

From: Roche, Ann <ARoche@fairfieldct.org>
Sent: Tuesday, August 29, 2023 10:24 AM
To: Carpenter, Jennifer <JCarpenter@fairfieldct.org>
Subject: FW: FW: RTM August 28

From: Paul Foley <paulfoley5122@gmail.com>
Sent: Monday, August 28, 2023 1:40 PM
To: Roche, Ann <ARoche@fairfieldct.org>
Subject: Re: FW: RTM August 28

I will not be attending, please withdraw my name for consideration, still not physically fit,THANK YOU
PAUL FOLEY
175 OLD SPRING ROAD
FAIRFIELD CT

BOARD OF SELECTMEN REGULAR MEETING
Monday, June 19, 2023, 4:00 pm
Via Webex & 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: [BOS Meeting 6/19/2023](#).

FINAL MINUTES

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

OTHERS PRESENT: Purchasing Director Adam Tulin, Gilbert Donovan, Paul Fattibene, Lee Kamlet, Sustainable Task Force Committee Chair Bob Wall, Executive Director of Operations-FPS Angelus Papageorge, AC Building Committee Chair Jason Li, CFO Jared Schmitt

4) APPOINTMENTS

b) FairTV Commission (*requires unanimous BOS approval & RTM approval*)

- i. Paul R. Foley (R) 175 Old Spring Road, term 07/23-07/26
(To fill a vacancy for Anne Marie Lagnese (R) who resigned)
- ii. Lee G. Kamlet (D) 726 Beach Road, term 07/23-07/2
(To fill a vacancy for Mark Joyella (D) who resigned)

Selectwoman Leflowitz made a motion to approve the appointments in Item 4b i-ii.
Selectman Flynn seconded the motion which carried unanimously.

BOARD OF SELECTMEN MEETING
Monday, August 7, 2023, 4:00 pm
Via Webex & 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: [BOS Regular Meeting 8.7.2023](#)

DRAFT MINUTES

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

OTHERS PRESENT: Town Attorney James Baldwin, Purchasing Director Adam Tulin, Director of Construction & Energy Management for Fairfield Public Schools (FPS) Sal Morabito, Angelus Papageorge for Fairfield Public Schools (FPS), Human Resources Director Cathleen Simpson, BOE Chairwoman Jenn Jacobsen, BOF Chairwoman Lori Charlton, FairTV, resident Jon Tracosas

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) **MINUTES**

To consider and act upon the minutes of July 10, 2023

Selectman Flynn made a motion to approve the minutes of 7/10/23 as written. Selectwoman Lefkowitz seconded the motion which carried unanimously.

4) **PURCHASING AUTHORITY**

To hear and consider authorizing the Purchasing Authority to enter into the proposed contract with Gilbane Building Company to provide all management services necessary to perform the Pre-Construction Phase for HVAC Upgrades at various Fairfield Public Schools as detailed in RFP #2023-121 in an amount not to exceed \$105,700; to provide all necessary services for the Construction Phase at a fee not to exceed 2.10% of the estimated cost of the work which shall be converted to a lump sum upon mutual agreement of a project Guaranteed Maximum Price; and an amount not to exceed \$1,626,190 for Construction Manager's General Conditions Costs based on an 18-month construction schedule. Funding for this contract is available in account 26009010-57000-FY226 –Phase 1 AC at Schools.

Director of Construction & Energy Management for Fairfield Public Schools (FPS) Sal Morabito said the Air Conditioning project is for three schools that are part of Phase I of this long-term plan. He said Gilbane was hired through an open public bidding process and this company has bid on the last four school projects and has always been within budget. Purchasing Director Adam Tulin confirmed this bid was issued through the public procurement process.

Town Attorney James Baldwin confirmed that he has reviewed and approved the contract and said everything is in place. Mr. Tulin said that once this contract is approved, the insurance will be attached to the final document.

Selectwoman Lefkowitz asked if there are any guidelines to pursue renewable energy. Mr. Morabito said Central Office looks for an efficient design to maintain to keep that efficiency going.

Public Comment:

Jon Tracosas, 480 Burr Street, asked if there is anything in the future to bring renewable energy sources to the Town in public spaces. Although Public Comment is usually not a question/answer format, First Selectwoman Kupchick told Mr. Tracosas that the Town and schools have solar panels and has ordered through ARPA funding 15 electric cars for the Town fleet with charging stations already installed.

The motion carried unanimously.

5) HUMAN RESOURCES DIRECTOR

To hear and discuss the Human Resources Department Review of Town-Issued Credit Card Purchases

First Selectwoman Kupchick said this is a non-voting item for presentation and discussion. She asked Human Resources Director Cathleen Simpson to come before the BOS and discuss the report that can be found in the backup. Ms. Simpson discussed how this review came about, what was looked at, findings and improvements being made. The full discussion can be found here: [BOS Regular Meeting 8.7.2023.](#)

Selectwoman Lefkowitz asked that her questions be put into the minutes as public record. She asked:

1. What was the length of time for the investigation? What was the process?
2. What did this investigation uncover that was different from the audit performed in 2020?
3. Are there any financial implications to the Town as a result of this investigation?
4. Is the Town investigating or looking at other audits and doing so with the same intention as this investigation in terms of bidding, purchasing and financial controls?

Selectman Flynn noted he isn't seeing any real evidence of fraud, but sees a lack of knowledge of what's written in the policy or employees not knowing there is one. Selectman Flynn said he would like to receive a total of the financial impact to which Ms. Simpson said she'd provide that; she added that the impact is not in the thousands. Selectman Flynn asked if any other employees paid restitution. Ms. Simpson responded that only one employee was asked to make restitution for about \$800.

First Selectwoman Kupchick said there are now new stringent policies in place and training for credit card holders. She said reducing the number of credit card holders is being looked into.

Selectman Flynn also stated that internal audits should require who to report to, who directs what audits and what the follow-up on those audits were. He also said when he served on the BOF, the BOF received internal audit reports. He suggested the internal auditor communicate more with the external auditor and have the external auditor look at internal audits.

First Selectwoman Kupchick agreed the internal auditor should work with the external auditor. She said she is working to schedule a meeting with the BOF Audit Subcommittee with her, the HR Director, the Purchasing Director, and the CFO to discuss this report and to seek to implement additional controls.

BOF Chair Lori Charlton, who is also a member of the BOF Audit Subcommittee, said there should be a summary of the scope of this audit, how much was tested, and what had been decided to look at. Ms. Charlton's full comments can be heard by accessing the recording from the link above.

First Selectwoman Kupchick said she welcomes comments on this matter. She welcomed the Selectpersons to attend the BOF Audit Subcommittee meeting she previously discussed.

6) TAX COLLECTOR

To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$34,783.35

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

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

First Selectwoman Kupchick said today is National Purple Heart Day and Fairfield is a Purple Heart Town. She said the Town has a large, highly decorated Veteran population including Purple Heart recipients who she deeply admires and honors.

Selectman Flynn said the Fairfield High School Hockey team, which partnered with Country Cow Deli, raised \$2500 for Operation Hope and will hold another cornhole tournament at Jennings Beach on Saturday to raise more funds.

8) Adjourn

Selectwoman Nancy Lefkowitz made a motion to adjourn. Selectman Flynn seconded the motion. The meeting was adjourned at 5:52 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN MEETING
Monday, August 21, 2023, 4:00 pm
Via Webex & 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: [BOS Regular Meeting 8/21/2023](#).

DRAFT MINUTES

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

OTHERS PRESENT: Ffld National Little League 10U All-Star Team Coaches and Families, Stephen Sivakoff, John Mitola, CFO Jared Schmitt, Engineering Manager Bill Hurley, Senior Civil Engineer Megha Jain, CAO Tom Bremer, Town Attorney James Baldwin, FairTV, members of the public

1) **CALL TO ORDER**

First Selectwoman Brenda Kupchick called the meeting to order at 4:05 pm.

2) **PLEDGE OF ALLEGIANCE**

First Selectwoman Kupchick led the Pledge of Allegiance.

3) **RECOGNITION**

Recognition of Fairfield National Little League 10U All-Star Team's New England Regional Championship

First Selectwoman Kupchick introduced the team and presented each of them and the coaches with certificates of congratulations and read a Proclamation declaring August 21, 2023 as Fairfield National Little League 10U All-Star Team Day.

4) **MINUTES**

To consider and act upon the minutes of July 20, 2023

Selectman Flynn made a motion to approve the minutes of 7/20/23 as written. Selectwoman Lefkowitz seconded the motion which carried unanimously.

5) **APPOINTMENTS**

Land Acquisition Commission

- i. Theodore M. Dezvane (U) 360 Hemlock Hills North, term 11/21-11/25 (**Full Member**)
(to move from alternate to full member to replace Nicholas D. Mirabile (R) who resigned to serve on RTM)

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

- ii. Stephen Sivakoff (L*) 128 Katona Drive, term 11/22-11/26 (**Alternate Member**)
(to replace alternate Theodore M. Dezvane (U) who is moving to full member)
*L=Libertarian

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

Mr. Sivakoff spoke about his appointment. The BOS thanked both appointees for their willingness to serve the Town.

6) **COMPENSATION RECOMMENDTION COMMITTEE FOR THE BOARD OF SELECTMEN**

To hear, consider and approve Board of Selectmen compensation for the next term

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

John Mitola, Chair of the Compensation Recommendation Committee for the Board of Selectmen, discussed the Committee's Charge. He also discussed the salaries for Selectpersons and First Selectperson – past and present - as well as the Committee's recommendations for the new fiscal year starting in 2024. There was a discussion about the breakdown of the First Selectperson's salary, stipends, and the breakdown of contribution to cost sharing. The full discussion can be accessed here: [BOS Regular Meeting 8/21/2023](#).

Selectwoman Lefkowitz made a motion to postpone the vote to a date certain of the next BOS meeting on September 11, 2023. Selectman Flynn seconded the motion which carried unanimously.

7) **ENGINEERING MANAGER**

RESOLVED that the Town of Fairfield may enter into with and deliver to the State of Connecticut Department of Energy and Environmental Protection any and all documents deemed to be necessary or appropriate for a grant of \$2,500,000 for the Rooster River Flood Mitigation Project; and be it

FURTHER RESOLVED, that Brenda L. Kupchick as First Selectwoman of the Town of Fairfield is authorized and directed to execute and deliver any and all documents on behalf of the Town of Fairfield and to do and perform all acts and things deemed to be necessary or appropriate to carry out the terms of such documents.

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

Engineering Manager Bill Hurley went through the background of the Rooster River Flood Mitigation project leading up to this request.

The motion carried unanimously.

8) **PENFIELD PAVILION PROJECT**

To hear an update on the Penfield Pavilion Project

CAO Tom Bremer gave an update on the Penfield Pavilion project:

- Construction drawings are complete and are being sent to FEMA
- Bids are going out this week
- On schedule to begin construction in September
- There are 8 hot spots which will be remediated prior to construction starting as they

- have hazmat requirements in accordance with DEEP and then construction will begin
- Sending construction estimates to FEMA along with the drawings re: 50/50 rule
- Resiliency study results should be complete by the end of the year

The full discussion is available here: [BOS Regular Meeting 8/21/2023](#).

9) TAX COLLECTOR

To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$28,326.30

Selectman Flynn made a motion to approve Item 9. Selectwoman Lefkowitz seconded the motion which carried unanimously.

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

First Selectwoman Kupchick updated the public with the following:

- She explained how Veterans can apply for a property tax exemption.
- She said she kicked off the first meeting of the Fairfield Arts Commission and noted the members are a wonderful representation of arts and culture throughout our Town and she is excited to see what these talented members are going to bring to our community.
- She wished all students, teachers and staff a great first day of school and successful school year!

The UI transmission project and Town response deadline was discussed.

11) TOWN ATTORNEY

Executive Session – Pending Litigation – Roll vs. Town of Fairfield with Town Attorney James Baldwin

Selectman Flynn made a motion to go into Executive Session at 5:29 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Selectman Flynn made a motion to come out of Executive Session at 5:39 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

No action was taken.

12) Adjourn

Selectman Flynn made a motion to adjourn. Selectwoman Lefkowitz seconded the motion which carried unanimously. The meeting adjourned at 5:40 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary



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 Monday, 14th August 2023, the Purchasing Authority awarded RFP number 2023-144 Architectural Design Services – Police Department Alterations to Antinozzi Associates, P.C., Bridgeport, CT for architectural and engineering services for alterations at the Fairfield Police Department Facility as detailed in the RFP specifications.

Antinozzi Associates, P.C. was selected based on a combination of qualifications, experience, proposed approach, understanding of the work, proven ability to provide cost-effective solutions and proposed cost.

The award of this contract to may be subject to the review and approval of the Board of Selectmen.


Brenda L. Kupchick, First Selectwoman


Adam B. Tulin, Director of Purchasing

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of September in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Fairfield, Connecticut 725 Old Post Road Fairfield, CT 06824

and the Architect:
(Name, legal status, address and other information)

Antinozzi Associates, P.C.
271 Fairfield Ave.
Bridgeport, CT 06604

for the following Project:
(Name, location and detailed description)

Police Department Alterations
100 Reef Road
Fairfield, CT 06824

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The subject facility is the existing Fairfield Police Headquarters facility which will undergo alterations as described in Article 1.1.2

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Scope of this project includes professional design services for the proposed alterations to the Fairfield Police Headquarters Facility. The work includes but is not limited to alterations to the Patrol Shift Commander Office, Classroom/Community Room, Women's and Men's Locker Rooms, Women's and Men's Bathrooms and Showers, as well as the decommissioning of the existing Emergency Communications Center. The Scope of Services is more particularly set forth in the Request for Proposal, dated May 25, 2023, further described in Article 13.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

Init.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive public bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

James Ryan
Building Maintenance Manager
Town of Fairfield
Department of Public Works

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

Init.

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Paul A. Lisi
Antinozzi Associates, P.C.
271 Fairfield Ave.
Bridgeport, CT 06604

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

N/A

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one-million dollars (\$ 1,000,000) for each occurrence and two-million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one-million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and

excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one-million dollars (\$ 1,000,000) each accident, one-million dollars (\$ 1,000,000) each employee, and one-million dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five-million dollars (\$ 5,000,000) per claim and five-million dollars (\$ 5,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	In basic services
§ 4.1.1.2 Multiple preliminary designs	In basic services
§ 4.1.1.3 Measured drawings	In basic services
§ 4.1.1.4 Existing facilities surveys	In basic services
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	In basic services
§ 4.1.1.11 Value analysis	In basic services
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Per Request for Proposal (No full time project representation)
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twice (2) per month visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero dollars (\$0.00)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Zero dollars (\$0.00)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Per Article 11.5.

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Per hourly rate schedule.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per hourly rate schedule.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

(Table deleted)

Per Article 13 – Exhibit 'A'.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per hourly rate schedule.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

zero % 0.00

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit 'A' - Request for Proposal, dated May 25, 2023

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Paul A. Lisi, AIA - Principal

(Printed name, title, and license number, if required)



**TOWN OF FAIRFIELD
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSAL

To: Prequalified Architectural Consultants

From: The Town of Fairfield

Date: 05/25/2023

Re: RFP 2023-144 Architectural Services - Fairfield Police Department Alterations

OVERVIEW

The Town of Fairfield is seeking architectural services for alterations to the Fairfield Police Department facility located at 100 Reef Road, Fairfield, CT. The alterations have been separated into five (5) projects of which only Project I and Project II have been funded.

This Request for Proposal (RFP) is being issued to shortlisted qualified architectural consulting firms that were prequalified through the Town of Fairfield's Purchasing Department procurement process in relation to Request for Qualification (RFQ) #2023-02.

The primary objectives of this RFP are to:

- Identify and develop new plans for renovations to include all trade components such as; demolition, carpentry, plumbing, electrical, and finishes.
- Develop a strategic, coordinated, and fiscally responsible plan for each Station listed, that includes timing, estimated cost, and prioritization of recommendations needed to repair, replace, renovate, and construct new restrooms as listed in the scope of work. The estimated costs shall include all permitting and inspection fees where applicable.
- Develop plans and specifications for public bidding for all locations listed under the detailed scope of work for this RFP solicitation.
- The Town may choose to use the selected firm for Contract Administration and Oversight during construction. This will be determined at a later date.

DEADLINES:

All RFI's shall be submitted via email to Lee Flaherty, lflaherty@fairfieldct.org by **11:00am on Monday, June 5th, 2023**. Response will be in the form of an addendum that will be posted approximately Wednesday, 7th June, 2023 to the Town of Fairfield website, which is www.fairfieldct.org/purchasing.

Proposal's shall be submitted electronically by **2:00pm on Tuesday, June 13th, 2023** to lflaherty@fairfieldct.org

PRE-PROPOSAL MEETING:

The Town intends to hold a pre-proposal conference for this RFP at the Fairfield Police Department located at 100 Reef Road, Fairfield, CT on **Wednesday, May 31st 2023 at 2:00pm**.

SCOPE OF WORK:

- A. The five (5) inter-related projects listed below involve plans and specifications to repair, replace, renovate, reconfigure, and/or construct existing and new areas within the Fairfield Police Department facility located at 100 Reef Road. The Town has already identified these areas as the most critical for the facility and they are listed in order based on priority.

The construction phase for these projects will take place over multiple years, of which only Project I and Project II have been funded. Subsequent year projects are based on funding approval. The areas include, but are not limited to the following:

Project I. Patrol Shift Commander Office – This will require walls to be moved and alterations to the main lobby of the Police Department.

Project II. Classroom/Community Room – This area will require renovation/reconfiguration, removal of the stage, and the addition of several doors and windows.

Project III. Women's and Men's Locker Rooms – Lockers and related amenities will be required. This will require new fit out of walls and will cut into the current Department Fitness Center. May require some reconfiguration.

Project IV. Women's and Men's Bathrooms and Showers – These areas will require all new fixtures, additional lighting, new tile flooring, shower stalls, and bathroom partitions.

Project V. Decommissioned ECC – This area is located in the basement and will need to be redesigned for a Department Fitness Center or additional office space.

- B. Determination of various permits required from local, state and federal agencies for planning and project construction.
- C. Preparation of select schematic design as directed by the Town.
- D. Preparation of presentation quality drawings to the Town.
- E. Meet with Town representative(s) as needed during the design phase and project meetings (as needed) during the construction phase. The Consultant shall prepare minutes of each meeting for distribution.

Proposals will need to account for:

- Costs for demolition, removal and disposal.
- Wall system and framing materials.
- Electrical system labor and materials including lighting, vent fans and venting, Switches, GFI Receptacles and covers as per code.
- Plumbing fixtures- new sinks, faucets, toilets, urinals, dividers and other privacy requirements.
- Repair to any plumbing found to be defective or unsubstantial upon demolition.
- Installation of new shower bodies.
- Installation of tiled showers in rooms that previously had tiled showers.
- Tile floors and walls.
- Wall preparation, finishing and painting.
- Any necessary mirrors or hardware.
- Remounting of any speakers, thermostats, and alarm lights that are affected during construction as needed.
- Construction cleanup.
- Replacement of any windows required including needed trim inside and outside.
- Any needed contingencies.
- Any needed job coordination.
- Work with committee to choose tile and colors.
- **Hazardous Materials** – It shall be the selected firm's responsibility to perform hazardous testing and surveys. When applicable, and hazardous materials are present, hazmat designs shall be included in construction documents for bidding purposes. Pricing for testing and design shall be included in Project I – Preliminary Review and Evaluation.

COST PROPOSAL:

ANTINOZZI ASSOCIATES, P.C.

JUNE 13, 2023

Proposal submissions should include all of the necessary costs to complete the following minimum scope of work as presented above. Proposals should be submitted on company letterhead with a detailed breakout (price per project) of the costs shown below:

Project I. Patrol Shift Commander Office**Phase 1-** Preparation of Schematic Design - Maximum of three (3) designs

Fee Not-to-Exceed: \$8,300 (lump sum)

Phase 2- Construction Documents

Fee Not-to-Exceed: \$16,600 (lump sum)

Phase 3- Bidding Phase

Fee Not-to-Exceed: \$2,400 (lump sum)

Phase 4- Construction Administration and Oversight (if applicable)

Fee Not-to-Exceed: \$8,400 (lump sum)

Project II. Classroom/Community Room**Phase 1-** Preparation of Schematic Design - Maximum of three (3) designs

Fee Not-to-Exceed: \$4,800 (lump sum)

Phase 2- Construction Documents

Fee Not-to-Exceed: \$13,800 (lump sum)

Phase 3- Bidding Phase

Fee Not-to-Exceed: \$2,400 (lump sum)

Phase 4- Construction Administration and Oversight (if applicable)

Fee Not-to-Exceed: \$7,900 (lump sum)

Project III. Women's and Men's Locker Rooms**Phase 1-** Preparation of Schematic Design - Maximum of three (3) designs

Fee Not-to-Exceed: \$12,400 (lump sum)

Phase 2- Construction Documents

Fee Not-to-Exceed: \$38,000 (lump sum)

Phase 3- Bidding Phase

Fee Not-to-Exceed: \$3,000 (lump sum)

Phase 4- Construction Administration and Oversight (if applicable)

Fee Not-to-Exceed: \$15,900 (lump sum)

Project IV. Women's and Men's Bathrooms and Showers

Phase 1- Preparation of Schematic Design - Maximum of three (3) designs

Fee Not-to-Exceed: \$10,000 (lump sum)

Phase 2- Construction Documents

Fee Not-to-Exceed: \$22,000 (lump sum)

Phase 3- Bidding Phase

Fee Not-to-Exceed: \$2,400 (lump sum)

Phase 4- Construction Administration and Oversight (if applicable)

Fee Not-to-Exceed: \$11,200 (lump sum)

Project V. Decommissioned ECC

Phase 1- Preparation of Schematic Design - Maximum of three (3) designs

Fee Not-to-Exceed: \$10,200 (lump sum)

Phase 2- Construction Documents

Fee Not-to-Exceed: \$29,600 (lump sum)

Phase 3- Bidding Phase

Fee Not-to-Exceed: \$2,400 (lump sum)

Phase 4- Construction Administration and Oversight (if applicable)

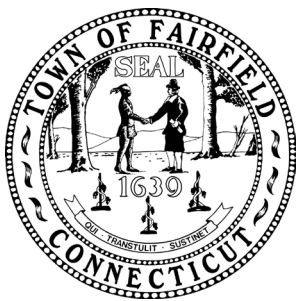
Fee Not-to-Exceed: \$12,100 (lump sum)



TOWN OF FAIRFIELD

Plan of Conservation and Development

July 28, 2023 DRAFT



Town of Fairfield, Connecticut
Plan of Conservation and Development
Fairfield Plan & Zoning Department

Prepared with the support of FHI Studio



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Introduction

What is a Plan of Conservation and Development?

A Plan of Conservation and Development is a document that guides land use and infrastructure investment priorities over a 10-year horizon. The POCD acknowledges the context of how the town evolved with its successes and challenges, but its purpose is to identify how to best move the municipality forward into the future. This plan seeks to incorporate the best policies and goals to meet the needs of the changing influences of demographic trends to improve quality of life for long-term residents and those who visit, work in, and want to move to Fairfield. The POCD examines data and conditions related to population and economic growth, housing cost relative to incomes, and changing needs relative to employment, transportation, and cultural norms – all with the input of its residents.

How is this Plan organized?

This POCD is organized around a series of statements that reflect the values of Fairfielders and articulate a vision for what Fairfield should be. They include:

- A Resilient Community
- An Environmentally Rooted Community
- A Community that is Home for All
- A Sustainably Prosperous Community
- An Interconnected Community
- A Community Where People Come Together

A chapter is dedicated to each of these statements. Those chapters include an overview of the background information that was gathered during the POCD process, a summary of the community input, and a list of the strategies and recommendations that will help the Town advance its goals.

An initial chapter details the information about previous planning efforts, core trends and conditions, and summarizes the community engagement process. It also includes a list of the specific goals that the recommendations are designed to advance.

The final chapter of the POCD articulates the Future Land Use vision for the Town, which serves as the foundation for zoning.

Plan Foundations

Previous Planning Summary

The following summarizes where Fairfield stands, as expressed through previous planning documents. It establishes a foundation for the discussion and recommendations presented in the following elements of this plan.

Reconnect Region: A Comprehensive Plan for the MetroCOG Region

MetroCOG is the regional planning organization that covers Fairfield and several of its neighboring communities. In 2015, MetroCOG released its plan of conservation and development (which they referred to as their Comprehensive Plan) that was organized around three guiding principles:

- Reconnected
- Revitalized
- Resilient

That plan identifies a future land use framework for Fairfield that divides the Town into four areas, as illustrated in Figure 1. This strategy sets the foundation for regional investments in the Regional Center and Urban Core that promote more intensive development with an integrated mix of uses that are supportive of, and are supported by, a regional transportation network.

Local Planning Efforts

Overall, Fairfield is a hybrid of urban and suburban development that has proved attractive to families and long-time residents. It has been fully developed, and future changes to land use will come through redevelopment.

