

**WARNING TO THE MEMBERS OF THE REPRESENTATIVE TOWN MEETING  
AND RESIDENTS OF THE TOWN OF FAIRFIELD**

Notice is hereby given that the Regular Monthly Meeting of the Town of Fairfield will be held on Monday, August 25, 2014, at 8:00 P.M. at the Education Center on Kings Highway East, Fairfield, CT, for the following purposes:

1. Roll Call - Pledge of Allegiance - Moment of Silence
2. To consider and act upon the Minutes of the Regular Meeting held on June 23, 2014.
3. To consider and act upon the following reappointment to the Ethics Commission as recommended by the Board of Selectmen:

Jill Kelly (R), 158 Redding Road, Term July 2014 - 2016

4. To consider and act upon the following appointment to the Ethics Commission as recommended by the Board of Selectmen:

Christopher J. Brogan (D), 90 Southwood Road, Term July 2014 - 2016

5. To consider and act upon the following reappointments to the Town Facilities Commission as recommended by the Board of Selectmen:

Harry R. Ackley (R), 25 Wagon Hill Road, Term July 2014 - 2017

Kenneth D. Jones (D), 320 Farist Road, Term July 2014 - 2017

Howard Rosenbaum (U), 151 Wilton Road, Term July 2014 - 2017

6. To hear a report from the Penfield Building Committee.

7. To hear, consider and act upon the following resolution as recommended by the Board of Finance:

“RESOLVED, that the Bond Resolution entitled, ‘A Resolution Amending and Restating the Bond Resolution adopted by the Representative Town Meeting on February 24, 2014, entitled, “A Resolution Appropriating A Sum not to Exceed \$1,478,766 for the Costs of Certain Nonrecurring Capital Projects and Authorizing the Issuance of Bonds to Finance Such Appropriation,” to reallocate bond proceeds between project categories and reduce appropriation and bond authorization by \$85,000,’ consisting of five pages, be, and hereby is, approved.”

8. To hear, consider and act upon the following resolution as recommended by the Board of Finance:

“RESOLVED, that the Bond Resolution entitled, ‘A Resolution Amending and Restating a Resolution Adopted by the Representative Town Meeting on June 24, 2013 entitled, “A Resolution Appropriating \$14,485,766 for the Costs Associated with the Expansion and Renovation of Riverfield Elementary School and Authorizing the Issuance of Bonds to Finance Such Appropriation,” to increase the appropriation and bond authorization to \$16,349,319,’ consisting of seven pages, be, and hereby is, approved.”

9. To hear, consider and act upon the following resolution as recommended by the Board of Finance:

“RESOLVED, that the the Memorandum of Understanding between the Town of Fairfield and the State of Connecticut Department of Public Works (now DAS) regarding the State rebuilding the Fairfield Regional Fire Training Center be, and hereby is, approved.”

10. The Moderator has referred a FairTV Ordinance to the Legislation and Administration Committee under Rule 32 of the RTM Rules to Regulate.

11. To consider and act upon any other matters presented to said meeting and which may be properly acted upon under the rules of the Representative Town Meeting.

August 12, 2014

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Elizabeth P. Browne  
Town Clerk

# Ethics Commission

Seat	Name	Position	Party	Term Start	Term End
1	Kelly, Jill		R	07/12	07/14
2	Zieff, Deborah		D	07/12	07/14
3	Brooks, Martha S		D	07/13	07/15
4	Drew, Thomas Joseph		D	07/13	07/15
5	Schmidt, David P	Chair '14	R	07/13	07/15

Full	
Party	Count
Democrats	3
Republicans	2
Total Full	5

The Ethics Commission is responsible for investigating allegations of unethical behavior or violations of the Town Charter's Standards of Conduct by town employees and members of town boards.

If the commission finds "probable cause" that such behavior or violations have taken place, the commission holds a hearing. If commission members determine, after the hearing, that unethical behavior or a violation of the Standards of Conduct has taken place, they would recommend disciplinary action to the Board of Selectmen or the head of the department in which the employee works.



## Town of Fairfield

Office of the First Selectman  
725 Old Post Road  
Fairfield, CT 06824

### BOARDS AND COMMISSIONS QUESTIONNAIRE

*To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at [firstselectmanffld@town.fairfield.ct.us](mailto:firstselectmanffld@town.fairfield.ct.us). Please note that your resume and completed questionnaire are public documents. If you have any questions please contact the First Selectman's Office at 203-256-3030 or [firstselectmanffld@town.fairfield.ct.us](mailto:firstselectmanffld@town.fairfield.ct.us).*

Board/Commission: **Ethics Commission**

Date: **July 28, 2014**

Name: **Christopher J. Brogan**

Address: **90 Southwood Road**

**Fairfield, CT 06825**

Party: **Democrat**

email: **cbrogan5@optonline.net**

home phone: **203-333-2138**

work phone:

cell phone: **203-615-1896**

1. How did you learn about this position?

**From Cristin McCarthy Vahey and Kathleen Griffin**

2. Why are you interested in serving and how can you contribute to this board / commission?

**I am very grateful for all that Fairfield, and the many volunteers who serve the community, have done for me and my family, and I would like to give back to the community. I am interested in the Ethics Commission because I strongly believe that an ethical culture is a critical condition for good government. My experiences in leading the ethics and compliance organization at large corporation, as well as my knowledge of the Town from serving on the RTM, will help me contribute to the commission.**

3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.

**No. The Commission has not met recently.**

4. Have you spoken with the chair, any members, or the appropriate Department Head?

**No.**

5. Have you read the written description of the board's role?

**Yes.**

6. Do you have any potential conflict of interest?

**My wife is a substitute school nurse for the Town. I will recuse myself from any matter where that might cause a conflict.**

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

**There are no regularly scheduled meetings except for a yearly organizational meeting. I will make myself available as necessary to fulfill my duties on the Commission.**

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

**Yes - Democrat.**

9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

**None.**

**Christopher J. Brogan**  
**90 Southwood Road**  
**Fairfield, CT 06825**

**Community**

20 year Fairfield resident

Married, 3 children (1 still in school system)

RTM Member, District 6, 2009-2013

Wakeman Boys & Girls Club, Trustee, 2013 - present

**Employment**

United Technologies Corporation, attorney (1984 - present)

various positions in Pratt & Whitney, Otis, Carrier and Sikorsky units

currently Vice President & Deputy General Counsel, Sikorsky Aircraft

Norris, McLaughlin & Marcus, New Jersey, associate attorney (1983 - 1984)

Breed, Abbott & Morgan, New York, associate attorney (1979 - 1983)

**Education**

Boston University School of Law, JD (1979)

Georgetown University, AB (1976)

# Ethics Commission

Seat	Name	Position	Party	Term Start	Term End
1	Kelly, Jill		R	07/12	07/14
2	Zieff, Deborah		D	07/12	07/14
3	Brooks, Martha S		D	07/13	07/15
4	Drew, Thomas Joseph		D	07/13	07/15
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Re: **ETHICS COMMISSION**  
Date: **June 29, 2012**

Name:	<b>Jill Kelly</b>	email:	<b>jillspt@aol.com</b>
Address:	<b>158 Redding Road</b>	phone 1:	<b>203-255-0865 (home)</b>
	<b>Fairfield, CT 06824</b>	phone 2:	
Party:	<b>Republican</b>	phone 3:	

**QUESTIONNAIRE FOR BOARD / COMMISSION APPLICANTS**

1. How did you learn about this position? **From Jamie Millington, RTC Chair.**
2. Why are you interested in serving and how can you contribute to this board / commission? **I think my previous years of experience as a member of the RTM, the ZBA and as a Selectman as well as my familiarity with the Town Charter should assist me in being a useful contributor to the Ethics Commission.**
3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify. **I have reviewed agendas and prior minutes**
4. Have you spoken with the chair, any members, or the appropriate Department Head? **I have spoken to members.**
5. Have you read the written description of the board's role. **Yes**
6. Do you have any potential conflict of interest? **Not to my knowledge.**
7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position? **Yes**
8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation? **I am registered as a Republican.**
9. Do you have any questions? **Not right now.**



**Jill Kelly**

**Current Affiliations**

Co-Founder, Connecticut Citizens Transportation Lobby

**Previous Affiliations**

Selectman, Town of Fairfield

Chairman, Fairfield Zoning Board of Appeals

Majority Leader, Fairfield RTM

President, Fairfield Grasmere Eldercare Center

Fairfield Representative, Greater Bridgeport Regional Planning Agency

Trustee, Bridgeport Center for Women and Families

Board of Trustees, Fairfield Prep School

**Business:**

Nicholas H. Fingelly Real Estate

## Town Facilities Commission

Seat	Name	Position	Party	Term Start	Term End
1	Rosenbaum, Howard	CHAIR	U	07/11	07/14
2	Jones, Kenneth D		D	07/11	07/14
3	Ackley, Harry R.		R	07/11	07/14
4	Caruso, Nicholas F		R	07/12	07/15
5	Van Deusen, Rodney J		D	07/12	07/15
6	Speciale, Richard A		R	07/13	07/16
7	Marshall, Kimberly L		D	07/13	07/16
8	DiMartino, Donald C		R	07/13	07/16
9	Leopold, Terri F		U	07/13	07/16
ALT1	[VACANT]		*	07/13	07/16

Full		Alternate	
Party	Count	Party	Count
Democrats	3	Vacant	1
Republicans	4	Total ALT	1
Unaffiliated	2		
Total Full	9		

The Town Facilities Commission oversees all municipal and school construction projects in town and who advise individual building committees that have been set up to accomplish those projects.

7/9/2014 3:43:33 PM

## HARRY R. ACKLEY, Sr.

FAIRFIELD FIRE MARSHAL RETIRED  
25 WAGON HILL ROAD, FAIRFIELD, CT 06430  
203-255-1305

Recently Retired Director of Life Safety for the Greater New York Health Care Facilities Association, Past President of the Fairfield and New Haven County Fire Marshal's Association, Past Trustee for the Fairfield County Fire Chief's Emergency Plan, National Fire Protection Association member and member New York City Fire Directors Association. Captain Ackley has served on the New York City Mayor's Residential Health Care Facilities Task Force/Office of Emergency Management, as Fire Safety Consultant for The Church of the Resurrection, located at 119 East 74th Street, "Resurrection Episcopal Day School, and on the Fire Science Advisory Council Norwalk Community Technical College as well as being an adjunct faculty member teaching Codes and Standards, Fire Prevention and Inspection, Fire Protection Systems and Fire Sprinkler Systems and Water Flow, Fire Service Management and Hydraulics. Harry has also served on the Fairfield Water Management Task Force and the Towns Ordinance Review Committee.

