



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Condemnation Board
Fairfield, Connecticut 06824

(203) 256-3020
FAX (203) 256-3080

Condemnation Board Meeting

December 15, 2014 - 2:00 p.m.

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

AGENDA

- I. Call to Order by the Chairman***
- II. Approval of Minutes: November 17, 2014***
- III. Communications – Condemnation & Blight***
- IV. CONDEMNATION Old Business***
 1. 332 Meadow Street (Lexus property)
- V. CONDEMNATION- New Business***
- VI. BLIGHT ORDINANCE – Old Business***
 - a. 355 Kings Highway (Kings Hwy LLC c/o Paul Miller Buick)
 - b. 410 North Cedar (Boe)
 - c. 741 Old Stratfield Road
 - d. 92 Lovers Lane
 - e. 60 Vermont Avenue
 - f. 96 Adley Road
 - g. 277 Morehouse Drive
 - h. 1280 Stratfield Road
 - i. 559 Old Dam Road
 - j. 1008 Fairfield Beach Road
 - k. 98 Harris Street
 - l. 41 Four Seasons Road
 - m. 4185 Black Rock Turnpike
- VII. BLIGHT ORDINANCE – New Business***

Chapter 51

BLIGHT PREVENTION

[HISTORY: Adopted by the Representative Town Meeting of the Town of Fairfield 9-27-2004. Amendments noted where applicable.]

GENERAL REFERENCES

Citations hearings — See Ch. 11.

Buildings — See Ch. 56.

Fire prevention — See Ch. 64.

Littering — See Ch. 72.

Abandoned refrigerators — See Ch. 86.

Unfit properties and structures — See Ch. 100.

§ 51-1. Statutory authority; purpose.

- A. This chapter is enacted pursuant to the authority granted to the Town of Fairfield under Connecticut Statutes § 7-148(7)(H)(xv).
- B. This chapter prohibits any owner, agent tenant or person in control of real property located in the Town of Fairfield from allowing, creating, maintaining or causing to be created or maintained a blighted premise. The chapter also establishes penalties for violations of this chapter.

§ 51-2. Definitions.

For the purpose of this chapter, the following words, terms and phrases shall have the following meanings ascribed to them in this chapter.

BLIGHTED PREMISES

Real property, including any building or structure located thereon, which is and continues to be in a state of disrepair or is becoming dilapidated.

BLIGHT PREVENTION OFFICER

The Town official or officials designated by the First Selectman to act as Blight Prevention Officer(s). The Building Official, Fire Marshal and Director of Health shall be eligible to be blight prevention officers. The First Selectman shall designate one blight prevention officer to direct the blight prevention officers. **[Amended 5-19-2014]**

BUILDING or STRUCTURE

An edifice of any kind or any piece of work artificially built or composed of parts joined together in some form which is built or constructed on any real property. The words "building" and "structure" shall be construed as if followed by the words "or part thereof." Accessory buildings or structures, canopy, awnings, marquees, and each and every type of portable

equipment shall be considered "buildings" or "structures" within the meaning of this definition.

STATE OF DISREPAIR or BECOMING DILAPIDATED

In a physically deteriorating condition which, if left unabated, would cause an unsafe or unsanitary condition or a nuisance to the general public which may be evidenced by one or more of the following conditions:

- A. Multiple missing, broken or boarded up windows and/or doors;
- B. Collapsing or missing walls or roof;
- C. Seriously damaged or missing siding;
- D. Fire or water damage;
- E. Infestation by rodents or other pests;
- F. Excessive amounts of garbage or trash on the property;
- G. Inoperative or unregistered motor vehicles or inoperative boats parked, kept or stored on the premises unless garaged or the premises is properly permitted as a junkyard;
- H. Commercial parking lots left in a state of disrepair or abandonment; and
- I. Vacant buildings or structures left unsecured or unguarded against unauthorized entry.
- J. Graffiti. **[Added 3-23-2009]**

§ 51-3. Prohibition of blighted premises.

No owner, agent, tenant or person in control of real property located in the Town of Fairfield shall allow, maintain, or cause to be maintained, a blighted premises.

§ 51-4. Determination of violation.

- A. Upon receiving a written complaint of a possible violation signed by the complainant, the Blight Prevention Officer shall make an investigation.
- B. If after investigation a probable violation is found to exist, the Blight Prevention Officer shall serve written notice to the owner(s) and agent, tenant and/or person in control of the real property where the violation occurred. The notice shall be mailed by both regular mail and certified mail, return receipt requested, to the last known address of the owner(s) and agent, tenant and/or person in control other than the legal owner(s). A copy of such notice shall be sent to the Town Department of Social Services when the Blight Prevention Officer deems it appropriate. **[Amended 3-23-2009]**
- C. Such notice shall state the probable violation(s) and the conditions evidencing such violations and require the person to whom it is delivered to attend a hearing before the Town Condemnation Board to determine whether there has been a violation and, if so, to establish a plan for abatement of such violation, including the date by which such violation shall be fully abated.
- D. After the hearing the Town Condemnation Board shall make a written determination whether a violation has [in fact] occurred, the actions to be taken to abate such violation and the date by which such violation shall be fully abated. The date by which such

violation shall be fully abated shall not be less than 30 days from the date the written determination is mailed.

- E. The written determination shall be mailed by both regular mail and certified mail, return receipt requested, to the last known address of the owner, agent, tenant and/or person in control other than the legal owner.

[Amended 3-23-2009]

§ 51-5. Penalties for offenses.

Violations of the provisions of this chapter shall be punishable by a fine of \$100 for each day a violation exists after the date established in the determination of the Condemnation Board made under § **51-4D** for full abatement of such violation.

§ 51-6. Enforcement citations.

[Amended 3-23-2009]

If any violation remains unabated after the date established in the written determination of the Condemnation Board, the Blight Prevention Officer is hereby authorized and required to issue a citation to the violator in accordance with this chapter. The Blight Prevention Officer will forward a copy of said citation to the Town Attorney for recording if necessary. The final period for the uncontested payment of any citation under this chapter shall be 30 days after the mailing of or serving of the citation.

§ 51-7. Citation procedures.

The procedures established in the ordinance entitled "Ordinance Establishing a Hearing Procedure for Citations" *Editor's Note: See Ch. 11, Citations Hearings.* will apply to citations issued under this chapter.

§ 51-8. Recording of lien.

[Amended 3-23-2009]

Any unpaid fine imposed shall constitute a lien upon the real estate against which a fine has been imposed in accordance with Connecticut General Statutes § 7-148aa. Each such lien shall be continued, recorded and released as provided for in § 7-148aa. The Town Attorney shall record a lien in the Town Clerk's office against any real estate upon which a fine has been imposed and remains unpaid for 30 days or more.

§ 51-9. Municipal performance to correct; costs.

[Amended 3-23-2009]

In the event any owner, agent, tenant or person in control of real estate shall fail to abate or correct any violation specified in any notice, after the issuance of an enforcement citation for such failure, which citation has become final through the failure of such owner, agent, tenant, or person in control of real estate to appeal from the issuance of said citation, or by such appeal being sustained, the Town of Fairfield, acting through its Blight Prevention Officer, may cause or take such action as is necessary to correct such violation. The cost to take such action shall be a civil claim by

the Town against such owner, agent, tenant, or person responsible for such property and the Town Attorney may bring an action to recover all such costs and expenses incurred.

§ 51-10. Exemptions for pending special permit or site plan.

Any blighted premises for which a special permit or site plan application for improvements to the blighted premises is pending shall be exempt from the provisions of this chapter for a period of not more than 120 days from the date of submittal of a complete application to the Town Plan and Zoning Commission.

§ 51-11. Notice of Penalties Assessment with Clerk of Superior Court.

If enforcement citation fines levied in accordance with this chapter are not paid within 30 days, despite proper notice to the person found liable, the Blight Prevention Officer shall proceed as set forth in § **11-3B(4)** of Chapter **11**, Citations Hearings.

§ 51-12. Appeal of penalty assessment to Superior Court.

[Amended 3-23-2009]

A person against whom a judgment has been entered is entitled to judicial review in accordance with the provisions of § 7-152 (c) of the Connecticut General Statutes as set forth in § **11-4** of Chapter **11**, Citations Hearings. Penalties as provided in § **51-5** may be abated if the Condemnation Board determines that the appeal was taken in good faith, with probable cause and not for purposes of delay. The penalties as of the date of the judgment of the Superior Court judgment shall not be abatable.

§ 51-13. Effective date; reports; repealer. **[Amended 2-26-2007; 3-23-2009]**

- A. The effective date of this chapter shall be April 1, 2009.
- B. The Blight Prevention Officer will report annually to the Representative Town Meeting at its January meeting on the number of complaints received, the disposition of all complaints processed, and the number of complaints in process at the time of the report for the preceding calendar year.

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

From: **Carol** <carol.ponti@aol.com>

Date: Mon, Jan 12, 2015 at 7:06 PM

Subject: Penfield Request for Information

To: Pamela Iacono <pamelaiacono4fairfield@gmail.com>

Through you, Moderator Iacono, I would like my request for information to be routed to the proper contacts. This request might best be routed through to our CFO, who I think should be responsible for ensuring that financial data is presented to the RTM in a clear, precise, and comprehensive format.

The packet we received regarding the Penfield Pavilion, provides "P&L" summaries, which show Revenue and Expense streams per several building options. These pro-forma P&L's present summary-level numbers, by which we in the RTM are using to help us to understand the financial impact of the options; to prepare questions; to weigh the facts; and overall to make an informed vote 'yes' or 'no' on a Resolution to appropriate \$6.028M. These summaries are not clear, precise, and comprehensive.

By way of pursuing a presentation which is clear, precise, and comprehensive; I request an excel workbook, as follows.

Please provide, in an Excel Workbook:

- Schedules to support and explain the assumptions for the operational revenue and expenses.
- Schedules to support and explain the assumptions for the Debt Service and Cost of Capital.

I have attached an excel workbook to serve as a mock-up template, of the request for information that I am requesting.

This format: A summary page linked to detailed, supporting tabs which are detailed and exacting; is a routine format for organizing and presenting financial data. The supporting tabs should be set up to allow for simple modeling of the assumptions.

I will gladly provide further explanation of my request.

Thank you

Carol Pontrelli

[203-259-4761](tel:203-259-4761)

Carol.Ponti@aol.com

RTM D-9

Monday, January 12, 2015

Page 1 of 2 Pages

To:

Bob Mayer, CFO
Town of Fairfield, CT

and

To:

Joe Michaelangelo, Public Works
Town of Fairfield, CT

From:

Ellen Jacob
RTM District 9
203-259-3747
email: dancingusa@optonline.net

Through our RTM Moderator, Pam Iocono, I would like to ask two sets of questions regarding the proposed capital rebuild project for Penfield Pavilion. The first set concerns town debt and is for Bob Mayer; the second set is for Joe Michaelangelo regarding FEMA reimbursement history for Hurricane Sandy. Could we have answers by this Friday, January 16th, so they can be shared and reviewed by the body over the weekend in time for committee meetings Monday, January 19th? Please include both questions and answers when sending replies to the RTM body.

Sincere Thanks,

Ellen

FOR BOB MAYER

1. Please provide a schedule of actual annual debt service expenses for FY 2013-14 and projected or actual expenses for FY 2015-16. Could you break down the data into its various components (e.g., principal, interest, and any other costs if applicable, such as processing or debt service reserve fund contributions)?
2. Please complete the Debt Cost Breakdown table below with most current information:

CAP DEBT source	FY 2013-14	FY 2014-15	FY 2015-16
TOWN DEBT			
Total Debt Carried			
Debt Service Cost			
Cash Amt Needed to Cover			
SCHOOL DEBT			
Total Debt Carried			
Debt Service Cost			
Cash Amt Needed to Cover			
TOTAL Debt Service Cost			

**FOR JOE MICHAELANGELO (may need some numbers from other depts)
These are follow-up questions to some of your answers to Board of Finance
questions on 1/6/2015.**

1. Did I understand correctly the following statements:

There were about 30 repair projects at DPW — eligible for FEMA reimbursement due to Hurricane Sandy storm damage?

Neither cost amounts nor final FEMA reimbursement amounts could be known until the actual work was done and bills were generated?

The town had to downsize some projects to conform with final FEMA allowances which fell short of expected amounts (you mentioned South Pine Creek Dredging project, which FEMA claimed was not entirely warranted by Sandy damage, and the Fishing Peer restoration at South Benson)?

2. Would you please complete the following information for each FEMA-reimbursable project from Storm Sandy on which actual work was completed or begun?

Project Description (very brief, just for purposes of identification)

Date Work Began

Date Work Was Completed, If Applicable

Actual Cost of Project to Date and Date Payment Was Due from the Town

Amount Deemed Eligible by FEMA for Reimbursement

Actual Amount and Date of Project Reimbursement by FEMA to the Town

TOWN OF FAIRFIELD
Fair TV
Policies

I. PREAMBLE

FairTV is an electronic media production and distribution facility. It is supervised by the FairTV Committee, reporting to the First Selectman's Office.

The primary goal of FairTV is to make local government and education more accessible and understandable to the residents of Fairfield. Through the production and distribution of programming which covers a broad range of government and education information, this service will strive to assist local viewers understand how local government operates and what is happening in the public schools, what town services are available, how to better utilize town services and how the activities of town government affect the community.

The secondary goal will be to provide a vehicle for town government access to the cable television system (or other electronic media) for such vital uses as training, data transmissions and new opportunities for public communications.

II. OBJECTIVES

- A. To provide information about programs and services offered to the Fairfield community by town departments and town-funded agencies;
- B. To expand community awareness of local government and its decision-making process;
- C. To inform residents about the organization of town department and agencies;
- D. To provide a platform for students and teachers to demonstrate programs, activities and educational opportunities in the schools, from elementary through high school;
- E. To expand the availability of programs and services by transferring some presentations and educational materials to DVD, videotape or other electronic media;
- F. To enhance existing public information materials through cablecast or other electronic media presentation;
- G. To assist with internal training of town personnel by transferring some presentations or educational materials to DVD, videotape or other electronic media;
- H. To provide emergency information in the event of disaster or widespread service disruption.

III. PROGRAMMING POLICY

Government access materials are to meet the same standards of accuracy and objectivity which characterize existing public information materials produced by town departments and agencies.

A. General Provisions

1. Supervising Authority

FairTV is under the direct supervision of the FairTV Television Committee (the Committee). The Executive Producer is responsible for daily operation and oversight.

2. Production and Distribution Policies

FairTV will provide direct, nonpartisan information to the citizens of Fairfield concerning the operations and deliberations of the town's governmental entities and information of general civic importance to the community.

a) Primary Priorities

town's governmental entities and information of general civic importance to the community.

a) Primary Priorities

- 1) Local governmental legislative meetings:
Town Meetings
Board of Selectmen;
- 2) Local governmental commissions, boards, and committees:
Inland Wetlands and Water Courses Commission, Plan and Zoning Commission, Board of Finance, etc.;
- 3) Display information regarding meeting schedules of local governmental commissions, boards and committees;
- 4) Display information regarding agendas of local governmental commissions, boards, and committees;
- 5) Display information regarding services and programs offered by town departments and town-funded agencies;
- 6) Special programs or town wide events;
- 7) Programs regarding town services:
recreation, public safety/crime prevention, fire safety, highway maintenance, animal control, tax assessment/collection, health services, elections, youth, town records/permits, veterans, etc.;

b) Secondary Priorities

- 1) Reports to citizens from elected or appointed public officials:
First Selectman, state and federal officials, etc.;
- 2) Programming obtained from outside sources to supplement locally produced government programming;
- 3) Public Service announcements;
- 4) Display information regarding noncommercial community events;
- 5) State or federal government meetings of special local interest;
- 6) Special productions which feature community services provided by private, nonprofit organizations which are funded, in part, by the Town of Fairfield.
- 7) Link to the Connecticut Television Network to allow broadcast on FAIR TV E&G.

3. Production and Distribution Prohibitions

Programs which contain, in whole or in part, any of the following subject matter will not be produced or distributed.

a) Commercial Message or Material

Anything promoting a product or service, with the primary objective of producing a monetary profit for a specific organization or individual, will not be produced or distributed.

Note: This is not to preclude incidental mention of a business or product as part of a program where the primary purpose is to disseminate information of public benefit. Business, individuals and organizations may be acknowledged for assistance in the production of a program or the provision of other means of support.

7. Requests for Copies

A. Requests for Copies by Departments and Nonprofit Agencies: Town departments and the nonprofit agencies which are funded, in part, by the Town of Fairfield, may request copies under the following conditions:

1) Copy of copyright cleared program {See Section 7.C.(6)} or recorded locally by a municipal department or town-funded agency:

- | | |
|-------------------------|--------------------------|
| a. Non-profit agency | cost of DVD or videotape |
| b. Municipal department | cost of DVD or videotape |

2) Copy of program recorded by FAIR TV E&G:

- | | |
|-------------------------|--------------------------|
| a. Non-profit agency | cost of DVD or videotape |
| b. Municipal department | cost of DVD or videotape |

B. Requests for Copies by the General Public: Members of the general public may request copies of programs under the following conditions:

- | | |
|---|--|
| a. Copy of program recorded locally by a municipal department or town-funded agency | \$20.00 per DVD
\$37.00 per videotape |
| b. Copy of program recorded by FAIR TV E&G | |
| i) program host, moderator, or guest | cost of DVD or videotape |
| ii) all others | \$20.00 per DVD
\$37.00 per videotape |
| c. Copy of public meeting or public event recorded by FAIR TV E &G | \$20.00 per DVD
\$37.00 per videotape |

C. Additional Guidelines

- 1) Programs will be copied from completed programs only and must be copied in their entirety *with the exception of public meetings*;
- 2) Programs which are considered "current" (i.e. scheduled for cablecast or other public distribution may not be readily available for copying);
- 3) Programs are **not** the official record of public meetings;
- 4) Copies will be made on DVD or videotape which conforms to FAIR TV E&G equipment
- 5) Copyrighted programs, for which FAIR TV E&G has clearance for cablecast or other distribution only, **cannot** be copied;
- 6) Copyrighted programs, for which a town department or agency has received written permission for duplication, may be copied.

8. Use of Production Equipment

- A. Municipal Employees: Employees of town departments who have been certified in the operation of portable, studio or editing equipment may apply for the use of such equipment, providing that the equipment will be used to produce or edit material for an approved project. Training sessions may be scheduled on an as needed basis.
- B. Employees of Nonprofit Organizations and Members of the General Public: Employees of nonprofit organizations which are funded, in part, by the Town of Fairfield and residents of Fairfield who have been certified in the operation of portable, studio or editing equipment may apply for the use of such equipment. Determination of availability of the equipment shall be in the discretion of the Coordinator. Said equipment may only be used under the direct supervision of the Coordinator or an approved designee.
- C. Prohibited Uses: Equipment which is under the supervision of FAIR TV E &G may not be loaned, rented or used for personal or commercial use.

9. Program Copyright and Program Producer Identification

- A. Program Copyright: All programs produced by FAIR TV E &G or by a town department will carry an *All Rights Reserved* message which identifies the Town of Fairfield as the potential holder of a formal copyright for the program. When deemed necessary, FAIR TV E&G will secure formal copyrights for individual productions.
- B. Program Producer Identification: All programs produced or distributed by FAIR TV E&G will be identified by producer or source of programming. The identification may be in the form of credits at the beginning and/or end of each program.

10. Program Schedule

- A. Scheduling Authority: Program scheduling is the sole responsibility of the Executive Producer.
- B. Scheduling Priorities: Scheduling will be performed on a first come, first served basis with the exception of public meetings which will always be given a priority. Scheduling will be in accordance with the policies of FAIR TV E&G and the availability of staff, equipment and other resources.

11. Community Information Message Display Announcements

- A. Eligibility: Information for distribution on the Community Information Message Display may be submitted by any government department, town-funded agency, bona-fide nonprofit organization which serves the residents of the Town of Fairfield, or committee established to coordinate an event or activities which are open to the general public.
- B. Prohibitions: Messages may not be commercial in nature and may not solicit funds. General information about fundraising events may be provided. Events or services must be open to the general public and may not discriminate on the basis of age, sex, race, religion, national origin or physical impairment.
- C. Announcement Forms: Those submitting announcements are asked to use such forms as may be provided by FAIR TV E&G or the Executive Producer. All information must be legible and state clearly the timeframes in which the announcement is to be aired.

and opportunities for federal and state legislators who represent Orange.

- c) Statements by announced candidates for public office will be permitted in the regular discourse of a public meeting (pursuant to the rules of such meeting) or within a forum of public debate with other declared candidates under the oversight of a non-partisan third party using mutually agreeable ground rules.

IV. ENDORSEMENTS

At no time will FAIR TV E&G endorse specific brand name products or service providers.

V. EDITORIAL RIGHTS

FAIR TV E&G is an operating entity of the Authorized by Town of Fairfield and, as such, reserves the right to identify any material as unsuitable for production or distribution.

VI. WARRANTY

The Town of Fairfield, its officers, employees and agents do not warrant the accuracy of any information distributed by FAIR TV E &G.

VII. REVISIONS

This policy manual and the associated procedures shall be subject to change, revision and amendment and shall be so enacted by a majority vote at a meeting of the Committee.

FAIR TV OPERATIONAL COMMITTEE

Purpose

To promote, produce and distribute public cable TV programming on town specific cable television channels (Ch 78 & 79) regarding governmental, cultural and educational activities and issues within the town and to provide public access information to citizens on behalf of the Town of Fairfield.

Committee Membership

Five to seven members appointed by the Board of Selectmen, including one member who is also serving on the Area 2 Cable Advisory Council.

Charge

- 1.) To provide a broad range of government information for citizens of the Town of Fairfield thru cablecast and all other electronic media presentations, including information on programs, services and town activities.
- 2.) To provide for the ability of town departments and agencies to reach out to the public through cable TV and to inform the public regarding operations of government and of educational institutions.
- 3.) To establish objective and nonpartisan production, distribution and programming policies and procedures for operating cablecast and to recruit and train volunteer programming staff.
- 4.) To create bylaws for Fair TV efforts on behalf of the town and to work with the Area 2 Cable Advisory Committee.
- 5.) Any applications for town grants must be approved by the Board of Selectmen prior to filing said application.

Duration

Committee members shall serve a term ending on March 31, 2015 and issue a report to the BOS prior to June 30, 2014 and the report should include but not be limited to recommendations for the future of Fair TV, modifications and recommendations to the Charge and a report on the year-to-date operations.

This Committee shall terminate March 31, 2015.

*Revised 12/3/2014 - BOS

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 Public, 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. Primary Content.

FairTV shall record, produce, broadcast, re-broadcast and “Internet-stream” gavel-to-gavel, regularly scheduled meetings of 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. 74-4. Secondary Content.

The FairTV Commission may authorize additional programming related to Fairfield town government and the Fairfield Public Schools such as gavel-to gavel meetings of town bodies not part of the primary schedule, events related to town government or the public schools, such as ceremonies, public meetings, parades, athletic competitions and channel appropriate, non-partisan, informational programming produced by FairTV.

Sec. 74-5. 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. 74-6. 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. 74-7. 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 prior mutual agreement with those authorities. These bulletins are to be in written form in order to be delivered over the system's broadcast emergency sub-channels.

Sec. 74-8. Rights of Use

No elected or political party official may produce, host, or be featured in secondary content programs. However, elected or political party officials' participation in town government or public schools-related events such as public meetings, ceremonies, parades or athletic competitions shall not bar said events from consideration for broadcast as secondary content.

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Sec. 74-9. Commission Created; membership; compensation.

- A. There shall be a FairTV Commission that 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.
- B. No member of the FairTV Commission shall receive compensation for service.

Sec. 74-10. 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 in accordance with Section 74-9.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. 74-11 Jurisdiction.

- A. The FairTV Commission shall oversee the operations of the FairTV Broadcast 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. The Commission shall serve as the sole policy-making authority regarding broadcast content, acting strictly however within the broadcast standards established herein Sect.74-3 through Section 74-8. These standards may only be revised by ordinance of the Town of Fairfield.
 - C. The Commission shall act as the oversight and selection authority for any and all employees, contractors, vendors and volunteers needed to operate the FairTV Broadcast System in a manner consistent with requirements of fairness expressed in the Town Charter in Article XI, Section 4 and in consultation with the Town Human Resources Department and Town Purchasing Department.
 - D. The Commission shall adopt such policies as it deems appropriate to assure procedures for the orderly and prompt performance of the Commission's duties and the system's continued efficient operation.

Sec. 74-12 Professional Services.

The Commission shall develop criteria for all contracts and/or agreements for professional services in furtherance of the purposes for which the Commission was created, including for the delivery of services it requires, in consultation with the Town Human Resources Department and/or the Town Purchasing Department.

Sec. 74-13 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 efficient, cost effective broadcast operations.
- B. Deliver broadcast content of the legislative, educational, executive, financial and land use meetings of the Town of Fairfield.
- C. Regulate broadcast system operations and standards within the limits of Sections 74-3 to 74-8.
- D. Acquire, provide and maintain equipment necessary for the timely execution of the Commission's duties.
- E. 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.
- F. Members shall serve as the Town of Fairfield and the Fairfield Board of Education representatives to the Cable Advisory Council of Area 2 (CAC2).

Sec. 74-14 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

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year held in the Information Technology Department Budget shall henceforth be expended at the direction of the FairTV Commission.

- B. The FairTV Commission shall prepare, present and oversee budget requests and appropriations for the System in accordance with Town of Fairfield budget procedures.
- C. The FairTV Commission shall author annual grant requests to Cable Advisory Council of Area 2 and the grant process post-award report.
- D. The FairTV Commission shall author grant requests to any other video service providers for the Town of Fairfield as needed.

**G. David Mackenzie
505 Merwins Lane
Fairfield, CT 06824**

January 9, 2015

Through:

Ms. Pamela Iacono, RTM Moderator

To:

Mr. Gerry Lombardo
Parks & Recreation Director
75 Mill Plain Road
Fairfield, CT 06824

Dear Gerry,

As you know, after its approval by the Board of Selectmen and the Board of Finance, the proposal to repair and restore Penfield Pavilion under Option 7A must now be approved by the RTM.

Several members of the BOS and BOF have based their support for the proposal, in part, on the projections of positive cash flow from the banquet hall operation. As you also know, some questions have been raised about those cash flow projections.

In order to ensure that members of the RTM make a well-informed decision, I would appreciate it if you would respond to the following questions in advance of the RTM committee meetings on this subject which are scheduled for January 19th and 21st.

First, using the projections provided by the Finance Department at the recent BOF meeting, in the first Twenty Years of Operation, Options 7, 7A, and 9 will all generate a Surplus from Operations. Here is my summary of the data, but I would appreciate your confirmation that it is accurate.

	SURPLUS FROM OPERATIONS		
	Banquet Hall, No Lockers	Banquet Hall, Lockers	No Banquet Hall, No Lockers
	Option 7	Option 7A	Option 9
Year 1	91,500	132,500	27,500
Year 2	176,670	208,690	27,230
Year 3	202,333	231,733	26,956
Years 4-20	3,439,661	3,939,461	458,252
Subtotal	3,910,164	4,512,384	539,938
Inflation	690,432	790,754	91,995
Total Surplus	4,600,596	5,303,138	631,933

It is interesting to note that approximately 15% of the projected surplus is attributable to the assumption that both revenues and costs will increase at a 2% annual rate over this 20-year period.

Second, I'm assuming that the revenues and expenses associated with the Banquet Hall can be derived by subtracting the numbers for Option 9 (No Banquet Hall) from the numbers for Option 7 (With Banquet Hall). With that in mind, could you please confirm the following data:

	Banquet Hall, No Lockers			No Banquet Hall, No Lockers					
	Option 7			Option 9			Option 7 minus Option 9		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Revenue									
Rental Penfield I	75,000	147,000	175,000	-	-	-	75,000	147,000	175,000
Changing Rooms	-	-	-	-	-	-	-	-	-
Concession Fee	47,000	48,400	49,900	23,000	23,700	24,400	24,000	24,700	25,500
Parking Revenue	40,000	60,000	60,000	40,000	40,000	40,000	-	20,000	20,000
Total Revenue	162,000	255,400	284,900	63,000	63,700	64,400	99,000	191,700	220,500
Expenses									
Salary/Wages	39,000	46,400	49,400	17,000	17,500	18,000	22,000	28,900	31,400
Operations	15,000	15,500	16,000	10,000	10,300	10,600	5,000	5,200	5,400
Flood Insurance	4,000	4,080	4,162	4,000	4,080	4,162	-	-	-
Electric	12,500	12,750	13,005	4,500	4,590	4,682	8,000	8,160	8,323
Total Expenses	70,500	78,730	82,567	35,500	36,470	37,444	35,000	42,260	45,123
Net Profit	91,500	176,670	202,333	27,500	27,230	26,956	64,000	149,440	175,377

Based on these data, I would appreciate answers to the following questions:

1. You expect revenues from a second banquet hall on Penfield Beach to rise from \$75,000 to \$ 175,000 from Year 1 to Year 3 (or from 81 to 189 events at an average fee of \$925 per event) and then level off. What allowance, if any, is made for an adverse effect on the \$100,000 in annual revenues currently generated by Durrell Pavilion? What allowance, if any, is made for economic cyclicity over a 20-year period that would adversely affect revenues during economic downturns?
2. Why does the presence of a banquet hall increase the Concession Fee for Option 7 vs. Option 9?
3. Why does the presence of a banquet hall increase Parking Revenue for Option 7 vs. Option 9?

