

BOARD OF SELECTMEN SPECIAL MEETING

Tuesday, July 12, 2022

2:00 pm

Via Webex 1 and In Person in the

1st Floor Conference Room, Independence Hall 725 Old Post Road, Fairfield, CT

A recording of this meeting can be found here: https://www.youtube.com/watch?v=sB_qL7AmkOI.

DRAFT MINUTES

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

OTHERS PRESENT: Attorney Steven Mednick, Town Attorney James Baldwin, CRC Commissioner John Wynne, CRC Commissioner Pamela Iacono, FairTV

1. CALL TO ORDER

First Selectwoman Kupchick called the meeting to order at 2:00 pm.

2. PLEDGE OF ALLEGIANCE

First Selectwoman Kupchick led the Pledge of Allegiance.

3. PUBLIC EXECUTIVE SESSION

TO HEAR, CONSIDER AND ACT UPON BOARD OF SELECTMEN RECOMMENDATIONS FOR FURTHER CONSIDERATION BY THE CHARTER REVISION COMMISSION (SEE ATTACHED RESOLUTION)

First Selectwoman Kupchick said that yesterday the BOS finished identifying items to send back to the CRC. She said today, the BOS will review and discuss the draft list of items and then vote on each item to send back to the CRC.

The BOS went through the resolution article by article, and the votes are below. The full and detailed discussion on these items can be accessed through the link to the meeting recording above.

RECOMMENDATIONS TO THE CHARTER REVISION COMMISSION, PURSUANT TO C.G.S. §7-191(b)

WHEREAS, the Charter Revision Commission (hereinafter, "Commission") submitted its draft report to the Town Clerk on June 20, 2022 ("Draft Report"); and,

WHEREAS, the Board of Selectpersons has engaged in public meetings with members of the Commission and has conducted a Public Hearing on the Draft Report in accordance with C.G.S. §7-191(b) and considered and reviewed said Draft Report; and,

WHEREAS, the Board of Selectpersons generally accepts the substantial content of the Draft Report favorably; and,

WHEREAS, pursuant to C.G.S. §7-191(c) the Board of Selectpersons, as the appointing authority of the Charter revisions is authorized to make recommendations to Commission for modifications of the Draft Report; and,

WHEREAS, the Board of Selectpersons does have a number of issues in the Draft Report that should be added, modified or deleted.

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF SELECTPERSONS OF THE TOWN OF FAIRFIELD: That the Charter Revision Commission consider the following recommendations and alterations to its Draft Report:

Item 1: Article I, §1.4: Review Definitions: Including, but not limited to the definitions of “Board and Commission”, “Contract”, “Ordinance” and “Regulation” adding a definition for “Vacancy” and “Appointing Authority” (Article VI, §6.4.A) as well as a general review of the definitions necessary to ensure clarity and consistency.

Selectman Flynn made a motion to approve Item 1. Selectwoman Lefkowitz seconded the motion. The motion carried unanimously.

Regarding the WHEREAS clauses listed above, Selectwoman Lefkowitz made a motion to remove the third WHEREAS clause above “(WHEREAS, the Board of Selectpersons generally accepts the substantial content of the Draft Report favorably; and,)”.

First Selectwoman Kupchick seconded the motion for discussion purposes.

Attorney Mednick explained the meaning of the third WHEREAS.

Regarding the third WHEREAS clause listed above, Selectwoman Lefkowitz made a motion to strike the word “substantial” from the third WHEREAS.

The motion carried unanimously.

Item 2: Article I, §1.4(8): Elected Town Official. Please consider including the RTM within the definition as an Elected Town Official and making modifications throughout the Charter accordingly.

Selectwoman Lefkowitz made a motion to approve Item 2. Selectman Flynn seconded the motion. The motion carried unanimously.

Item 3: Article I, §1.5. Please review “Standards of Conduct” in order to determine whether these provisions should be Ordinances rather than Charter provisions.

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

Selectwoman Lefkowitz said she would like to add a line to the above sentence giving the CRC the ability to modify the Standards of Conduct language so it’s not limited in a binary way and to feel more modern.

First Selectwoman said Standards of Conduct is already in the Charter. Selectwoman Lefkowitz asked if this should be moved from the Charter to ordinance. Town Attorney James Baldwin said the proposed language is verbatim to the existing language in the current Charter. He said it's a question of whether language can be supplemented or improved by ordinance which he said it can. He said it doesn't extinguish RTM's right to add or modify the terms.

Selectman Flynn clarified that this is a vote by the BOS to send back to the CRC to decide if Standards of Conduct should be in the Charter or not and assuming it stays in does the CRC want to change any of the language of the Standards of Conduct in any form.

Selectwoman Lefkowitz feels the Standards of Conduct language can be made more inclusive. Town Attorney Baldwin suggested Selectwoman Lefkowitz give the CRC specifics on what language she would like to see in the Standards of Conduct.

The motion failed unanimously.

Item 4: Article I and Generally. Please review (a) §1.6 "Rules of Order and Civility (general review of provision based on public testimony and comment); (b) §1.7 Open Meetings and Public Records (for redundancy); and (c) Diversity, Equity and Inclusion (whether a standard of Town-wide application can be developed). In furtherance of the discussion on "open meetings" please consider removing the "open meeting" requirement from Article III, §3.4.B. In the alternative establish a public meeting standard that establishes a context under FOIA, including the necessity, from time to time of executive sessions.

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

The motion carried unanimously.

Item 5: Article I, §1.6.C(1). Counsel recommends review order to consider authorizing the RTM to adopt rules which supersede Robert's Rules; in effect utilizing Robert's as a default in the event there is no rule or a rule requiring parliamentary interpretation.

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

Attorney Mednick said the language is redundant and is already in the current Charter.

The motion failed unanimously.

Item 6: Article II, VII and VIII. Please consider reformatting current charts for readability and consistency.

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

Item 7: Article II, §2.3.A(1) and (2), §2.3.C(1)(a) and (b) and throughout the Charter. Please review the necessity of separating the First Selectperson from the Board of Selectpersons.

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

Item 8: Article II, §2.3.B and C.1(c) and Article III, §3.2.A(1)(c). Please review the issue pertaining to the number of RTM members.

Selectman Flynn made a motion to approve Item 8. Selectwoman Lefkowitz seconded the motion.

There was a discussion on keeping the membership at 40, decreasing the number of RTM members and not much supporting documents showing why membership should be decreased.

The motion carried unanimously.

Selectwoman Lefkowitz made a motion to add a recommendation for the CRC to consider allowing the RTM to hire its own outside counsel. There was no second.

Item 9: Article II, §2.6.D. Please review the issue of filling a vacancy on the Board of Selectpersons

First Selectwoman Kupchick made a motion to approve Item 9. Selectwoman Lefkowitz seconded the motion. The motion carried unanimously.

Selectwoman Lefkowitz made a motion to add a recommendation to the CRC to look at the terms of the BOS and the number of members which she thinks should be increased to five. First Selectwoman Kupchick seconded the motion.

The motion failed 1-2-0 (Selectwoman Lefkowitz in favor).

Item 10: Article III, §3.3.G. Please review the issue of defining the role of the Parliamentarian.

Selectwoman Lefkowitz made a motion to approve Item 10. Selectman Flynn seconded the motion. The motion carried unanimously.

Item 11: Article III, §3.6.B. Please review the issue of the time-frame for holding of referenda.

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

Selectwoman Lefkowitz said this is an opportunity to add a line that's more inclusive for the entire community to create longer amount of time for people to get to the polls.

The motion carried unanimously.

Selectwoman Lefkowitz made a motion made a motion to add a review by the CRC of a reapportion of voting districts. Selectman Flynn seconded the motion.

Selectwoman Lefkowitz explained this motion refers to providing clarity to the RTM on that body voting on polling locations and to hear from RTM members on this.

The motion failed 1-2-0 (Selectwoman Lefkowitz in favor).

Item 12: Article IV, §4.2.B(1)(a). Please (a) review the provision pertaining to the approval of Board of Education by the Board of Selectpersons; and (b) consider lowering the threshold from \$100,000 to \$50,000.

Selectwoman Lefkowitz made a motion to approve Item 12. Selectman Flynn seconded the motion.

Selectman Flynn asked if the attorneys and the CRC will make sure any of the language is consistent with State Statute requirements. Attorney Mednick answered yes. Selectwoman Lefkowitz said there is concern around the added level of oversight of the BOE by the executive body on purchasing and contracts and asked that this can be looked at broadly under either Item 12 or Item 13. First Selectwoman Kupchick said that may not be correct and there are two issues here. She clarified there was one issue raised that there is basic language in the existing Charter that states BOE items go through the Town's Purchasing department and another issue regarding additional language relating to State Statutes that were clarified among the attorneys and BOE attorneys. Attorney Baldwin said he will make sure sections pertaining to contracts are consistent with State Statutes.

Selectman Flynn said he respects the separation of the Town and BOE and the Town shouldn't go over the line of the BOE's independence, but at the same time, he stated the Town has a fiduciary responsibility when approving BOE contracts with requested Town funding so nothing falls between the cracks.

The motion carried unanimously.

Item 13: Article IV, §4.3.B(5) and (8). Please review (a) the capital plan issue in sub-par (5) and compare to sub-par (6) for redundancy and coordinate with the budget function in Article IX; and, (b) the staffing issues in sub-par (8).

Selectman Flynn made a motion to approve Item 13. Selectwoman Lefkowitz seconded the motion.

There was a discussion surrounding the timing of reviewing the operating budget and capital planning which led to amendments regarding Items 13 and 24.

Selectwoman Lefkowitz made an amendment to add Item 24 (Item 24: Article IX. Please review the budget timeline) to the discussion on Item 13 and to change the word "staffing" to "reporting" and add sub-par (paragraph) 4 to Item 13. Selectman Flynn seconded the amendment which carried unanimously.

Selectman Flynn made a motion to amend Item 24 to read "Please review the budget and Capital planning timeline". Selectwoman Lefkowitz seconded the amendment which carried unanimously.

The amended motion carried unanimously.

Item 14: Article IV, §4.3.C(3). Please review the "Mediation and Resolution clause in order to achieve clarity of purpose.

Selectwoman Lefkowitz made a motion to approve Item 14. Selectman Flynn seconded the motion and suggested removing the word, "Resolution". The motion carried unanimously.

Item 15: Article IV, §4.3.F: Town Administrator. Please consider: (a) Delineation of duties; (b) Appointment or approval by the Board of Selectpersons; (c) change of title to Chief Administrative Officer. (d) codify reporting obligation to the Board of Selectpersons; or, (d) other ways and means to clarify the role in government.

Selectwoman Lefkowitz made a motion to approve Item 15. Selectman Flynn seconded the motion.

Selectman Flynn made a motion to amend Item 15 by removing “(b) Appointment or approval by the Board of Selectpersons;” and “(d) other ways and means to clarify the role in government.”

Selectwoman Lefkowitz said she will support the amended motion, but wants to be sure her position is clear that the CRC should review this recommendation as written in its entirety for the purposes of conversation and evaluation and to look again at the rationale of having this appointment approved by the Board of Selectpersons.

Selectman Flynn said his rationale in removing these two items is because they are redundant.

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

The amended motion carried unanimously.

Item 16: Article V, §5.2.F and Article VII, §7.17. Please review the elimination of the Constables as elected Officials.

Selectwoman Lefkowitz made a motion to approve Item 16. First Selectwoman Kupchick seconded the motion.

First Selectwoman Kupchick said she doesn't think this should go back to the CRC. She said the Constables deal with sensitive matters and the Probate Court should have a say in who handles the sensitive issues they deal with daily. She said to leave this the way it is. Selectman Flynn said to continue to have Constables who the Probate Court wants to work with.

The motion failed 0-3-0.

Item 17: Article V, §5.5. Please review whether there is a continued role for the Board of Finance on the issue the assessment system?

Selectman Flynn made a motion to approve Item 19. Selectwoman Lefkowitz seconded the motion.

Selectman Flynn said with the advancement in technology, this system is no longer needed and in conflict with what the State is requiring.

The motion failed 1-2-0 (Selectwoman Lefkowitz in favor).

Item 18: Article V, 5.7.B(1). Is there a difference between a Master Plan and POCD?

Selectwoman Lefkowitz made a motion to approve Item 18. Selectman Flynn seconded the motion.

The motion carried unanimously.

Item 19: Article VI, §6.1.A. Please review whether the Elector requirement should attach to the position of Town Attorney.

Selectman Flynn made a motion to approve Item 19. Selectwoman Lefkowitz seconded the motion.

The BOS discussed the Town Attorney not needing to be an elector of the Town. Selectwoman Lefkowitz would like to change language to say “may be” which she stated for the record but wasn’t voted on.

The motion carried unanimously.

Item 20: Article VI, §6.10. Please review whether the Board of Selectperson, by majority vote, may also introduce Ordinances creating Boards and Commissions and clarify the authority of the Board of Selectpersons introduce Ordinances of this nature.

Selectwoman Lefkowitz made a motion to approve Item 20. Selectman Flynn seconded the motion. The motion failed unanimously.

Item 21: Article VII, §7.5. Please review the status of the Town Treasurer.

Selectwoman Lefkowitz made a motion to approve Item 21. Selectman Flynn seconded the motion. The motion failed unanimously.

Selectwoman Lefkowitz made a motion to have the CRC reevaluate the Chief of Staff position as an appointed Town Officer and remove it from the Charter. There was no second.

Selectwoman Lefkowitz made a motion to include as an officer appointed by the Board of Selectpersons a Diversity Equity Inclusion (DEI) Officer. Selectman Flynn said all three of the BOS tried to put this position in this year’s budget, but it was not approved by another town body. First Selectwoman Kupchick said she had included this position in her proposed budget this year, but the Board of Finance didn’t approve it. She said she will continue to try to institute this position in her budget. Selectwoman Lefkowitz said she doesn’t agree with this characterization on how the position not approved was played out. There was no second.

Item 22: Article VIII, §8.16. Please continue to review additional requests from the Board of Library Trustees and CFO.

Selectwoman Lefkowitz made a motion to approve Item 22. Selectman Flynn seconded the motion. The motion carried unanimously.

Item 23: Article IX, §9.1.A. Please consider moving the cooperation provision to Article I.

Selectwoman Lefkowitz made a motion to approve Item 23. Selectman Flynn seconded the motion. The motion carried unanimously.

Item 24: Article IX. Please review the budget timeline.

Item 24 was already discussed along with Item 13.

Item 25: Article IX, §9.3.B. Please re-evaluate the role of the FS as convener of the Joint Meetings.

Selectman Flynn made a motion to approve Item 25. Selectwoman Lefkowitz seconded the motion.

Selectman Flynn made a motion to amend Item 25 to say Joint “Budget” Meetings. Selectwoman Lefkowitz seconded the amendment which carried unanimously. The main motion, as amended, carried unanimously.

Item 26: New. (a) Please consider creating an on-going body to consider government reform measures; (b) Adding a DEI Officer; (c) Addressing Open Space and DEI; (d) DEI Commission.

Selectwoman Lefkowitz made a motion to approve Item 26. First Selectwoman Kupchick seconded the motion.

The motion failed 1-2-0 (Selectwoman Lefkowitz in favor).

Item 27: Generally. Please continue to review and approve (a) all errata, scrivener’s corrections [including, but not limited to Article III, §3.2.A(1)(d) and (e)] and restored language for final approval by the Board of Selectpersons; and, (b) the effective date provisions (Article X, §10.5) in order to facilitate the implementation of any revisions.

Selectwoman Lefkowitz made a motion to approve Item 27. Selectman Flynn seconded the motion. The motion carried unanimously.

Selectwoman Lefkowitz made a motion to see if there was anything in the Charter that hasn’t been discussed, deleted or captured by the deadline. Selectman Flynn seconded the motion. The motion carried unanimously.

Selectwoman Lefkowitz made a motion to review 2.3d and 4.2a. The provisions are consistent. First Selectwoman Kupchick seconded the motion. The motion carried unanimously.

Selectwoman Lefkowitz made a motion to add the term “or the Town” to 4-2,4-c as it was in the old Charter. Selectman Flynn seconded the motion. The motion carried unanimously.

Selectwoman Lefkowitz made a motion to add the term “willing” to the sentence in 4.3b (12). Selectman Flynn seconded the motion. The motion carried unanimously.

Selectwoman Lefkowitz made a motion to add an Item for the CRC to review the role and responsibilities of the Town Attorney. Selectman Flynn seconded the motion. The motion failed 1-2-0 (Selectwoman Lefkowitz in favor).

Selectwoman Lefkowitz made a motion under Town Attorney appointment and qualifications, Section 7.2A, to add “and approved by the Board of Selectmen”.

BE IT FURTHER RESOLVED: That the Board of Selectpersons authorizes the Town Attorney and Counsel to the CRC and Board of Selectpersons to continually review the document for errata and other non-substantive editorial revisions, subject to the approval of the Commission and final review and approval by the Board.

BE IT FURTHER RESOLVED: That the Board of Selectpersons ratifies the filing of the Draft Report to the Town Clerk on June 20, 2022, as consistent with the intent of the Board of Selectpersons as specifically addressed in its proceedings on August 30, 2021, clearly articulated to and understood by the Charter Revision Commission and the public during the first phase of the charter revision process; and, by the resolution in compliance with the statutory obligations set forth under C.G.S. §7-190(b).

Selectwoman Lefkowitz asked if the sentence “BE IT FURTHER RESOLVED: That the Board of Selectpersons authorizes the Town Attorney and Counsel to the CRC and Board of Selectpersons” is needed. She asked if this resolution would still work without this sentence.

Selectwoman Lefkowitz made a motion to remove the last two paragraphs (the BE IT FURTHER RESOLVEDs) to be separated out into their own resolutions. She said she’d have to reject the entire resolution if the resolution’s last two paragraphs are kept in.

Selectwoman Lefkowitz made a motion to strike the last two paragraphs and move them into their own separate resolution. First Selectwoman Kupchick seconded the motion.

Attorney Mednick suggested separating the sections of the resolution into parts A (votes on each article), B (the first “BE IT FURTHER RESOLVED”) & C (the second “BE IT FURTHER RESOLVED”).

Selectman Flynn made a motion to say, “be it resolved the BOS are voting to approve the Items that were approved in Part A. First Selectwoman Kupchick seconded the motion. The motion carried unanimously.

Selectman Flynn made a motion to call the first “BE IT FURTHER RESOLVED” Part B. First Selectwoman Kupchick seconded the motion. The motion carried 2-1-0 (Selectwoman Lefkowitz opposed).

Selectwoman Lefkowitz wanted to state for the record that she did support the recommendations in Part A, but is opposed to the language in Part B.

Selectman Flynn made a motion to call the second “BE IT FURTHER RESOLVED” Part C. First Selectwoman Kupchick seconded the motion. The motion carried 2-1-0 (Selectwoman Lefkowitz opposed).

Selectwoman Lefkowitz said for the record that she is not supporting the second “BE IT FURTHER RESOLVED” because she said it’s a mischaracterization. She said she has no interest in derailing the work of the CRC. Her full comments are on the recording.

The BOS thanked the CRC and the Attorneys for all their hard work. They also thanked the public.

4. ADJOURN

Selectwoman Lefkowitz made a motion to adjourn the meeting at 5:31 pm. Selectman Flynn seconded the motion which carried unanimously.

Respectfully submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN MEETING

Monday, August 1, 2022

4:00 pm Via Webex Only

A recording of this meeting can be found here: [Board of Selectmen 8-1-2022 - YouTube.](#)

DRAFT MINUTES

MEMBERS PRESENT: First Selectwoman Brenda L. Kupchick, Selectman Thomas M. Flynn, Selectwoman Nancy E. Lefkowitz (joined at 4:20 pm)

OTHERS PRESENT: Town Attorney James Baldwin, Community and Economic Director Mark Barnhart, FairTV

1) CALL TO ORDER

First Selectwoman Kupchick called the meeting to order at 4:13 pm.

2) PLEDGE OF ALLEGIANCE

First Selectwoman Kupchick led the Pledge of Allegiance.