Retired thirty-six year veteran of the Fairfield Fire Department with a Bachelor of Science in Municipal Fire Administration from the University of New Haven; Associate of Science Degree in Fire Protection Technology from Hartford State Technical College: past Director of Training for the Fairfield Regional Fire/Rescue Training School, an Emergency Medical Service Instructor, a Certified Fire Marshal, and Fire Investigator, Fire Instructor II, Incident Command Instructor and Hazardous Materials First Responder. Captain Ackley has also been trained by the Bureau of Alcohol and Tobacco in Advanced Fire and Explosives Investigation and was a Certified Fire Protection Specialist and a former adjunct faculty member of the Nation Fire Academy and Emergency Management Institute.

Captain Ackley retired as the Fire Marshal for the Town Fairfield in 2000 and as an adjunct faculty member for the Norwalk Community Technical College in 2001 teaching for the Connecticut State Fire School and Fire Science Degree Program including Fire and Building Codes and Standards, Fire Fighting Strategy and Tactics, Extinguishing Systems, Water Flow and Fire Service Hydraulics including Incident Command for the last twenty four years.

Captain Ackley also served as the Program Director for the Highway Rescue Program for the Technical Colleges for 10 years and was an EMS Coordinator and Instructor. Captain Ackley, then a Lieutenant, was a key force in the development of today's fire rescue training in Connecticut and the Connecticut State Fire School. During his tenure as Rescue Director he was responsible for establishing curriculum, instructor training standards and the hands on training of over 8,000 Police and Fire students annually.

As a Viet Nam Naval Veteran Harry served as a Plank Owner and Member of the Commissioning Crew of the DE 1045, USS Davidson, 1965 to 1967. Home Port Pearl Harbor assigned to DESRO 11, WESPAC. During which time he attended pre-commissioning school, destroyer men's school, naval fire fighting and aircraft fire and rescue school. During his Viet Nam tour of duty, Harry extended his enlistment for 6 months to complete his ships deployment to the Tonkin Gulf.

Harry is married to Karen Jean Dumas, of Milford, and they have 5 children and 5 grand children. He has served as former Fairfield Rotarian and a Fairfield Jaycee President, Harry always and still is very involved in all aspects of the community. Captain Ackley was Jaycee of the Year, Firefighter of the Year, recipient of the Connecticut Jaycee's Distinguished Service Award, and was named by Governor Grasso, Outstanding Young Man of Connecticut 1979 and later was the recipient of the Fairfield Board of Realtors "Making Fairfield Better" Award. The Fairfield Rotary Club has honored Captain Ackley with the Paul Harris Fellowship and the Bridgeport's Dental Association has also honored Captain Ackley with its Citizenship Award and the Fairfield Fire Department awarded Captain Ackley, Fire Marshal, with the Fire Commissioner's Achievement Award.

Captain Ackley has served as Chairman of the Barnum Festival Fairfield Day (11 years), Chairman of the Town's Condemnation Board, member YMCA Board of Managers, President of the Fairfield Jaycees, Board member of the Fairfield Rotary Club, Director of the Fairfield Recycling Center, Member of Special Olympics Training Committee (Fairfield) and Deputy Director of Emergency Management, Boys Scout District Commissioner and Councilor and Fire/Rescue Explore Advisor.

In addition Harry has served as a Fairfield Town Constable, a Justice of the Peace, a Fairfield Special Police Officer and was 5 term 10 year RTM Member serving on the Education and Recreation Committee and the Health and Safety committee. Included in his commitment to Fairfield Harry has also served as a Commissioner on the Housing Authority and a member of the Tomlinson Building Committee.

Harry has also been trained, by the Connecticut Department of Environmental Protection as a Marine Patrol officer serving on both Lake Housatonic and Lake Zore.

At present Harry is a, Notary Public, Connecticut State Marshal, and a Fairfield Town Facilities Planning Commissioner, an Usher and Eucharistic Minister at St. Pius Church in Fairfield and as the former Director Coordinator of the Greater New York Health Care Facilities' Life Safety Coalition Harry still serves the Greater New York Association as their Fire and Life Safety Consultant and advisor.

4 of 4

C:\RESUME.HRA



**Harry R. Ackley Sr.**

State Marshal, Fairfield County

Work +1 (203) 255-2137

Mobile +1 (203) 767-9110

statemarshal404@optonline.net

P.O. Box 1424

Fairfield, CT 06825-1424

# Kenneth D. Jones

## Home:

320 Farist Road  
Fairfield, CT 06825  
(H) 203-384-9384  
(C) 203-770-2029  
jonesfar@optonline.net

## Work:

The Di Salvo Ericson Group  
63 Cops Hill Road  
Ridgefield, CT 06877  
203-438-9581 ext 228  
kenj@tdeg.com

Ken and his wife Patricia moved to Fairfield in 1986 raising all 3 of their children, Mike, Maggie and Sam in town where they attended Jennings Elementary, Fairfield Woods Middle and Fairfield Warde High Schools.

Since 1983 Ken has been employed by the nationally recognized The Di Salvo Ericson Group Structural Engineers, Inc. where he currently is a principal and manages the financial and human resources affairs

In addition to these roles Ken acts as project manager and design engineer on many projects. Besides dozens of single family residences, notable projects that Ken has worked on in the Fairfield/ Westport area include:

- The Faith Center addition to St Pius X
- Addition and alterations to Black Rock Congregational Church
- 2-story retail/ office building at 2307 Post Road
- Restoration of National Hall
- Westport Senior Center
- The consolidation of Roger Ludlowe and Andrew Warde High Schools into Fairfield High School
- Conversion of Bullard Factory into BJ's Wholesale Club
- Evaluations and design for new and alterations/ additions at Brooklawn Country Club, Pequot Yacht Club and The Patterson Club
- Jelliff Lane/ Crystal Brands office building

## Education

- Bachelors of Science Civil Engineering, University of Connecticut - Storrs, CT
- Bachelors of Arts ,Clark University - Worcester, MA
- Nonnewaug Regional High School No. 14 – Woodbury, CT

## Professional Engineering Registrations

- Connecticut (1988), New York (2005), South Carolina (2004) and Massachusetts (2012)

## Professional Engineering Associations

- American Councils of Engineering Companies of Connecticut - Structural Engineers Coalition (SEC): Director (1998 – 2000); Emergency Response Group (Chairman, 1998 – present)
- American Wood Council
- The Masonry Society
- American Institute of Steel Construction

## Community

- Fairfield Parks & Recreation – Coach: Boys 'Basketball (1995 – 1996); Girls' Basketball (1998 – 2002)
- Cub Scouts – Pack 88
  - Committee Member (1993 -1994)
  - Committee Member (1994 - 1998)
  - Cubmaster (1998 – 2002)
- Wakeman Boys & Girls Club – Coach Boys Basketball (1996 – 1997)
- Fairfield Warde High School Gridiron Club - Treasurer (2004 – 2006)
- Town Facilities Commission (2007 – present)
- Penfield Pavilion Building Committee (2010 – 2011)

HOWARD ROSENBAUM

151 Wilton Road  
Fairfield, CT 06824

(203) 331-1779

Email -

[rosenbaum.howard@yahoo.com](mailto:rosenbaum.howard@yahoo.com)

**QUALIFICATIONS:**

Over twenty five years of professional experience in the construction and real estate field with expertise in architectural design, site analysis, project management, marketing and administration. Excellent organizational, interpersonal and managerial skills used to work effectively with clients, architects, engineers, contractors and local building departments. Strong attention to detail and accuracy from concept to completion of project. Highly creative with the ability to formulate innovative designs concepts while balancing client expectations and budget constraints.

**WORK EXPERIENCE:**

**PRINCIPAL DESIGNER - PROJECT MANAGER**

**DIMENSIONS**

Fairfield, CT.. 1987 - Present

Architectural designer for residential, commercial and corporate clients for renovations, additions and new construction

Create and present design concepts encompassing clients needs and budget

Prepare construction documents to obtain competitive project cost

Represent clients in negotiations with various contractors and municipal departments

Establish collaborative partnerships with clients, contractors and municipal officials to facilitate successful job completion including:

- Research and develop project scope
- Review options with clients for potential alternatives
- Establish pre-construction cost estimates
- Award construction contracts
- Lead site visits to keep project on schedule and within budget
- Prepare final punch list for contractor
- Coordination of client move in date
- Conduct final walk through to review client satisfaction with all aspects of job completion

**CORPORATE PROJECT MANAGER**

**E.F. HUTTON - SHEARSON LEHMAN BROTHERS,**

New York, NY. 1980 - 1987

Project Manager for over 5 million square feet of space planning

Evaluate departments requirements for new space allocation for multiple locations

Implement specification reports for major corporate relocation for senior management review

Interfaced with vendors for selection of products and services

Prepare construction documents and specifications for relocation and renovation

**EDUCATION**

Bachelor of Science In Architectural Technology 1985

New York Institute Of Technology, New York, NY.

*Graduated "Magna Cum Laude" -*

*Elected to "NU Ypsilon Tau Honor Society"*

*Recipient of "Silver Certificate" in Architectural Technology*



AGREEMENT CONCERNING  
FAIRFIELD REGIONAL FIRE TRAINING ACADEMY

THIS AGREEMENT CONCERNING FAIRFIELD REGIONAL FIRE TRAINING ACADEMY (the "Agreement") is entered into by and between the STATE OF CONNECTICUT (the "State"), acting through its Commissioner of Public Works ("DPW"), pursuant to Connecticut General Statutes Sections 4-8 and 4b-1, as revised, Section 48 of Public Act 05-287, and Section 2(d)(3) of Special Act 04-2, and the TOWN OF FAIRFIELD, a municipal corporation, acting through its First Selectman, duly authorized (the "Town").