4. Between Years 1 and 3 in Option 7, there is a 133% increase in the number of banquet hall events (189 vs 81). Why do the following line items show much smaller increases?
 - a. Salary/Wages are up only 43% (\$9,400).
 - b. Operations costs are up only 8% (\$400).
 - c. Electric costs are up only 4% (\$323).

5. Why is there no allowance for the following expenses?
 - a. **Heating**, since the banquet hall would be a year-round facility.
 - b. **Water**.
 - c. **Property & Liability Insurance**.
 - d. **Maintenance & Repairs**, since the banquet hall will be heavily used.
 - e. **Marketing**, since you stated at one meeting that it might cost \$30,000 per year.
 - f. **Security System**, plus the additional demands on Police.
 - g. **Overall management** of the banquet hall since booking 189 events per year will require substantial management and administrative time (e.g. to respond to inquiries from prospective users; to process applications; to track rental fees, security deposits, and refunds; to ensure compliance with insurance, liquor liability certificates, liquor licenses, public health and safety regulations; to arrange deliveries; to monitor conduct, compliance with curfews, noise regulations, set-up, break-down, trash removal and cleaning requirements; to maintain financial records and bank accounts; and to create and execute a marketing plan). The cost of benefits for the manager should be included since this is not seasonal employment.

6. For a better understanding of all of the revenue and expense issues, it would be helpful to also have a Profit & Loss statement for the Jackie Durrell Pavilion over the last five years.

Based on the considerations listed above, the cash flow differential for having the banquet hall (versus not having it) might realistically be modified as follows:

O Current Net Cash Flow projected for the Banquet Hall in Year 3:	~ \$ 175,000
O If allowance is made for the negative impact on revenues from Durrell and for economic cyclicalilty:	-25,000
O If Parking and Concession revenue didn't increase:	-45,500
O If Salary/Wages, Operations, and Electric go up 100% when rentals increase by 133%:	<u>-25,000</u>
Adjusted Net Cash Flow projected for the Banquet Hall:	\$ 79,500

This adjusted \$ 79,500 surplus could easily be consumed by the costs that were not included in your projections (like management, marketing, heating, water, etc.) meaning that the Banquet Hall might at best generate only a modest operating surplus and would not be able to pay for itself. Instead, the debt service on the \$2 million cost of the Banquet Hall*, which would average \$131,500 per year for the first 20 years based on the Finance Department's formula, would cost the Town \$2.63 million over that period. Do you agree?

* Note: The difference between the projected cost of Option 7 (\$4.55 million) and Option 9 (\$2.86 million) is only \$1.7 million, but the cost of the latter is inflated because, unlike the former, it assumes no re-use of existing fixtures, equipment and materials.

I would appreciate your comments and insights on these questions and thank you in advance for your cooperation and help.

Sincerely,

G. David Mackenzie

RTM – District 3

cc: Mr. Michael C. Tetreau
Mr. Thomas Flynn
Ms. Pamela C. Iacono
Mr. James P. Bradley
Mr. Robert Mayer
Mr. Edward J. Bateson

January 6, 2015

Penfield Building Committee – Penfield Pavilion Repair Project

Option 1 – Repair and protect in place

Project scope: Repair/rebuild damaged and undermined footings and structural floor and framing elements. Rebuild decks ramps and stairs. Repair building mechanical, electrical plumbing (MEP) infrastructure and interior drywall, interior trim and finishes all in accordance with the scope of repair work as determined by the insurance company and included in the May 2014 insurance settlement with the Town. Damaged foundation footings to remain in place and underpinned (extended deeper), building to be leveled and structural elements repaired or replaced. Building interior damage and MEP infrastructure to be repaired if damaged by original storm event.

Additional scope: Fill in gaps along the existing timber bulkhead, place protective rip rap stone along the outboard face of the bulkhead below existing grade of the beach. Cover and protect repaired and underpinned West Wing footings with an 18 inch thick blanket of graded stone, construct a low timber or other type bulkhead or wall along the north (parking lot) side of the building to contain the proposed stone blanket. Finished site elevation to remain at +10. Note: Building Department concerns regarding locker wing (East Wing) floor.

Estimated total project cost: \$3,227,045 (1)

Estimating criteria: Access to original project drawings, insurance claim line item scope of repairs, outline scope of work narrative. Better than conceptual estimate, however risk of hidden damages, especially MEP and unknown soil conditions.

Estimated project schedule: Design 3 months + Construction 7 months.

PBC evaluation and recommendation: High risk of construction costs exceeding FEMA 50% repair cost criteria potentially resulting in new pile supported foundations, raising and repairing building to new “V” Zone elevation resulting expanded scope and added cost. Risk of re occurrence of storm damage. Concerns regarding quality of existing soil (sand) below foundation footings and concerns regarding ability to obtain unqualified engineering sign-off. Low probability of FEMA funding and loss of State grant. Committee rejected this option.

Notes: (1) Excludes costs to date.

January 6, 2015

Penfield Building Committee – Penfield Pavilion Repair Project

Option 7 – Repair West Wing and reset on new pile supported foundation at new FEMA V Zone elevation – eliminate East Wing.

Scope: Raise and temporarily relocate West Wing to parking lot, construct new timber pile supported foundation, repair/reconstruct floor framing and structural elements, move and re set West Wing on new foundation at new FEMA V Zone elevation. Repair building interior and mechanical, electrical and plumbing (MEP) systems, interior drywall, trim and finishes. See Schematic Design documents site plan, floor plan and elevations, August 2014. (See 12-2-14 Presentation Sheets A-G)

Demolish and remove East Wing structure and foundations. Design and construct new smaller addition to West Wing including new restrooms, showers, changing areas and day lockers. Redesign and construct new decks, ramps, walks and stairs. Finished site elevation at +12. (See 12-2-14 Presentation Sheets A-G)

Additional Scope: Fill in gaps along existing bulkhead, place protective rip rap stone along outboard face of timber bulkhead below existing grade of beach.

Estimated total project cost: \$4,550,383 (1)

Estimating criteria: Schematic Design drawings developed for this option. Project cost represents an estimate based on documentation as noted above and is a higher quality than conceptual.

Estimated cost of additional scope protection measures (included in total project cost above): \$205,000

Estimated project schedule: Design 3 months + construction 7 Months

PBC evaluation and recommendation: This repair option represents an engineered solution, incorporates current code and FEMA V Zone requirements, assumes FEMA required deep (pile) foundation, significantly reduces risk related to future storm damage, reduces size and mass of the facility, creates more beach area. Retains projected income from “Gathering Hall” rentals. The Committee recommended this option.

Note (1): Excludes costs to date.

January 6, 2014

Penfield Building Committee – Penfield Pavilion Repair Project

Option 7A – Repair West Wing assuming Option 7 and reconstruct East Wing (lockers) on new pile supported foundations at new FEMA V Zone elevation.

Scope: Raise and temporarily relocate West Wing to parking lot, construct new timber pile supported foundation, repair/reconstruct floor framing and structural elements, move and re set West Wing on new foundation at new FEMA V Zone elevation, repair building interior and mechanical, electrical and plumbing (MEP) systems, interior drywall, trim and finishes. See Schematic Design documents, site plan, floor plan and elevations, August 2014. (See 12-2-14 Presentation Sheets A-G)

Demolish existing East Wing (lockers). Redesign and reconstruct East Wing on new timber pile supported foundation to new FEMA V Zone elevation. New East Wing design to retain storage lockers and restroom functions. Existing layout and arrangement of spaces may be modified within existing footprint. Decks, walkways ramps and stairs to be modified and redesigned to accommodate Option 7 schematic design. Finished site elevation at +12.

Additional Scope: Fill in gaps along existing bulkhead, place protective rip rap stone along outboard face of timber bulkhead below existing grade of beach.

Estimated total project cost: \$6,028,709 (1)

Estimating criteria: Conceptual estimate based, in part, on Option 7 schematic estimate.

Estimated cost of additional scope protection measures (included in total project cost above): \$205,000

Estimated project schedule: Design 4 months + construction 8 months.

PBC evaluation and recommendation: Originally not recommended by the Committee. Committee re visited this option, and identified it as Option 7A, based on discussion before the BOF and subsequent recommendation by the Parks and Recreation Commission by Parks and Recreation Commission to include the lockers assuming that locker income would reduce estimated cost to the Town. The Committee agreed to add 7A recommend this option.

Note (1): Excludes costs expended to date.

January 6, 2015

Penfield Building Committee – Penfield Pavilion Repair Project

Option 8 – Complete demolition and removal of the existing pavilion facility.

Scope: Remove all incoming services and cap off at street. Demolish and remove existing building and foundations, mechanically clean sand. Add sand, and stone reinforced core as required, to re grade and berm along north side of site to finished elevation +12 from Rickards Beach to Durrell Pavilion. Design and construct stairs and ramps to provide access from parking lot to beach area at two locations. Excavate and remove top five feet of existing timber bulkhead, backfill and re grade beach area. Finished site elevation to be +12.

Additional Scope: None

Estimated total project cost: \$913,262 (1)

Estimated cost of additional scope for protection measures (included in total project cost above): N/A

Estimated project schedule: 3 months

PBC evaluation and recommendation: Committee rejected this option based on need for public beach services (restrooms, first aid, lifeguard quarters) and desire for convenience and public access space and services (covered deck space, concession service). Committee also recognized loss of net income.

Note (1) Costs expended to date excluded

January 6, 2015

Penfield Building Committee – Penfield Pavilion Repair Project

Option 9 – Demolition of the existing pavilion building and foundations, design and construction of a new smaller pavilion facility excluding lockers and Gathering Room.

Scope: Complete demolition and removal of existing building and foundations. Design and construct a new smaller seasonal beach pavilion to current code and FEMA V Zone requirements. Assume new timber pile supported foundations. Design program to assume approximately 2,500 gross square feet (gsf) of building interior space accommodating restrooms, showers and changing areas (including family designated), day lockers, food concession and supporting kitchen facilities, lifeguard and first aid rooms, MEP and storage rooms. Building exterior to assume approximately 3,500 gsf of covered and uncovered deck, ramps and stairs. Finished site elevation to be +12.

Additional Scope: Fill in gaps along the existing timber bulkhead, place protective rip rap stone along the outboard face of the bulkhead below existing grade of the beach.

Estimated total project cost: \$2,862,868 (1)

Estimating Criteria: Conceptual estimate. Design program for the smaller facility includes input from Parks and Recreation regarding experience with existing facilities, input from Wiles+Architects, cost data from similar project completed 2010 and public comment.

Estimated cost of additional scope for protection measures (included in total project cost above): \$335,000

Estimated project schedule: Design 4 months + construction 8 months.

PBC evaluation and recommendation: The Committee review of Option 9 included input from the project engineer and construction manager regarding replication of the existing design program and the original project architect regarding a new conceptual design. The Committee rejected this option based on loss of income to the Town.

Notes: (1) Excludes costs to date.



**Penfield Pavilion Repair
Town of Fairfield, CT
Town of Fairfield
DeStefano & Chamberlain
Renovation / Replacement**

Estimate

11/18/2014

Space/Use	Option 1	Option 7	Option 7A	Option 8	Option 9
Covered Deck	6,000	5,000	6,000	0	2,500
Open Deck/steps/ramps	6,000	2,500	7,000	0	1,000
On grade boardwalks	0	6,500	0	0	0
Hallway/Circulation	1,265	1,165	1,265	0	0
Great Hall	2,780	2,780	2,780	0	0
Kitchen/Concession spaces	1,200	1,200	1,200	0	900
Restrooms/showers/J.C.	2,500	2,310	2,500	0	900
Lockers	7,365	0	7,365	0	0
First Aid	275	275	275	0	200
Lifeguard	360	360	360	0	300
Office	210	210	210	0	0
Mechanical spaces	160	300	160	0	100
Storage	265	365	265	0	100
Garage	335	335	335	0	0
Total enclosed building	16,715	9,300	16,715	0	2,500
Grand Total sf	28,715	23,300	29,715	0	6,000
Total cost (Shawmut 11-18-2014)	\$3,227,045	\$4,550,383	\$6,028,709	\$913,262	\$2,862,868
Total cost/sf	\$112	\$195	\$203	N/A	\$477
Following Breakouts Included Above					
Site Development, Bulkhead Protection	\$ 888,967	\$ 791,072	\$ 848,088	\$ 613,526	\$ 773,996
	\$ 30.96	\$ 33.95	\$ 28.54		\$ 129.00
Special Foundation Work, Structural Repair	\$ 469,055	\$ 1,248,991	\$ 1,750,265	\$ -	\$ 175,370
	\$ 16.33	\$ 53.60	\$ 58.90		\$ 29.23
Building Structure & Decks	\$ 752,443	\$ 862,779	\$ 1,301,260	\$ 42,000	\$ 809,976
Finishes,	\$ 26.20	\$ 37.03	\$ 43.79		\$ 135.00
Mech, Plumbing, Electrical, Fire Protection	\$ 87,126	\$ 224,562	\$ 284,762	\$ -	\$ 235,600
	\$ 3.03	\$ 9.64	\$ 9.58		\$ 39.27
General Conditions, Contingency, Fees	\$ 848,179	\$ 1,254,388	\$ 1,649,279	\$ 215,149	\$ 700,980
	\$ 29.54	\$ 53.84	\$ 55.50		\$ 116.83
Professional Fees	\$ 181,275	\$ 168,592	\$ 195,055	\$ 42,587	\$ 166,946
	\$ 6.31	\$ 7.24	\$ 6.56		\$ 27.82
Project Total	\$ 3,227,045	\$ 4,550,383	\$ 6,028,709	\$ 913,262	\$ 2,862,868

Town of Fairfield

**Schedules of Estimated Ineligible FEMA Work for Option 7A
and Impact on FEMA Reimbursement and Net Town Cost**

Penfield Pavilion I

January 5, 2015

Town of Fairfield
Schedules of Estimated Ineligible FEMA Work for Option 7A, FEMA Reimbursement and Town Funding
Penfield Pavilion I

Schedule of Estimate of FEMA Reimbursement and Required Town Funding

OPTION 7A

Repair & Elevate With Lockers

Total Project Cost	\$6,028,709	
Less: Total Estimated Ineligible	(866,877)	A
Net Project Cost	5,161,832	
Less: Insurance Recovery Funds Including Deductible	(2,250,000)	
Plus: FEMA Credit Toward Deductible	1,000	
Less: CDBG Funds #2	(300,000)	
Net Facility Cost for FEMA Reimbursement Calculation	\$2,612,832	

FEMA Reimbursement @ 75%	\$1,959,624
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Town Funding for Project

Total Project Cost	\$6,028,709
Less: FEMA Reimbursement @ 75%	(1,959,624)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	3,344,085
Less: Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	\$1,594,085

Estimate of Ineligible Costs

<u>Project Stage</u>	<u>Cost</u>	<u>Estimated % Ineligible</u>	<u>Estimated \$ Amount Ineligible</u>	
In-kind Repair & Replacement of Items Above Finished First Floor Elevation (Includes Demolition)	\$3,064,719	5%	\$153,236	
All Work Below Finished First Floor Elevation (Floor Beams & Joists, Columns, Grade Beam, Pilings)	\$2,425,904	15%	\$363,886	
Site Work Not Part of Actual Building (Beach Bulkhead, etc.)	\$538,086	65%	\$349,756	
	\$6,028,709		\$866,877	A

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
for Option 7A Unadjusted and Adjusted for Estimated Ineligible Costs
First Twenty Years of Operation
Penfield Pavilion I


	Unadjusted for Estimated Ineligible Costs	(1)	Adjusted for Estimated Ineligible Costs	(1)	Difference
	<u>Option 7A</u>		<u>Option 7A</u>		
	Repair & Elevate With Lockers		Repair & Elevate With Lockers		
Revenue					
Rental Penfield 1	\$3,969,155		\$3,969,155		\$0
Changing Rooms	889,668		889,668		\$0
Concession Fee	1,163,874		1,163,874		\$0
Parking Revenue	1,394,739		1,394,739		\$0
	<u>7,417,436</u>		<u>7,417,436</u>		<u>\$0</u>
Operational Expenses					
Salary/ Wages	1,340,294		1,340,294		\$0
Operations	373,097		373,097		\$0
Flood Insurance	97,189		97,189		\$0
Electric	303,717		303,717		\$0
	<u>2,114,298</u>		<u>2,114,298</u>		<u>\$0</u>
Surplus From Operations	<u>5,303,138</u>		<u>5,303,138</u>		<u>\$0</u>
Debt Service - New Facility	1,236,100	(2)	2,090,850	(3)	(\$854,750)
Total Surplus From Operations	<u>4,067,038</u>		<u>3,212,288</u>		<u>\$854,750</u>
Cost of Capital - Insurance Recovery Funds	2,301,250	(4)	2,301,250	(4)	\$0
Net Surplus/Loss From Operations after Cost of Capital	<u>1,765,788</u>		<u>911,038</u>		<u>\$854,750</u>
Insurance Recovery Surplus	0		0		\$0
Interest Income on Ins. Recovery Surplus	0		0		\$0
	<u>0</u>		<u>0</u>		<u>\$0</u>
Grand Total Surplus From Operations	<u><u>\$1,765,788</u></u>		<u><u>\$911,038</u></u>		<u><u>\$854,750</u></u>

(1) Revenue & Expense increased 2% per year for years 4 through 20 as shown in the Penfield Analysis Schedule.

(2) Represents debt service of \$940,000 for facility at 3%.

(3) Represents debt service of \$1,590,000 for facility at 3%.

(4) Represents proforma debt service at 3% of insurance recovery funds of \$1,750,000.

	Penfield Pavilion Repair Town of Fairfield SDC PROJECT NUMBER 140543 COST SUMMARY SHEET					
	PROJECT :	Penfield Pavilion Repair				Estimator DH
	LOCATION :	Town of Fairfield, CT				18-Nov-14
	CLIENT :	Town of Fairfield				
	ARCHITECT :	DeStefano & Chamberlain				
TYPE OF WORK :		Renovation / Replacement				
DATE :		11/18/2014				

**Town of Fairfield
Penfield Pavilion I
Debt Issued
(In Thousands)**

Completion Year: 2011
Construction Cost To Date: \$4,601 (1)

<u>Date</u>	<u>Debt Issued</u>	<u>Total P & I (2) Debt Service</u>	<u>Outstanding Balance (2) @ 7/1/2015</u>
July 2007	\$485	\$598	\$154
July 2009	175	215	137
July 2011	3,080	3,962	3,565
Totals	<u><u>\$3,740</u></u>	<u><u>\$4,775</u></u>	<u><u>\$3,856</u></u>

(1) Paid for as follows:

Debt Issued	\$3,740
Park and Rec Trust	250
CDBG	400
UI	35
To Be Bonded	176 *
Total Construction Cost	<u><u>\$4,601</u></u>

*Projected Debt Svc. \$230

(2) Adjusted for Bond Premium Proceeds

**Town of Fairfield
Penfield Pavilion I
FEMA Primer**

Repair Cost

The cost to repair a damaged facility to the condition as it was prior to the Storm. That is, up to the same functionality, footprint and purpose.

Replacement Cost

The cost to demolish and rebuild a facility as it was. Includes cost of bringing facility into compliance with current building codes.

Cost Estimate Format-CEF

The calculations used by FEMA to determine the estimate of eligible costs to repair a damaged structure. The current CEF calculation by FEMA for Penfield is \$4,128,000.

This calculated amount is the amount used by FEMA to determine the maximum reimbursement available to Fairfield for alternative projects. The CEF calculation is also used in the fifty percent rule calculation. The CEF is still being negotiated.

Benefit Cost Analysis—BCA

The BCA is a supplemental analysis to the CEF. The BCA calculation incorporates the economic impact to the Town from the loss of revenue to the Town and local businesses as a result of the facility's damage. It is generally expected that the BCA will increase the likelihood the Town may satisfy the fifty percent rule. It is also *possible* that, if the BCA results in a high enough ratio of cost to financial impact to the Town, that mitigation costs *greater than the cost of repair may be approved*.

Fifty Percent Rule

The fraction of the repair cost divided by the FEMA calculated replacement cost. If the resultant fraction is greater than one half, the Town may receive up to the total calculated replacement cost toward the Town's reconstruction efforts.

Mitigation

Work performed to reduce potential future damage.

Mitigation Eligible for Reimbursement

Mitigation work performed to reduce the potential of future damage similar to damage incurred by the Storm which created the damage. Mitigation work must be cost effective and is limited to fifteen percent of damage unless damage qualifies under certain criteria that allow mitigation costs to go up to 100% of repair costs. Penfield qualifies for the 100% reimbursement level as significant flood damage is a qualifying event. Mitigation cost may not *normally* exceed the cost of repairs.

FEMA Regulation Focus

If the Town qualifies for repair reimbursement, the repair reconstruction work is tightly regulated and funds are approved based upon actual expenditures for eligible repair costs.

If the Town qualifies for replacement reimbursement, the PW is capped at the estimated replacement cost and it is the capped replacement cost that is regulated. Replacement reimbursement allows for an improved project. As an improved project, all cost effective mitigation and other features to make the building better would be reimbursable expenditures as long as work performed is consistent with returning the facility to its original form, fit and function.

Town of Fairfield
Penfield Pavilion I
Options - Original Building Repair and/or Improve

<u>OPTION 7</u>	
<i>Repair & Elevate Without Lockers</i>	
13,971 square feet	
<u>FEMA Reimbursement Calculation</u>	
Total Project Cost	\$4,550,383
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Less: CDBG Funds #2	(300,000)
Net Facility Cost for FEMA Reimbursement Calculation	<u>\$2,001,383</u>
FEMA Reimbursement @ 75%	\$1,501,037
<u>Town Funding for Project</u>	
Total Project Cost	\$4,550,383
Less: FEMA Reimbursement @ 75%	(1,501,037)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	<u>2,324,346</u>
Less: Insurance Recovery Funds Net Deductible	<u>(1,750,000)</u>
Net Town Funding for Project	<u><u>\$574,346</u></u>

<u>OPTION 7A</u>	
<i>Repair & Elevate With Lockers</i>	
<u>FEMA Reimbursement Calculation</u>	
Total Project Cost	\$6,028,709
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Less: CDBG Funds #2	(300,000)
Net Facility Cost for FEMA Reimbursement Calculation	<u>\$3,479,709</u>
FEMA Reimbursement @ 75%	\$2,609,782
<u>Town Funding for Project</u>	
Total Project Cost	\$6,028,709
Less: FEMA Reimbursement @ 75%	(2,609,782)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	<u>2,693,927</u>
Less: Insurance Recovery Funds Net Deductible	<u>(1,750,000)</u>
Net Town Funding for Project	<u><u>\$943,927</u></u>

**Town of Fairfield
Penfield Pavilion I**

**FEMA Reimbursement Calculation for Options 7 - FEMA Alt, 8 and 9
Alternate Projects, Footprint Change - Not Eligible For Mitigation**

<u>FEMA Reimbursement Calculation</u>	
FEMA - PW Repair Estimate Used For Calculation	\$4,588,000
 FEMA Eligibility @ 90%	
Less: Insurance Recovery Funds Including Deductible	\$4,129,200
Plus: FEMA Credit Toward Deductible	(2,250,000)
Net Facility Cost for FEMA Reimbursement Calculation	1,000
	<u>\$1,880,200</u>
 FEMA Reimbursement @ 75% of Net Facility Cost *	 \$1,410,150
* Maximum reimbursement amount	

Town of Fairfield
Penfield Pavilion I
Options 7 - FEMA Alternative, 8 and 9
Alternate Projects, Footprint Change - Not Eligible For Mitigation

OPTION 7 - FEMA ALTERNATIVE

Repair & Elevate Without Lockers

13,971 square feet

Town Funding for Project

Total Project Cost	\$4,550,383
Less: FEMA Reimbursement *	(1,410,150)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	2,415,233
Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u><u>\$665,233</u></u>

* Maximum reimbursement amount

OPTION 8

Fully demolish - No further construction

Town Funding for Project

Total Project Cost	\$913,262
Less: FEMA Reimbursement @ 75%	(684,947)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	3,316
Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u><u>(\$1,746,685)</u></u>

OPTION 9

Demolish current facility and construct smaller beach facility

5,000 square feet

Town Funding for Project

Total Project Cost	\$2,862,868
Less: FEMA Reimbursement *	(1,410,150)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	727,718
Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u><u>(\$1,022,282)</u></u>

* Maximum reimbursement amount

**Town of Fairfield
Penfield Pavilion I
Revenue & Expense Assumptions
Options 7 & 7A**

<u>Option 7</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
Revenue				
Rental Penfield 1	\$75,000	\$147,000	\$175,000	
Changing Rooms	0	0	0	
Concession Fee	47,000	48,400	49,900	
Parking Revenue	40,000	60,000	60,000	
Total Revenue	\$162,000	\$255,400	\$284,900	
Expenses				
Salary/Wages	\$39,000	\$46,400	\$49,400	
Operations	15,000	15,500	16,000	
Flood Insurance	4,000	4,080	4,162	
Electric	12,500	12,750	13,005	
	\$70,500	\$78,730	\$82,567	

<u>Option 7A</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
Revenue				
Rental Penfield 1	\$75,000	\$147,000	\$175,000	
Changing Rooms	38,000	38,000	38,000	
Concession Fee	47,000	48,400	49,900	
Parking Revenue	50,000	60,000	60,000	
Total Revenue	\$210,000	\$293,400	\$322,900	
Expenses				
Salary/Wages	\$46,000	\$52,380	\$58,000	
Operations	15,000	15,500	16,000	
Flood Insurance	4,000	4,080	4,162	
Electric	12,500	12,750	13,005	
	\$77,500	\$84,710	\$91,167	

Note: Revenue and Expense amounts for years 4 through 20 are increased 2% per year.

Town of Fairfield
Penfield Pavilion I
Revenue & Expense Assumptions
Options 7 - FEMA Alternative, 8 & 9

<u>Option 7 - FEMA Alternative</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Revenue</u>			
Rental Penfield 1	\$75,000	\$147,000	\$175,000
Changing Rooms	0	0	0
Concession Fee	47,000	48,400	49,900
Parking Revenue	40,000	60,000	60,000
Total Revenue	\$162,000	\$255,400	\$284,900
<u>Expenses</u>			
Salary/Wages	\$39,000	\$46,400	\$49,400
Operations	15,000	15,500	16,000
Flood Insurance	4,000	4,080	4,162
Electric	12,500	12,750	13,005
	\$70,500	\$78,730	\$82,567

<u>Option 8</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Parking Revenue	25,000	25,000	25,000
	25,000	25,000	25,000

<u>Option 9</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Revenue</u>			
Rental Penfield 1	\$0	\$0	\$0
Changing Rooms	0	0	0
Concession Fee	23,000	23,700	24,400
Parking Revenue	40,000	40,000	40,000
Total Revenue	\$63,000	\$63,700	\$64,400
<u>Expenses</u>			
Salary/Wages	\$17,000	\$17,500	\$18,000
Operations	10,000	10,300	10,600
Flood Insurance	4,000	4,080	4,162
Electric	4,500	4,590	4,682
	\$35,500	\$36,470	\$37,444

Note: Revenue and Expense amounts for years 4 through 20 are increased 2% per year.

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
First Twenty Years of Operation
Penfield Pavilion I

	Option 7 (1) Repair & Elevate Without lockers	Option 7A (1) Repair & Elevate With Lockers	Option 7 - FEMA ALT (1) Repair & Elevate Without lockers	Option 8 (1) Fully Demolish - No further Construction	Option 9 (1) Demolish current facility and construct smaller beach
Revenue					
Rental Penfield 1	\$3,969,155	\$3,969,155	\$3,969,155	\$0	\$0
Changing Rooms	0	889,668	0	0	0
Concession Fee	1,163,874	1,163,874	1,163,874	0	569,160
Parking Revenue	1,384,739	1,384,739	1,384,739	585,308	936,492
	6,517,768	7,417,436	6,517,768	585,308	1,505,653
Operational Expenses					
Salary/ Wages	1,143,168	1,340,294	1,143,168	nil	419,922
Operations	373,097	373,097	373,097	nil	247,271
Flood Insurance	97,189	97,189	97,189	nil	97,189
Electric	303,717	303,717	303,717	nil	109,338
	1,917,172	2,114,298	1,917,172	nil	873,720
Surplus From Operations	4,600,596	5,303,138	4,600,596	585,308	631,933
Debt Service - New Facility	749,550	1,236,100	874,475	0	0
	3,851,046	4,067,038	3,726,121	585,308	631,933
Total Surplus From Operations					
Cost of Capital - Insurance Recovery Funds	2,301,250	2,301,250	2,301,250	4,340	953,375
	1,549,796	1,765,788	1,424,871	580,968	(321,442)
Net Surplus/Loss From Operations after Cost of Capital					
Insurance Recovery Surplus	0	0	0	1,746,685	1,022,282
Interest Income on Ins. Recovery Surplus	0	0	0	848,797	496,775
	0	0	0	2,595,482	1,519,057
Grand Total Surplus From Operations	\$1,549,796	\$1,765,788	\$1,424,871	\$3,176,450	\$1,197,615

(1) See Pages 5 & 6 Assumptions for Revenue & Expense Detail. Revenue & Expense increased 2% per year for years 4 through 20.