3) MINUTES

To consider and act upon the minutes of May 23, 2022, June 13, 2022, June 20, 2022, June 27, 2022, June 29, 2020 (4 pm) and June 29, 2022 (5:30 pm) July 5, 2022, July 11, 2022

Selectman Flynn made a motion to approve the minutes listed in Item 3 as presented. First Selectwoman Kupchick seconded the motion. The motion carried unanimously.

4) RESIGNATION

FairTV Commission

Patrick G. Colligan (R) 415 Ruane Street, term 7/20-7/23
(resigned July 20, 2022)

First Selectwoman Kupchick and Selectman Flynn thanked Mr. Colligan for his service.

5) APPOINTMENT

Land Acquisition Commission – (Alternate to Full

Member) David M. Kanter (D) 11 Myren Street, term
11/21 – 11/25 (to replace Michael D. Widmer (U) whose
term had expired)

Selectman Flynn made a motion to approve the appointment of David Kanter to the Land Acquisition Commission. First Selectwoman Kupchick seconded the motion which carried unanimously.

6) REAPPOINTMENT

Ethics Commission (*requires Unanimous BOS approval & RTM approval*)

Nancy S. Billington (R), 25 Fleming Lane, term 7/22 – 7/24

Selectman Flynn made a motion to approve the reappointment of Nancy Billington to the Ethics Commission. First Selectwoman Kupchick seconded the motion which carried unanimously.

- 7) To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$28,088.28

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

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

There was no new business.

- 9) TOWN ATTORNEY
Executive Session – Pending Litigation – HUD Voluntary Compliance Agreement with Town Attorney James Baldwin

Selectman Flynn made a motion to go into Executive Session at 4:18 pm. First Selectwoman Kupchick seconded the motion which carried unanimously.

Selectwoman Lefkowitz joined the meeting at this time.

Selectman Flynn made a motion to come out of Executive Session at 4:38 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

No votes were taken during Executive Session.

Selectman Flynn made a motion to approve HUD's voluntary compliance agreement as recommended by Town Attorney James Baldwin and Community and Economic Development Director Mark Barnhart. Selectwoman Lefkowitz seconded the motion. The motion carried unanimously.

- 10) Adjourn

Selectwoman Lefkowitz made a motion to adjourn the meeting at 4:39 pm. Selectman Flynn seconded the motion which carried unanimously.

Respectfully submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN SPECIAL MEETING
Thursday, August 11, 2022
4:00 pm
Via Webex 1 and In Person in the
1st Floor Conference Room, Independence
Hall 725 Old Post Road, Fairfield, CT

A recording of this meeting can be found here: <https://www.youtube.com/watch?v=sKBMwKo27SE>.

DRAFT MINUTES

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

OTHERS PRESENT: Attorney Steven Mednick, Town Attorney James Baldwin, Members of the Public, Charter Revision Commission Chair Bryan Cafferelli, FairTV

1) **CALL TO ORDER**

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

2) **PLEDGE OF ALLEGIANCE**

First Selectwoman Kupchick led the Pledge of Allegiance.

3) **TO HEAR, CONSIDER AND ACT UPON THE CHARTER REVISION COMMISSION'S FINAL REPORT APPROVED ON AUGUST 1, 2022 (SEE FINAL REPORT IN BACKUP)**

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

First Selectwoman Kupchick discussed the errata changes which she said were typographical and not substantive. Attorney Mednick also gave a brief summary of the process. He said there were 22 formal meetings and more public hearings than are required. He said the Charter Revision Commission (CRC) listened to the public and changed the course on some items. He said it was a broad-based and comprehensive process. Attorney Mednick then went through the errata that had been corrected in a document he had sent out this afternoon.

After discussion, both Selectpersons Flynn and Lefkowitz withdrew their motions above.

Selectman Flynn made a motion to approve the "WHEREAS" clauses as one item. Selectman Lefkowitz seconded the motion.

Selectman Flynn then read the Resolution of the Fairfield Board of Selectpersons – Recommendations to the Charter Revision Commission, pursuant to C.G.S. §7-191(b).

The motion carried unanimously.

Selectman Flynn made a motion to adopt, “NOW, THEREFORE, BE IT RESOLVED: That the Board of Selectpersons approves the Final Report of the Charter Revision Commission, dated August 3, 2022, in its entirety.” First Selectwoman Kupchick seconded the motion.

After some discussion, Selectwoman Lefkowitz made a motion to remove the first “NOW, THEREFORE” from the document. First Selectwoman Kupchick seconded the motion for discussion only.

After a detailed discussion, (which can be accessed in full by using the above link), the motion failed 1-2-0 (Lefkowitz in favor).

Selectwoman Lefkowitz made a motion to strike 4.3E (Staff) from the Charter. There was no second.

Selectwoman Lefkowitz asked as a Point of Information if the intent of the body was to have a single vote on the Charter or have it broken out in different questions. Town Attorney James Baldwin explained that, legally, he could not answer that as it is the next item on the agenda. There was a long discussion regarding the order of the agenda and Robert’s Rules regarding a Special Meeting. Town Attorney Baldwin explained that the question Selectwoman Lefkowitz had was not able to be answered until it is addressed on the next agenda item.

Selectman Flynn made a motion to take a five-minute break. Selectwoman Lefkowitz seconded the motion.

The meeting broke at 5:16 pm.

Selectman Flynn made a motion to come back into the meeting. Selectwoman Lefkowitz seconded the motion.

The meeting reconvened at 5:21 pm.

Selectwoman Lefkowitz made a motion to table the discussion of the body of the document. There was no second.

Selectwoman Lefkowitz said for the record that it is a disservice by not allowing the discussion of the body of the document and she stands firm to her decision.

The full discussion before the vote is accessible through the recording link.

The motion carried 2-1-0 (Lefkowitz opposed).

4) **TO HEAR, CONSIDER AND ACT UPON THE QUESTION(S) TO APPEAR ON THE NOVEMBER 8, 2022 TOWN OF FAIRFIELD VOTING BALLOT**

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

Selectman Flynn read the resolution which Selectwoman Lefkowitz stated for the record was the first time she was seeing the language in the document.

After a detailed and lengthy discussion, Selectwoman Lefkowitz made a motion to table the vote to a date certain. There was no second.

The discussion continued.

Selectwoman Lefkowitz made a motion to separate motions under the resolve clause. First Selectwoman Kupchick seconded the motion for discussion.

There was a lengthy discussion.

There was another break from 7:40 pm to 7:47 pm. The discussion resumed and then First Selectwoman Kupchick opened the meeting to public comment.

Noah Hendler, 3115 Redding Road – He said he thinks it is important to separate points in the Charter.

Amy Ruggiero, RTM D1, 329 Greenfield Hill Road – She said one question is appropriate and the transparency is as clear as water. She said the controversial items were addressed and compromises were met. She said people will get informed in time for the vote.

Roger Autuori, 1310 Melville Avenue – He said he has seen nothing to support having the constables be appointed as opposed to elected. He said it should be a separate question.

Sarah Matthews, 230 Penfield Road – She said she has watched all the meetings and they are very transparent. She said controversial issues have been removed. She said people will have 60 days to do their homework as it is their civic duty to vote. She said separating out questions has no purpose.

Kathy Braun, 245 Sunnyridge Avenue – She said to wait until next week. She said the BOS has until September 8th to get it on the ballot. She said Question A is an opinion. Ms. Braun gave her opinions on each item in Question A.

Bill Gerber, RTM D2, 25 Shady Hill Road – He said he agrees with Kathy Braun. He said items are significant and worthy of breaking out as separate questions. He said to give the public a chance to weigh in.

Karen McCormack, RTM D2, 305 Winnepogo Drive – She said she watched or attended all meetings and the process was beyond transparent. She said everyone had a chance to weigh in and determine what the document would look like before they vote. She said one question makes the most sense and this should move forward.

Tom McCarthy, 815 Lover's Lane, WPCA Commissioner – He said he echoes what Karen McCormack just said. He said the information has been comprehensive. He said the information is available. He said the ballot should be limited to a single question.

Jill Vergara, RTM D7, 271 Old Post Road – She said the majority of work happened in June, July and August when people are on vacation. She said she thinks questions should be separate to empower the voters.

Bryan Cafferelli, 129 College Place – Former Chair of the Charter Revision

Commission. He said there was a nice article about how the CRC listened and changed controversial items. Mr. Cafferelli said he hoped there would be unity in that passage. He said the CRC didn't start working in June, July or August.

Mr. Cafferelli said the Commission was hard at work from day one. He said he would support confining this to one question as better to be concise and not confuse the voter. He said some voters won't turn the ballot over to see the back and many important questions won't get answered.

Selectwoman Lefkowitz said she appreciates the hard work of the CRC, but it makes her sad and disappointed because she wants to be united.

The vote on Selectwoman Lefkowitz's motion to separate questions on the ballot failed 1-2-0 (Lefkowitz in favor).

After a lengthy discussion about the language in the question, Selectwoman Lefkowitz made a motion to table Item 4 until the regular BOS meeting on August 15, 2022. There was no second.

The original motion to approve Item 4 carried 2-1-0 (Lefkowitz opposed).

Selectwoman Lefkowitz made a motion to take the last two "BE IT FURTHER RESOLVEDs" together. Selectman Flynn seconded the motion. The motion carried unanimously.

Selectwoman Lefkowitz made a motion to approve the whole revised Charter document. Selectman Flynn seconded the motion.

Selectwoman Lefkowitz stated for the record that she will not support this document. She has also requested, for the record, copies of the bills for the Charter Counsel.

The motion carried 2-1-0 (Lefkowitz opposed).

Selectwoman Lefkowitz made a motion to add to the last "BE IT FURTHER RESOLVED," "input and consultation of" Town Attorney. Selectman Flynn seconded the motion. The motion carried unanimously.

Selectman Flynn made a motion to approve the entire document as amended. Selectwoman Lefkowitz seconded the motion. The motion carried unanimously.

5) ADJOURN

Selectwoman Lefkowitz made a motion to adjourn the meeting at 8:14 pm. Selectman Flynn seconded the motion which carried unanimously.

Respectfully submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN SPECIAL MEETING

Wednesday, August 24, 2022

4:00 pm

Via Webex

and

In-Person in the First Floor Conference Room,

Independence Hall, 725 Old Post Road

Fairfield, CT 06824

A recording of this meeting can be found here: <https://www.youtube.com/watch?v=6KpV18Io6EE>.

DRAFT MINUTES

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

MEMBERS ABSENT: Selectwoman Nancy E. Lefkowitz

OTHERS PRESENT: Engineering Manager Bill Hurley, Planning Director James Wendt, Conservation Director Tim Bishop, Community and Economic Development Director Mark Barnhart, Purchasing Director Gerald Foley, Town Attorney James Baldwin, Habitat for Humanity CEO Carolyn Vermont, Habitat for Humanity Director of Construction Kevin Moore, Chief of Staff Jackie Bertolone, FairTV

1) **CALL TO ORDER**

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

2) **PLEDGE OF ALLEGIANCE**

First Selectwoman Kupchick led the Pledge of Allegiance.

3) **PURCHASING AUTHORITY**

To hear, consider and authorize the Purchasing Authority to enter into the proposed contract with GZA Geo Environmental, Inc. to provide a benefit cost analysis for climate resiliency [per RFP #2022-200] for a total fee not to exceed \$29,900.00. Funding for this contract is available through a 100% reimbursable Municipal Resilience Grant Program. Account Number: 10005070-53200-80074.

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

Engineering Manager Bill Hurley explained that this is a contract with GZA which was selected to perform a benefit cost analysis for an area between Sasco Hill Road and Riverside Drive. He said the analysis will determine the Town's eligibility for a FEMA grant which is 100% reimbursable. Town Attorney James Baldwin said there are some items in the contract that will need to be renegotiated.

Selectman Flynn made an amendment to approve Item 3, subject to Attorney Baldwin's final approval of the contract items. First Selectwoman Kupchick seconded the amendment.

The main motion, as amended, carried unanimously.

4) **COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR**

To hear, consider and authorize the First Selectwoman to enter into the proposed Development Agreement with Habitat for Humanity of Coastal Fairfield County, Inc. for the redevelopment of 244 Greenfield Street to create four units of affordable housing in accordance with the Town's Request for Qualifications #2022-141.

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

Community and Economic Development Director Mark Barnhart said Habitat for Humanity of Coastal Fairfield County, Inc. submitted a RFQ to the Town for the redevelopment of 244 Greenfield Street to create four units of affordable housing. Mr. Barnhart recommends the approval of this agreement with Habitat for the redevelopment of the parcel. He said Habitat will lease it from the Town for a nominal fee and will take care of all aspects of this project. He said the project has been discussed with neighbors and there will be continued outreach. Mr. Barnhart said there will be two duplex units which are similar to other properties in the neighborhood and within the local zoning laws.

The motion carried unanimously.

5) **CONSERVATION AND ENGINEERING DIRECTORS (*requires RTM approval and a report from Town Plan and Zoning Commission*)**

To hear, consider and act the following resolution as recommended by the Conservation and Engineering Directors:

WHEREAS, the Town of Fairfield wishes to exercise its option to purchase 150 Villa Avenue for the sum of \$400,000 as more particularly set forth in the real estate sales agreement between said parties for passive and/or open space and to serve as a detention area with environmental, water quality and culvert access benefits to the Town and Neighborhood; and

WHEREAS, funds for the purchase of said property may be taken from Acct # 14501010-59996-81007 – ARPA Rooster River Detention Area, as approved by the Conservation Commission and the Town Administration; and

NOW, THEREFORE BE IT RESOLVED, that Brenda L. Kupchick, First Selectwoman, be and hereby is, authorized to enter into and sign contracts and expend such monies on behalf of the Town of Fairfield for the purpose of purchasing said property in accordance with the above and the attached* agreement. (**attached agreement can be found in the backup*)

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

First Selectwoman Kupchick explained that this is part of the overall Rooster River mitigation which has been complex and requires many moving parts.

She said this piece is very important and that this property will be used for open space with Aspetuck Land Trust's involvement.

Planning Director James Wendt described the site and cost and said a study by Milone & MacBroom, Inc. identified this as a site for potential improvements. He said this item was passed unanimously by the Town Plan and Zoning Commission last night to favorably recommend the Town's acquisition of this property. He said while this is not a prime candidate for detention there are some drainage improvements and water quality enhancements to help alleviate flooding in Algonquin neighborhood that will help alleviate flooding and give the Town direct access to the adjacent bridge culvert.

Mr. Hurley said efforts on this site can't hurt, but can only help alleviate flooding and also provide environmental and water quality benefits. First Selectwoman Kupchick said this purchase prevents any further development of this property which would be detrimental.

Mr. Hurley said Aspetuck is also involved with the Conservation Department regarding the open space part of the property. He said the funding is through American Rescue Plan Act (ARPA).

The motion carried unanimously.

- 6) To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$21,522.12

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

- 7) TOWN ATTORNEY
Executive Session – Pending Litigation – 166 Grasmere Avenue Blight vs. Town of Fairfield with Town Attorney Jim Baldwin

Selectman Flynn made a motion to continue this item to a date certain of the next BOS meeting. First Selectwoman Kupchick seconded the motion which carried unanimously.

- 8) Adjourn
Selectman Flynn made a motion to adjourn the meeting at 4:37 pm. First Selectwoman Kupchick seconded the motion which carried unanimously.

Respectfully submitted,

Pru O'Brien
Recording Secretary

**SPECIAL JOINT INFORMATIONAL MEETING OF BOARD OF SELECTMEN,
BOARD OF FINANCE AND RTM
Wednesday, August 31, 2022
5:30 pm - Via Webex**

A recording of this meeting can be found here: <https://www.youtube.com/watch?v=jVGqxP4ZQJ0>.

DRAFT MINUTES

MEMBERS PRESENT:

Board of Selectmen (BOS): First Selectwoman Brenda L. Kupchick, Selectman Thomas Flynn, Selectwoman Nancy Lefkowitz

Board of Finance (BOF): Craig Curley, John Mitola, Kevin Starke, Jack Testani

RTM: D1: Marty Ann Furey, D2: Bill Gerber, D3: Alex Durrell, Tom Lambert, Sharon Pistilli, D4: Laura Karson, Alice Kelly, Elizabeth Zezima, Marcy Spolyar, D5: Josh Garskof, Lisa Havey, D6: Steve Berecz, D7: John Kuhn, Mark McDermott, Jill Vergara, Karen Wackerman, D8: Jim Meyers, D9: Dru Georgiadis

OTHERS PRESENT: Town Attorney James Baldwin, Town Environmental Attorney Mike Miller, CAO Tom Bremer, DPW Interim Director John Marsilio, Parks and Recreation Director Anthony Calabrese, CFO Jared Schmitt

1) Call to Order

First Selectwoman Kupchick called the meeting to order at 5:30 pm.

2) Pledge of Allegiance

First Selectwoman Kupchick led the Pledge of Allegiance.

First Selectwoman Kupchick acknowledged today as National Overdose Awareness Day and asked for a moment of silence.

3) To Hear a Presentation From Town Administration and Town's Environmental Attorney on:

- Status on Remediation Efforts

First Selectwoman Kupchick said there will be plenty of time for the public to reach out to these three boards throughout this process with any questions. She said a presentation was provided on the fill pile last January to these three town boards. She said she has committed to our community from day one to clean up this mess that has cost the Town millions of dollars and thousands of hours. First Selectwoman Kupchick said tonight's meeting is to provide an update on progress made since the last meeting in January and to discuss next steps for Penfield I. She then gave a brief background on the fill pile including the berm which she said are part of the criminal investigation.

Referring to a Powerpoint presentation which is found in the backup online, Town Environmental Attorney Mike Miller spoke about the Town working to close out the three Notices of Violations (NOVs) issued to the Town. He discussed remediation plans, "Julian Fill" sites/Background, the Consent Order, and the LEPs.

First Selectwoman Kupchick said two-thirds of the contaminated “Julian Fill” sites have been remediated to the cost of \$3 million to date. She said the remaining sites to be remediated will cost about \$3 million and are more completed than those completed and will require more resources. The full Powerpoint presentation can be accessed on the meeting link above.

- Update on Penfield Pavilion/Next Steps

First Selectwoman said Penfield Pavilion has considerable “Julian Fill” under it and there is also a FEMA NOV because of the improperly built foundation. She said the Town won’t know the full extent of the amount of “Julian Fill” under Penfield Pavilion until remediation begins. She said FEMA warned the Town to stop construction as the plans were not in compliance, but the Pavilion was finished regardless. She said FEMA has denied all reimbursements due to the Town ignoring warnings that the foundation was built incorrectly. First Selectwoman Kupchick said her administration has been negotiating with FEMA on options available to address the NOV.

She said some elected officials asked her if the Town has to respond to the NOV and she said that FEMA told the Town that under no uncertain terms the failure for the Town to not respond to the NOV could result in residents living in the flood area zone losing the discount rate for flood insurance and could also jeopardize future federal grants to the Town.

First Selectwoman Kupchick said FEMA wants the Town to make a decision and act quickly. She discussed how the Town needs to be in compliance with DEEP and the Consent Order and costs associated with that. She said to be in compliance with FEMA regulations, there are two different options on how to proceed with Penfield: 1. Demolish the main building and build another new Pavilion which will be time consuming or 2. Keep the current main building intact and replace the foundation to FEMA code which will take much less time.

First Selectwoman reviewed funding and expenditures. She said she wants to be prepared to come before the three bodies to move forward on the next step for Penfield Pavilion. She also pointed out the timeline that is part of the Powerpoint presentation.

First Selectwoman Kupchick opened up the meeting to questions from the elected officials present. Please access the meeting recording at the top of this document for the full questions, answers and discussions among the many elected officials.

4) Adjourn

First Selectwoman Kupchick adjourned the meeting at 7:28 pm.

Respectfully submitted,

Pru O’Brien
Recording Secretary

BOARD OF SELECTMEN SPECIAL MEETING
Wednesday, September 14, 2022
4:00 pm
Via Webex
and
In-Person in the First Floor Conference Room,
Independence Hall, 725 Old Post Road
Fairfield, CT 06824

A recording of this meeting can be found here: <https://www.youtube.com/watch?v=rwIQy8UODQ8>.