Located along the Long Island Sound, the community has a variety of wetlands, watercourses, habitats for wildlife, parks, and beaches that significantly contribute to the character of the community and help sustain

Previous Planning Work

2013 - Bicycle and Pedestrian Master Plan

2015 - MetroCOG Comprehensive Plan

2017 - POCD

2017 - Creating A Strategic Vision for Fairfield

2017 - MetroCOG Regional Framework for Coastal Resilience

2018 - Resiliency for Downtown Fairfield Using Green Infrastructure

2019 - Transit Oriented Development Study

2019 - Fairfield & New Haven Counties Coastal Storm Risk Management Study

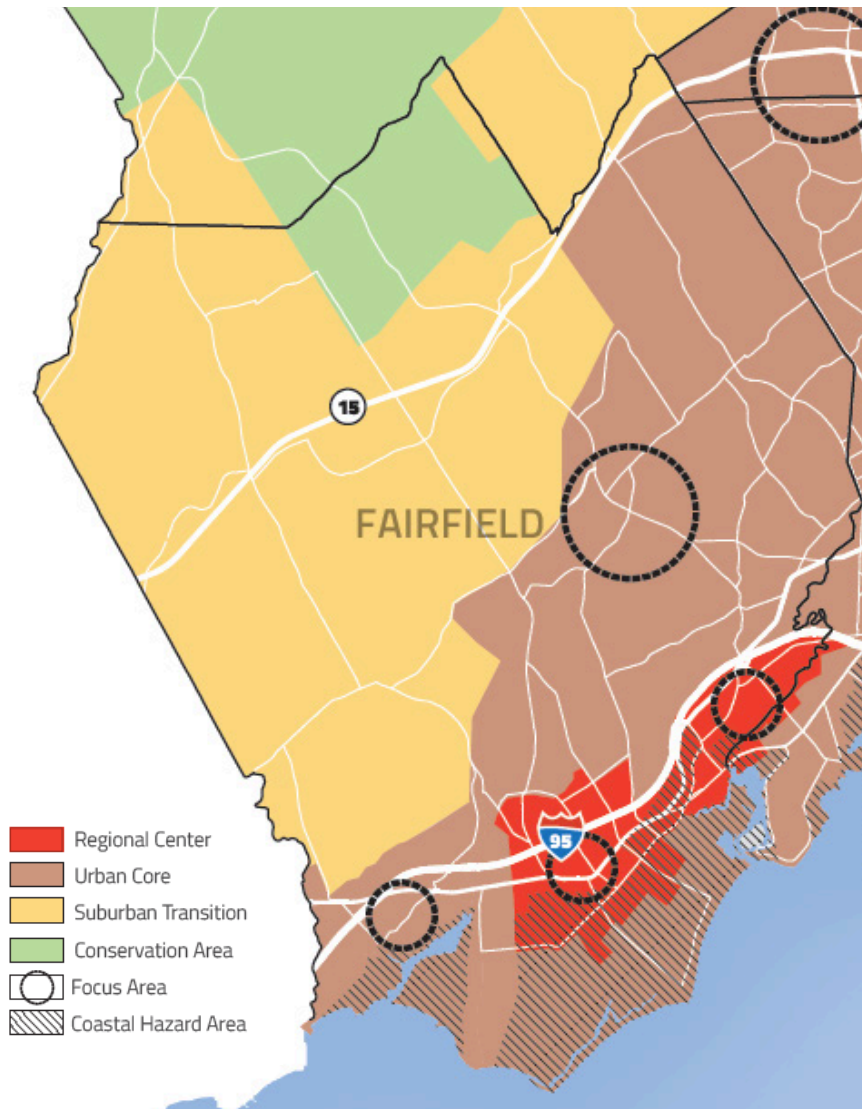
2020 - Sustainability Plan 2020

2020 - Strategic Plan - "One Town; One Vision" (Including Supplemental Documents)

2022 - Affordable Housing Plan

2022 - Parks and Recreation Plan

Figure 1. MetroCOG – Future Land Use Framework



Reconnect Region 1: A comprehensive Plan for the MetroCOG Region (2015)

its residents. The Town has recently completed a Parks and Recreation Plan that includes a strategy for enhancing the existing network over the next 10 years.

The proximity of the Town to these natural amenities also poses a risk. These areas can transform into areas of substantial danger during natural disasters. Likewise, human intervention poses significant long-term risks to some of the community's natural environments and threatens the long-term existence of important ecosystems. Creating short- and long-term strategies to mitigate the risks associated with these events will be critical to the long-term viability of the community.

Many Fairfielders strongly identify with their neighborhoods and see the quality of the residential communities as a key reason

to live in Town. Fairfield's population is projected to continue to increase, which, along with changing housing preferences, means there will be more demand for housing. In addition, the Town will need to provide a larger variety of housing options and choices to meet the changing needs of households, especially younger and older residents. The Town, like many communities in Connecticut, is experiencing substantial increases in housing prices which makes it a less accessible place to live for moderate- and lower-income residents. Going forward, Fairfield will have to strategically balance its need for more and different housing with neighborhood and character preservation efforts.

Although predominantly residential, Fairfield has significant commercial and industrial corridors focused around a state highway system owned and maintained by the Connecticut Department of Transportation. Previous plans have noted the importance of encouraging redevelopment along these corridors to expand the Town's commercial tax base.

The Metro –North New Haven Rail Line passes through the Town, establishing an important transit connection to regional destinations.

Over the past ten years, there has been substantial interest

in the redevelopment of these station areas to support transit-oriented development. By prioritizing mixed-used, walkable communities, supporting adaptive reuse and redevelopment, and allowing higher density in strategic parts of Town, Fairfield can increase its property tax revenues and attract both millennials and downsizing baby boomers. In 2019, the Town completed a Transit Oriented Development Study that included recommendations for how the Town can support those efforts.

Since the last POCD, Fairfield has taken significant steps to support walking and biking for transportation, recreation, exercise, and quality of life. However, there is more to be done. This includes improving sidewalk conditions, expanding the bicycle and sidewalk network, and addressing issues that make streets less safe and accessible.

Looking to ensure that the high-quality community that residents currently enjoy is available for future generations, the Town of Fairfield is striving to make the community more sustainable. This includes improving air quality, providing people with alternatives to traveling by personal vehicle, maintaining a healthy supply of drinking water, and supporting energy efficiency and conservation, among other topics.

Core Trends & Conditions

This plan presents most trends and conditions in the most relevant element. This ensures that the information is easier to find and connects to the respective recommendations. However, the following provides a summary of some core demographic data.

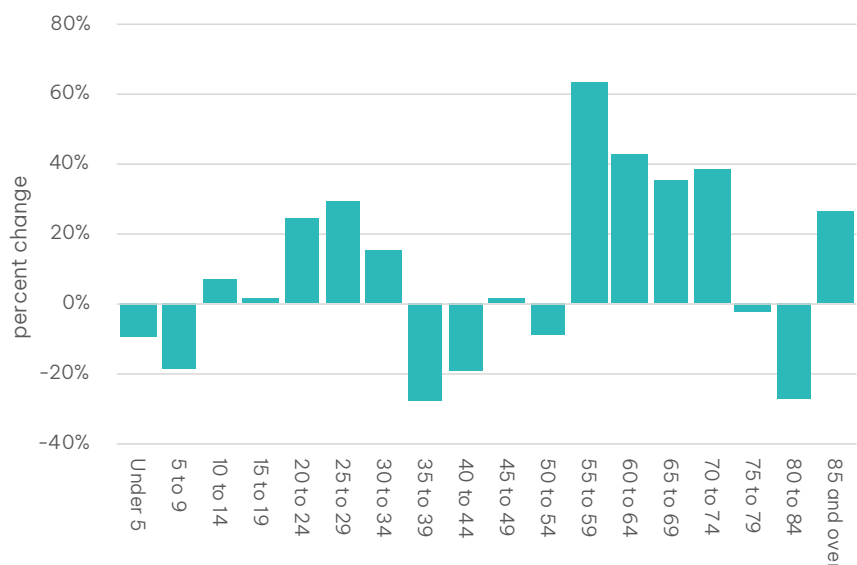
Since 2010, **the Town has seen a moderate increase in residential population** (4% / 2,108 residents), increasing from 59,404 to 61,512. This is in line with the growth in the County (4%) and outpaces the growth rate for the state (1%). **A large portion of that growth has been the result of increases in the number of Hispanic residents.** There are 1,807 more Hispanic residents than in 2010, a 60% increase. This is significantly faster growth than the County (32%) and State (30%).¹

As illustrated in Figure 2, **the Town has seen increases in the number of young and older adults.** The presence of a walkable downtown and transit-accessible housing may be one of the drivers of this change since both demographics have shown a preference for these conditions nationally. Conversely, **Fairfield has seen a decline in the number of children over the past 10 years: there are 1,286 fewer children, a 9% decline.**

As illustrated in Figure 3, **Fairfield has seen substantial growth in its Hispanic population.** This growth has far outpaced the

¹ National Center for Health Statistics (NCHS) as published by the Connecticut State Department of Public Health at portal.ct.gov/DPH/

Figure 2. Population Change 2010 - 2020



US Census Bureau. American Community Survey, Five-Year Estimates (2020 and 2010)

growth of the Town as well as any other race or ethnicity in Town. Of particular importance is the growth in the number of Hispanic children which has helped to offset a larger decline in non-Hispanic white children.²

Otherwise, **Fairfield's population profile has remained steady over the past ten years.** Residents largely own their own homes

Figure 3. Population Changes

Population	Age	Change		
		State	County	Fairfield
total	total	1%	4%	4%
total	adults	4%	8%	8%
total	children	-10%	-6%	-9%
Hispanic of any race	total	30%	32%	60%
Hispanic of any race	adults	35%	34%	73%
Hispanic of any race	children	20%	30%	37%

National Center for Health Statistics (NCHS) as published by the Connecticut State Department of Public Health at portal.ct.gov/DPH/

(82%), have at least a high-school diploma (96%), and live outside of poverty (5%). Those identifying as white make up a larger share of the population (84%) than the state (66%). Approximately 8% of residents identify as Latino, 5% as Asian, 2% as Black, and 4% as some other race or ethnicity. Approximately 13% of residents were born outside of the US.

Fairfield is also an economic center and home to just under 26,000 jobs, with the largest share in the Health Care and Social Assistance sector. For people's primary jobs in the private sector, 84% of jobs are filled by people commuting into Town while 85% of residents commute out of Town to work.³

² *National Center for Health Statistics (NCHS) as published by the Connecticut State Department of Public Health at portal.ct.gov/DPH/*

³ *U.S. Census Bureau. LEHD Origin-Destination Employment Statistics (2002-2020) accessed at onthemap.ces.census.gov*

A Community-Driven Plan

The creation of this POCD included a substantial amount of community, stakeholder, commission, and department engagement. The engagement efforts started before the start of the 2020 COVID pandemic, were placed on hold, and then restarted in 2022. The specific findings from these engagement efforts are detailed within the respective chapters. The following summarizes the pre- and post-pandemic engagement efforts.

Initial Engagement

Departments, Boards, and Commissions

Public outreach for the POCD began with internal meetings with Department heads and local Boards and Commissions in the summer of 2017 to discuss how their agencies might contribute to the plan and to remind them of the POCD's important role in grant-writing and public support of future projects and planning efforts.

Harvest Festival Pop-Up

The Harvest Festival in October 2018 was the general public's first opportunity to brainstorm with Planning staff in a casual setting. Set up between craftspeople, farmers, and food vendors, Fairfield residents visited our planning tent and filled two boards each with ideas of "What they Love" and "What Fairfield Needs." Fairfielders love their local restaurants, beaches, libraries, schools, culture and arts events and facilities (Fairfield Theater Company and the Quick Center in particular), Lake Mohegan, and the two local universities. Participants identified the need to include sidewalks and additional recreation facilities, such as a town pool. These have been discussed, and where appropriate, incorporated into the Parks and Recreation Master Plan.

Initial Workshops

The Plan and Zoning Department also held workshops related to Sea Level Rise (July 2018) and did presentations regarding Housing to the Fairfield Senior Advocates (April 2019). A preliminary public Open Space meeting was held with the Conservation Commission. A joint Economic Development and Planning Commission meeting was also held.

Topic-Focused Workshops

In January and February of 2020, the Town held in-person town-wide POCD workshops with members of the public at the Sacred Heart University West Campus, Fairfield University, and Penfield Pavilion. The workshop series sought to focus on three key areas: Conservation, Economic Development and Housing, and Infrastructure, including a mandated discussion of Sea Level Rise.

As shown on Figure 4, community members were broken into smaller table settings where they could discuss the three major focus areas with corresponding maps to provide their input in ways specific to sites and locations that residents had familiarity with. People could mark up the maps with notes and suggestions and use provided photos for examples of what they would like to see. The interactive workshops were well attended, and residents provided feedback about how much they enjoyed participating.

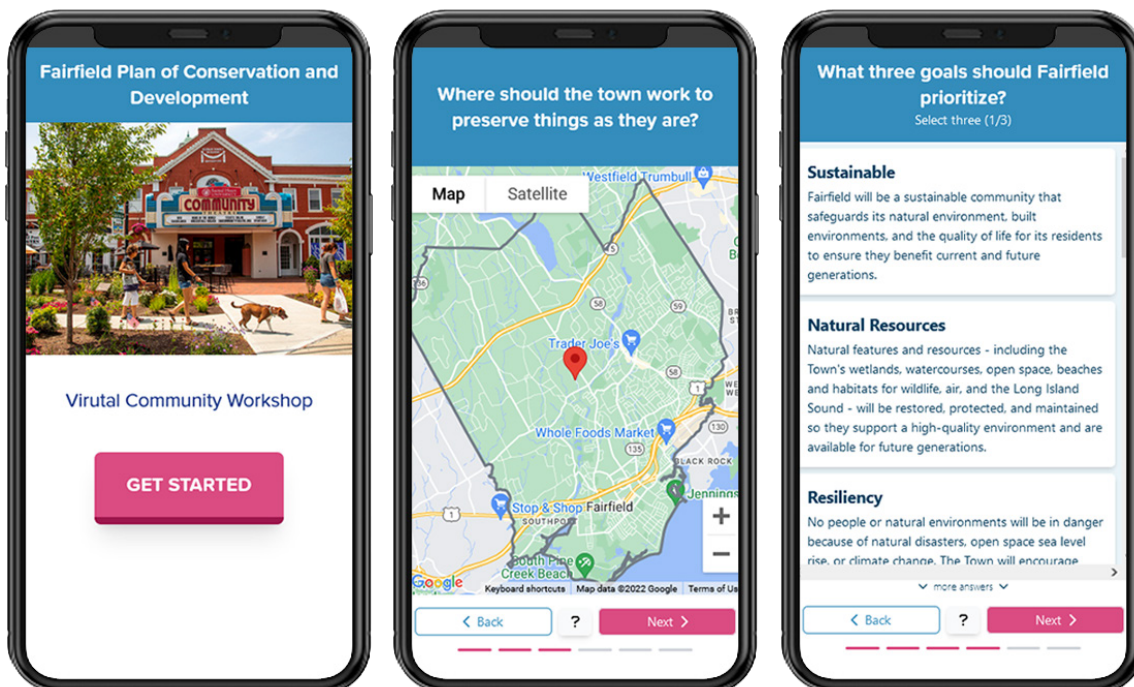
COVID Pause

Following the outbreak of the Coronavirus (COVID-19) pandemic in March 2020, in-person public meetings were limited. The following summarizes the engagement efforts that were conducted when the project was restarted in 2022.

Figure 4. Topic-Focused Workshops



Figure 5. Virtual Workshop Examples



The virtual workshop was designed "mobile-first" and available in multiple languages to make it as accessible as possible.

Follow Up Engagement

Department and Committee Meetings

Following the restart of the engagement process, the Town and its consultant re-engaged departments and commissions in a variety of meetings to confirm and update the findings from the initial engagement.

Virtual Workshop

In the Fall of 2022, the Town launched a virtual workshop (Figure 5) that allowed participants to:

- Identify Town strengths, weaknesses, opportunities, and threats.
- Identify priorities for improvements.
- Map locations where they believe places should be preserved, enhanced, or transformed.
- Share their big ideas for changes in Fairfield.
- Submit feedback on how the COVID

pandemic would change their behaviors going forward.

The virtual workshop had more than 200 participants, allowing for a significantly larger number of people to provide input into the plan.

Open House

In April of 2023, the Town hosted an open house at the Osborn Hill School. Facilitators presented those in attendance with an overview of the work that had been done to date, including a summary of the community engagement efforts. Participants were then encouraged to circulate to six different stations that corresponded to the chapters in this POCD.

At each station, participants were given an overview of some of the key background information relevant to the topic as well as a summary of the key recommendations. They were encouraged to talk with staff, identify ideas they did or did not support, and submit additional comments for consideration.

Figure 6. POCD Open House



Plan Goals

The following goals are based on the comprehensive review of previous plans and community engagement efforts. They provide clarity on what the recommendations, across all chapters of the POCD, are striving to achieve.

1. Fairfield will be a sustainable community that safeguards its natural environment, built environments, and the quality of life for its residents to ensure they benefit current and future generations.
2. Natural features and resources – including the Town’s wetlands, watercourses, open space, beaches and habitats for wildlife, air, and the Long Island Sound – will be restored, protected, and maintained so they support a high-quality environment and are available for future generations.
3. People and places will be protected from natural disasters, sea level rise, or climate change. The Town will encourage land protection within natural hazard areas and minimize development or redevelopment within natural hazard areas.
4. Excellent recreational and community facilities will serve the diverse needs of residents of Fairfield.
5. Quality residential areas, that include historic districts, will continue to be the predominate land use in the community.
6. People of all ages, creeds, races, incomes, and physical disabilities will have access to diverse and affordable housing options.
7. High-quality commercial areas will be visually attractive and support additional vibrant economic activity.
8. Areas around train stations will be places where people can work, live, learn and play.
9. Residents will have safe and convenient spaces where they can walk and bike as a means of transportation, recreation, and exercise.
10. The Town government will be transparent, efficiently provide services, and professionally implement policies through sound leadership and the use of best practices.
11. Fairfield University and Sacred Heart University and their students, faculty, and staff will be integrated into the community and will be important drivers of local growth.

A Resilient Community

Background

Community resilience can be defined as having the capacity or ability to withstand and recover quickly from an event. In general, there are four components of resilience: prepare, withstand, recover, and adapt. As a resilient community, the Town of Fairfield is already implementing and incorporating these four components throughout the community:

Prepare the community, residents, and infrastructure for the impacts of floods, severe storms, and extreme heat. This might include education and outreach, planning for events and emergencies, or ensuring emergency response supplies and measures are in place.

Withstanding an event includes supporting infrastructure, homes, and buildings that will be minimally damaged during a flood or severe storm, and educating the population so they understand available resources during these events, including heat waves.

Recovering from storms or floods means having the emergency response capabilities to assist those in immediate need, the mechanisms and fiscal avenues to rebuild and repair, and the support system for the community in the wake of an event such as SuperStorm Sandy.

Adapting to changes can include tangible or visible modifications or actions, such as flood protection systems or elevating structures to help reduce damages in the future; or modifying how the community prepares, withstands, and recovers as storms become more frequent and severe, and as climate change results in increased heat waves and rising sea levels.

Fairfield understands that fostering a whole-community resiliency approach will help prepare the community to flourish even as climate change impacts become more challenging.

Existing Conditions

Floods

Flood risks in Fairfield can be characterized using resources developed and supported by FEMA. FEMA Special Flood Hazard Areas (SFHAs) are found along rivers and streams, as well as in the broad coastal floodplain generally located south of the Post Road. (Figure 7)

The SFHA is the area that has a 1% chance of flooding any given year and is more commonly known as the 100-year flood zone. A property in the SFHA has about a 25% chance of being flooded over the course of a 30-year mortgage.

SFHAs located along rivers and streams are likely to flood as a result of heavy precipitation events where the streams rise and overtop the banks. Some of the more extensive SFHAs in Fairfield can be found along watercourses such as the Rooster River, Mill River, Sasco Brook, Great Brook, and Browns Brook.

A broad, wide, low-lying coastal area extending from Southport to Ash Creek, excluding Sasco Hill, is mostly coterminous with the coastal SFHA. This area experiences flooding from a variety of sources such as storm surges related to tropical systems and nor'easters, wave action, king tides, and severe precipitation events that overwhelm drainage systems or cannot be drained due to tidally-submerged outlets or downstream tide gates responding to high tide conditions.

The 1% annual chance flood is assumed to cause flooding from one edge of a SFHA to another. In reality, the lowest portions of a SFHA nearest to stream corridors and the beachfront, Ash Creek, Pine Creek, or Mill River estuary are likely to experience frequent floods.

The mean higher high water (MHHW) is a convenient figure to help understand frequent

coastal flooding. The MHHW is the average of the higher high water levels of each daily tide. The MHHW is typically slightly higher than the mean high water (MHW) which is the average of all water heights. For example, the NOAA tide gauge in Bridgeport reports a MHHW of 3.48 feet, and a MHW of 3.15 feet. Some residents may already be experiencing flooding attributed to water levels that slightly exceed the MHHW. This flooding might be referred to as "sunny day flooding" and could be occurring during king tides or even during a prolonged period of onshore winds. Some of the properties surrounding Pine Creek and Ash Creek may be experience occasional king tide or sunny day flooding.

Turning attention to more severe floods that occur less often, the most recent examples are from Superstorm Sandy in October 2012 (for the coastal flood zone) and the flood of September 2018 (for riverine flood zones) that ravaged the Rooster River corridor.

Flood inundation from Sandy is one of the most closely aligned events to the delineated 100-year floodplain, and most practitioners believe the storm surge approximated a 50-year flood event.

The Rooster River flood is more difficult to assign to a return period. Sasco Brook hit about 1580 cfs according to USGS, which is about equivalent to a 10% storm, or ten-year flood. However, most people believe the flood of the Rooster River was somewhat more severe. The seven inches of precipitation in the Rooster River watershed is more aligned with a 25- or 50-year flood, based on precipitation figures in NOAA Atlas 14.

Flooding in Fairfield often occurs outside of FEMA-delineated areas of risk. Downtown

Figure 7. Flood Hazard Areas



Fairfield is known to flood from short-duration but intense precipitation events of only one to two inches of rain. The causes of this flooding are documented in the Downtown Fairfield Green Infrastructure Study and Plan (2018) and, in general, are related to limited stormwater collection and conveyance systems. Flooding in the downtown area can occur at the Metro-North parking lots and at the Post Road, Sanford Street, and Unquowa Place. Flooding is also frequent at the four railroad underpasses closest to downtown (North Pine Creek Road, Mill Plain Road, Round Hill Road, and North Benson Road).

Other Climate-Driven Challenges

The State of Connecticut has recognized extreme heat as a major health concern and invested resources into characterizing the impacts of extreme heat events, sometimes known as heat waves. The Connecticut Institute for Resilience and Climate Adaptation (CIRCA) developed the climate change vulnerability index (CCVI) to characterize extreme heat vulnerabilities based on the sensitivity, exposure, and adaptive capacity scores in 200-meter (10 acre) grid cells distributed throughout the state. In Fairfield, extreme heat vulnerability causes vary from exposure to high temperatures associated with pavement and development (I-95, other State and local roads, large parking areas at the railroad stations, dense development, etc.) in the southern part of the town, to social factors such as elderly people living alone and distances to cooling centers in the northern part of the town.

Future Conditions

Sea Level Rise

CIRCA prepares sea level rise planning figures as required by Public Act 18-82, and these figures are required for use in POCDs and other municipal plans. (Figure 8) The current planning threshold for the year 2050 is 0.5 meter, or

20 inches. Adding 20 inches to the MHHW by the year 2050 is an elevation of 5.15 feet. Properties along Fairfield Beach Road, French Street, and properties between Rowland Road and Eunice Avenue could be faced with more frequent sunny day and king tide flooding under these conditions. In most shoreline towns in Connecticut, the estimated increase in nuisance sunny day flooding is a tenfold increase in number of days by 2050. This figure will vary somewhat based on the specific location.

Similar to MHHW plus sea level rise, the 100-year storm event flood extent is also expected to increase with an additional 20 inches of sea level. Because of the Fairfield topography along the fringes of the coastal floodplain, much of the projected areal increase is relatively minimal. However, one area expected to see the largest inundation area of increase is surrounding the Reef Road and Oldfield Road Intersection. Flooding to this extent will not only impact properties, but will pose incremental access and egress challenges beyond those already being experienced.

Precipitation Trends

Increasing precipitation volumes and intensities will contribute to more frequent flooding of streams, rivers, the four underpasses mentioned above, and downtown Fairfield. Consider the following:

- The 4th National Climate Assessment (2018) notes that the recent dominant trend in precipitation throughout the Northeastern United States has been towards increases in rainfall intensity, with increases in intensity exceeding those in other regions in the contiguous United States. Further increases in rainfall intensity are expected, with increases in precipitation expected during the winter and spring with little change in the summer. Monthly precipitation in the Northeast is projected to be about 1 inch greater for December through April by end of century (2070–2100) under a higher