(2) Represents debt service of \$570,000 for facility at 3%.

(3) Represents debt service of \$940,000 for facility at 3%.

(4) Represents debt service of \$665,000 for facility at 3%.

(5) Represents proforma debt service at 3% of insurance recovery funds used to execute option indicated as follows:

Options 7, 7A, 7-FEMA Alternative: \$1,750,000

Option 8: \$3,300

Option 9: \$725,000

(6) Represents excess of insurance recovery over net cost to Town.

(7) Represents 2% compounded interest over 20 years on excess of insurance recovery over net cost to Town.

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
Twenty First Year of Operation
Penfield Pavilion I

	<u>Option 7</u> Repair & Elevate Without lockers	<u>Option 7A</u> Repair & Elevate With Lockers	<u>Option 7 - FEMA ALT</u> Repair & Elevate Without lockers	<u>Option 8</u> Fully Demolish - No further Construction	<u>Option 9</u> Demolish current facility and construct smaller beach
Revenue					
Rental Penfield 1	\$249,943	\$249,943	\$249,943	\$0	\$0
Changing Rooms	0	54,273	0	0	0
Concession Fee	71,269	71,269	71,269	0	34,849
Parking Revenue	85,695	85,695	85,695	35,706	57,130
	406,907	461,181	406,907	35,706	91,979
Operational Expenses					
Salary/ Wages	70,555	82,838	70,555	0	25,708
Operations	22,852	22,852	22,852	0	15,139
Flood Insurance	5,944	5,944	5,944	0	5,944
Electric	18,574	18,574	18,574	0	6,687
	117,925	130,208	117,925	0	53,478
Surplus From Operations	288,982	330,972	288,982	35,706	38,501
Interest Income on Ins. Recovery Surplus	0	0	0	51,910	30,381
	0	0	0	51,910	30,381
Grand Total Surplus From Operations	\$288,982	\$330,972	\$288,982	\$87,616	\$68,882

ADJUSTED - 1-20-2015

Town of Fairfield Penfield Pavilion I Debt Issued (In Thousands)

Completion Year: 2011
Construction Cost To Date: \$4,601 (1)

<u>Date</u>	<u>Debt Issued</u>	<u>Total P & I (2) Debt Service</u>	<u>Outstanding Balance (2) @ 7/1/2015</u>
July 2007	\$485	\$598	\$154
July 2009	175	215	137
July 2011	3,080	3,962	3,565
Totals	<u><u>\$3,740</u></u>	<u><u>\$4,775</u></u>	<u><u>\$3,856</u></u>

(1) Paid for as follows:

Debt Issued	\$3,740
Park and Rec Trust	250
CDBG	400
UI	35
To Be Bonded	176 *
Total Construction Cost	<u><u>\$4,601</u></u>

*Projected Debt Svc. \$230

(2) Adjusted for Bond Premium Proceeds

**Town of Fairfield
Penfield Pavilion I
FEMA Primer**

Repair Cost

The cost to repair a damaged facility to the condition as it was prior to the Storm. That is, up to the same functionality, footprint and purpose.

Replacement Cost

The cost to demolish and rebuild a facility as it was. Includes cost of bringing facility into compliance with current building codes.

Cost Estimate Format-CEF

The calculations used by FEMA to determine the estimate of eligible costs to repair a damaged structure. The current CEF calculation by FEMA for Penfield is \$4,128,000.

This calculated amount is the amount used by FEMA to determine the maximum reimbursement available to Fairfield for alternative projects. The CEF calculation is also used in the fifty percent rule calculation. The CEF is still being negotiated.

Benefit Cost Analysis—BCA

The BCA is a supplemental analysis to the CEF. The BCA calculation incorporates the economic impact to the Town from the loss of revenue to the Town and local businesses as a result of the facility's damage. It is generally expected that the BCA will increase the likelihood the Town may satisfy the fifty percent rule. It is also *possible* that, if the BCA results in a high enough ratio of cost to financial impact to the Town, that mitigation costs *greater than the cost of repair may be approved*.

Fifty Percent Rule

The fraction of the repair cost divided by the FEMA calculated replacement cost. If the resultant fraction is greater than one half, the Town may receive up to the total calculated replacement cost toward the Town's reconstruction efforts.

Mitigation

Work performed to reduce potential future damage.

Mitigation Eligible for Reimbursement

Mitigation work performed to reduce the potential of future damage similar to damage incurred by the Storm which created the damage. Mitigation work must be cost effective and is limited to fifteen percent of damage unless damage qualifies under certain criteria that allow mitigation costs to go up to 100% of repair costs. Penfield qualifies for the 100% reimbursement level as significant flood damage is a qualifying event. Mitigation cost may not *normally* exceed the cost of repairs.

FEMA Regulation Focus

If the Town qualifies for repair reimbursement, the repair reconstruction work is tightly regulated and funds are approved based upon actual expenditures for eligible repair costs.

If the Town qualifies for replacement reimbursement, the PW is capped at the estimated replacement cost and it is the capped replacement cost that is regulated. Replacement reimbursement allows for an improved project. As an improved project, all cost effective mitigation and other features to make the building better would be reimbursable expenditures as long as work performed is consistent with returning the facility to its original form, fit and function.

Town of Fairfield
Penfield Pavilion I
Options - Original Building Repair and/or Improve

OPTION 1	
<i>Repair & Protect</i>	
<u>FEMA Reimbursement Calculation</u>	
Total Project Cost	\$3,227,045
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Less: CDBG Funds #2	(300,000)
Net Facility Cost for FEMA Reimbursement Calculation	<u>\$678,045</u>
FEMA Reimbursement @ 75%	\$508,534
<u>Town Funding for Project</u>	
Total Project Cost	\$3,227,045
Less: FEMA Reimbursement @ 75%	(508,534)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	<u>2,493,511</u>
Less: Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u>\$743,511</u>

Town of Fairfield
Penfield Pavilion I
Options - Original Building Repair and/or Improve

<u>OPTION 7</u>	
<i>Repair & Elevate Without Lockers</i> 13,971 square feet	
<u>FEMA Reimbursement Calculation</u>	
Total Project Cost	\$4,550,383
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Less: CDBG Funds #2	(300,000)
Net Facility Cost for FEMA Reimbursement Calculation	<u>\$2,001,383</u>
FEMA Reimbursement @ 75%	\$1,501,037
<u>Town Funding for Project</u>	
Total Project Cost	\$4,550,383
Less: FEMA Reimbursement @ 75%	(1,501,037)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	<u>2,324,346</u>
Less: Insurance Recovery Funds Net Deductible	<u>(1,750,000)</u>
Net Town Funding for Project	<u><u>\$574,346</u></u>

<u>OPTION 7A</u>	
<i>Repair & Elevate With Lockers</i>	
<u>FEMA Reimbursement Calculation</u>	
Total Project Cost	\$6,028,709
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Less: CDBG Funds #2	(300,000)
Net Facility Cost for FEMA Reimbursement Calculation	<u>\$3,479,709</u>
FEMA Reimbursement @ 75%	\$2,609,782
<u>Town Funding for Project</u>	
Total Project Cost	\$6,028,709
Less: FEMA Reimbursement @ 75%	(2,609,782)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	<u>2,693,927</u>
Less: Insurance Recovery Funds Net Deductible	<u>(1,750,000)</u>
Net Town Funding for Project	<u><u>\$943,927</u></u>

Town of Fairfield
Penfield Pavilion I
FEMA Reimbursement Calculation for Options 7 - FEMA Alt, 8 and 9
Alternate Projects, Footprint Change - Not Eligible For Mitigation

<u>FEMA Reimbursement Calculation</u>	
FEMA - PW Repair Estimate Used For Calculation	\$4,588,000
FEMA Eligibility @ 90%	\$4,129,200
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Net Facility Cost for FEMA Reimbursement Calculation	\$1,880,200
FEMA Reimbursement @ 75% of Net Facility Cost *	\$1,410,150
* Maximum reimbursement amount	

Town of Fairfield
Penfield Pavilion I
Options 7 - FEMA Alternative, 8 and 9
Alternate Projects, Footprint Change - Not Eligible For Mitigation

<u>OPTION 7 - FEMA ALTERNATIVE</u>	
<i>Repair & Elevate Without Lockers</i>	
13,971 square feet	
<u>Town Funding for Project</u>	
Total Project Cost	\$4,550,383
Less: FEMA Reimbursement *	(1,410,150)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	2,415,233
Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u><u>\$665,233</u></u>
* Maximum reimbursement amount	

<u>OPTION 8</u>	
<i>Fully demolish - No further construction</i>	
<u>Town Funding for Project</u>	
Total Project Cost	\$913,262
Less: FEMA Reimbursement @ 75%	(684,947)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	3,316
Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u><u>(\$1,746,685)</u></u>

<u>OPTION 9</u>	
<i>Demolish current facility and construct smaller beach facility</i>	
5,000 square feet	
<u>Town Funding for Project</u>	
Total Project Cost	\$2,862,868
Less: FEMA Reimbursement *	(1,410,150)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	727,718
Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u><u>(\$1,022,282)</u></u>
* Maximum reimbursement amount	

**Town of Fairfield
Penfield Pavilion I
Revenue & Expense Assumptions
Option 1**

<u>Option 1</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Revenue</u>			
Rental Penfield 1	\$75,000	\$147,000	\$175,000
Changing Rooms	38,000	38,000	38,000
Concession Fee	47,000	48,400	49,900
Parking Revenue	50,000	60,000	60,000
Total Revenue	\$210,000	\$293,400	\$322,900
<u>Expenses</u>			
Salary/Wages	\$46,000	\$52,380	\$58,000
Operations	15,000	15,500	16,000
Flood Insurance	1,200	1,224	1,248
Electric	12,500	12,750	13,005
Marketing	3,000	3,060	3,121
Heat	8,000	8,160	8,323
	\$85,700	\$93,074	\$99,698

Note: Revenue and Expense amounts for years 4 through 30 are increased 2% per year.

**Town of Fairfield
Penfield Pavilion I
Revenue & Expense Assumptions
Options 7 & 7A**

<u>Option 7</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Revenue</u>			
Rental Penfield 1	\$75,000	\$147,000	\$175,000
Changing Rooms	0	0	0
Concession Fee	47,000	48,400	49,900
Parking Revenue	40,000	60,000	60,000
Total Revenue	\$162,000	\$255,400	\$284,900
<u>Expenses</u>			
Salary/Wages	\$39,000	\$46,400	\$49,400
Operations	15,000	15,500	16,000
Flood Insurance	1,200	1,224	1,248
Electric	12,500	12,750	13,005
Marketing	3,000	3,060	3,121
Heat	8,000	8,160	8,323
	\$78,700	\$87,094	\$91,098

<u>Option 7A</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Revenue</u>			
Rental Penfield 1	\$75,000	\$147,000	\$175,000
Changing Rooms	38,000	38,000	38,000
Concession Fee	47,000	48,400	49,900
Parking Revenue	50,000	60,000	60,000
Total Revenue	\$210,000	\$293,400	\$322,900
<u>Expenses</u>			
Salary/Wages	\$46,000	\$52,380	\$58,000
Operations	15,000	15,500	16,000
Flood Insurance	1,200	1,224	1,248
Electric	12,500	12,750	13,005
Marketing	3,000	3,060	3,121
Heat	8,000	8,160	8,323
	\$85,700	\$93,074	\$99,698

Note: Revenue and Expense amounts for years 4 through 30 are increased 2% per year.

**Town of Fairfield
Penfield Pavilion I
Revenue & Expense Assumptions
Options 7 - FEMA Alternative, 8 & 9**

<u>Option 7 - FEMA Alternative</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Revenue			
Rental Penfield 1	\$75,000	\$147,000	\$175,000
Changing Rooms	0	0	0
Concession Fee	47,000	48,400	49,900
Parking Revenue	40,000	60,000	60,000
Total Revenue	\$162,000	\$255,400	\$284,900
Expenses			
Salary/Wages	\$39,000	\$46,400	\$49,400
Operations	15,000	15,500	16,000
Flood Insurance	1,200	1,224	1,248
Electric	12,500	12,750	13,005
Marketing	3,000	3,060	3,121
Heat	8,000	8,160	8,323
	\$78,700	\$87,094	\$91,098

<u>Option 8</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Parking Revenue	25,000	25,000	25,000
	25,000	25,000	25,000

<u>Option 9</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Revenue			
Rental Penfield 1	\$0	\$0	\$0
Changing Rooms	0	0	0
Concession Fee	23,000	23,700	24,400
Parking Revenue	40,000	40,000	40,000
Total Revenue	\$63,000	\$63,700	\$64,400
Expenses			
Salary/Wages	\$17,000	\$17,500	\$18,000
Operations	10,000	10,300	10,600
Flood Insurance	4,000	4,080	4,162
Electric	4,500	4,590	4,682
	\$35,500	\$36,470	\$37,444

Note: Revenue and Expense amounts for years 4 through 30 are increased 2% per year.

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
First Twenty Years of Operation
Penfield Pavilion I

	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
	Option 1	Option 7	Option 7A	Option 7 - FEMA ALI	Option 8	Option 9	Option 9	Option 9	Option 9	Option 9
	Repair & Protect	Repair & Elevate Without lockers	Repair & Elevate With Lockers	Repair & Elevate Without lockers	Fully Demolish - No further Construction	Demolish current facility and construct smaller beach				
Revenue										
Rental Penfield 1	\$3,969,155	\$3,969,155	\$3,969,155	\$3,969,155	\$0	\$0	\$0	\$0	\$0	\$0
Changing Rooms	\$889,668	\$0	\$889,668	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concession Fee	\$1,163,874	\$1,163,874	\$1,163,874	\$1,163,874	\$0	\$0	\$0	\$0	\$0	\$0
Parking Revenue	\$1,384,739	\$1,384,739	\$1,384,739	\$1,384,739	\$585,308	\$585,308	\$585,308	\$585,308	\$585,308	\$585,308
	7,417,436	6,517,768	7,417,436	6,517,768	585,308	585,308	585,308	585,308	585,308	585,308
Operational Expenses										
Salary/ Wages	1,340,294	1,143,168	1,340,294	1,143,168	nil	nil	419,922	419,922	419,922	419,922
Operations	373,097	373,097	373,097	373,097	nil	nil	247,271	247,271	247,271	247,271
Flood Insurance	29,157	29,157	29,157	29,157	nil	nil	97,189	97,189	97,189	97,189
Electric	303,717	303,717	303,717	303,717	nil	nil	109,338	109,338	109,338	109,338
Marketing	72,892	72,892	72,892	72,892	nil	nil	0	0	0	0
Heat	194,379	194,379	194,379	194,379	nil	nil	873,720	873,720	873,720	873,720
	2,313,536	2,116,410	2,313,536	2,116,410	nil	nil	873,720	873,720	873,720	873,720
Surplus From Operations	5,103,900	4,401,358	5,103,900	4,401,358	585,308	585,308	631,933	631,933	631,933	631,933
Debt Service										
Debt Service - New Facility	973,100	749,550	1,236,100	874,475	0	0	0	0	0	0
Insurance Recovery										
Insurance Recovery Surplus	0	0	0	0	1,746,685	1,746,685	1,022,282	1,022,282	1,022,282	1,022,282
Interest Income on Ins. Recovery Surplus	0	0	0	0	848,797	848,797	496,775	496,775	496,775	496,775
	0	0	0	0	2,595,482	2,595,482	1,519,057	1,519,057	1,519,057	1,519,057
Total Surplus From Operations	4,130,800	3,651,808	3,867,800	3,526,883	3,180,790	3,180,790	2,150,990	2,150,990	2,150,990	2,150,990
Cost of Capital - Insurance Recovery Funds	2,301,250	2,301,250	2,301,250	2,301,250	4,340	4,340	953,375	953,375	953,375	953,375
Grand Total Surplus From Operations	\$1,829,550	\$1,350,558	\$1,566,550	\$1,225,633	\$3,176,450	\$3,176,450	\$1,197,615	\$1,197,615	\$1,197,615	\$1,197,615

(1) See Revenue and Expense Assumptions for detail. Revenue & Expense increased 2% per year for years 4 through 20.

(2) Represents debt service of \$570,000 for facility at 3%.

(3) Represents debt service of \$940,000 for facility at 3%.

(4) Represents debt service of \$665,000 for facility at 3%.

(5) Represents proforma debt service at 3% of insurance recovery funds used to execute option indicated as follows:

\$1,750,000

\$3,300

\$725,000

Options 1, 7, 7A, 7-FEMA Alternative:

Option 8:

Option 9:

(6) Represents excess of insurance recovery over net cost to Town.

(7) Represents 2% compounded interest over 20 years on excess of insurance recovery over net cost to Town.

(8) Represents debt service of \$740,000 for facility at 3%.

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
Twenty-First Year of Operation
Penfield Pavilion I

	Option 1 Repair & Protect	Option 7 Repair & Elevate Without lockers	Option 7A Repair & Elevate With Lockers	Option 7 - FEMA ALI Repair & Elevate Without lockers	Option 8 Fully Demolish - No further Construction	Option 9 Demolish current facility and construct smaller beach
Revenue						
Rental Penfield 1	\$249,943	\$249,943	\$249,943	\$249,943	\$0	\$0
Changing Rooms	\$54,273	\$0	\$54,273	\$0	\$0	\$0
Concession Fee	\$71,269	\$71,269	\$71,269	\$71,269	\$0	\$34,849
Parking Revenue	\$85,695	\$85,695	\$85,695	\$85,695	\$35,706	\$57,130
	461,181	406,907	461,181	406,907	35,706	91,979
Operational Expenses						
Salary/ Wages	82,838	70,555	82,838	70,555	nil	25,708
Operations	22,852	22,852	22,852	22,852	nil	15,139
Flood Insurance	1,783	1,783	1,783	1,783	nil	5,944
Electric	18,574	18,574	18,574	18,574	nil	6,687
Marketing	4,458	4,458	4,458	4,458	nil	0
Heat	11,888	11,888	11,888	11,888	nil	0
	142,393	130,110	142,393	130,110	nil	53,478
Surplus From Operations	318,788	276,797	318,788	276,797	35,706	38,501
Interest Income on Ins. Recovery Surplus	0	0	0	0	51,910	30,381
	0	0	0	0	51,910	30,381
Grand Total Surplus From Operations	\$318,788	\$276,797	\$318,788	\$276,797	\$87,616	\$68,882

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
First Thirty Years of Operation
Penfield Pavilion I

	(1)	Option 1 Repair & Protect With Lockers	(1)	Option 7 Repair & Elevate Without lockers	(1)	Option 7A Repair & Elevate With Lockers	(1)	Option 7 - FEMA ALT Repair & Elevate Without lockers	(1)	Option 8 Fully Demolish - No further Construction	(1)	Option 9 Demolish current facility and construct smaller beach	(1)
Revenue													
Rental Penfield 1		\$6,705,962		\$6,705,962		\$6,705,962		\$6,705,962		\$0		\$0	
Changing Rooms		\$1,483,946		\$0		\$1,483,946		\$0		\$0		\$0	
Concession Fee		\$1,944,255		\$1,944,255		\$1,944,255		\$1,944,255		\$0		\$950,750	
Parking Revenue		\$2,333,073		\$2,333,073		\$2,333,073		\$2,333,073		\$976,280		\$1,562,048	
		12,467,236		10,973,290		12,467,236		10,973,290		976,280		2,512,798	
Operational Expenses													
Salary/ Wages		2,247,350		1,915,730		2,247,350		1,915,730		nil		701,422	
Operations		623,319		623,319		623,319		623,319		nil		413,043	
Flood Insurance		48,682		48,682		48,682		48,682		nil		162,272	
Electric		507,101		507,101		507,101		507,101		nil		182,556	
Marketing		121,704		121,704		121,704		121,704		nil		0	
Heat		324,545		324,545		324,545		324,545		nil		0	
		3,872,701		3,541,081		3,872,701		3,541,081		nil		1,459,293	
Surplus From Operations		8,594,535		7,432,209		8,594,535		7,432,209		976,280		1,053,505	
Debt Service													
Debt Service - New Facility		973,100 (8)		749,550 (2)		1,236,100 (3)		874,475 (4)		0		0	
Insurance Recovery													
Insurance Recovery Surplus		0		0		0		0		1,746,685 (6)		1,022,282 (6)	
Interest Income on Ins. Recovery Surplus		0		0		0		0		1,417,193 (7)		829,440 (7)	
		0		0		0		0		3,163,878		1,851,722	
Total Surplus From Operations		7,621,435		6,682,659		7,358,435		6,557,734		4,140,158		2,905,227	
Cost of Capital - Insurance Recovery Funds		2,301,250 (5)		2,301,250 (5)		2,301,250 (5)		2,301,250 (5)		4,340 (5)		953,375 (5)	
Grand Total Surplus From Operations		\$5,320,185		\$4,381,409		\$5,057,185		\$4,256,484		\$4,135,818		\$1,951,852	

(1) See Revenue and Expense Assumptions for detail. Revenue & Expense increased 2% per year for years 4 through 30.

(2) Represents debt service of \$570,000 for facility at 3%.

(3) Represents debt service of \$940,000 for facility at 3%.

(4) Represents debt service of \$665,000 for facility at 3%.

(5) Represents proforma debt service at 3% of insurance recovery funds used to execute option indicated as follows:

Options 1, 7, 7A, 7-FEMA Alternative:
Option 8: \$1,750,000
Option 9: \$3,300
\$725,000

(6) Represents excess of insurance recovery over net cost to Town.

(7) Represents 2% compounded interest over 30 years on excess of insurance recovery over net cost to Town.

(8) Represents debt service of \$740,000 for facility at 3%.

ADJUSTED 1-20-2015

Town of Fairfield

**Schedules of Estimated Ineligible FEMA Work for Option 7A
and Impact on FEMA Reimbursement and Net Town Cost**

Penfield Pavilion I

January 20, 2015

Town of Fairfield
Schedules of Estimated Ineligible FEMA Work for Option 7A and Impact on FEMA Reimbursement and Town Funding
Penfield Pavilion I

OPTION 7A

Repair & Elevate With Lockers

	<u>Adjusted for Estimated Ineligible Costs</u>	<u>Unadjusted for Estimated Ineligible Costs</u>	<u>Difference</u>
Total Project Cost	\$6,028,709	\$6,028,709	\$0
Less: Total Estimated Ineligible	(866,877) A	0	\$866,877
Net Project Cost	5,161,832	6,028,709	\$866,877
Less: Insurance Recovery Funds Including Deductible	(2,250,000)	(2,250,000)	\$0
Plus: FEMA Credit Toward Deductible	1,000	1,000	\$0
Less: CDBG Funds #2	(300,000)	(300,000)	\$0
Net Facility Cost for FEMA Reimbursement Calculation	<u>\$2,612,832</u>	<u>\$3,479,709</u>	<u>\$866,877</u>
FEMA Reimbursement @ 75%	\$1,959,624	\$2,609,782	\$650,158

Town Funding for Project

Total Project Cost	\$6,028,709	\$6,028,709	\$0
Less: FEMA Reimbursement @ 75%	(1,959,624)	(2,609,782)	(\$650,158)
Less: CDBG Funds #1	(500,000)	(500,000)	\$0
Less: CDBG Funds #2	(225,000)	(225,000)	\$0
Total Town Project Cost	3,344,085	2,693,927	(\$650,158)
Less: Insurance Recovery Funds Net Deductible	(1,750,000)	(1,750,000)	\$0
Net Town Funding for Project	<u>\$1,594,085</u>	<u>\$943,927</u>	<u>(\$650,158)</u>

Estimate of Ineligible Costs

<u>Project Stage</u>	<u>Cost</u>	<u>Estimated % Ineligible</u>	<u>Estimated \$ Amount Ineligible</u>	
In-kind Repair & Replacement of Items Above Finished First Floor Elevation (Includes Demolition)	\$3,064,719	5%	\$153,236	
All Work Below Finished First Floor Elevation (Floor Beams & Joists, Columns, Grade Beam, Pilings)	\$2,425,904	15%	\$363,886	
Site Work Not Part of Actual Building (Beach Bulkhead, etc.)	\$538,086	65%	\$349,756	
	<u>\$6,028,709</u>		<u>\$866,877</u>	A

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
for Option 7A Unadjusted and Adjusted for
Ineligible FEMA Reimbursement and Town Funding
First Twenty Years of Operation
Penfield Pavilion I

	Unadjusted for Estimated Ineligible Costs		Adjusted for Estimated Ineligible Costs		Difference
	<u>Option 7A</u>	(1)	<u>Option 7A</u>	(1)	
	Repair & Elevate With Lockers		Repair & Elevate With Lockers		
Revenue					
Rental Penfield 1	\$3,969,155		\$3,969,155		\$0
Changing Rooms	889,668		\$889,668		\$0
Concession Fee	1,163,874		\$1,163,874		\$0
Parking Revenue	1,394,739		\$1,394,739		\$0
	<u>7,417,436</u>		<u>7,417,436</u>		<u>\$0</u>
Operational Expenses					
Salary/ Wages	1,340,294		1,340,294		\$0
Operations	373,097		373,097		\$0
Flood Insurance	29,157		29,157		\$0
Electric	303,717		303,717		\$0
Marketing	72,892		72,892		\$0
Heat	194,379		194,379		\$0
	<u>2,313,536</u>		<u>2,313,536</u>		<u>\$0</u>
Surplus From Operations	<u>5,103,900</u>		<u>5,103,900</u>		<u>\$0</u>
Debt Service - New Facility	1,236,100	(2)	2,090,850	(3)	(\$854,750)
Total Surplus From Operations	<u>3,867,800</u>		<u>3,013,050</u>		<u>\$854,750</u>

(1) Revenue & expense increased 2% per year for years 4 through 20 as shown in the Penfield Analysis Schedule.

(2) Represents debt service of \$940,000 for facility at 3%.

(3) Represents debt service of \$1,590,000 for facility at 3%.

(4) Represents proforma debt service at 3% of insurance recovery funds of \$1,750,000.

**Town of Fairfield
Penfield Pavilion I
Summary Schedule Comparing Options 1, 7, 7A, 7-FEMA Alternative, 8 and 9**

<u>OPTION #</u>	<u>NET TOWN EXPENDITURE</u>	<u>INSURANCE RECOVERY CONTRIBUTION</u>	<u>TWENTY YEAR SURPLUS</u>	<u>THIRTY YEAR SURPLUS</u>	<u>NON-TOWN CONTRIBUTIONS *</u>	<u>TOTAL PROJECT COST</u>
1	\$743,511	\$1,750,000	\$4,130,800	\$7,621,435	\$733,534	\$3,227,045
7	\$574,346	\$1,750,000	\$3,651,808	\$6,682,659	\$2,226,037	\$4,550,383
7A	\$943,927	\$1,750,000	\$3,867,800	\$7,358,435	\$3,334,782	\$6,028,709
7 - FEMA ALT	\$665,233	\$1,750,000	\$3,526,883	\$6,557,734	\$2,135,150	\$4,550,383
8	(\$1,746,684)	\$1,750,000	\$3,180,790	\$4,140,158	\$909,947	\$913,262
9	(\$1,022,282)	\$1,750,000	\$2,150,990	\$2,905,227	\$2,135,150	\$2,862,868

* CDBG Funds and FEMA Reimbursement

ADJUSTED - 1-20-2015

Town of Fairfield Penfield Pavilion I Debt Issued (In Thousands)

Completion Year: 2011
Construction Cost To Date: \$4,601 (1)

<u>Date</u>	<u>Debt Issued</u>	<u>Total P & I (2) Debt Service</u>	<u>Outstanding Balance (2) @ 7/1/2015</u>
July 2007	\$485	\$598	\$154
July 2009	175	215	137
July 2011	3,080	3,962	3,565
Totals	<u>\$3,740</u>	<u>\$4,775</u>	<u>\$3,856</u>

(1) Paid for as follows:

Debt Issued	\$3,740
Park and Rec Trust	250
CDBG	400
UI	35
To Be Bonded	176 *
Total Construction Cost	<u>\$4,601</u>

*Projected Debt Svc. \$230

(2) Adjusted for Bond Premium Proceeds

**Town of Fairfield
Penfield Pavilion I
FEMA Primer**

Repair Cost

The cost to repair a damaged facility to the condition as it was prior to the Storm. That is, up to the same functionality, footprint and purpose.

Replacement Cost

The cost to demolish and rebuild a facility as it was. Includes cost of bringing facility into compliance with current building codes.

Cost Estimate Format-CEF

The calculations used by FEMA to determine the estimate of eligible costs to repair a damaged structure. The current CEF calculation by FEMA for Penfield is \$4,128,000.

This calculated amount is the amount used by FEMA to determine the maximum reimbursement available to Fairfield for alternative projects. The CEF calculation is also used in the fifty percent rule calculation. The CEF is still being negotiated.

Benefit Cost Analysis—BCA

The BCA is a supplemental analysis to the CEF. The BCA calculation incorporates the economic impact to the Town from the loss of revenue to the Town and local businesses as a result of the facility's damage. It is generally expected that the BCA will increase the likelihood the Town may satisfy the fifty percent rule. It is also *possible* that, if the BCA results in a high enough ratio of cost to financial impact to the Town, that mitigation costs *greater than the cost of repair may be approved*.

