Budget to Actual
		19									18								
		20									18								
	21	20	19	23	20	21				22	19	20	24	22	20				
	22	20	20	23	20	21				22	19	20	24	22	21				
	22	20	20	24	20	22				22	19	20	24	23	21				
	65	99	59	70	60	64	417	20.9	20	66	93	60	72	67	62	420	21.0	20	0
										1 student above class size threshold									

2022-2023 Projection										2022-2023 Actual									
Riverfield	K	1	2	3	4	5	Total	Avg.	Total # Sections	K	1	2	3	4	5	Total	Avg.	Total # Sections	# Sections Changes Budget to Actual
		20									19								
	20	20	17	19	20	23					20	16	19	21	23				
	21	21	17	19	21	24				23	20	17	19	21	23				
	21	21	18	20	21	24				23	20	17	19	21	23				
	62	82	52	58	62	71	387	20.4	19	46	79	50	57	63	69	364	20.2	18	-1
										At class size threshold								1	
																	19.2	19	0
Sherman	K	1	2	3	4	5	Total	Avg.	Total # Sections	K	1	2	3	4	5	Total	Avg.	Total # Sections	# Sections Changes Budget to Actual
			18									19							
	20	21	18	22	18	21				16	19	19	22	19	20				
	21	21	19	23	19	21				16	20	19	23	19	20				
	21	21	19	23	19	22				16	20	19	23	20	20				
	62	63	74	68	56	64	387	20.4	19	48	59	76	68	58	60	369	19.4	19	0

2022-2023 Projection										2022-2023 Actual										
Stratfield	K	1	2	3	4	5	Total	Avg.	Total # Sections	K	1	2	3	4	5	Total	Avg.	Total # Sections	# Sections Changes Budget to Actual	
	19	19	17	20	18	17					18	18	20	19	17					
	19	19	18	21	18	17				18	19	19	21	20	17					
	19	19	18	21	18	18				19	19	19	21	20	17					
	57	57	53	62	54	52	335	18.6	18	37	56	56	62	59	51	321	18.9	17	-1	
											1 student above class size threshold									
	632	733	644	678	657	655	3,999			466	706	639	665	659	643	3,778		(221)	Students	

2022-2023 Budget								2022-2023 Actual							
Sections	K	1	2	3	4	5	Total	K	1	2	3	4	5	Total	
	32	37	34	33	32	31	199	25	37	34	31	32	32	191	(8) Net Sections
	0	0	0	2		0	2	1	0	1	1	0	0	3	
	32	37	34	35	32	31	201	26	37	35	32	32	32	194	(7) Net Sections
Potential Changes to Budget Sections								Potential Changes to Budget Sections							
At class size threshold								At class size threshold							