Figure 8. Sea Level Rise Scenarios

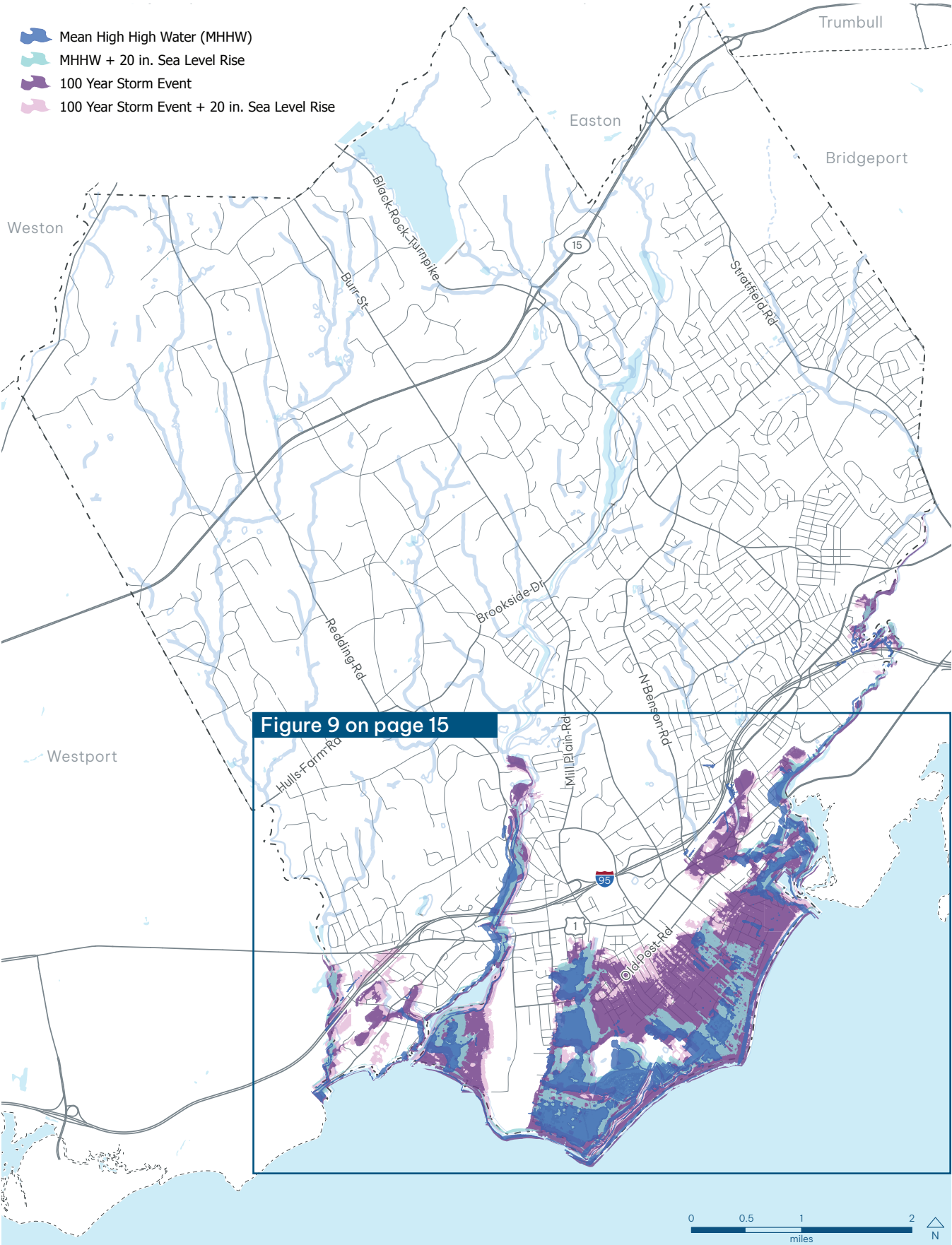
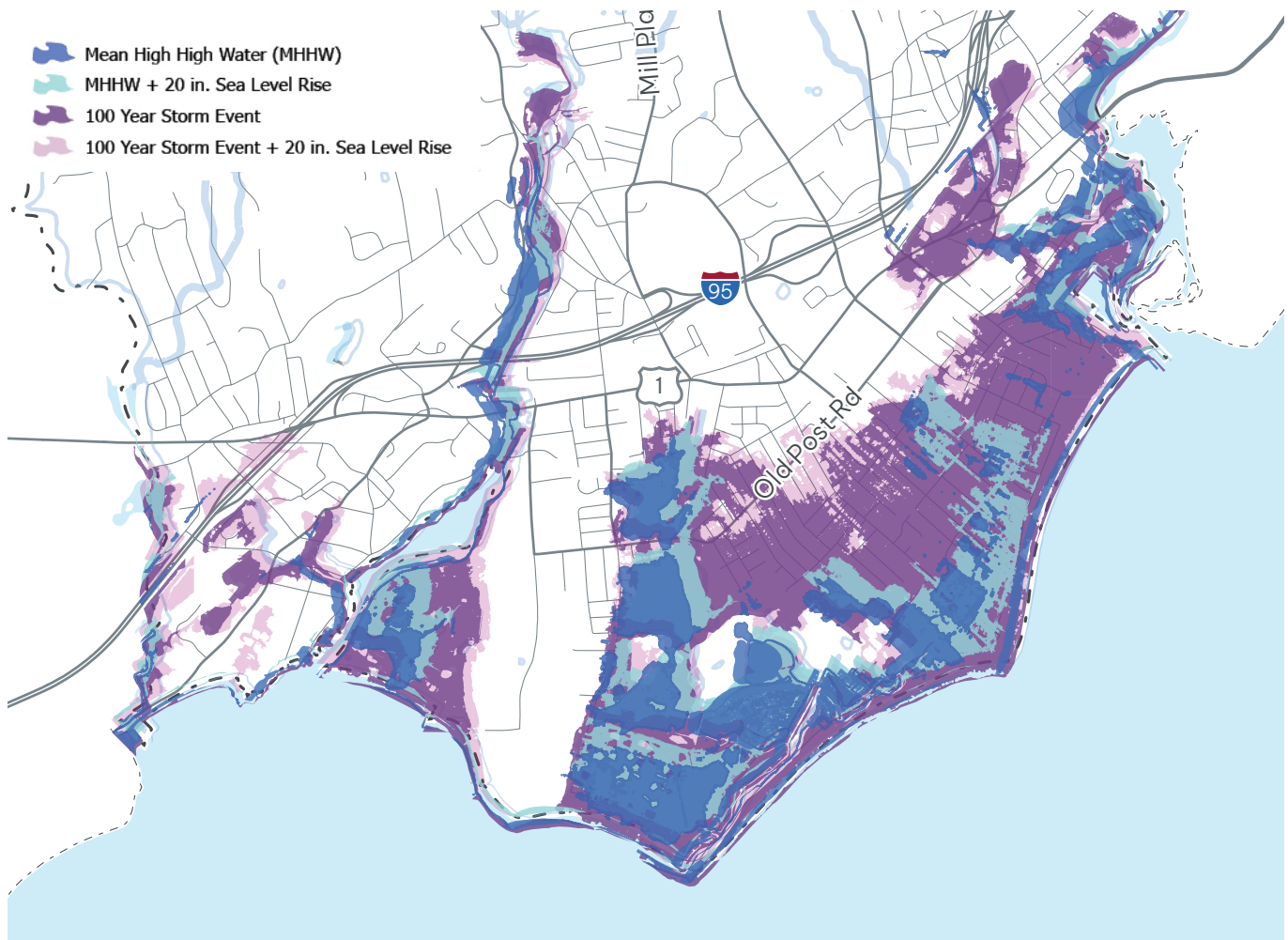


Figure 9. Sea Level Rise Scenarios



emissions climate change scenario. Although future projections of major floods remain ambiguous, more intense precipitation events have increased the risk of some types of inland floods.

- The Connecticut State Water Plan (2018) precipitation projections are variable, although consistently project a wetter future for all four climate scenarios evaluated. The largest precipitation increases are projected for the wetter months (higher percentiles) including extreme wet months; and the seasonality plots in the plan show that winter and spring precipitation changes are projected to be larger than summer and autumn changes.
- The Connecticut Physical Climate Science Assessment Report (2019) notes that average annual precipitation is expected to increase 8%, and the number of days with heavy precipitation will rise from three to five days, with the maximum one-day precipitation increasing.
- The NCEI State Climate Summary (2022) for Connecticut notes that annual precipitation has been highly variable, with a slight increase since 1895; but increases in the frequency and intensity of extreme precipitation events are projected, as are increases in winter and spring precipitation. Increases in total precipitation and in the

number of extreme precipitation events may increase inland flooding risks.

While summertime precipitation volumes are not necessarily projected in the above resources, the NWS has demonstrated that summer precipitation events (whether thunderstorms or tropical systems) remain among the most severe and flashy causes of flooding in the northeast. In other words, these summer flood events will continue to challenge Fairfield even as winter and spring flood events may be increasing in frequency.

Other Climate-Driven Challenges

The number of days experiencing warm temperatures is expected to increase over the coming decades. Projections show that by late-century, the number of “summer days” is expected to increase, along with the number of warm-spell days. A warm spell is defined as an “annual count of warm spell days, where a warm spell is six or more consecutive days with temperatures >90th percentile”. The number of summer-like days could increase from around 80 days (in the 1950s) to more than 140 days by 2100. Models also show that in the 1950s the number of warm spell days was fewer than three per year, and could rise to about 50 days by 2050, and more than 120 days by the year 2100. Absent efforts to reduce exposure and sensitivity, extreme heat vulnerabilities in the CCVI described above will lead to increased risks.

Climate projections are less certain about the future conditions relative to severe wind events. A warming atmosphere is expected to allow thunderstorm conditions to occur more frequently and may allow hurricanes to remain stronger as they move through or past Connecticut. However, the frequency of severe wind events is not projected to decrease.

A Resilience Framework

The Town of Fairfield is embracing a resiliency framework that ensures all parts of the community will remain resilient to flooding or become more resilient over time by reducing risks. (Figure 10) The framework also works in the context of other climate-driven challenges such as extreme heat and severe wind events. The framework is centered on five types of areas represented in Fairfield:

- Resilient Neighborhoods
- Resilient Hubs
- Resilient Corridors
- Individual Risk Reduction
- Coordinated Risk Reduction

For more details on the justification for the establishment of the five tiers of community resilience to address natural hazards and climate change, see Appendix A.

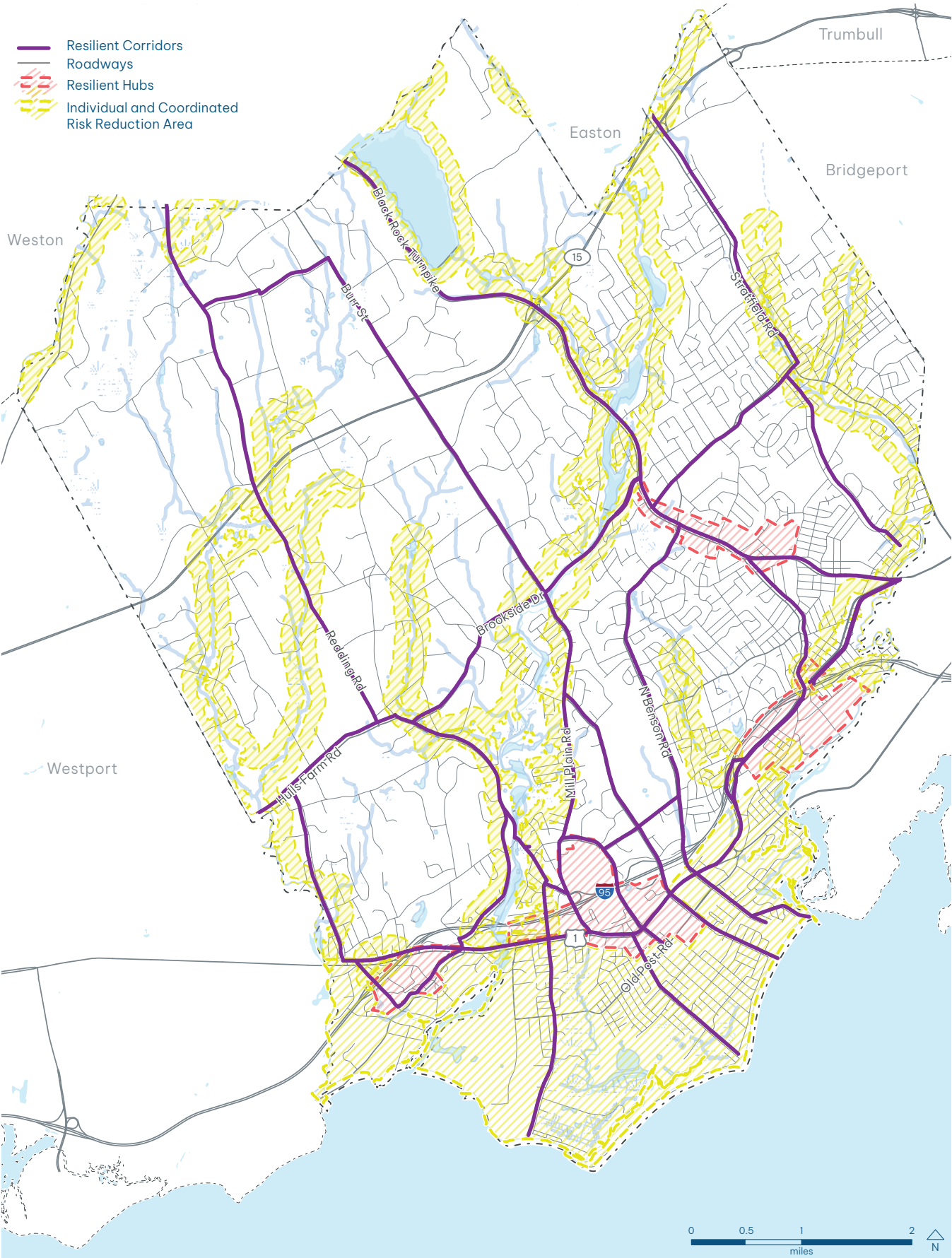
Resilient Neighborhoods

These are located throughout the central and northern parts of Fairfield. These are areas where much of the existing development is situated outside areas of flood risk along rivers and streams. Nevertheless, river and stream flood zones are present. Aligning future uses of

A Strategy Built on a Strong Foundation:

Resilient hubs and resilient corridors are concepts borrowed from CIRCA’s work within the *Resilient Connecticut* planning framework. CIRCA’s work has been used in the master plans of other communities; for example, the Town of Hampton (New Hampshire) Master Plan promotes protection of resilient hubs and corridors as strategies in the community’s overall flood risk reduction and resiliency framework.

Figure 10. Resilience Framework



these corridors with open space goals will be important to maintain neighborhood resiliency. Securing and promoting open space and continuing low density development will have co-benefits related to managing extreme heat risks, as exposure will generally be lower. Care must be taken to ensure that risks related to severe wind events are balanced by electrical grid strengthening and redundancies.

Resilient Hubs

These are locations where the Town's critical facilities, essential services, historic and cultural resources, regional assets, and key economic development are clustered. Resilient hubs are situated largely outside current and future flood zones, but these risks may be nearby. For example, downtown Fairfield is a resilient hub surrounded by FEMA flood zones to the west, south, and east; and affected by stormwater flooding. Investment in reducing flood risk is justified and desired in and at the margins of resilient hubs. Overall, public investment is desired in resilient hubs, but is not meant to preclude investment elsewhere. Resilient hubs will be critical to Fairfield's ability to manage other climate-driven challenges such as extreme heat, as cooling centers will tend to be clustered in resilient hubs.

Resilient Corridors

These are the roads and the adjacent land uses that must move people, goods, and services during and after severe storms, floods, and other disasters. Resilient corridors are more than evacuation routes; in fact, emergency managers must have the flexibility to change evacuation routes. Resilient corridors are the roads and land uses where investment must be possible, even where they cross areas of current and future flood risk. Resilient corridors will also become more important in managing other climate-driven risks, as transit and transportation will move people to areas of respite during extreme heat events or before severe wind events.

Individual Risk Reduction

These areas are located where current and future flood risks will present challenges to the Town and its residents. Overall, the goal for managing risk and fostering resiliency is to allow property owners to make resiliency improvements while ensuring that rapid recovery is possible after storms and floods. Strategic Town investments may be needed in these areas from time to time, and some critical facilities and Town assets will remain located in these areas. For example, the wastewater treatment plant and adjoining critical facilities are located in the area of Individual Risk Reduction. However, the majority of the properties in this area of Individual Risk Reduction are privately-owned. An example of a strategic Town investment is the potential South Benson Road pumping station, which would help remove floodwaters from a large area.

Coordinate Risk Reduction

Coordinated Risk Reduction areas are located where current and future flood risks will present challenges to the Town and its residents, but (in contrast to the Individual Risk Reduction area), the Town may need to help develop complex coordinated approaches for reducing risks and fostering resiliency. Strategic Town investments will likely be needed in these areas from time to time. An example is the Rooster River watershed, where Town-funded flood detention projects are poised to reduce flooding along the Rooster River. This effort does not preclude property owners along the Rooster River from elevating their own homes.

A Resilient Community Recommendations

Strategy A: Focus Investment in Resilient Hubs

1. Continue efforts to reduce flood risks in resilient hubs, such as further implementation of the Downtown Fairfield Green Infrastructure Study and Plan.
2. Consider requiring green infrastructure techniques for redevelopment in downtown Fairfield, focusing on properties that drain toward the stormwater systems with limited capacity or toward the underpasses.
3. Pursue recommendations of the *Resilient Connecticut* underpass flood study due for completion in fall 2023.
4. Support appropriate development in resilient hubs, such as TOD near the Metro Fairfield passenger rail station.
5. Ensure that each resilient hub in Fairfield is served by a shelter or backup shelter and a cooling center.
6. Ensure that critical facilities in resilient hubs are served by standby power.
7. Evaluate the appropriateness of microgrids to serve resilient hubs.

Strategy B: Invest in Resilient Corridors

1. Prepare a list of resilient corridors including critical road segments that connect the southern and northern parts of the town while connecting resilient hubs.
2. Reduce flood risks along resilient corridors through judicious road segment elevations, improved stream and creek crossings with appropriate conveyance, and promotion of adjacent land uses that facilitate resilient

corridor investments (rather than making them more difficult; for example, land uses that require more complicated driveways).

Strategy C: Look for opportunities to maintain the low-risk, resilient character in Resilient Neighborhoods

1. Obtain and set aside open space in riverine flood zones when possible, remaining mindful of open space goals for this part of Fairfield.
2. Ensure that low impact development is utilized where possible.
3. Work with UI/Avangrid to ensure that the grid is resilient through hardening, redundancies, and judicious tree trimming that is carefully coordinated with the Town's Conservation Department.
4. Add multi-modal streetscape and tree planting initiatives where possible for cooler streets and corridors to address future intense heat issues.

Strategy D: Facilitate resilient choices in the Individual and Coordinated Risk Reduction areas.

1. In connection with the Town's CRS participation, ensure that property owners understand their flood risks and their options for reducing flood losses.
2. Continue to support home elevations that

meet or exceed the flood damage prevention sections of the Town's regulations and the State Building Code.

Strategy E: Make progress on resiliency efforts in the Individual and Coordinated Risk Reduction areas.

1. Look for opportunities to acquire properties in the Camden/Rutland neighborhood.
2. Proceed with flood detention projects in the Rooster River watershed.
3. Continue to look for funding to advance segments of flood protection systems to help reduce flood risks in the coastal floodplain if the subject segments present tangible benefits on their own merit.
4. Continue to look for funding for the South Benson Road pumping station.
5. Consider adopting a schedule of required updates to the Town's Flood Mitigation Plan, developed by the Flood and Erosion Control Board (i.e., every five years).

An Environmentally Rooted Community

Fairfield has a very diverse environment that has several conditions that help to make it unique.

Coastal Environment: Fairfield has a significant coastal presence, with a portion of its territory situated along the Long Island Sound. The coastline offers scenic views, sandy beaches, and coastal habitats. The coastal environment plays a crucial role in the town's recreational activities, tourism, and natural beauty.

Inland Geography: Moving away from the coast, Fairfield transitions into a more inland geography characterized by rolling hills, forests, and open spaces. There are several parks, nature reserves, and green spaces within the town, providing opportunities for outdoor activities such as hiking, picnicking, and wildlife observation.

Biodiversity: The diverse environmental conditions in Fairfield support a range of plant and animal species. The town is home to various tree species, including oaks, maples, pines, and birches. The coastal areas provide habitats for marine life, shorebirds, and migratory birds. Inland, you can find a variety of wildlife such as white-tailed deer, squirrels, foxes, and a variety of bird species.

Watersheds: The Town of Fairfield has documented eleven individual watershed areas which contain the tributaries and inland wetlands to three major riverine systems. These systems, known as the Mill River, Sasco Brook and Rooster River/Ash Creek, all flow south into their respective tidal marshes and estuaries before transitioning into Long Island Sound. All wetlands and watercourse play a very important and ever increasing role in the quality of surface water and habitat/ecosystems, stormwater management, water supply and recreational uses.

Background

Open Space

As illustrated on Figure 11, the Town of Fairfield owns over 1,100 acres of open space that includes upland forest, lakes, rivers, salt marsh, wetlands, and meadows throughout inland and coastal Fairfield. These recreational parcels provide opportunities for uses such as hiking, leisurely walking, horseback riding, and cross-country skiing. In addition, they enhance and conserve natural resources, protect fish and wildlife habitats, serve as outdoor classrooms for nature study, and contribute significantly to the beautiful rural characteristics that are so much a part of the Town of Fairfield. In addition, an extensive network of trails is open to the public free of charge.

Biodiversity Preservation

Fairfield residents have joined together to support efforts to protect and support pollinators as an important part of the community's environmental protection efforts. The goal is to establish public and private pesticide-free corridors of native plants that provide nutrition and habitat for pollinating insects and birds. Even the smallest green spaces, like flower boxes and curb strips, can be part of a pollinator pathway. These efforts have been supported by the Aspetuck Land Trust, Connecticut Audubon Society, Fairfield Forestry Committee, and the Mill River Wetland Committee.

Flooding and Sea Level Rise

As a result of its geography and topography, the Town is susceptible to flooding. These issues can become especially hazardous during hurricanes and coastal storms. At the same time, increased sea level is expected to result in more flooding and increased height of storm surges for coastal communities. The section on A Resilient Community deals with these issues in more depth.

Sustainability

The State of Connecticut has set an ambitious goal: to be carbon-free by 2040. As a sustainability leader in the state, The Town of Fairfield has a long history of support for sustainability initiatives. To advance sustainable practices in Town, the Sustainable Fairfield Task Force (SFTF) presented an updated Sustainability Plan, which builds on the original plan released in January 2018. It assesses achievements, challenges, and action plans across a broad array of eighteen sustainability modules. The goals within the modules have been set for the year 2030; some goals can and should be achieved sooner, while others may need longer to achieve.

Coastal Management Act Consistency

State Statute requires that for "any municipality contiguous to Long Island Sound, such plan [of Conservation and Development] shall be A) consistent with the municipal coastal program requirements of the Coastal Management Act sections 22a-101 to 22a-104, B) make reasonable consideration for restoration and protection of the ecosystem of Long Island Sound, and C) designed to reduce hypoxia, toxic contaminants, and floatable debris in Long Island Sound." 22a-101b(1) requires municipalities to identify and describe immediate and long-term major coastal-related issues and problems. Those issues are identified in Figure 12 and Figure 13,

Green Infrastructure

The Town of Fairfield experiences challenges relating to an excess of urban stormwater runoff coupled with a restrictive storm drainage system that is inadequate to handle the large volume of runoff generated by the town's impervious surfaces. Due to the high-density surface and subterranean infrastructure, it is impossible to fully condition the storm drainage system to handle the current and future stormwater

Figure 11. Open Space

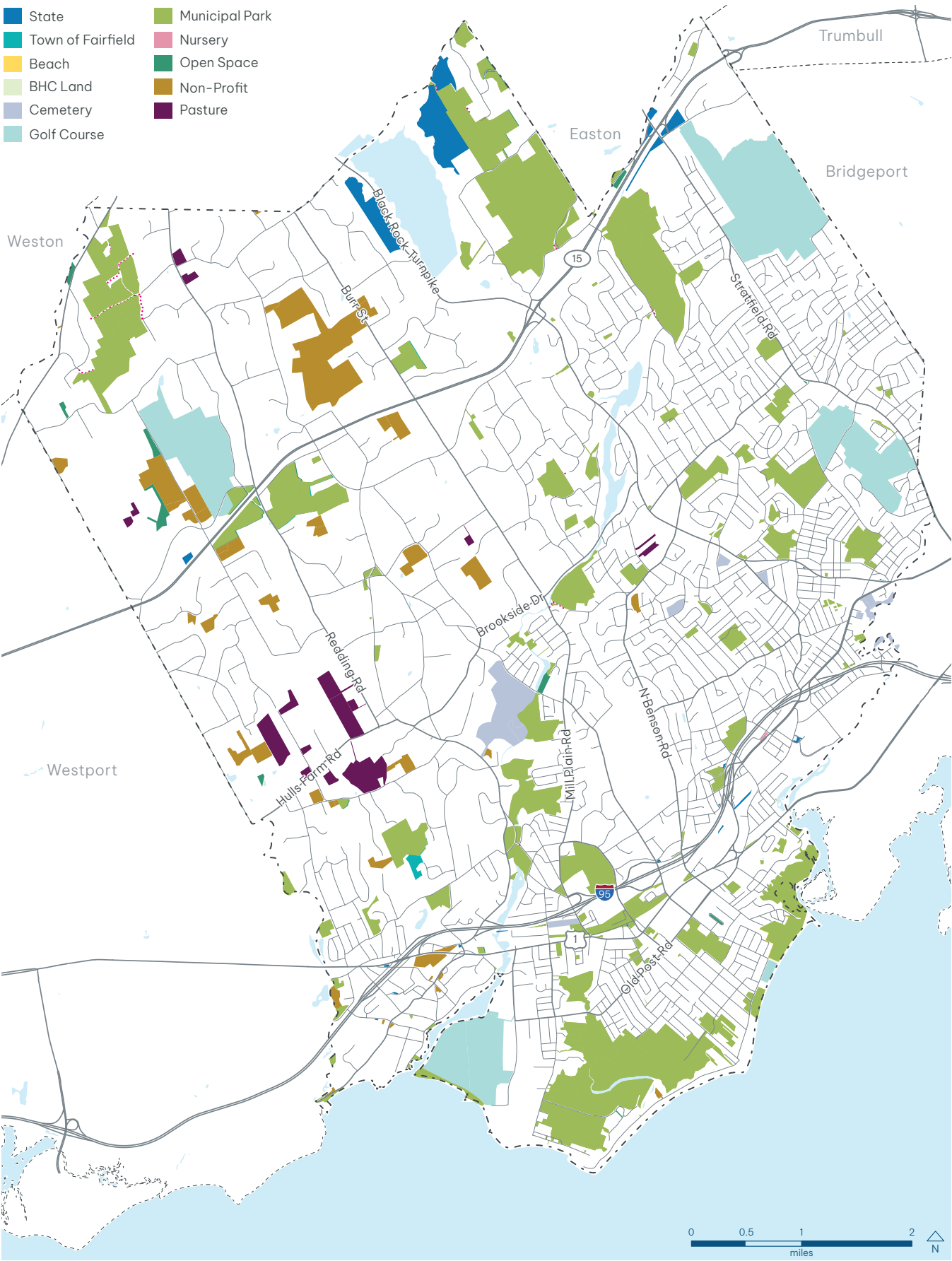


Figure 12. Coastal Management Act Consistency – 22a 101b(1)

22a 101b(1) requires municipalities to identify and describe immediate and long-term major coastal related issues and problems. Those issues are identified below.

Statutory Requirement	Fairfield Conditions
Erosion	<p>Fairfield is subject to beach erosion in several locations. These beaches include Town-owned facilities such as Southport Beach, Sasco Beach, South Pine Creek Beach, Jennings Beach, and Penfield Beach; and private beaches such as those in the greater “Fairfield Beach” region associated with Fairfield Beach Road. The Town has conducted beach nourishment at Jennings Beach and Penfield Beach. The privately-owned section of beach between Penfield Beach and Shoal Point was the subject of a beach nourishment and dune ridge concept in the Regional Framework for Coastal Resilience, but the project has not yet been pursued.</p> <p>Some erosion also occurs along the tidal creeks and estuaries of Fairfield including Pine Creek and Ash Creek. A component of this erosion is occurring along tidal marsh fringes. Erosion is also occurring along private properties that line parts of these creeks. In particular, the bulkhead along Pine Creek on the back side of Fairfield Beach has experienced some erosion and failure over time.</p>
Flooding	<p>Fairfield has a wide and broad coastal floodplain extending from Sasco Hill to Ash Creek that is developed with thousands of houses, several key critical facilities, and important public access to the shoreline (the aforementioned Penfield Beach and Jennings Beach). This entire area was flooded by SuperStorm Sandy, and much of the Town’s work toward resiliency is focused on this area. The Fairfield Flood Mitigation Plan is updated as needed by the Flood and Erosion Control Board and operates as a key companion to the MetroCOG Hazard Mitigation Plan, providing more detail than the multi-jurisdiction hazard mitigation plan. Coastal flooding also occurs in the Southport area, but the density of residential development and critical facilities is lesser in this area compared to the region east of Sasco Hill. Coastal flood risk extends along all the tidal estuaries of Fairfield such as the Mill River, Pine Creek, and Ash Creek/Rooster River.</p>
Recreational facilities	<p>As noted above, the Town-owned beach facilities are Southport Beach, Sasco Beach, South Pine Creek Beach, Jennings Beach, and Penfield Beach. Other coastal recreational areas include the Ash Creek/Riverside Drive Open Space and Old Field Marsh Open Space. Several recreational parks and athletic fields, such as Old Dam Road, Veterans Park, and the Senior Center, are located in the coastal flood zones, but do not provide coastal recreational access.</p>
Utilization of port facilities	<p>Public marinas include Fairfield Marina (located at Ash Creek) and private marinas include the docks and mooring fields in Southport Harbor. In addition, there is boat and kayak access for the Harbor Road Site in Ye Yacht Yard. In general, the Town lacks the significant port opportunities that other towns and cities have in Connecticut. Frequent dredging is necessary to maintain access to Fairfield Marina from Long Island Sound.</p>
Boards & commissions who enforce Coastal Program	<p>Plan & Zoning Commission, Harbor Commission, Flood and Erosion Control Board. Municipal agencies consult with the DEEP’s Office of Long Island Sound Programs (OSLIP)</p>

Figure 13. Coastal Management Act Consistency - 22a 102b(1)

In accordance with 22a 102(b), the following criteria shall be considered:

Statutory Requirement	Fairfield Conditions
Character and distribution of coastal resources	The Town's coastal resources are dominated by beaches, tidal estuaries, and tidal wetlands, which is consistent with the geography and surficial geology of the town and its position along Long Island Sound. Rocky outcrops and bluffs are less common than they are in other shoreline communities. Fortunately, the Town has secured and maintains five Town-owned and managed public beaches, which is a considerable resource and significant benefit to residents. The Town has also taken steps to protect remaining tidal wetlands and marshes, recognizing that development more than 50-100 years ago eliminated some of these tidal wetland resources.
Capacity and limitations to support development	The Town's coastal development has largely been residential; and focused on public access and recreation (including the five Town beaches, the Town marina at Ash Creek, and Ye Yacht Yard). Fairfield lacks suitable locations and typologies for developing water-dependent uses such as Ye Yacht Yard (i.e., some protection from waves, deep water, etc.). Likewise, Fairfield lacks suitable locations, infrastructure, and zoning for major development projects along the shoreline. Nevertheless, some of the major development projects in the Fairfield Metro TOD region are located within the coastal boundary associated with Ash Creek.
Types and methods of development compatible with the wise use, protection, and enhancement of such resources.	Through the Coastal Site Plan Application review process, projects are thoroughly reviewed for appropriateness. Based on the intersection of the Fairfield Metro TOD and the coastal boundary associated with Ash Creek, most of this development review is focused on that part of the town. However, as potential projects are proposed in the Southport and Fairfield Beach areas, the Town appropriately reviews them for consistency with coastal management principles.
Nature and pattern of existing development	This has mostly been addressed in the responses to the above questions. Residential and commercial properties exist in the Southport area and along Southport Harbor; residential, critical facilities, and beach/public access uses are found in the broad coastal floodplain from Sasco Hill to Ash Creek; and mixed TOD-type uses (residential, commercial, and industrial) are found near the upper Ash Creek estuary. Marina and boat yard development is very limited in Fairfield relative to other shoreline towns.
Need for public services	The Town desires flood protection, flood mitigation, and other resiliency projects to reduce the adverse impacts of flooding. Several efforts are underway in consultation with the Town's Flood Erosion Control Board. The WWTF has also recently been protected by an elevated bulkhead and berm.