DRAFT MINUTES

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

OTHERS PRESENT: David Downie, Jennifer Anderson, WPCF Superintendent John Bodie, WPCA Vice-Chair Joe D'Avanzo, HR Director Cathleen Simpson, CFO Jared Schmitt, Attorney Catherine Creager, Town Attorney James Baldwin, FairTV

1) **CALL TO ORDER**

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

2) **PLEDGE OF ALLEGIANCE**

First Selectwoman Kupchick led the Pledge of Allegiance.

3) **RESIGNATION**

Economic Development Commission

Robert A. Valorie II (R) 50 Oyster Road, term 11/21-11/26
(resigned on July 19, 2022)

The Selectpersons thanked Mr. Valorie for serving the Town.

4) **FIRST SELECTWOMAN APPOINTMENTS (for information only)**

a. Conservation Commission (Alternate)

David L. Downie (R) 655 Warner Hill Road, term 11/19-11/24
(to fill a vacancy left by a member who moved to full member)

b. Economic Development Commission

Jennifer L. Anderson (R) 657 Mill Plain Road, term 11/21-11/26
(to fill a vacancy for Robert A. Valorie II (R) who resigned)

Both Mr. Downie and Ms. Anderson were on the call. The Selectpersons thanked them for their willingness to serve the Town.

5) **WATER POLLUTION CONTROL AUTHORITY (*requires BOF and RTM approval*)**

To hear, consider and act upon a request from the WPCA to appropriate \$625,000 from the WPCA Fund Balance to finance the cleaning of the primary digester

Selectwoman Lefkowitz made a motion to approve Item 5.

Selectman Flynn seconded the motion.

WPCF Superintendent John Bodie said 40 – 60 % of the reduction of the solid waste is performed in the digester. He said the digester broke in March 2022. Mr. Bodie said a pipe could have clogged the digester and the pressure inside created pressure on the cover which caused the brackets to break. He said the tank will need to be cleaned prior to repairing the cover.

The motion carried unanimously.

6) HUMAN RESOURCES DIRECTOR

To hear, consider and act upon compensation for Town department heads

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

First Selectwoman Kupchick said the increases given to union employees in FY 2023 are: ECC - 2.25%; Nursing and PETA -2.5%; and Police - 2.75%. She said the Police Captains received 2.75% to be in line with the recently negotiated and completed Police contract. She said Police Captains are exempt employees and do not receive overtime. She said non-union employees/department heads were given a 2.5% increase across the board.

Human Resources Director Cathleen Simpson said the proposed 2.5% increase for non-union employees/department heads seem more than reasonable considering the trends with the town employees' union contracts.

First Selectwoman Kupchick said the Town Human Resources department is performing an analysis on what other towns' employees earn and is putting together salary adjustments for some positions. She pointed out that Fairfield recently lost a department head to another town for a higher salary and how another department head had been grossly underpaid. She said the analysis should be completed by November. CFO Jared Schmitt said funds for the department heads' increases are covered in contingency.

The motion carried unanimously.

7) To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$19,016.00

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

8) TOWN ATTORNEY

- a. Executive Session – Pending Litigation – Berensci vs. Town of Fairfield with Attorney Catherine L. Creager
- b. Executive Session – Pending Litigation – Blight Issue at 166 Grasmere Avenue with Town Attorney Jim Baldwin (*item continued from special 08/24/22 BOS meeting*)
- c. Update on Penfield Remediation Recovery Efforts with Town Attorney Jim Baldwin

Selectman Flynn made a motion to go into Executive Session at 4:31 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Selectwoman Lefkowitz made a motion to come out of Executive Session at 5:50 pm. Selectman Flynn seconded the motion which carried unanimously.

There were no votes taken during Executive Session.

Selectwoman Lefkowitz made a motion to proceed with the recommendation of counsel on Items 8a & 8b. Selectman Flynn seconded the motion which carried unanimously.

Selectman Flynn made a motion to proceed with the Town Attorney's recommendations on Item 8c. Selectwoman Lefkowitz seconded the motion which carried unanimously.

9) Adjourn

Selectwoman Lefkowitz made a motion to adjourn the meeting at 5:51 pm. Selectman Flynn seconded the motion which carried unanimously.

Respectfully submitted,

Pru O'Brien
Recording Secretary

From: [Browne, Betsy](#)
To: [Carpenter, Jennifer](#)
Subject: FW: Resignation
Date: Wednesday, September 28, 2022 11:42:18 AM

-----Original Message-----

From: Will Diaz <wdiazrtm@gmail.com>
Sent: Tuesday, September 27, 2022 5:29 PM
To: Browne, Betsy <BBrowne@fairfieldct.org>
Subject: Resignation

Good Evening Betsy,

This is to inform you that I am resigning from the RTM effective immediately. It's been a pleasure working with you and the rest of the town government.

Thank you,

-Will Diaz
RTM District 5

Sent from my iPhone

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

Boards and Commissions Interest Form

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

[View form](#)

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

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

[Manage](#)

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

Bio for Ethics Commission:

Fairfield resident for 22 years

PTA Executive Board (McKinley Elementary) 2007-2016

AFSCME Local 714 Executive Board 2007-2014

RTM District 5 2020-Present

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

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

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

Thank you for your consideration.

Will Diaz

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #243)
Date: Monday, September 26, 2022 2:45:35 PM

Boards and Commissions Interest Form

Record #243 submitted from IP address 165.225.221.44 on 9/26/2022 2:45 PM

[View form](#)

ID	243
First Name	William
Last Name	Ferguson
Street Address	12 Reynolds Dr
Zip Code	06824
Email Address	wbf4th@gmail.com
Cell Phone	917-991-7522
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Republican Party
Board or Commission	FairTV Commission
Read the Boards Role	Yes
How You Learned About the Position	Town of Fairfield Update from the Office of the First Selectwoman
Who You Have	

Spoken To	
Explanation of Interest and Contribution	<p>I am dedicated to a life of service. Through the Jesuit tradition of "Men For Others" taught at Fordham Prep, I have had a sense of duty to contribute to our greater society at every turn. Through service trips in high school, volunteer work in the Bronx through college, time as an officer in the Army, stint on the New York County Committee, and now as a leader at the Westport VFW and Executive Sponsor of my organization's Military Business Resource Group... I have always felt compelled to serve.</p> <p>As we have settled into the Fairfield community, we are reminded every day of what a great Town this is and how it is a wonderful place to live and grow a family. I'd love to serve the Town, and its constituents, on the Housing Authority because it represents the most fundamental purpose of local government -- to provide decent, safe, and sanitary housing.</p> <p>I believe that my background of military leadership, professional acumen (particularly in finding compromise), and experience navigating local government will bring a perspective and energy to the board that will benefit the Town.</p> <p>Thank you for your consideration.</p>
Resume or Bio	WBF4th CV 2022.pdf
Additional Comments	

[Manage](#)

WILLIAM FERGUSON

Myers-Briggs® ENTJ • CliftonStrengths® Achiever, Responsibility, Competition, Analytical, Discipline

I'm a people-oriented marketing expert who believes in the intersection of cultural relevancy and data personalization. My out-of-office passions include live sports and music, the Oxford comma, and NYC's 17,000+ water towers.

EXPERIENCE

dentsu international

Senior Vice President, Managing Director

2022 - Present

- M1 • dentsu's 100% identity-based audience platform driving media insights, planning, activation, and measurement.
- Led a team of 10+ Audience Consultants covering 70+ clients and \$35MM+ in annual audience data revenue.
- Delivered first year of profitability for M1 by implementing advance commercial structure and consultative practices.
- Exceeded target profit levels by delivering increased revenue with reduced staffing and platform cost centers.
- Drive the consulting, packaging, and enablement efforts driving implementation of dentsu audience resources.
- Apply functional knowledge of insights, data, research, planning, buying, and measurement to client challenges.
- Participate in growth and retention pitch wins including LinkedIn, Peloton, Pandora Jewelry, and JCPenney.
- Leveraged consumer data, industry trends, and product strategy to build revenue-driven addressable media plans.
- Diversity, Equity, & Inclusion: Executive Sponsor, Military Business Resource Group
- Clients: Microsoft, Louis Vuitton Moët Hennessy, Jaguar Land Rover, Upfield, Discover, McCormick, Kroger, Intel, et al.

Vice President, Audience Consultant

2021 - 2022

Senior Director, Audience Consultant

2019 - 2021

- M1 • dentsu's 100% identity-based audience platform driving media insights, planning, activation, and measurement.
- Led a team of 3 Consultants covering 40+ media clients and \$10MM+ in annual audience data revenue.
- Delivered multi-million-dollar data revenue growth across New Business and Organic Growth annually.
- Consulted, educated, and supported dentsu agencies and clients to drive adoption of people-based marketing.
- Leveraged consumer data, industry trends, and product strategy to build revenue-driven addressable media plans.
- Diversity, Equity, & Inclusion: Founder & Co-Lead, Military Business Resource Group
- Clients: Microsoft, Louis Vuitton Moët Hennessy, Hilton, Cox Communications, Pandora Jewelry, LinkedIn, Subway

Director, Client Services

2017 - 2019

Associate Director, Client Services

2016 - 2017

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

Sprinklr • Senior Media Manager

2015 - 2016

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

Adaptly • Media Manager

2013 - 2015

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

Secco Squared • Digital Manager

2012 - 2013

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

Tranzact • Digital Manager

2011 - 2012

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

Datran Media • Digital Assistant

2010 - 2011

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

SERVICE

Veterans of Foreign Wars, Post 399 • Post Trustee

2021 - Present

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

New York County Committee • Elected Member

2016 - 2019

Elected political representative charged with promoting and protecting the quality of life in Manhattan.

United States Army • First Lieutenant

2011 - 2019

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

ACADEMICS

University of Connecticut • MBA, Digital Marketing Strategy

2020 - 2022

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

Fordham University • BS, Business Administration & Marketing

2007 - 2011

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

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #227)
Date: Friday, August 19, 2022 6:50:27 PM

Boards and Commissions Interest Form

Record #227 submitted from IP address 172.56.22.202 on 8/19/2022 6:50 PM

[View form](#)

ID	227
First Name	Anne Marie
Last Name	Lagnese
Street Address	60 Steep Hill Road
Zip Code	06890
Email Address	Annelagnese@icloud.com
Cell Phone	475-559-5235
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Republican Party
Board or Commission	FairTV Commission
Read the Boards Role	Yes
How You Learned About the Position	First Selectwoman's news letter
Who You Have	

Spoken To	
Explanation of Interest and Contribution	I graduated Southern Connecticut State University with a degree in Journalism and throughout my career at Housatonic Community College and Southern Connecticut State University I was involved in student government and various other clubs and was on the boards for those clubs and organizations. So attending meetings, taking minutes, voting on issues and other topics, journalism and volunteer work are apart of who I am and what I know and have learned over the years. I've grown up and have lived in Southport all of my life.
Resume or Bio	Indeed resume.pdf
Additional Comments	

[Manage](#)

Anne Marie Lagnese

Southport, CT 06890

annemarie.lagnese@gmail.com

+1 475 559 5235

Reliable and friendly Sales Associate who quickly learns and masters new concepts and skills.
Driven and results-focused professional seeking a customer service position in a fast-paced retail environment.

Authorized to work in the US for any employer

Work Experience

Merchandise Execution Team

The Home Depot - Bridgeport, CT

August 2022 to Present

Organizing bays to planogram integrity.

Working as a team to accomplish shift, weekly, monthly and really goals set forth by the company.

Setting up and breaking down displays for special events.

Working closely with vendors and company to accomplish sales goals.

Customer Service Representative

Global Partners LP - Westport, CT

June 2022 to August 2022

Key and alarm code holder.

Accurately counted cigarettes and lottery at the end of every shift.

Accurately checked customer's identification for age restricted products.

Checked store daily for expired product to be sent back to the vendor for credit.

Assisted in executing new resets, plan-o-grams and displays.

Served as mentor to junior team members.

Computed sales prices, total purchases and processed payments.

Maintained knowledge of current promotions, policies regarding payment and exchanges, and security practices.

Described merchandise and explain operation of merchandise to customers.

Operated a cash register to process cash, check and credit card transactions.

Replenished floor stock and processed shipments to ensure product availability for customers.

Facilitated monthly and quarterly physical inventory counts.

Replenished floor stock and processed shipments to ensure product availability for customers.

Use of handheld PDI systems.

Check in and put away deliveries from warehouse and vendors.

Processed client payments.

Assisted customers by phone.

Class C operator.

Sales Lead Generator

The Home Depot - Fairfield, CT

August 2021 to June 2022

As a Sales Lead Generator, I not only greeted customers, but I engaged with them to get them a free in home estimate for any work they want done for their home.

Explaining the different projects and areas The Home Depot provides.

Met and exceeded daily and weekly sales lead goals.

Built strong bonds with the staff who handle the estimates and measures for customer needs.

But also, with our in store Flooring, Millwork and Kitchen and Bath Design departments, ensuring every customer gets the best and most professional experience possible.

Appliance Sales Specialist

The Home Depot - Fairfield, CT

August 2021 to June 2022

As an Appliance Specialist, I familiarized myself with all appliances The Home Depot sells, to better help customers make the most informed decision possible for their home and family.

Accurately ordered customer's products, followed up to ensure a smooth delivery and installation process.

Also ensuring that everything is working to the customer's satisfaction.

Accurately put together quotes for customers who may not be ready to buy today.

Also following up with the customers as needed, to ensure all questions are accurately answered and to genuinely show interest in their needs.

Assisted in executing new resets, plan-o-grams and displays.

Served as mentor to junior team members.

Back up cashier and Customer Service Desk

The Home Depot - Fairfield, CT

February 2021 to August 2021

As a back-up cashier and customer service desk representative I watched self check out and assisted customers with any questions.

Accurately checked customers out using point of sale (pos) systems.

Accurately processed refunds and returns at the service desk.

Placed special orders for customer pick up or delivery. Attended to customers picking up online or special orders.

Deliveries Associate

The Home Depot - Fairfield, CT

February 2021 to August 2021

Pulled online orders from shelf and staged them for customer pick up.

Runner for curbside pick up.

Checked in special orders and staged them for customer pick up.

Assisted in pulling, securing, staging customer orders for truck and van deliveries.

Greeter

The Home Depot - Fairfield, CT

February 2021 to August 2021

As a greeter, I utilized our "GET" method. I greeted every customer, engaged with them and thanked them for shopping with The Home Depot.

Walked the store to ensure customer's questions were answered and they were finding everything they need with ease.

Assisted in monitoring public areas to help reduce theft, fraud and damage to the company's property. Coordinated with management and Loss Prevention with any suspicious behavior. If suspected theft, damage or fraud occurs, I worked closely with management and Loss Prevention and in some cases local law enforcement to fill out needed forms, give statements and any other relevant details.

Deli Clerk

The Fresh Market - Westport, CT
July 2020 to February 2021

Prepared fresh food, including salads, rotisserie chickens, fried chicken, wings and other hot items. Operate deli slicers, ovens, fryer and other tools in a safe and effective manner. Maintained up to date knowledge on current sales and promotions. Worked closely with management to cover team member call outs with little to no notice. Assisted with putting away weekly deliveries and communicating with management on items we are out of or low on to reorder.

Customer Service Representative

Wheel's Of Connecticut - Fairfield, CT
January 2020 to June 2020

Key and alarm code holder. Accurately counted cigarettes and lottery at the end of every shift. Accurately checked customer's identification for age restricted products. Checked store daily for expired product to be sent back to the vendor for credit. Assisted in executing new resets, plan-o-grams and displays. Served as mentor to junior team members. Computed sales prices, total purchases and processed payments. Maintained knowledge of current promotions, policies regarding payment and exchanges, and security practices. Described merchandise and explain operation of merchandise to customers. Operated a cash register to process cash, check and credit card transactions. Replenished floor stock and processed shipments to ensure product availability for customers. Facilitated monthly and quarterly physical inventory counts. Replenished floor stock and processed shipments to ensure product availability for customers. Processed client payments. Assisted customers by phone. Use of handheld PDI systems. Check in and put away deliveries from warehouse and vendors. Class C operator.

Deli Clerk

Stop and Shop Supermarket - Fairfield, CT
January 2020 to March 2020

Prepared daily food using proper safety precautions. Maintained a friendly and professional demeanor. Operate slicer machines and tools in a safe and effective manner when slicing and weighing deli meats and cheeses. Cleaned all department equipment and maintained sanitation and cleanliness of all areas.

Customer Service Representative

Kohl's - Fairfield, CT

November 2019 to January 2020

Received and putting away several deliveries per week utilizing Zebra and Bluebird hand held systems. Utilized handheld Zebra and Bluebird systems to obtain product in store to fulfill and send out all online orders that were either to be shipped to customers or apart of BOPIS (buy online pick up in store) program. Correctly processing all debit, credit, coupons purchases. Assisted in preventing store loss/shrink by using awareness and attention to detail. Signed customers up for Kohl's charge cards and Yes 2 You rewards. Maintained up to date knowledge on current sales, promotions, coupons and Kohl's Cash. Assisted in putting together displays, promotional signs and product according to plan-o-gram.

Sr. Customer Service Associate

Cumberland Farms - Norwalk, CT

August 2012 to November 2019

Key holder and alarm code holder.
Served as mentor to junior team members.
Computed sales prices, total purchases and processed payments.
Maintained knowledge of current promotions, policies regarding payment and exchanges, and security practices.
Assisted in executing new resets, plan-o-grams and displays.
Described merchandise and explain operation of merchandise to customers.
Operated a cash register to process cash, check and credit card transactions.
Replenished floor stock and processed shipments to ensure product availability for customers.
Facilitated monthly and quarterly physical inventory counts.
Replenished floor stock and processed shipments to ensure product availability for customers.
Processed client payments.
Assisted customers by phone.
Use of handheld PDI systems.
Check in and put away deliveries from warehouse and vendors.
Class C operator.

Front Desk Staff

Southport Athletic Club - Southport, CT

December 2009 to August 2012

Key and alarm code holder.
Maintained knowledge of current promotions, policies regarding payment and exchanges, and security practices.
Computed sales prices, total purchases and processed payments for memberships and other services.
Placed special orders and called other stores to find desired items.
Recommended merchandise based on customer needs.
Operated a cash register to process cash, check and credit card transactions.
Facilitated monthly and quarterly physical inventory counts.
Replenished floor stock and processed shipments to ensure product availability for customers.
Assisted customers by phone.

Manager

Community Theater Foundation - Fairfield, CT

September 2002 to October 2009

Key holder. Supervised a team of 3 or more members on regular basis.

Replenished floor stock and processed shipments to ensure product availability for customers.

Facilitated monthly and quarterly physical inventory counts.

Administered all point of sale opening and closing procedures.

Maintained knowledge of current promotions, policies regarding payment and exchanges, and security practices.

Executed integrated advertising campaign across multiple media channels.

Served as mentor to junior team members. Processed client payments.

Assisted customers by phone.

Data Entry

BMA Marketing Associates LLC - Wolcott, CT

May 2007 to September 2007

Inputted invoices into system daily, including logging payments and returns.

Updated invoices for customers and employees on a daily basis.

Inputted prospect client information into system, including if contact has been made.

Frequently verified invoice information, current, former and prospect client information.

Organized handwritten invoices for easy access.

Utilized a computer and data entry software.

Quick typer at 80 or more words per minute.

Worked with manager for software and system updates.