REFUNDS SUBMITTED FOR APPROVAL
5/23/2022

<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>						
TAVERAS MARIBEL & RAMON	2020 01 01058	\$2,475.60				OVERPAID IN ERROR
CORELOGIC CENTRALIZED REF	2020 01 03496	\$4,980.71				OVERPAID IN ERROR
HUSAJ SONILA	2020 01 5540	\$1,663.39				OVERPAID IN ERROR
CORELOGIC CENTRALIZED REF	2020 01 05731	\$848.00				OVERPAID IN ERROR
CORELOGIC CENTRALIZED REF	2020 01 05972	\$4,075.13				PAID IN ERROR-ESCROW PAID
HAAIJER KRISTEN ANN	2020 01 06553	\$5,557.21				PAID IN ERROR-ESCROWING
CORELOGIC CENTRALIZED REF	2020 01 08504	\$1,735.62				OVERPAID IN ERROR
BROWN BRENNAN P	2020 01 10537	\$3,561.43				PAID IN ERROR-ESCROWING
PERMAN MICHAEL & LAINIE	2020 01 10572	\$3,116.66				PAID IN ERROR-ESCROWING
KENNEDY SARRA	2020 01 11373	\$2,313.06				PROPERTY SOLD-PAID IN ERROR
LAMBERT RICHARD G & MARY JO	2020 01 12585	\$4,990.63				PROPERTY SOLD-PAID IN ERROR
MACLEOD KATLYN N	2020 01 13318	\$1,788.51				PAID IN ERROR-ESCROWING
ALLEYNE JAMAR S	2020 01 14175	\$1,953.29				PAID IN ERROR-ESCROWING
KEEGAN TERRENCE W JR	2020 01 17482	\$2,407.02				PAID IN ERROR-ESCROWING
TOTAL		<u>\$41,466.26</u>				
<u>2020 MOTOR VEHICLE</u>						
ACAR LEASING LTD	2020 03 50288	\$219.86				OVERPAID DUE TO ADJUSTMENT
ACAR LEASING LTD	2020 03 50636	\$409.42				OVERPAID DUE TO ADJUSTMENT
BRAKEFIELD GREGORY P	2020 03 54187	\$56.66				OVERPAID DUE TO ADJUSTMENT
CASTELLUCCI GREGG A	2020 03 56057	\$57.87				OVERPAID DUE TO ADJUSTMENT
CEFALU MATTHEW	2020 03 56619	\$194.80	\$ 8.77			OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2020 03 58905	\$185.98				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2020 03 58953	\$806.30				OVERPAID DUE TO ADJUSTMENT
FILLER SARAH D	2020 03 63111	\$144.86	\$ 13.04			OVERPAID DUE TO ADJUSTMENT
FILLER SARAH D	2020 03 63112	\$54.80	\$ 4.95			OVERPAID DUE TO ADJUSTMENT
HARRISON DONALD F	2020 03 67320	\$93.08				OVERPAID IN ERROR
HONDA LEASE TRUST	2020 03 68768	\$27.46				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2020 03 70956	\$472.52				OVERPAID DUE TO ADJUSTMENT
BACCHIOCCHI PATTI	2020 03 85935	\$69.07				OVERPAID DUE TO ADJUSTMENT
SNELGROVE HUBERT	2020 03 88126	\$24.85				OVERPAID IN ERROR
HONDA LEASE TRUST	2020 04 84492	\$220.21				OVERPAID DUE TO ADJUSTMENT
RAE BERNADETTE D	2020 04 87622	\$108.86				OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2020 04 89735	\$200.01				OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$3,346.61</u>	<u>\$ 26.76</u>			
<u>2020 SEWER USE</u>						
CLARKE CURTIS A & KATHLEEN M	2020 08 11919	\$58.09				OVERPAID IN ERROR
SAUERS ROBERT J & ELEANOR W	2020 08 15824	\$125.12				OVERPAID DUE TO ADJUSTMENT
IM DANIEL & JESSICA	2020 08 17868	\$1,652.08				OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$1,835.29</u>				
<u>2019 REAL ESTATE</u>						
COUTINHO PEDRO DE OLIVEIRA	2019 01 03250	\$112.12				OVERPAID IN ERROR
DEMAIO CARLO	2019 01 21833	\$71.22				OVERPAID IN ERROR
TOTAL		<u>\$183.34</u>				
<u>2019 MOTOR VEHICLE</u>						
WALKER BRIAN	2019 03 95948	\$168.24				OVERPAID DUE TO ADJUSTMENT
WALKER BRIAN	2019 03 95949	\$164.49				OVERPAID DUE TO ADJUSTMENT

WALKER BRIAN	2019 03 95950	\$368.50
TOTAL		<u>\$701.23</u>

OVERPAID DUE TO ADJUSTMENT

2019 PERSONAL PROPERTY

BENNETT SERVICE STATION	2019 02 30169	\$522.94
55 WINE BAR AND RESTAURANT	2019 02 30512	\$407.15
BANC OF AMERICA LEASING	2019 02 36284	\$21,597.04
TOTAL		<u>\$22,527.13</u>

OVERPAID IN ERROR
OVERPAID IN ERROR
OVERPAID DUE TO ADJUSTMENT

2018 MOTOR VEHICLE

BALLAS ALEXANDROS G	2018 03 52306	\$108.78	\$ 37.53
BALLAS ALEXANDROS G	2018 04 80469	\$211.13	\$ 63.34
TOTAL		<u>\$319.91</u>	<u>\$ 100.87</u>

OVERPAID IN ERROR
OVERPAID IN ERROR

2018 PERSONAL PROPERTY

THE GRAY GOOSE CAFÉ	2018 02 31106	\$12.69
VAN GORDER STUDIOS INC	2018 02 31826	\$21.14
TENNIS SPOT LLC	2018 02 32415	\$57.06
FAIRFIELD NETWORK SOLUTIONS	2018 02 36124	\$82.25
TOTAL		<u>\$173.14</u>

OVERPAID IN ERROR
OVERPAID IN ERROR
OVERPAID IN ERROR
OVERPAID IN ERROR

TOTAL TAX	\$70,552.91
TOTAL INTEREST	<u>\$127.63</u>
<u>GRAND TOTAL</u>	<u>\$70,680.54</u>