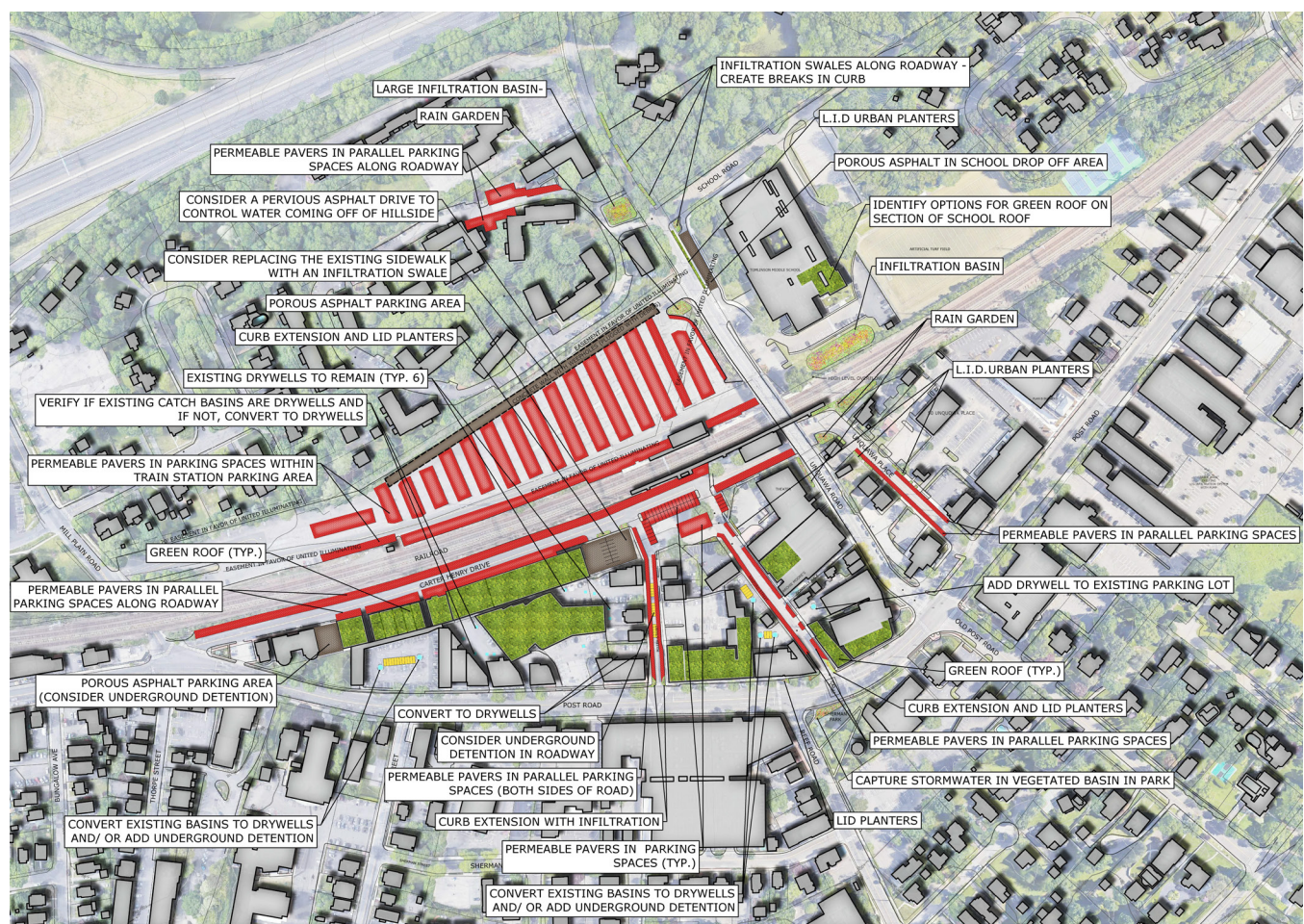
volumes. Additionally, climate change projections indicate that future storms may be more intense, with greater rainfall totals in shorter amounts of time.

In July 2018, the Town developed a study titled, “Resiliency for Downtown Fairfield using Green Infrastructure.” The project was developed to help the Town identify green infrastructure improvements to the Downtown that could support and replace “grey” infrastructure like catch basins and stormwater conveyance systems. Green infrastructure relies directly on

natural ecosystem services or natural design concepts to assist, enhance, and, in some cases, replace “grey” infrastructure like catch basins and stormwater conveyance systems.

Figure 14 is a conceptual plan for green infrastructure in the Downtown. The plan includes recommendations for a variety of solutions including, but not limited to permeable paving systems, tree trenches, bioretention basins, infiltration swales, and green roofs.

Figure 14. Conceptual Plan for Green Infrastructure



Resiliency For Downtown Fairfield Using Green Infrastructure (2018)

Community Input

Participants in POCD engagement efforts identified parks, beaches, and open spaces as Fairfield's biggest strengths. Likewise, participants felt that protecting the Town's natural resources should be of the highest priority. Participants identified the following key themes.

Preserve and enhance natural resources:

Protect Fairfield's prized network of parks, beaches, and green spaces through stricter zoning regulations. Fairfielders wanted to see creative ways to expand and enhance the network through pocket parks and development restrictions.

Sustainable Practices: Reducing waste and mitigating pollution creates a better quality of life and allows Fairfielders to enjoy the nature that is in their backyard. Investing in green infrastructure and increasing the tree canopy adds beauty while creating a more sustainable Fairfield.

Ecosystem preservation: There was consistent support for efforts that would protect and enhance habitats for wildlife, including support for pollinator pathways and the use of native plant species.

“ participant quote

More land should be conserved to ensure biodiversity in the town. Even parcels in between houses needs to be preserved, with zoning restricted to encourage green space and trees.

“ participant quote

The Post Road also needs many more shade trees to beautify, provide much-needed shade, cool buildings, absorb storm water run-off, and enrich outdoor dining.

“ participant quote

I think that Street Scapes and Pocket Parks, especially at Gateway corridors and entrances into the Town are very important.

“ participant quote

Preserve tidal areas, salt marshes, woods.

An Environmentally Rooted Community Recommendations

Strategy A: Expand greenways and open space corridors.

1. Leverage the DEEP Open Space Grant program and other funding sources to acquire properties that:
 - Support habitat and pollinator corridors;
 - Help promote resiliency efforts; and/or
 - Provide opportunities for improved trail connections.

Strategy B: Maintain and enhance existing open space assets.

1. Coordinate across Town departments to apply for grant funding opportunities to maintain and enhance existing open spaces.

Strategy C: Protect beaches and coastal resources.

1. Restore the tidal marsh north of Fairfield Beach Road between Reef and Rowland roads.
2. Advance the Jennings Beach dune restoration.
3. Continue to partner with Bridgeport on Ash Creek restoration efforts.
4. Prioritize tree plantings to enhance tree canopy and create cooler urban streets.

Strategy D: Advance the recommendations from An Action Plan for a Sustainable Fairfield.

1. Study and promote sustainable neighborhood design techniques (20-minute neighborhoods)
2. Support individual efforts on water conservation efforts and promote a culture of water conservation.
3. Continue to support individual efforts to install renewable energy on private properties.

A Community that is Home to All

Fairfield is largely a residential community. The Town's residential areas consist mostly of single-family housing, of which there is a great variety. The Town's residential areas can be divided into two distinct areas: those east of the Mill River and those to the west.

The Town's lowest-density housing can be found in Greenfield Hill, an area that is predominantly low-density housing on two-acre wooded lots with large colonial-style homes. Like Greenfield Hill, Mill Plain is an area that is primarily single-family residential development, but lots sizes are smaller (one-quarter to one-acre lots) with large older homes, set close to the street and surrounded by mature trees. Samp Mortar is also primarily a single-family residential area, with many homes sitting on one-half to one-acre lots. However, there is some condominium development adjacent to the Black Rock Turnpike commercial area.

There are areas in the northern part of town that are home to a wider variety of housing types, including Strafield and Holliand Hill / Grasmerer. These areas can have a wide diversity of housing, including luxurious to modest single-family homes usually on one-half and one-third acre lots, a substantial number of condominium units, and other multi-family housing.

Tunxis Hill is an example of a community that developed during the first wave of population growth after World War I. The area is characterized by relatively small lots, a high concentration of two, three, and four-family

dwelling, and a dense network of grid-pattern streets.

Southport is the only area of town that straddles the interstate. The area to the north is primarily residential while the area to the south is a community with the visual character of an old colonial waterfront, with many old historic homes. Much of Southport Village has been designated as a historic district.

The shore is a defining element of Fairfield and the residential area nearest to it has its own unique characteristics. It is a densely developed residential area of one-quarter acre or smaller lots, with many two-family dwellings. This area has experienced significant change because of rebuilding after superstorm Sandy. It is also home to many students who share single-family homes.

Both the Downtown and Commerce Drive are evolving into mixed-use districts. The Metro Center TOD area has seen significant growth in multi-family housing which has helped to diversify the Town's housing option. The Downtown is also an area experiencing residential growth, with this wide variety of commercial uses, pedestrian orientation, and transit accessibility. The overall goal is to preserve existing single-family residential neighborhoods and focus more diverse housing options in the commercial corridors and adjacent to the Fairfield downtown and Metro Center train stations.

Background

Housing Stock Profile

Eighty-five percent (85%) of all housing in Fairfield is single unit, with a majority of those being detached homes. Eleven percent (11%) of units are in small multi-family buildings: those that have between 2 and 9 units. These “missing-middle” housing typologies have gained national attention as communities look to encourage more multi-family housing that can better blend with single-family neighborhoods. Only about 3% of all units are in larger, multi-family buildings.¹

Since 2010, the town has seen approximately a 6% increase in the number of housing units, according to construction data provided by the Connecticut Department of Economic and Community Development. New construction has largely occurred at opposite ends of the spectrum: about 1/2 of all units are in new single-unit homes while 40% occur in 5-or-more unit buildings. The American Community Survey 5-Year estimates include a larger range of building types and reports that almost all that growth was in buildings with 20 or more units.²

Household Composition

Households refers to residential dwellings occupied by one or more individuals who are related by blood, marriage, or adoption, and who share common living spaces and resources

¹ US Census Bureau – American Community Survey, 5-Year Estimates (2020)

² Ibid.

within the same premises. These households live in the various housing units across Fairfield:

- 73% are family households.
- 60% are married couples.
- 36% include a child under the age of 18 living at home.

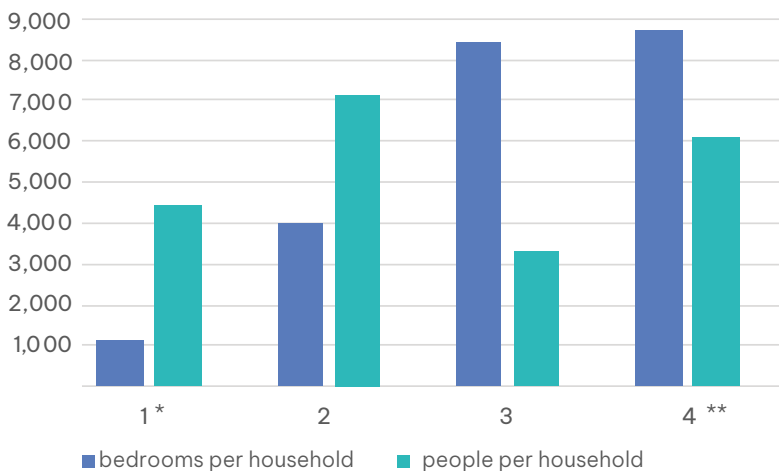
Since 2010, there has been very little change in these areas. There has, however, been a change in the size of households. Between 2010 and 2020, Fairfield experienced a 10% growth in the number of households. As illustrated in Figure 15 the town has seen as substantial growth in the number of 2-person households since 2010 and a modest increase in the number of households with 4 or more people. These trends underscore the growing need for more diverse housing stock in Fairfield to accommodate the evolving demographics and ensure a thriving and inclusive community for years to come.

Figure 15. Change in Household Size

Household Size	2010	2020	Change
1-person	4,190	4,480	6.9%
2-person	5,977	7,192	20.3%
3-person	3,460	3,364	-2.8%
4-or-more	5,593	6,140	9.8%

US Census Bureau – American Community Survey, 5-Year Estimates (2020) and US Census Bureau– 2010 Census.

Figure 16. Home Size vs Household Size



* Includes studios ** Includes homes with 4 or more units

US Census Bureau – American Community Survey, 5-Year Estimates (2020)

Housing Stock and Household Comparisons

Fairfield's housing stock was built to service an overwhelmingly single-family market. However, this has left the Town with a shortage of small units and an over-supply of larger units, relative to its household composition. Figure 16 compares how many 1-, 2-, 3-, and 4-bedroom homes there are relative to how many 1-, 2-, 3-, and 4-person households there are. Although some households may need more bedrooms than people (e.g., for an office) this data shows that there are far fewer one-bedroom and studio housing units than there are one-person households. The result is that single people and non-family couples are likely unable to find smaller housing that meets their needs.

This under-supply of smaller homes is likely having two effects. First, smaller households are likely paying more for housing than they need to be. Second, it likely increases housing costs for mid-sized households (3- and 4-person households) as they have more competition for mid-sized homes (2- and 3-bedroom units). Based on this analysis, it is likely that the production of smaller units will not only help make housing more affordable for singles and couples, but also for mid-size families who will have less competition for the housing that meets their needs.

Affordable Housing

In 2022, Fairfield adopted its Affordable Housing Plan. That plan noted that, according to the United Ways "ALICE" metric (Asset Limited, Income Constrained, Employed), more than one-quarter of all households in Fairfield (28%) are likely struggling with the overall cost of living. According to the US Census Bureau's American Community Survey, housing un-affordability is an especially difficult problem for renters: more than half of all renters reported that they spent 30% or more of their household income on rent. This is especially troublesome because of some

of the obstacles that renters have when trying to purchase homes in Fairfield:

- More than 50% of all homes in Town are estimated to be worth more than half a million dollars. First-time homeowners with higher education debt or no family wealth are going to have a harder time saving to make the down payment, even if they can afford the monthly mortgage payments.
- In 2021, the median housing cost for homeowners with a mortgage in Fairfield is \$3,570. The median rental cost of living is \$1,977.³ If most renters are already cost-burdened, then there may be a whole segment of the resident population that simply cannot afford the mortgage payments on a home in Fairfield.

The high cost of for-purchase homes is also a barrier for many prospective buyers. The Census estimates the median household value to be nearly \$645,00 with a 67% of homes valued at more than a half-million dollars.⁴

Housing Trends

As Fairfield plans for housing over the next 10 years, it should take into consideration the following trends which are likely to have an impact on housing.

Aging Population

Fairfield has experienced an aging population over the past decade. The baby boomer generation has been reaching retirement age, leading to an increased demand for downsizing options, such as smaller homes, townhouses, or retirement communities. This shift has affected the types of properties in demand and the availability of larger-family homes.

³ US Census Bureau - American Community Survey, 5-Year Estimates (2021)

⁴ Ibid.

Millennial Homebuyers

Millennials have reached the age where they are starting families and seeking home ownership. They are attracted to areas with good schools, family-friendly neighborhoods, and access to amenities, making Fairfield an appealing destination. Fairfield is fortunate in that many of its residents (and prospective residents) have strong incomes. Nonetheless, these higher-income workers are professionals with higher-education degrees which has saddled them with more debt than previous generations. Fairfield may start to see more families looking for rental opportunities so they can establish themselves in town before buying a home.

Influx of Young Professionals

Fairfield has also experienced an influx of young professionals over the past decade. These individuals are typically drawn to areas with employment opportunities, vibrant social scenes, and access to amenities. As young professionals settle in Fairfield, they contribute to the demand for rental properties, particularly in areas with proximity to job centers and urban amenities.

Diversity and Immigration

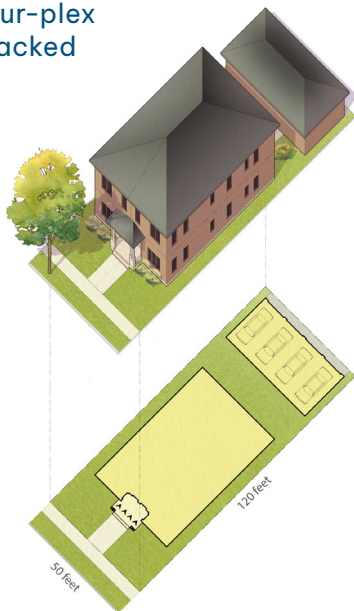
Fairfield has seen an increase in diversity and the presence of immigrant communities. As highlighted in the Plan Foundations element, Fairfield's population is on the rise, leading to a noticeable increase in the town's diversity, particularly with a growing number of Hispanic residents. This demographic shift is likely to generate new demands for different housing and neighborhood amenities that can more effectively cater to the evolving needs of this community.

Shifts in Lifestyle Preferences

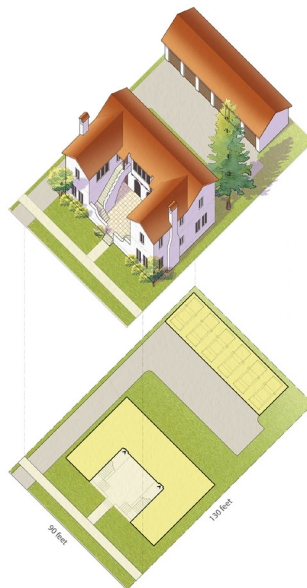
Over the past decade, there has been a shift in lifestyle preferences among homebuyers. Many individuals and families prioritize walkable neighborhoods, access to parks and green spaces, and proximity to amenities like shopping and dining. These preferences have influenced the demand for housing options in neighborhoods that offer these features.

Figure 17. Examples of Missing Middle Housing

**Four-plex
Stacked**



Courtyard



**Cottage
Courtyard**



Daniel G. Parolek. "Missing Middle Housing: Thinking Big and Building Small to Respond to Today's Housing Crisis" (2020)

Multi-Generational Households

The past decade has also seen an increase in multi-generational households, where multiple generations of a family live together under one roof. Economic factors, cultural traditions, and changing family dynamics have contributed to this trend. One outgrowth of that change has been the increased demand for accessory dwelling units. Multi-generational housing may also help keep larger homes (those with 4 or more bedrooms) in demand.

Transit-Oriented Development

Transit-oriented development (TOD) focuses on creating mixed-use communities around public transportation infrastructure. The practice has gained considerable traction over the past year as communities look to promote housing that is more sustainable and accessible to people who do not have a car (or wish to have fewer cars). The goal is to foster vibrant, walkable neighborhoods near transit infrastructure. Fairfield's Transit-Oriented Development Study provides a strong framework for how the Town can support this type of growth in the community. The result can be substantial increases in property values near the station, which contribute to the Town's tax base while expanding housing options.

Missing Middle Housing

Over the past decade, there has been growing awareness that not all multi-family housing needs to happen in larger condo or apartment buildings. This "missing middle" housing includes a range of buildings with multiple units that are compatible in scale and form with detached single-family homes. As communities have looked to diversify their housing stock, this category of housing has been an important area of focus.

Harm Reduction and Resiliency

As communities across the country face the realities of a changing climate, they have

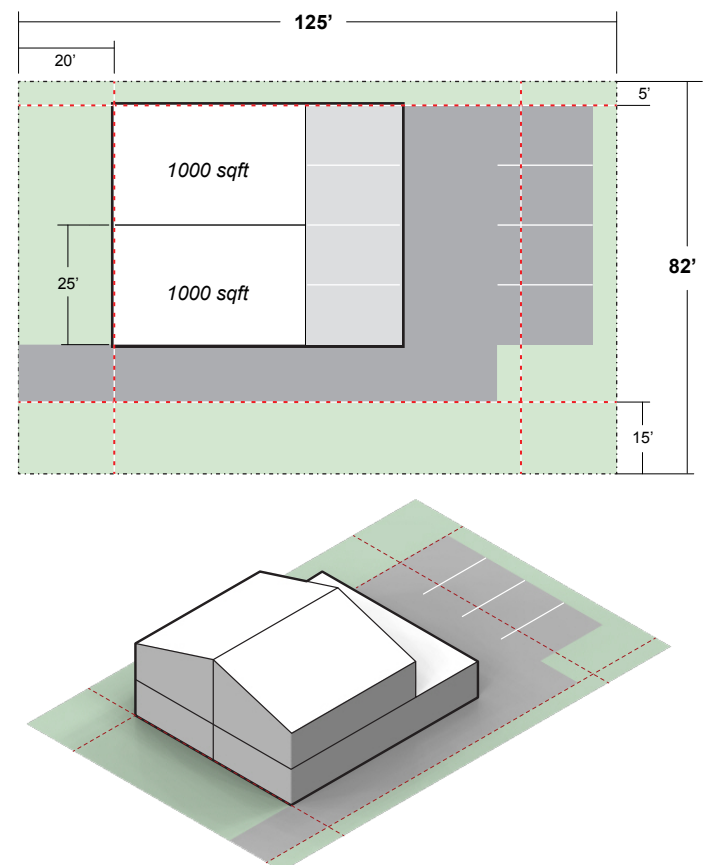
been re-examining their zoning ordinances to determine how they can limit new construction in hazardous areas. For many communities, this has meant reducing permitted housing densities in flood-prone areas that may become isolated or difficult to evacuate.

Regulatory Barriers

C Zone Standards for Four-Family Homes

Section 5.1 of Fairfield's zoning ordinance requires that all four family dwellings have a minimum lot of 12,500 square feet. These four-unit buildings are quintessential "missing middle" housing and can provide multi-family housing options that fit well within one- and two-family neighborhoods. However, the 12,500 square foot minimum reduces the number of parcels that could accommodate such homes: under

Figure 18. Four-Family Building on 10,250 sqft Lot



this standard, only 35 parcels would meet the requirement. As illustrated in Figure 18, a four-family building could be accommodated on a 10,250-square-foot lot while still meeting all the setback requirements and accommodating the necessary parking. If the minimum lot requirements were reduced, an additional 15 parcels in the C zone to meet the minimum lot

Figure 19. Parking Requirements

Properties with	Spaces per family
dwelling units for 1 to 4 families	2
dwelling units for 5 to 10 families	2.5
dwelling units for 11 or more families	3

Section 28.6.1

requirements without any significant impact on the character of the area.⁵

Parking Requirements

Fairfield currently requires parking according to the following schedule.

There is no evidence that properties that accommodate multiple units require more parking per family. This approach to parking regulation increases the cost of developing multi-family housing and discourages the development of missing middle housing. It also creates excess impervious surfaces that have a negative impact on the environment. It is generally best practice to regulate parking either on a per-unit basis or a per-bedroom basis, irrespective of the number of units in the housing development.

The requirement that the Design Residential District include a minimum of 1/2 space per unit of visitor parking is also excessive, given the requirement to have at least 2 spaces per dwelling unit.

⁵ FHI Studio analysis of parcel data using geographic information system (GIS) software.

Ground floor Commercial Requirements

Fairfield’s zoning ordinance currently prohibits ground-floor residential uses in the in the Designed Commercial District (DCD) and Center Design Business District (CDBD). These standards intend to ensure that commercial corridors remain active. However, there are sites – including the former Exide Battery site – that are substantially deeper than most properties. For these types of sites, it is unlikely that ground-floor retail or commercial space will be economically viable if it were to be located deep within a site. Permitting residential uses on the ground floor and behind commercial uses would make these sites more economically viable while also permitting more residential uses in Town.

Residential 50% Standards

As discussed in the Sustainably Prosperous Community Element, the Center Designed Business District (CDBD) and Design Commercial District (DCD) prohibit residential uses from occupying more than 50% of the total floor area of any building constructed in those districts. (See page 38 for more details) This requirement unnecessarily limits the development of new residential projects that can help meet the Town’s housing needs.

Center Design Business District Standards

The Fairfield TOD Study identified the following regulatory issues that create barriers to the construction of more transit-oriented residential units in Fairfield Downtown.

Building height: The CDBD zoning allows for up to 5-story buildings or a total building height of 50 feet, whichever is less. In practice, with modern construction techniques and the desirability of taller ground floor heights to accommodate retail and dining space, this means that buildings will not achieve 5 stories.

Floor Area Ratio (FAR): FAR is a measure of

the gross floor area of a building in comparison to the size of its parcel of land. Currently, the CDBD has a FAR limit of 2. This limits applicants who wish to use the full lot coverage (90% maximum) to 2 stories, rather than the 5 stories currently permitted in the district. This FAR limitation is inconsistent with the goal to increase residential and commercial activity in the Downtown.