WITNESSETH:

WHEREAS, through Section 2(d) (3) of S. A. 04-2, the General Assembly authorized funds for DPW to improve, repair and make alterations to fire training academies; and

WHEREAS, the Town's Fire Department operates the Fairfield Regional Fire Training Academy (the "Academy"), situated on land of the Town located at 205 One Rod Highway, Fairfield, Connecticut (the "Land"); and

WHEREAS, in furtherance of Section 2(d)(3) of S. A. 04-2, DPW proposes to make certain renovations, repairs and improvements to the Academy as more particularly described in Exhibit B attached hereto and made a part hereof (the "Project"); and

WHEREAS, the State Bond Commission has authorized funds to design the Project; and

WHEREAS, the Project is intended to benefit the Academy, the Town and the State; and

WHEREAS, DPW and the Town have particular and distinct roles and responsibilities in regard to the Project, which roles and responsibilities require coordination.

NOW THEREFORE, the parties hereto, for good and valuable consideration, agree as follows:

1. Permission to Construct Project

1.1 The Town hereby grants unto DPW, its employees, consultants, agents and contractors the right, privilege and license to administer the Project, including designing, constructing and installing the Project in a manner deemed appropriate by DPW, and to enter upon the Land at all times for all purposes related thereto.

1.2 At all times, the Land and the Academy, including all renovations, repairs and improvements thereto, shall remain the property of the Town. Nothing contained in this agreement shall vest in the State of Connecticut any interest in title to the Land or the Academy.

1.3 The Town acknowledges that as a fire training facility, the Academy has unique characteristics that may require specialized maintenance for which the Town, as owner, will be responsible.

2. Operation as Regional Academy

In consideration of the State's funding and administration of the Project, the Town agrees to operate the Academy continually as a regional fire training facility open to fire districts throughout the State of Connecticut. This provision shall survive the completion of the Project, unless the Project is terminated pursuant to section 8 hereinbelow.

3. Project Funding and Scope

Subject to the conditions of section 1.1 above, DPW shall determine the scope of the Project, the Project's budget and the Project's schedule. DPW shall have the discretion to modify the same as it deems necessary or desirable. Any work beyond the scope of the Project desired by the Town will be completed by the Town at Town expense, provided, that any such improvements to be completed prior to completion of the Project shall be submitted in writing to DPW in advance and approved by DPW in writing, such writing to be furnished within a period of sixty (60) days from written submission by the Town. The Town shall be responsible for any costs incurred as a result of any Town requested work beyond the scope of the Project, including, but not limited to, revisions to DPW's plans and specifications, consultant or contractor's fees, and costs associated with delays or extensions to the Project's schedule. An estimate of the additional cost shall be given to the Town in writing within 30 days after submitting its request for approval. After receiving such estimate the Town may, at its discretion withdraw such request.

4. Design and Construction Contracts

4.1 DPW shall enter into and execute any and all agreements, documents or instruments with consultants, contractors and other parties (the "Contracts") which DPW deems to be necessary to design, construct and install the Project on the Land, subject to all applicable statutory approvals. The Town shall not be a party to the Contracts.

4.2 DPW shall administer the Contracts in the manner it deems appropriate. DPW shall administer the design, construction and installation of the Project in the same manner as it would for a state-owned facility, and shall consult with the staff of the Academy in the design, construction and installation of the Project, in the similar manner as DPW would consult with an agency of the State of Connecticut for which it is administering a project.

4.3 The Town shall have no authority to direct or modify any work performed pursuant to the Contracts. Any communications by the Town to DPW's consultants and contractors shall be made through DPW's Project Manager.

4.4 It is intended that the Town be a third party beneficiary of the Contracts. DPW shall cause this Agreement to be incorporated into each of the Contracts.

4.5 The Town shall provide DPW, upon DPW's request, a copy of all surveys, as-builts and similar documents in its possession concerning the Academy or the Land.

4.6 At each phase of the design of the Project (schematic, design development, contract documents and bid documents), DPW will provide the Town, through the Town Contact, with the drawings, plans and specifications prepared by its engineer and any other consultants engaged by the DPW (the "Plans and Specifications"). The Town shall have sixty (60) days after its receipt of the Plans and Specifications within which to provide any comments it may have to DPW in writing.

5. Town and State Contact Information

5.1 The Town hereby designates the following staff member of the Academy as the representative of the Town with whom DPW may coordinate regarding the Project: Assistant Chief Christopher Tracy (the "Town Contact").

5.2 The Town's main point of contact with DPW shall be DPW's Project Manager. The current Project Manager for the Project is David Wlodkowski. DPW reserves the right to re-assign the Project Manager for the Project as it sees fit, in its sole discretion, and shall advise the Town Contact of such re-assignment.

6. Compliance with Building Code and Local Requirements

6.1 DPW shall be responsible for administering the Connecticut State Building Code as it applies to the Project. Upon prior notice to the Project Manager, the Town's Building Inspector may inspect the Project from time to time, but in no event shall the Town's Building Inspector seek to halt construction. Any dispute in the interpretation of the Connecticut State Building Code shall be resolved by the Office of State Building Inspector.

6.2 The Town hereby acknowledges that the Project is a State administered project funded by State monies. As such, the Town and its land use regulations are pre-empted by sovereign immunity. The State shall construct the Project pursuant to the State Building Code and applicable federal or state laws, rules and regulations.

7. Insurance

DPW shall require its contractors and consultants on the Project to name the Town an additional insured on any insurance policy required pursuant to any of the Contracts. DPW shall further requires its consultants and contractors provide the Town with certificates of insurance evidencing such coverage.

8. Term

This Agreement shall be in effect from the date it is approved as to form by the Attorney General of the State of Connecticut, and shall remain in effect until either the Project is

completed, as evidenced by the close-out of the Project in accordance with DPW's Project Manager's Manual, or until such time as the Project is terminated. This Agreement is contingent upon the allocation of funds for the Project by the State Bond Commission. In the event the State Bond Commission fails or declines to allocate funds for any stage of the Project, DPW shall have no obligation to proceed hereunder. Furthermore, DPW reserves the right to suspend or terminate the Project at any time for any reason or for no reason.

9. Sovereign Immunity

The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of any powers, rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters in connection with the Project. This provision shall survive the termination of this Agreement.

10. Indemnification

The Town shall protect, indemnify and hold harmless the State, its officers, agents and employees from any and all loss, cost, liability, injuries (including death), damages, compensation and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by the State, its officers, agents and employees, sustained by the public, or by any other person or property, real or personal, due to or arising from the negligence or willful misconduct (including, but not limited to, failure to properly maintain the Academy) of the Town, or that of its officers, employees, agents, affiliates or contractors in connection with the Land or the Academy. The terms of this section shall survive the termination or completion of this Agreement.

11. Miscellaneous

11.1 This Agreement shall be governed in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws provisions.

11.2 This Agreement, whatever the circumstances, shall not be effective unless and until approved by the Attorney General of the State of Connecticut, and it shall not be binding on the Town until it has been approved by the Fire Commission, the Board of Selectmen, the Board of Finance, the Town Planning and Zoning Commission, acting in its planning capacity, and the Representative Town Meeting.

11.3 This Agreement represents the entire agreement between the Town and DPW with respect to the Project, and may not be modified except in writing signed by both DPW and the Town. Any modification of this Agreement or additional obligation assumed by either DPW or the Town in connection with this Agreement shall be binding only if evidenced in a writing signed by DPW and the Town or an authorized representative of DPW and the Town, and approved by the Attorney General of the State of Connecticut and the Town Attorney.

11.4 The Town agrees to comply with the provisions of Exhibit C attached hereto and made a part hereof, as applicable, in connection with this Agreement.

11.5 This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Town's request, the DPW shall provide a copy of these orders to the Town.

11.6 STATE CONTRACTS: For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit D attached hereto.

## 12. ENVIRONMENTAL OBLIGATIONS

12.1 DPW has, as of the date this Agreement is dated, performed initial soil tests on the Land and identified areas of concern. DPW has shared the test results with the Town in the form of a report by Logical Environmental Solutions, LLC ("LES") dated October 9, 2009 ("DPW Report"). The Town has completed a Phase II environmental investigation on the two (2) areas of concern identified in the DPW Report. Based on the Phase II report dated September 24, 2010, and the Cost Estimate for Remediation dated October 1, 2010, performed by LES (the "Town Report"), the Town has bonded funds in accordance with the aforementioned Cost Estimate for Remediation and is ready and willing to undertake the recommended remediation and abatement activities.

12.2 The Town hereby accepts responsibility for abating or remediating any soil contamination, or other environmental hazard or condition, subject to 12.5 below, to the level deemed acceptable by DPW in order to undertake the Project. DPW may require the Town at its sole expense utilize the Town's own contractors to undertake abatement or remediation activity, including but not limited to removal of soils and contaminated ground water. Where feasible and reasonable, in its sole discretion, DPW may utilize its own contractors with the cost to be borne by the Town. Prior to the expenditure of any such funds by DPW, the Town shall provide evidence satisfactory to DPW of funds sufficient to pay the estimated cost of the abatement or remediation activity.

12.3 The Town hereby confirms it has sufficient funds, or ability to secure sufficient funds, to guarantee performance of the obligations contained in this section 12. In the event the Town is unable or unwilling to abate or remediate environmental conditions or hazards during the course of the Project, the Town shall be deemed in material default of the Agreement. The

Town hereby acknowledges the State is entering into this Agreement in reliance upon the representations and promises of the Town made herein and, but for said representations and promises, would not agree to proceed with the Project.

12.4 The Town hereby agrees and accepts responsibility for the costs of abating or remediating any environmental conditions currently known or unknown pertaining to the Land and Academy. Furthermore, the Town accepts responsibility for any increase in costs of the Project resulting from any environmental condition on the Land. DPW shall have no obligation to absorb any such abatement, remediation or costs into its Project scope or budget. In the event the Project is terminated, the State shall have no liability or responsibility for costs or taking action regarding any pre-existing environmental conditions on the Land regardless whether work performed by the State prior to termination commenced.