Education

Associate's degree in Drug and Alcohol Treatment Program

GateWay Community College - New Haven, CT

August 2022 to Present

Associate's degree in Criminology

Housatonic Community College - Bridgeport, CT

August 2020 to July 2022

Bachelor of Science in Journalism

Southern Connecticut State University - New Haven, CT

August 2010 to May 2013

Associates Degree in Psychology

Housatonic Community College - Bridgeport, CT

August 2007 to 2010

High School Diploma in General Studies

Fairfield Ludlowe High School - Fairfield, CT

August 2003 to June 2007

Skills

- Extensive cash handling accuracy/Point of sale experience, Proficient with Macs, PCs/Windows, MS Office, Photojournalism, Firm grasp of journalism ethics, Publishing tools, including: Final Cut Pro and Windows Movie Maker, Copy editing and proofreading, Excellent multi-tasker, Detailed oriented, Time management, Effective interviewer, Strong interpersonal and communication skills, Fluent English. (10+ years)
- Blogging
- Adobe Photoshop
- Photography
- Microsoft Excel
- Merchandising
- Video Editing
- Video Production
- Copywriting
- WordPress
- Presentation Skills
- Content Creation
- Events Management
- Planograms
- Cash handling
- Adobe Premiere
- Adobe InDesign
- Adobe Illustrator
- Adobe Creative Suite
- Digital Marketing
- Filming
- Public Relations
- Social Media Management

Languages

- English - Expert
- Spanish - Beginner
- French - Beginner
- Gaelic - Beginner
- Italian - Beginner

Awards

Reflections Program

January 2006

PTA sponsored program. Participated in the senior division (grades 9-12) for photography.

Participation

April 2010

Had a poster displayed in the 1st Annual Psychology Fair (Monday April 19, 2010), a professional psychology fair hosted at Housatonic Community College.

Certifications and Licenses

Class C Operator

August 2012 to Present

Renewed every year by Cumberland Farms, Global and Wheel's Of Connecticut. Trained to be on site when gas deliveries take place. In short, the Class C operator is on-site daily and is responsible as the initial responder to handle emergencies and alarms pertaining to a spill or release. This operator is typically an employee who controls or monitors the dispensing or sale of product.

Food Handler Certification

Additional Information

Have Electric Ladder License, Order Picker License, Forklift License, Reach License issued by The Home Depot.

Accomplishments:

Routinely helped as many as 100 or more customers each day in a high-volume retail outlet.

Supervised team of three or more staff members.

Wrote and had published 12 print and 13 exclusively online pieces per 1 and 1/2 year period.

Volunteer Experience:

Super Paws Rescue - Fairfield, CT

Vice President at Animal Rescue 2014 - present

Taking in needy animals (stray, owner surrender, etc), assessing and tending to any and all behavioral and medical needs. (All animals will be spayed/neutered and chipped).

Checking on potential volunteer/foster/adopter applications.

Fundraising events (in person) and/or online fundraising.

Running Social Media platforms to have animals fostered and adopted and to raise awareness on topics, such as, animal neglect, animal fighting, safe foods to feed your pets, etc.

Partnering with other non-profits at community events.

Tending to the animal's basic needs.

501c3 non-profit

Relay for Life - Fairfield, CT

Sept 2002 - June 2014

Participant/fundraiser 2002 - 2003.

Team captain 2003 - June 2014.

Planning Committee 2004 - June 2014.

Logistics and Finance sub-committee co-chair 2006 - June 2014.

Planning Committee Chair: running committee, event and working closely with American Cancer Society Representative Aug 2013 – June 2014.

Mentor – New Haven, CT:

Jan. 2014 – Jan. 2015

Mentoring undergraduates, at Southern Connecticut State University, with career choices, school, extra curricular activities, and other aspects.

Walk for Diabetes – Fairfield, CT

Sept 2002 – Dec 2007

Helped plan entire event. Helped setting up, cleaning up and other day of duties before, during, and after event.

Police Explorer Post 279 – Fairfield, CT

Sept 2002 – Nov 2010

Worked closely with uniformed police officers. Attending local and National conferences. Doing fingerprinting, forensics, and other classes. Helped run events, such as, Relay for Life, Memorial Day Parade, 4th of July Fireworks, and other events.

Junior Achievement – Bridgeport, CT

Aug 2010 – Dec 2010

Went to Columbus Elementary School as a volunteer teacher to teach bi-lingual 3rd graders. Used prepared lessons, worked closely with class teacher, taught or used other lessons/props as asked by teacher.

Fred Villari's Studio of Self Defense - Fairfield, CT

September 2006 - October 2008

Helped teach younger classes of students, due to my age and rank. Achieved the rank of 1st degree black belt. Won several 1st and 2nd place trophies and medals at competitions for students from the northeast (New York, Mass., Connecticut and several other states).

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #228)
Date: Friday, August 19, 2022 9:51:25 PM

Boards and Commissions Interest Form

Record #228 submitted from IP address 69.119.162.200 on 8/19/2022 9:51 PM

[View form](#)

ID	228
First Name	Claudine
Last Name	Civitello
Street Address	1083 Mill Plain Rd
Zip Code	06824
Email Address	Claudine.chi@gmail.com
Cell Phone	203-980-5181
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Republican Party
Board or Commission	Fairfield Housing Authority
Read the Boards Role	Yes
How You Learned About the Position	First selectman's email
Who You Have	

Spoken To	
Explanation of Interest and Contribution	We are a community of privilege and I realize, as changes to the demographic occur, the ability to remain in Fairfield may not be within reach by previously established pockets of the community. Diversity and quality of life are equally important for those on the margins. I would like to serve and to apply my public service background and interest in infrastructure for the betterment of housing choices and quality in Fairfield.
Resume or Bio	ChiClaudine-20220816.pdf.pdf
Additional Comments	

[Manage](#)

Claudine Chi

1083 Mill Plain Road
Fairfield, Connecticut 06824

(203) 980-5181
claudine.chi@gmail.com

Experience

10/14-present

MTA Metro-North Railroad New York, New York

Manager of Construction Administration – Operating Capital Projects, Budgets and Controls

- Identify issues, explore solutions, and solve problems across organizational matrices.
- Coordinate Metro-North's interagency efforts with project managers and stakeholder agencies to maximize efficient service delivery.
- Compile Metro-North's 5-year and 20-year capital project needs in Connecticut and refine priorities. Audited eligibility of projects for capital and maintenance funds.
- Review preliminary designs, collaborate with project managers, and provide detailed narrative comments on construction plans and revisions.
- Develop change order specifications that are responsive to operational and field issues.
- Manage capital project finance development support efforts, clarify processes and needs to attain higher accuracy of cost estimates, and provide clear project direction.
- Assess funding resources for capital projects and understand force account agreement cost and operational schedule impacts on budget.
- Review and evaluate project proposals for completeness and accuracy.
- Provide guidance on agreement impacts to force account construction costs and scheduling.
- Cultivate and maintain effective working relationships with internal and external stakeholders and partners.
- Review and investigate funding requirements, financing, and seasonal schedule of projects impacting the rail yards, stations, Mainline and Branches in Connecticut.
- Monitor project progress and initiate supplemental project funding when required.
- Evaluate Metro-North operating department efforts in development of Capital project funding requests.

5/08-10/14

Senior Planner – Capital Planning & Programming

- Created, implemented, and managed a tracking system of requests and funding fulfillment for CTDOT Capital Projects.
- Determined CTDOT share of Capital project funding based upon Amended and Restated Service Agreement (ARSA).
- Participated in planning service studies for extension of the Danbury Branch and additional service on the Waterbury Branch.
- Managed planning studies for the Capital Planning Department and championed Metro-North's concerns and interests to partner agencies (CTDOT, NYMTC, NYSDOT, Amtrak).
- Provided funding source detail and project explanation through collaboration with Project Managers, CTDOT Monthly Progress Report, and other available financial and project reporting sources.
- Coordinated with departments of Metro-North to provide comprehensive and detailed policy statements to communities concerning rail trail projects.
- Scoped and coordinated construction schedules with internal teams to satisfy project milestones.

4/05-5/08

Rosenberg Housing Group Inc. New York, New York

Vice President

- Proactively recruited, assembled, and retained high-quality action teams to respond to Federal contracting requests and programs.

- Strategically analyzed, identified, and implemented strategies to attain performance requirements higher than standards of the Department of Housing and Urban Development (HUD).
- Developed competitive, responsive proposals and maintained control systems in accordance with applicable laws, regulations, policies, and guidelines set forth by HUD.
- Directed and advised in the physical and financial recovery of troubled housing authorities.
- Managed multiple projects and tasks simultaneously while providing quality control consistent with Federal Housing & Urban Development regulations to deliver, meet and exceed contract performance.
- Frequently monitored complex program requirements and recommended program and scope adjustments to handle fiscal changes. Reviewed and developed funding requests required to advance capital program work.
- Responsible for project staffing, salary administration, and personnel issues.
- Negotiated partnership agreements.
- Cultivated and managed relationships with federal, state, and local level officials, directors, contract employees, consultants, community members, professional staff, and business partners.

12/03-4/05

Housing Authority of the City of New Haven New Haven, Connecticut

Senior Planning and Redevelopment Officer

- Analyzed and assessed impacts and outcomes of major capital projects.
- Formulated strategy for statewide policy changes that affected the interests of housing authorities and its residents.
- Coordinated and organized events for executive staff to discuss pending policy changes and its impact upon the comprehensive housing authority portfolio.
- Generated and maintained databases to track, monitor and analyze projects and their outcomes.
- Built consensus amongst housing agency executive directors, fair housing proponents and community leaders statewide for the purpose of improvements to the quality of affordable housing.
- Supported management with delivery of reporting criteria.

1999-12/03

Department of Parks, Recreation & Trees, City of New Haven New Haven, Connecticut

Community Planning Liaison

- Managed comprehensive master planning effort across end users, programs, 2,200 acres land, and park facilities.
- Adapted to changing work priorities and deadlines.
- Coordinated planning process across all employees of department and City agencies.
- Scheduled and participated in informational sessions to open discussions and gain support of master plan effort with staff, community stakeholders, partners, and Board of Park Commissioners.
- Assessed conditions and managed major and cyclical projects for physical improvement and funding opportunities.
- Administered grant awards, term compliance, post-award reviews and analyses of management, construction, financial and administrative issues.
- Generated impactful and informative presentations in response to targeted audiences.

Education

Southern Connecticut State University New Haven, Connecticut

- Masters of Science (MS) Urban Studies.

Southern Connecticut State University New Haven, Connecticut

- Bachelor of Science (BS) Political Science.

Achievement, Interest and Community Service Highlights

- **MTA Six Sigma Yellow Belt** (2018-2019).
- **Metro-North Railroad Mentoring Program** (2014).
- **Metro-North Railroad President's Award Selection Committee** (2009, 2015).
- **New Haven Road Race** – Board of Directors, Logistics (1995 – 2015).



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, 21st September 2022, the Purchasing Authority awarded Bid number 2023-40 Phase 1, WPCF Digester Tank Cleaning, to Denali Water Solutions, LLC, to provide all labor, materials, equipment and all else necessary, to complete the cleaning of the primary Digester Tank at the Water Pollution Control Facility (WPCF) as detailed in the bid specifications.

Denali Water Solutions, LLC has provided the Town with a comprehensive and competitive proposal that fully addresses all the requirements outlined in the Bid scope of work.

The award of this contract to Denali Water Solutions, LLC 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 #2023-40

WPCF Digester Tank Phase #1 – Remove/Dewater, Haul and Dispose of Sludge/Solids/Grit

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

Date Submitted _____ 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:

Doing Business As (Trade Name) _____

Address _____

Town, State, Zip _____


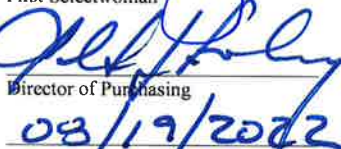
(Mr/Ms) Name and Title, Printed _____

Signature _____

Telephone _____

Fax _____

E-mail _____


First Selectwoman

Director of Purchasing
08/19/2022
Date

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, 7th September, 2022

To provide labor, materials, equipment and all else necessary to complete the cleaning of the primary digester tank at the Water Pollution Control Facility (WPCF) 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 #2023-40" 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 Department of Public Works (DPW) and Water Pollution Control Authority (WPCA) is seeking competitive bids from qualified contractors to remove and dispose of the contents in their Primary Digester Tank as detailed in the attached specifications and Project Manual.

PRE-BID MEETING

A site meeting will commence in the Main Lobby, Water Pollution Control Facility, 330 Richard White Way, Fairfield, CT 06824 at **10:00am Friday, 26th day of August, 2022**, for all prospective bidders to inspect and scope the facility existing conditions.

- Prospective bidders are strongly encouraged to inspect relevant facilities prior to submitting a bid.
- No special arrangements or private tours shall be accommodated outside of the scheduled meeting.
- While the meeting is non-mandatory, prospective bidders will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website.
- All requests for information will be answered in writing as specified below under Addenda.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at <https://fairfieldct.org/bids>

- 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 **12:00pm on Tuesday, 30th August, 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:

Pru O'Brien, Junior Buyer

pobrien@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately 31st August, 2022 to the Town of Fairfield website, which is www.fairfieldct.org. 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.

REQUIREMENTS

- A. Any sizes or estimate of quantities as shown on drawings are approximate and are not guaranteed in any respect. Prospective bidders are to visit the site to verify scope of the work, measurements, quantities, etc., prior to bidding. The Town reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.
- B. Price is to include all labor, materials, tools, equipment, plant, mobilization, permits, insurances, etc., required to properly complete the project.
- C. The Town of Fairfield reserves the right to award the bid with multiple items:
 - to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
 - 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;
 - and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- D. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- E. The successful bidder MUST secure all required permits (local, state, federal) prior to commencing work on the site.
- F. The awarded Contractor will have access to the site immediately upon award of contract and all work must be completed in a timely manner. Time is of the essence. All work time must be coordinated with the Project Engineer.

- G. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.
- H. **Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following; Bid Invitation, Addendum, CT DOL Prevailing Wage Documents, Award Resolution, Town Purchase Order, and AIA Contract or equivalent when applicable.**
- I. In the instance the Contactor discovers unanticipated hazardous material, whether it be in nature or capacity, the Town reserves the right to terminate the Contract and regain possession of the project site.

ENCLOSURES

Project Manual with State of Connecticut Prevailing Wage Rate Schedule provided by Wright-Pierce Engineering

**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 #2023-40” 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. Pru O'Brien, Junior Buyer: pobrien@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

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/c570_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.

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

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/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

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

A. The Town of Fairfield is requiring insurance coverage as listed below for this work.

Note: The term "General Contractor" (hereinafter called the "Contractor") shall also include their respective agents, representatives, employees and subcontractors; and the term "Town of Fairfield" (hereinafter called the "Town") shall include their respective officers, agents, servants, officials, employees, volunteers, boards and commissions.

Note: The term "Town of Fairfield" or "Town" is to be taken to mean Town of Fairfield and the Fairfield Board of Education when the project includes the Board of Education.

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to submit to the Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824 a certificate of insurance, executed by an authorized

representative of the insurance company, satisfactory to the Town's Risk Manager and in an acceptable form. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

INSURANCE RIDER

Without limiting the Contractor's liability, the Contractor shall provide and maintain in full force and effect at all times 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 coverage related to its services in connection with the project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies.

B. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars (\$500,000) Employer Liability each accident.
- Five hundred thousand dollars (\$500,000) Employer Liability each employee by disease.
- Five hundred thousand dollars (\$500,000) Employer Liability policy limit coverage for disease.

Commercial General Liability Insurance:

- Bodily Injury, Personal Injury and Property Damage one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.
- Products/Completed Operations one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

Automobile Liability Insurance:

- A combined single limit of one million dollars (\$1,000,000). 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, and, rider CA9948 or equivalent

Pollution Liability:

- One million dollars (\$1,000,000) each occurrence, one million dollars (\$1,000,000) aggregate.

Umbrella/Excess Liability Insurance:

- Five million dollars (\$5,000,000) each occurrence, five million dollars (\$5,000,000) aggregate. Such coverage must be follow form over Worker's Compensation, Commercial General Liability, Pollution Liability and Automobile Liability.

Indemnification: The Contractor shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including attorneys' fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent,

and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the Contract.

"Tail" Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town's Risk Manager.

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town's Risk Manager prior to the commencement of work, as required herein.

Aggregate Limits: It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days' prior written notice shall be sufficient in the case of termination for nonpayment).

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town of Fairfield. The Town and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

Waiver of Subrogation: A waiver of subrogation in favor of the Town is required on all policies.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide insurance as required under this Contract.

Contractor's Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town's Risk Manager prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

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.

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.

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

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

REFERENCE #2:

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

REFERENCE #3:

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

REFERENCE #4:

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

REFERENCE #5:

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

SUBCONTRACTORS

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

SUBCONTRACTOR #1:

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 #.

BID #	2023-40	Town of Fairfield - Bid Results
DESC	WPCF Digester Tank Cleaning-Phase 1 Remove/Dewater, Haul and Dispose of Sludge/Solids/Grit	
DATE	9/7/2022	
TIME	11:00 AM	

	DENALI Russellville, AK		SPECTRASERV INC Kearney, NJ		SYNAGRO Baltimore, MD	
ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATE	UNIT PRICE	TOTAL ESTIMATE	UNIT PRICE	TOTAL ESTIMATE
400 DT	\$1,329.00	\$531,600.00	\$1,550.00	\$620,000.00	\$2,971.72	\$1,188,688.00



DENALI

3308 Bernice Avenue Russellville, Arkansas 72802 P: (479) 498-0500

Request for Bid:

2023-40

**WPCF Primary Digester Tank Phase #1
Remove/Dewater, Haul and Dispose of Sludge
Solids/Grit**

Submitted to:

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

Submitted via Courier

Due Date:

September 7, 2022 at 11:00 AM

DenaliWater.com



September 2, 2022

Submitted via Courier

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

RE: ***Town of Fairfield***
WPCF Primary Digester Tank Phase #1 Remove/Dewater, Haul and Dispose of Sludge Solids/Grit

To Whom It May Concern,

Denali Water Solutions LLC ("Denali" or "Denali Water") is the respondent to the Town of Fairfield for the WPCF Primary Digester Tank Phase #1 Remove/Dewater, Haul and Dispose of Sludge Solids/Grit project. At Denali, our goal is to continuously exceed our customers' expectations by providing residuals management services at the highest industry standards, driven by our team of seasoned residuals management professionals, our readily available assets, and backed by our outstanding environmental and safety record.

The core of our approach presented in this bid response is to exceed the Town of Fairfield's expectations as a valued team member through our unparalleled experience in managing and operating biosolids projects. Denali has consistently checked all the boxes when it comes to operations, maintenance, and regulatory aspects of biosolids. The Denali team approach provides the opportunity for the Town of Fairfield to engage trusted biosolids experts throughout the term of the project.


The company prides itself in putting the customers' needs, the environment and safety first. This philosophy has been a primary driver for Denali's success as an environmental services company, and it is the reason Denali will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the United States.

Denali is prepared to enter into an agreement with the Town of Fairfield for the WPCF Primary Digester Tank Phase #1 Remove/Dewater, Haul and Dispose of Sludge Solids/Grit project. Denali's employees, partners and experience clearly demonstrates our strength and ability to increase the performance level beyond expectations.

I would like to thank you for reviewing the contents of our bid submittal. Should you need additional clarification, please contact me at 315-374-8645 or by email at jeffrey.leblanc@denaliwater.com. Again, thank you for the opportunity to submit our bid to the Town of Fairfield and we look forward to the next steps.

Thank you.

Very truly yours,



Jeffrey J. LeBlanc
Chief Growth Officer

SECTION 00310BID FORM

PROJECT IDENTIFICATION: WPCF Primary Digester Tank Phase #1 –
Remove/Dewater, Haul and Dispose of Sludge/Solids/Grit
Bid #2023-40

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>1</u> | <u>August 30, 2022</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	400 DT*	Remove/Dewater, Haul and Dispose of Sludge/Solids/Grit from Primary Digester		
		The sum of \$ <u>One Thousand Three</u>	\$ <u>1,329.00</u>	\$ <u>531,600.00</u>
		<u>Hundred Twenty-Nine Dollars</u>		
		Per Dry Ton		

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

TOTAL BID: Total of Item 1 above.