Parking requirements: The Downtown station area has the strongest walkable character of any area of Fairfield, with shopping, dining, community uses, schools, and workplaces all located in the area. It also has the same level of train service as the Fairfield Metro station and on-street parking is regulated. Yet the area is subject to the same parking standards as less walkable and transit-accessible areas.

Parking and open space design: There are several areas where the Town currently does not have standards to protect and promote an active pedestrian environment. This includes a lack of standards for landscape buffers around parking lots, green stormwater management strategies, and standards for active ground floor uses along parking structures.

Fairfield Metro TOD Station Standards

The Fairfield TOD Study identified the following regulatory issues that create barriers to the construction of more transit-oriented residential units.

TOD Park Overlay District: This overlay district currently only applies to parcels at least 35,000 sf in size within the Commerce Drive Area Designed District (CDAD). The CDAD and TOD Park overlays together incorporate important changes from the base zoning to encourage transit-oriented development, including reducing parking requirements, allowing taller buildings, and ensuring pedestrian-friendly uses and architectural standards. However, the way the standards are drawn limits the ability of the Town to encourage smaller-scale infill that promotes walkable development near the Fairfield Metro Station.

Density requirements: Fairfield has a density cap for residential development within the TOD Park overlay of 50 bedrooms per acre. This density cap is lower than the number of units that could feasibly be provided within the floor area and building envelope allowed under current regulations. Because developers typically aim to develop as much revenue-producing floor area as they are entitled to under regulations, a project developer will likely increase the size of units to fill the allowable floor area. This strategy encourages excessively large units, which are expensive and serve only a segment of the market for TOD housing.

Inclusionary zoning requirements: The TOD market study found that the Town could reasonably increase the minimum share of inclusionary units to at least 12% without discouraging housing production.

Residential square footage requirements: The TOD Park overlay limits residential use to a maximum of 70% of the gross floor area of a development. The balance of 30% or more of the floor area within a development must be occupied by other permitted commercial uses such as office, retail, and dining. This requirement is overly restrictive of residential development and may not align with market conditions in a Post-COVID era.

Community Input

Fairfielders understand the importance of maintaining and encouraging strong neighborhoods and communities. Among respondents to the virtual works, nearly 1 in 2 identified “Housing or Neighborhood Quality” as one of Fairfield’s strengths. However, it was also identified by people as the top weakness and greatest opportunity for improvement. Zoning was also identified as the second most important opportunity for improvement.

A careful reading of the reasons participants gave for their answers shows that these answers are not contradictory. Instead, they come from an important acknowledgment that there is a tension in Fairfield between the desire to provide more housing diversity and affordability, while also being worried about the impact of new development on community character.

While there is divergence around these two issues, there were several themes that emerged that were shared by many participants in the various engagement efforts:

Open space access: To the greatest extent possible, the Town should maintain and encourage neighborhood access to parks, beaches, and open spaces.

Architectural quality and continuity: New development should generally fit into the existing community in terms of architectural quality and character.

Walkability: The Town should encourage and support residential development that allows people to walk to access amenities, work, and recreational opportunities. The Town should pursue funding to retrofit pedestrian infrastructure where deficient or needed.

“ participant quote

Change the zoning laws to protect our neighborhoods from over development.

“ participant quote

The town should have a plan to find areas throughout town (not just in a few neighborhoods) for affordable housing and work with developers and others to create this housing. Small and mid-sized affordable housing that blends with the neighborhoods in town will benefit those who buy or rent that housing, by integrating them more into the life of the town, and the neighbors, who will not be confronted with mammoth apartment complexes.

“ participant quote

Fix the zoning regulations to stop building apartment buildings all over the place.

“ participant quote

Now that we have so many people paying attention to the concept of affordable housing due to the recent proposals, we have an opportunity to engage more members of the community to come up with creative solutions to the challenge.”

“ participant quote

Rethinking zoning rules around density issue so that we can create more sustainable housing in an affordable manner.

“ participant quote

We need more diversity with the types of housing stock so that we can attract and retain younger people with fresh ideas and energy”

A Community That Is Home To All Recommendations

Strategy A: Maintain historic districts and legacy neighborhoods.

1. Maintain the current zoning standards for Residence AAA, AA, A, R-3, and R-2 districts.
2. Continue to support efforts to preserve and protect historic districts.

Strategy B: Diversify housing options in strategic locations.

1. In the Center Designed Business District and the Designed Commercial District, eliminate the requirement that residential uses may not exceed 50% of a buildings floor area. Applicants should still be required to provide ground floor commercial space.
2. In the Center Designed Business District and the Designed Commercial District, permit ground floor residential for secondary rear buildings for campus-like projects. Require that all buildings located on a public right-of-way have ground floor commercial facing primary street frontages that meet the design standards of the zone.

3. Expand the Center Design Business District to the west along Route 1 / Post Road as illustrated in Figure 20. This will expand opportunities for new mixed use construction with design standards, and support a more walkable environment along the Post Road.
4. Increase the type of permitted housing options in close proximity to downtown and the Fairfield Station by rezoning the area identified in Figure 21 on page 38 from A to B.
5. Increase the type of permitted housing options in close proximity to Fairfield Metro by rezoning the area identified in Figure 22 on page 38 from B to C.
6. Undertake a study to identify missing middle housing types and where they might be permitted. Based on that study, explore permitting additional residential density in select areas and regulating it through appropriate design standards.
7. Allow for DRD overlay for outdated office to 100% residential conversion in the NDD zone.

Figure 20. Expansion of Center Design Business District

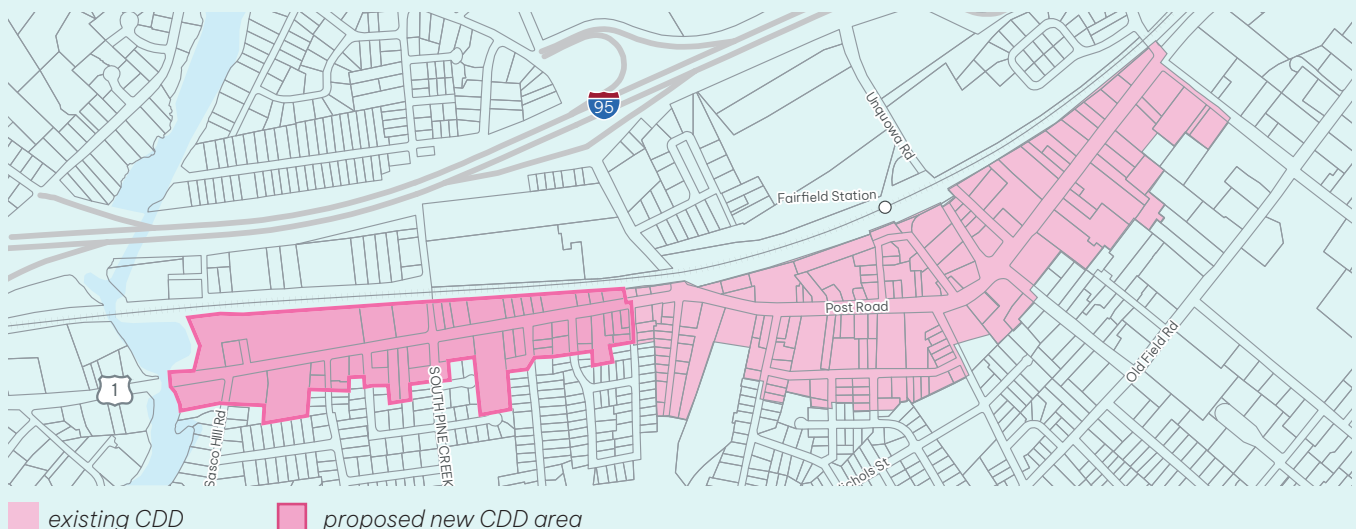


Figure 21. Rezoning from A to B



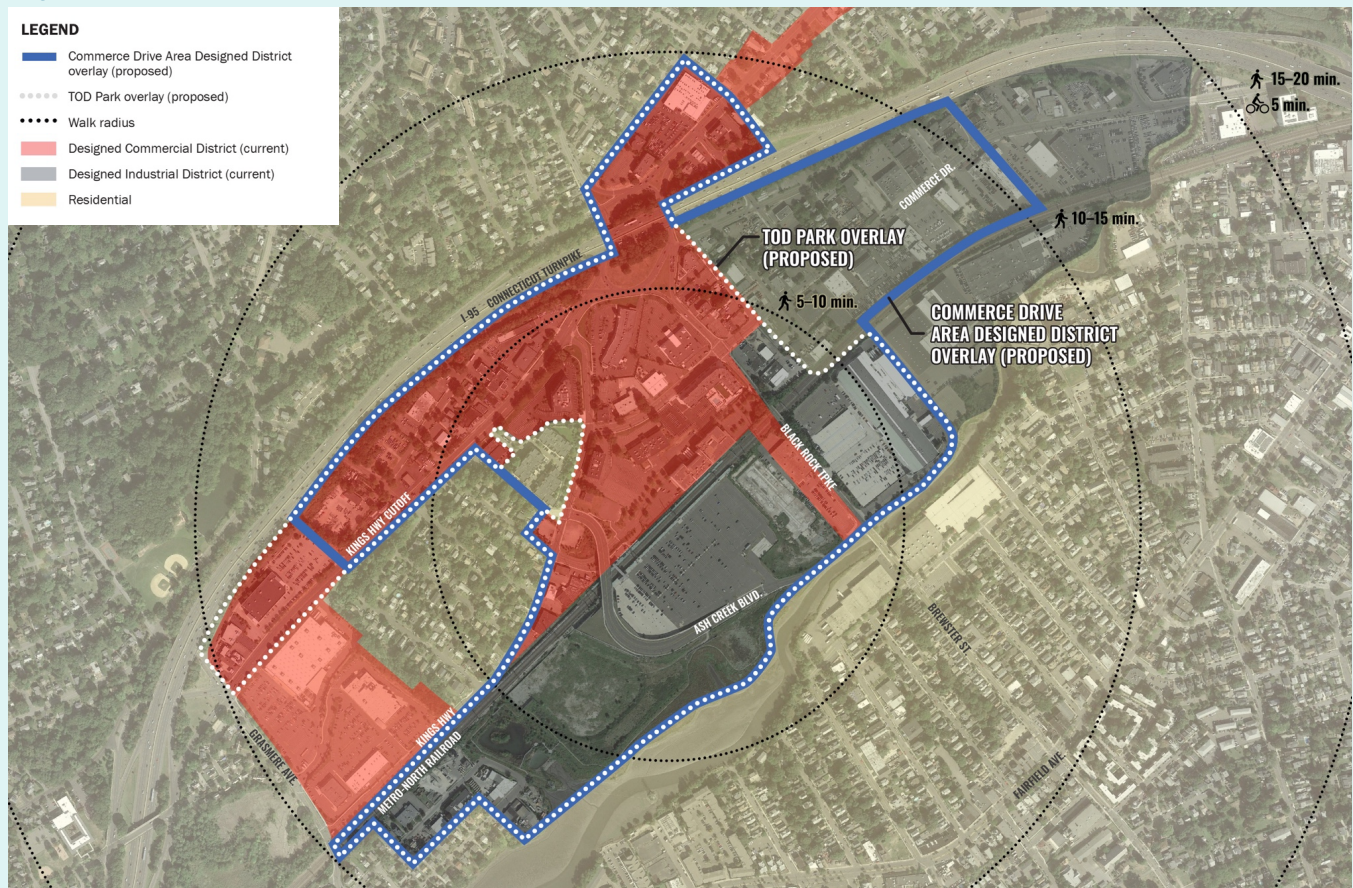
Figure 22. Rezoning from B to C



Strategy C: Promote housing near transit facilities by adopting the recommendations of the Fairfield Transit Oriented Development Study.

1. Establish a maximum height in the CDBD of 4 stories but increase the overall allowable height to 52 feet to permit high-value spaces while maintaining the overall appearance of building massing and height to a limit that closely matches the existing context. The Town should also consider a minimum height of 15 feet for the ground floor story to ensure that buildings are designed to best serve retail and dining uses as envisioned.
2. In the CDBD, increase the FAR limit to 3 to enable development of buildings in the 3- to 4-story range. This scale is fully consistent with existing building scale and the intent of the current zoning.
3. Redraw the Park TOD overlay to align with the boundary suggested in the TOD Study, as illustrated in Figure 23 on page 39.
4. Reduce the minimum lot size for the TOD Park overlay and its subsequent regulations from 35,000 square feet to 10,000 square feet would match the minimum lot size of the CDAD overlay, providing for consistency in development across all station-area parcels.
5. Adjust the height requirement in the TOD Park overlay in the following ways to balance a desire to create higher floor-to-floor heights while limiting the overall scale of buildings:
 - Establish a height limit of no more than five stories.
 - Establish a ground floor height of at least 15 feet in order to promote high-value

Figure 23. TOD Park Proposed Overlay



retail, dining, entertainment, and even office

- Establish a maximum height of 70 feet across the overlay.
- Adjust the minimum inclusionary zoning requirement to 12%.
 - Promote a higher standard of accessible development in the Park TOD area by requiring 5% fully accessible units and 15% Type A adaptable units in projects with over 20 units.
 - Implement the urban design and building scale recommendations from the Fairfield TOD plan, including:

- Increase 70% maximum residential floor area requirement or eliminate the requirement and require ground floor commercial uses.
 - Require retail and dining to be located at corners of prominent intersections and areas with high levels of pedestrian activity, rather than throughout the TOD district.
 - Require 15% usable open space for all projects that include residential units in the Park TOD area.
- Evaluate consolidating Fairfield Metro zoning districts into a single district to aid usability and marketability of the area.

Strategy D: Increase the supply of affordable housing.

1. Study increasing the affordability set-aside requirements to 15% in all zoning districts.
2. Review the Design Residence Districts (DRD) to identify the extent to which the following recommendations from the affordable housing plan would produce meaningful increases in affordable housing:
 - Reduce the minimum parcel size requirement for the DRD
 - Increase the maximum density limitation.
 - Require that deed-restricted units be provided.
 - Allowing DRD development by special permit if it were connected to public water and sewer, near arterials or collector roads, or near transit service.
 - Reviewing lot coverage, building coverage, and floor area limitations
3. Explore hybrid form-based zoning as a way of introducing more missing-middle housing typologies that will be more affordable than currently permitted housing options.
4. Consider amending Zoning Regulations to increase the term of the affordable housing set-aside requirements beyond the State minimum of 40 years.

Figure 24. Rezoning to Residence A



Strategy E: Reduce Density in the FEMA Floodway.

1. Change the zoning in area identified in Figure 24 Residence A.

Strategy F: Reduce parking requirements to reduce unnecessary burden on the construction of new residential units.

1. Require two (2) spaces per dwelling unit unless fewer spaces are permitted because of special conditions (e.g., located in a Transit Oriented Design Overlay)
2. The Town should reduce the number of visitor parking spaces to 1/4 space per unit in the Designed Residential District.

Strategy G: Bring residential zoning into conformance with State statutes.

1. The Town should eliminate minimum unit size requirements so as to conform with Statute.

A Sustainably Prosperous Community

Fairfield is a largely built-out community with most of its commercial and industrial properties located along major transportation corridors. More than 40% of the jobs in Fairfield are within two primary sectors: Educational Services (26%) and Health Care and Social Assistance (17%). These “eds and meds” industries provide an important foundation for the Town’s economy, employing people with a wide variety of incomes. Commercial properties make up the next largest segment of employment: approximately 13% of jobs are in the retail trade and 10% are in the accommodation and food services. Combined, these four industries account for about two-thirds of all jobs in the community.

Many Fairfielders strongly connect the quality of the Town with the quality of its residential communities. As such, there is little opportunity or appetite for the Town to grow its economy through the expansion of its commercial and industrial areas. Thus, economic growth will be driven by adaptive reuse and redevelopment.

Background

Tax Base

The importance of expanding the tax base was a key point of the Town’s 2020 “One Town, One Plan” strategic vision document and corresponding 2017 economic development analysis conducted by the Connecticut Economic Resource Center, Inc (CERC).¹ The strategic vision noted the importance of expanding the economy to ensure that Fairfield can continue to provide high-quality services and amenities without unduly burdening residents with higher taxes, which runs the risk of making the Town a less

¹ See *Creating A Strategic Vision For Fairfield, 2017*

attractive place to live and puts strain on lower-income households and those on fixed incomes.

CERC noted that, on average in Connecticut, the residential component of the grand list is approximately 68%, while it makes up 82% of Fairfield’s grand list. As illustrated in Figure 25, this means that the Town of Fairfield has less of its tax revenue generated by land uses (e.g., commercial uses) which tend to have a lower fiscal impact on town finances.

Key Economic Drivers

Eds and Meds

Four in ten jobs in Fairfield are in the Educational Services and Health Care and Social Assistance (HCSA) industries. Fairfield University, Sacred Heart University, and the school district are the major employers that contribute to the Educational Services sector.²

Fairfield’s HCSA sector is diversified with no entity employing more than 10% of the people in the industry. Employment is in a diversity of medical-related settings from doctors’ offices and outpatient medical facilities to nursing homes and assisted care facilities.

² U.S. Census Bureau. LEHD Origin-Destination Employment Statistics (2002–2020) accessed at onthemap.ces.census.gov

Fairfield should expect the healthcare industry to be strong going forward. As detailed in the State’s 2015 Economic Development Strategy:

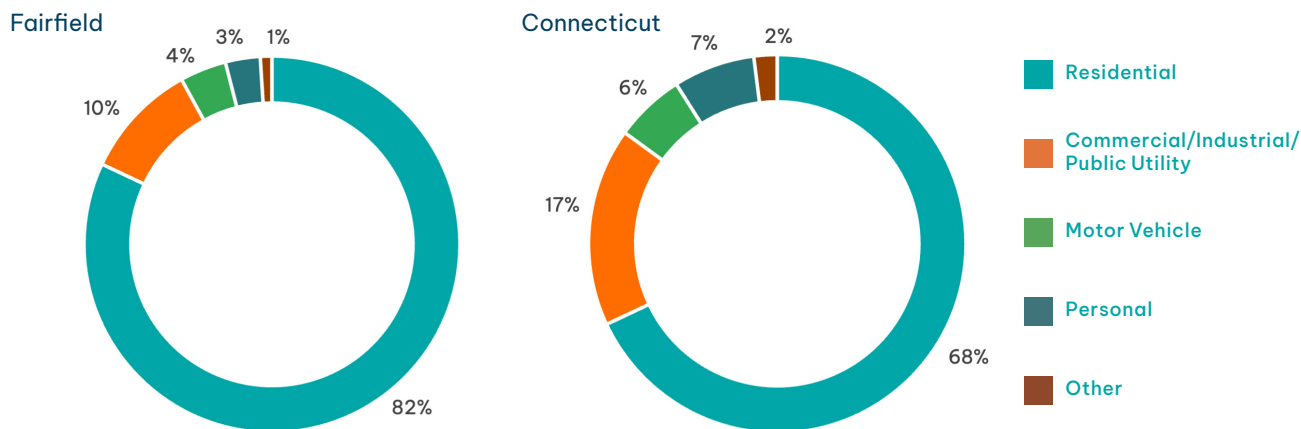
Healthcare promises to be a strong driver of employment the coming decades. Traditional healthcare jobs in healthcare delivery will grow due to the aging of the baby boomers and their need for additional healthcare services. Connecticut also will see growth from its strong position in life sciences (including pharma, medical devices, and genomics) due to the strength of the university research community and the strong array of companies expanding their R&D and manufacturing.

The Town should expect the education sector to remain stable, with little indication that any of the core employers anticipate major growth or declines.

Residents

The Town’s strong residential communities are an important driver of its economy. The Town’s high-quality neighborhoods and communities attract residents who are generally wealthier than residents of the state as a whole. The median household income in Fairfield is approximately \$150,000 compared to \$83,500

Figure 25. Components of Net Equalized Grand List for Fairfield and CT



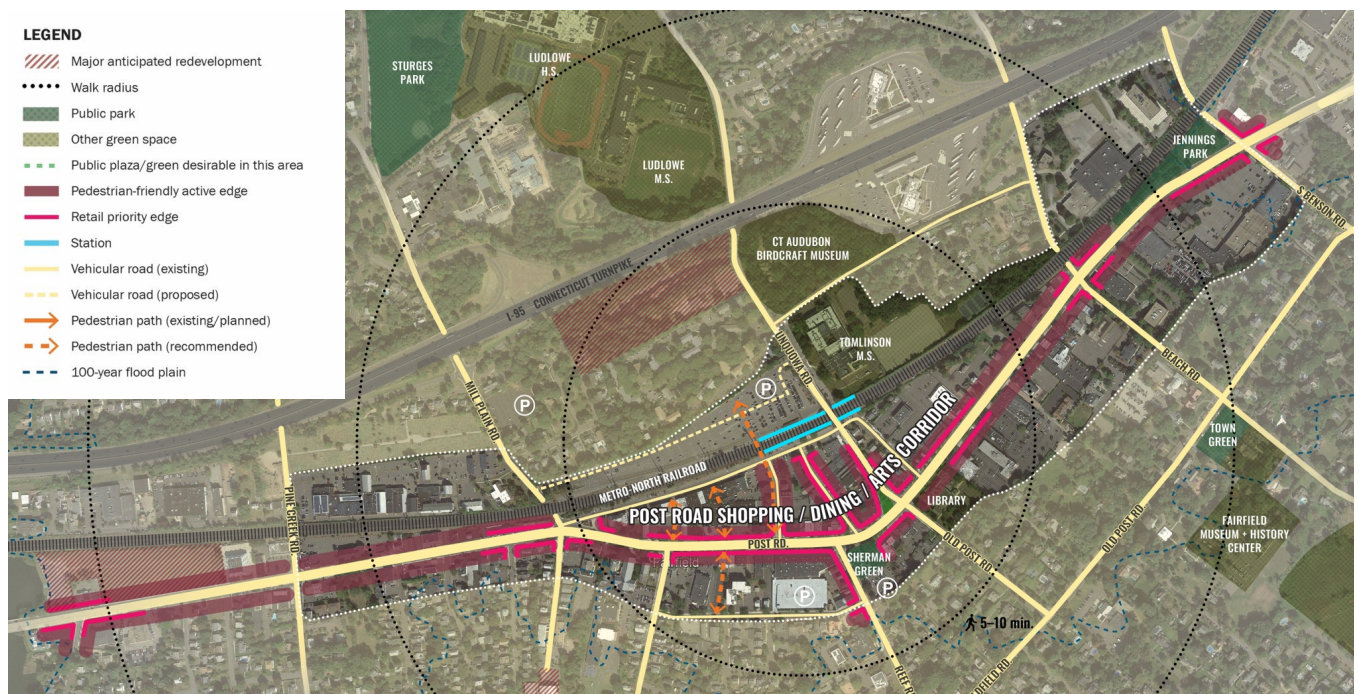
Source: Connecticut Office of Policy and Management Municipal Fiscal Indicators as cited in “Creating a Strategic Vision for Fairfield.” (2017)

LEGEND

- Commerce Drive Area Designed District overlay (proposed)
- TOD Park overlay (proposed)
- Walk radius
- Public park
- Other green space
- Public plaza/green desirable in this area
- Pedestrian-friendly active edge
- Retail priority edge
- Station
- Vehicular road (existing)
- Vehicular road (proposed)
- Pedestrian path (existing/planned)
- Pedestrian path (recommended)
- 100-year flood plain

The map shows the Commerce Drive Area with the proposed designed district overlay in blue. The walk radius is indicated by concentric dashed circles. The map also shows the 100-year flood plain in light blue. Key features include the Ash Creek District, King's Commerce District, and the Ash Creek District. The map includes labels for various streets and landmarks, such as Gould Manor Park, King's Crossing Shopping Center, and the Metro North Railroad. Pedestrian paths are shown in orange, and vehicular roads are shown in yellow. The map also includes a legend for various transportation features, such as the 100-year flood plain, pedestrian paths, and vehicular roads.

Figure 27. Fairfield Downtown station area TOD



A Sustainably Prosperous Community | 43

for the state.³ More than 1 in 3 households in Fairfield make more than \$200,000 a year.⁴ Since Fairfield has a higher concentration of high-income earners, there are more dollars available for local businesses to capture.

An indication of the spending power of Fairfielders (and residents of surrounding communities) is that nearly one-quarter of the jobs in Fairfield are in the retail trade and accommodation and food services industry.⁵

Roadway Infrastructure

The Town's major commercial areas are concentrated along the Post Road and Black Rock Turnpike, both regional transportation corridors. The auto-orientation of these roadways has served a valuable purpose: they connect the areas to the region and expand the Town's market catchment area.

However, as traffic along them has increased, the corridors have become more congested. This auto-orientation of the corridors has made the public realm more fragmented, less attractive with more paving, and more dangerous for pedestrians and cyclists. The result is that many Fairfielders feel that these areas have come to embody a quality that contradicts the quality of the residential communities.

Transit Infrastructure

The Town has significant opportunities to encourage transit-oriented development (TOD), as documented in the 2019 Fairfield Transit-Oriented Development Study. At Fairfield Metro, TOD development could transform the station area into a mixed-use neighborhood.

Walkable multifamily residential and mixed-use development can create a cohesive, distinctive district that enhances the Town's tax base (Figure 23 on page 39). At Fairfield Downtown, small-scale infill development will support the continued vitality of Fairfield's beloved downtown shopping and dining district. The significant market demand for transit-oriented development in Fairfield means that minor revisions to land use and development regulations can unlock significant potential and economic development.

As documented in the 2019 Study, leveraging these opportunities will require the Town to make some regulatory changes, which are discussed in the recommendations section of this element. The Town has also identified the need to establish urban design standards and an investment strategy to ensure that the public realm supports, and is supported by, new investment around Fairfield Metro.

Key Trends

Work from Home

In 2018, before the COVID pandemic, the Census Bureau estimated that approximately 9% of Fairfield workers over the age of 16 worked from home. By 2021, that number had doubled to 18%.⁶ The result is that there are approximately 2,000 more people in Fairfield during a given work day than there were before the pandemic.⁷ As such, there will likely be more demand for supporting commercial uses. (E.g., coffee shops, quick-grab food, office services, etc.) Fairfield will also likely see more households investing in dedicated office spaces.

When asked about the long-term impacts of COVID, participants in the virtual workshop

³ US Census Bureau. *American Community Survey, Five-Year Estimates (2021)*

⁴ US Census Bureau. *American Community Survey, Five-Year Estimates (2021)*

⁵ U.S. Census Bureau. *LEHD Origin-Destination Employment Statistics (2002-2020)* accessed at onthemap.ces.census.gov

⁶ US Census Bureau. *American Community Survey, Five-Year Estimates (2021)*

⁷ Approximately 83% of residents travel outside of Fairfield to go to their primary employment. (U.S. Census Bureau. 2021. *LEHD Origin-Destination Employment Statistics from On the Map*.)

noted that they will be decreasing the amount of commuting. As one said, “Remote work is here to stay for most professionals.”