12.5 Notwithstanding the provisions of this section 12, the parties hereby agree that the terms and conditions below are conditions precedent to the obligations of sections 12.1 through 12.4:

a. Upon execution and approval of this Agreement by the Office of the Attorney General, DPW shall undertake a geotechnical investigation of the Land. Such investigation shall include soil borings in a number and to a depth deemed reasonably necessary by DPW to determine constructability. DPW shall in its sole discretion determine the extent of investigation reasonably necessary for the Project. DPW shall present the Town with the results of the geotechnical investigation. Within fifteen (15) business days of receiving said results, the Town may with no penalty (i) opt to terminate this Agreement and halt the Project or (ii) request additional time to undertake additional environmental testing, at its cost, and upon completion, may at that time proceed with the Project or terminate the Project. DPW reserves the right to terminate pursuant to section 8 of this Agreement.

b In the event neither party exercises their right to terminate pursuant to subsection 12.4(a) or section 8, DPW shall proceed to the Request for Proposals ("RFP") stage for the design and construction of the Project. Prior to publishing the RFP, DPW with consultation of the Town, shall establish a site schematic on which the footprints of the buildings and structures to be constructed will be fixed (the "site layout"). In composing the site layout, DPW shall be guided by the prior environmental and geotechnical investigations in siting the proposed buildings and structures. The site layout may, but is not required to, fix the location of the utility trenches. The RFP shall require the selected proponent adhere to the site layout, subject to change only if necessary to comply with applicable permitting, health or safety requirements or directed by DPW with the Town's consent. Upon selection of a proponent but prior to entering into a binding agreement with said selected proponent, DPW shall share the selected proposal with the Town, and at such time, the Town shall have the right with no penalty to (i) proceed with the Project on the basis of the selected proposal, subject to change only if necessary to comply with applicable permitting, health or safety requirements or directed by DPW with the Town's consent, (ii) request additional time to undertake additional environmental testing, at its cost, and upon completion, may at that time proceed with the Project or terminate the Project, or (iii) opt to terminate this Agreement and halt the Project. In the event the Town opts to proceed

with the Project, the obligations of subsections 12.1 through 12.4 shall go into effect. DPW reserves the right to terminate pursuant to section 8 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date indicated below.

Signed in the presence of:

*Dileen Kennedy*  
*W. H. W. W.*

TOWN OF FAIRFIELD

By *Michael A. Pratt*

Its First Selectman  
Duly Authorized

Date: *4/27/11*

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC WORKS

By *[Signature]*

Commissioner of Public Works  
Duly Authorized

Date: *5/19/11*

Approved as to form:

By *[Signature]*  
Associate Attorney General

Date: *8/9/11*



Exhibit A

OMMITTED

## EXHIBIT B

### PROJECT DESCRIPTION

New construction as follows:

1. Classroom Training Building (apx. 9,424 sq. ft.)
2. Maintenance/Storage Building (apx. 5,600 sq. ft.)
3. Class A Burn Facility (apx. 3,200 sq. ft.)
4. Site Fire Training Props
5. Parking
6. Site Utilities

Renovation of the existing training tower.

Project costs of approximately \$6,964,645

## Exhibit C

### Non-Discrimination Provisions

References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean the Town.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- v. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vi. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- vii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- viii. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- ix. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or

manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

## EXHIBIT D

SEEC FORM 11

### NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

#### Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

#### Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

#### Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided. Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the

state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

#### Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.



## Penfield Building Committee

### Project Status Briefing

Board of Selectmen August 6, 2014

#### **Introduction:**

The following Board of Selectmen (BOS) briefing represents the second update provided by the Penfield Building Committee (PBC). This presentation and supporting documents represent a project update prior to PBC August 14 and 28 meetings. A portion of the August 14 meeting will include a public presentation of the recommended repair and reconstruction design documents.

The Selectmen have previously heard from the PBC regarding the Committee research and investigation process that included a project schedule, documentation regarding the original project design and construction assumptions, storm damage reports as well as presentations from various engineers, consultants, Town departments and representatives.

This briefing, including a summary of options considered by the Committee, is similar to the presentation provided to the Parks and Recreation Commission on July 16, 2014.

The Committee is looking forward to additional public comment at the regularly scheduled PBC meeting at 6PM August 14, 2014 at the Board of Education Conference Room.

#### **Penfield Building Committee process:**

The Committee has held 17 meetings since receiving its charge and visiting the Penfield Pavilion site in December 2013. All meetings were publically noticed and public comment encouraged. Committee member attendance and participation have been above average. Meeting minutes and presentation materials are available on the PBC website. Representatives of the Town have been very cooperative and supportive of our investigation and deliberations.

#### **Committee resources:**

The Committee has remained committed to seeking out and reviewing as much information as possible regarding the Penfield Pavilion project, obtaining the best technical advice and responding to public comments and concerns. The following represents a description of key Committee resources:

- Original Penfield Phase I (East Wing / Lockers) and Phase II (West Wing / Common Room, Concession, Kitchen) construction documents and foundation design assumptions.
- Inspection reports, supporting documentation and correspondence related to damage caused by both Irene and Sandy as provided by the investigating structural engineer (JM Albaine Engineering) and contributing consulting, coastal and geotechnical engineers.
- Presentations before the Committee provided by:
  - JM Albaine Engineering: *Structural engineer responsible for investigating, assessing and quantifying storm damage and repairs and recommending repair option scenarios.*
  - Roberge Associates Coastal Engineers: *Coastal storm damage and flooding impacts, structural and foundation design considerations and FEMA Flood Zone Requirements.*
  - Heller and Johnsen Geotechnical Engineers: *Site geology, soil conditions, results of soil test borings completed at the site and impact of coastal storms.*
  - Town of Fairfield DPW: *Original project history, Irene and Sandy storm timelines and damage, remedial and storm protection actions and timber bulkhead design assumptions.*
  - Town of Fairfield Engineering Department: *Project history and bulkhead design and construction.*
  - Flood and Erosion Board: *Historical neighborhood flooding and drainage, impact of Penfield Pavilion site elevations regarding flooding, coastal flood protection issues.*
  - Town Conservation: *Coastal and Environmental issues, geological history of beach and marsh areas, historical beach sand accretion and loss, off-shore topography, historical loss of beach sand resources.*
  - Parks and Recreation Commission: *Facility program, pluses and minuses regarding existing design, seasonal use, locker use and demand, facility economics.*
  - Town P&Z: *FEMA Flood Zone requirements, new (2013) V Zone requirements, appraised value and 50% cost threshold determination, FEMA design criteria, zoning requirements regarding repairs and reconstruction.*

- Information provided during the engineer/architect and construction manager proposal, interview and selection process. *Proposers were requested to present and explain their approach to the proposed facility repair and reconstruction project.*
- Open public forum and presentation by JM Albaine Engineering, LLC August 2013.
- Storm damage engineering cost estimates prepared by Wakelee Associates, LLC, Romano Construction and Saugatuck Construction Group as part of the insurance settlement process.
- Liaison with the Town Risk Manager regarding insurance claim settlement.
- Liaison with the Town DPW regarding FEMA grant and CDGB applications.

### **Penfield Pavilion storm damage:**

The Penfield Pavilion building was damaged by both Hurricane Irene (August 2011) and Hurricane Sandy (October 2012). Irene was downgraded to a Tropical Storm and Sandy downgraded to a post tropical cyclone with hurricane force winds. Sandy was characterized by very high storm driven tides and inland flooding.

Irene caused a certain amount of foundation footing undermining, created by scour, and minor building damage and evidence of building settlement. The possibility of future scour, foundation undermining and building damage was a prime reason for the design and construction of the timber bulkhead between the building and Long Island Sound (LIS).

Sandy caused significant damage to the Penfield Pavilion footings and foundations, structural elements (floors and internal structure), building interior and electrical, mechanical, plumbing (MEP) and incoming utility service infrastructure. According to information consistently provided to the Committee the root cause of the damage was significant foundation settlement due to scour and undermining (loss of sand around and under the existing building foundation footings) caused by storm floodwaters returning to LIS. The scour and loss of sand was exacerbated by channeling of the receding floodwaters under the building and further exacerbated by beach erosion along the outboard face of the protective timber bulkhead, liquefaction of sand behind the bulkhead and an opening at the bottom of the bulkhead that allowed sand and water to return to LIS.

The original inspecting engineer and current project engineer have determined that the building is “repairable”. The decks, walks and ramps are not economically repairable. The timber bulkhead requires modification to close all openings originally created for access to the beach. The site contours (elevations of finished grade) require redesign and increased height and protection to mitigate flooding in the future.

### **Consideration Regarding Repair Options**

The original inspecting engineer, coastal engineer and current project engineer recommended several repair options. The repair and reconstruction schemes eventually grew from three to seven then eleven when considering certain variations or alternates.

When investigating and considering the repair and reconstruction options the Committee, project engineer and construction manager considered many factors including, however not limited to:

- Extent of foundation and building damage and feasibility of repairs.
- Cause of damage and contributing factors.
- Coastal storm impacts – Irene, Sandy, future.
- Coastal storm protection designs and options.
- Existing soil conditions and footing depths.
- Foundation designs and soil bearing quality/capacity assumptions.
- Existing timber bulkhead, location, past and future performance.
- Facility and site impact on past and future neighborhood flooding.
- Beach accretion and loss - storm related and historical.
- Building height and mass - impact on surrounding neighborhood.
- Original and new FEMA Flood Zone requirements.
- Cost
- Schedule
- Construction methods and market capabilities.
- Existing and future use and value of the facility.
- Insurance claims and other cost recovery funding resources.

### **Repair Options**

As noted the PBC considered all repair options, including certain variations of the same option, that were brought before the Committee beginning with those referred to in the final storm damage report provided by the investigating engineer and his consultants. The Committee also received and considered suggestions and input from the public, the project engineer and construction manager, Committee members, consultants, Town commissions, departments and personnel.

The following represents a summary of the Penfield Pavilion repair and reconstruction options that remained under discussion as of June 12, 2014.