Five Hundred Thirty-One Thousand Six Hundred Dollars

(\$ 531,600.00)

(use figures)

(use words)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 90 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 105 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; **N/A**
 - D. 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;
 - E. Contractor's License No.: N/A
 - F. Required Bidder Qualification Statement with supporting data and Project References;

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]*Denali Water Solutions LLC

By:

*[Signature]**[Printed name]*Jeffrey J. LeBlanc, Chief Growth Officer*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]**[Printed name]*Gary Aldridge

Title:

Project Assistant

Submittal Date:

September 2, 2022

Address for giving notices:

3308 Bernice Avenue, Russellville, AR 72802

Telephone Number: (315) 374-8645

Fax Number: (585) 358-4525

Contact Name and e-mail address: Jeffrey J. LeBlanc- jeffrey.leblanc@denaliwater.com
Glen Knecht - glen.knecht@denaliwater.com
Drew O'Hara - drew.ohara@denaliwater.com

Bidder's License No.: N/A
(where applicable)



Addendum Acknowledgment



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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

**ADDENDUM #1
RFP #2023-40
WPCF Digester Tank Cleaning Phase 1**

30th August, 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.

Questions:

1. Do you have a project estimate for the Fairfield WPCF Digester Tank Phase #1?

Response: The estimate is not available.

2. Prior history on dewatering from these two manholes -pump size requirements.

Response: 120-volt submersible plug in pump with 1 ½ inch discharge were used in the past with good results.

3. If plant power goes out, is plant - furnished power supply on backup generator such that dewatering pumps would be powered?

Response: Ground dewatering pumps will be powered on back-up generator, dewatering equipment powered out of the Septage building will not.

4. What is bottom floor elevation of off-line aeration tank - how is it groundwater protected?

Response: This is a process tank under normal flows, there are duckbills that will allow groundwater into the tank should it become too high.

ADDENDUM #1
RFP #2023-40
WPCF Digester Tank Cleaning Phase 1
(page 2 of 2)

- 5. How long after cleaning is complete will the groundwater pumping continue? Will digester inspection with plant owned equipment immediately follow tank cleaning?**

Response: Groundwater pumping will be taken over by town owned equipment after cleaning has been inspected by Wright Pierce and the contractor is released. Assume 1-week beyond a formal request for inspection.

- 6. Per, ARTICLE 7, "E." - Is a Contractor's License required for the WPCF PRIMARY DIGESTER TANK CLEANING project? Typically, Contractor Licenses are not required for this type of work**

Response: N/A – A contractor's license is not required for phase 1.

End of Addendum #1

Company: Denali Water Solutions LLC Name: Hailey West Signature: Hailey West Date: September 2, 2022

DENALI

Bid Bond

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Denali Water Solutions LLC
3308 Bernice Avenue
Russellville, AR 72802

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices
Same as above

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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



WPCF Primary Digester Tank Phase #1 – Remove/Dewater, Haul and Dispose of Sludge/Solids/Grit Bid #2023-40

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 7th day of September, 2022

(Witness) 

(Witness) Karen Socha

Denali Water Solutions LLC

(Principal)

(Seal)

By:

(Title)

 Jeffrey J. LeSang, Chief Operating Officer

United States Fire Insurance Company

(Surety)

(Seal)

By:

(Title) William T. Krumm Attorney-in-Fact



State of Illinois

County of Cook

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Jodie Sellers Notary Public of Cook County, in the State of Illinois,

do hereby certify that William T. Krumm Attorney-in-Fact, of the United States Fire

Insurance Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

United States Fire Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in
said County, this 7th day of September, 2022.



Notary Public Jodie Sellers
My Commission expires: May 22, 2023



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

William T. Krumm

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond
Principal: Denali Water Solutions LLC
Obligee: Town of Fairfield Purchasing Authority

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on March 25th, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.



UNITED STATES FIRE INSURANCE COMPANY

A.R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686**

MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7th day of September, 2022.



UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President

DENALI

References



3308 Bernice Avenue
Russellville, Arkansas 72802
479-498-0500

References

County of Onondaga

Emergency Dewatering Digester Cleaning

650 Hiawatha Blvd West, Syracuse NY 13204

March – July 2021

Contact: **Paul McInerney Construction Superintendent** 315-435-2260 ext. 307

PaulMcInerney@ongov.net

Contract Value - Multiple projects \$600,000.00 emergency dewatering, \$1M digester cleaning

City of Binghamton, NY

Water Treatment Plant Residuals Dewatering and Disposal Project

25 Broome Street, Binghamton, NY

Contact: **Jeff Kruger 607-343-9027**

Completion – 8-2017, again 6-2018, 10-2019

Contract Value -\$215,000.00 (2017) \$214,000.00 (2018) \$200,000.00 (2019)

New York City DEP – Digester Cleaning and mobile dewatering at various NYC WWTP

9605 Corona Blvd. Elmhurst, NY

Contract 1445DIG - Digester Cleaning and Disposal, Emergency Dewatering

Contact: **Mr. John Mak (718) 595-4762 / jmak@dep.nyc.gov**

Contract Value \$11,500,000.00

Housatonic Digester Cleaning Milford CT – Digester Gas piping repairs Project

Westcott and Mapes Engineering

142 Temple Street Suite 202, New Haven, CT 06510

Completion June 2021

Contact: **Mark Davis 203-836-9349**

Contract Value \$1,000,000.00

DENALI

Authority to Do Business



SECRETARY OF THE STATE OF CONNECTICUT

FOREIGN REGISTRATION STATEMENT LIMITED LIABILITY COMPANY - FOREIGN

FILING PARTY(CONFIRMATION WILL BE SENT TO THIS ADDRESS)

Name: ASTRID ELLIOTT

Mailing 200 W CAPITOL AVENUE, SUITE 2300

Address:

City: LITTLE ROCK

State: AR **Zip:** 72201

Country: USA

FILING #0006586991 PG 1 OF 2

VOL E-00034 PAGE 0939

FILED ON 06/27/2019 12:40 PM

SECRETARY OF THE STATE OF CONNECTICUT

1. NAME OF LIMITED LIABILITY COMPANY IN STATE OR COUNTRY OF FORMATION - REQUIRED: (MUST INCLUDE BUSINESS DESIGNATION I.E LLC, L.L.C., ETC.)

DENALI WATER SOLUTIONS, LLC

2. NAME UNDER WHICH THE LIMITED LIABILITY COMPANY WILL TRANSACT BUSINESS IN CONNECTICUT, IF DIFFERENT FROM NAME STATED ABOVE: (MUST INCLUDE BUSINESS DESIGNATION SUCH AS: L.L.C., LLC, ETC.)

DENALI WATER SOLUTIONS, LLC

3. STATE/COUNTRY OF FORMATION - REQUIRED:

DELAWARE

4. DATE OF FORMATION - REQUIRED:

01/17/2008

5. DATE LIMITED LIABILITY COMPANY BEGAN TRANSACTING BUSINESS IN CONNECTICUT - REQUIRED:

06/27/2019

6. ADDRESS REQUIRED TO BE MAINTAINED IN STATE/COUNTRY OF FORMATION OR, IF NOT REQUIRED, THE PRINCIPAL OFFICE ADDRESS OF THE LIMITED LIABILITY COMPANY - REQUIRED:

PRINCIPAL OFFICE ADDRESS

(P.O.BOX UNACCEPTABLE)

Street: 3308 BERNICE AVENUE

City: RUSSELLVILLE

State: AR **Zip:** 72802

Country: USA

MAILING ADDRESS

(P.O.BOX ACCEPTABLE)

Street: 3308 BERNICE AVENUE

City: RUSSELLVILLE

State: AR **Zip:** 72802

Country: USA

OFFICE IN JURISDICTION

(P.O.BOX UNACCEPTABLE)

Street: 251 LITTLE FALL DRIVE

City: WILMINGTON

State: DE **Zip:** 19808

Country: USA

STATE OF FORMATION MAILING ADDRESS

(P.O.BOX ACCEPTABLE)

Street: 251 LITTLE FALL DRIVE

City: WILMINGTON

State: DE **Zip:** 19808

Country: USA

7. APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS-REQUIRED: THE LLC MAY NOT BE APPOINTED AS ITS OWN AGENT; HOWEVER A MANAGER/MEMBER OF THE LLC RESIDING IN CONNECTICUT MAY BE THE AGENT. (COMPLETE A OR B NOT BOTH)

A. ☒ THE LIMITED LIABILITY COMPANY APPOINTS THE SECRETARY OF THE STATE OF CONNECTICUT AND HIS/HER SUCCESSORS IN OFFICE TO BE ITS AGENT, UPON WHOM ANY PROCESS, IN ANY ACTION OR PROCEEDING AGAINST IT, MAY BE SERVED.

B. NAME OF AGENT

SIGNATURE ACCEPTING APPOINTMENT

(IF AGENT IS A BUSINESS ALSO PRINT NAME AND TITLE OF PERSON SIGNING.)

BUSINESS ADDRESS

(P.O.BOX UNACCEPTABLE)

Street: NONE

City:

State: Zip:

Country:

CONNECTICUT RESIDENCE ADDRESS

(P.O.BOX UNACCEPTABLE)

Street: NONE

City:

State: Zip:

Country:

MAILING ADDRESS

Street: NONE

City:

State: Zip:

Country:

8. MANAGER(S) OR MEMBER(S) INFORMATION - REQUIRED:

NAME / TITLE : AMERICAN RESIDUALS GROUP, LLC / MEMBER

BUSINESS ADDRESS (P.O.BOX UNACCEPTABLE)

Street: 3308 BERNICE AVENUE

City: RUSSELLVILLE

State: AR Zip: 72802

Country: USA

RESIDENCE ADDRESS (P.O.BOX UNACCEPTABLE)

Street: NONE

City:

State: Zip:

Country:

9. ENTITY EMAIL ADDRESS-REQUIRED: (IF NONE, MUST STATE "NONE.")

KELVIN.FOSTER@DENALIWATER.COM

10. EXECUTION - REQUIRED: (SUBJECT TO PENALTY OF FALSE STATEMENT) [This document has been executed and filed electronically]

Date: (MM/DD/YYYY) 06/27/2019

NAME OF SIGNATORY (print/type)	CAPACITY/TITLE OF SIGNATORY (print name and title if applicable)	SIGNATURE (required)
ANDREW MCNEILL	PRESIDENT	ANDREW MCNEILL



Statement of Qualifications



STATEMENT OF QUALIFICATIONS

Denali Water has been in the business of providing residuals management services for the last 25 years and employs a number of experts who have been in the residuals management industry since the 1980s. The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for Denali Water's success as an environmental service company, and it is the reason Denali Water will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the US.

History

Denali Water was originally founded as Terra Renewal in 1995. The original focus of the company was the handling and disposal of wastewater residuals from industrial plants via land application for beneficial use as a fertilizer. The focus of the business quickly expanded to include municipal biosolids, spent fryer oil and grease, and handling of spent gas and oil exploration and production fluids. At its peak, it was one of the largest waste companies in the United States with operations in greater than 20 states and was land applying greater than one billion gallons of wastewater residuals on over 225,000 acres of farm fields. Ultimately, the company divested of its oil & gas business and its rendering business (i.e. spent fats and greases). As a result of these divestitures, the name of the company was changed to Denali Water Solutions.



In many states, Denali Water was an early pioneer in land application permitting process and has led the industry with safe, responsible management of organic residuals. The Company takes pride in its work and its relationships with customers and with officials in regulatory agencies across the US. The goal of Denali Water is to continue to grow and evolve with this ever-changing industry.

In 2016, Denali combined forces with WeCare Organics LLC and formed a subsidiary known as WeCare Denali LLC which services with mid-Atlantic region on the US, including New York, New Jersey, Maryland, Pennsylvania, and more. The company is now second largest handler of municipal biosolids in the United States, the largest provider of industrial food processing residuals management and operates from coast to coast. Denali offers an array of services including land application, Class A processing, dredging, composting, permitting, mobile dewatering, outsourced dewatering, geo-textile tube dewatering, lagoon and digester cleanout, and transportation services. Recent acquisitions have expanded Denali Water's service offerings in biosolids, green waste, and food waste composting.

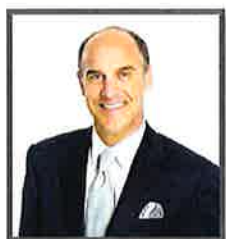


The Denali Team

We believe that we are only as good as our team. Denali has had the same leadership in place since 2002 and has a seasoned team of industry veterans and has had limited turnover in its management team for many years. This is because we foster a culture that makes people proud to say they work at Denali because of how it treats its employees, customers, and the community.

The key personnel working for Denali have a combined 100+ years of experience in the biosolids and residuals transportation and management industry. Whether it's a treatment facility producing as little as 300 tons per year or 150,000 tons per year, our experienced, friendly, and knowledgeable staff has provided years of success and satisfaction for our clients.

CHIEF EXECUTIVE OFFICER - ANDY MCNEILL



With over 15 years of industry experience Andy has led as CEO since 2002. Andy graduated from Auburn University with a BS in accounting and holds an MBA from the University of Notre Dame. Andy frequently speaks on topics associated with the company, including land application and beneficial reuse, and serves on various boards.

PRESIDENT / CHIEF GROWTH OFFICER - JEFFREY J. LEBLANC



Jeff joined Denali Water Solutions LLC, as its President, when it acquired the key assets of WeCare Organics, LLC in 2016. Jeff is now the Chief Growth Officer, responsible for overseeing all aspects of sales, marketing and business development, as well as environmental and regulatory compliance. Jeff has played a key role in Denali's growth, as the industry leader in recycling of waste and residuals, and as a frequent guest speaker at industry conferences and seminars.

Jeff is focused on Denali's strategy as a full-service residual management company commissioned to bridge the gap between the farmer and the environmental community via the operations, management and distribution of residual based products, such as WeCare Compost®. In addition, Jeff has led the Company's vision to be the "landfill-alternative" and has steered the Company's advancement in managing source separated organics, such as green waste, food waste, food processing waste and biosolids.

CHIEF ENVIRONMENTAL OFFICER – JIMMY MARDIS



Jimmy is Denali's Chief Environmental Officer with over 25 years of experience in the Environmental Management food industry, with a focus on environmental. He also served for seven years as a pilot in the United States Air Force. Jimmy is a founding Board Member of the Illinois River Water Shed Partnership and Board Member for Shiloh Christian School. He lives and works in Rogers, AR with his wife Terri.

CHIEF FINANCIAL OFFICER – ROB CURREY



Rob Currey serves the company as its Chief Financial Officer. Rob's professional experience has been focused on the intersection of entrepreneurship, energy and resource use, and environmental stewardship. Rob's diverse background spans private equity investing, renewable-energy project development, corporate strategy at a large multinational company, and most recently, CFO roles at companies focused on delivering municipal wastewater systems and services. Rob received a graduate degree from Duke University with a Master of Environmental Management. Rob pursued his undergraduate studies at Princeton where he earned his Bachelor of Science degree in Engineering, and where he played varsity football.

VICE PRESIDENT, SALES & DEVELOPMENT – GLEN KNECHT



Glen has nearly 25 years of experience in Sales Management within various industries, focusing on waste management, environmental awareness, and relationship building. He has worked in the residuals management industry for the past ten years. Glen joined Denali in 2020 to grow the municipal business in the Northeast. Glen holds a bachelor's degree in Business/Sociology from the University of South Carolina and volunteers with nonprofit organizations in his community.

VICE PRESIDENT OF DEWATERING – DREW O'HARA



Drew brings over 35 years of residuals, dredging and dewatering experience in the Northeastern U.S. to the Denali team. He has been involved with multiple dewatering technologies and various challenging projects in his years as a Project Developer and Manager. His completed project list includes many major cities of the Northeast, including Philadelphia, New York, Boston, Buffalo, Syracuse and many smaller communities.

Drew has been with Denali since 2016, and is currently the Vice President for the Dredging and Dewatering division.

Drew holds a bachelor's degree from Rutgers University, and resides in Western Massachusetts with his wife. His outside interests are primarily focused on his family, and he enjoys riding his motorcycle in his free time.

GENERAL MANAGER, MID-ATLANTIC – CHARLIE GOLDEN



Charlie has over 13 years of experience in the environmental residuals management industry. He holds a Bachelor of Science degree in Turf Management. Charlie began his career with Terra Renewal, since acquired by Denali, with responsibilities including land management and event services sales, as well as growing the daily haul business in the central region. Charlie was involved in mergers and acquisitions, directed business development, and now oversees all operations and sales in the Mid-Atlantic region, managing thousands of tons per week of residuals to be beneficially reused.

VICE PRESIDENT, HUMAN RESOURCES - LINDSEY HILL



Lindsey joined Terra Renewal Services in August 2009. She has held several positions with TRS and Denali Water Solutions, including the most recent position of Vice President, Human Resources. Lindsey attended the University of Central Arkansas and is a graduate of the Institute for Organization Management. Prior to joining Terra, Lindsey served as Vice President of the Russellville and Morrilton, AR Chambers of Commerce and held the certification of Professional Community and Economic Developer.

DIRECTOR OF SAFETY - JASON R. RAMSEY



Jason is the Director of Safety for Denali. He is responsible for safety programs and procedures, risk assessment, and compliance with USDOT, FMCSA, and OSHA regulations. Jason has 8 years of experience with Terra and Denali and has several years of experience in business development, safety, executive management, compliance, and was previously a State Trooper. He holds a bachelor's from the University of Arkansas. Jason also serves as a Board Member for the Arkansas State Police Foundation.

DENALI

"Waste should not be wasted"

RESIDUALS MANAGEMENT SOLUTIONS



**WATER &
WASTEWATER
RESIDUALS**



**FOOD
PROCESSING
RESIDUALS**



**FOOD
WASTE**



**GREEN
WASTE**



**WeCARE
ORGANIC
PRODUCTS™**



**DENALI
TECHNOLOGIES**

3308 Bernice Avenue
Russellville, Arkansas 72802
(479) 498-0500
DenaliWater.com



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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

**ADDENDUM #1
RFP #2023-40
WPCF Digester Tank Cleaning Phase 1**

30th August, 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.

Questions:

1. Do you have a project estimate for the Fairfield WPCF Digester Tank Phase #1?

Response: The estimate is not available.

2. Prior history on dewatering from these two manholes -pump size requirements.

Response: 120-volt submersible plug in pump with 1 ½ inch discharge were used in the past with good results.

3. If plant power goes out, is plant - furnished power supply on backup generator such that dewatering pumps would be powered?

Response: Ground dewatering pumps will be powered on back-up generator, dewatering equipment powered out of the Septage building will not.

4. What is bottom floor elevation of off-line aeration tank - how is it groundwater protected?

Response: This is a process tank under normal flows, there are duckbills that will allow groundwater into the tank should it become too high.

ADDENDUM #1
RFP #2023-40
WPCF Digester Tank Cleaning Phase 1
(page 2 of 2)

5. How long after cleaning is complete will the groundwater pumping continue? Will digester inspection with plant owned equipment immediately follow tank cleaning?

Response: Groundwater pumping will be taken over by town owned equipment after cleaning has been inspected by Wright Pierce and the contractor is released. Assume 1-week beyond a formal request for inspection.

6. Per, ARTICLE 7, “E.” - Is a Contractor’s License required for the WPCF PRIMARY DIGESTER TANK CLEANING project? Typically, Contractor Licenses are not required for this type of work

Response: N/A – A contractor’s license is not required for phase 1.

End of Addendum #1

Company: _____ Name: _____ Signature: _____ Date: _____

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

THIS AGREEMENT is by and
between

Town of Fairfield

("Owner") and

Denali Water Solutions 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:

Primary Digester Tank Phase #1 – Remove/Dewater, Haul and Dispose of Sludge/Solids/Grit

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Remove/Dewater, Haul and Dispose of Sludge/Solids/Grit from the Primary Digester Tank at the WPCF.

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 90 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 105 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

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. Town of Fairfield Terms and Conditions
 - 6. General Conditions Section 00700
 - 7. Supplementary Conditions Section 00800
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings (not attached but incorporated by reference)
 - 10. Addenda No. 1.
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 12. 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.)