Fifty Percent Rule

The fraction of the repair cost divided by the FEMA calculated replacement cost. If the resultant fraction is greater than one half, the Town may receive up to the total calculated replacement cost toward the Town's reconstruction efforts.

Mitigation

Work performed to reduce potential future damage.

Mitigation Eligible for Reimbursement

Mitigation work performed to reduce the potential of future damage similar to damage incurred by the Storm which created the damage. Mitigation work must be cost effective and is limited to fifteen percent of damage unless damage qualifies under certain criteria that allow mitigation costs to go up to 100% of repair costs. Penfield qualifies for the 100% reimbursement level as significant flood damage is a qualifying event. Mitigation cost may not *normally* exceed the cost of repairs.

FEMA Regulation Focus

If the Town qualifies for repair reimbursement, the repair reconstruction work is tightly regulated and funds are approved based upon actual expenditures for eligible repair costs.

If the Town qualifies for replacement reimbursement, the PW is capped at the estimated replacement cost and it is the capped replacement cost that is regulated. Replacement reimbursement allows for an improved project. As an improved project, all cost effective mitigation and other features to make the building better would be reimbursable expenditures as long as work performed is consistent with returning the facility to its original form, fit and function.

Town of Fairfield
 Penfield Pavilion I
 Options - Original Building Repair and/or Improve

<u>OPTION 1</u>	
<i>Repair & Protect</i>	
<u>FEMA Reimbursement Calculation</u>	
Total Project Cost	\$3,227,045
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Less: CDBG Funds #2	(300,000)
Net Facility Cost for FEMA Reimbursement Calculation	<u>\$678,045</u>
FEMA Reimbursement @ 75%	\$508,534
<u>Town Funding for Project</u>	
Total Project Cost	\$3,227,045
Less: FEMA Reimbursement @ 75%	(508,534)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	2,493,511
Less: Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u>\$743,511</u>

Town of Fairfield
Penfield Pavilion I
Options - Original Building Repair and/or Improve

<u>OPTION 7</u>	
<i>Repair & Elevate Without Lockers</i> 13,971 square feet	
<u>FEMA Reimbursement Calculation</u>	
Total Project Cost	\$4,550,383
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Less: CDBG Funds #2	(300,000)
Net Facility Cost for FEMA Reimbursement Calculation	<u>\$2,001,383</u>
FEMA Reimbursement @ 75%	\$1,501,037
<u>Town Funding for Project</u>	
Total Project Cost	\$4,550,383
Less: FEMA Reimbursement @ 75%	(1,501,037)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	<u>2,324,346</u>
Less: Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u><u>\$574,346</u></u>

<u>OPTION 7A</u>	
<i>Repair & Elevate With Lockers</i>	
<u>FEMA Reimbursement Calculation</u>	
Total Project Cost	\$6,028,709
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Less: CDBG Funds #2	(300,000)
Net Facility Cost for FEMA Reimbursement Calculation	<u>\$3,479,709</u>
FEMA Reimbursement @ 75%	\$2,609,782
<u>Town Funding for Project</u>	
Total Project Cost	\$6,028,709
Less: FEMA Reimbursement @ 75%	(2,609,782)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	<u>2,693,927</u>
Less: Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u><u>\$943,927</u></u>

Town of Fairfield
Penfield Pavilion I
FEMA Reimbursement Calculation for Options 7 - FEMA Alt, 8 and 9
Alternate Projects, Footprint Change - Not Eligible For Mitigation

<u>FEMA Reimbursement Calculation</u>	
FEMA - PW Repair Estimate Used For Calculation	\$4,588,000
FEMA Eligibility @ 90%	\$4,129,200
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Net Facility Cost for FEMA Reimbursement Calculation	\$1,880,200
FEMA Reimbursement @ 75% of Net Facility Cost *	\$1,410,150
* Maximum reimbursement amount	

Town of Fairfield
Penfield Pavilion I
Options 7 - FEMA Alternative, 8 and 9
Alternate Projects, Footprint Change - Not Eligible For Mitigation

<u>OPTION 7 - FEMA ALTERNATIVE</u>	
<i>Repair & Elevate Without Lockers</i>	
13,971 square feet	
<u>Town Funding for Project</u>	
Total Project Cost	\$4,550,383
Less: FEMA Reimbursement *	(1,410,150)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	2,415,233
Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u><u>\$665,233</u></u>
* Maximum reimbursement amount	

<u>OPTION 8</u>	
<i>Fully demolish - No further construction</i>	
<u>Town Funding for Project</u>	
Total Project Cost	\$913,262
Less: FEMA Reimbursement @ 75%	(684,947)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	3,316
Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u><u>(\$1,746,685)</u></u>

<u>OPTION 9</u>	
<i>Demolish current facility and construct smaller beach facility</i>	
5,000 square feet	
<u>Town Funding for Project</u>	
Total Project Cost	\$2,862,868
Less: FEMA Reimbursement *	(1,410,150)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	727,718
Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u><u>(\$1,022,282)</u></u>
* Maximum reimbursement amount	

**Town of Fairfield
Penfield Pavilion I
Revenue & Expense Assumptions
Option 1**

<u>Option 1</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Revenue</u>			
Rental Penfield 1	\$75,000	\$147,000	\$175,000
Changing Rooms	38,000	38,000	38,000
Concession Fee	47,000	48,400	49,900
Parking Revenue	50,000	60,000	60,000
Total Revenue	\$210,000	\$293,400	\$322,900
<u>Expenses</u>			
Salary/Wages	\$46,000	\$52,380	\$58,000
Operations	15,000	15,500	16,000
Flood Insurance	1,200	1,224	1,248
Electric	12,500	12,750	13,005
Marketing	3,000	3,060	3,121
Heat	8,000	8,160	8,323
	\$85,700	\$93,074	\$99,698

Note: Revenue and Expense amounts for years 4 through 30 are increased 2% per year.

**Town of Fairfield
Penfield Pavilion I
Revenue & Expense Assumptions
Options 7 & 7A**

<u>Option 7</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
<u>Revenue</u>				
Rental Penfield 1	\$75,000	\$147,000	\$175,000	
Changing Rooms	0	0	0	
Concession Fee	47,000	48,400	49,900	
Parking Revenue	40,000	60,000	60,000	
Total Revenue	\$162,000	\$255,400	\$284,900	
<u>Expenses</u>				
Salary/Wages	\$39,000	\$46,400	\$49,400	
Operations	15,000	15,500	16,000	
Flood Insurance	1,200	1,224	1,248	
Electric	12,500	12,750	13,005	
Marketing	3,000	3,060	3,121	
Heat	8,000	8,160	8,323	
	\$78,700	\$87,094	\$91,098	

<u>Option 7A</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
<u>Revenue</u>				
Rental Penfield 1	\$75,000	\$147,000	\$175,000	
Changing Rooms	38,000	38,000	38,000	
Concession Fee	47,000	48,400	49,900	
Parking Revenue	50,000	60,000	60,000	
Total Revenue	\$210,000	\$293,400	\$322,900	
<u>Expenses</u>				
Salary/Wages	\$46,000	\$52,380	\$58,000	
Operations	15,000	15,500	16,000	
Flood Insurance	1,200	1,224	1,248	
Electric	12,500	12,750	13,005	
Marketing	3,000	3,060	3,121	
Heat	8,000	8,160	8,323	
	\$85,700	\$93,074	\$99,698	

Note: Revenue and Expense amounts for years 4 through 30 are increased 2% per year.

Town of Fairfield
Penfield Pavilion I
Revenue & Expense Assumptions
Options 7 - FEMA Alternative, 8 & 9

<u>Option 7 - FEMA Alternative</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Revenue			
Rental Penfield 1	\$75,000	\$147,000	\$175,000
Changing Rooms	0	0	0
Concession Fee	47,000	48,400	49,900
Parking Revenue	40,000	60,000	60,000
Total Revenue	\$162,000	\$255,400	\$284,900
Expenses			
Salary/Wages	\$39,000	\$46,400	\$49,400
Operations	15,000	15,500	16,000
Flood Insurance	1,200	1,224	1,248
Electric	12,500	12,750	13,005
Marketing	3,000	3,060	3,121
Heat	8,000	8,160	8,323
	\$78,700	\$87,094	\$91,098

<u>Option 8</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Parking Revenue	25,000	25,000	25,000
	25,000	25,000	25,000

<u>Option 9</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Revenue			
Rental Penfield 1	\$0	\$0	\$0
Changing Rooms	0	0	0
Concession Fee	23,000	23,700	24,400
Parking Revenue	40,000	40,000	40,000
Total Revenue	\$63,000	\$63,700	\$64,400
Expenses			
Salary/Wages	\$17,000	\$17,500	\$18,000
Operations	10,000	10,300	10,600
Flood Insurance	4,000	4,080	4,162
Electric	4,500	4,590	4,682
	\$35,500	\$36,470	\$37,444

Note: Revenue and Expense amounts for years 4 through 30 are increased 2% per year.

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
First Twenty Years of Operation
Penfield Pavilion I

	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
	Option 1	Option 7	Option 7A	Option 7 - FEMA ALI	Option 8	Option 9	Option 9	Option 9	Option 9	Option 9
	Repair & Protect	Repair & Elevate Without lockers	Repair & Elevate With Lockers	Repair & Elevate Without lockers	Fully Demolish - No further Construction	Demolish current facility and construct smaller beach				
Revenue										
Rental Penfield 1	\$3,969,155	\$3,969,155	\$3,969,155	\$3,969,155	\$0	\$0	\$0	\$0	\$0	\$0
Changing Rooms	\$889,668	\$0	\$889,668	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concession Fee	\$1,163,874	\$1,163,874	\$1,163,874	\$1,163,874	\$0	\$0	\$0	\$0	\$0	\$0
Parking Revenue	\$1,384,739	\$1,384,739	\$1,384,739	\$1,384,739	\$585,308	\$585,308	\$585,308	\$585,308	\$585,308	\$585,308
	7,417,436	6,517,768	7,417,436	6,517,768	585,308	585,308	585,308	585,308	585,308	585,308
Operational Expenses										
Salary/ Wages	1,340,294	1,143,168	1,340,294	1,143,168	nil	nil	419,922	419,922	419,922	419,922
Operations	373,097	373,097	373,097	373,097	nil	nil	247,271	247,271	247,271	247,271
Flood Insurance	29,157	29,157	29,157	29,157	nil	nil	97,189	97,189	97,189	97,189
Electric	303,717	303,717	303,717	303,717	nil	nil	109,338	109,338	109,338	109,338
Marketing	72,892	72,892	72,892	72,892	nil	nil	0	0	0	0
Heat	194,379	194,379	194,379	194,379	nil	nil	873,720	873,720	873,720	873,720
	2,313,536	2,116,410	2,313,536	2,116,410	nil	nil	873,720	873,720	873,720	873,720
Surplus From Operations	5,103,900	4,401,358	5,103,900	4,401,358	585,308	585,308	631,933	631,933	631,933	631,933
Debt Service										
Debt Service - New Facility	973,100	749,550	1,236,100	874,475	0	0	0	0	0	0
Insurance Recovery										
Insurance Recovery Surplus	0	0	0	0	0	0	1,745,685	1,745,685	1,745,685	1,745,685
Interest Income on Ins. Recovery Surplus	0	0	0	0	0	0	848,797	848,797	848,797	848,797
	0	0	0	0	0	0	2,595,482	2,595,482	2,595,482	2,595,482
Total Surplus From Operations	4,130,800	3,651,808	3,867,800	3,526,883	3,180,790	3,180,790	2,150,990	2,150,990	2,150,990	2,150,990
Cost of Capital - Insurance Recovery Funds	2,301,250	2,301,250	2,301,250	2,301,250	4,340	4,340	953,375	953,375	953,375	953,375
Grand Total Surplus From Operations	\$1,829,550	\$1,350,558	\$1,566,550	\$1,225,633	\$3,176,450	\$3,176,450	\$1,197,615	\$1,197,615	\$1,197,615	\$1,197,615

(1) See Revenue and Expense Assumptions for detail. Revenue & Expense increased 2% per year for years 4 through 20.

(2) Represents debt service of \$570,000 for facility at 3%.

(3) Represents debt service of \$940,000 for facility at 3%.

(4) Represents debt service of \$665,000 for facility at 3%.

(5) Represents proforma debt service at 3% of insurance recovery funds used to execute option indicated as follows:

\$1,750,000

\$3,300

\$725,000

Options 1, 7, 7A, 7-FEMA Alternative:

Option 8:

Option 9:

(6) Represents excess of insurance recovery over net cost to Town.

(7) Represents 2% compounded interest over 20 years on excess of insurance recovery over net cost to Town.

(8) Represents debt service of \$740,000 for facility at 3%.

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
Twenty-First Year of Operation
Penfield Pavilion I

	Option 1 Repair & Protect	Option 7 Repair & Elevate Without lockers	Option 7A Repair & Elevate With Lockers	Option 7 - FEMA ALI Repair & Elevate Without lockers	Option 8 Fully Demolish - No further Construction	Option 9 Demolish current facility and construct smaller beach
Revenue						
Rental Penfield 1	\$249,943	\$249,943	\$249,943	\$249,943	\$0	\$0
Changing Rooms	\$54,273	\$0	\$54,273	\$0	\$0	\$0
Concession Fee	\$71,269	\$71,269	\$71,269	\$71,269	\$0	\$34,849
Parking Revenue	\$85,695	\$85,695	\$85,695	\$85,695	\$35,706	\$57,130
	461,181	406,907	461,181	406,907	35,706	91,979
Operational Expenses						
Salary/ Wages	82,838	70,555	82,838	70,555	nil	25,708
Operations	22,852	22,852	22,852	22,852	nil	15,139
Flood Insurance	1,783	1,783	1,783	1,783	nil	5,944
Electric	18,574	18,574	18,574	18,574	nil	6,687
Marketing	4,458	4,458	4,458	4,458	nil	0
Heat	11,888	11,888	11,888	11,888	nil	0
	142,393	130,110	142,393	130,110	nil	53,478
Surplus From Operations	318,788	276,797	318,788	276,797	35,706	38,501
Interest Income on Ins. Recovery Surplus	0	0	0	0	51,910	30,381
	0	0	0	0	51,910	30,381
Grand Total Surplus From Operations	\$318,788	\$276,797	\$318,788	\$276,797	\$87,616	\$68,882

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
First Thirty Years of Operation
Penfield Pavilion I

	(1)	Option 1 Repair & Protect With Lockers	(1)	Option 7 Repair & Elevate Without lockers	(1)	Option 7A Repair & Elevate With Lockers	(1)	Option 7 - FEMA ALT Repair & Elevate Without lockers	(1)	Option 8 Fully Demolish - No further Construction	(1)	Option 9 Demolish current facility and construct smaller beach	(1)
Revenue													
Rental Penfield 1		\$6,705,962		\$6,705,962		\$6,705,962		\$6,705,962		\$0		\$0	
Changing Rooms		\$1,483,946		\$0		\$1,483,946		\$0		\$0		\$0	
Concession Fee		\$1,944,255		\$1,944,255		\$1,944,255		\$1,944,255		\$0		\$950,750	
Parking Revenue		\$2,333,073		\$2,333,073		\$2,333,073		\$2,333,073		\$976,280		\$1,562,048	
		12,467,236		10,973,290		12,467,236		10,973,290		976,280		2,512,798	
Operational Expenses													
Salary/ Wages		2,247,350		1,915,730		2,247,350		1,915,730		nil		701,422	
Operations		623,319		623,319		623,319		623,319		nil		413,043	
Flood Insurance		48,682		48,682		48,682		48,682		nil		162,272	
Electric		507,101		507,101		507,101		507,101		nil		182,556	
Marketing		121,704		121,704		121,704		121,704		nil		0	
Heat		324,545		324,545		324,545		324,545		nil		0	
		3,872,701		3,541,081		3,872,701		3,541,081		nil		1,459,293	
Surplus From Operations		8,594,535		7,432,209		8,594,535		7,432,209		976,280		1,053,505	
Debt Service													
Debt Service - New Facility		973,100 (8)		749,550 (2)		1,236,100 (3)		874,475 (4)		0		0	
Insurance Recovery													
Insurance Recovery Surplus		0		0		0		0		1,746,685 (6)		1,022,282 (6)	
Interest Income on Ins. Recovery Surplus		0		0		0		0		1,417,193 (7)		829,440 (7)	
		0		0		0		0		3,163,878		1,851,722	
Total Surplus From Operations		7,621,435		6,682,659		7,358,435		6,557,734		4,140,158		2,905,227	
Cost of Capital - Insurance Recovery Funds		2,301,250 (5)		2,301,250 (5)		2,301,250 (5)		2,301,250 (5)		4,340 (5)		953,375 (5)	
Grand Total Surplus From Operations		\$5,320,185		\$4,381,409		\$5,057,185		\$4,256,484		\$4,135,818		\$1,951,852	

(1) See Revenue and Expense Assumptions for detail. Revenue & Expense increased 2% per year for years 4 through 30.

(2) Represents debt service of \$570,000 for facility at 3%.

(3) Represents debt service of \$940,000 for facility at 3%.

(4) Represents debt service of \$665,000 for facility at 3%.

(5) Represents proforma debt service at 3% of insurance recovery funds used to execute option indicated as follows:

Options 1, 7, 7A, 7-FEMA Alternative:
Option 8: \$1,750,000
Option 9: \$3,300
\$725,000

(6) Represents excess of insurance recovery over net cost to Town.

(7) Represents 2% compounded interest over 30 years on excess of insurance recovery over net cost to Town.

(8) Represents debt service of \$740,000 for facility at 3%.

ADJUSTED 1-20-2015

Town of Fairfield

**Schedules of Estimated Ineligible FEMA Work for Option 7A
and Impact on FEMA Reimbursement and Net Town Cost**

Penfield Pavilion I

January 20, 2015

Town of Fairfield
Schedules of Estimated Ineligible FEMA Work for Option 7A and Impact on FEMA Reimbursement and Town Funding
Penfield Pavilion I

OPTION 7A

Repair & Elevate With Lockers

	<u>Adjusted for Estimated Ineligible Costs</u>	<u>Unadjusted for Estimated Ineligible Costs</u>	<u>Difference</u>
Total Project Cost	\$6,028,709	\$6,028,709	\$0
Less: Total Estimated Ineligible	(866,877) A	0	\$866,877
Net Project Cost	5,161,832	6,028,709	\$866,877
Less: Insurance Recovery Funds Including Deductible	(2,250,000)	(2,250,000)	\$0
Plus: FEMA Credit Toward Deductible	1,000	1,000	\$0
Less: CDBG Funds #2	(300,000)	(300,000)	\$0
Net Facility Cost for FEMA Reimbursement Calculation	\$2,612,832	\$3,479,709	\$866,877
FEMA Reimbursement @ 75%	\$1,959,624	\$2,609,782	\$650,158

Town Funding for Project

Total Project Cost	\$6,028,709	\$6,028,709	\$0
Less: FEMA Reimbursement @ 75%	(1,959,624)	(2,609,782)	(\$650,158)
Less: CDBG Funds #1	(500,000)	(500,000)	\$0
Less: CDBG Funds #2	(225,000)	(225,000)	\$0
Total Town Project Cost	3,344,085	2,693,927	(\$650,158)
Less: Insurance Recovery Funds Net Deductible	(1,750,000)	(1,750,000)	\$0
Net Town Funding for Project	\$1,594,085	\$943,927	(\$650,158)

Estimate of Ineligible Costs

<u>Project Stage</u>	<u>Cost</u>	<u>Estimated % Ineligible</u>	<u>Estimated \$ Amount Ineligible</u>	
In-kind Repair & Replacement of Items Above Finished First Floor Elevation (Includes Demolition)	\$3,064,719	5%	\$153,236	
All Work Below Finished First Floor Elevation (Floor Beams & Joists, Columns, Grade Beam, Pilings)	\$2,425,904	15%	\$363,886	
Site Work Not Part of Actual Building (Beach Bulkhead, etc.)	\$538,086	65%	\$349,756	
	<u>\$6,028,709</u>		<u>\$866,877</u>	A

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
for Option 7A Unadjusted and Adjusted for
Ineligible FEMA Reimbursement and Town Funding
First Twenty Years of Operation
Penfield Pavilion I

	Unadjusted for Estimated Ineligible Costs		Adjusted for Estimated Ineligible Costs		Difference
	<u>Option 7A</u>	(1)	<u>Option 7A</u>	(1)	
	Repair & Elevate With Lockers		Repair & Elevate With Lockers		
Revenue					
Rental Penfield 1	\$3,969,155		\$3,969,155		\$0
Changing Rooms	889,668		\$889,668		\$0
Concession Fee	1,163,874		\$1,163,874		\$0
Parking Revenue	1,394,739		\$1,394,739		\$0
	<u>7,417,436</u>		<u>7,417,436</u>		<u>\$0</u>
Operational Expenses					
Salary/ Wages	1,340,294		1,340,294		\$0
Operations	373,097		373,097		\$0
Flood Insurance	29,157		29,157		\$0
Electric	303,717		303,717		\$0
Marketing	72,892		72,892		\$0
Heat	194,379		194,379		\$0
	<u>2,313,536</u>		<u>2,313,536</u>		<u>\$0</u>
Surplus From Operations	<u>5,103,900</u>		<u>5,103,900</u>		<u>\$0</u>
Debt Service - New Facility	1,236,100	(2)	2,090,850	(3)	(\$854,750)
Total Surplus From Operations	<u>3,867,800</u>		<u>3,013,050</u>		<u>\$854,750</u>

(1) Revenue & expense increased 2% per year for years 4 through 20 as shown in the Penfield Analysis Schedule.

(2) Represents debt service of \$940,000 for facility at 3%.

(3) Represents debt service of \$1,590,000 for facility at 3%.

(4) Represents proforma debt service at 3% of insurance recovery funds of \$1,750,000.

**Town of Fairfield
Penfield Pavilion I
Summary Schedule Comparing Options 1, 7, 7A, 7-FEMA Alternative, 8 and 9**

<u>OPTION #</u>	<u>NET TOWN EXPENDITURE</u>	<u>INSURANCE RECOVERY CONTRIBUTION</u>	<u>TWENTY YEAR SURPLUS</u>	<u>THIRTY YEAR SURPLUS</u>	<u>NON-TOWN CONTRIBUTIONS *</u>	<u>TOTAL PROJECT COST</u>
1	\$743,511	\$1,750,000	\$4,130,800	\$7,621,435	\$733,534	\$3,227,045
7	\$574,346	\$1,750,000	\$3,651,808	\$6,682,659	\$2,226,037	\$4,550,383
7A	\$943,927	\$1,750,000	\$3,867,800	\$7,358,435	\$3,334,782	\$6,028,709
7 - FEMA ALT	\$665,233	\$1,750,000	\$3,526,883	\$6,557,734	\$2,135,150	\$4,550,383
8	(\$1,746,684)	\$1,750,000	\$3,180,790	\$4,140,158	\$909,947	\$913,262
9	(\$1,022,282)	\$1,750,000	\$2,150,990	\$2,905,227	\$2,135,150	\$2,862,868

* CDBG Funds and FEMA Reimbursement



Penfield Pavilion Status Report

January 20, 2015

Presented by:

Penfield Building Committee - James Bradley, Chair
Robert Bellitto, Vice Chair, Andrew Graceffa, Secretary
Ian Bass, Jane Nelson, Ken Jones, Ellery Plotkin, Richard Speciale

Kevin Chamberlain, DeStefano & Chamberlain

Presentation Agenda

- Committee Charge
- Site Protection
- Research & Due Diligence, Considerations
- Repair Options
- Background
- Recommended Design Detail
- Bulkhead Improvements

Penfield Building Committee

- Formed by Board of Selectmen in December 2013
- Key Elements of Committee Charge
 - Review and recommend options and manage the repair of the Penfield Pavilion.
 - Be guided by engineering analysis, coastal and geotechnical engineering reports, FEMA standards, flood mitigation, technical reports.
 - Be guided by public comment and neighborhood concerns.
 - In evaluating options consider, minimizing ongoing maintenance, incorporating “green” initiatives and “time tested” design features.
 - Maximize opportunities for FEMA reimbursement.
 - Consider and integrate any flood mitigation measures.

Tropical Storm Irene - 2011



High winds/astronomical high tides;
Storm surge but low wave energy

Tropical Storm Irene - 2011



Impact to the Pavilion

- Erosion of sands underneath the building
- Several footings undermined
- Front entrance porch settled

Irene Restoration



Restoration of the Pavilion Included:

- Underpinning performed
- Protective bulkhead designed and constructed
- Building structure repaired and reopened



- Certain recommended modifications not completed

Tropical Storm Sandy - 2012



Category 2 Hurricane
downgraded to a post-
tropical cyclone. High
winds and storm surge.

Tropical Storm Sandy Damage

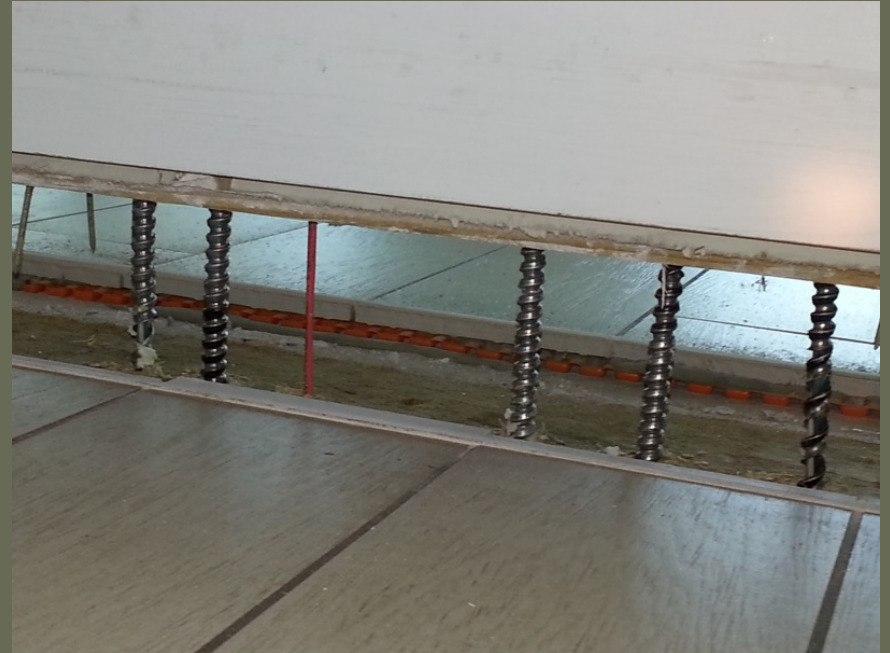


Impact to the Pavilion

- Existing spread footings performed poorly
- Loss of beach
- Sand behind bulkhead liquefied
- Sands surrounding and under footings eroded/scoured
- Existing bulkhead opening provided a convenient channel for sand transport and funneled flood waters – increasing velocity



Tropical Storm Sandy Damage



Impact to the Pavilion

- Foundation settlement
- Structural damage
- Damaged building systems and finishes
- Building deemed unsafe by Town Building officials

Post Sandy Investigations and Reports

- Structural engineer inspection of storm damage – footings, structure and interior.
- Mechanical, electrical and plumbing systems not inspected.
- Coastal engineer study of impacts of coastal storms.
- Geotechnical study, soil borings (testing) and report.
- Repair scope of work and cost estimating.
- Additional soil borings adjacent to and under building.
- Structural re inspection fall 2014

2014 Site Protection

- Committee approved additional protection and make-safe safety measures:
 - Additional security fencing
 - Inspection of gas and electrical systems
 - Installed alarm/security system
 - Temporary Removal of Gathering Hall Glass
 - In storage for reuse
 - Permanent closure of openings in bulkhead

PBC – Research and Due Diligence

- Presentations before the Committee:
 - JM Albaine Engineering (including results of 8/2013 Public Forum)
 - Roberge Associates Coastal Engineers
 - Heller and Johnsen Geotechnical Engineers
 - Fairfield DPW and Engineering Departments
 - Building Department
 - Conservation Department
 - Parks and Recreation Director
 - Town Plan and Zoning (including FEMA/Flood Zone requirements)
 - Town Risk Manager (insurance settlement)
 - Flood and Erosion Control Board
 - Report regarding additional soil borings

PBC – Factors Considered

Extent of foundation damage	Beach accretion and loss
Cause of damage/Contributing factors	Existing timber bulkhead location/performance
Feasibility of Repairs	Facility /site impact on neighborhood flooding
Existing site soil conditions	Constructability and project safety
Footing depths	Building height and mass – impact on neighborhood
Alternate foundation designs and soil bearing quality/capacity	Project Cost
Coastal Storm Impacts – past and future	Cost recovery funding resources
Coastal Storm protection	Insurance Claims
FEMA Flood Zone Requirements	Schedule
FEMA Reimbursement Rules	Chief Fiscal Officer Financial Summary

Repair Options

- PBC reviewed 11 repair options to varying degrees
 - 8 options were reviewed during the 8/14 Committee meeting
 - 3 options were added after the 8/14 meeting (two in response to public comment)
- 5 repair options given final consideration
 - Repair & Protect (Option 1)
 - Complete Demolition & Site Reconstruction (Option 8)
 - Demolition & Construct Smaller Facility (Option 9)
 - Modify & Raise Building (Option 7)*
 - Modify & Raise Building and Reconstruct East Wing (Option 7A)

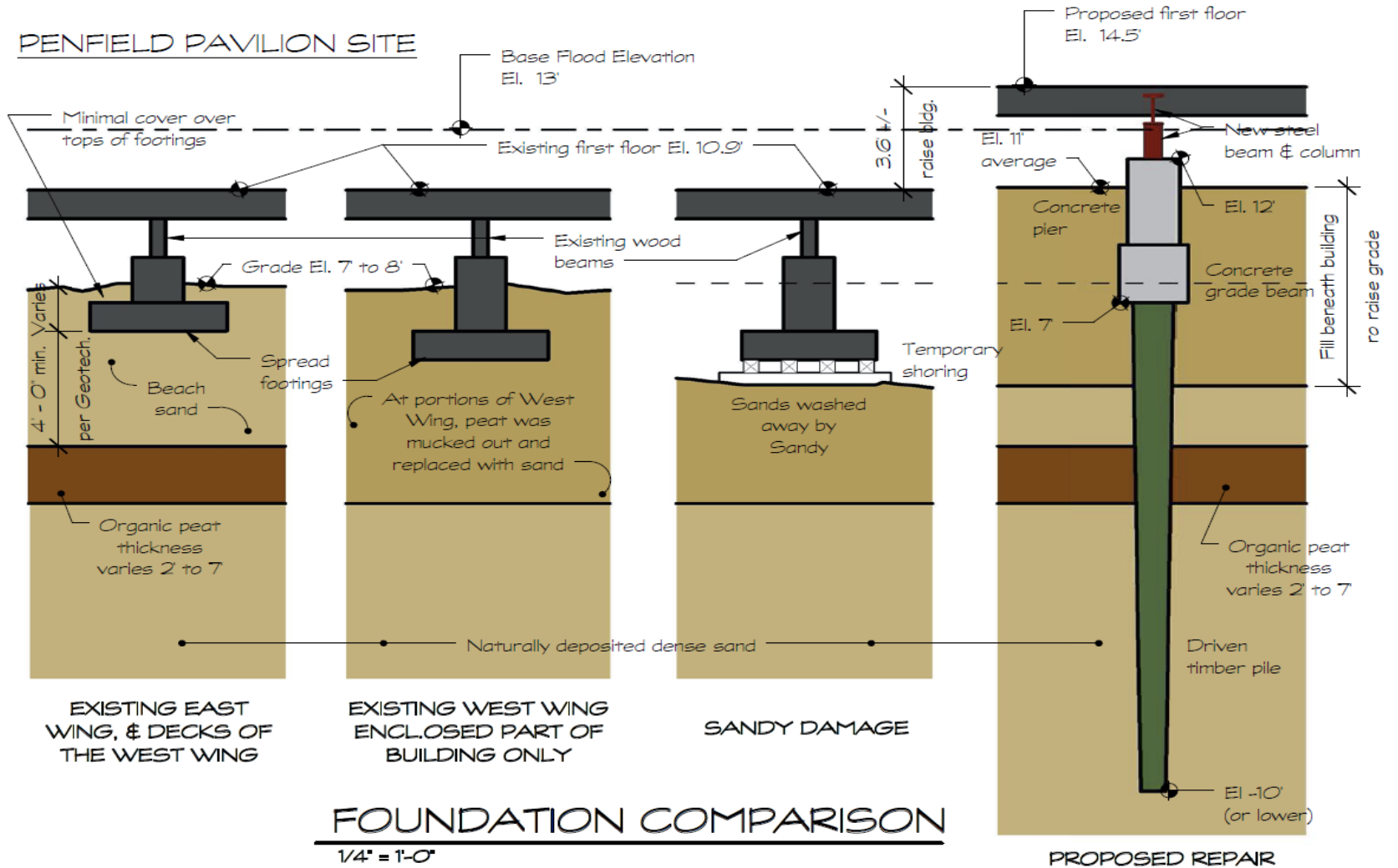
* The Committee originally approved Option 7. Option 7A was subsequently approved after financial information based on FEMA rules were provided by the Chief Fiscal Officer and endorsement given by the Parks and Recreation Department.