It is specifically noted that the scope of work and costs included below are based on schematic design assumptions, prior to design development and both design and estimated costs are conceptual and have been developed by the project engineer and construction manager for the purposes of comparative review and analysis. The estimated costs include certain allowances and design and construction contingencies and exclude soft costs such as design, engineering, consultants and preconstruction expenses such as recent glass removal and storage, make-safe construction, fencing, protection, proposed bulkhead modifications and installation of motion and fire alarms, March 2014. Note that “building” refers to the entire facility, East Wing refers to the storage lockers and West Wing refers to the common room, kitchen, concession area, etc. MEP infrastructure refers to building mechanical, electrical and plumbing systems.

**Option 1:** Repair damaged building and MEP infrastructure, underpin existing footings (extend concrete footings deeper), repair/replace damaged structural elements, level building and floors. Protect existing foundations and existing modified (close existing openings) bulkhead with riprap (graded stone). The repair scope of work assumes that proposed by the insurance company consulting engineer based on the insurance company’s obligation to repair the building “to the condition it was the day prior to the storm” (Sandy). **Estimated cost: \$2.4 million.** When assuming the alternate to add a timber bulkhead on the parking lot side to add protection and contain the riprap footing protection: **Estimated cost \$3.2 million.**

*The Committee agreed to table Option 1 and consider the option as a low cost benchmark pending FEMA required cost/value analysis for substantial damage. Option 1 is not recommended by the project engineer based on new FEMA Flood Zone requirements, building proximity to LIS and design and engineering standards for coastal construction, existing soil conditions and the continued reliance on shallow spread footings that could be subject to settlement due to sand liquefaction during storms regardless of protection.*

**Option 2:** Repair damaged building and MEP infrastructure, substitute auger type steel piles in lieu of underpinning existing damaged footings with concrete, modify and protect existing modified bulkhead with riprap, level building and floors. Building would remain on existing footings and at existing elevation. **Estimated cost: \$3.2 million.**

*The Committee does not recommend this option. The final cost will exceed the FEMA 50% rule requiring that the building be raised to new V Zone criteria. Timber piles are the preferred lower cost solution.*

**Option 3A:** Repair damaged building and MEP infrastructure, raise and support the building in-place, furnish and install new mini piles (sectional steel pipe piles filled with concrete) to support footings, level building and floors, reset building at FEMA V Zone elevation, modify and protect existing bulkhead. **Estimated cost \$7.3 million.**

*The Committee does not recommend this option. Raising the building in-place is considered an unacceptable storm and construction risk while the structure is temporarily raised and located at a high elevation with supporting timber blocking bearing on existing sand and sub surface soil conditions. In addition the estimated cost is excessive.*

**Option 3B:** Repair damaged building and MEP infrastructure, raise the building and temporarily relocate in parking lot area. Furnish and install timber piles, new reinforced concrete foundations. Move building back, reset at FEMA V Zone elevation on new foundations level building and floors, modify and protect existing bulkhead. **Estimated cost \$6.5 million.**

*The Committee does not recommend this option due to excessive cost.*

**Option 3C:** Repair damaged West Wing and MEP infrastructure, raise the West Wing and temporarily relocate in parking lot area. Demolish East Wing, furnish and install timber pile and timber foundation elements for new East Wing, Rebuild East Wing per existing design on new foundations at FEMA V Zone elevation. Furnish and install timber piles, new reinforced concrete foundations for West Wing, move back and reset and level West Wing to FEMA V Zone elevation. Modify and protect timber bulkhead. **Estimated cost: \$5.6 million.**

*The Committee does not recommend this option due to excessive cost.*

**Option 4:** Repair damaged building and MEP infrastructure. Furnish and install timber foundation piles and new reinforced foundations in existing parking lot. Raise and move building from existing location to parking lot reset at FEMA V Zone elevation. Partially or completely remove existing timber bulkhead. **Estimated cost: \$5.8 million.**

*The Committee does not recommend this option due to proposed location, loss of parking, access issues and excessive cost.*

**Option 5:** Repair damaged building and MEP infrastructure, raise and temporarily relocate West Wing. Furnish and install timber foundation piles and new reinforced concrete foundations. Move West wing back to original location and reset on new foundations at FEMA V Zone elevation. Leave East Wing as-is, build transition accommodating different East Wing and West Wing Elevations. Modify and protect timber bulkhead. **Estimated cost: \$4.9 million.**

*Committee does not recommend this option due to excessive cost and FEMA compliance. FEMA requirements will not allow the West Wing and East Wing to be treated as two separate buildings set at two different elevations.*

**Option 6:** Demolish West Wing. Reconstruct West Wing in smaller configuration on timber pile foundation at FEMA V Zone elevation including concession with limited kitchen, shower and restroom facilities assuming 3,000 net square feet of new area. Raise and temporarily relocate East Wing, furnish and install timber pile and timber element foundations. Relocate East Wing and reset at FEMA V Zone elevation. Modify and protect timber bulkhead. Repair MEP infrastructure East Wing. **Estimated cost: \$4.0 million.**

*The Committee does not recommend this option due to cost and impact on program.*

**Option 7:** Raise and temporarily relocate West Wing. Furnish and install timber piles and new reinforced concrete foundations, reset West Wing at FEMA V Zone elevation. Repair West Wing and MEP infrastructure. Demolish East Wing. Design and construct a smaller East Wing addition on timber pile supported foundation at FEMA V Zone elevation that will accommodate restrooms, changing spaces and day lockers. This option includes additional covered deck space, additional deck at grade level and additional beach area. Modify and protect existing bulkhead. **Estimated cost: \$4.5 million.**

*The Committee recommends this option and on July 10, 2014 voted in favor of Option 7 and directed that the engineer proceed with the next phase of design – Design Development Documents.*

On July 16, 2014 the PBC appeared before the Parks and Recreation Commission. The Committee presented a project update including the recommendation that the Penfield Pavilion be reconstructed, repaired and improved based on the scope of work described as Option 7. At the same meeting the Commission voted to approve Option 7.

### **Next steps:**

This document represents an interim project update briefing to the Board of Selectmen and as such does not represent a final report. Over the next few weeks the Penfield Building Committee will continue to receive more definitive design development and cost information, site development, contour and elevation details, as well as Town, Parks and Recreation Commission and public input regarding the recommended repair and reconstruction option.

The project engineer/architect, DeStafano and Chamberlain, is scheduled to present Option 7 design development drawings to the Committee on August 14.

The project construction manager, Shawmut Design and Construction, is scheduled to provide an updated project budget, based on design development drawings, to the Committee on August 21.

The Committee is scheduled to appear before the Board of Finance on September 2 and before the RTM September 22

The proposed Penfield Pavilion project schedule start date is October 9.

**Presentation documents:**

First Floor Plan – Existing Building  
First Floor Plan – Proposed Building  
Elevation Renderings – Proposed Building  
Cross Section – Proposed Building  
Cross Section – Existing Conditions

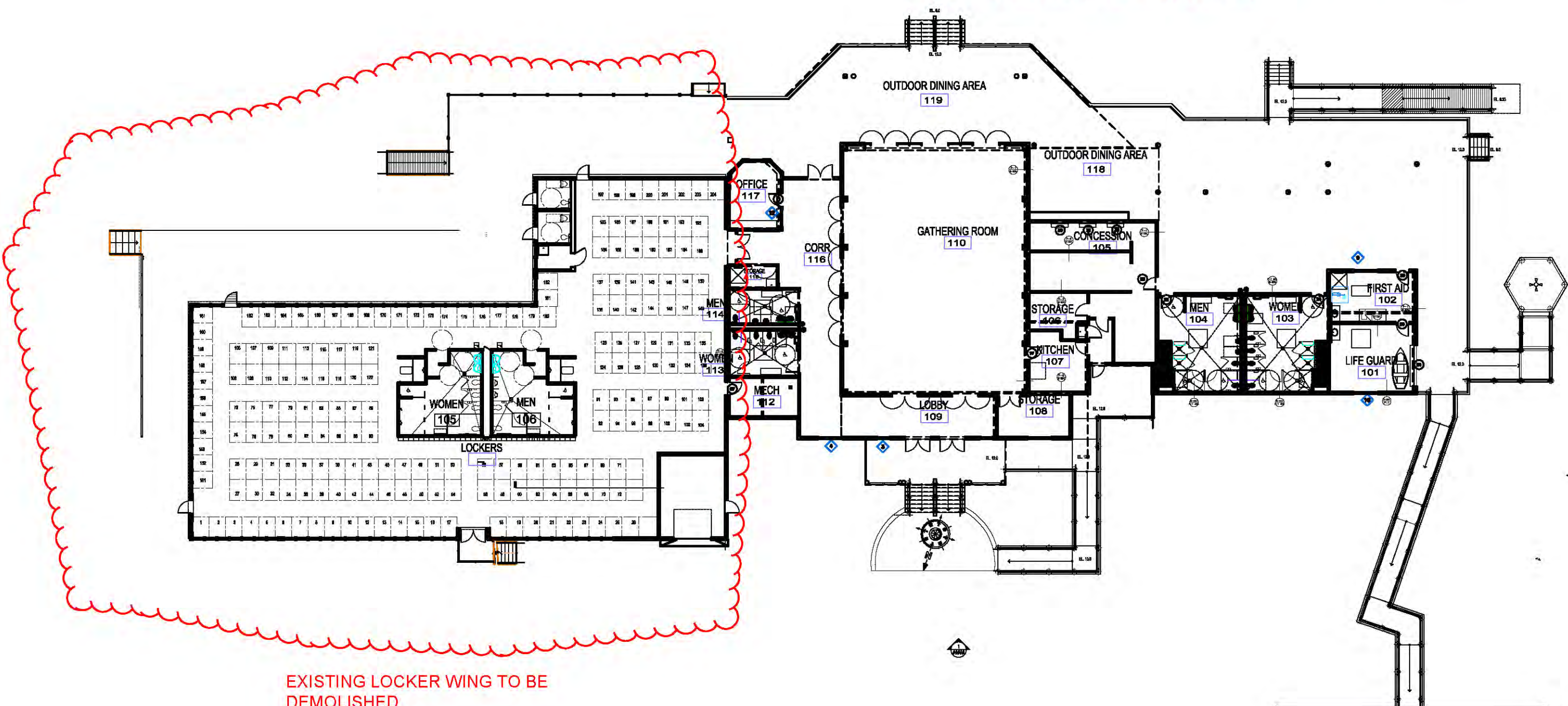




323 FAIRFIELD  
BEACH ROAD

PENFIELD PAVILION  
EXISTING FLOOR PLAN

EXISTING WEST WING TO BE ELEVATED ON NEW PILE FOUNDATION  
SYSTEM TO BFE 13.0' (FINISH FLOOR 14.5')