WATER POLLUTION CONTROL AUTHORITY COMMISSION

Draft Minutes

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

A WPCA Regular meeting was held via Webex at 7:00 p.m. on Wednesday, September 21, 2022.

Present: Vice Chairman Joseph D'Avanzo, Chairman Mark Elletson, Matt Manchisi, Tom McCarthy, Chris Steiner

Absent: Ron Drew, Nancy Lefkowitz

Also Present: John Bodie WPCA Superintendent, John Clancy WPCA Administrator/Inspector, Christine Pacelli WPCA Project Manager

1. Call to Order – Chairman Elletson called the meeting to order at 7:01 p.m.

2. Bills and Communications

a. Approval of the July 20, 2022, Regular Meeting Minutes

Joseph D'Avanzo motioned to approve the July 20, 2022, Regular meeting minutes. Chris Steiner seconded the motion which carried unanimously, 5-0. (D'Avanzo, Elletson, Manchisi, McCarthy, Steiner in favor)

b. Approval of the new Sewer user fee and I & I rates from the August 2, 2022, Public Hearing

Joseph D'Avanzo motioned to amend the item to “approve the meeting minutes of August 2, 2022, that was for the discussion and rate setting of the new sewer user fees and I & I rates”. Tom McCarthy seconded the motion which carried, 4-0-1. (D'Avanzo, Elletson, McCarthy, Steiner in favor and Manchisi abstained)

Chris Steiner motioned to approve the amended motion. Tom McCarthy seconded the amended motion which carried, 4-0-1. (D'Avanzo, Elletson, McCarthy Steiner in favor and Manchisi abstained)

c. Approval of the Special meeting minutes of September 13, 2022

Chris Steiner motioned to approve the Special meeting minutes of September 13, 2022. Tom McCarthy seconded the motion which carried, 4-0-1. (D'Avanzo, Manchisi, McCarthy, Steiner in favor and Elletson abstained)

3. New Business

a) Discuss a pool water discharge policy

Mr. Elletson explained that Sacred Heart University has recovery tubs that they need to periodically empty and that WPCA does not allow pools to be drained into the sewer system. Mr. Bodie had been asked to check with the YMCA on what they do with their pool water but hasn't received a reply. The Commission discussed allowing for a scheduled discharge and to charge a fee in addition to their water usage fee. The Commission issue is to prevent water entering the watershed (In this example, SHU's facility is close to Lake Mohegan). Mr. Bodie reached out to 12 surrounding communities to determine how they handle chlorinated pool discharge into the sewer system; only two responded and said they do not allow. The discussion continued to work on a solution, including a discussion on DEPs view, how much additional water would be entering the seage plant, and how to prevent Chlorinated water going into the storm drains and eventually Long Island Sound. Mr. Bodie suggested we ask SHU to dechloranate the water and coordinate time of discharge with us or have them hire a company to pump the water into a tanker and the plant could schedule feeding it into the plant. Mr. Bodie will meet with SHU to get more information and report back to the Commission at the next meeting. Mr. D'Avanzo asked how many pools are in Town and would be subject to any policy. Mr. Elletson asked how Fairfield University currently handles their pool.

b) Act on a request to modify the Sewer Invoice Review Policy to give authority to the Town Tax Collector (or his/her designee) to adjust sewer bill for special use properties such as but not limited to farms, nurseries, special use manufacturers

Mr. D'Avanzo gave background.

Matt Manchisi motioned to modify the Sewer Invoice Review Policy to give authority to the Town Tax Collector (or his/her designee) to be authorized to adjust sewer bills for special use properties such as but not limited to farms, nurseries, special use manufacturers. Chris Steiner seconded the motion which carried unanimously, 5-0. (D'Avanzo, Elletson, Manchisi, McCarthy, Steiner in favor)

c) Allow sewer adjustments to be made by the Tax Collector (or designee) if said adjustment is less than \$2,000

Chris Steiner motioned to allow sewer adjustments to be made by the Tax Collector (or designee) if said adjustment is less than \$2,000. Matt Manchisi seconded the motion.

Mr. D'Avanzo supplied history on prior practice.

Chris Steiner amended the motion "to allow the sewer adjustment to be made by the Tax Collector (or their designee) if said adjustment is less than \$2,000. If said adjustment is denied by the Tax Collector, the payee can bring their appeal to the WPCA". Matt Manchisi seconded the motion which carried unanimously, 5-0. (D'Avanzo, Elletson, Manchisi, McCarthy, Steiner in favor)

d) Act, discuss and approve additional funding for Center Street Pump Station and South Pine Creek Pump Station design - \$600,000

Mr. Bodie furnished background on both projects.

Joseph D'Avanzo motioned to approve additional funding up to \$300,000 for the design of the Center Street Pump Station including the forced main. Matt Manchisi seconded the motion.

The motion carried unanimously, 5-0. (D'Avanzo, Elletson, Manchisi, McCarthy, Steiner in favor)

Joseph D'Avanzo motioned to approve additional funding up to \$300,000 for the design of the South Pine Creek Pump Station and forced main. Chris Steiner seconded the motion which carried unanimously, 5-0. (D'Avanzo, Elletson, Manchisi, McCarthy, Steiner in favor)

e) Discussion on TradeMark building invoicing issue

Mr. Bodie reported the Tax Collector, Mr. Kluczowski, reviewed the prior history on 665 Commerce Drive and discovered the property had not been invoiced for sewer use since inception. The outstanding charge that has been invoiced is \$52,685.40. Mr. Kluczowski met with the owner's lawyer last week. He is now looking back at other properties to determine if any other properties were also not invoiced. Mr. Elletson said this should have been picked up through Aquarion and is concerned what others has been missed in the past. Mr. D'Avanzo volunteered to compile a list of all the past major projects and determined if they are on our billing system. An request to obtain Aquarion's top 200 users by volume and perform an audit to ensure they are paying for sewer usage. Mr. Bodie and Mr. D'Avanzo will speak with Mr. Kluczowski to determine the best approach.

4. Old Business

a) Digester update

Mr. Bodie said they increased the amount requested from Town Boards for the "cleanout" of the damaged Digester from \$531,600 to \$625,000. The money was approved by the RTM and BOF. He worked with Purchasing on the bid award and the item may have to go back before the BOS before entering into a contract. The contractor is ready to go once approval is in place.

b) Wright Pierce I&I study update

Mr. Bodie reported the first phase smoke testing is complete. Wright-Pierce tested 13 miles of sanitary sewer. They found 91 addresses where smoke was coming into people houses. The smoke pumped into the system to determine leaks found leaks in pipes, sump pumps and roof leaders. Mailers will be sent to residents where issues were identified notifying them of a potential hazard but the resident must grant permission to allow access to homes to further investigate. Mr. D'Avanzo requested all correspondence to residents be reviewed by Town Attorney before being sent. Manhole inspections were done simultaneously. The flow monitoring phase will begin this spring. \$200,000 is allocated for CCTV work to begin. Once the work is complete

issues can be prioritize and cost estimates can be determined. and results. AS sump pumps and rain leader are not allowed to be connected to the sewer system, Mr. Bodie will check with Town Attorney Baldwin on how to handle these illegal hookups.

5. Update on Current Projects

Mr. Bodie gave an update on the current projects that included the hardening project, microgrid, metrocenter, east trunk interceptor and Carriage Drive.

6. Status Update on Sewer Bypasses

There was one by-pass on August 29, 2022, at 140 Melville Drive, approximately 150 gallons discharged.

7. Adjourn

Joseph D'Avanzo motioned to adjourn the meeting at 8:04 p.m. Thomas McCarthy seconded the motion which carried unanimously, 5-0. (D'Avanzo, Elletson, Manchisi, McCarthy, Steiner in favor)

Respectfully submitted,

Sheila Tesei
Recording Secretary

Center Street Pump Station and Force Main – Design only Cost - \$300,000

1. **Background** – Center Street pump station was built in 1965 and is the second oldest in the town. The station is a wet well/dry well type. The pumps were replaced in 2000, controls were replaced in 2002, and the generator was replaced in 2012. The fourteen-inch force main is 2,880 feet in length and is original. All other equipment is original.
2. **Purpose and Justification** – The purpose of the request is to design a new station and force main, using state of the art components and controls to ensure continued and uninterrupted service.
3. **Detailed Description of Proposal** – Upgrade electrical and mechanical equipment, as well as piping and controls. Check building structures ability to withstand extreme weather events and mitigate potential flooding concerns. Install a provision for a third pump and the addition of piping and valves to facilitate a portable by-pass pump pack.
4. **Reliability of Cost Estimate** – Based on a scale of 0 to 10, this is a 10. This is for design only.
5. **Increased Efficiency or Productivity** – Building will be up to code with the latest energy efficient pumps and controls. New piping and building upgrades will ensure long service life and protection from storms that could cause environmental impacts.
6. **Additional Long Range Costs** – Maintenance of the station will be bore by the WPCA out of the annual operating budget.
7. **Additional Use or Demand on Existing Facilities** – None.
8. **Alternatives to this Request** – None. Design only.
9. **Safety and Loss Control** –None for Town.
10. **Environmental Considerations** – These considerations will be addressed when project goes to construction.
11. **Insurance** – All selected participants will be required to carry the necessary insurance as directed by the Town of Fairfield.
12. **Financing** – Funded through the WPCA fund balance.
13. **Other Considerations**: None.

Other Approvals:

WPCA Committee	-	Sept 21, 2022
Board of Selectman	-	Oct 3, 2022
Board of Finance	-	Oct 4, 2022
RTM	-	Oct 24, 2022

1. **Background** – South Pine Creek pump station was constructed in 1983 as a can style with the dry well and wet well both underground. The town constructed a building over the underground station in 1985. Pumps and controls were upgraded in 2012 with equipment purchased in 2003. There is no on-site emergency generator; a portable is used during emergencies. The building is basic and needs to be insulated and upgraded to current standards in regards to storm resiliency.
2. **Purpose and Justification** – The purpose of the request is to design a new station and force main, using state of the art components and controls to ensure continued and uninterrupted service.
3. **Detailed Description of Proposal** – Upgrade electrical and mechanical equipment, as well as piping and controls. Check building structures ability to withstand extreme weather events and mitigate potential flooding concerns. Install additional piping and valves to facilitate a portable by-pass pump pack.
4. **Reliability of Cost Estimate** – Based on a scale of 0 to 10, this is a 10. This is for design only.
5. **Increased Efficiency or Productivity** – Building will be up to code with the latest energy efficient pumps and controls. New piping and building upgrades will ensure long service life and protection from storms that could cause environmental impacts.
6. **Additional Long Range Costs** – Maintenance of the station will be bore by the WPCA out of the annual operating budget.
7. **Additional Use or Demand on Existing Facilities** – None.
8. **Alternatives to this Request** – None. Design only.
9. **Safety and Loss Control** –None for Town.
10. **Environmental Considerations** – These considerations will be addressed when project goes to construction.
11. **Insurance** – All selected participants will be required to carry the necessary insurance as directed by the Town of Fairfield.
12. **Financing** – Funded through the WPCA fund balance.
13. **Other Considerations**: None.

Other Approvals:

WPCA Committee	-	Sept 21, 2022
Board of Selectman	-	Oct 3, 2022
Board of Finance	-	Oct 4, 2022
RTM	-	Oct 24, 2022

20 YEAR

A RESOLUTION APPROPRIATING \$3,489,757 FOR THE COST OF ROOF REPLACEMENT PROJECTS AT SHERMAN ELEMENTARY SCHOOL AND RIVERFIELD ELEMENTARY SCHOOL AND DESIGN SERVICES FOR THE ROOF REPLACEMENT PROJECT AT HOLLAND HILL ELEMENTARY SCHOOL AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION

RESOLVED:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield (the "Town") hereby appropriates the sum of Three Million Four Hundred Eighty-Nine Thousand Seven Hundred Fifty-Seven and 00/100 Dollars (\$3,489,757) for costs related to: i) the Sherman Elementary School partial roof replacement project in the amount of \$1,916,647, which costs include but are not limited to: disposal of existing roof; materials; engineering services; architectural services; project inspection and oversight; and installation of the new roof (the "Sherman Project"); ii) the Riverfield Elementary School partial roof replacement project in the amount of \$1,565,110, which costs include but are not limited to: disposal of existing roof; materials; engineering services; architectural services; project inspection and oversight; and installation of the new roof (the "Riverfield Project"); iii) design services for the partial roof replacement project at Holland Hill Elementary School in the amount of \$8,000 (the "Holland Hill Project"); and iv) all related administrative, financing, legal, contingency and other soft costs related to the Sherman Project, the Riverfield Project and the Holland Hill Project (collectively the "Project").
2. To finance such appropriation and in lieu of a tax therefor, and as recommended by the Board of Finance and the Board of Selectmen, the Town may borrow a sum not to exceed Three Million Four Hundred Eighty-Nine Thousand Seven Hundred Fifty-Seven and 00/100 Dollars (\$3,489,757) and issue its general obligation bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.
3. The Board of Selectmen, the Treasurer and the Chief Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying

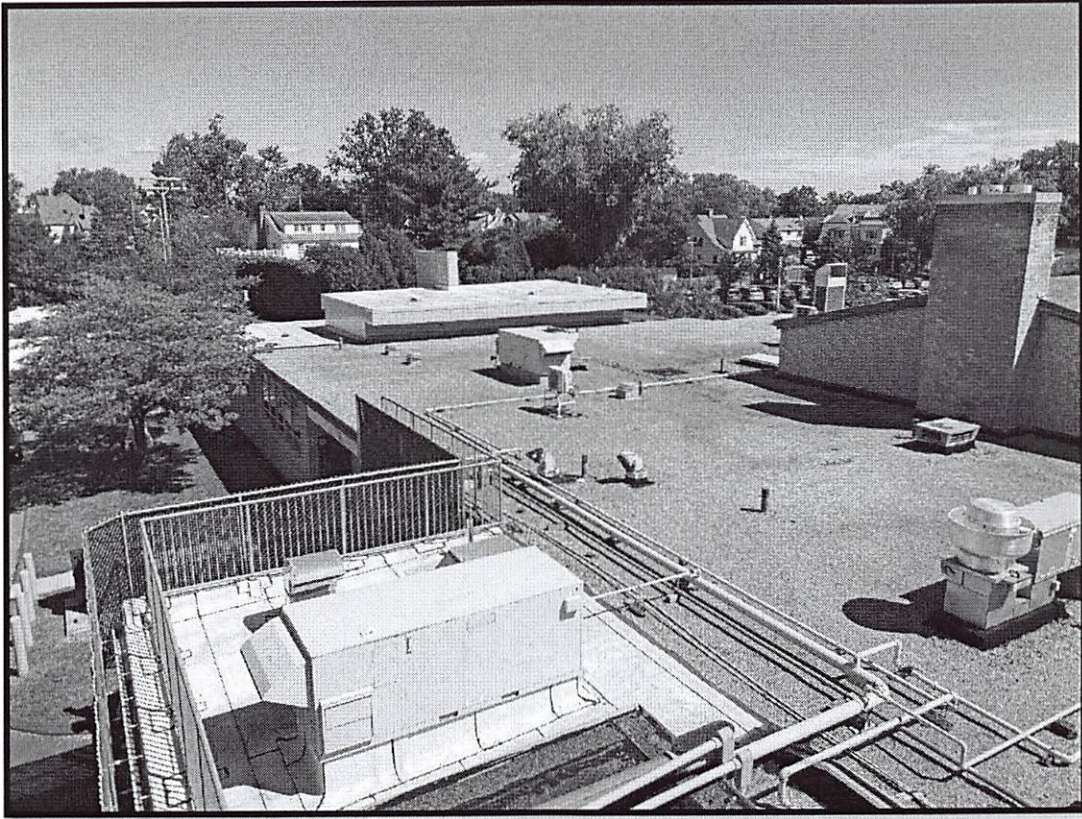
agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, as amended (the "Statutes") including Chapter 748 (Registered Public Obligations Act) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectwoman and Treasurer or Chief Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The First Selectwoman and Treasurer or Chief Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
6. The bonds may be designated "Public Improvement Bonds of the Town of Fairfield", series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than 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 Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Statutes. Notes evidencing such borrowings shall be signed by the First Selectwoman and Treasurer or Chief Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.
8. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
9. The First Selectwoman, Chief Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
10. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Statutes and the laws of the United States.
11. The First Selectwoman or other proper Town official, including the Board of Education, is authorized to apply for and accept any available State or Federal grant in aid of the financing of the Project, and to take all action necessary and proper in connection therewith. Any such grants or contribution received prior to the issuance of the bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolution and shall reduce the amount of the bonds that can be issued pursuant to this resolution. If such grants and contributions are received after the issuance of the bonds, they shall be applied

to pay the principal on the bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax-exempt status of the bonds or the Town's receipt of such grant or contribution.



Roger Sherman Elementary School Partial Roof Replacement Project

APPROVED FOR
DISTRIBUTION

By BOE
9/29/2022

Roger Sherman Elementary School

Roger Sherman Elementary School Partial Roof Replacement **\$1,916,647**

Background: Five roof areas are at the end of their useful lives and are in need of replacement. Two roofs were installed in 1991, and the other three were installed in 2000. These roofs are out of warranty as of 2016 and 2020, respectively. The roof systems are showing signs of failure, and our roof preventative maintenance contractor has reported that it is time to replace these roofs before further damage increases rapidly. This request is for the funding of the replacement of these roofs.

Purpose & Justification: The conditions of these five roofs are declining, and leaks are increasing in frequency and severity. Replacing these roofs now will prevent the need to replace them in an emergency, thus preventing disruption to the school's learning environment.

Detailed Description: This expenditure would cover the total costs for removing the five roof areas down to the existing roof deck and installing a new roofing system. These funds would also cover the bidding and construction administration costs and a contingency for unforeseen conditions that might be uncovered during construction activities. The replacement of a new roofing system will carry a minimum twenty-year warranty.

Estimated Cost: The cost of this funding request is \$ 1,916,647. This number was based on the probable cost estimate provided a Silver/Petrucelli Architects, the architectural design firm hired to design this roof replacement project.

Long Range Costs: Roof replacements will reduce the maintenance costs on old roofs and produce energy savings through a better insulated roof system. This roof replacement project is part of the Fairfield Public Schools waterfall schedule, and the anticipated life of this upgrade is 20+ years with our current roof preventative maintenance program.

Demand on Existing Facilities: This project would reduce the maintenance costs for roof repairs and increase energy efficiency in the building.

Security, Safety, and Loss Control: The new roofing system will provide a dry and safe environment for optimum working and learning.

Environmental Considerations: The new roofing system would meet all new current codes and be consistent with the industry standard. It would also reduce greenhouse gases through increased energy efficiency.

Funding, Financing & OSCG&R: This project would not proceed without funding approval. This project does qualify for reimbursement through the OSCG&R program.

Schedule, Phasing & Timing: The schedule for this project would be a late fall bid in 2022. This early bidding will facilitate the best pricing for a 2023 summer recess project. All work would be performed and completed during the 2023 summer recess.

Other Considerations: The Town Purchasing Department will bid out this work, which will be awarded to a licensed professional contractor. The Town's attorney will review all contracts and advise the Board of Selectmen on executing contracts with the winning bidder. This project does require the formation of a Town of Fairfield Roof Building Committee to qualify for CT OSCG&R reimbursement.

Alternates to The Request: The alternate would be to keep performing regular maintenance and repairs to a failing infrastructure at a higher cost. Additionally, by not performing this work, we risk the ability to provide a dry and secure building. Not performing this work can potentially compromise the indoor air quality of the building.