Background

- Pavilion Appraised Value: \$5,400,000 (determined during insurance settlement)
- Current FEMA requirements must be followed if the value of the repair is greater than 50% of the appraised value of the building.
 - Pavilion actual construction cost would need to be no greater than \$2,650,000
- Coastal and Structural Engineering Recommendation: the building should be re-supported on a new flood-resistant pile foundation system

Background (cont'd)

PENFIELD PAVILION SITE

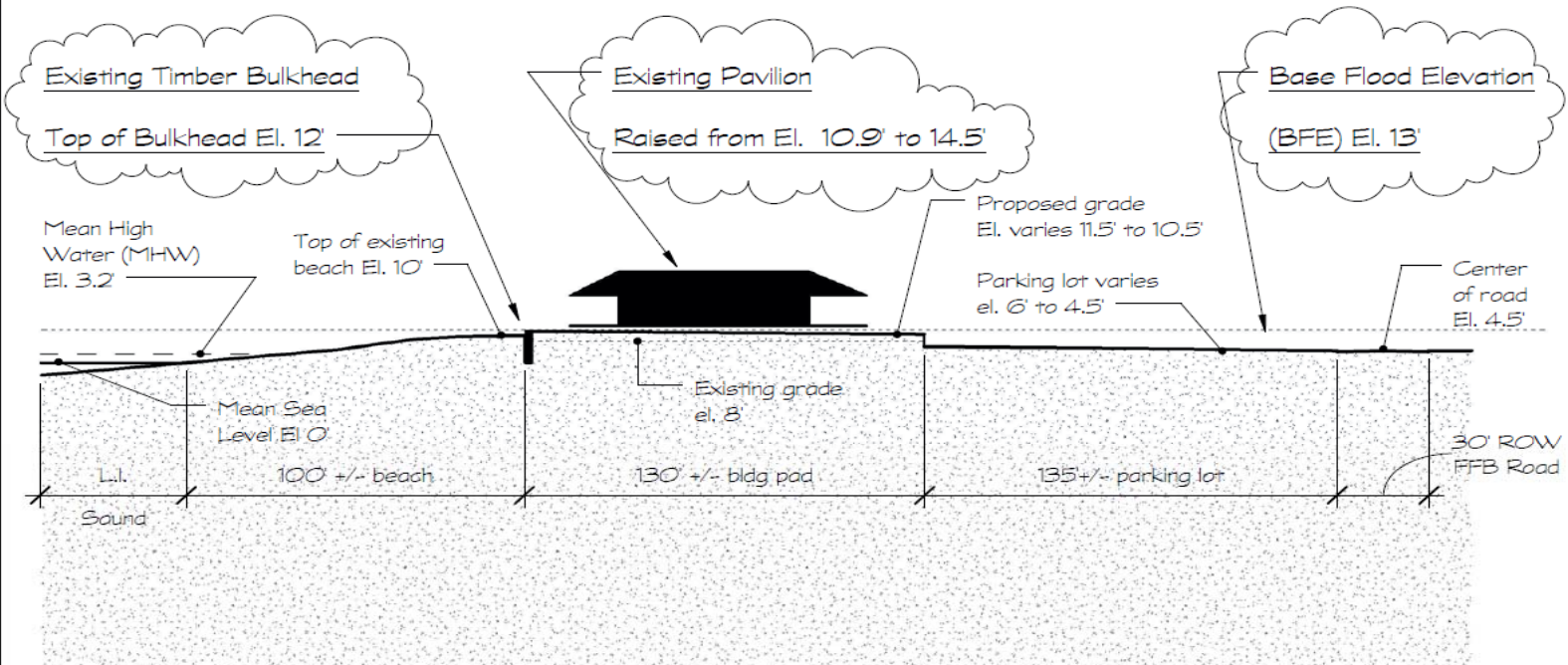


Background (cont'd)

- Site FEMA Flood Zone changed from an A zone (moderate wave action) to a V zone (high velocity wave action)
 - Original construction was FEMA AE Zone
 - AE zone: Base Flood Elevation (BFE) of 11.0' finish floor
 - V zone: Base Flood Elevation (BFE) of 13.0'
 - (Note: measured to lowest horizontal structural element)

Background (cont'd)

PENFIELD PAVILION SITE



SITE SECTION SHOWING REFERENCE ELEVATIONS

1" = 50'-0"

Option 7A Repair and Reconstruct

Committee Recommended Approach

- Demolish the East Wing and exterior decks
 - Not financially practical to move – tear off and reconstruct
- Lift/move the West Wing building into the parking lot
 - Repair structural and non-structural damage
- Construct new pile supported foundations for East and West Wings
- New steel elements supporting floor structure
- Redesign and reconstruct East Wing
- Create a new, continuous berm connecting Durrell Pavilion to Rickards Beach

Option 7A Repair and Reconstruct

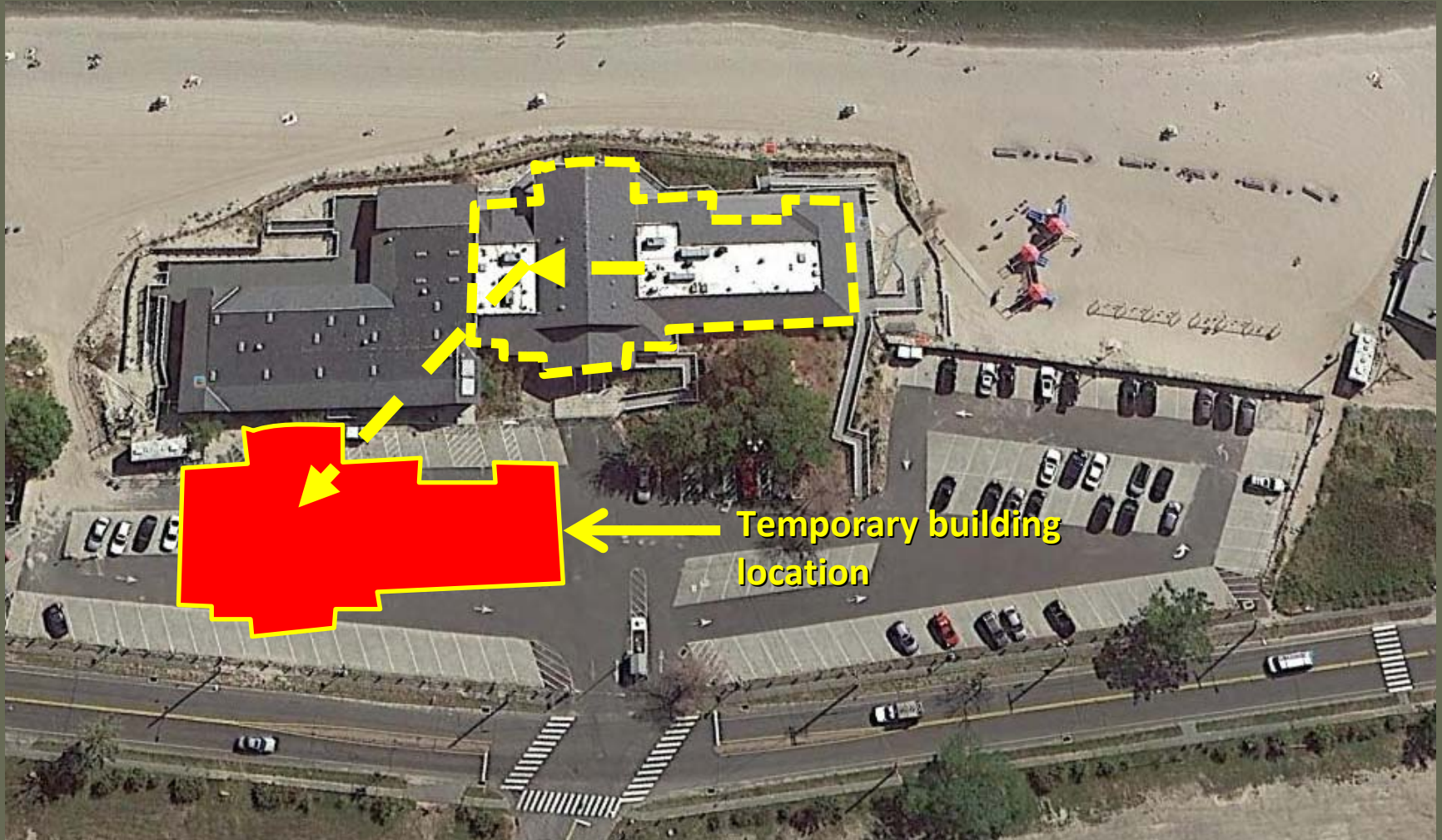
Committee Recommended Approach (cont'd)

- Move West Wing back in place, 3.5' higher in elevation
- Repair any remaining damage
- Fill beneath and around the building
- Construct on grade decking, new stairs and ramps
- Finished elevation of the site will be +12'

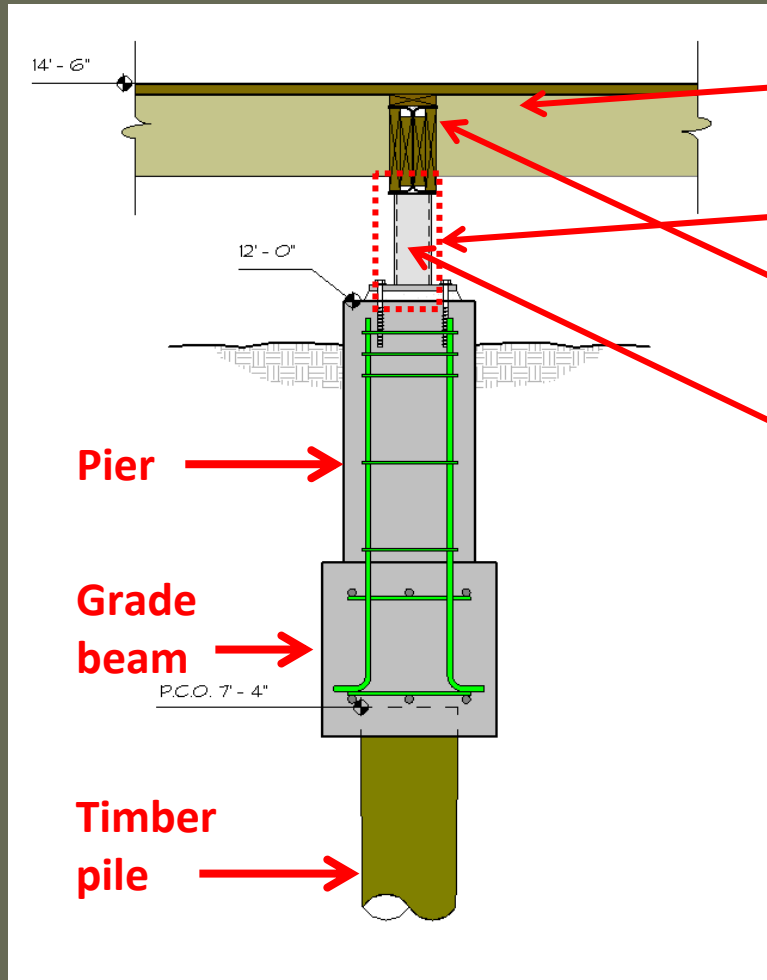
Estimated total project cost: \$6,028,709

The floor plan shows the existing building layout. A red dashed line outlines the 'Existing Locker Wing, decks and stairs to be Demolished', which includes the locker wing (rooms 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912,

Move Building



Install Foundations



Cut back existing floor joists

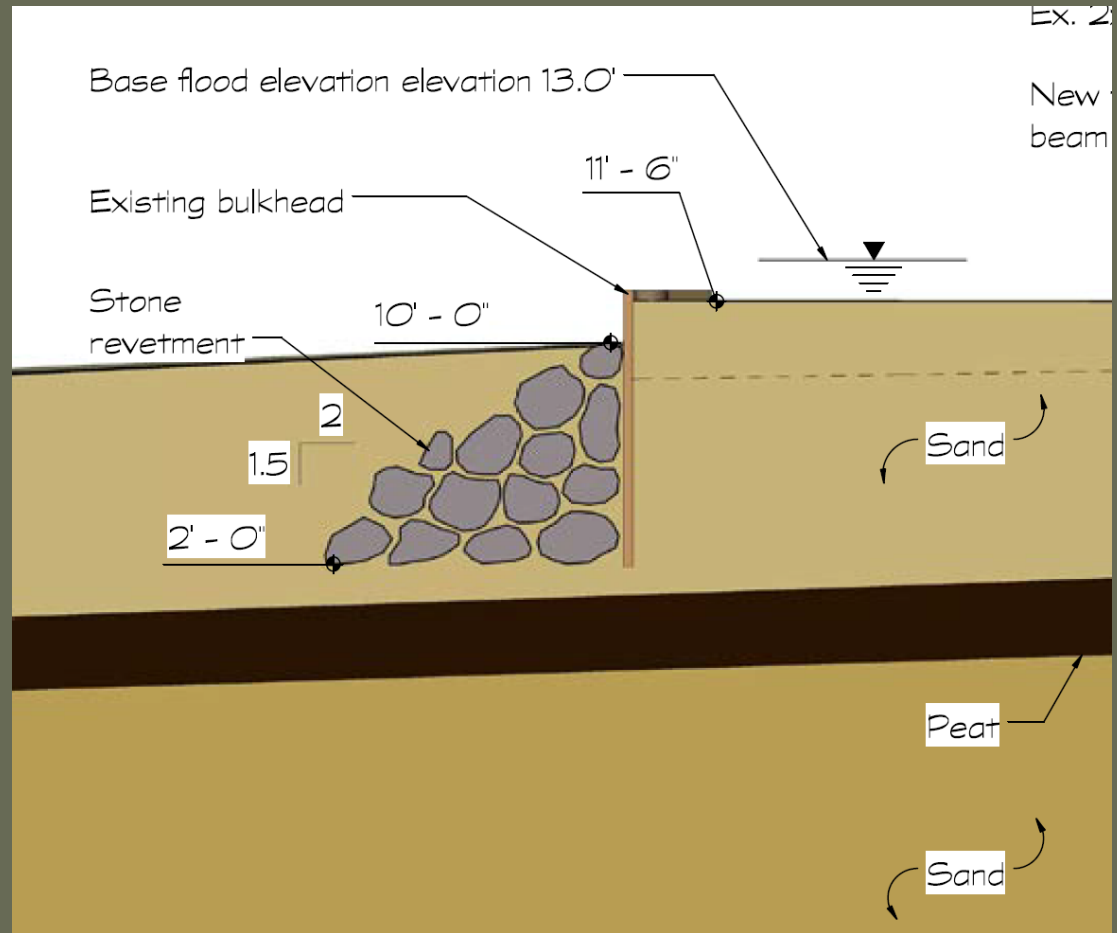
Remove existing dropped wood beams

Install galvanized steel beams with wood blocking

Install galvanized steel stub column down to concrete pier

Bulkhead Improvements

- Infill ALL openings in accordance with original design
- Riprap stone revetment on Long Island side of bulkhead



[illegible]

Option 7A – Elevations

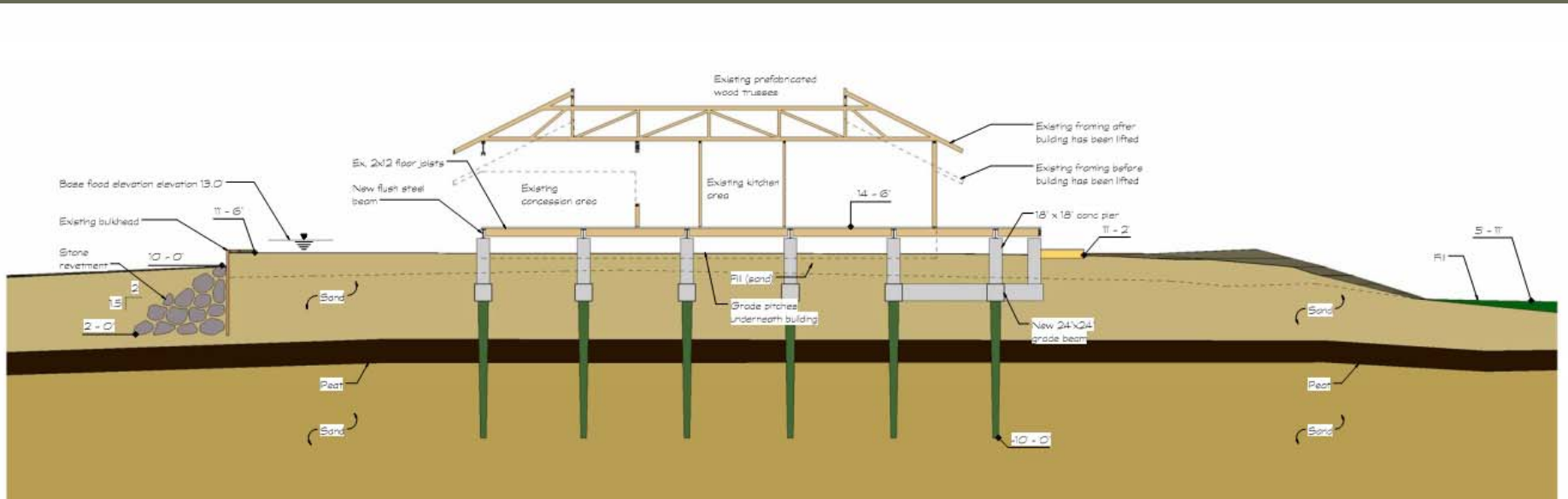


SOUTH ELEVATION



NORTH ELEVATION

Option 7A – Sections



CROSS SECTION

Option 7A – Renderings



View from the Southeast



View from the Southwest

Option 7A – Renderings



View from the Northwest

Jacky Durrell
5 Year Profit/Loss Statement 2010-2014

	FY	FY	FY	FY	FY
	2009-2010	2010-11	2011-12	2012-13	2013-14
	Actuals	Actuals	Actuals	Actuals	Actuals
Revenue					
# of Parties	113	115	115	117	123
Avg \$ rental	\$856	\$850	\$844	\$840	\$848
Res \$800	103	90	85	93	94
Mon/Tue - \$500	N/A	7	15	11	17
NRes - \$1200	10	18	15	13	12
Rentals Only Revenue	\$96,700.00	\$97,700.00	\$97,050.00	\$98,250.00	\$104,350.00
*Total Rental Revenue	\$99,577.00	\$104,400.00	\$99,100.00	\$100,250.00	\$106,300.00
* Includes cancellation & Storage Fees					
Expenses					
Salary/Wages	\$17,884.00	\$18,258.00	\$20,850.00	\$21,250.00	\$22,921.00
**Flood Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$947.00
Electric	\$1,200.00	\$1,300.00	\$1,391.00	\$1,644.00	\$1,346.00
***Operations	\$5,775.00	\$5,858.00	\$6,577.00	\$8,773.00	\$7,356.00
Total Expenses	\$24,859.00	\$25,416.00	\$28,818.00	\$31,667.00	\$32,570.00
Net Profit	\$74,718.00	\$78,984.00	\$70,282.00	\$68,583.00	\$73,730.00
** Please note that is a new Flood Insurance Policy for Damages under \$500,000. Damages over \$500,000 is covered in the Property & Liability Insurance Policy which is a blanket Policy for all town buildings.					
*** Operations includeds water, gas, supplies and minor maintenance					

A RESOLUTION APPROPRIATING \$6,028,709 FOR COSTS ASSOCIATED WITH THE REPAIR AND RESTORATION OF PENFIELD PAVILION AND AUTHORIZING THE USE OF \$1,750,000 OF INSURANCE PROCEEDS TO FUND SUCH APPROPRIATION AND THE ISSUANCE OF BONDS TO FUND THE PORTION OF SUCH APPROPRIATION NOT FUNDED BY INSURANCE PROCEEDS.

Resolved:

1. As recommended by the Penfield Building Committee, the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of Six Million Twenty-eight Thousand Seven Hundred Nine and 00/100 (\$6,028,709.00) Dollars to fund costs associated with the repair and restoration of Penfield Pavilion, including the West Wing and East Wing, temporary relocation of the West Wing, construction of new pile supporting foundation for the facility to meet FEMA standards, structural other repairs to the West Wing, reconstruction of East Wing, construction and design of new decks, ramps and stairs and site improvements which shall include maintaining a finish grade of +12 feet from the Durrell Pavilion to Richards Beach (the "Project"), inclusive of design and engineering fees, professional fees, construction and oversight costs and financing.
2. \$1,750,000.00 of such \$6,028,709.00 appropriation will be funded by funds recovered by the Town from insurance on Penfield Pavilion for damages caused by Super Storm Sandy.
3. To finance such remaining appropriation, and as recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield shall borrow a sum not to exceed Four Million Two Hundred Seventy-eight Thousand Seven Hundred Nine and 00/100 (\$4,278,709.00) Dollars and issue bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the remaining appropriation for the Project.
4. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary,

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

5. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing agreement, standby marketing agreements, bond purchase agreement, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
6. The bonds may be designated "Public Improvement Bonds," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than twenty (20) years therefrom. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.

7. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.
8. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
9. The First Selectman and Fiscal Officer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
10. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.
11. The First Selectman and other Town officials are authorized to seek grants and other contributions for the costs of the Project. Any such grants or other contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant to this Resolution and shall reduce the amount of the Bonds that can be issued pursuant to this Resolution. If such grants and other contributions are received after the issuance of the Bonds, they shall be applied to pay the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town

Meeting provided such application does not adversely affect the tax exempt status of the Bonds.

From: **Mayer, Robert** <RMayer@fairfieldct.org>
Date: Thu, Jan 15, 2015 at 7:02 PM
Subject: RE: Question regarding Penfield Rebuild
To: Pamela Iacono, "Tetreau, Mike" MTETREAU@fairfieldct.org
Cc: Jim Bradley, Stanton Lesser, Eileen Kennelly, Joe Michelangelo

Hello all,

Bob Mayer here re the following question:

Bob Mayer:

Have you analyzed the 20 year projections of revenue versus expense for Option 1 as you had for Option 7 and Option 7A as presented by the PBC? If not, please provide that analysis.

No I have not. This option was taken off the table for several reasons including, as I understand: (Messrs. Bradley and Michelangelo, you may wish to expand &/or correct the following if I have not stated the issues correctly.

- 1) The completed building would not be viable as it would be vulnerable to significant damage from future storms
- 2) There is a financial risk that the construction cost could increase by 2 – 3 million dollars due to uncertainty regarding what work would need to be performed to conform to flood control zoning rules and regulations.

Cheers all,
Bob

Robert Mayer, Chief Fiscal Officer

From: **Mayer, Robert** <RMayer@fairfieldct.org>
Date: Thu, Jan 15, 2015 at 6:10 PM
Subject: RE: PleaseForward ASAP fr Ellen Jacob Mon 1/12: Questions for Bob Mayer and Joe Michaelangelo
To: Pamela Iacono <piacono73@gmail.com>
Cc: "Bosse, Caitlin" <CBosse@fairfieldct.org>, "Tetreau, Mike" <MTETREAU@fairfieldct.org>

Hi Pam,

Here is the requested debt info. FY 2014 is actual. Debt service for FYs 2015 is based on actual scheduled bond debt service and estimated BAN payment allocation.

FY 2016 is based on actual scheduled bond debt service excludes any BAN payments because BANs not issued.

Amounts shown are cash flow requirements and do not include bond premium and discount amortization.

For total debt by Town, School and Sewer from page 50 of the CAFR which is on line.

Total Town debt	\$ 30.5	mill
Total School debt	\$152.9	mill
Total Sewer	\$.2	mill
Total Water	\$ 14.0	mill

FY 2014 debt service:

Town principle	\$ 671k
Town interest	\$ 1,211k
School principle	\$12,304k
School interest	\$ 6,628k

FY 2015 estimated debt service:

Town principle	\$ 4,475k
Town interest	\$ 1,650k
School principle	\$13,191k
School interest	\$ 6,240k

FY 2016 estimated debt service:

Town principle	\$ 2,745k
Town interest	\$ 1,390k
School principle	\$12,430k
School interest	\$ 5,736

Bob

Robert Mayer, Chief Financial Officer

From: **Kennelly, Eileen** <EKennelly@fairfieldct.org>
Date: Friday, January 16, 2015
Subject: Fwd: Question regarding Penfield Rebuild
To: "Tetreau, Mike" <MTETREAU@fairfieldct.org>
Cc: "jpbradleyllc@gmail.com" <jpbradleyllc@gmail.com>, "Lesser, Stanton H." <SLesser@town.fairfield.ct.us>, "Mayer, Robert" <RMayer@fairfieldct.org>, "Michelangelo, Joseph" <JMichelangelo@fairfieldct.org>, "Perugini, William" <wjp10rtm@snet.net>, "ffldrtm@gmail.com" <ffldrtm@gmail.com>

Response from Eileen Kennelly and Stanton Lesser for forwarding to Ms. Iacono:

Eileen Kennelly and Stan Lesser:

In repairing the Pavilion for the insurance proceeds provided as outlined in Option 1 proposed by the PBC, will the town's insurance company provide open reimbursement for supplement and previously undisclosed costs? **In the case of Option 1, which is the proposal to rebuild and repair in place, to the extent that additional damage related to the scope of work, which is limited to work necessary to restore the building to its condition as of the day prior to Sandy, is discovered our insurer will provide supplemental payments. Notice of the additional damage must be given to CIRMA and they need to be allowed to inspect to determine the new damage is causally related and we need to reach an agreement on the supplemental value.**

What is the cap on that reimbursement? **The full \$10,000,000 policy amount for flood coverage.**

Will the insurance company accept responsibility for achieving FEMA compliance if the cost of the repairs (as outlined in Option 1 proposed by the PBC) exceeds 50% of the structure's value? **That depends on why the cost exceeds 50%. If they substantially underestimated the cost of the scope of work as described above or if supplemental payments raise the cost to above 50%, then they will pay FEMA compliance costs up to the \$3,000,000 policy limit. Any other necessary upgrades for other code-required work is also included in the \$3,000,000 limit. However, as there have not been any other substantial building code changes since 2012, there are unlikely to be other large costs relating to codes.**

From: **Kennelly, Eileen** <EKennelly@fairfieldct.org>

Date: Fri, Jan 16, 2015 at 4:12 PM

Subject: RE: Question regarding Penfield Rebuild

Attached is the answer to the question Joe Michelangelo left for me to answer in his questions.