EXISTING LOCKER WING TO BE  
DEMOLISHED

Structural and  
Architectural  
Engineering

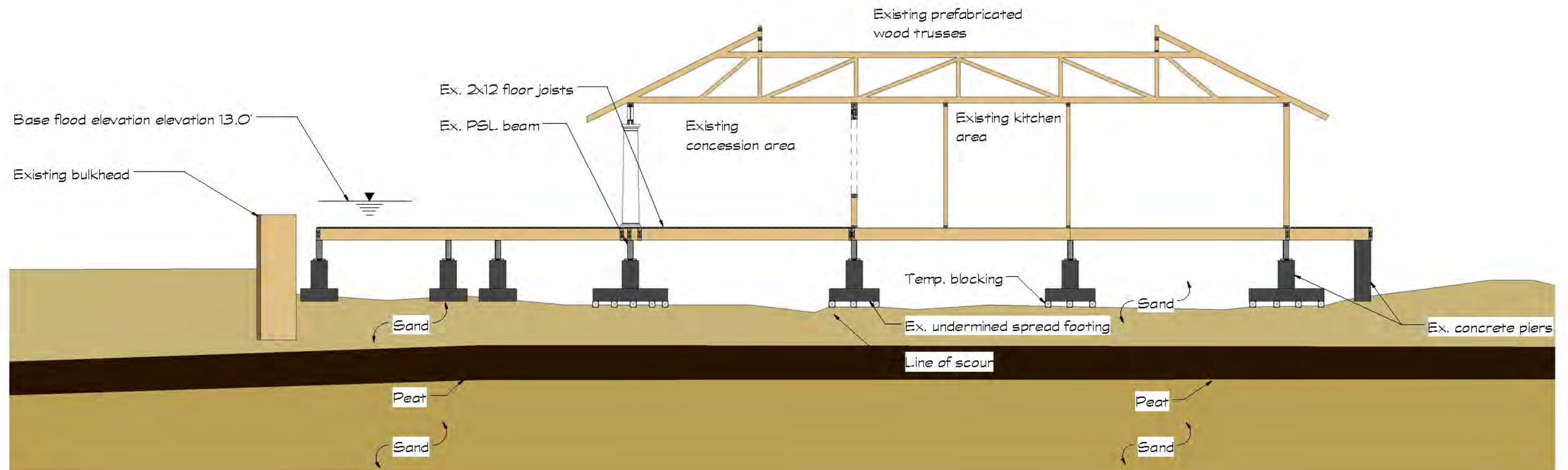
DeStefano &  
Chamberlain

Incorporated

50 Thorpe Street  
Fairfield, CT  
06824-5725  
Tel. 203 254-7131  
Fax 203 254-0263  
[www.dcstructural.com](http://www.dcstructural.com)



**PENFIELD PAVILION  
EXISTING SITE SECTION**

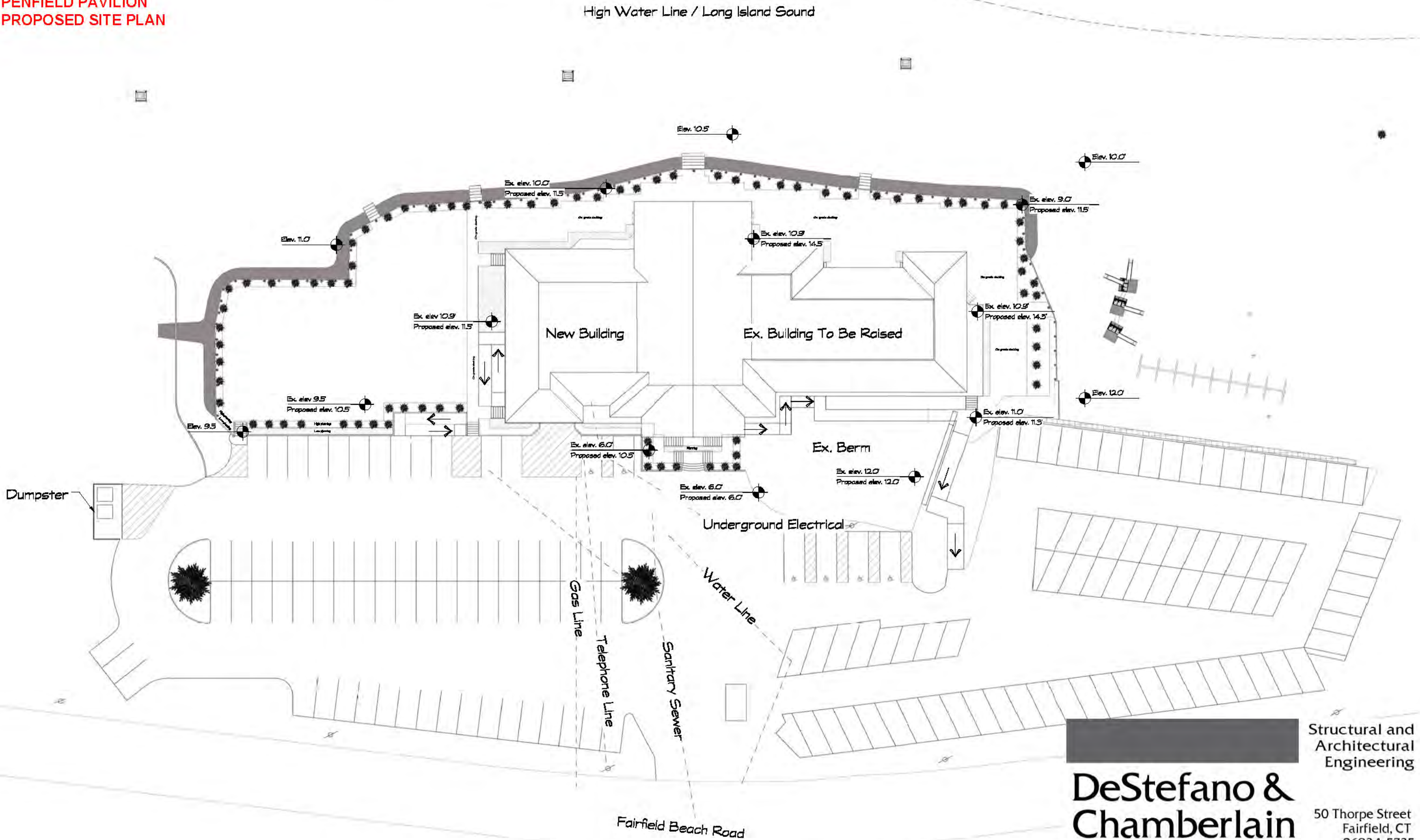


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PENFIELD PAVILION  
PROPOSED SITE PLAN



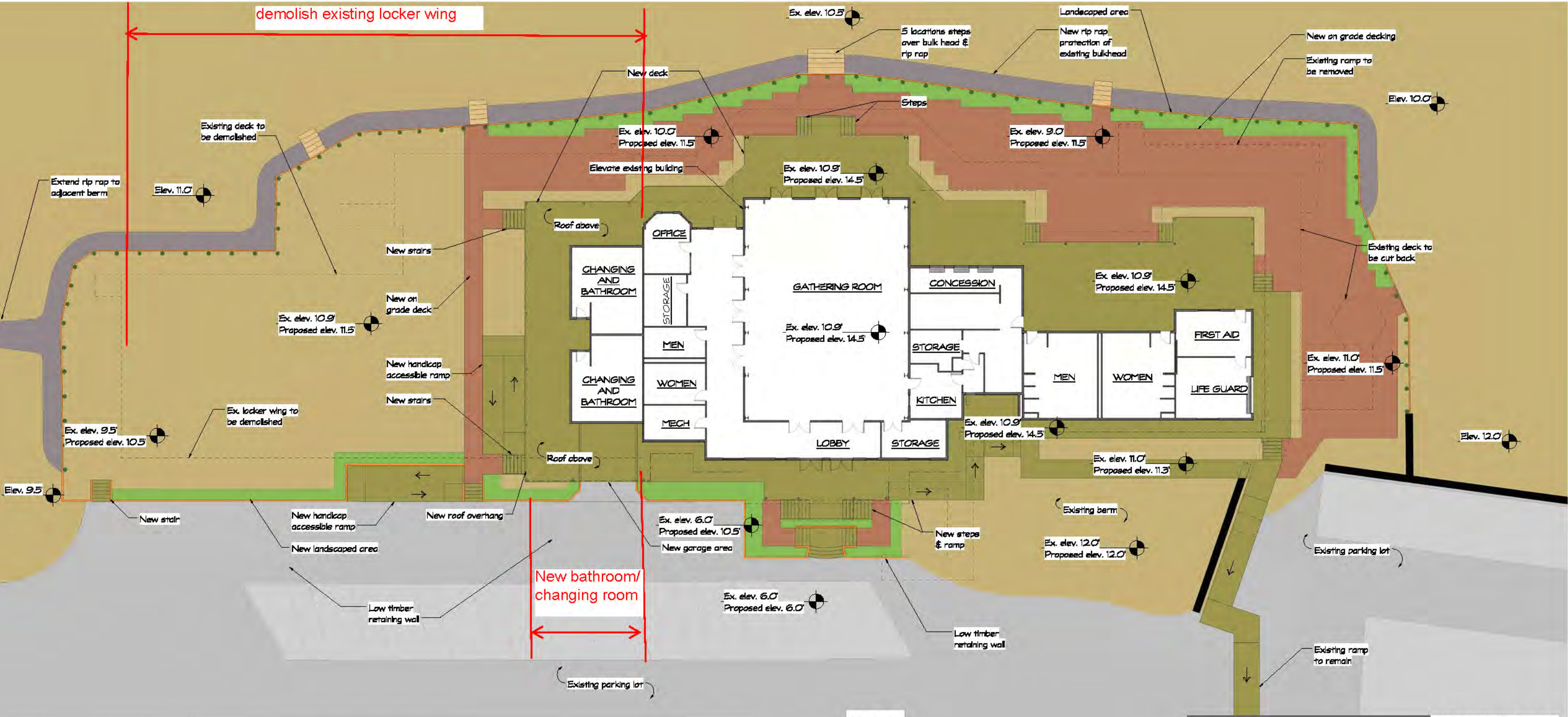
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PENFIELD PAVILION  
PROPOSED FLOOR PLAN