Fairfield Public Schools Long Term Facilities Plan

Project Summary Sheet

General Information

Origination Date: 7/1/21
 Project No: SHERM-001
 Project Name: Roof Replacement

Non-Reoccurring Status

Project Description:

Status:

Project Budget

Design Budget:	\$0
Construction Budget:	\$0
Construction Escalation:	\$0
Total Construction Budget:	\$0
Escalation Date:	7/1/2021
Estimated Construction Start:	7/1/2023
Miscellaneous Fees and Expenses:	
- State Permits (.0026%)	\$0
- Testing & Inspections	\$0
- Advertising	\$0
Construction Admin	\$0
Commissioning	\$0
Hazardous Materials	\$0
Other	\$0
Subtotal Fees & Expenses:	\$0
Project Subtotal	\$0
Project Contingency 10%	\$0
Total Budget	\$1,916,647

OSCGR Eligible? Yes

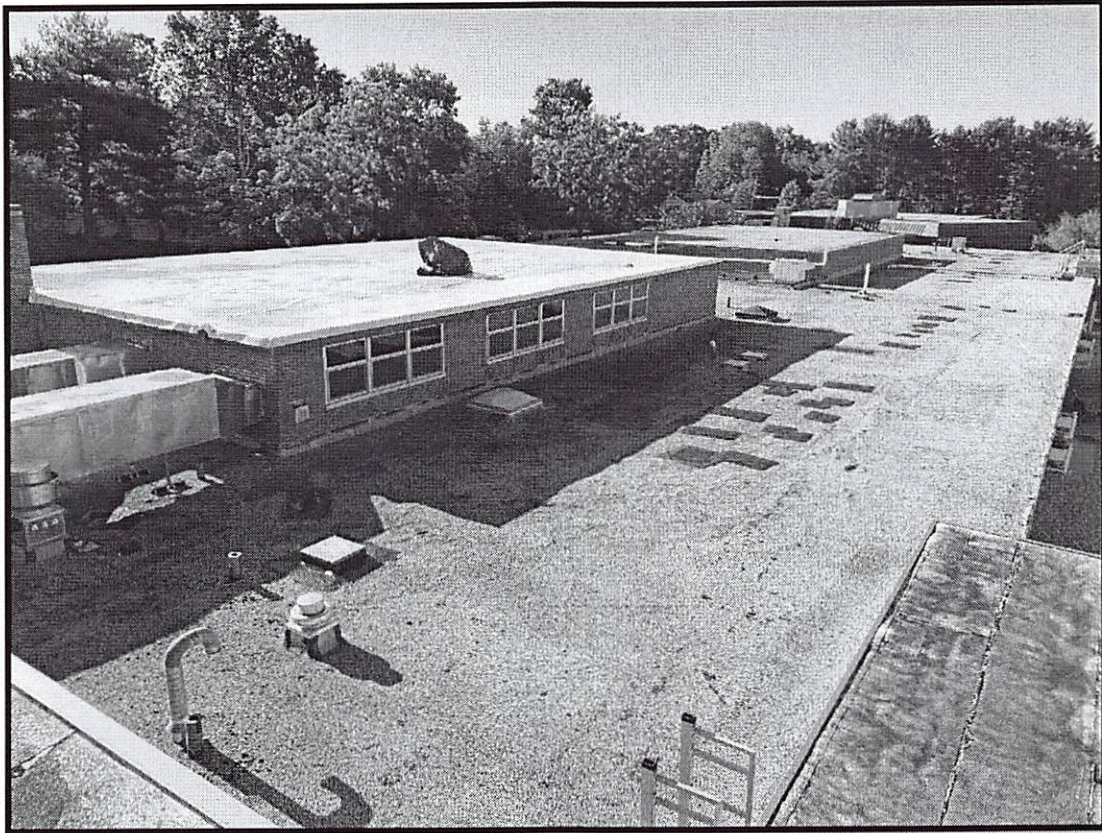
OSCGR Reimbursement \$450,255

Action Items

1.00

Project Priority Ranking

- Security	0
- Severity of Condition	0
- Code/Statutory	0
- Programmatic Need	0
- Constructability/Sequencing	0



Riverfield Elementary School Partial Roof Replacement Project

APPROVED FOR
DISTRIBUTION

By BGE
9/29/2022

Riverfield Elementary School

Riverfield Elementary School Partial Roof Replacement

\$1,565,110

Background: Riverfield had a new roof installed in 1991. In 2012 a roof warranty extension project was done to extend the useful life of the roof area. This past year the roof system began to exhibit signs of rapid failure and increased leaks in quantity and severity. Our roof preventative maintenance contractor (Tecta America) performed several larger area repairs that will be sufficient to maintain a dry building for this school year. Tecta America has reported that it is time to replace these roofs before these 'temporary' larger area repairs fail and further damage increases rapidly. This request is for the funding of the replacement of these roofs.

Purpose & Justification: The conditions of these four roofs are declining, and leaks are increasing in frequency and severity. Replacing these roofs now will prevent the need to replace them as an emergency, thus preventing disruption to the school's learning environment.

Detailed Description: This expenditure would cover the total costs for removing the five roof areas down to the existing roof deck and installing a new roofing system. These funds would also cover the bidding and construction administration costs and a contingency for unforeseen conditions that might be uncovered during construction activities. The replacement of a new roofing system will carry a minimum twenty-year warranty.

Estimated Cost: The cost of this funding request is \$ 1,565,110. This number was based on the probable cost estimate provided a Silver/Petrucelli Architects, the architectural design firm hired to design this roof replacement project.

Long Range Costs: Roof replacements will reduce the maintenance costs on old roofs and produce energy savings through a better insulated roof system. This roof replacement project is part of the Fairfield Public Schools waterfall schedule, and the anticipated life of this upgrade is 20+ years with our current roof preventative maintenance program.

Demand on Existing Facilities: This project would reduce the maintenance costs for roof repairs and increase energy efficiency in the building.

Security, Safety, and Loss Control: The new roofing system will provide a dry and safe environment for optimum working and learning.

Environmental Considerations: The new roofing system would meet all new current codes and be consistent with the industry standard. It would also reduce greenhouse gases through increased energy efficiency.

Funding, Financing & OSCG&R: This project would not proceed without funding approval. This project does qualify for reimbursement through the OSCG&R program.

Schedule, Phasing & Timing: The schedule for this project would be a late fall bid in 2022. This early bidding will facilitate the best pricing for a 2023 summer recess project. All work would be performed and completed during the 2023 summer recess.

Other Considerations: The Town Purchasing Department will bid out this work, which will be awarded to a licensed professional contractor. The Town's attorney will review all contracts and advise the Board of Selectmen on executing contracts with the winning bidder. This project does require the formation of a Town of Fairfield Roof Building Committee to qualify for CT OSCG&R reimbursement.

Alternates to The Request: The alternate would be to keep performing regular maintenance and repairs to a failing infrastructure at a higher cost. Additionally, by not performing this work, we risk the ability to provide a dry and secure building. Not performing this work can potentially compromise the indoor air quality of the building.

Fairfield Public Schools Long Term Facilities Plan

Project Summary Sheet

General Information

Origination Date: 7/1/21
 Project No: RIV-001
 Project Name: Partial Roof Replacement

Non-Reoccurring Status

Project Description: 1/20/21 added to waterfall
 9/8/22 combined design and construction monies into one year

Status:

Project Budget

Design Budget:	\$0
Construction Budget:	\$0
Construction Escalation:	\$0
Total Construction Budget:	\$0
Escalation Date:	7/1/2021
Estimated Construction Start:	7/1/2023
Miscellaneous Fees and Expenses:	
- State Permits (.0026%)	\$0
- Testing & Inspections	\$0
- Advertising	\$0
Construction Admin	\$0
Commissioning	\$0
Hazardous Materials	\$0
Other	\$0
Subtotal Fees & Expenses:	\$0
Project Subtotal	\$0
Project Contingency 10%	\$0
Total Budget	\$1,565,110

OSCGR Eligible? Yes
 OSCGR Reimbursement \$367,673

Action Items

1.00

Project Priority Ranking

- Security	0
- Severity of Condition	0
- Code/Statutory	0
- Programmatic Need	0
- Constructability/Sequencing	0

Fairfield Board of Education Proposed Capital Project 2022-2023



Air Conditioning Upgrade Project – Phase I (North Stratfield Elementary School, Osborn Hill Elementary School & Fairfield Woods Middle School)

Approved by the Board of Education on February 3, 2022

February 3, 2022

Dear Board of Education Members:

This booklet provides an overview for the following 2022-2023 Proposed Capital Project Request:

- Districtwide Air Conditioning Upgrade Project- Phase I (North Stratfield Elementary School, Osborn Elementary School & Fairfield Woods Middle School)

We have included the above project in the Fairfield Public Schools' Facilities Plan Waterfall Schedule. Information for this project is provided using the 12-point format devised by the Town of Fairfield and includes:

- Justification and background information.
- A cost estimate that includes previous project information, verbal quotations, and/or written proposals.

We hope you find this information helpful, and we are confident it will answer many of your questions as we begin the budget discussions. Thank you for your continued support.

Sincerely,



Michael Cummings
Superintendent of Schools

MC:lt

**Fairfield Public Schools
2022-2023
Capital & Non-Recurring Projects**

Table of Contents

<u>Location</u>	<u>Project</u>	<u>Estimated Cost</u>	<u>Page</u>
Capital Project			
Districtwide	Air Conditioning Upgrade Project – Phase 1 (North Stratfield Elementary School, Osborn Hill Elementary School & Fairfield Woods Middle School)	\$ 22,701,443	1
<hr/>			
Total		\$ 22,701,443	

Background: The Fairfield Board of Education has been working towards adding air-conditioning to all seventeen school buildings in the district. Burr, Holland Hill, McKinley, Mill Hill, Riverfield, Roger Sherman, Stratfield Elementary schools, and Roger Ludlowe Middle school have complete air-conditioning systems. Jennings, Dwight, North Stratfield, Osborn Hill, Elementary schools, Fairfield Woods and Tomlinson Middle schools, Fairfield Warde, Fairfield Ludlowe, and Walter Fitzgerald High schools have had portions of the buildings air-conditioned using integrated systems or split units. This phase I project would complete the air-conditioning at North Stratfield Elementary School, Osborn Hill Elementary School, and Fairfield Woods Middle School.

Purpose & Justification: The purpose of this project would be to add air-conditioning to North Stratfield Elementary School, Osborn Hill Elementary School, and Fairfield Woods Middle School. Currently, these buildings do not have a large project on the BOE waterfall chart. This project is justified as it would begin to create equality among all district buildings in air-conditioned spaces. In addition, the lack of air-conditioning and the ability to bring fresh air into the building was found to be a significant deficiency during the current pandemic. This project would assist in improving the indoor air quality at non-air-conditioned buildings by reducing areas that can become conducive for mold growth during hot and humid days. Additionally, increasing air-conditioning and air movement in the buildings would increase the air that moves through our air filtration system.

Detailed Description: This expenditure would cover the total cost of this project, and the cash flow distribution would occur over the next three years. (See attached Appendix 2) This funding request would cover all aspects of this project, from planning schematics to equipment installation. Additionally, this funding would cover necessary repairs/replacement/alterations required for the installation of AC - such as acoustic ceilings, LED lights, fire protection system alterations, and the addition of a fire suppression system where deficient. Lastly, this project funding would include commissioning and balancing the new AC system and updating the automated building controls systems where required.

Estimated Cost: The cost of this funding request is \$22,701,443. This number was calculated by determining an operating budget that allows us to perform a complete building evaluation of each of the schools and the best approach to meet the fundamental needs of each building while performing this work. This number also considers a \$1,000,000 grant from the Town and a \$116,320 grant to the BOE.

Long Range Costs: This project would bring additional costs to the district operating budget to provide supplemental equipment needed to perform preventative maintenance. However, new equipment, and filter changes on existing equipment, will allow both to run more efficiently and will positively impact the electrical draw at each building.

Security, Safety, and Loss Control: This project will play a significant role in improving indoor air quality along with improvements in building conditions. This project will enable us to control building moisture and alleviate the safety hazards, unsafe buildings, and material loss created by mold.

Environmental Considerations: All new equipment will meet all regulatory standards.

Funding, Financing & OSCG&R: This project would not proceed without funding approval. There are no State or Federal regulations required for this project at this time. We will continue to look at possible state or federal grants that may help offset the cost of this project. In addition, the project will apply for reimbursement from OSCG&R. Additionally, the Town has committed \$1,000,000 to this project through their ARPA grant application, and the Board of Education has committed \$116,320 to this project through their ESSER II grant.

Other Considerations: The Town Purchasing Department will bid out this work performed by outside professionally licensed contractors. This project will be assigned to a building committee to oversee and meet the state reimbursement requirements.

Alternates to The Request: The alternative to this request would be to divide this project by building and add them to the Board of Education's waterfall over a period of time.

Fairfield Public Schools Long Term Facilities Plan

General Information	
Origination Date:	7/1/21
Project No:	<u>DIST-010</u>
Project Name:	AC Upgrade Phase 1 (Woods/Osborn/North Stratfield)
Non-Reoccurring Status	
Project Description:	Woods 6,277,700 Osborn $4,823,000 + 265,329 = 5,088,329$ North Stratfield $7,774,000 + 265,329 = 8,039,329$

Status:

Project Budget	
Design Budget:	\$0
Construction Budget:	\$19,405,358
Construction Escalation:	\$776,214
Total Construction Budget:	\$20,181,572
Escalation Date:	7/1/2021
Estimated Construction Start:	7/1/2022
Miscellaneous Fees and Expenses:	
- State Permits (.0026%)	\$52,472
- Testing & Inspections	\$0
- Advertising	\$0
Construction Admin	\$201,816
Commissioning	\$201,816
Hazardous Materials	\$0
Other	\$0
Subtotal Fees & Expenses:	\$456,103
Project Subtotal	\$20,637,675
Project Contingency 10%	\$2,063,768
Total Budget	\$22,701,443
OSCGR Eligible?	Yes
OSCGR Reimbursement	\$5,332,978

Action Items

1.00

Project Priority Ranking

- Security	0
- Severity of Condition	0
- Code/Statutory	0
- Programmatic Need	0
- Constructability/Sequencing	0
	0

This page intentionally left blank

Appendix 1

Fairfield Public Schools 10-year Waterfall

ROW	Project #	Non-Recurring		Priority	School Priority	Fiscal Year																
						2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030 - 2033	Project Total	OSCGR Reimbursement	Estimated District Share
1							\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2								\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3								\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4								\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5								\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	District Wide Total					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	District Wide Projects																					
7	DIST-001	Yes	IT Switch Replacement - Phase II	0		\$0	\$0	\$58,176	\$1,165,023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,223,199	\$0	\$1,223,199
8	DIST-002	Yes	IT Server Network - HVAC Controls	0		\$0	\$0	\$27,500	\$247,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275,000	\$0	\$275,000
9	DIST-003	Yes	Security Infrastructure	0		\$0	\$0	\$35,000	\$315,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$350,000
10	DIST-004	Yes	Underground Oil Tank Removal	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$331,551	\$0	\$0	\$0	\$0	\$0	\$481,551	\$0	\$481,551
11	DIST-005	Yes	Solar System Replacements &/or Upgrades	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$387,445	\$0	\$412,445	\$0	\$412,445
12	DIST-006		Tunnel Asbestos Abatement and Reinsulation Project	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$115,000	\$1,782,247	\$0	\$1,897,247	\$0	\$1,897,247
13	DIST-007	Yes	Elementary School Playground Replacements	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$1,937,225	\$0	\$2,062,225	\$0	\$2,062,225
14	DIST-008	Yes	Aboveground Storage Tank (AST) Replacements	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$309,956	\$0	\$329,956	\$0	\$329,956
15	DIST-009	Yes	Retro-Commissioning	0		\$0	\$0	\$0	\$0	\$625,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$625,000	\$0	\$625,000
16	DIST-010		AC Upgrade Phase 1 (Woods/Osborn/North Stratfield)	0		\$0	\$0	\$0	\$0	\$0	\$22,701,443	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,701,443	\$5,332,978	\$17,368,466
17	DIST-011		AC Upgrade Phase 2 (Tomlinson)	0		\$0	\$0	\$0	\$0	\$0	\$0	\$2,322,581	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,322,581	\$545,616	\$1,776,965
18	DIST-012		AC Upgrade Phase 3 (Ludlow)	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,592,783	\$0	\$0	\$0	\$0	\$0	\$0	\$22,592,783	\$5,307,451	\$17,285,332
19	DIST-013		AC Upgrade Phase 4 (Warde)	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,156,303	\$0	\$0	\$0	\$0	\$0	\$26,156,303	\$0	\$26,156,303
20	DIST-014		AC Upgrade Phase 5 (Walter Fitzgerald)	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,756,350	\$0	\$0	\$0	\$0	\$2,756,350	\$0	\$2,756,350
21	DIST-015			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
37	District Wide Projects					\$0	\$0	\$120,676	\$1,727,523	\$625,000	\$22,701,443	\$2,322,581	\$22,742,783	\$26,487,854	\$2,756,350	\$0	\$285,000	\$4,416,873	\$0	\$84,186,084	\$11,186,045	\$73,000,039
	Burr Elementary School																					
38	BUR-001		Roof Replacement Project	0		\$0	\$0	\$0	\$0	\$1,734,703	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,734,703	\$407,513	\$1,327,190
39	BUR-002	Yes	Boiler/Burner Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$996,370	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$996,370	\$0	\$996,370
40	BUR-003	Yes	Entrance Vestibule Project	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,325	\$633,673	\$672,998	\$158,099	\$514,899
41	BUR-004	Yes	Elevator Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$712,932	\$712,932	\$0	\$712,932
42	BUR-005			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
43	BUR-006			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
44	BUR-007			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
45	BUR-008			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
46	BUR-009			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
47	BUR-010			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
68	Burr Elementary School					\$0	\$0	\$0	\$0	\$1,734,703	\$996,370	\$0	\$0	\$0	\$0	\$0	\$0	\$39,325	\$1,346,605	\$4,117,003	\$565,612	\$3,551,390
	Dwight Elementary																					
69	DW-001	Yes	HVAC BMS Controls Upgrades (NR)	0		\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000
70	DW-002		Renovation Project or New	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$50,250,200	\$0	\$0	\$0	\$51,750,200	\$12,157,053	\$39,593,147	
71	DW-003			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
72	DW-004			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
73	DW-005			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
74	DW-006			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
75	DW-007			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
76	DW-008			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
77	DW-009			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
78	DW-010			0	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99	Dwight Elementary					\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$1,500,000	\$50,250,200	\$0	\$0	\$0	\$0	\$51,950,200	\$12,157,053	\$39,793,147

Fairfield Public Schools 10-year Waterfall

ROW	Project #	Non- Recurring		Priority	School Priority	Fiscal Year																
						2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030 - 2033	Project Total	OSCGR Reimbursement	Estimated District Share
	Holland Hill Elementary																					
100	HH-001		Partial Roof Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$8,000	\$1,362,014	\$0	\$0	\$0	\$0	\$0	\$0	\$1,370,014	\$321,841	\$1,048,173
101	HH-002			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
102	HH-003			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
103	HH-004			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
104	HH-005			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
105	HH-006			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
106	HH-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
107	HH-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
108	HH-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
109	HH-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
130	Holland Hill Elementary					\$0	\$0	\$0	\$0	\$0	\$0	\$8,000	\$1,362,014	\$0	\$0	\$0	\$0	\$0	\$0	\$1,370,014	\$321,841	\$1,048,173
	Jennings Elementary																					
131	JEN-001		Additions and alterations (Scope To Be Determined)	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200,000	\$31,536,113	\$0	\$0	\$0	\$33,736,113	\$7,925,220	\$25,810,893
132	JEN-002			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
133	JEN-003			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
134	JEN-004			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
135	JEN-005			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
136	JEN-006			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
137	JEN-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
138	JEN-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
139	JEN-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
140	JEN-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
161	Jennings Elementary					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200,000	\$31,536,113	\$0	\$0	\$0	\$33,736,113	\$7,925,220	\$25,810,893
	McKinley Elementary																					
162	MCK-001		Roofing Project	0		\$0	\$0	\$0	\$0	\$0	\$8,600	\$1,497,219	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,505,819	\$353,744	\$1,152,075
163	MCK-002	Yes	Entrance Vestibule Project	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,425	\$507,803	\$0	\$0	\$0	\$543,228	\$127,614	\$415,614
164	MCK-003		Boiler/Burner Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$89,554	\$1,283,718	\$0	\$0	\$0	\$1,373,272	\$0	\$1,373,272
165	MCK-004		HVAC Controls	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,656	\$300,431	\$0	\$0	\$0	\$0	\$0	\$323,087	\$0	\$323,087
166	MCK-005			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
167	MCK-006			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
168	MCK-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
169	MCK-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
170	MCK-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
171	MCK-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
192	McKinley Elementary					\$0	\$0	\$0	\$0	\$0	\$8,600	\$1,497,219	\$22,656	\$300,431	\$124,979	\$1,791,521	\$0	\$0	\$0	\$3,745,406	\$481,358	\$3,264,048
	Mill Hill Elementary																					
193	MH-001		Mill Hill Addition Alteration	0		\$0	\$0	\$2,050,060	\$18,450,540	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,500,600	\$4,815,960	\$15,684,640
194	MH-002			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
195	MH-003			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
196	MH-004			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
197	MH-005			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
198	MH-006			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
199	MH-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
200	MH-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
201	MH-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
223	Mill Hill Elementary					\$0	\$0	\$2,050,060	\$18,450,540	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,500,600	\$4,815,960	\$15,684,640