Multi-Family Housing

Fairfield does not need to only rely on commercial properties to expand its economy and tax base. As previously discussed, Fairfield’s residential population is an important driver of the economy. In addition, there is strong demand for multi-family housing that will expand the market of people who can find a place to live in Fairfield, including recent graduates, newly married couples, young professionals, and downsizing baby boomers. By providing more opportunities for multi-family housing, the Town will expand its consumer base which, in turn, can help drive demand for higher and better uses of its commercial properties.

Multi-family housing can also help Fairfield expand its tax base. Unlike single-family housing, multi-family housing:

- Is denser and therefore requires less infrastructure to support which costs less to maintain on a per-person basis.
- Attracts fewer children and therefore has less of an impact on the school budget.
- Produces higher land values compared to single-family homes and low-density commercial properties and so generates more taxes on a per-square-foot basis than alternative land uses.

Place-Based Retail & Downtowns

Communities across the country have learned that their downtowns and central business districts have unique characteristics that allow them to attract retail and dining options. These communities have emphasized creating multi-modal access and strong streetscapes, providing cultural programming, and encouraging businesses to spill out onto the street (e.g., street cafes and outdoor displays).

To that end, MetroCOG has emphasized the importance of these areas to its regional economic development strategy. They identify Downtown Fairfield, the Metro Center station, and Black Rock Turnpike Commercial District as “Focus Areas”, which are places that are centers of commerce and employment for the surrounding community, and which are ideal locations for transit-oriented development. MetroCOG recommends that towns focus on:

- Placemaking strategies to increase the visual appeal and unique character of the area and support.
- Encouraging the development of multi-family housing that can capitalize on proximity to transit and major employers and support retail and restaurant uses.
- Establishing Downtown partnerships that meet regularly to coordinate investment and work collaboratively to solve problems.

Regulatory Barriers

Residential 50% Standards

The regulations for the Town’s Design Commercial Districts (DCD) restrict residential uses. Section 12.4.18 states:

Residential uses provided it shall not be located on a ground floor and not to exceed more than 50 percent of the total floor area of the building, and not to exceed more than 70 percent of the total floor area of the building, when located within the Commerce Drive Area Designed District, and no building of mixed residential business shall contain more than two stories devoted to residential use.

Similar language is in the Center Designed Business District in Section 12.3.16,

These standards substantially and unnecessarily limit the amount of mixed-use development that can occur in the DCD. As illustrated in Figure 28, there are two configurations that

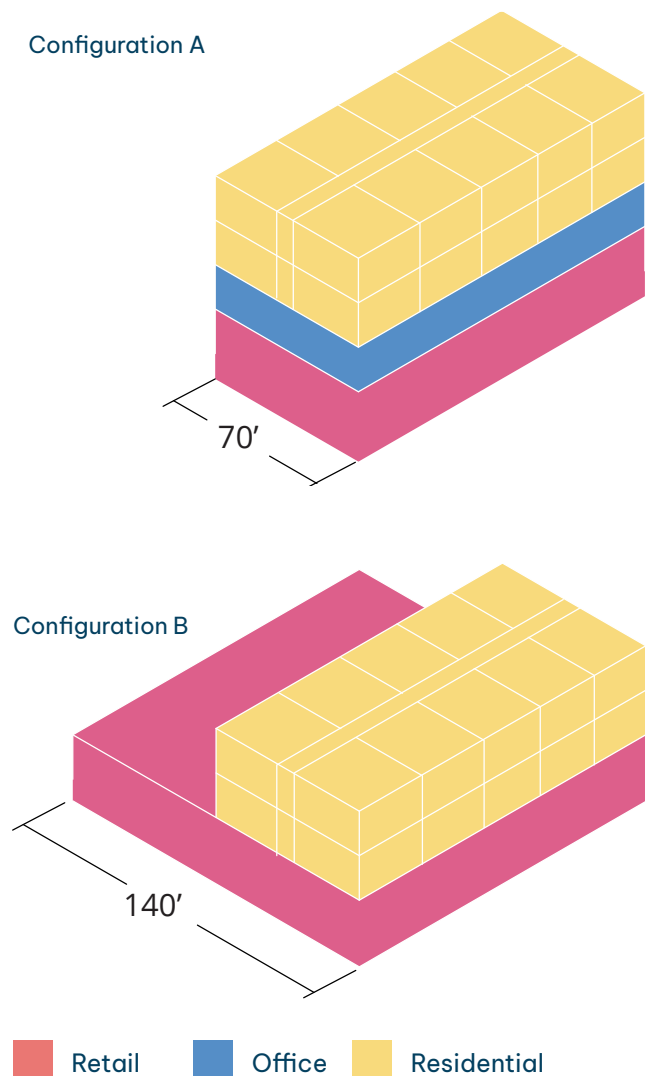
would allow an applicant to maximize the residential square footage to proceed under these standards. In Configuration A, an applicant would be required to provide second-story commercial space to meet the 50% requirement. In many areas, including the Town's commercial districts located along major thoroughfares, this second-story office space would have a low market value and would likely be difficult to rent. Configuration B would require the construction of a very deep building that would not be appropriate for most retailers looking to locate in mixed-use buildings. Although these are not all the potential scenarios, they are representative of the challenges that an applicant would face in meeting the 50% requirement.

As a result of these standards, Fairfield is restricting the ability of property owners to support the Town's economic goals by creating new mixed-use projects that would expand the amount of commercial space, increase the amount of high-quality commercial space, and provide new residential opportunities.

Equalize Parking Requirements

Currently, the Town has higher parking requirements for dining uses as compared to office and retail uses. The result is that it is discouraging investment in this desired growth sector by complicating conversion or re-tenanting of spaces from retail to dining or vice versa and encouraging excessive amounts of off-street parking. The issues were highlighted in the Fairfield TOD Study, but it is also applicable across Town.

Figure 28. Illustration of DCD 50% Floor Area Standards



Community Input

Fairfielders want to see sustainable economic growth that supports a growing population while maintaining Fairfield's charm and small-town feel. Several themes emerged from the community engagement process:

Encourage walkable local businesses:

Fairfielders want to see the Town's local businesses close to residential areas, creating walkable communities.

Encourage unique businesses: Participants in the process noted that they would like to see more unique local businesses that cater to Fairfield's diverse communities.

Revitalized commercial corridors: Participants emphasized the importance of revitalizing core commercial areas, including the Black Rock Turnpike Shopping District. Fairfielders noted the disjointed nature of development in this area and the need to make the area more attractive.

Enhance downtown aesthetics: There was a desire to see the maintenance of Downtown shops improve and the Town to encourage public space improvements. Suggestions for improvements included murals and more trees.

Better access management: Participants would like the Town to encourage better access to the town's commercial areas for all users. This includes better pedestrian and bicycle access. In the Downtown, there was a desire to have better wayfinding, especially for parking. Along Black Rock Turnpike, there was a desire to see better access management.

“ participant quote

Too many empty commercial spaces that appear not well maintained. Find ways to incentive commercial building owners to lease space to community members and small businesses.

“ participant quote

More affordable, centrally located smaller commercial space to be created for service-oriented or boutique retail businesses. Not big box stores.

“ participant quote

Our neighborhoods need small mixed use opportunities so that we can have coffee shops, little general stores, and other services we can walk to or bike to.

“ participant quote

There are not a lot of stores that appeal to my demographic. And some buildings go many months, some years, before new tenants move in. I wish Fairfield could inspire more businesses to open shop anywhere else other than on the Post Road at an affordable rent.

“ participant quote

Provide targeted tax incentives for downtown/ Black Rock/ neighborhood shopping areas, to promote: efficient auto, bike and foot traffic flow; parking; connectivity; and good design.

A Sustainably Prosperous Community Recommendations

Strategy A: Promote redevelopment in strategic locations that will strengthen the economy and grow the local tax base.

1. Promote transit-oriented development by implementing the recommendations for Fairfield Metro and Downtown that are identified in A Community that is Home to All. (See *Promote housing near transit facilities by adopting the recommendations of the Fairfield Transit Oriented Development Study. on page 38*)
 2. Extend the Center Design Business District west to include the former Exide Battery site to encourage redevelopment of that property.
 3. Explore a home-professional office overlay for Black Rock Turnpike and Tunxis Hill Cut-off that would permit owner-occupied housing to include appointment-based professional businesses such as lawyer, therapist, psychiatrist, and accountants to be located on the ground floor.
 4. Encourage the redevelopment of bus depot on Easton Turnpike near the former general electric site (now Sacred Heart University).
 5. Explore the possibility of leveraging brownfield funding to support redevelopment along Kings Highway.
- Eliminate the 50% maximum residential floor area requirement.
 - Permit ground-floor residential in the DCD and CDBD on the condition that it is not within 50 feet of the front or side setback and that an equal amount of commercial space separates the right-of-way from the residential uses.
 - In all other instances, require that the ground floor be occupied by a commercial space or any of the other non-residential permitted uses in the district.
2. Reexamine the permitted uses in the Design Commercial District (DCD) and the Center Design Business District (CDBD) to modernize the list of permitted uses and make the code easier to use.
 3. Explore amending the parking requirements for all retail uses, including restaurants, to 4 parking space for every 1,000 square feet and office parking to 3 spaces for every 1,000 square feet.
 4. Explore expanded shared parking opportunities to reduce the amount of land dedicated to surface parking.

Strategy B: Encourage development in existing commercial districts.

1. In the Design Commercial District (DCD) and the Center Designed Business District (CDBD):

An Interconnected Community

The Town of Fairfield has a well-developed transportation network that provides various options for residents and visitors to move around the area. However, more improvements can be made to better accommodate bike and pedestrian infrastructure

Road Network: A defining feature of Fairfield is its major highways which make it easily accessible by car. Interstate 95 (I-95), which runs along the eastern coast of the United States, passes through the town. I-95 runs east-west locally, a convenient connection within town. Additionally, the Merritt Parkway (Route 15) is another major highway that passes through Fairfield, offering an alternative route for commuting and travel. In addition, Route 1 bisects the community and is home to most of the Town's major commercial development.

Public Transportation: The town is served by public transportation systems, primarily operated by the Greater Bridgeport Transit Authority (GBT). GBT operates several bus routes within Fairfield and connects the town to other neighboring cities and towns. These buses provide transportation options for commuting to work, schools, shopping centers, and other destinations within the area.

Train Service: Fairfield is also well-connected by train service, with the Metro-North Railroad providing convenient access to New York City and other parts of Connecticut. The Fairfield Metro, Fairfield Center, and Southport all located in the town, offer commuter rail services

on the New Haven Line. This allows residents to easily travel to and from various locations in Fairfield County and beyond.

Bicycle and Pedestrian Infrastructure: Over the past 10 years, Fairfield has made efforts to create a safer and more enjoyable walking and bicycling network. The town has implemented bike lanes, multi-use trails, and sidewalks. Additionally, there are bike-sharing programs available in some locations, encouraging eco-friendly transportation options.

Airports: While Fairfield does not have an airport, it is conveniently located near several airports. Bradley International Airport (BDL), Laganardia, John F. Kennedy International Airport, and Newark Airports are all within a two-hour drive.

Background

Commuting Patterns

Only 2.4% of households in Fairfield do not have access to a vehicle, which makes driving one of the primary ways people move through Town. Nonetheless, only 61% of Fairfielders drove to work in 2019. This is a substantial decline in the share of people who did so from 2009, when 76% of residents did so. This change is the direct result of a large increase in the number of Fairfielders who reported working from home in 2019 (18%). In 2009, only 7.5% of residents did so.

Most commuters traveled outside of town to go to work (82%). Just over 1/3 of all workers travel to the five metropolitan areas identified in Figure 29. This is consistent with historic development patterns which include most major transportation infrastructure running north-south along I-95 and passenger rail corridors going in and out of New York City.

Safety

Figure 30 illustrates the location of crashes in the Town as well as traffic fatalities. Figure 31 highlights pedestrian and bicycle crashes specifically. These maps illustrate something that is well known in Fairfield: that the state and federal highways experience the most crashes in Fairfield. The maps point to several areas of concern:

Black Rock Turnpike Shopping Center: The commercial area is home to mostly auto-oriented commercial businesses that have evolved through a patchwork of developments. The result is a sometimes-chaotic environment that is difficult to navigate. The space is particularly dangerous for pedestrians because of the numerous curb cuts, long crosswalks, and narrow sidewalks. The lack of any bicycle infrastructure makes the area largely inaccessible to those users. The Black Rock Turnpike Safety Study seeks to improve these

Figure 29. Commuting to Work

Household Size	2010
Drove Alone	61%
Carpooled	4%
Public Transportation	12%
Walked	3%
Other	2%
Worked from Home	18%

US Census Bureau – American Community Survey, 5-Year Estimates (2017 – 2021)

Figure 30. Destination of Commuters

Destination	Share of Workers
Stamford, CT	10.6%
New York City, NY	7.5%
Norwalk, CT	7.2%
Bridgeport, CT	6.1%
New Haven, CT	4.0%

U.S. Census Bureau. LEHD Origin-Destination Employment Statistics (2002–2020) accessed at onthermap.ces.census.gov

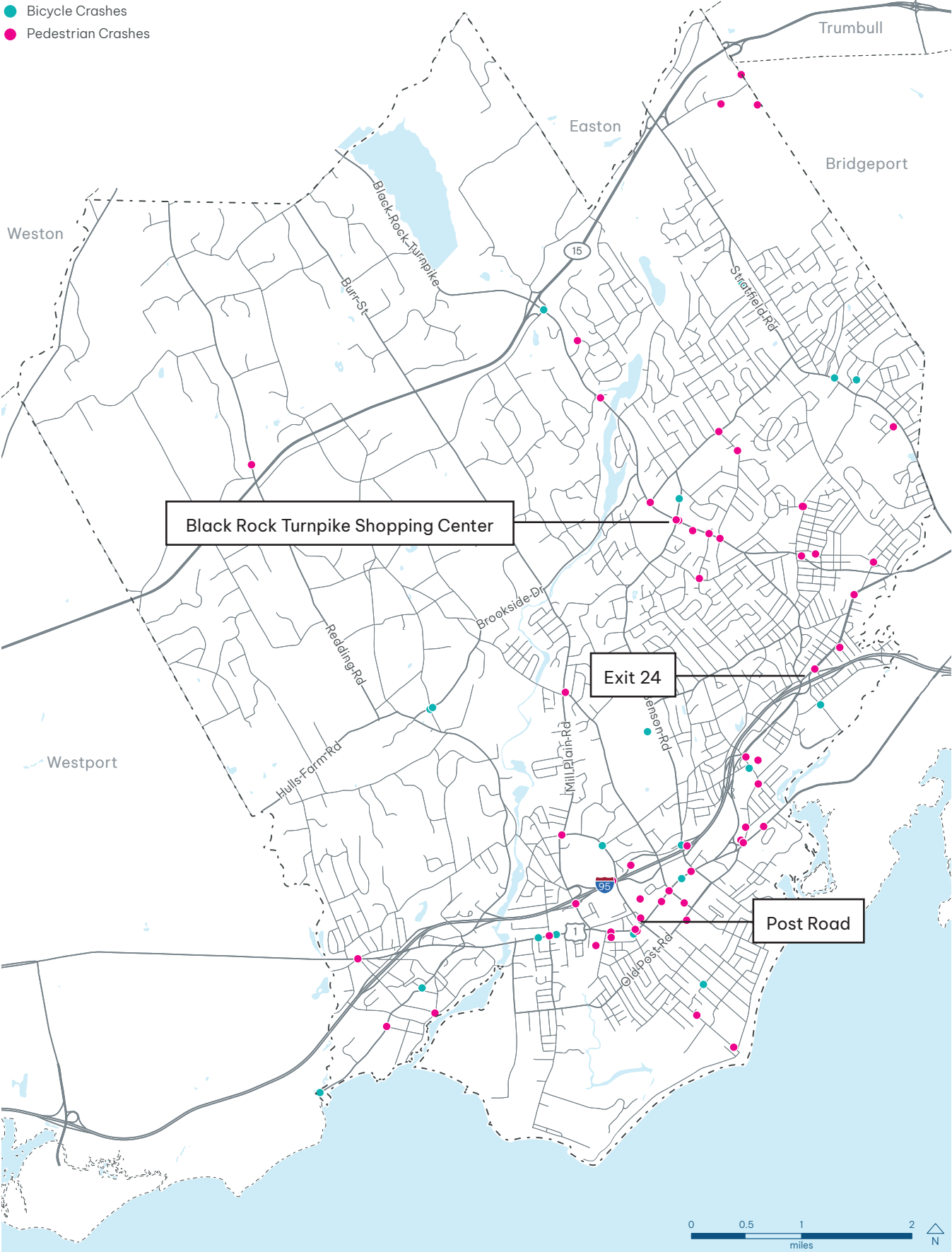
conditions as well as opportunities to pursue funding to implement projects.

Exit 24: The exit off I-95 that intersects with Route 1 is the location of a considerable number of crashes in Town. This area is home to a major traffic circle that goes under the interstate and includes seven feeder roads. The result is an environment that can be difficult to understand and navigate. Moreover, there are a limited number of sidewalks and few crosswalks. The result is that this major intersection is not a safe or convenient place for pedestrians and serves

Figure 31. Crashes and Fatalities



Figure 32. Bicycle and Pedestrian Crashes



as a major pedestrian barrier between the north and south sides of town.

Post Road: The Post Road around the Downtown is home to a large number of crashes, especially pedestrian-involved crashes. This area is home to some of the Town's most walkable businesses and is increasingly the focus of housing development that is looking to take advantage of the train station and proximity of amenities within walking distance. A major issue in this area is that drivers frequently use it to bypass traffic on the interstate. The Post Road Circle Study, conducted by MetroCOG, seeks to determine improvements to address vehicular safety, bicycle/pedestrian safety, and congestion. Both near- and long-term strategies, at various funding levels, will need to be identified and funding should be sought to implement projects from Study findings. The following areas were identified by participants as particularly problematic:

- Mill Plain Road – Five-leg intersection.
- Unquowa Pl, Sanford St, Miller St, Carter Henry Dr.
- Sanford Pl / Reef Road offset intersection.
- Unquowa Place.

Bicycle Network

Figure 33 illustrates the proposed bicycle network that was developed as part of the 2013 Bicycle and Pedestrian Master Plan. The plan identified both North-South Bicycle Routes via:

- Route 136 (Westport Road), Sturges Highway, Hulls Farm Road, and Bronson Road.
- Hillside Road, Old Academy Road, Greenfield Hill Road, Duck Farm Road, Mill Plain Road, and South Pine Creek.
- Redding Road, Bronson Road, and Pequot Avenue.
- Black Rock Turnpike, Tahmore Drive, Burroughs Road, High Street, Holland Hill Road, and Barlow Road.

- Route 59 (Stratfield Road), Brooklawn Avenue, Briarwood Avenue, Dewey Street,
- Commerce Drive, Kings Highway East.
- Park Avenue from Jefferson Street to Seaside Park.

East-West Bicycle Routes Via:

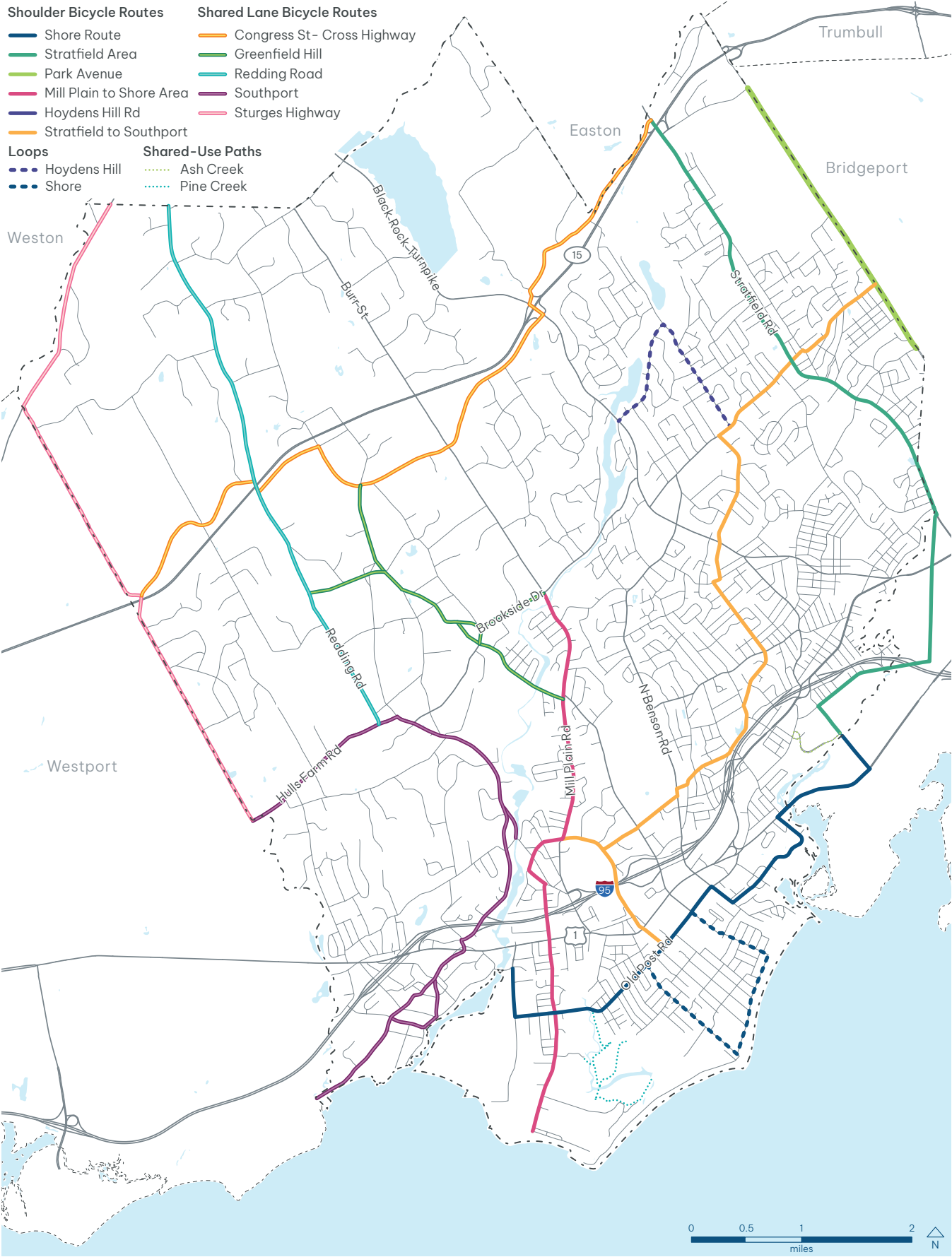
- Jefferson Street, Congress Street, and Cross Highway.
- Wilson Street, Fairfield Woods Road, Burroughs Road, High Street, Holland Hill Road, and Barlow Road.
- From the Fairfield Metro Center via the Post Road, Riverside Drive, South Benson Road,
- Old Post Road, Old Field Road, Sasco Hill Road, Harbor Road, Westway Road, and Pequot
- Avenue (also part of the East Coast Greenway).

Complete Streets Policy

In 2018, the Town adopted a complete streets policy. The policy states that the Town will provide safe and welcoming roadways to all people regardless of age, income, ability, or mode of transportation. It notes that a transportation policy for the town must provide an integrated and balanced transportation network that accommodates all modes: pedestrians, bicyclists, motorists, transit riders, commercial vehicles, and freight.

Many communities across the country and state have started to advance beyond policies to the adoption of complete streets ordinances and design guides. These ordinances codify the specific roadway geometry throughout town, making clear how the network will accommodate all users. In addition, they often include specific guidance for how different street elements – such as traffic calming devices, bike infrastructure, and pedestrian enhancements – should be included in future roadway designs.

Figure 33. Bicycle Network



Community Input

Participants identified improving traffic conditions, parking, and pedestrian and bike infrastructure as some of the top issues that need to be enhanced in Fairfield. In particular, respondents rated traffic and parking as the top area that could be transformed in Fairfield. The following key issues were identified:

Congestion: Fairfielders noted that is difficult and slow to get around Fairfield's hotspots, especially during rush hour. There was a desire to see more traffic management and continued efforts to shift users to more active modes of transportation or public transit that can reduce cars on the street and foster a safer environment for all modes.

Safe Streets: Respondents cited dangerous road conditions for all users due to insufficient or poor infrastructure. Fairfielders were particularly concerned about the condition of roadways for pedestrians and bicyclists, noting that the roadways are primarily designed to support vehicle travel.

Underpasses: Participants noted that walking under the railroad tracks and I-95 is problematic and that it was unreasonable to ask people to use those connections. They are dirty, dark, and feel like you are at risk of being hit by a car. In total, these areas create a very large barrier in town.

Connectivity through open space: There was a desire for the town to combine efforts to expand open space with efforts to build trails, greenways, and bike paths. This could not only improve connectivity and help support healthy lifestyles.

Continuous pedestrian network: Participants expressed a desire for the Town to prioritize new sidewalks to establish a continuous east-west connection along Route 1 and a continuous north-south connection up to Black Rock Turnpike. Many people felt the current sidewalk expansion is piecemeal with no sense of priority.

Residents expressed a need for a sidewalk expansion priority list.

Better access management: Participants would like the Town to encourage better access to the town's commercial areas for all users. This includes better pedestrian and bicycle access. In the Downtown, there was a desire to have better wayfinding, especially for parking. Along Black Rock Turnpike, there was a desire to see better access management.

“ participant quote

Our death-by-design roads. Outside of certain streets in my neighborhood, I feel unsafe walking and biking in Fairfield. Families who won't allow their children to walk or bike on their own streets for fear that they will be hit by speeding cars.

“ participant quote

The vast majority of streets prioritize the swift throughput of private motor vehicles above other modes such as walking, biking, rolling, & public transit. To date, we have 0 protected/separated bike lanes, 0 gradual elevated crosswalks, no speed humps.

“ participant quote

There are several neighborhoods where traffic dangerously speeds through during rush hour to avoid Post Road traffic.

“ participant quote

Narrowing of streets to reduce car speeds and accommodate space for protected bike lines, sidewalks, and trees. The ideal road is one with two lanes able to accommodate vehicles snugly, patches of parking alternating with plantings, and beyond that a bike lane and sidewalk. Something like this would make it much easier, safer, and more desirable to get around in any mode of transport. Places with very wide streets or intersections can even have space reclaimed to miniature parks/community space.

An Interconnected Community Recommendations

Strategy A: Build a transportation network that supports the needs of all users.