Structural and  
Architectural  
Engineering

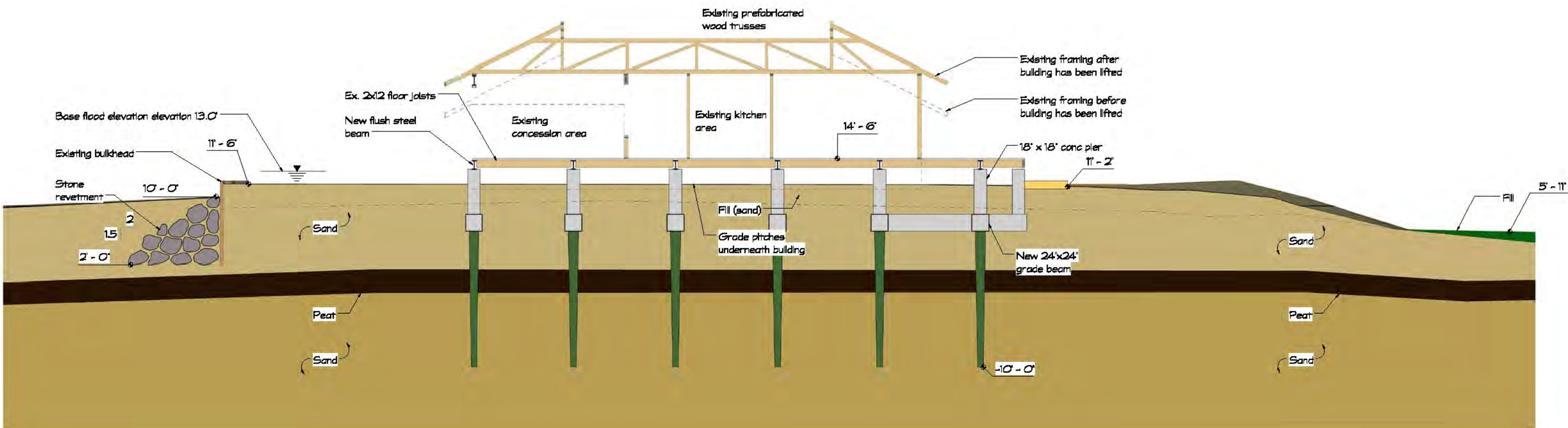
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PENFIELD PAVILION  
PROPOSED SITE SECTION



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PENFIELD PAVILION  
PROPOSED EXTERIOR ELEVATIONS



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BoF

8/5/2014

RIVERFIELD SCHOOL BUILDING COMMITTEE (RSBC)

## Narrative

In the process of getting all the federal and state approvals for asbestos removal and PCB remediation, the committee was informed that the EPA had an issue with PCB plan. Although the plan as submitted was satisfactory in terms of what and how the PCB was being dealt with; the EPA had issue with the PCB weather proofing felt which is encapsulated in the gym walls. The plan as submitted remediated any and all PCB contaminants that were exposed in the school but on the advice of environmental consultants the plan did not recommend taking down the gym walls that encapsulated the PCB felt which existed between cinder block and bricks. The EPA agreed that the encapsulated PCB felt was not an immediate danger but their current stance on any PCB is that it must be removed so they want the town to remove gym contaminated walls within the next 10 years. In order to achieve their position, the EPA has drafted a consent agreement where the town will face no fines or punitive damage but must eliminate the encapsulated PCB within the next 10 years.

The RSBC directed the architect and construction manager to develop a plan to deal with gym walls in terms of cost as well as overall project timing. As part of that assessment, they were asked to develop estimated cost impacts of waiting to accomplish the removal within the 10 year period. The committee wanted to see all the projected cost/timetables laid out before committing to recommend any definitive solution. On 7-14-2014 the estimated cost/options along with timetables will be presented to RSBC and their recommendation will be forwarded to BOS for the 7-16-2014 meeting. Prior to BOS meeting, it is expected that the BOE would receive RSBC recommendation at their 7-15-2014 meeting.

The prevailing wisdom is that the incremental cost to remove gym walls and eliminate PCBs would be in the range of \$ 1,800M to \$2,200M. The committee has asked that the hard estimate be done with a 90% reliability factor.

7/14/2014 ESTIMATE ATTACHED

7/16/2014 BOS APPROVED \$1,863,553

BOE HAS POSITIONED INCREMENTAL  
PCB REMOVAL COST IN "WATER FALL"  
CHART, NO CHANGE TO TOWN BY  
MOVING PROJECTS



**RIVERFIELD ELEMENTARY SCHOOL**  
**GYM REPLACEMENT PROJECT**

**PROJECTED COSTS - Gym Replacement Project by Year of Construction**

Year Construction Performed	Design Team (KBA)	Construction (Gilbane)	Other Costs - Owner Soft Costs	Subtotal
Feasibility study - One time	\$17,200	\$6,000	NA	\$23,200
2015 - with current project	\$41,215	\$1,694,967	\$104,171	\$1,863,553
2016 - as separate project	\$126,777	\$2,056,818	\$349,375	\$2,556,170
2017 - as separate project	\$131,848	\$2,125,743	\$361,215	\$2,642,006
2018 - as separate project	\$137,122	\$2,210,773	\$375,663	\$2,746,758
2019 - as separate project	\$142,607	\$2,299,204	\$390,690	\$2,855,700
2020 - as separate project	\$148,311	\$2,391,172	\$406,317	\$2,969,000
2021 - as separate project	\$154,244	\$2,486,819	\$422,570	\$3,086,832
2022 - as separate project	\$160,413	\$2,586,291	\$439,473	\$3,209,377
2023 - as separate project	\$166,830	\$2,689,743	\$457,052	\$3,336,825
2024 - as separate project	\$173,503	\$2,797,333	\$475,334	\$3,469,370

**ASSUMPTIONS**

a. 4% Escalation per year (Design and Construction): Gilbane - 2016 G.T. 4% due to increase in general conditions from 2015 - 2016.

b. 16% Other Costs (Includes: FFE, haz-mat consultant, 3rd party review, traffic, OPM services, commissioning, legal fees, insurance, printing, materials testing, special inspections, reimbursable expenses, advertising, miscellaneous ancillary expenses, financing, owner contingency)

**Riverfield Elementary School  
Gym Replacement Project**

	<b>OPTION 1</b> <u>Part of Addition Project- Summer 2015</u>	<b>OPTION 2</b> <u>Separate project in Summer 2016</u>	<b>OPTION 3</b> <u>Separate project in Summer 2017</u>
<b>Construction Subtotal from Estimate</b>	<b>\$1,343,722</b>	<b>\$1,343,722</b>	<b>\$1,343,722</b>
Construction fencing, erosion control, laydown area		\$50,000	\$50,000
<b>Subtotal</b>		<b>\$1,393,722</b>	<b>\$1,393,722</b>
<b>Design Contingency</b>	7% \$94,061	7% \$97,560.54	7% \$97,560.54
<b>Construction Contingency</b>	7% \$94,061	7% \$97,560.54	7% \$97,560.54
<b>Escalation mid pt</b>	4% \$53,749	8% \$111,497.76	12% \$167,246.64
<b>Subtotal Adjusted Construction Cost</b>	<b>\$241,870</b>	<b>\$306,619</b>	<b>\$362,368</b>
<b>P/P Bond</b>	0.00635 \$10,069	0.00635 \$10,797	0.00635 \$11,151
<b>Subtotal</b>	<b>\$10,069</b>	<b>\$10,797</b>	<b>\$11,151</b>
<b>Added CM GC's</b>			
CM Fee	LS \$50,000	LS \$260,000	LS \$270,000
<b>Subtotal</b>	<b>\$35,105</b>	<b>\$68,446</b>	<b>\$70,690</b>
<b>CM General &amp; Excess Liability</b>	2.2% \$85,105	4.0% \$328,446	4.0% \$340,690
<b>Subtotal</b>	<b>\$85,105</b>	<b>\$328,446</b>	<b>\$340,690</b>
<b>CM General &amp; Excess Liability</b>	0.00845 \$14,202	0.00845 \$17,234	0.00845 \$17,812
<b>Builders Risk</b>	\$0	\$0	\$0
<b>Building Permit</b>	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$14,202</b>	<b>\$17,234</b>	<b>\$17,812</b>
<b>Grand Total</b>	<b>\$1,694,967</b>	<b>\$2,056,818</b>	<b>\$2,125,743</b>

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Riverfield Elementary School - Gym Wall Replacement  
Budget Estimate

11 July 14

CSI List	Description	Total Amount
01000	Site Services	17,900
01500	Demolition	672,442
02000	Site Construction	6,148
03000	Concrete	21,036
04000	Masonry	396,381
05000	Metals	16,252
05001	Miscellaneous Metals	23,924
06000	Carpentry	7,513
07000	Thermal and Moisture Protection	83,886
08000	Doors and Windows	
09000	Finishes	32,534
11000	Equipment	18,515
15300	Fire Protection	
15400	Plumbing	42,690
15500	HVAC	
16000	Electrical	4,500

Estimate Totals

Description	Amount	Totals	Cost per Unit
	1,343,722	1,343,722	
Design Contingency (7%)	94,060		
Construction Contingency (7%)	94,060		
Escal mid pt - 4%	53,749		
	241,869	1,585,591	
P/P Bond	10,069		
	10,069	1,595,660	
Additional CM GC's	50,000		
CM Fee 2.2%	35,105		
CM Gen'l & Excess Liab Insur	14,202		
Builders Risk Insur - Excluded			
Building Permit - Excluded			
	99,307	1,694,967	
Total		1,694,967	