Answer to question directed to Joe Michelangelo:

What is the financial consequence of not achieving current FEMA compliance in the rebuilding of the Penfield Pavilion? Please elaborate on the adverse consequence from an insurance premium perspective in addition to all other financial liabilities for not achieving FEMA compliance.

From an insurance perspective, I don't think we have any choice about FEMA compliance, if FEMA compliance is required. Our insurer would likely decline to insure the building because it did not meet Code and therefore could not obtain a certificate of occupancy. For that same reason we wouldn't be able to use the building. If the cost to rebuild were below the threshold that requires FEMA compliance and other Code requirements were met, we would be able to get a certificate of occupancy and there would be no adverse effect on our premium as a result of rebuilding.

**G. David Mackenzie
505 Merwins Lane
Fairfield, CT 06824**

*****Responses from Gerry Lombardo, Parks & Recreation Director*****

January 9, 2015

Through:

Ms. Pamela Iacono, RTM Moderator

To:

Mr. Gerry Lombardo
Parks & Recreation Director
75 Mill Plain Road
Fairfield, CT 06824

Dear Gerry,

As you know, after its approval by the Board of Selectmen and the Board of Finance, the proposal to repair and restore Penfield Pavilion under Option 7A must now be approved by the RTM.

Several members of the BOS and BOF have based their support for the proposal, in part, on the projections of positive cash flow from the banquet hall operation. As you also know, some questions have been raised about those cash flow projections.

In order to ensure that members of the RTM make a well-informed decision, I would appreciate it if you would respond to the following questions in advance of the RTM committee meetings on this subject which are scheduled for January 19th and 21st.

First, using the projections provided by the Finance Department at the recent BOF meeting, in the first Twenty Years of Operation, Options 7, 7A, and 9 will all generate a Surplus from Operations. Here is my summary of the data, but I would appreciate your confirmation that it is accurate.

- They appear to be the same numbers present to BOF

	SURPLUS FROM OPERATIONS		
	Banquet Hall, No Lockers	Banquet Hall, Lockers	No Banquet Hall, No Lockers
	Option 7	Option 7A	Option 9
Year 1	91,500	132,500	27,500
Year 2	176,670	208,690	27,230
Year 3	202,333	231,733	26,956
Years 4-20	3,439,661	3,939,461	458,252
Subtotal	3,910,164	4,512,384	539,938
Inflation	690,432	790,754	91,995
Total Surplus	4,600,596	5,303,138	631,933

It is interesting to note that approximately 15% of the projected surplus is attributable to the assumption that both revenues and costs will increase at a 2% annual rate over this 20-year period.

Second, I'm assuming that the revenues and expenses associated with the Banquet Hall can be derived by subtracting the numbers for Option 9 (No Banquet Hall) from the numbers for Option 7 (With Banquet Hall). With that in mind, could you please confirm the following data:

	Banquet Hall, No Lockers			No Banquet Hall, No Lockers					
	Option 7			Option 9			Option 7 minus Option 9		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Revenue									
Rental Penfield I	75,000	147,000	175,000	-	-	-	75,000	147,000	175,000
Changing Rooms	-	-	-	-	-	-	-	-	-
Concession Fee	47,000	48,400	49,900	23,000	23,700	24,400	24,000	24,700	25,500
Parking Revenue	40,000	60,000	60,000	40,000	40,000	40,000	-	20,000	20,000
Total Revenue	162,000	255,400	284,900	63,000	63,700	64,400	99,000	191,700	220,500
Expenses									
Salary/Wages	39,000	46,400	49,400	17,000	17,500	18,000	22,000	28,900	31,400
Operations	15,000	15,500	16,000	10,000	10,300	10,600	5,000	5,200	5,400
Flood Insurance	4,000	4,080	4,162	4,000	4,080	4,162	-	-	-
Electric	12,500	12,750	13,005	4,500	4,590	4,682	8,000	8,160	8,323
Total Expenses	70,500	78,730	82,567	35,500	36,470	37,444	35,000	42,260	45,123
Net Profit	91,500	176,670	202,333	27,500	27,230	26,956	64,000	149,440	175,377

Based on these data, I would appreciate answers to the following questions:

1. You expect revenues from a second banquet hall on Penfield Beach to rise from \$75,000 to \$ 175,000 from Year 1 to Year 3 (or from 81 to 189 events at an average fee of \$925 per event) and then level off. What allowance, if any, is made for an adverse effect on the \$100,000 in annual revenues currently generated by Durrell Pavilion?
 - With Penfield being open 1 year we did not see a reduction in rentals. However we did see a slight reduction in revenue due to fewer nonresident rentals and an increase in Monday / Tuesday rentals at a discounted fee.
2. What allowance, if any, is made for economic cyclicalities over a 20-year period that would adversely affect revenues during economic downturns?
 - We did not account for the high or lows of the economic climate over 20 years.

Why does the presence of a banquet hall increase the Concession Fee for Option 7 vs. Option 9?

- The income received from the concession has no bearing on the presence of a banquet hall. However, the size of a smaller facility at Penfield has been

estimated at approximately 5000 sq. ft. which would yield a smaller concession. Jennings facility and concession was used as a benchmark when making the revenue estimates for a smaller concession at Penfield as the facility is very similar in size.

The Jennings Beach concession bid is approximately \$23,000 per season. We offer no equipment such as walk-in freezer, storage room, stoves etc. and it has a very small covered deck area which is the real draw for our patrons, especially seniors.

3. Why does the presence of a banquet hall increase Parking Revenue for Option 7 vs. Option 9?

- The amenities of the facility with a large cover and open deck area, restrooms with showers, and a large concession with a varying menu is the draw. In our first full season of operations our parking generated \$87,000, second season, while closed, generated \$63,000, and this past season with the facility closed and an increase in the daily parking fee we estimate \$40,000 of income. We anticipate that this approximate revenue amount would continue with a smaller facility.

4. Between Years 1 and 3 in Option 7, there is a 133% increase in the number of banquet hall events (189 vs 81). Why do the following line items show much smaller increases?

- a. Salary/Wages are up only 43% (\$9,400).
- The salary and wages increase with the number of hours the facility is open. We have both fixed and variable hours. Fixed hours are related to summer operations while the variable hours are related to rentals. 79 new rentals in year 2 will cost approximately \$6,600 and 30 new rentals in year 3 will cost approximately \$2,500. These numbers are all captured in projected expenses.
- b. Operations costs are up only 8% (\$400).
- Costs are based on the actual expenditures from the first year of operations. The only incremental cost associated with increased functions would be cleaning of windows, floors, and restroom supplies.
- c. Electric costs are up only 4% (\$323).
- We allotted for a 2% increase per year.

5. Why is there no allowance for the following expenses?

- a. **Heating**, since the banquet hall would be a year-round facility.
- **Was not included, this was an oversight. Cost \$8,000 per year**

- b. **Water.**
 - Water cost is included in operations portion of the budget
- c. **Property & Liability Insurance.**
 - The Town does not pay separate premiums for our buildings that are covered for property insurance or liability insurance. Our property insurance covers flood damage that exceeds \$500,000 on any of our buildings. We do get individual coverage for buildings for flood insurance under \$500,000. Penfield turned out to be less expensive to insure than we had originally thought. Our premium will be approximately \$1,200, for a Net Saving of \$2,800.
- d. **Maintenance & Repairs,** since the banquet hall will be heavily used.
 - This cost is included in the operations budget. We anticipate replacing of chairs & tables, cleaning of the facility, fixing minor plumbing and electrical issues, and painting.
- e. **Marketing,** since you stated at one meeting that it might cost \$30,000 per year.
 - I misspoke saying \$30,000 for marketing at BOS, the actual number is \$3,000 and was not included in the operations budget.
- f. **Security System,** plus the additional demands on Police.
 - We do have a security system and the fee to monitor that is budgeted in DPW budget as the Town does not charge back to departments. The cost for the monitoring and inspection of the system cost approximately \$1320 per year. As for the additional demands on the Police they respond to an alarm as they would to any building or home. I am not aware of an overabundance of alarms or false alarms. If police are required to be present at a function, the cost is paid for by the customer, per the contract.
- g. **Overall management** of the banquet hall since booking 189 events per year will require substantial management and administrative time (e.g. to respond to inquiries from prospective users; to process applications; to track rental fees, security deposits, and refunds; to ensure compliance with insurance, liquor liability certificates, liquor licenses, public health and safety regulations; to arrange deliveries; to monitor conduct, compliance with curfews, noise regulations, set-up, break-down, trash removal and cleaning requirements; to maintain financial records and bank accounts; and to create and execute a marketing plan). The cost of benefits for the manager should be included since this is not seasonal employment.

- As you know the administrative staff oversees all aspects of the offerings of the Parks and Recreation Department operations, recreation programs, special events, golf, waterfront, and Penfield. Without a true time management study it is very hard to give a firm percentage of time allocated for all they do. As you mention above, the office staff responds to Penfield inquiries, processes applications, tracks fees and refunds, executes a marketing plan and oversees the financials. The staff does not monitor conduct, compliance with curfews, noise regulations, set-up, break-down, trash removal and cleaning requirements, this is handled by the Part-time director and the staff working the function, which is accounted for in salary/wages.

6. For a better understanding of all of the revenue and expense issues, it would be helpful to also have a Profit & Loss statement for the Jackie Durrell Pavilion over the last five years.

- See Attachment (Jacky Durrell 5yr Profit / Loss Statement).

Based on the considerations listed above, the cash flow differential for having the banquet hall (versus not having it) might realistically be modified as follows:

O Current Net Cash Flow projected for the Banquet Hall in Year 3:	~ \$ 175,000
O If allowance is made for the negative impact on revenues from Durrell and for economic cyclicity:	-25,000
O If Parking and Concession revenue didn't increase:	-45,500
O If Salary/Wages, Operations, and Electric go up 100% when rentals increase by 133%:	<u>-25,000</u>
Adjusted Net Cash Flow projected for the Banquet Hall:	\$ 79,500

This adjusted \$ 79,500 surplus could easily be consumed by the costs that were not included in your projections (like management, marketing, heating, water, etc.) meaning that the Banquet Hall might at best generate only a modest operating surplus and would not be able to pay for itself. Instead, the debt service on the \$2 million cost of the Banquet Hall*, which would average \$131,500 per year for the first 20 years based on the Finance Department's formula, would cost the Town \$2.63 million over that period. Do you agree?

- I respectfully disagree and stand by our original numbers with the nominal adjustments noted above.

* Note: The difference between the projected cost of Option 7 (\$4.55 million) and Option 9 (\$2.86 million) is only \$1.7 million, but the cost of the latter is inflated because, unlike the former, it assumes no re-use of existing fixtures, equipment and materials.

I would appreciate your comments and insights on these questions and thank you in advance for your cooperation and help.

I hope I was able to answer your questions. Please feel free to contact me to discuss any further questions you may have.

Thanks

Gerry Lombardo

Sincerely,

G. David Mackenzie

RTM – District 3

cc: Mr. Michael C. Tetreau
Mr. Thomas Flynn
Ms. Pamela C. Iacono
Mr. James P. Bradley
Mr. Robert Mayer
Mr. Edward J. Bateson

From: **James Bradley** <jbradleyllc@gmail.com>

Date: Sat, Jan 17, 2015 at 8:07 PM

Subject: Re: PBC Response Regarding Option 7 and 7A Budgets

To: Bill Perugini (D-10)

Cc: "Tetreau, Michael, Iacono, Pamela, Kennelly, Eileen, Michelangelo, Joseph, Robert Bellitto Jr, Andrew Graceffa, Heer, David, Procino, K.

Bill: Attached please find a copy of the side-by-side budget variance analysis of Option 7 and Option 7A construction project budgets as prepared by Shawmut Design and Construction, the construction manager. This document should provide you with an explanation of the additional cost attributable to Option 7A, adding back the lockers, decks, ramps, restrooms, etc.

The project budget for Option 7A assumed Option 7 as a scope and cost baseline. The project budget for Option 7 is based on Design Development documents. The increased scope and cost for adding the lockers and restrooms back, Option 7A, is based on a conceptual budget.

The project budget for adding the lockers back results in added scope and cost of \$230/square foot. This unit budget cost is right about where it should be for single story, light frame building on timber pile foundations.

The proposed locker wing add back will be reconstructed on a timber pile supported foundation assuming the new FEMA "V" Flood Zone elevation.

Reusable materials will be salvaged from the existing East Wing.

Both Option 7 and 7A budgets assume appropriate design and construction contingency.

I hope this material meets your requirements. Sorry for the delay.

Best,

Jim Bradley

Responses to questions received 11/15/15

Joseph Michelangelo

What is the financial consequence of not achieving current FEMA compliance in the rebuilding of the Penfield Pavilion?

The immediate financial ramifications of leaving the building below the Base Flood Elevation can be discerned from Bob Mayer's financial evaluation of the non FEMA compliant building (Option 1) versus the other options. As far as the long range consequence, the Town is in the same position as many of the private property owners in the Beach area. Owning a building below the base flood elevation has many financial risks. If a non-compliant Penfield Pavilion hypothetically gets re-damaged in 5 or 10 years, I would not be able to predict the specific financial ramifications. However, there will certainly be more unknowns at that time then they are with the present situation.

When the Michelangelo family was looking at homes in Fairfield in early 2013, the specific reason why we did not purchase very nice homes on Clinton and Longdean was the potential financial consequences of owning a home at non-compliant FEMA elevations. There is a risk.

Please elaborate on the adverse consequence from an insurance premium perspective in addition to all other financial liabilities for not achieving FEMA compliance.

I believe Eileen Kennelly is addressing this question, as it is more under her purview.

Are there FEMA compliance stipulations for the \$500,000 Block Grant that was provided to the town for rebuilding the Pavilion? For instance, can that \$500,000 Grant be applied to the rebuilding of the Pavilion even if it does not meet current FEMA standards?

Yes, there are compliance stipulations. The second paragraph of award letter dated 6/19/14 specifically states that "all utilities and the building will be raised above the 100 year base flood elevation." Additionally, please note that item #1 of the conditions mention some of the environmental reviews that will be required for this project. I do not feel a building below the base flood elevation will pass these reviews.

As far as the size and type of features of the Pavilion, the grant does not stipulate the inclusion lockers, gathering room, concessions, etc. As long as this is for a beach pavilion, it satisfies the grant.



Dannel P. Malloy
Governor

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Evonne M. Klein
Commissioner

June 19, 2014

Mr. Joseph Michelangelo P.E.
Director of Public Works
Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

**Re: Repair of Penfield Pavilion
CDBG-DR Public Facilities Application**

Dear Mr. Michelangelo:

The Department of Housing (DOH) has reviewed your application for financial assistance in the amount of \$500,000 for the public facility repair of the Penfield Pavilion which was damaged by Superstorm Sandy on October 29, 2012. You requested that DOH provide this financial assistance with the funds allocated by the State of Connecticut from the US Department of Housing and Urban Development (HUD) under the Community Development Block Grant – Disaster Recovery (CDBG-DR) program which is administered by DOH.

Penfield Pavilion is located at the very popular Fairfield Beach between Long Island Sound and Fairfield Beach Road. The project will include repairs to key structural components, all utilities and the building will be raised above the 100 year base flood elevation.

This letter serves to outline certain basic provisions and conditions if funding were to be approved. **This letter is not a contract.** The State shall not be bound until an Assistance Agreement has been fully executed in accordance with all applicable Federal, State and Local Laws.

Conditions of CDBG-DR assistance includes:

1. Compliance with the National Environmental Policy Act (NEPA) including completion of the Statutory Checklist, Environmental Assessment Checklist and the Environmental Review Record.
2. HUD's written approval of the Release of Funds upon completion of NEPA requirements. Be advised, DOH is prohibited from incurring any hard costs, or entering into contracts prior to HUD's written approval of DOH's Request for Release of Funds (24 CFR Part 58, Section 58.22(a)).
3. Execution of the Assistance Agreement and supporting documents required for grant award.
4. **A Grant in the amount of \$500,000 from Tranche 1 may be secured upon HUD's approval for the Release of Funds; Passage of a Town/City Resolution to Accept Funds; and an Executed Assistance Agreement and supporting documents.**

Thank you for your application to the CBBG-DR Program. If you have any questions about this letter, please contact John Rosenthal, Economic and Community Development Agent, at 860-270-8173.

Cordially,

Evonne M. Klein
Commissioner

Penfield 1 - Jacky Durrell Pavilion
15 Month Comparison With Both Pavilions Open
August 2011 - October 2012

Penfield 1				Jacky Durrell		
	Rentals	Revenue			Rentals	Revenue
August	8	\$ 7,750.00		August	16	\$13,300.00
September	12	\$ 12,000.00		September	17	\$14,800.00
October	10	\$ 9,600.00		October	4	\$3,600.00
November	11	\$ 10,700.00		November	Closed For Winter	\$0.00
December	10	\$ 8,250.00		December	Closed For Winter	\$0.00
January	5	\$ 4,000.00		January	Closed For Winter	\$0.00
February	2	\$ 1,100.00		February	Closed For Winter	\$0.00
March	5	\$ 4,300.00		March	Closed For Winter	\$0.00
April	11	\$ 10,200.00		April	3	\$2,400.00
May	16	\$ 16,150.00		May	16	\$13,600.00
June	12	\$ 12,150.00		June	36	\$29,950.00
July	10	\$ 10,100.00		July	12	\$11,150.00
August	11	\$ 11,650.00		August	16	\$14,350.00
September	17	\$ 15,650.00		September	24	\$20,500.00
October	17	\$ 17,500.00		October	8	\$6,400.00
Totals	157	\$ 151,100.00		Totals	152	\$130,050.00
	Average per Rental	\$962.00			Average per Rental	\$856.00
	*Total Revenue	\$152,350.00			*Revenue	\$133,150.00
	*Includes Cancellation & Storage Fees				*Includes Cancellation & Storage Fees	
	Resident Rentals	123			Resident Rentals	131
	Non Residents	34			Non Residents	21

Base Rent shown is for the twelve month period during Fiscal Year 2014/2015 unless otherwise noted.												
#	Property Address	Lease Term	Tenant	Sq. Feet	Base Rent/SF	Base Rent/ mo	Addl Rent/ mo	Total Rent/ mo	Base Rent/ year	Addl Rent/ yr	Total Rent/ yr	Notes
1	100 Mona Terrace	7/1/2014 - 6/30/2017	A Child's Garden	10,000	\$6.46	\$5,379	\$400	\$5,779	\$64,550	\$4,800	\$69,350	
2	1443 Stratfield Road	Renewal Pending	American Legion	1,824	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
3	197 Reef Road	Use by Deed and Agreement	American Legion	2,962	N/A	\$0	\$0	\$0	\$0	\$0	\$0	
4	3965 Congress Street	1/26/1999 - 1/26/2024	AT&T	Cell Tower	N/A	\$3,934	\$0	\$3,934	\$47,210	\$0	\$47,210	
5	100 Mona Terrace	Renewal Pending	Center For Women & Families	150	\$12.00	\$150	\$0	\$150	\$1,800	\$0	\$1,800	
6	Patio at 1435 Post Road	Seasonal	Centro Ristorante	809	\$12.24	\$1,650	\$0	\$1,650	\$9,900	\$0	\$9,900	Rent Due = 6 months. May - October 2014 Rent Shown. Lease to be renewed in 2015.
7	Sidewalk at 1326 Post Road	Seasonal	Chelsea	66	\$15.00	\$165	\$0	\$165	\$990	\$0	\$990	Rent Due = 6 months. May - October 2014 Rent Shown. Lease to be renewed in 2015.
8	125 Penfield Road	7/1/2005 - 12/31/2022	Fairfield Counseling Services	3,158	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
9	370 Beach Road	7/25/2005 - 7/25/2104	Fairfield Historical Society	12,117	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
10	210 Old Dam Road	Winter Lease - 11/29/2012 - 5/15/2033	Fairfield Indoor Tennis	32,749	\$1.83	\$8,571	\$0	\$8,571	\$60,000	\$0	\$60,000	Winter Lease. Rent Due = 7 months. Office = 2,989 sq. ft., Courts = 29,760 sq. ft.
11	210 Old Dam Road	Summer Lease	Fairfield Indoor Tennis	32,749	\$0.82	\$5,400	\$0	\$5,400	\$27,000	\$0	\$27,000	Summer Lease. Rent Due = 5 months. Office = 2,989 sq. ft., Courts = 29,760 sq. ft. Lease to be renewed in 2015.
12	611 Old Post Road	7/1/2013 - 6/30/2016	Fairfield Municipal Credit Union	1,250	\$18.82	\$1,960	\$0	\$1,960	\$23,520	\$0	\$23,520	
13	70 Sanford Street	7/1/2003 - 6/30/2033	Fairfield Theatre Company	20,504	\$2.21	\$3,778	\$0	\$3,778	\$45,336	\$0	\$45,336	\$2 Per Ticket Sold. FY13/14 Revenue Shown.
14	388 Hoyden's Hill Road	Month to Month	Golf Superintendent Cottage	1,346	\$10.70	\$1,200	\$0	\$1,200	\$14,400	\$0	\$14,400	
15	3763 Congress Street	1/1/2014 - 12/31/2016	Greenfield Farms	10 Acre Farmland	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
16	1838 Black Rock Turnpike	1/26/1990 - 1/25/2030	Grella Family Invest. Partnership	2.57 Acre Parking Lot	N/A	\$0	\$0	\$0	\$1	\$0	\$1	

17	2425 Morehouse Highway	1/1/2015 - 12/31/2015	H. Smith Richardson Concession	3,304	\$10.97	\$3,021	\$0	\$3,021	\$36,257	\$0	\$36,257	Calendar Year 2014 Rent Shown.
18	880 South Benson Road	Seasonal	Jennings Beach Concession	Refreshment Stand	N/A	\$7,467	\$133	\$7,600	\$22,400	\$400	\$22,800	2014 Season Rent Shown. Rent Due = 3 months. Lease to be renewed in 2015.
19	Morehouse Highway	Seasonal	Lake Mohegan Concession	Refreshment Stand	N/A	\$533	\$67	\$600	\$1,600	\$200	\$1,800	2014 Season Rent Shown. Rent Due = 3 months. Lease to be renewed in 2015.
20	100 Reef Road	11/30/2008 - 11/30/2033	MetroPCS	Cell Tower	N/A	\$2,838	\$0	\$2,838	\$34,055	\$0	\$34,055	
21	Patio at 1418 Post Road	5/1/2014 - 4/30/2015	Old Post Tavern	560	\$22.14	\$1,033	\$0	\$1,033	\$12,400	\$0	\$12,400	
22	3965 Congress Street	3/3/2014 - 3/3/2019	Omnipoint/T-Mobile Comm.	Cell Tower	N/A	\$3,183	\$0	\$3,183	\$38,200	\$0	\$38,200	
23	50 Nichols Street	5/15/2007 - 5/14/2017	Operation Hope	8,000	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
24	Fairfield Train Station	6/1/2009 - 6/1/2018	Parking Authority	Commuter Parking Lot	N/A	\$34,167	\$0	\$34,167	\$410,000	\$0	\$410,000	
25	Mill Plain Road Lot	11/1/2014 - 11/30/2015	Parking Authority	Commuter Parking Lot	N/A	\$4,000	\$0	\$4,000	\$48,000	\$0	\$48,000	
26	240 Colony Street	6/13/2012 - 6/30/2015	Pilot House	6,100	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
27	725 Old Post Road	5/23/2003 - 5/22/2102	Saint Paul's Nursery School	Playground Area	N/A	\$42	\$0	\$42	\$500	\$0	\$500	
28	555 Turney Road	Seasonal	South Benson Marina Concession	Fuel Dock & Refresh. Stand	N/A	\$571	\$14	\$586	\$4,000	\$100	\$4,100	2014 Season Rent Shown. Rent Due = 7 months. Lease to be renewed in 2015.
29	1505 Pequot Avenue	Seasonal	Southport Beach Concession	Food Truck	N/A	\$300	\$0	\$300	\$900	\$0	\$900	2014 Season Rent Shown. Rent Due = 3 months. Lease to be renewed in 2015.
30	100 Mona Terrace	Month to Month	Southwest Connecticut EMS	486	\$10.89	\$441	\$0	\$441	\$5,292	\$0	\$5,292	
31	2963 Bronson Road	7/30/2002 - 7/30/2032	Sprint	Cell Tower	N/A	\$1,422	\$0	\$1,422	\$17,067	\$0	\$17,067	
32	3965 Congress Street	5/1/2013 - 4/30/2018	Sprint	Cell Tower	N/A	\$4,554	\$0	\$4,554	\$54,653	\$0	\$54,653	Renewable in 20 years - Expiring 4/30/2038
33	3965 Congress Street	2/1/2016 - 2/1/2021	Verizon Wireless	Cell Tower	N/A	\$2,696	\$0	\$2,696	\$32,354	\$0	\$32,354	Renewable in 10 years - Expiring 2/1/2031
	Total All leases					\$98,458	\$614	\$99,072	\$1,012,392	\$5,500	\$1,017,892	



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Condemnation Board
Fairfield, Connecticut 06824

(203) 256-3020
FAX (203) 256-3080

Condemnation Board Meeting

December 15, 2014 - 2:00 p.m.

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

AGENDA

- I. Call to Order by the Chairman***
- II. Approval of Minutes: November 17, 2014***
- III. Communications – Condemnation & Blight***
- IV. CONDEMNATION Old Business***
 1. 332 Meadow Street (Lexus property)
- V. CONDEMNATION- New Business***
- VI. BLIGHT ORDINANCE – Old Business***
 - a. 355 Kings Highway (Kings Hwy LLC c/o Paul Miller Buick)
 - b. 410 North Cedar (Boe)
 - c. 741 Old Stratfield Road
 - d. 92 Lovers Lane
 - e. 60 Vermont Avenue
 - f. 96 Adley Road
 - g. 277 Morehouse Drive
 - h. 1280 Stratfield Road
 - i. 559 Old Dam Road
 - j. 1008 Fairfield Beach Road
 - k. 98 Harris Street
 - l. 41 Four Seasons Road
 - m. 4185 Black Rock Turnpike
- VII. BLIGHT ORDINANCE – New Business***

Chapter 51

BLIGHT PREVENTION

[HISTORY: Adopted by the Representative Town Meeting of the Town of Fairfield 9-27-2004. Amendments noted where applicable.]

GENERAL REFERENCES

Citations hearings — See Ch. 11.

Buildings — See Ch. 56.

Fire prevention — See Ch. 64.

Littering — See Ch. 72.

Abandoned refrigerators — See Ch. 86.

Unfit properties and structures — See Ch. 100.

§ 51-1. Statutory authority; purpose.

- A. This chapter is enacted pursuant to the authority granted to the Town of Fairfield under Connecticut Statutes § 7-148(7)(H)(xv).
- B. This chapter prohibits any owner, agent tenant or person in control of real property located in the Town of Fairfield from allowing, creating, maintaining or causing to be created or maintained a blighted premise. The chapter also establishes penalties for violations of this chapter.

§ 51-2. Definitions.

For the purpose of this chapter, the following words, terms and phrases shall have the following meanings ascribed to them in this chapter.

BLIGHTED PREMISES

Real property, including any building or structure located thereon, which is and continues to be in a state of disrepair or is becoming dilapidated.

BLIGHT PREVENTION OFFICER

The Town official or officials designated by the First Selectman to act as Blight Prevention Officer(s). The Building Official, Fire Marshal and Director of Health shall be eligible to be blight prevention officers. The First Selectman shall designate one blight prevention officer to direct the blight prevention officers. **[Amended 5-19-2014]**

BUILDING or STRUCTURE

An edifice of any kind or any piece of work artificially built or composed of parts joined together in some form which is built or constructed on any real property. The words "building" and "structure" shall be construed as if followed by the words "or part thereof." Accessory buildings or structures, canopy, awnings, marquees, and each and every type of portable

equipment shall be considered "buildings" or "structures" within the meaning of this definition.