1. Continue to advance the recommendations of the Bicycle and Pedestrian Plan Master Plan.
2. Identify new safety standards, such as corner visibility standards, that can be added to regulations that will advance complete streets.
3. Develop a complete streets ordinance and design guide.
4. Coordinate passive biking and walking opportunities with greenway identification.

Strategy B: Address critical roadways and intersections.

1. Pursue funding to undertake a placemaking, traffic, and safety study along Post Road (Route 1) from Sasco Hill and North/South Benson Road that will identify opportunities to make the Downtown a safer and more attractive corridor where traffic is able to maintain a consistent slow-moving flow. Include within this study an examination of the potential for a road diet along portions of Route 1.
2. Pursue funding for the implementation of a Black Rock Turnpike traffic safety study and access management strategy.

3. Pursue funding for Post Road safety study.
4. Pursue funding for traffic calming and urban streetscape improvements for the Metro Station area and Ash Creek Boulevard.
5. Pursue funding for sidewalk connectivity study.

Strategy C: Address student parking.

1. The Town should coordinate with Fairfield University and Sacred Heart University to develop a student mobility and parking study to identify ways to reduce the demand for off-campus parking.

A Community where People Come Together

Fairfielders are proud of their community and of the variety of opportunities that they have to come together as a community. The following summarizes some of the major community facilities in town.

Libraries: Fairfield has multiple public libraries that provide resources, programs, and services to the community. The main library is the Fairfield Public Library, located on Old Post Road, offering a vast collection of books, multimedia materials, and digital resources. In addition to the main library, there are branch libraries, such as the Fairfield Woods Branch Library, and a private library known as the Pequot Library. These facilities offer additional resources and programming options to the community.

Parks and Recreation: The Town of Fairfield maintains several parks and recreational facilities for residents to enjoy outdoor activities. Some notable parks include Jennings Beach, Penfield Beach, Lake Mohegan, and Gould Manor Park. These parks offer amenities such as picnic areas, sports fields, walking trails, playgrounds, and beach access.

Community Centers: Fairfield has community centers that provide spaces for recreational and social activities. The Fairfield Senior Center caters to the needs and interests of older adults, offering programs, classes, and social events. The Fairfield Woods Branch Library also serves as a community center, hosting various events and programs for residents of all ages.

Schools and Educational Facilities: Fairfield is home to several public and private schools, including elementary, middle, and high schools. The Fairfield Public School District operates several schools within the town, providing education to students from pre-kindergarten through twelfth grade. In total there are sixteen schools that cater to the Town's students. Comprehensive facility planning is completed by the Fairfield Public School District. In addition to schools, Fairfield is also home to Fairfield University, a private Jesuit university, and Sacred Heart University.

Cultural and Performing Arts Centers: Fairfield offers cultural and performing arts facilities that contribute to the town's vibrant arts scene. The Fairfield Museum and History Center showcases exhibits on local history and hosts educational programs and events. The Quick Center for the Arts, located at Fairfield University, presents a variety of performances, including theater, music, dance, and visual arts. The Fairfield Theatre Company offers live music, comedy, and community theater at two concert venues in Town. Sacred Heart University has both the Community Theatre and Edgerton Center for the Performing Arts, providing venues for various arts and culture events in Fairfield.

Background

In 2022, the Town completed the Fairfield Parks and Recreation Master Plan Report. That plan was developed in close coordination with community members and stakeholders and included recommendations on how to:

- Build new athletic fields and improve existing ones.
- Repair and update playgrounds.
- Enhance parking, ADA access, and pathways in parks.
- Explore green infrastructure in parks.
- Explore opportunities for indoor gym and pool space.
- Enhance bicycle facilities in parks.
- Continue to pursue the acquisition of the Turner Reserve site for recreation.

Community Input

Generally, participants love Fairfield's community facilities and would like the Town to continue to invest in their improvement. The following themes emerged during the engagement process.

Accommodation for all ages: Participants in the process expressed a desire to see that there are places for older kids and teenagers to spend time. This included a suggestion that the Town add lights to playgrounds so older kids can hang out in the evenings. It was also noted that play areas and playgrounds are designed for very young kids and that there is a need for them to be stimulating for older kids too.

Diversity of spaces: There was a sense that Fairfield already has great playgrounds, and that the Town needs to prioritize other community spaces.

Vibrant gathering spaces: Participants expressed the desire to see the Town re-imagine the streetscape and public spaces to make them places where people can come together and strengthen community bonds.

“ participant quote

Community centers with activities for all ages, access to swimming and aquatic facilities, educational opportunities for seniors.

“ participant quote

Easier/safer crossings and more gathering places for tweens and teens to go with friends.

“ participant quote

More creative outdoor parks, activities for young families. More activities for the 30-40 something.

A Community Where People Come Together

Recommendations

Strategy A: Advance the recommendations of the Parks and Open Space Master Plan.

1. Build new athletic fields and improve existing ones.
 2. Repair and update playgrounds.
 3. Enhance parking, ADA access, and pathways in parks.
 4. Explore green infrastructure in parks.
 5. Explore opportunities for indoor gym and pool space.
 6. Enhance bicycle facilities in parks.
 7. Continue to pursue acquisition of the Turner Reserve site for recreation.
 8. Identify new safety standards, such as corner visibility standards, that can be added to regulations that will advance complete streets.
2. Undertake placemaking plans for downtown the Post Road downtown and in the Metro Center that would specifically focus on how private and public investments could create a more attractive and comfortable pedestrian realm.

Strategy B: Integrate placemaking in roadway projects.

1. When undertaking its Complete Streets efforts, integrate design standards that would promote placemaking. This may include creating street tree standards, identifying the type and intensity of street furniture (e.g., benches, trash cans, pedestrian lighting, etc), and providing direction on how art can be integrated into public infrastructure (e.g., murals).

Future Land Use

The following summarizes the purpose and intent of the area identified in Figure 34. In addition, Figure 35 on page 62 illustrates the Town's major connectors. These connectors are relevant to the Designed Residence District Regulations as well as requirement for assisted living facilities, among other zoning regulations.

District	Intent
Residence Districts	The Town has six residence districts that are intended to provide Fairfielders a variety of housing options in communities that are largely separate from the Town's commercial areas, although they may abut those areas. These areas may also accommodate home occupations, public facilities, parks, homes for the aged, accessory apartments, schools, and other land uses customarily associated with residential districts.
Design Residence Districts	This District overlay should provide for flexibility in site design and housing construction which will provide a variety of housing opportunities including the encouragement of elderly and affordable housing.
Beach District	The purpose of the Beach District Regulations is to promote shorefront residential land uses that does not adversely impact the coastal resources and preserves and protects the quality of life that has developed. These regulations provide a basis for administering the goals and objectives of the Connecticut Coastal Management Act. These regulations prohibit degradation and encroachment on the shorefront in order to ensure that the beneficial characteristics inherent to the shorefront remain intact.
Design Business Districts	The Town's three Designed Business Districts provide a mix of commercial and residential development opportunities at different scales, based on their proximity to residential neighborhoods, availability of transportation infrastructure, and parcel sizes.
Industrial District	The Town's industrial district is intended to provide opportunities for the development and continuation of low-impact industrial activities and higher impact commercial activities.
Research District	The Town's research district is intended to provide opportunities for laboratories, engineering laboratories, and other commercial and experimental basic research and testing as well as offices for businesses and professional establishments.
Flood Plain District	In the establishment of this Flood Plain District it is recognized that there are areas of the Town that are, or are surrounded by areas which are, subject to frequent, occasional or periodic flooding. The intent is to strictly limit the use of land, buildings and other structures for human habitation on the construction of buildings and other structures and on filling and excavation of land are necessary for protection of the public health and safety and for protection of property values.

Figure 34. Existing Land Use Map

The future land use map is built upon the Town's existing zoning map with modification as proposed in other sections of this POCD.

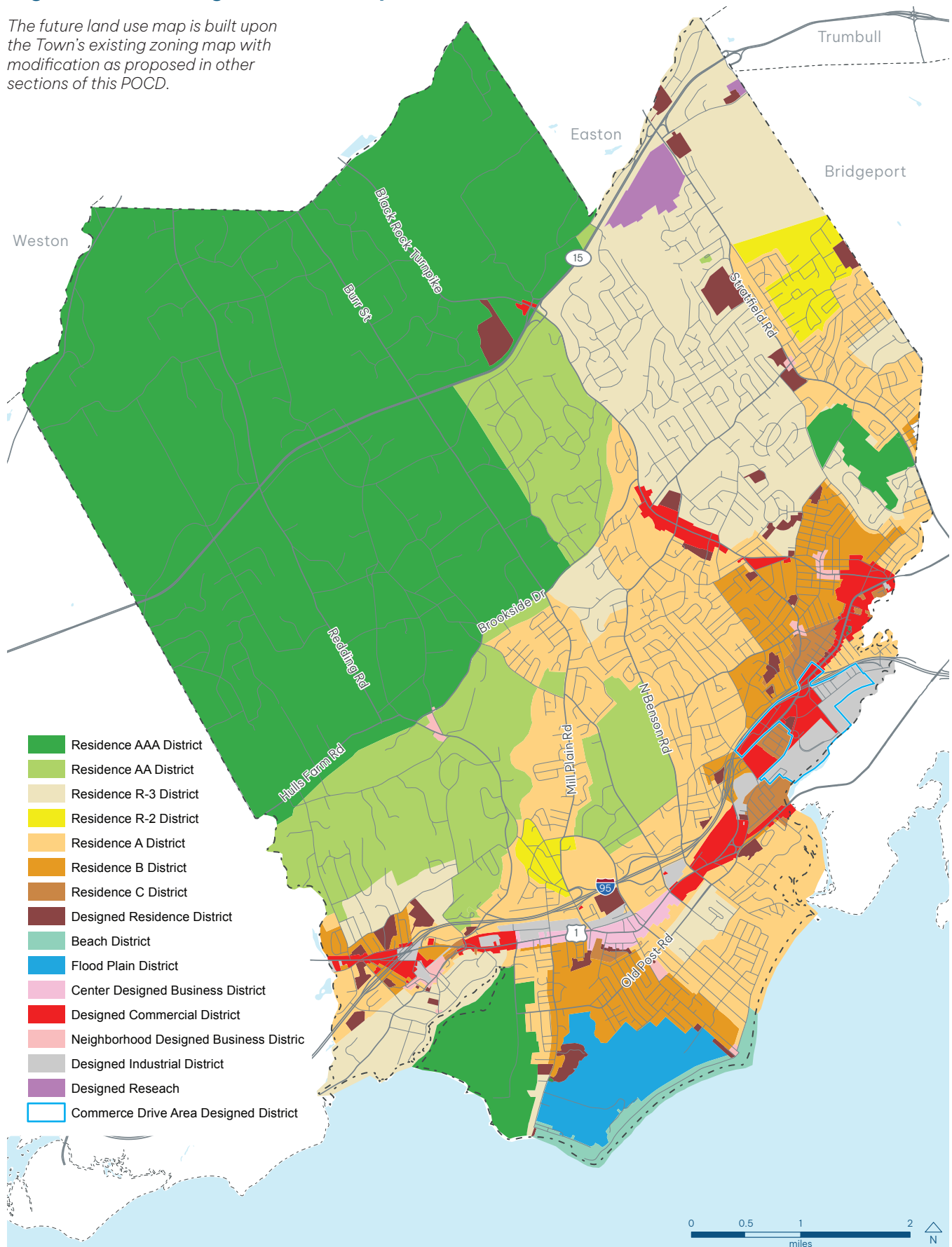
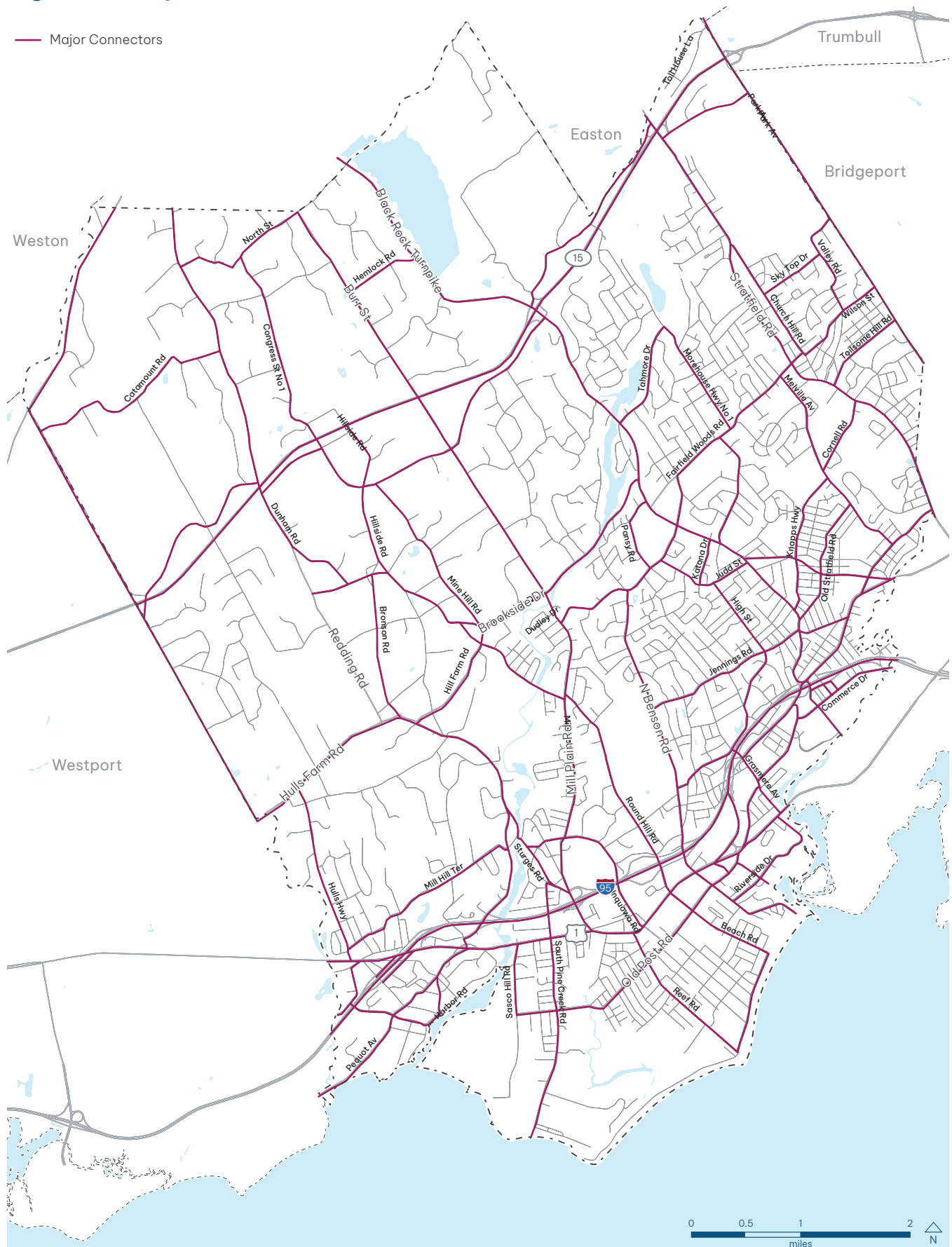


Figure 35. Major Connectors



Plan Consistency

Per Section 8-23(e)(1)F), the Town of Fairfield, proposed Plan of Conservation and Development is not inconsistent with either the State Plan of Conservation and Development Plan (2018-2023)'s growth management goals.

In regards to the State's POCD, Fairfield's POCD aligns with the Growth Management Principles in the following ways:

Growth Management Principle	Fairfield POCD Strategies
#1: Redevelop and Revitalize Regional Centers and Areas with Existing or Currently Planned Physical Infrastructure	<ul style="list-style-type: none"> Promoting mixed-use projects in the Post Road and other commercial corridors with bus access and in the downtown and Metro-North station areas. Targeted Infrastructure improvements to increase sewer capacity in the Metro and Downtown areas. Infrastructure improvements in Downtown area to increase storm-water capacity and prevent flash flooding conditions. Seek future funding for sewer upgrades in existing service areas.
#2: Expand Housing Opportunities and Design Choices to Accommodate a Variety of Household Types and Needs	<ul style="list-style-type: none"> Review existing as of right C zone to lower minimum lot size per unit (4-unit as of right). Review Designed Residence District overlay to revise minimum lot size and density. Proposed rezone for two B zone (two-family) areas to C zone (4-family) near the Metro Center train station.
#3: Concentrate Development Along Transit Nodes and Along Transportation Corridors	<ul style="list-style-type: none"> Targeted revisions to the zoning regulations in the Commerce Drive area to facilitate mixed-use Transit-Oriented Development on former brownfields sites near Fairfield Metro. Increasing residential percentage for mixed-use projects.
#4: Conserve and Restore the Natural Environment, Cultural and Historical Resources, and Traditional Rural Lands	<ul style="list-style-type: none"> Fairfield has a significant number of conservation lands and actively acquires new properties adjacent to them, particularly those with wetlands. Fairfield has three historic districts located primarily in single family residential district that preserve Fairfield's historic resources.
#5: Protect and Ensure the Integrity of Environmental Assets Critical to Public Health and Safety	<ul style="list-style-type: none"> The Town performs ongoing Resiliency and Sea Level Rise Analysis with its Flood Erosion Control Board and State partners for Fairfield's flood-prone neighborhoods and commercial areas. Fairfield's emphasis on Complete Streets and supporting multi-modal transportation initiatives ensures greater sustainability for Fairfield's residents.

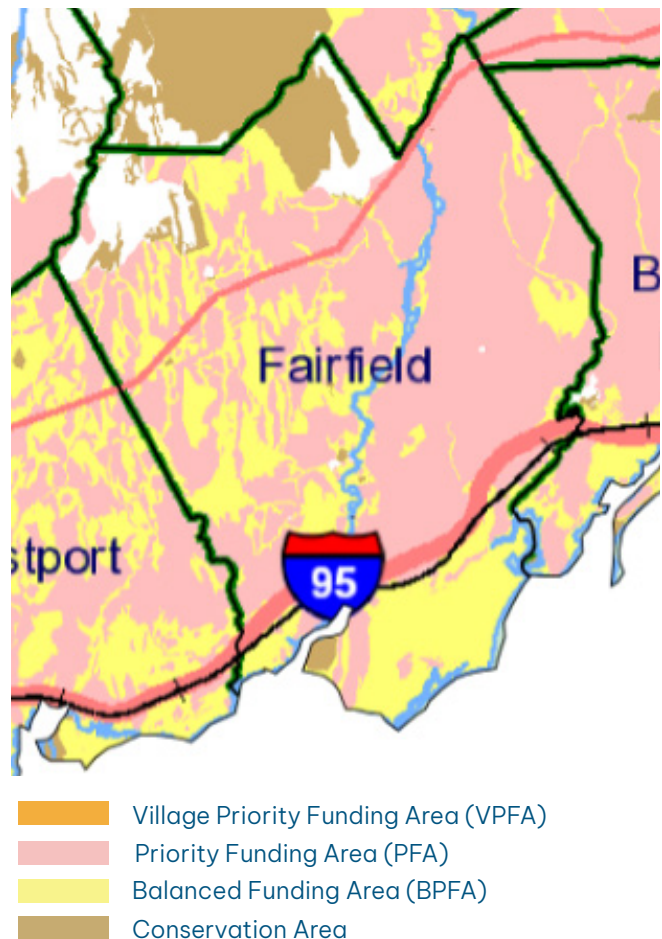
Fairfield's proposed POCD strategies and goals are also consistent with the State's Locational Guide Map. Priority Funding areas are located in the along the I-95 and Metro-North rail corridor. It should be noted that the Mill River that is shown to distinctively bifurcate the town from west to east also defines the larger lot, more significant wetlands areas to the west that does not have sewer service and the higher residential density of the east side of Fairfield that does have current sewer service. Upgrades to the existing sewer service areas are anticipated (Figure 36 on page 65), but expansion of service geography is not.

Expansion of residential density is not proposed in the Balanced Priority Funding Areas. However, the Town does prioritize future resiliency funding efforts for the BPFA area that largely delineates the shoreline area that is subject to current coastal flooding and future sea level rise.

Growth Management Principle #6 promotes integrated planning across local, regional and state-wide levels and the Town of Fairfield is consistent with coordinated planning efforts. In particular, Fairfield is part of MetroCOG's Multi-Jurisdiction Hazard Mitigation Plan and is a partner in regional transportation, natural resource, and economic development planning efforts.

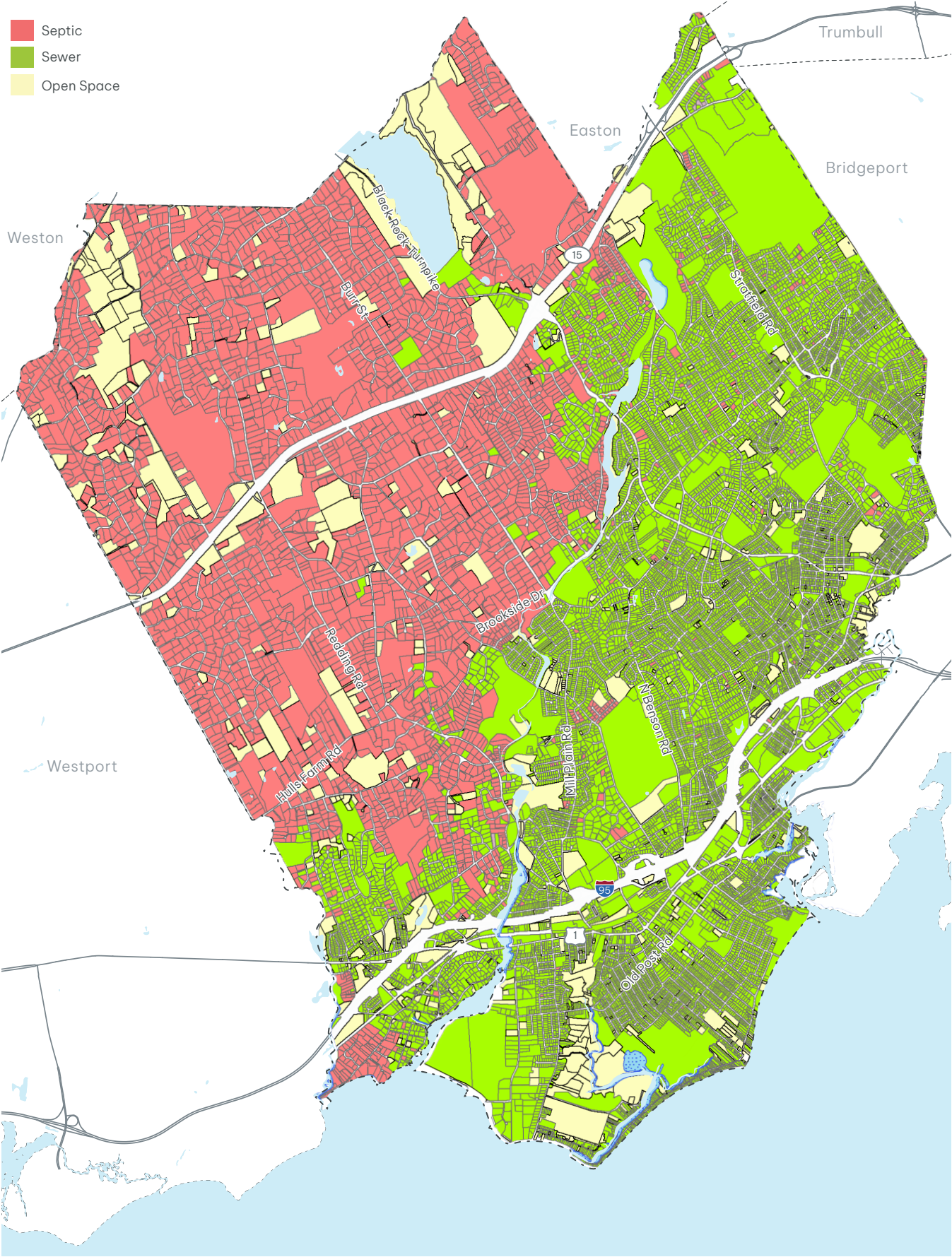
Fairfield's POCD is also consistent with the general policies of MetroCOG's Regional Plan of Conservation of Development for reconnected, revitalized, and resilient region that, similar to the State POCD:

- Focuses on inter-region coordination and collaboration, particularly with its multi-modal transportation network and infrastructure.
- Mixed-use centers where public transit anchors are located.



- Redevelopment of brownfields sites and reinvestment in existing cultural and economic hubs.
- Quality diverse neighborhoods located where existing infrastructure can be leveraged.
- Protecting and preserving local senses of place in its member communities.
- Natural system protection and resiliency from natural hazard events.
- Sustainable industries and future construction projects.
- Constituency that is educated and engaged to support these policies moving forward.

Figure 36. Sewer Service Area



Appendix A

Five Tiers of Community Resilience to Address Natural Hazards and Climate Change

Overview

The Town of Fairfield has undertaken and participated in a number of planning efforts to understand, describe, and set policy for hazard mitigation, climate adaptation, and resiliency relative to natural hazards and climate change:

Regional

- Multi-Jurisdiction Hazard Mitigation Plan
- Regional Framework for Coastal Resilience in Southern Connecticut
- Historic Resources Resiliency Planning
- Resilient Connecticut

Local

- The FECB's Flood Mitigation Plan
- Downtown Green Infrastructure Plan
- Rooster River Flood Mitigation Study and Plan
- Riverside Drive/Ash Creek Flood Mitigation Study and Plan
- Various Community Resilience Building (CRB) events

Other

- Army Corps of Engineers Flood Protection Master Plan

Plan Review

Multi-Jurisdiction Hazard Mitigation Plan

The Metropolitan Council of Governments Multi-Jurisdiction Natural Hazard Mitigation Plan Update was adopted in July 2019. The plan covers Bridgeport, Easton, Fairfield, Monroe, Stratford, and Trumbull. Like most hazard mitigation plans, this plan includes a suite of actions that the Town of Fairfield can undertake to reduce losses from natural hazards. These actions fall into the categories of public education, emergency services, prevention (i.e., flood regulations and building codes), natural resources protection, property protection, and structural projects. Hazard mitigation plans are meant to include options that can be undertaken somewhat independent of broad policies set in POCDs, such as strengthening critical facilities and making housing more resilient.

Regional Framework for Coastal Resilience

The “Regional Framework for Coastal Resilience in Southern Connecticut” was funded by appropriations from SuperStorm Sandy through the DOI to the National Fish and Wildlife Foundation (NFWF). The goal of the project was to identify community-supported nature-based resilience actions such as green infrastructure and living shorelines in ten shoreline municipalities. The project was broken into four phases, with some tasks completed by TNC and the two subject COGs (MetroCOG and SCRCOG) and some tasks completed by the consultant team.