Town of Fairfield  
Comparison of Debt Service Projections of January 2014 Capital Plan versus August 2014 Capital Plan

<u>Fiscal</u> <u>Year Ending</u>	<u>January 2014</u>	<u>August 2014</u>	<u>\$ Difference</u>
6/30/2014	\$27,657,703	\$27,657,703	\$0
6/30/2015	\$27,323,059	\$27,323,059	\$0
6/30/2016	\$24,648,517	\$24,648,517	\$0
6/30/2017	\$26,214,866	\$26,120,388	(\$94,478)
6/30/2018	\$27,376,122	\$27,311,627	(\$64,495)
6/30/2019	\$25,415,372	\$25,145,807	(\$269,566)
6/30/2020	\$28,516,180	\$27,903,274	(\$612,906)
6/30/2021	\$28,723,804	\$27,618,145	(\$1,105,659)
6/30/2022	\$28,218,249	\$29,494,199	\$1,275,950
6/30/2023	\$24,054,889	\$24,577,033	\$522,145
Subtotal:	<b>\$268,148,761</b>	<b>\$267,799,751</b>	<b>(\$349,010)</b>
FY 2024 - FY 2033	\$167,223,950	\$164,797,825	(\$2,426,125)
FY 2034 - FY 2043	\$49,205,025	\$49,057,125	(\$147,900)
Subtotal:	<b>\$216,428,975</b>	<b>\$213,854,950</b>	<b>(\$2,574,025)</b>
Total:	<b>\$484,577,736</b>	<b>\$481,654,701</b>	<b>(\$2,923,035)</b>

Total Changes to Capital, Non-Recurring Projects and Reimbursements from FY 2014 to 2023

	<u>January 2014 Capital Planning</u>	<u>August 2014 Capital Planning</u>	<u>\$ Difference</u>
Capital Projects:	\$98,175,089	\$117,656,544	\$19,481,455
Non-Recurring:	\$23,247,536	\$28,785,164	\$5,537,628
Reimbursements:	-\$23,885,816	-\$32,806,152	(\$8,920,336)
Total:	<b>\$97,536,809</b>	<b>\$113,635,556</b>	<b>\$16,098,747</b>

69  
EF AB  
RTM SENSE OF THE BODY RESOLUTION for 8/25/2014 Meeting

Whereas we in the RTM represent the various neighborhoods of Fairfield, which in recent years have ~~steadfastly~~ opposed a number of high-density residential building applications that threaten the safety, character and quality of life of our communities;

Whereas the Connecticut Affordable Housing Statute 8-30g ("Statute 8-30g") promotes laudable objectives but creates far-reaching unintended consequences, allowing developers to legally override our local zoning regulations by shifting the burden of proof from the Applicant to the Town;

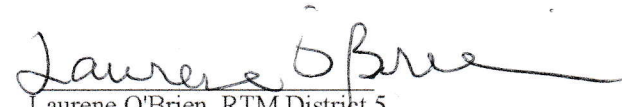
Now Therefore Be It Resolved to hereby affirm our support for the modification and/or repeal of Statute 8-30g, and to pursue a town moratorium on Statute 8-30g developments so that affordable housing opportunities may be created which enhance the vitality and address the specific needs of Fairfield, and our long-standing commitment to support an eclectic and diverse population is acknowledged.

Date Submitted: 8/12/2014

Sponsored By:

  
Ellen Jacob, RTM District 9

  
Kathryn L. Braun, RTM District 8

  
Laurene O'Brien, RTM District 5

## **Chapter 74. FairTV**

### **Sec. 74-1. Declaration of intent: FairTV.**

There is hereby established a program for the recording (video & audio), production, editing, live broadcast, re-broadcast and internet streaming of the Town of Fairfield Education and Government meetings. The program shall provide the residents of the Town of Fairfield the ability to view government and education meetings as prescribed herein.

### **Sec. 74-2. Implementation.**

The FairTV Commission shall have the responsibility and shall oversee the implementation of this ordinance.

### **Sec. 74-3. FairTV Broadcast System Manager (BSM).**

- A. The BSM shall be appointed for a term of one year by the FairTV Commission and shall report directly to the FairTV Commission.
- B. The BSM shall administer the programing and coordinate all activities as directed by the FairTV Commission.
- C. The BSM shall develop a system of operations manual, acquire and maintain the appropriate equipment and act as custodial agent of the equipment; all such equipment shall remain the property of the FairTV Commission.
- D. The BSM shall have the power to engage and directly supervise video producers, technicians, interns and any other staff necessary to carry into effect the charge of the FairTV Commission.

### **Sec. 74-4. Primary Content.**

FairTV shall record, produce, broadcast, re-broadcast and internet stream gavel to gavel regularly scheduled meetings the Town of Fairfield's:

- A. Representative Town Meeting
- B. Board of Education
- C. Board of Selectmen
- D. Board of Finance
- E. Town Plan & Zoning Commission

### **Sec. 74-5. Secondary Content.**

With the consent and approval of the FairTV Commission, additional programming related to Fairfield Town government and Fairfield Public Schools meetings, events, ceremonies, parades, athletic competitions and channel appropriate, non-partisan informational programming created by FairTV Commission may be produced.

### **Sec. 74-6. Secondary Content Inhibitor.**

The Primary Content must be completely assigned, scheduled and appropriately funded prior to the consideration or additional program production of Secondary Content is undertaken.

**Sec. 74-7. Special Meeting Programming,**

Programming and production to cover Special Meetings of Primary Content government and educational activities shall be at the discretion of the FairTV Commission; provided that time and financial considerations of current and planned Primary Content shall not be affected.

**Sec. 74-8. Emergency Programming.**

The FairTV Commission shall provide for the immediate broadcast and release of Emergency Bulletins properly decreed by the Public Safety Authorities of the Town of Fairfield through agreement with those authorities.

**Sec. 74-9. Rights of Use**

No elected official may produce, host or be featured in Secondary Content programming.

**Sec. 74-10. Commission Created; membership; compensation.**

- A. There shall be a FairTV Commission which shall consist of five (5) members who must be electors and residents of the Town of Fairfield. No more than two (2) members shall be members of the same political party. These members shall be recommended by unanimous consent of the Board of Selectmen and shall be appointed to the FairTV Commission by majority consent of the RTM. The BSM shall serve as an ex-officio member of the FairTV Commission without vote.
- B. No member of the FairTV Commission shall receive compensation for service. The BSM shall receive compensation for any prescribed duties.
- C. Prescribed duties and compensation of the BSM shall be under the sole purview of the FairTV Commission.
- D. The BSM, and all other designated agents of the BSM and/or Commission, shall serve at the pleasure of the Commission.

**Sec. 74-11. Term of Office; removal; officers.**

- A. The term of all members shall run for three (3) years, except that the initial terms shall be staggered as follows: one initial term of at least one (1) year, two initial terms of at least, but no more, than two (2) years, two initial terms of at least, but no more, than three (3) years so that the terms of not more than two (2) members shall terminate in any single year.

- B. If a member resigns or is removed for any reason before his or her term expires, a replacement shall be appointed within two (2) months of termination by the RTM in accordance with Section 74-10.A. to complete that term. A Commission member may be removed by a vote of the Board of Selectmen for good cause, upon request of the Commission. Failure to attend four (4) consecutive meetings without good reason shall constitute good cause for removal.
- C. The Commission shall elect a Chairperson, Vice Chairperson and Secretary. The Commission may form subcommittees to address specific duties of the Commission.
- D. A quorum at any such meetings shall consist of a majority of the voting membership.

**Sec. 74-12 Jurisdiction.**

- A. The FairTV Commission shall direct and supervise the activities of the FairTV System for the express purpose of recording (video & audio), producing, editing, live broadcast, re-broadcast and internet streaming of the Town of Fairfield Education and Government meetings.
- B. Policy making decisions, administration of the day-to-day operational aspects and general supervision of the System shall be the sole responsibility of the Commission.
- C. Adopt such regulations as it deems appropriate to assure procedures for the orderly and prompt performance of the Commission's duties.

**Sec. 74-13 Professional Services.**

The Commission shall have the authority to enter into contracts and/or agreements for professional services. The BSM, and all other designated agents of the BSM and/or Commission, shall serve under professional service contracts.

**Sec. 74-14 Powers and duties.**

The purpose of the FairTV Commission shall be to oversee the FairTV Broadcast System. The system includes FairTV Education, FairTV Government and FairTV on Demand. The Commission shall adopt policies and procedures that shall:

- A. Provide for cost effective broadcast operations.
- B. Deliver broadcast content of the legislative, educational, executive, financial and land use meetings of the Town of Fairfield.
- C. Develop and adopt policies and procedures for broadcast system operations and standards.
- D. Develop, approve and adopt professional service agreements for the BSM and all other persons, firms or parties the Commission deems necessary in the course of operations.
- E. Acquire, provide and maintain equipment necessary for the timely execution of the Commission's duties.



- F. The Commission shall be responsible for the custodial oversight of all such equipment and shall adopt policies for the proper preservation and care of such equipment.
- G. Serve as the Town of Fairfield and the Fairfield Board of Education representatives to the Cable Advisory Council of Area 2 (CAC2).

**Sec. 74-15      Budget Appropriations and Funding**

- A. Effective with the adoption of this ordinance by the RTM and the appointment and installation of members to the FairTV Commission funds appropriated, encumbered and/or designated for the operations of FairTV in the current fiscal year held in the Information Technology Department Budget shall henceforth be the sole responsibility of the FairTV Commission.
- B. Funds appropriated in the approved budget for the ensuing fiscal year shall henceforth be the sole responsibility of the FairTV Commission.
- C. The FairTV Commission shall prepare, present and oversee budget appropriations for the FairTV System.
- D. The BSM upon direction and approval of the FairTV Commission shall have authority to direct the expenditure of funds that have been appropriated.
- E. Funds approved and appropriated shall be maintained and accounted for by the Finance Department.