STATE OF DISREPAIR or BECOMING DILAPIDATED

In a physically deteriorating condition which, if left unabated, would cause an unsafe or unsanitary condition or a nuisance to the general public which may be evidenced by one or more of the following conditions:

- A. Multiple missing, broken or boarded up windows and/or doors;
- B. Collapsing or missing walls or roof;
- C. Seriously damaged or missing siding;
- D. Fire or water damage;
- E. Infestation by rodents or other pests;
- F. Excessive amounts of garbage or trash on the property;
- G. Inoperative or unregistered motor vehicles or inoperative boats parked, kept or stored on the premises unless garaged or the premises is properly permitted as a junkyard;
- H. Commercial parking lots left in a state of disrepair or abandonment; and
- I. Vacant buildings or structures left unsecured or unguarded against unauthorized entry.
- J. Graffiti. **[Added 3-23-2009]**

§ 51-3. Prohibition of blighted premises.

No owner, agent, tenant or person in control of real property located in the Town of Fairfield shall allow, maintain, or cause to be maintained, a blighted premises.

§ 51-4. Determination of violation.

- A. Upon receiving a written complaint of a possible violation signed by the complainant, the Blight Prevention Officer shall make an investigation.
- B. If after investigation a probable violation is found to exist, the Blight Prevention Officer shall serve written notice to the owner(s) and agent, tenant and/or person in control of the real property where the violation occurred. The notice shall be mailed by both regular mail and certified mail, return receipt requested, to the last known address of the owner(s) and agent, tenant and/or person in control other than the legal owner(s). A copy of such notice shall be sent to the Town Department of Social Services when the Blight Prevention Officer deems it appropriate. **[Amended 3-23-2009]**
- C. Such notice shall state the probable violation(s) and the conditions evidencing such violations and require the person to whom it is delivered to attend a hearing before the Town Condemnation Board to determine whether there has been a violation and, if so, to establish a plan for abatement of such violation, including the date by which such violation shall be fully abated.
- D. After the hearing the Town Condemnation Board shall make a written determination whether a violation has [in fact] occurred, the actions to be taken to abate such violation and the date by which such violation shall be fully abated. The date by which such

violation shall be fully abated shall not be less than 30 days from the date the written determination is mailed.

- E. The written determination shall be mailed by both regular mail and certified mail, return receipt requested, to the last known address of the owner, agent, tenant and/or person in control other than the legal owner.

[Amended 3-23-2009]

§ 51-5. Penalties for offenses.

Violations of the provisions of this chapter shall be punishable by a fine of \$100 for each day a violation exists after the date established in the determination of the Condemnation Board made under § **51-4D** for full abatement of such violation.

§ 51-6. Enforcement citations.

[Amended 3-23-2009]

If any violation remains unabated after the date established in the written determination of the Condemnation Board, the Blight Prevention Officer is hereby authorized and required to issue a citation to the violator in accordance with this chapter. The Blight Prevention Officer will forward a copy of said citation to the Town Attorney for recording if necessary. The final period for the uncontested payment of any citation under this chapter shall be 30 days after the mailing of or serving of the citation.

§ 51-7. Citation procedures.

The procedures established in the ordinance entitled "Ordinance Establishing a Hearing Procedure for Citations" *Editor's Note: See Ch. 11, Citations Hearings.* will apply to citations issued under this chapter.

§ 51-8. Recording of lien.

[Amended 3-23-2009]

Any unpaid fine imposed shall constitute a lien upon the real estate against which a fine has been imposed in accordance with Connecticut General Statutes § 7-148aa. Each such lien shall be continued, recorded and released as provided for in § 7-148aa. The Town Attorney shall record a lien in the Town Clerk's office against any real estate upon which a fine has been imposed and remains unpaid for 30 days or more.

§ 51-9. Municipal performance to correct; costs.

[Amended 3-23-2009]

In the event any owner, agent, tenant or person in control of real estate shall fail to abate or correct any violation specified in any notice, after the issuance of an enforcement citation for such failure, which citation has become final through the failure of such owner, agent, tenant, or person in control of real estate to appeal from the issuance of said citation, or by such appeal being sustained, the Town of Fairfield, acting through its Blight Prevention Officer, may cause or take such action as is necessary to correct such violation. The cost to take such action shall be a civil claim by

the Town against such owner, agent, tenant, or person responsible for such property and the Town Attorney may bring an action to recover all such costs and expenses incurred.

§ 51-10. Exemptions for pending special permit or site plan.

Any blighted premises for which a special permit or site plan application for improvements to the blighted premises is pending shall be exempt from the provisions of this chapter for a period of not more than 120 days from the date of submittal of a complete application to the Town Plan and Zoning Commission.

§ 51-11. Notice of Penalties Assessment with Clerk of Superior Court.

If enforcement citation fines levied in accordance with this chapter are not paid within 30 days, despite proper notice to the person found liable, the Blight Prevention Officer shall proceed as set forth in § **11-3B(4)** of Chapter **11**, Citations Hearings.

§ 51-12. Appeal of penalty assessment to Superior Court.

[Amended 3-23-2009]

A person against whom a judgment has been entered is entitled to judicial review in accordance with the provisions of § 7-152 (c) of the Connecticut General Statutes as set forth in § **11-4** of Chapter **11**, Citations Hearings. Penalties as provided in § **51-5** may be abated if the Condemnation Board determines that the appeal was taken in good faith, with probable cause and not for purposes of delay. The penalties as of the date of the judgment of the Superior Court judgment shall not be abatable.

§ 51-13. Effective date; reports; repealer. **[Amended 2-26-2007; 3-23-2009]**

- A. The effective date of this chapter shall be April 1, 2009.
- B. The Blight Prevention Officer will report annually to the Representative Town Meeting at its January meeting on the number of complaints received, the disposition of all complaints processed, and the number of complaints in process at the time of the report for the preceding calendar year.

RTM BLIGHT PREVENTION REPORT

FOR

2014

THOMAS CONLEY

BLIGHT PREVENTION OFFICER

The 2014 year brought about several important changes to the Condemnation/Blight Board. First, a change was made to appoint all members of the Condemnation Board as Blight Prevention Officers. This change helped make the Blight Prevention program run more efficiently. Secondly, the Zoning Enforcement Officer was add to the team. Mr. Decker is not a part of the Condemnation Board but is a very helpful resource in our efforts to prevent blight. We have found that many of the enforcement regulations overlapped the Zoning regulations.

In year 2014 the Blight Prevention Board looked at 32 blighted property complaints. 19 of the 32 properties have been abated and 13 remain on the agenda. No fines have been issued or collected for 2014.

A RESOLUTION APPROPRIATING \$6,028,709 FOR COSTS ASSOCIATED WITH THE REPAIR AND RESTORATION OF PENFIELD PAVILION AND AUTHORIZING THE USE OF \$1,750,000 OF INSURANCE PROCEEDS TO FUND SUCH APPROPRIATION AND THE ISSUANCE OF BONDS TO FUND THE PORTION OF SUCH APPROPRIATION NOT FUNDED BY INSURANCE PROCEEDS.

Resolved:

1. As recommended by the Penfield Building Committee, the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of Six Million Twenty-eight Thousand Seven Hundred Nine and 00/100 (\$6,028,709.00) Dollars to fund costs associated with the repair and restoration of Penfield Pavilion, including the West Wing and East Wing, temporary relocation of the West Wing, construction of new pile supporting foundation for the facility to meet FEMA standards, structural other repairs to the West Wing, reconstruction of East Wing, construction and design of new decks, ramps and stairs and site improvements which shall include maintaining a finish grade of +12 feet from the Durrell Pavilion to Richards Beach (the "Project"), inclusive of design and engineering fees, professional fees, construction and oversight costs and financing.
2. \$1,750,000.00 of such \$6,028,709.00 appropriation will be funded by funds recovered by the Town from insurance on Penfield Pavilion for damages caused by Super Storm Sandy.
3. To finance such remaining appropriation, and as recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield shall borrow a sum not to exceed Four Million Two Hundred Seventy-eight Thousand Seven Hundred Nine and 00/100 (\$4,278,709.00) Dollars and issue bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the remaining appropriation for the Project.
4. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary,

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

5. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing agreement, standby marketing agreements, bond purchase agreement, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
6. The bonds may be designated "Public Improvement Bonds," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than twenty (20) years therefrom. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.

7. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.
8. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
9. The First Selectman and Fiscal Officer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
10. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.
11. The First Selectman and other Town officials are authorized to seek grants and other contributions for the costs of the Project. Any such grants or other contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant to this Resolution and shall reduce the amount of the Bonds that can be issued pursuant to this Resolution. If such grants and other contributions are received after the issuance of the Bonds, they shall be applied to pay the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town

Meeting provided such application does not adversely affect the tax exempt status of the Bonds.

**Town of Fairfield
Penfield Pavilion I
Debt Issued
(In Thousands)**

Completion Year: 2011
Construction Cost To Date: \$4,601 (1)

<u>Date</u>	<u>Debt Issued</u>	<u>Total P & I (2) Debt Service</u>	<u>Outstanding Balance (2) @ 7/1/2015</u>
July 2007	\$485	\$598	\$154
July 2009	175	215	137
July 2011	3,080	3,962	3,565
Totals	<u><u>\$3,740</u></u>	<u><u>\$4,775</u></u>	<u><u>\$3,856</u></u>

(1) Paid for as follows:

Debt Issued	\$3,740
Park and Rec Trust	250
CDBG	400
UI	35
To Be Bonded	176 *
Total Construction Cost	<u><u>\$4,601</u></u>

*Projected Debt Svc. \$230

(2) Adjusted for Bond Premium Proceeds

**Town of Fairfield
Penfield Pavilion I
FEMA Primer**

Repair Cost

The cost to repair a damaged facility to the condition as it was prior to the Storm. That is, up to the same functionality, footprint and purpose.

Replacement Cost

The cost to demolish and rebuild a facility as it was. Includes cost of bringing facility into compliance with current building codes.

Cost Estimate Format-CEF

The calculations used by FEMA to determine the estimate of eligible costs to repair a damaged structure. The current CEF calculation by FEMA for Penfield is \$4,128,000.

This calculated amount is the amount used by FEMA to determine the maximum reimbursement available to Fairfield for alternative projects. The CEF calculation is also used in the fifty percent rule calculation. The CEF is still being negotiated.

Benefit Cost Analysis—BCA

The BCA is a supplemental analysis to the CEF. The BCA calculation incorporates the economic impact to the Town from the loss of revenue to the Town and local businesses as a result of the facility's damage. It is generally expected that the BCA will increase the likelihood the Town may satisfy the fifty percent rule. It is also *possible* that, if the BCA results in a high enough ratio of cost to financial impact to the Town, that mitigation costs *greater than the cost of repair may be approved*.

Fifty Percent Rule

The fraction of the repair cost divided by the FEMA calculated replacement cost. If the resultant fraction is greater than one half, the Town may receive up to the total calculated replacement cost toward the Town's reconstruction efforts.

Mitigation

Work performed to reduce potential future damage.

Mitigation Eligible for Reimbursement

Mitigation work performed to reduce the potential of future damage similar to damage incurred by the Storm which created the damage. Mitigation work must be cost effective and is limited to fifteen percent of damage unless damage qualifies under certain criteria that allow mitigation costs to go up to 100% of repair costs. Penfield qualifies for the 100% reimbursement level as significant flood damage is a qualifying event. Mitigation cost may not *normally* exceed the cost of repairs.

FEMA Regulation Focus

If the Town qualifies for repair reimbursement, the repair reconstruction work is tightly regulated and funds are approved based upon actual expenditures for eligible repair costs.

If the Town qualifies for replacement reimbursement, the PW is capped at the estimated replacement cost and it is the capped replacement cost that is regulated. Replacement reimbursement allows for an improved project. As an improved project, all cost effective mitigation and other features to make the building better would be reimbursable expenditures as long as work performed is consistent with returning the facility to its original form, fit and function.

Town of Fairfield
Penfield Pavilion I
Options - Original Building Repair and/or Improve

<u>OPTION 7</u>	
<i>Repair & Elevate Without Lockers</i>	
13,971 square feet	
<u>FEMA Reimbursement Calculation</u>	
Total Project Cost	\$4,550,383
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Less: CDBG Funds #2	(300,000)
Net Facility Cost for FEMA Reimbursement Calculation	<u>\$2,001,383</u>
FEMA Reimbursement @ 75%	\$1,501,037
<u>Town Funding for Project</u>	
Total Project Cost	\$4,550,383
Less: FEMA Reimbursement @ 75%	(1,501,037)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	<u>2,324,346</u>
Less: Insurance Recovery Funds Net Deductible	<u>(1,750,000)</u>
Net Town Funding for Project	<u><u>\$574,346</u></u>

<u>OPTION 7A</u>	
<i>Repair & Elevate With Lockers</i>	
<u>FEMA Reimbursement Calculation</u>	
Total Project Cost	\$6,028,709
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Less: CDBG Funds #2	(300,000)
Net Facility Cost for FEMA Reimbursement Calculation	<u>\$3,479,709</u>
FEMA Reimbursement @ 75%	\$2,609,782
<u>Town Funding for Project</u>	
Total Project Cost	\$6,028,709
Less: FEMA Reimbursement @ 75%	(2,609,782)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	<u>2,693,927</u>
Less: Insurance Recovery Funds Net Deductible	<u>(1,750,000)</u>
Net Town Funding for Project	<u><u>\$943,927</u></u>

**Town of Fairfield
Penfield Pavilion I**

**FEMA Reimbursement Calculation for Options 7 - FEMA Alt, 8 and 9
Alternate Projects, Footprint Change - Not Eligible For Mitigation**

<u>FEMA Reimbursement Calculation</u>	
FEMA - PW Repair Estimate Used For Calculation	\$4,588,000
 FEMA Eligibility @ 90%	
Less: Insurance Recovery Funds Including Deductible	\$4,129,200
Plus: FEMA Credit Toward Deductible	(2,250,000)
Net Facility Cost for FEMA Reimbursement Calculation	1,000
	<u>\$1,880,200</u>
 FEMA Reimbursement @ 75% of Net Facility Cost *	 \$1,410,150
* Maximum reimbursement amount	

Town of Fairfield
Penfield Pavilion I
Options 7 - FEMA Alternative, 8 and 9
Alternate Projects, Footprint Change - Not Eligible For Mitigation

OPTION 8	
<i>Fully demolish - No further construction</i>	
<u>Town Funding for Project</u>	
Total Project Cost	\$913,262
Less: FEMA Reimbursement @ 75%	(684,947)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	3,316
Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u>(\$1,746,685)</u>

OPTION 7 - FEMA ALTERNATIVE	
<i>Repair & Elevate Without Lockers</i>	
13,971 square feet	
<u>Town Funding for Project</u>	
Total Project Cost	\$4,550,383
Less: FEMA Reimbursement *	(1,410,150)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	2,415,233
Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u>\$665,233</u>
* Maximum reimbursement amount	

OPTION 9	
<i>Demolish current facility and construct smaller beach facility</i>	
5,000 square feet	
<u>Town Funding for Project</u>	
Total Project Cost	\$2,862,868
Less: FEMA Reimbursement *	(1,410,150)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	727,718
Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u>(\$1,022,282)</u>
* Maximum reimbursement amount	

**Town of Fairfield
Penfield Pavilion I
Revenue & Expense Assumptions
Options 7 & 7A**

<u>Option 7</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
Revenue				
Rental Penfield 1	\$75,000	\$147,000	\$175,000	
Changing Rooms	0	0	0	
Concession Fee	47,000	48,400	49,900	
Parking Revenue	40,000	60,000	60,000	
Total Revenue	\$162,000	\$255,400	\$284,900	
Expenses				
Salary/Wages	\$39,000	\$46,400	\$49,400	
Operations	15,000	15,500	16,000	
Flood Insurance	4,000	4,080	4,162	
Electric	12,500	12,750	13,005	
	\$70,500	\$78,730	\$82,567	

<u>Option 7A</u>				
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
Revenue				
Rental Penfield 1	\$75,000	\$147,000	\$175,000	
Changing Rooms	38,000	38,000	38,000	
Concession Fee	47,000	48,400	49,900	
Parking Revenue	50,000	60,000	60,000	
Total Revenue	\$210,000	\$293,400	\$322,900	
Expenses				
Salary/Wages	\$46,000	\$52,380	\$58,000	
Operations	15,000	15,500	16,000	
Flood Insurance	4,000	4,080	4,162	
Electric	12,500	12,750	13,005	
	\$77,500	\$84,710	\$91,167	

Note: Revenue and Expense amounts for years 4 through 20 are increased 2% per year.

Town of Fairfield
Penfield Pavilion I
Revenue & Expense Assumptions
Options 7 - FEMA Alternative, 8 & 9

<u>Option 7 - FEMA Alternative</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Revenue</u>			
Rental Penfield 1	\$75,000	\$147,000	\$175,000
Changing Rooms	0	0	0
Concession Fee	47,000	48,400	49,900
Parking Revenue	40,000	60,000	60,000
Total Revenue	\$162,000	\$255,400	\$284,900
<u>Expenses</u>			
Salary/Wages	\$39,000	\$46,400	\$49,400
Operations	15,000	15,500	16,000
Flood Insurance	4,000	4,080	4,162
Electric	12,500	12,750	13,005
	\$70,500	\$78,730	\$82,567

<u>Option 8</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Parking Revenue	25,000	25,000	25,000
	25,000	25,000	25,000

<u>Option 9</u>			
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
<u>Revenue</u>			
Rental Penfield 1	\$0	\$0	\$0
Changing Rooms	0	0	0
Concession Fee	23,000	23,700	24,400
Parking Revenue	40,000	40,000	40,000
Total Revenue	\$63,000	\$63,700	\$64,400
<u>Expenses</u>			
Salary/Wages	\$17,000	\$17,500	\$18,000
Operations	10,000	10,300	10,600
Flood Insurance	4,000	4,080	4,162
Electric	4,500	4,590	4,682
	\$35,500	\$36,470	\$37,444

Note: Revenue and Expense amounts for years 4 through 20 are increased 2% per year.

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
First Twenty Years of Operation
Penfield Pavilion I

	Option 7 (1) Repair & Elevate Without lockers	Option 7A (1) Repair & Elevate With Lockers	Option 7 - FEMA ALT (1) Repair & Elevate Without lockers	Option 8 (1) Fully Demolish - No further Construction	Option 9 (1) Demolish current facility and construct smaller beach
Revenue					
Rental Penfield 1	\$3,969,155	\$3,969,155	\$3,969,155	\$0	\$0
Changing Rooms	0	889,668	0	0	0
Concession Fee	1,163,874	1,163,874	1,163,874	0	569,160
Parking Revenue	1,384,739	1,384,739	1,384,739	585,308	936,492
	6,517,768	7,417,436	6,517,768	585,308	1,505,653
Operational Expenses					
Salary/ Wages	1,143,168	1,340,294	1,143,168	nil	419,922
Operations	373,097	373,097	373,097	nil	247,271
Flood Insurance	97,189	97,189	97,189	nil	97,189
Electric	303,717	303,717	303,717	nil	109,338
	1,917,172	2,114,298	1,917,172	nil	873,720
Surplus From Operations	4,600,596	5,303,138	4,600,596	585,308	631,933
Debt Service - New Facility	749,550	1,236,100	874,475	0	0
	3,851,046	4,067,038	3,726,121	585,308	631,933
Total Surplus From Operations					
Cost of Capital - Insurance Recovery Funds	2,301,250	2,301,250	2,301,250	4,340	953,375
	1,549,796	1,765,788	1,424,871	580,968	(321,442)
Net Surplus/Loss From Operations after Cost of Capital					
Insurance Recovery Surplus	0	0	0	1,746,685	1,022,282
Interest Income on Ins. Recovery Surplus	0	0	0	848,797	496,775
	0	0	0	2,595,482	1,519,057
Grand Total Surplus From Operations	\$1,549,796	\$1,765,788	\$1,424,871	\$3,176,450	\$1,197,615

(1) See Pages 5 & 6 Assumptions for Revenue & Expense Detail. Revenue & Expense increased 2% per year for years 4 through 20.

(2) Represents debt service of \$570,000 for facility at 3%.

(3) Represents debt service of \$940,000 for facility at 3%.

(4) Represents debt service of \$665,000 for facility at 3%.

(5) Represents proforma debt service at 3% of insurance recovery funds used to execute option indicated as follows:

Options 7, 7A, 7-FEMA Alternative: \$1,750,000

Option 8: \$3,300

Option 9: \$725,000

(6) Represents excess of insurance recovery over net cost to Town.

(7) Represents 2% compounded interest over 20 years on excess of insurance recovery over net cost to Town.

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
Twenty First Year of Operation
Penfield Pavilion I

	<u>Option 7</u> Repair & Elevate Without lockers	<u>Option 7A</u> Repair & Elevate With Lockers	<u>Option 7 - FEMA ALT</u> Repair & Elevate Without lockers	<u>Option 8</u> Fully Demolish - No further Construction	<u>Option 9</u> Demolish current facility and construct smaller beach
Revenue					
Rental Penfield 1	\$249,943	\$249,943	\$249,943	\$0	\$0
Changing Rooms	0	54,273	0	0	0
Concession Fee	71,269	71,269	71,269	0	34,849
Parking Revenue	85,695	85,695	85,695	35,706	57,130
	406,907	461,181	406,907	35,706	91,979
Operational Expenses					
Salary/ Wages	70,555	82,838	70,555	0	25,708
Operations	22,852	22,852	22,852	0	15,139
Flood Insurance	5,944	5,944	5,944	0	5,944
Electric	18,574	18,574	18,574	0	6,687
	117,925	130,208	117,925	0	53,478
Surplus From Operations	288,982	330,972	288,982	35,706	38,501
Interest Income on Ins. Recovery Surplus	0	0	0	51,910	30,381
	0	0	0	51,910	30,381
Grand Total Surplus From Operations	\$288,982	\$330,972	\$288,982	\$87,616	\$68,882

Town of Fairfield

**Schedules of Estimated Ineligible FEMA Work for Option 7A
and Impact on FEMA Reimbursement and Net Town Cost**

Penfield Pavilion I

January 5, 2015

Town of Fairfield
Schedules of Estimated Ineligible FEMA Work for Option 7A, FEMA Reimbursement and Town Funding
Penfield Pavilion I

Schedule of Estimate of FEMA Reimbursement and Required Town Funding

OPTION 7A

Repair & Elevate With Lockers

Total Project Cost	\$6,028,709
Less: Total Estimated Ineligible	(866,877) A
Net Project Cost	5,161,832
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Less: CDBG Funds #2	(300,000)
Net Facility Cost for FEMA Reimbursement Calculation	<u>\$2,612,832</u>

FEMA Reimbursement @ 75%	\$1,959,624
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Town Funding for Project

Total Project Cost	\$6,028,709
Less: FEMA Reimbursement @ 75%	(1,959,624)
Less: CDBG Funds #1	(500,000)
Less: CDBG Funds #2	(225,000)
Total Town Project Cost	3,344,085
Less: Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	<u>\$1,594,085</u>

Estimate of Ineligible Costs

<u>Project Stage</u>	<u>Cost</u>	<u>Estimated % Ineligible</u>	<u>Estimated \$ Amount Ineligible</u>	
In-kind Repair & Replacement of Items Above Finished First Floor Elevation (Includes Demolition)	\$3,064,719	5%	\$153,236	
All Work Below Finished First Floor Elevation (Floor Beams & Joists, Columns, Grade Beam, Pilings)	\$2,425,904	15%	\$363,886	
Site Work Not Part of Actual Building (Beach Bulkhead, etc.)	\$538,086	65%	\$349,756	
	<u>\$6,028,709</u>		<u>\$866,877</u>	A

Town of Fairfield
Comparative Schedule of Estimated General Fund Revenue and Expense
for Option 7A Unadjusted and Adjusted for Estimated Ineligible Costs
First Twenty Years of Operation
Penfield Pavilion I

	Unadjusted for Estimated Ineligible Costs		Adjusted for Estimated Ineligible Costs		Difference
	<u>Option 7A</u>	(1)	<u>Option 7A</u>	(1)	
	Repair & Elevate With Lockers		Repair & Elevate With Lockers		
Revenue					
Rental Penfield 1	\$3,969,155		\$3,969,155		\$0
Changing Rooms	889,668		889,668		\$0
Concession Fee	1,163,874		1,163,874		\$0
Parking Revenue	1,394,739		1,394,739		\$0
	<u>7,417,436</u>		<u>7,417,436</u>		<u>\$0</u>
Operational Expenses					
Salary/ Wages	1,340,294		1,340,294		\$0
Operations	373,097		373,097		\$0
Flood Insurance	97,189		97,189		\$0
Electric	303,717		303,717		\$0
	<u>2,114,298</u>		<u>2,114,298</u>		<u>\$0</u>
Surplus From Operations	<u>5,303,138</u>		<u>5,303,138</u>		<u>\$0</u>
Debt Service - New Facility	1,236,100	(2)	2,090,850	(3)	(\$854,750)
Total Surplus From Operations	<u>4,067,038</u>		<u>3,212,288</u>		<u>\$854,750</u>
Cost of Capital - Insurance Recovery Funds	2,301,250	(4)	2,301,250	(4)	\$0
Net Surplus/Loss From Operations after Cost of Capital	<u>1,765,788</u>		<u>911,038</u>		<u>\$854,750</u>
Insurance Recovery Surplus	0		0		\$0
Interest Income on Ins. Recovery Surplus	0		0		\$0
	<u>0</u>		<u>0</u>		<u>\$0</u>
Grand Total Surplus From Operations	<u><u>\$1,765,788</u></u>		<u><u>\$911,038</u></u>		<u><u>\$854,750</u></u>

- (1) Revenue & Expense increased 2% per year for years 4 through 20 as shown in the Penfield Analysis Schedule.
(2) Represents debt service of \$940,000 for facility at 3%.
(3) Represents debt service of \$1,590,000 for facility at 3%.
(4) Represents proforma debt service at 3% of insurance recovery funds of \$1,750,000.

January 6, 2015

Penfield Building Committee – Penfield Pavilion Repair Project

Option 1 – Repair and protect in place

Project scope: Repair/rebuild damaged and undermined footings and structural floor and framing elements. Rebuild decks ramps and stairs. Repair building mechanical, electrical plumbing (MEP) infrastructure and interior drywall, interior trim and finishes all in accordance with the scope of repair work as determined by the insurance company and included in the May 2014 insurance settlement with the Town. Damaged foundation footings to remain in place and underpinned (extended deeper), building to be leveled and structural elements repaired or replaced. Building interior damage and MEP infrastructure to be repaired if damaged by original storm event.

Additional scope: Fill in gaps along the existing timber bulkhead, place protective rip rap stone along the outboard face of the bulkhead below existing grade of the beach. Cover and protect repaired and underpinned West Wing footings with an 18 inch thick blanket of graded stone, construct a low timber or other type bulkhead or wall along the north (parking lot) side of the building to contain the proposed stone blanket. Finished site elevation to remain at +10. Note: Building Department concerns regarding locker wing (East Wing) floor.

Estimated total project cost: \$3,227,045 (1)

Estimating criteria: Access to original project drawings, insurance claim line item scope of repairs, outline scope of work narrative. Better than conceptual estimate, however risk of hidden damages, especially MEP and unknown soil conditions.

Estimated project schedule: Design 3 months + Construction 7 months.

PBC evaluation and recommendation: High risk of construction costs exceeding FEMA 50% repair cost criteria potentially resulting in new pile supported foundations, raising and repairing building to new “V” Zone elevation resulting expanded scope and added cost. Risk of re occurrence of storm damage. Concerns regarding quality of existing soil (sand) below foundation footings and concerns regarding ability to obtain unqualified engineering sign-off. Low probability of FEMA funding and loss of State grant. Committee rejected this option.

Notes: (1) Excludes costs to date.

January 6, 2015

Penfield Building Committee – Penfield Pavilion Repair Project

Option 7 – Repair West Wing and reset on new pile supported foundation at new FEMA V Zone elevation – eliminate East Wing.

Scope: Raise and temporarily relocate West Wing to parking lot, construct new timber pile supported foundation, repair/reconstruct floor framing and structural elements, move and re set West Wing on new foundation at new FEMA V Zone elevation. Repair building interior and mechanical, electrical and plumbing (MEP) systems, interior drywall, trim and finishes. See Schematic Design documents site plan, floor plan and elevations, August 2014. (See 12-2-14 Presentation Sheets A-G)

Demolish and remove East Wing structure and foundations. Design and construct new smaller addition to West Wing including new restrooms, showers, changing areas and day lockers. Redesign and construct new decks, ramps, walks and stairs. Finished site elevation at +12. (See 12-2-14 Presentation Sheets A-G)

Additional Scope: Fill in gaps along existing bulkhead, place protective rip rap stone along outboard face of timber bulkhead below existing grade of beach.

Estimated total project cost: \$4,550,383 (1)

Estimating criteria: Schematic Design drawings developed for this option. Project cost represents an estimate based on documentation as noted above and is a higher quality than conceptual.