The project included development of a GIS database of potential nature-based resilience actions such as green infrastructure and living shorelines; but importantly, the GIS database also included desired actions that could be re-cast as nature-based resilience actions. As such, projects like revetments and seawalls were mentioned by municipal staff participants and included in the database. A viewer tool was developed to allow for review of all 250-plus identified actions. Examples of potential actions identified in the Regional Framework for Coastal Resilience for the Town of Fairfield were green infrastructure in the downtown area and all the individual segments of flood protection in the beach and Ash Creek areas.

The concept designs developed for the Regional Framework for Coastal Resilience included one in the Town of Fairfield: a dune ridge along the beach between Reef Road and Penfield Beach. This section of shoreline was selected because of the numerous flood pathways from Long Island Sound to the homes located between Reef Road and Penfield Beach.

Historic Resources Resiliency Planning

Historic and cultural resources are increasingly at risk to natural hazards and climate change;

furthermore, historic resources are difficult to floodproof, elevate, or relocate without potential loss of their historicity. Recognizing this challenge, the Connecticut State Historic Preservation Office (SHPO) embarked on a resiliency planning study for historic and cultural resources beginning in 2016. The study was funded by the National Parks Service in response to SuperStorm Sandy.

MetroCOG hosted a historic resources resiliency planning meeting in June 2016, with Fairfield attending. During winter 2016–2017, individual meetings were held with shoreline communities including Fairfield. Municipality-specific reports were issued to each of these coastal communities in 2017. These reports outline historic resources at risk, gaps in municipal planning documents with regards to addressing historic preservation in the context of natural hazards, and strategies that can be employed to make historic and cultural resources more resilient. Recommended strategies identified in the municipal reports are:

- Identify Historic Resources
- Revisit Historic District Preservation Regulations and Ordinances
- Coordinate Regionally and with the State
- Incorporate Historic Preservation into Planning Documents
- Revisit Floodplain Regulations and Ordinances
- Educate Regarding Historic Resources and Resilience
- Strengthen Recovery Planning
- Structural Adaptation Measures

A best practice guide for planning techniques to make historic resources more resilient was distributed in 2019. This guide can be used by all jurisdictions in Connecticut when undertaking development of hazard mitigation plans.

Resilient Connecticut Phase II

Resilient Connecticut is a planning process originating from the State's successful application to the National Disaster Resilience Competition. The vulnerability assessment and COG-based planning phase commenced in summer 2020 and continued until the end of 2021. The vulnerability assessment included the development of a climate change vulnerability index (CCVI) and delineation of zones of shared risk. **Resilient Connecticut** introduced the concepts of resilience hubs and resilience corridors in the overall framework of making the State more resilient to the impacts of climate change such as flooding and sea level rise. The CCVI, zones of shared risk, regional infrastructure, and regional assets were overlaid and intersected to identify 64 regional opportunity areas in Fairfield County and New Haven County. Four regional opportunity areas were identified in Fairfield: two TOD-based (downtown Fairfield and the Fairfield Metro TOD area) and two based on existing affordable housing (one along Reef Road and one near the university).

Resilient Connecticut Phase III

Fairfield is one of seven recipients of a "Phase III" project which is being executed 2022–2023. Recognizing the potential for downtown Fairfield investment as a resilience hub, the Fairfield project focuses on making the downtown area more resilient through furtherance of the green infrastructure plan and development of concepts to make four underpasses more resilient (North Pine Creek Road, Mil Plain Road, Round Hill Road, and North Benson Road).

Town of Fairfield Flood Mitigation Plan

This report and the accompanying concept plans demonstrate various configurations of flood protection that can be developed to reduce flood pathways to the broad coastal

floodplain inclusive of thousands of residential properties and several key critical facilities like the WWTP. The FECB developed the initial version of this plan and has been updating it as needed over the last ten years. The Town has undertaken individual projects to advance the goals of this plan, such as hardening of the wastewater treatment plant facility through a local flood protection system. This plan also calls for the development of a pumping station near South Benson Road to remove floodwater from storm surge after they are trapped northwest of Penfield Beach and Jennings Beach.

Ash Creek/Riverside Drive Flood Mitigation Plan and Concept Designs

Using CDBG-DR funds, the Town commissioned a study and plan for resiliency efforts on the eastern periphery of the broad coastal floodplain. This report and the accompanying concept plans demonstrate various configurations of flood protection that can be developed to reduce flood pathways from Ash Creek, which is the estuary of Rooster River. Because the flood protection system configurations in the report are geared toward reducing the number of flood pathways to the broad coastal floodplain of Fairfield, but not eliminating all of them, the concepts in the plan will likely need to be advanced along with other efforts. The report also discusses the concept of elevating Turney Road as an alternative to elevating Riverside Drive, which is an option better aligned with the resilient corridor concept of **Resilient Connecticut**.

Downtown Green Infrastructure Plan

The downtown Fairfield neighborhood has suffered frequent shallow flooding related to stormwater generated during severe precipitation events. While flooding is not typically damaging, it causes road and business

closures that disrupt the entire community. Using CDBG-DR funds, the Town commissioned a study and plan for incorporating green infrastructure in the downtown. The plan included concept designs for a variety of green infrastructure projects on public and private properties and roads.

Rooster River Flood Mitigation Study and Plan

The Rooster River floodplain has suffered flood damage numerous times, including during the severe flood on September 25, 2018, which affected only parts of the State of Connecticut. In an effort to reduce the frequency and severity of flooding (but not eliminate flood risk), the Town commissioned a hydrologic and hydraulic study of the river corridor to determine locations for retaining or detaining water during severe precipitation events. Several locations were identified in the Rooster River watershed, and design is underway to advance projects in these locations.

Community Resilience Building (CRB)

Workshops in Fairfield were conducted in 2013 and 2018. Top hazards of concern were coastal flooding, inland flooding, severe precipitation and high wind events, sea level rise, and extreme hot or cold temperature events. Priority vulnerabilities included residential neighborhoods (including dead-end roads), commercial areas, tidal wetlands, brooks and streams, beaches and dunes, major roads, rail lines, cultural and religious buildings, low-income housing, essential service facilities, critical facilities, and bridges, culverts, and tide gates. Top recommended actions included:

- Strengthen disaster planning, response, and recovery capabilities (including EOC communications, neighborhood response teams, and shelters).
- Address risks to access/egress and utility-

services (through tree and limb maintenance and identification of egress chokepoints).

- Improve resilience of infrastructure (including the wastewater treatment facility and flood control structures).
- Improve stormwater retention and infiltration through green infrastructure, pervious pavement, and building and site design.
- Facilitate retreat of development and inland migration of marshes and natural habitats.
- Improve energy efficiency town wide.

Discussion

The prior planning and ongoing efforts described above suggest that the Town of Fairfield should designate five tiers of supporting future public and private investments in infrastructure, community facilities, housing, and development. These five tiers have corresponding spatial characteristics and can be delineated on a map without using sharp boundaries.

Resilient Hubs: These are key areas that have varying degrees of risk now and in the future, but should be prioritized to maintain or improve resilience to natural hazards and climate change. Resilient hubs may include downtown Fairfield, the Fairfield Metro TOD area, Southport, and the area along Black Rock Turnpike where the Tunxis Hill, Holland Hill/Grasmere, and Samp Mortar/Black Rock Turnpike planning areas meet. Community services, critical facilities, essential facilities, important services (grocery stores, retail, gasoline service stations), and some housing for vulnerable populations should be located in resilient hubs.

Resilient Corridors: These are corridors that move people and services between resilient hubs and areas of risk. They serve important functions before, during, and after natural disasters such as floods. They all help the community function during frequent sunny-day flooding that can occur in coastal areas. Evacuation routes are often coincident with

resilient corridors. Resilient corridors from coastal areas may include South Pine Creek Road, Reef Road, Beach Road, South Benson Road, and Turney Road. Resilient corridors for the greater Fairfield community may include Mill Plain Road/Burr Street, Black Rock Turnpike, and Stratfield Road. A key consideration in the resilience corridor concept is making underpasses more resilient, as they connect the coastal and inland corridors.

Areas to Support Coordinated Risk Reduction (i.e., Hazard Mitigation and Climate

Adaptation) Efforts: These are areas where coordinated, comprehensive efforts are needed to enhance community resilience, because individual actions by property owners (such as elevating individual homes) may not be sufficient. Two sub-categories are possible:

- **Areas where the long-term goal may be to undertake projects to reduce risk; however, increased densities of development should not be encouraged.** An example is the Rooster River corridor. The Town plans to develop detention/retention areas in the Rooster River watershed to reduce flood risks along the river. While this will allow people to live along the river in the long term, additional

development would not be encouraged along the Rooster River.

- **Areas where the long-term goal may be to eliminate risks through retreat from hazards.** An example is the small Camden Street/Rutland Avenue neighborhood. While this approach will allow people to live along the lower Rooster River, the long-term goal will be to move residents to areas with lower risk. Town efforts in this category (b) should be coordinated with goals relating to making contiguous open space.

Areas to Support Individual Risk Reduction (i.e., Hazard Mitigation and Climate

Adaptation) Efforts: These are areas where the Town may support individual efforts to make properties more resilient by issuing building and land use approvals for options such as home elevations and non-residential floodproofing. In these areas, the Town will occasionally use public resources to make infrastructure more resilient (i.e., the wastewater treatment plant) and will plan for future resilience projects such as the South Benson Road pumping station. The Town will avoid promoting increased densities of housing in these areas.

Figure 37 cross-references the Town's prior and ongoing efforts with the five tiers of support for future public and private investments in infrastructure, community facilities, housing, and development.

Figure 37. Plans and Resilience Framework

Supporting Plan or Study	Resilient Hubs	Resilient Corridors	Support Coordinated Risk Reduction Efforts	Support Individual Risk Reduction Efforts
Multi-Jurisdiction Hazard Mitigation Plan	X	X	X	X
Regional Framework for Coastal Resilience in Southern Connecticut			X	
Historic Resources Resiliency Planning			X	X
Resilient Connecticut Phase II	X	X		
Resilient Connecticut Phase III	X	X		
The FECB's Flood Mitigation Plan	X	X	X	X
Downtown Green Infrastructure Plan	X	X	X	
Rooster River Flood Mitigation Study and Plan		X	X	
Riverside Drive/Ash Creek Flood Mitigation Study and Plan		X	X	
Community Resilience Building (CRB) events	X	X	X	X

**Compensation Recommendation Committee
for the Board of Selectmen
Committee Charge**

A Compensation Recommendation Committee for the Board of Selectmen (CRCBOS) is hereby established to review and recommend compensation for the Board of Selectmen. The CRCBOS shall report to the Board of Selectmen through the Office of the First Selectperson.

Using compensation data from CCM and other organizations, the Town Budget, and other relevant data and research reports as deemed useful, the CRCBOS shall make a comprehensive recommendation to the Board of Selectmen to determine compensation for the First Selectperson and the Selectmen for the period November 2023 through November 2027.

Members of the CRCBOS shall be appointed by the Board of Selectmen and will include one member of the majority party and one member of the minority party of the Board of Finance and one member of the majority party and one member of the minority party of the RTM for a total of 4 members. The Committee shall elect a Chairperson and a Secretary.

The Committee shall commence work immediately upon appointment by the Board of Selectmen and shall report back a recommendation to the Board of Selectmen no later than July 1, 2023.

The Committee shall cease to exist upon the submission of a recommendation to the Board of Selectmen.

Approved at 04/17/23 BOS meeting.

From: jrmitola@aol.com <jrmitola@aol.com>

Sent: Thursday, June 8, 2023 10:26 AM

To: bos@fairfieldct.org; Schmitt, Jared <JSchmitt@fairfieldct.org>; Carpenter, Jennifer <JCarpenter@fairfieldct.org>

Cc: Pistilli, Sharon <sbpistilli@gmail.com>; jwalsh@lawmgw.com; Bateson, Edward <bateson.fairfield@gmail.com>

Subject: Compensation committee

Good Day:

The Compensation Recommendation Committee for the Board of Selectmen made up of John Mitola (BOF); Sharon Pistilli (RTM) James Walsh (BOF), and Edward Bateson (RTM) met on May 24, 2023 and June 7, 2023, and voted to make the following recommendations to the Board of Selectmen (BOS) regarding BOS compensation.

First Selectperson Compensation

Salary- As previously determined, on July 1, 2023 the First Selectperson salary will be increased to \$148,721. Using this as the base salary moving forward the Committee makes the following recommendations:

1. July 1, 2024-2.5% salary increase.
2. July 1, 2025-2.5% salary increase.
3. July 1, 2026- 2.25% salary increase.
4. July 1, 2027-2.25% salary increase.

With respect to the recommendations above, please be advised that the Committee looked at other similar municipalities throughout Fairfield County and Connecticut and determined that Fairfield's pay rate is competitive and in line with other municipalities. The Committee believes that the recommended increases are appropriate to keep Fairfield in a fair and competitive salary range for this position. Moreover, the Committee considered what recent collective bargaining contracts have settled for and they range between 2.5 to 2.6% range. This, along with inflationary trends over the last two years, further justifies and supports the recommended increases identified above. *(Please note that for the past 4 years the total increase in the First Selectperson salary is a combined 2.5 % over 4 years; July 1, 2020 and 2021 0%; July 1, 2022 1% and July 1, 2023 1.5%).*

Insurance Cost Sharing- The First Selectperson cost sharing is tied to and follows the percentages paid by the department heads and other elected officials, and now is at 18%. The Committee recommends no changes to this and that the position of First Selectperson should continue to follow the cost sharing percentage paid by department heads and other elected officials with an understanding that this figure can change over the next four years. The Committee looked at what the various unions pay in this area, and it ranges between

12.25% to 17%, with most paying 17%. Therefore, the percentage paid by department heads and the First Selectperson is higher (thereby setting an example) and appropriate.

The Committee wants to point out one issue that we discovered in this process- Four years ago this same Committee made up of John Mitola (BOF); Sharon Pistilli (RTM); Chris DeWitt (BOF) and Pam Iacono (RTM) recommended that the First Selectperson position pay a cost sharing of 21% (July 1, 2020) rising each year at 1% until it reached a 24% cost sharing on July 1, ,2023. The thought process then was that public sector employees were being asked to pay higher contributions in this area, and in fact the Fairfield BOE was trending in that direction at the time. The BOS voted to approve this recommendation but apparently the cost sharing recommendation was not followed by the town. We do not know why this happened and request to the BOS that if it approves these new recommendations that there be a system in place to make sure that approved recommendations are implemented and followed.

With respect to these higher cost sharing recommendations made 4 years ago, the current trend appears to be going in the opposite direction-namely that municipal employers are reducing cost sharing percentages or at least they are not going as high as 20-24%. This appears to be the trend in Fairfield as well. (union highest is 17%). Therefore, the current Committee is comfortable regarding the current recommendation of having the First Selectperson cost sharing follow what Department Heads and other elected officials pay. (now at 18%).

First Selectperson Travel Stipend- The current travel stipend is \$6000 per year. The Committee recommends no change in that stipend.

Selectmen Compensation

The Committee recommends that the current salary of \$12,000 per year remain in place and not be changed. This salary is competitive.

Conclusion

I am coping my fellow Committee members on this email. If they believe that the above has any inaccuracies, please point them out.

If necessary, I would be happy to appear before the BOS to discuss the above recommendations and I am sure my fellow Committee members would also appear.

I want to thank my fellow committee members, as well as Jared Schmitt and Jen Carpenter for their work.

Thank you.

John Mitola
Chair Compensation Recommendation Committee for the BOS.

**Compensation Recommendation Committee
for the Board of Selectmen Special Meeting (CRCBOS)
Wednesday, May 24, 2023, 6:00 pm
Via Webex and In Person at the
2nd Floor Conference Room, Independence Hall
725 Old Post Road, Fairfield, CT**

A recording of this meeting can be found here: [CRCBOS Meeting 5/24/2023](#).

DRAFT MINUTES

MEMBERS PRESENT: Chairman John Mitola, Secretary Sharon Pistilli, Ed Bateson, James Walsh

I. Call to Order

First Selectwoman Brenda Kupchick called the meeting to order at 6:00 pm.

II. Election of Officers

A. Nomination and Election of Chair

Ed Bateson nominated John Mitola for Chairman of the CRCBOS. Jim Walsh seconded the motion which carried unanimously.

B. Nomination and Election of Secretary

Ed Bateson nominated Sharon Pistilli for Secretary of the CRCBOS. John Mitola seconded the motion which carried unanimously.

Officers for the CRCBOS

Chairman -John Mitola

Secretary- Sharon Pistilli

III. Review and Discuss Committee Charge

Chairman Mitola asked the Committee if everyone had read the Charge and if they had any questions or comments. Seeing as there were no questions from Committee members, the meeting continued.

IV. Discuss Next Steps

Sharon Pistilli shared her presentation with the Committee on Compensation Analysis. She said she looked at towns with a population of 20,000 and up with a Selectmen or Mayor/Council government. Ms. Pistilli said she also added towns to this research that are similar in size to Fairfield even if they had a different form of government.

The First Selectperson's salary for 2019 was \$138,082 with no increases in FY 2020 or 2021. The salary for the 2024 FY is \$148,721.

There was a discussion about the responsibilities of the First Selectperson and if the compensation should be increased more than the average increase for the unions and department heads. There were also questions about a car stipend and cost share percentage.

Chairman Mitola said he will ask CFO Jared Schmitt the following questions for the next meeting:

- What is the actual salary for the First Selectperson minus any car stipend? Additionally, what is the amount of the car stipend?
- What is the current cost share for Department Heads?
- What is the average increase for the unions?

For the full discussion and presentation, please use the link posted here: [CRCBOS Meeting 5/24/2023](#).

V. Approval of 2023 Meeting Schedule

The members voted to hold the next meetings on:

Wednesday, June 7, 2023, 6:00 pm

Tuesday, June 13, 2023, 6:00 pm

VI. Adjourn

Jim Walsh made a motion to adjourn the meeting. Ed Bateson seconded the motion which carried unanimously.

The meeting adjourned at 6:54 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

**Compensation Recommendation Committee
for the Board of Selectmen Special Meeting (CRCBOS)
Wednesday, June 7, 2023
6:00 pm
Via Webex
And In Person at the
2nd Floor Conference Room, Independence Hall
725 Old Post Road, Fairfield, CT**

DRAFT MINUTES

Present: John Mitola, Chair (BOF), Sharon Pistilli, Secretary (RTM), Edward Bateson (RTM), James Walsh (BOF)

- I. Call to Order
Chairman John Mitola called the meeting to order at 6:06 pm.
- II. Discussion of and review of compensation scenarios for Board of Selectmen with possible vote recommending compensation for Selectmen and First Selectman/woman positions for July 1, 2024; July 1, 2025; July 1, 2026; and July 1, 2027.

Mr. Mitola did some research to determine the base salary when the special commission was last convened in 2019. We thought that the base salary was \$138,042, and in it was in fact \$141,554.76.

The cost sharing for benefits was supposed to be 24% as of July, 2023, however, the benefits cost sharing has stayed the same as department heads at 18%. This was an error, but it is aligned with overall practices, as cost sharing did not increase as much as we had anticipated the last time the special commission convened back in 2019.

There was discussion regarding car allowance, and what level would be appropriate. Mr. Walsh stated that the allowance of \$500 a month would be 9,000 miles a year by federal mileage reimbursement standards. Mr. Bateson suggested raising the allowance to \$9,000. Ms. Pistilli stated that for publicly traded companies, car allowances are a thing of the past, and that incremental miles beyond the usual commute to work are what should be considered in terms of what would be additional for the role.

After discussion, we proposed the following pay decisions

The base salary at the time of this decision is \$148,721.

7/1/2024 2.5%
7/1/2025 2.5%
7/1/2026 2.25%
7/1/2027 2.25%

Benefits cost sharing will be 18%, and tied to the Department Head contract.

Car allowance for the First Selectperson of \$6,000.

Board of Selectman pay of \$12,000 will remain unchanged.

Mr. Mitola made a motion to approve.

Item passed unanimously.

III. Adjourn

Mr. Mitola made a motion to adjourn, seconded by Mr. Walsh.

Respectfully submitted,

Sharon Pistilli, Secretary (RTM)

REFUNDS SUBMITTED FOR APPROVAL
9/11/2023

<u>Name</u>	<u>List No.</u>	<u>Tax</u>	<u>Interest</u>	<u>DMV</u>	<u>Bill</u>	<u>Reason</u>
<u>2022 REAL ESTATE</u>						
DH HOLDINGS OF CT LLC	2022 01 23042	\$242.01				OVERPAID IN ERROR
TOTAL		<u>\$242.01</u>				
 <u>2022 MOTOR VEHICLE</u>						
ACAR LEASING LTD	2022 03 50140	\$851.48				OVERPAID DUE TO ADJUSTMENT
ACAR LEASING LTD	2022 03 50155	\$423.05				OVERPAID DUE TO ADJUSTMENT
ACAR LEASING LTD	2022 03 50186	\$230.66				OVERPAID DUE TO ADJUSTMENT
ACAR LEASING LTD	2022 03 50187	\$139.98				OVERPAID DUE TO ADJUSTMENT
ACAR LEASING LTD	2022 03 50299	\$420.22				OVERPAID DUE TO ADJUSTMENT
ACAR LEASING LTD	2022 03 50305	\$82.34				OVERPAID DUE TO ADJUSTMENT
ACAR LEASING LTD	2022 03 50319	\$247.34				OVERPAID DUE TO ADJUSTMENT
ACAR LEASING LTD	2022 03 50494	\$364.40				OVERPAID DUE TO ADJUSTMENT
ACAR LEASING LTD	2022 03 50505	\$402.48				OVERPAID DUE TO ADJUSTMENT
ANGINOLI ELLEN M	2022 03 51412	\$65.75				OVERPAID DUE TO ADJUSTMENT
BIANCHINITATUSKO JANET	2022 03 53362	\$18.50				OVERPAID DUE TO ADJUSTMENT
BLOOM BRADLEY W	2022 03 53662	\$48.42				OVERPAID DUE TO ADJUSTMENT
BURKE AILEEN	2022 03 54917	\$24.12				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2022 03 56798	\$452.46				OVERPAID DUE TO ADJUSTMENT
CUNNINGHAM RICHARD A	2022 03 58981	\$49.32				OVERPAID DUE TO ADJUSTMENT
DIBATTISTA VINCENT B	2022 03 60733	\$81.56				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2022 03 69338	\$626.76				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2022 03 69365	\$214.22				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2022 03 69395	\$453.32				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2022 03 69713	\$204.30				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2022 03 71732	\$321.90				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2022 03 71788	\$699.12				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2022 03 71927	\$431.50				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2022 03 71931	\$310.96				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2022 03 72027	\$568.64				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2022 03 72075	\$514.72				OVERPAID DUE TO ADJUSTMENT
KAZZI RICHARD F	2022 03 72690	\$122.60				OVERPAID DUE TO ADJUSTMENT
MACKENZIE SEAN M	2022 03 76412	\$118.76				OVERPAID DUE TO ADJUSTMENT
MALZ CASSANDRA A	2022 03 76779	\$99.48				OVERPAID DUE TO ADJUSTMENT
MCGIVNEY KEITH M	2022 03 78103	\$55.40				OVERPAID DUE TO ADJUSTMENT
MCGUIRE MATT A & RENEE A	2022 03 78183	\$36.10				OVERPAID DUE TO ADJUSTMENT
MCGUIRE MATT A	2022 03 78186	\$191.67				OVERPAID DUE TO ADJUSTMENT
MOTT KEVIN F	2022 03 79997	\$4.26				OVERPAID DUE TO ADJUSTMENT
NEROD ZACHARY C	2022 03 80691	\$35.68				OVERPAID DUE TO ADJUSTMENT
NISSAN INFINITI LT LLC	2022 03 81089	\$538.54				OVERPAID DUE TO ADJUSTMENT
NISSAN INFINITI LT LLC	2022 03 81214	\$113.84				OVERPAID DUE TO ADJUSTMENT
PATTEN ANDREA M	2022 03 83116	\$56.18				OVERPAID DUE TO ADJUSTMENT
RAO ROWENA P	2022 03 85117	\$54.14				OVERPAID DUE TO ADJUSTMENT
INDIVERI CAITLYN M	2022 03 86656	\$44.62				OVERPAID DUE TO ADJUSTMENT
SEPOT AARON J	2022 03 88222	\$102.62				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92235	\$35.02				OVERPAID DUE TO ADJUSTMENT
USB LEASING LT	2022 03 93517	\$151.18				OVERPAID DUE TO ADJUSTMENT
UTZ FRANK D	2022 03 93660	\$66.60				OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94360	\$778.23				OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95334	\$536.07				OVERPAID DUE TO ADJUSTMENT
WAUGH SARAH A	2022 03 96289	\$5.06				OVERPAID DUE TO ADJUSTMENT
WIERZGACZ SLAWOMIR P	2022 03 96818	\$168.19				OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$11,561.76</u>				

2021 REAL ESTATE
CORELOGIC/FLAGSTAR
TOTAL

2021 01 15899 \$1,906.32
\$1,906.32

PAID IN ERROR

2021 MOTOR VEHICLE

ACAR LEASING LTD	2021 03 50580	\$467.18
BROWN SCOTT H	2021 03 54616	\$310.74
CCAP AUTO LEASE LTD	2021 03 56318	\$301.00
CCAP AUTO LEASE LTD	2021 03 56332	\$100.54
CCAP AUTO LEASE LTD	2021 03 56334	\$584.90
CCAP AUTO LEASE LTD	2021 03 56344	\$560.24
CCAP AUTO LEASE LTD	2021 03 56348	\$649.64
CCAP AUTO LEASE LTD	2021 03 56359	\$125.32
CCAP AUTO LEASE LTD	2021 03 56400	\$441.88
CCAP AUTO LEASE LTD	2021 03 56480	\$828.92
CCAP AUTO LEASE LTD	2021 03 56502	\$138.44
CCAP AUTO LEASE LTD	2021 03 56643	\$173.98
MARANDOLA CARLO	2021 03 76618	\$326.88
MCKEAN MATTHEW J	2021 30 77896	\$205.12
THIBAUT JENNA L	2021 03 90789	\$395.96
VAULT TRUST	2021 03 93279	\$540.30
ZARRA ROBERT J	2021 03 96896	\$91.53
TOTAL		<u><u>\$6,242.57</u></u>

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2020 MOTOR VEHICLE

MARANDOLA CARLO 2020 03 75927 \$328.62
TOTAL \$328.62

OVERPAID DUE TO ADJUSTMENT

2019 MOTOR VEHICLE

MARANDOLA CARLO 2019 03 76901 \$321.48
TOTAL \$321.48

OVERPAID DUE TO ADJUSTMENT

2018 MOTOR VEHICLE

MARANDOLA CARLO 2018 04 85219 \$321.48 \$ 14.48
TOTAL \$321.48 \$ 14.48

OVERPAID DUE TO ADJUSTMENT

TOTAL TAX \$20,924.24
TOTAL INTEREST \$14.48
GRAND TOTAL \$20,938.72