Fairfield Public Schools 10-year Waterfall

ROW	Project #	Non-Recurring		Priority	School Priority	Fiscal Year																
						2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030 - 2033	Project Total	OSCR Reimbursement	Estimated District Share
	North Stratfield																					
224	NS-001		AC Upgrade	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
225	NS-002		Roof Replacement Project	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000	\$2,105,745	\$0	\$0	\$0	\$0	\$0	\$2,113,745	\$496,557	\$1,617,188
226	NS-003	Yes	Entrance Vestibule Project	0		\$0	\$0	\$0	\$0	\$0	\$0	\$32,500	\$414,521	\$0	\$0	\$0	\$0	\$0	\$0	\$447,021	\$105,013	\$342,008
227	NS-004			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
228	NS-005			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
229	NS-006			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
230	NS-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
231	NS-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
232	NS-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
233	NS-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
254	North Stratfield					\$0	\$0	\$0	\$0	\$0	\$0	\$32,500	\$422,521	\$2,105,745	\$0	\$0	\$0	\$0	\$0	\$2,560,766	\$601,570	\$1,959,196
	Osborn Hill ES																					
255	OH-001		Roof Replacement Project	0		\$0	\$0	\$0	\$1,584,980	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,584,980	\$372,340	\$1,212,640
256	OH-002		AC Upgrade	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
257	OH-003	Yes	Renovate Student Bathrooms NR	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,465	\$483,553	\$0	\$0	\$0	\$0	\$0	\$520,018	\$0	\$520,018
258	OH-004		Additions and Renovations	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$398,854	\$6,181,359	\$0	\$6,580,213	\$1,545,811	\$5,034,403
259	OH-005	Yes	Entrance Vestibule Project	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,450	\$456,831	\$0	\$0	\$0	\$0	\$0	\$491,281	\$115,411	\$375,870
260	OH-006			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
261	OH-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
262	OH-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
263	OH-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
264	OH-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
286	Osborn Hill ES					\$0	\$0	\$0	\$1,584,980	\$0	\$0	\$0	\$70,915	\$940,384	\$0	\$0	\$398,854	\$6,181,359	\$0	\$9,176,492	\$2,033,562	\$7,142,931
288	Riverfield ES																					
289	RIV-001		Partial Roof Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$51,189	\$1,797,368	\$1,848,557	\$434,259	\$1,414,298
290	RIV-002			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
291	RIV-003			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
292	RIV-004			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
293	RIV-005			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
294	RIV-006			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
295	RIV-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
296	RIV-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
297	RIV-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
298	RIV-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
320	Riverfield ES					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$51,189	\$1,797,368	\$1,848,557	\$434,259	\$1,414,298
322	Roger Sherman ES																					
323	SHERM-001		Roof Replacement	0		\$0	\$0	\$0	\$0	\$0	\$15,800	\$1,314,308	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,330,108	\$312,466	\$1,017,642
324	SHERM-002	Yes	Boiler/Burner Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$76,245	\$972,461	\$0	\$0	\$0	\$0	\$0	\$0	\$1,048,706	\$0	\$1,048,706
325	SHERM-003	Yes	Entrance Vestibule Upgrades	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,425	\$507,803	\$0	\$0	\$0	\$543,228	\$127,614	\$415,614
326	SHERM-004		Controls Upgrade	0		\$0	\$0	\$0	\$0	\$0	\$0	\$265,329	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$265,329	\$0	\$265,329
327	SHERM-005			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
328	SHERM-006			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
329	SHERM-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
330	SHERM-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
331	SHERM-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
332	SHERM-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
353	Roger Sherman ES					\$0	\$0	\$0	\$0	\$0	\$15,800	\$1,655,882	\$972,461	\$0	\$35,425	\$507,803	\$0	\$0	\$0	\$3,187,370	\$440,080	\$2,747,290

Fairfield Public Schools 10-year Waterfall

ROW	Project #	Non-Recurring		Priority	School Priority	Fiscal Year																
						2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030 - 2033	Project Total	OSCGR Reimbursement	Estimated District Share
	Straffield ES																					
354	STRAT-001		Roof Replacement Project	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,447	\$1,275,219	\$0	\$0	\$0	\$0	\$1,317,666	\$309,543	\$1,008,123
355	STRAT-002	Yes	Front Façade and Cornice Wall Painting NR	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$648,050	\$648,050	\$0	\$648,050
356	STRAT-003	Yes	HVAC BMS Controls Upgrade	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$358,365	\$0	\$0	\$0	\$383,365	\$0	\$383,365
357	STRAT-004	Yes	Elevator Replacement (1)	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,500	\$537,548	\$0	\$0	\$0	\$575,048	\$0	\$575,048
358	STRAT-005	Yes	Entrance Vestibule Project	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,350	\$617,960	\$656,310	\$154,179	\$502,131
359	STRAT-006			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
360	STRAT-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
361	STRAT-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
362	STRAT-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	STRAT-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
384	Straffield ES					\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,447	\$1,337,719	\$895,913	\$0	\$38,350	\$1,266,011	\$3,580,440	\$463,723	\$3,116,717
	Early Childhood Center																					
385	ECC-001	Yes	ECC Location 1 (NR)	0		\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$318,862	\$0	\$0	\$0	\$0	\$0	\$0	\$343,862	\$0	\$343,862
386	ECC-002	Yes	ECC Location 2 (NR)	0		\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$318,862	\$0	\$0	\$0	\$0	\$0	\$0	\$343,862	\$0	\$343,862
387	ECC-003			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
388	ECC-004			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
389	ECC-005			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
390	ECC-006			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
391	ECC-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
392	ECC-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
393	ECC-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
394	ECC-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
415	Early Childhood Center					\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$637,724	\$0	\$0	\$0	\$0	\$0	\$0	\$687,724	\$0	\$687,724
	Fairfield Woods Middle School																					
416	FWMS-001	Yes	Elevator Replacement (NR)	0		\$0	\$0	\$196,851	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$196,851	\$0	\$196,851
417	FWMS-002		Full AC Upgrade	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
418	FWMS-003		Window & Siding Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82,500	\$1,137,437	\$0	\$0	\$0	\$0	\$1,219,937	\$0	\$1,219,937
419	FWMS-004		Renovate Student Bathrooms (2)	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98,497	\$1,306,137	\$0	\$0	\$0	\$0	\$0	\$1,404,634	\$0	\$1,404,634
420	FWMS-005	Yes	Boiler/Burner Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$78,679	\$1,003,516	\$0	\$0	\$0	\$0	\$0	\$0	\$1,082,195	\$0	\$1,082,195
421	FWMS-006	Yes	Entrance Vestibule Project	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,375	\$579,230	\$0	\$616,605	\$144,852	\$471,754
422	FWMS-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
423	FWMS-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
424	FWMS-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
425	FWMS-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
446	Fairfield Woods Middle School					\$0	\$0	\$196,851	\$0	\$0	\$0	\$78,679	\$1,102,013	\$1,388,637	\$1,137,437	\$0	\$37,375	\$579,230	\$0	\$4,520,222	\$144,852	\$4,375,370
	Roger Ludlowe MS																					
447	RLMS-001	Yes	Cooling Tower Replacement (NR)	0		\$0	\$0	\$0	\$40,000	\$453,944	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$493,944	\$0	\$493,944
448	RLMS-002		Roof Replacement Project	0		\$0	\$0	\$0	\$0	\$0	\$2,969,972	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,969,972	\$697,700	\$2,272,272
449	RLMS-003	Yes	Fire Alarm Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,375	\$392,409	\$0	\$0	\$0	\$419,784	\$0	\$419,784
450	RLMS-004			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
451	RLMS-005			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
452	RLMS-006			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
453	RLMS-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
454	RLMS-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
455	RLMS-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
456	RLMS-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
477	Roger Ludlowe MS					\$0	\$0	\$0	\$40,000	\$453,944	\$2,969,972	\$0	\$0	\$0	\$27,375	\$392,409	\$0	\$0	\$0	\$3,883,700	\$697,700	\$3,186,000

Fairfield Public Schools 10-year Waterfall

ROW	Project #	Non-Recurring		Priority	School Priority	Fiscal Year																
						2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030 - 2033	Project Total	OSCGR Reimbursement	Estimated District Share
	Tomlison MS																					
478	TMS-001	Yes	Flooring Replacement (NR)	0		\$0	\$0	\$44,000	\$396,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$440,000	\$0	\$440,000
479	TMS-002		New Windows	0		\$0	\$0	\$0	\$0	\$0	\$0	\$82,500	\$1,052,247	\$0	\$0	\$0	\$0	\$0	\$0	\$1,134,747	\$266,573	\$868,175
480	TMS-003	Yes	New Acoustical ceiling and lights	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,853	\$921,707	\$0	\$0	\$0	\$0	\$988,560	\$0	\$988,560
481	TMS-004	Yes	Boiler/Burner Replacements	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,731	\$1,381,441	\$1,467,172	\$0	\$1,467,172
482	TMS-005		Partial Roof Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,282	\$1,292,799	\$0	\$1,331,081	\$312,695	\$1,018,386
483	TMS-006	Yes	Elevator Replacement (2)	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$749,347	\$749,347	\$0	\$749,347
484	TMS-007		Full AC Upgrade	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
485	TMS-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
486	TMS-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
487	TMS-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
508	Tomlison MS					\$0	\$0	\$44,000	\$396,000	\$0	\$0	\$82,500	\$1,052,247	\$66,853	\$921,707	\$0	\$38,282	\$1,378,530	\$2,130,787	\$6,110,906	\$579,267	\$5,531,639
	Fairfield Ludlowe HS																					
509	FLHS-001	Yes	Tennis Court Replacement (NR)	0		\$0	\$0	\$55,000	\$495,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$550,000	\$0	\$550,000
510	FLHS-002	Yes	Emergency Generator Replacement (NR)	0		\$0	\$0	\$0	\$0	\$224,972	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$224,972	\$0	\$224,972
511	FLHS-003		Renovate Student Bathrooms NR	0		\$0	\$0	\$0	\$0	\$2,374,580	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,374,580	\$0	\$2,374,580
512	FLHS-004		AC Project	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
513	FLHS-005		Artificial Turf Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$1,549,779	\$0	\$1,649,779	\$0	\$1,649,779
514	FLHS-006		BMS Control Upgrades	0		\$0	\$0	\$0	\$0	\$1,968,505	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,968,505	\$0	\$1,968,505
515	FLHS-007		Partial Roof Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,194	\$224,720	\$0	\$0	\$231,913	\$54,481	\$177,432
516	FLHS-008	Yes	Elevator Modernization	0		\$0	\$0	\$0	\$0	\$0	\$265,329	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$265,329	\$0	\$265,329
517	FLHS-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
518	FLHS-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
539	Fairfield Ludlowe HS					\$0	\$0	\$55,000	\$495,000	\$4,568,057	\$265,329	\$0	\$0	\$0	\$7,194	\$224,720	\$100,000	\$1,549,779	\$0	\$7,265,078	\$54,481	\$7,210,597
	Fairfield Warde HS																					
540	FWHS-001	Yes	Fitts House HVAC RTU#1 Replacement (NR)	0		\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$30,000
541	FWHS-002		New A/C for Cafeteria	0		\$0	\$0	\$0	\$0	\$1,687,290	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,687,290	\$0	\$1,687,290
542	FWHS-003		Fitts House HVAC RTU#2&3 Replacement	0		\$0	\$0	\$0	\$0	\$0	\$1,094,485	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,094,485	\$0	\$1,094,485
543	FWHS-004		Renovate Bathrooms	0		\$0	\$0	\$0	\$0	\$0	\$0	\$144,703	\$4,855,297	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$5,000,000
544	FWHS-005		New Windows Project	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$315,000	\$4,177,115	\$0	\$0	\$0	\$0	\$4,492,115	\$1,055,279	\$3,436,836	
545	FWHS-006	Yes	Replace Boiler/ Burner NR	0		\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$318,862	\$0	\$0	\$0	\$0	\$0	\$0	\$343,862	\$0	\$343,862
546	FWHS-007		Knapps Hwy Tennis Courts & Basketball Courts	0		\$0	\$0	\$0	\$0	\$0	\$0	\$30,416	\$387,946	\$0	\$0	\$0	\$0	\$0	\$0	\$418,362	\$0	\$418,362
547	FWHS-008		HVAC BMS Controls Upgrades	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
548	FWHS-009		Artificial Turf Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$1,549,779	\$0	\$1,649,779	\$0	\$1,649,779
549	FWHS-010		Partial Roof Replacement	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,194	\$224,720	\$0	\$0	\$231,913	\$54,481	\$177,432
550	FWHS-011		AC Project	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
570	Fairfield Warde HS					\$0	\$0	\$30,000	\$0	\$1,687,290	\$1,094,485	\$200,119	\$5,877,105	\$4,177,115	\$7,194	\$224,720	\$100,000	\$1,549,779	\$0	\$14,947,806	\$1,109,759	\$13,838,047
	Walter Fitzgerald Campus																					
570	WFC-001		Purchase of Walter Fitzgerald Campus Building - 108 Biro	0		\$0	\$0	\$0	\$500,000	\$5,674,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,174,300	\$0	\$6,174,300
571	WFC-002		BMS Controls	0		\$0	\$0	\$0	\$0	\$0	\$0	\$11,328	\$144,481	\$0	\$0	\$0	\$0	\$0	\$0	\$155,809	\$0	\$155,809
572	WFC-003			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
573	WFC-004			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
574	WFC-005			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
575	WFC-006			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
576	WFC-007			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
577	WFC-008			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
578	WFC-009			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
579	WFC-010			0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
600	Walter Fitzgerald Campus					\$0	\$0	\$0	\$500,000	\$5,674,300	\$0	\$11,328	\$144,481	\$0	\$0	\$0	\$0	\$0	\$0	\$6,330,109	\$0	\$6,330,109
601	Waterfall Total					\$0	\$0	\$2,496,587	\$23,394,043	\$14,743,294	\$28,051,999	\$5,938,808	\$34,406,920	\$37,009,466	\$58,805,579	\$35,573,199	\$959,511	\$15,784,415	\$6,540,770	\$263,704,591	\$44,012,343	\$219,692,244

Fairfield Public Schools 10-year Waterfall

ROW	Project #	Non-Recurring		Priority	School Priority	Fiscal Year																
						2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030 - 2033	Project Total	OSCGR Reimbursement	Estimated District Share
			YEAR					2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030 - 2033			
602	Capital Projects							\$2,050,060	\$20,535,520	\$13,439,378	\$26,790,300	\$5,676,384	\$30,838,921	\$35,670,678	\$57,723,147	\$33,269,270	\$752,136	\$12,407,153	\$1,797,368			
603	Non-Reoccurring Projects							\$446,527	\$2,858,523	\$1,303,916	\$1,261,699	\$262,424	\$3,567,999	\$1,338,788	\$1,082,432	\$2,303,928	\$207,375	\$3,377,263	\$4,743,402			
	OSCG&R Reimbursement - TOTAL							\$0	\$5,188,300	\$407,513	\$6,030,678	\$1,211,826	\$6,000,878	\$1,667,246	\$12,466,597	\$8,289,409	\$0	\$2,003,357	\$746,538			
	OSCG&R Reimbursement - CAPITAL							\$0	\$5,188,300	\$407,513	\$6,030,678	\$1,211,826	\$5,895,865	\$1,551,835	\$12,466,597	\$8,034,181	\$0	\$1,858,505	\$434,259			
	OSCG&R Reimbursement - NON-RECURRING							\$0	\$0	\$0	\$0	\$0	\$105,013	\$115,411	\$0	\$255,228	\$0	\$144,852	\$312,278			

Appendix 2

This page intentionally left blank

Appendix 2

Districtwide Air Conditioning Upgrade Project - Phases 1 through 5 - Cash Flow								Project Total	OSCGR Reimbursement	Estimated District Share
	22/23	23/24	24/25	25/26	26/27	27/28	28/29			
Phase One										
North Stratfield Elementary School	\$940,485	\$4,232,180	\$4,232,180					\$9,404,844	\$2,209,367	\$7,195,477
Osborn Hill Elementary School	\$595,261	\$5,357,344						\$5,952,604	\$1,398,374	\$4,554,230
Fairfield Woods Middle School	\$734,399	\$3,304,798	\$3,304,798					\$7,343,995	\$1,725,237	\$5,618,758
Phase Two										
Tomlinson Middle School		\$232,264	\$1,045,159	\$1,045,159				\$2,322,583	\$545,616	\$1,776,966
Phase Three										
Fairfield Ludlowe High School			\$2,259,278	\$6,777,835	\$6,777,835	\$6,777,835		\$22,592,783	\$5,307,451	\$17,285,332
Phase Four										
Fairfield Warde High School				\$2,615,631	\$7,846,891	\$7,846,891	\$7,846,891	\$26,156,305	\$6,144,587	\$20,011,718
Phase Five										
Walter Fitzgerald Campus						\$275,635	\$2,480,715	\$2,756,350	\$647,516	\$2,108,834
Total Yearly A/C Project Cost	\$2,270,145	\$13,126,585	\$10,841,415	\$10,438,625	\$14,624,727	\$14,900,362	\$10,327,606	\$76,529,465	\$17,978,149	\$58,551,316
ARPA Grant Funding	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0			
ESSER2 Grant Funding	\$116,320	\$0	\$0	\$0	\$0	\$0	\$0			
Capital Funding	\$1,153,825	\$13,126,585	\$10,841,415	\$10,438,625	\$14,624,727	\$14,900,362	\$10,327,606			
Phase One Total	\$22,701,443									
Phase Two Total	\$2,322,583									
Phase Three Total	\$22,592,783									
Phase Four Total	\$26,156,305									
Phase Five Total	\$2,756,350									

Backup and Additional Detail for Revenue Surplus Transfers

After the transfer of \$8.4 million into the Remediation Account, journal entries will be made to segregate the funding into four separate capital accounts according to the following schedule:

Construction - Penfield: \$8 million

Remediation – Penfield: \$200,000

Remediation – Fill Pile Berm: \$200,000

The following table shows the estimated funding needs for future fill pile and Penfield Construction costs, as well as sources of funding to pay for those costs.

NEW CAPITAL ACCOUNTS	Projected Additional Need	Proposed Sources for Projected Additional Funding					Total
		FY 22 Surplus	Trans from REMED (228)	ARPA	Bonding		
Remediation - Various Sites	\$3,000,000		\$2,000,000	\$1,000,000		✓	\$3,000,000
Remediation - Fill Pile Berm	\$7,000,000	\$200,000			\$6,800,000	✓	\$7,000,000
Remediation - Penfield	\$5,000,000	\$200,000	\$4,673,175			✓	\$4,873,175
Remediation - Subtotal	\$15,000,000	\$400,000	\$6,673,175	\$1,000,000	\$6,800,000		\$14,873,175
Penfield Construction	\$8,000,000	\$8,000,000				✓	\$8,000,000
Total	\$23,000,000	\$8,400,000	\$6,673,175	\$1,000,000	\$6,800,000		\$22,873,175