Estimated cost of additional scope protection measures (included in total project cost above): \$205,000

Estimated project schedule: Design 3 months + construction 7 Months

PBC evaluation and recommendation: This repair option represents an engineered solution, incorporates current code and FEMA V Zone requirements, assumes FEMA required deep (pile) foundation, significantly reduces risk related to future storm damage, reduces size and mass of the facility, creates more beach area. Retains projected income from “Gathering Hall” rentals. The Committee recommended this option.

Note (1): Excludes costs to date.

January 6, 2014

Penfield Building Committee – Penfield Pavilion Repair Project

Option 7A – Repair West Wing assuming Option 7 and reconstruct East Wing (lockers) on new pile supported foundations at new FEMA V Zone elevation.

Scope: Raise and temporarily relocate West Wing to parking lot, construct new timber pile supported foundation, repair/reconstruct floor framing and structural elements, move and re set West Wing on new foundation at new FEMA V Zone elevation, repair building interior and mechanical, electrical and plumbing (MEP) systems, interior drywall, trim and finishes. See Schematic Design documents, site plan, floor plan and elevations, August 2014. (See 12-2-14 Presentation Sheets A-G)

Demolish existing East Wing (lockers). Redesign and reconstruct East Wing on new timber pile supported foundation to new FEMA V Zone elevation. New East Wing design to retain storage lockers and restroom functions. Existing layout and arrangement of spaces may be modified within existing footprint. Decks, walkways ramps and stairs to be modified and redesigned to accommodate Option 7 schematic design. Finished site elevation at +12.

Additional Scope: Fill in gaps along existing bulkhead, place protective rip rap stone along outboard face of timber bulkhead below existing grade of beach.

Estimated total project cost: \$6,028,709 (1)

Estimating criteria: Conceptual estimate based, in part, on Option 7 schematic estimate.

Estimated cost of additional scope protection measures (included in total project cost above): \$205,000

Estimated project schedule: Design 4 months + construction 8 months.

PBC evaluation and recommendation: Originally not recommended by the Committee. Committee re visited this option, and identified it as Option 7A, based on discussion before the BOF and subsequent recommendation by the Parks and Recreation Commission by Parks and Recreation Commission to include the lockers assuming that locker income would reduce estimated cost to the Town. The Committee agreed to add 7A recommend this option.

Note (1): Excludes costs expended to date.

January 6, 2015

Penfield Building Committee – Penfield Pavilion Repair Project

Option 8 – Complete demolition and removal of the existing pavilion facility.

Scope: Remove all incoming services and cap off at street. Demolish and remove existing building and foundations, mechanically clean sand. Add sand, and stone reinforced core as required, to re grade and berm along north side of site to finished elevation +12 from Rickards Beach to Durrell Pavilion. Design and construct stairs and ramps to provide access from parking lot to beach area at two locations. Excavate and remove top five feet of existing timber bulkhead, backfill and re grade beach area. Finished site elevation to be +12.

Additional Scope: None

Estimated total project cost: \$913,262 (1)

Estimated cost of additional scope for protection measures (included in total project cost above): N/A

Estimated project schedule: 3 months

PBC evaluation and recommendation: Committee rejected this option based on need for public beach services (restrooms, first aid, lifeguard quarters) and desire for convenience and public access space and services (covered deck space, concession service). Committee also recognized loss of net income.

Note (1) Costs expended to date excluded

January 6, 2015

Penfield Building Committee – Penfield Pavilion Repair Project

Option 9 – Demolition of the existing pavilion building and foundations, design and construction of a new smaller pavilion facility excluding lockers and Gathering Room.

Scope: Complete demolition and removal of existing building and foundations. Design and construct a new smaller seasonal beach pavilion to current code and FEMA V Zone requirements. Assume new timber pile supported foundations. Design program to assume approximately 2,500 gross square feet (gsf) of building interior space accommodating restrooms, showers and changing areas (including family designated), day lockers, food concession and supporting kitchen facilities, lifeguard and first aid rooms, MEP and storage rooms. Building exterior to assume approximately 3,500 gsf of covered and uncovered deck, ramps and stairs. Finished site elevation to be +12.

Additional Scope: Fill in gaps along the existing timber bulkhead, place protective rip rap stone along the outboard face of the bulkhead below existing grade of the beach.

Estimated total project cost: \$2,862,868 (1)

Estimating Criteria: Conceptual estimate. Design program for the smaller facility includes input from Parks and Recreation regarding experience with existing facilities, input from Wiles+Architects, cost data from similar project completed 2010 and public comment.

Estimated cost of additional scope for protection measures (included in total project cost above): \$335,000

Estimated project schedule: Design 4 months + construction 8 months.

PBC evaluation and recommendation: The Committee review of Option 9 included input from the project engineer and construction manager regarding replication of the existing design program and the original project architect regarding a new conceptual design. The Committee rejected this option based on loss of income to the Town.

Notes: (1) Excludes costs to date.



**Penfield Pavilion Repair
Town of Fairfield, CT
Town of Fairfield
DeStefano & Chamberlain
Renovation / Replacement**

Estimate

11/18/2014

Space/Use	Option 1	Option 7	Option 7A	Option 8	Option 9
Covered Deck	6,000	5,000	6,000	0	2,500
Open Deck/steps/ramps	6,000	2,500	7,000	0	1,000
On grade boardwalks	0	6,500	0	0	0
Hallway/Circulation	1,265	1,165	1,265	0	0
Great Hall	2,780	2,780	2,780	0	0
Kitchen/Concession spaces	1,200	1,200	1,200	0	900
Restrooms/showers/J.C.	2,500	2,310	2,500	0	900
Lockers	7,365	0	7,365	0	0
First Aid	275	275	275	0	200
Lifeguard	360	360	360	0	300
Office	210	210	210	0	0
Mechanical spaces	160	300	160	0	100
Storage	265	365	265	0	100
Garage	335	335	335	0	0
Total enclosed building	16,715	9,300	16,715	0	2,500
Grand Total sf	28,715	23,300	29,715	0	6,000
Total cost (Shawmut 11-18-2014)	\$3,227,045	\$4,550,383	\$6,028,709	\$913,262	\$2,862,868
Total cost/sf	\$112	\$195	\$203	N/A	\$477
Following Breakouts Included Above					
Site Development, Bulkhead Protection	\$ 888,967	\$ 791,072	\$ 848,088	\$ 613,526	\$ 773,996
	\$ 30.96	\$ 33.95	\$ 28.54		\$ 129.00
Special Foundation Work, Structural Repair	\$ 469,055	\$ 1,248,991	\$ 1,750,265	\$ -	\$ 175,370
	\$ 16.33	\$ 53.60	\$ 58.90		\$ 29.23
Building Structure & Decks	\$ 752,443	\$ 862,779	\$ 1,301,260	\$ 42,000	\$ 809,976
Finishes,	\$ 26.20	\$ 37.03	\$ 43.79		\$ 135.00
Mech, Plumbing, Electrical, Fire Protection	\$ 87,126	\$ 224,562	\$ 284,762	\$ -	\$ 235,600
	\$ 3.03	\$ 9.64	\$ 9.58		\$ 39.27
General Conditions, Contingency, Fees	\$ 848,179	\$ 1,254,388	\$ 1,649,279	\$ 215,149	\$ 700,980
	\$ 29.54	\$ 53.84	\$ 55.50		\$ 116.83
Professional Fees	\$ 181,275	\$ 168,592	\$ 195,055	\$ 42,587	\$ 166,946
	\$ 6.31	\$ 7.24	\$ 6.56		\$ 27.82
Project Total	\$ 3,227,045	\$ 4,550,383	\$ 6,028,709	\$ 913,262	\$ 2,862,868

**G. David Mackenzie
505 Merwins Lane
Fairfield, CT 06824**

January 9, 2015

Through:

Ms. Pamela Iacono, RTM Moderator

To:

Mr. Gerry Lombardo
Parks & Recreation Director
75 Mill Plain Road
Fairfield, CT 06824

Dear Gerry,

As you know, after its approval by the Board of Selectmen and the Board of Finance, the proposal to repair and restore Penfield Pavilion under Option 7A must now be approved by the RTM.

Several members of the BOS and BOF have based their support for the proposal, in part, on the projections of positive cash flow from the banquet hall operation. As you also know, some questions have been raised about those cash flow projections.

In order to ensure that members of the RTM make a well-informed decision, I would appreciate it if you would respond to the following questions in advance of the RTM committee meetings on this subject which are scheduled for January 19th and 21st.

First, using the projections provided by the Finance Department at the recent BOF meeting, in the first Twenty Years of Operation, Options 7, 7A, and 9 will all generate a Surplus from Operations. Here is my summary of the data, but I would appreciate your confirmation that it is accurate.

	SURPLUS FROM OPERATIONS		
	Banquet Hall, No Lockers	Banquet Hall, Lockers	No Banquet Hall, No Lockers
	Option 7	Option 7A	Option 9
Year 1	91,500	132,500	27,500
Year 2	176,670	208,690	27,230
Year 3	202,333	231,733	26,956
Years 4-20	3,439,661	3,939,461	458,252
Subtotal	3,910,164	4,512,384	539,938
Inflation	690,432	790,754	91,995
Total Surplus	4,600,596	5,303,138	631,933

It is interesting to note that approximately 15% of the projected surplus is attributable to the assumption that both revenues and costs will increase at a 2% annual rate over this 20-year period.

Second, I'm assuming that the revenues and expenses associated with the Banquet Hall can be derived by subtracting the numbers for Option 9 (No Banquet Hall) from the numbers for Option 7 (With Banquet Hall). With that in mind, could you please confirm the following data:

	Banquet Hall, No Lockers			No Banquet Hall, No Lockers					
	Option 7			Option 9			Option 7 minus Option 9		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Revenue									
Rental Penfield I	75,000	147,000	175,000	-	-	-	75,000	147,000	175,000
Changing Rooms	-	-	-	-	-	-	-	-	-
Concession Fee	47,000	48,400	49,900	23,000	23,700	24,400	24,000	24,700	25,500
Parking Revenue	40,000	60,000	60,000	40,000	40,000	40,000	-	20,000	20,000
Total Revenue	162,000	255,400	284,900	63,000	63,700	64,400	99,000	191,700	220,500
Expenses									
Salary/Wages	39,000	46,400	49,400	17,000	17,500	18,000	22,000	28,900	31,400
Operations	15,000	15,500	16,000	10,000	10,300	10,600	5,000	5,200	5,400
Flood Insurance	4,000	4,080	4,162	4,000	4,080	4,162	-	-	-
Electric	12,500	12,750	13,005	4,500	4,590	4,682	8,000	8,160	8,323
Total Expenses	70,500	78,730	82,567	35,500	36,470	37,444	35,000	42,260	45,123
Net Profit	91,500	176,670	202,333	27,500	27,230	26,956	64,000	149,440	175,377

Based on these data, I would appreciate answers to the following questions:

1. You expect revenues from a second banquet hall on Penfield Beach to rise from \$75,000 to \$ 175,000 from Year 1 to Year 3 (or from 81 to 189 events at an average fee of \$925 per event) and then level off. What allowance, if any, is made for an adverse effect on the \$100,000 in annual revenues currently generated by Durrell Pavilion? What allowance, if any, is made for economic cyclicity over a 20-year period that would adversely affect revenues during economic downturns?
2. Why does the presence of a banquet hall increase the Concession Fee for Option 7 vs. Option 9?
3. Why does the presence of a banquet hall increase Parking Revenue for Option 7 vs. Option 9?

4. Between Years 1 and 3 in Option 7, there is a 133% increase in the number of banquet hall events (189 vs 81). Why do the following line items show much smaller increases?
 - a. Salary/Wages are up only 43% (\$9,400).
 - b. Operations costs are up only 8% (\$400).
 - c. Electric costs are up only 4% (\$323).

5. Why is there no allowance for the following expenses?
 - a. **Heating**, since the banquet hall would be a year-round facility.
 - b. **Water**.
 - c. **Property & Liability Insurance**.
 - d. **Maintenance & Repairs**, since the banquet hall will be heavily used.
 - e. **Marketing**, since you stated at one meeting that it might cost \$30,000 per year.
 - f. **Security System**, plus the additional demands on Police.
 - g. **Overall management** of the banquet hall since booking 189 events per year will require substantial management and administrative time (e.g. to respond to inquiries from prospective users; to process applications; to track rental fees, security deposits, and refunds; to ensure compliance with insurance, liquor liability certificates, liquor licenses, public health and safety regulations; to arrange deliveries; to monitor conduct, compliance with curfews, noise regulations, set-up, break-down, trash removal and cleaning requirements; to maintain financial records and bank accounts; and to create and execute a marketing plan). The cost of benefits for the manager should be included since this is not seasonal employment.

6. For a better understanding of all of the revenue and expense issues, it would be helpful to also have a Profit & Loss statement for the Jackie Durrell Pavilion over the last five years.

Based on the considerations listed above, the cash flow differential for having the banquet hall (versus not having it) might realistically be modified as follows:

O Current Net Cash Flow projected for the Banquet Hall in Year 3:	~ \$ 175,000
O If allowance is made for the negative impact on revenues from Durrell and for economic cyclicalilty:	-25,000
O If Parking and Concession revenue didn't increase:	-45,500
O If Salary/Wages, Operations, and Electric go up 100% when rentals increase by 133%:	<u>-25,000</u>
Adjusted Net Cash Flow projected for the Banquet Hall:	\$ 79,500

This adjusted \$ 79,500 surplus could easily be consumed by the costs that were not included in your projections (like management, marketing, heating, water, etc.) meaning that the Banquet Hall might at best generate only a modest operating surplus and would not be able to pay for itself. Instead, the debt service on the \$2 million cost of the Banquet Hall*, which would average \$131,500 per year for the first 20 years based on the Finance Department's formula, would cost the Town \$2.63 million over that period. Do you agree?

* Note: The difference between the projected cost of Option 7 (\$4.55 million) and Option 9 (\$2.86 million) is only \$1.7 million, but the cost of the latter is inflated because, unlike the former, it assumes no re-use of existing fixtures, equipment and materials.

I would appreciate your comments and insights on these questions and thank you in advance for your cooperation and help.

Sincerely,

G. David Mackenzie

RTM – District 3

cc: Mr. Michael C. Tetreau
Mr. Thomas Flynn
Ms. Pamela C. Iacono
Mr. James P. Bradley
Mr. Robert Mayer
Mr. Edward J. Bateson

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

From: **Carol** <carol.ponti@aol.com>

Date: Mon, Jan 12, 2015 at 7:06 PM

Subject: Penfield Request for Information

To: Pamela Iacono <pamelaiacono4fairfield@gmail.com>

Through you, Moderator Iacono, I would like my request for information to be routed to the proper contacts. This request might best be routed through to our CFO, who I think should be responsible for ensuring that financial data is presented to the RTM in a clear, precise, and comprehensive format.

The packet we received regarding the Penfield Pavilion, provides "P&L" summaries, which show Revenue and Expense streams per several building options. These pro-forma P&L's present summary-level numbers, by which we in the RTM are using to help us to understand the financial impact of the options; to prepare questions; to weigh the facts; and overall to make an informed vote 'yes' or 'no' on a Resolution to appropriate \$6.028M. These summaries are not clear, precise, and comprehensive.

By way of pursuing a presentation which is clear, precise, and comprehensive; I request an excel workbook, as follows.

Please provide, in an Excel Workbook:

- Schedules to support and explain the assumptions for the operational revenue and expenses.
- Schedules to support and explain the assumptions for the Debt Service and Cost of Capital.

I have attached an excel workbook to serve as a mock-up template, of the request for information that I am requesting.

This format: A summary page linked to detailed, supporting tabs which are detailed and exacting; is a routine format for organizing and presenting financial data. The supporting tabs should be set up to allow for simple modeling of the assumptions.

I will gladly provide further explanation of my request.

Thank you

Carol Pontrelli

[203-259-4761](tel:203-259-4761)

Carol.Ponti@aol.com

RTM D-9

Monday, January 12, 2015

Page 1 of 2 Pages

To:

Bob Mayer, CFO
Town of Fairfield, CT

and

To:

Joe Michaelangelo, Public Works
Town of Fairfield, CT

From:

Ellen Jacob
RTM District 9
203-259-3747
email: dancingusa@optonline.net

Through our RTM Moderator, Pam Iocono, I would like to ask two sets of questions regarding the proposed capital rebuild project for Penfield Pavilion. The first set concerns town debt and is for Bob Mayer; the second set is for Joe Michaelangelo regarding FEMA reimbursement history for Hurricane Sandy. Could we have answers by this Friday, January 16th, so they can be shared and reviewed by the body over the weekend in time for committee meetings Monday, January 19th? Please include both questions and answers when sending replies to the RTM body.

Sincere Thanks,

Ellen

FOR BOB MAYER

1. Please provide a schedule of actual annual debt service expenses for FY 2013-14 and projected or actual expenses for FY 2015-16. Could you break down the data into its various components (e.g., principal, interest, and any other costs if applicable, such as processing or debt service reserve fund contributions)?
2. Please complete the Debt Cost Breakdown table below with most current information:

CAP DEBT source	FY 2013-14	FY 2014-15	FY 2015-16
TOWN DEBT			
Total Debt Carried			
Debt Service Cost			
Cash Amt Needed to Cover			
SCHOOL DEBT			
Total Debt Carried			
Debt Service Cost			
Cash Amt Needed to Cover			
TOTAL Debt Service Cost			

**FOR JOE MICHAELANGELO (may need some numbers from other depts)
These are follow-up questions to some of your answers to Board of Finance
questions on 1/6/2015.**

1. Did I understand correctly the following statements:

There were about 30 repair projects at DPW — eligible for FEMA reimbursement due to Hurricane Sandy storm damage?

Neither cost amounts nor final FEMA reimbursement amounts could be known until the actual work was done and bills were generated?

The town had to downsize some projects to conform with final FEMA allowances which fell short of expected amounts (you mentioned South Pine Creek Dredging project, which FEMA claimed was not entirely warranted by Sandy damage, and the Fishing Peer restoration at South Benson)?

2. Would you please complete the following information for each FEMA-reimbursable project from Storm Sandy on which actual work was completed or begun?

Project Description (very brief, just for purposes of identification)

Date Work Began

Date Work Was Completed, If Applicable

Actual Cost of Project to Date and Date Payment Was Due from the Town

Amount Deemed Eligible by FEMA for Reimbursement

Actual Amount and Date of Project Reimbursement by FEMA to the Town

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 Public, 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. Primary Content.

FairTV shall record, produce, broadcast, re-broadcast and “Internet-stream” gavel-to-gavel, regularly scheduled meetings of 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. 74-4. Secondary Content.

The FairTV Commission may authorize additional programming related to Fairfield town government and the Fairfield Public Schools such as gavel-to gavel meetings of town bodies not part of the primary schedule, events related to town government or the public schools, such as ceremonies, public meetings, parades, athletic competitions and channel appropriate, non-partisan, informational programming produced by FairTV.

Sec. 74-5. 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. 74-6. 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. 74-7. 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 prior mutual agreement with those authorities. These bulletins are to be in written form in order to be delivered over the system's broadcast emergency sub-channels.

Sec. 74-8. Rights of Use

No elected or political party official may produce, host, or be featured in secondary content programs. However, elected or political party officials' participation in town government or public schools-related events such as public meetings, ceremonies, parades or athletic competitions shall not bar said events from consideration for broadcast as secondary content.

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Sec. 74-9. Commission Created; membership; compensation.

- A. There shall be a FairTV Commission that 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.
- B. No member of the FairTV Commission shall receive compensation for service.

Sec. 74-10. 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 in accordance with Section 74-9.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. 74-11 Jurisdiction.

- A. The FairTV Commission shall oversee the operations of the FairTV Broadcast 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. The Commission shall serve as the sole policy-making authority regarding broadcast content, acting strictly however within the broadcast standards established herein Sect.74-3 through Section 74-8. These standards may only be revised by ordinance of the Town of Fairfield.
 - C. The Commission shall act as the oversight and selection authority for any and all employees, contractors, vendors and volunteers needed to operate the FairTV Broadcast System in a manner consistent with requirements of fairness expressed in the Town Charter in Article XI, Section 4 and in consultation with the Town Human Resources Department and Town Purchasing Department.
 - D. The Commission shall adopt such policies as it deems appropriate to assure procedures for the orderly and prompt performance of the Commission's duties and the system's continued efficient operation.

Sec. 74-12 Professional Services.

The Commission shall develop criteria for all contracts and/or agreements for professional services in furtherance of the purposes for which the Commission was created, including for the delivery of services it requires, in consultation with the Town Human Resources Department and/or the Town Purchasing Department.

Sec. 74-13 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 efficient, cost effective broadcast operations.
- B. Deliver broadcast content of the legislative, educational, executive, financial and land use meetings of the Town of Fairfield.
- C. Regulate broadcast system operations and standards within the limits of Sections 74-3 to 74-8.
- D. Acquire, provide and maintain equipment necessary for the timely execution of the Commission's duties.
- E. 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.
- F. Members shall serve as the Town of Fairfield and the Fairfield Board of Education representatives to the Cable Advisory Council of Area 2 (CAC2).

Sec. 74-14 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

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year held in the Information Technology Department Budget shall henceforth be expended at the direction of the FairTV Commission.

- B. The FairTV Commission shall prepare, present and oversee budget requests and appropriations for the System in accordance with Town of Fairfield budget procedures.
- C. The FairTV Commission shall author annual grant requests to Cable Advisory Council of Area 2 and the grant process post-award report.
- D. The FairTV Commission shall author grant requests to any other video service providers for the Town of Fairfield as needed.

FAIR TV OPERATIONAL COMMITTEE

Purpose

To promote, produce and distribute public cable TV programming on town specific cable television channels (Ch 78 & 79) regarding governmental, cultural and educational activities and issues within the town and to provide public access information to citizens on behalf of the Town of Fairfield.

Committee Membership

Five to seven members appointed by the Board of Selectmen, including one member who is also serving on the Area 2 Cable Advisory Council.

Charge

- 1.) To provide a broad range of government information for citizens of the Town of Fairfield thru cablecast and all other electronic media presentations, including information on programs, services and town activities.
- 2.) To provide for the ability of town departments and agencies to reach out to the public through cable TV and to inform the public regarding operations of government and of educational institutions.
- 3.) To establish objective and nonpartisan production, distribution and programming policies and procedures for operating cablecast and to recruit and train volunteer programming staff.
- 4.) To create bylaws for Fair TV efforts on behalf of the town and to work with the Area 2 Cable Advisory Committee.
- 5.) Any applications for town grants must be approved by the Board of Selectmen prior to filing said application.

Duration

Committee members shall serve a term ending on March 31, 2015 and issue a report to the BOS prior to June 30, 2014 and the report should include but not be limited to recommendations for the future of Fair TV, modifications and recommendations to the Charge and a report on the year-to-date operations.

This Committee shall terminate March 31, 2015.

*Revised 12/3/2014 - BOS

TOWN OF FAIRFIELD
Fair TV
Policies

I. PREAMBLE

FairTV is an electronic media production and distribution facility. It is supervised by the FairTV Committee, reporting to the First Selectman's Office.

The primary goal of FairTV is to make local government and education more accessible and understandable to the residents of Fairfield. Through the production and distribution of programming which covers a broad range of government and education information, this service will strive to assist local viewers understand how local government operates and what is happening in the public schools, what town services are available, how to better utilize town services and how the activities of town government affect the community.

The secondary goal will be to provide a vehicle for town government access to the cable television system (or other electronic media) for such vital uses as training, data transmissions and new opportunities for public communications.

II. OBJECTIVES

- A. To provide information about programs and services offered to the Fairfield community by town departments and town-funded agencies;
- B. To expand community awareness of local government and its decision-making process;
- C. To inform residents about the organization of town department and agencies;
- D. To provide a platform for students and teachers to demonstrate programs, activities and educational opportunities in the schools, from elementary through high school;
- E. To expand the availability of programs and services by transferring some presentations and educational materials to DVD, videotape or other electronic media;
- F. To enhance existing public information materials through cablecast or other electronic media presentation;
- G. To assist with internal training of town personnel by transferring some presentations or educational materials to DVD, videotape or other electronic media;
- H. To provide emergency information in the event of disaster or widespread service disruption.

III. PROGRAMMING POLICY

Government access materials are to meet the same standards of accuracy and objectivity which characterize existing public information materials produced by town departments and agencies.

A. General Provisions

1. Supervising Authority

FairTV is under the direct supervision of the FairTV Television Committee (the Committee). The Executive Producer is responsible for daily operation and oversight.

2. Production and Distribution Policies

FairTV will provide direct, nonpartisan information to the citizens of Fairfield concerning the operations and deliberations of the town's governmental entities and information of general civic importance to the community.

a) Primary Priorities

town's governmental entities and information of general civic importance to the community.

a) Primary Priorities

- 1) Local governmental legislative meetings:
Town Meetings
Board of Selectmen;
- 2) Local governmental commissions, boards, and committees:
Inland Wetlands and Water Courses Commission, Plan and Zoning Commission, Board of Finance, etc.;
- 3) Display information regarding meeting schedules of local governmental commissions, boards and committees;
- 4) Display information regarding agendas of local governmental commissions, boards, and committees;
- 5) Display information regarding services and programs offered by town departments and town-funded agencies;
- 6) Special programs or town wide events;
- 7) Programs regarding town services:
recreation, public safety/crime prevention, fire safety, highway maintenance, animal control, tax assessment/collection, health services, elections, youth, town records/permits, veterans, etc.;

b) Secondary Priorities

- 1) Reports to citizens from elected or appointed public officials:
First Selectman, state and federal officials, etc.;
- 2) Programming obtained from outside sources to supplement locally produced government programming;
- 3) Public Service announcements;
- 4) Display information regarding noncommercial community events;
- 5) State or federal government meetings of special local interest;
- 6) Special productions which feature community services provided by private, nonprofit organizations which are funded, in part, by the Town of Fairfield.
- 7) Link to the Connecticut Television Network to allow broadcast on FAIR TV E&G.

3. Production and Distribution Prohibitions

Programs which contain, in whole or in part, any of the following subject matter will not be produced or distributed.

a) Commercial Message or Material

Anything promoting a product or service, with the primary objective of producing a monetary profit for a specific organization or individual, will not be produced or distributed.

Note: This is not to preclude incidental mention of a business or product as part of a program where the primary purpose is to disseminate information of public benefit. Business, individuals and organizations may be acknowledged for assistance in the production of a program or the provision of other means of support.

7. Requests for Copies

A. Requests for Copies by Departments and Nonprofit Agencies: Town departments and the nonprofit agencies which are funded, in part, by the Town of Fairfield, may request copies under the following conditions:

1) Copy of copyright cleared program {See Section 7.C.(6)} or recorded locally by a municipal department or town-funded agency:

- | | |
|-------------------------|--------------------------|
| a. Non-profit agency | cost of DVD or videotape |
| b. Municipal department | cost of DVD or videotape |

2) Copy of program recorded by FAIR TV E&G:

- | | |
|-------------------------|--------------------------|
| a. Non-profit agency | cost of DVD or videotape |
| b. Municipal department | cost of DVD or videotape |

B. Requests for Copies by the General Public: Members of the general public may request copies of programs under the following conditions:

- | | |
|---|--|
| a. Copy of program recorded locally by a municipal department or town-funded agency | \$20.00 per DVD
\$37.00 per videotape |
| b. Copy of program recorded by FAIR TV E&G | |
| i) program host, moderator, or guest | cost of DVD or videotape |
| ii) all others | \$20.00 per DVD
\$37.00 per videotape |
| c. Copy of public meeting or public event recorded by FAIR TV E &G | \$20.00 per DVD
\$37.00 per videotape |

C. Additional Guidelines

- 1) Programs will be copied from completed programs only and must be copied in their entirety *with the exception of public meetings*;
- 2) Programs which are considered "current" (i.e. scheduled for cablecast or other public distribution may not be readily available for copying);
- 3) Programs are **not** the official record of public meetings;
- 4) Copies will be made on DVD or videotape which conforms to FAIR TV E&G equipment
- 5) Copyrighted programs, for which FAIR TV E&G has clearance for cablecast or other distribution only, **cannot** be copied;
- 6) Copyrighted programs, for which a town department or agency has received written permission for duplication, may be copied.

8. Use of Production Equipment

- A. Municipal Employees: Employees of town departments who have been certified in the operation of portable, studio or editing equipment may apply for the use of such equipment, providing that the equipment will be used to produce or edit material for an approved project. Training sessions may be scheduled on an as needed basis.
- B. Employees of Nonprofit Organizations and Members of the General Public: Employees of nonprofit organizations which are funded, in part, by the Town of Fairfield and residents of Fairfield who have been certified in the operation of portable, studio or editing equipment may apply for the use of such equipment. Determination of availability of the equipment shall be in the discretion of the Coordinator. Said equipment may only be used under the direct supervision of the Coordinator or an approved designee.
- C. Prohibited Uses: Equipment which is under the supervision of FAIR TV E &G may not be loaned, rented or used for personal or commercial use.

9. Program Copyright and Program Producer Identification

- A. Program Copyright: All programs produced by FAIR TV E &G or by a town department will carry an *All Rights Reserved* message which identifies the Town of Fairfield as the potential holder of a formal copyright for the program. When deemed necessary, FAIR TV E&G will secure formal copyrights for individual productions.
- B. Program Producer Identification: All programs produced or distributed by FAIR TV E&G will be identified by producer or source of programming. The identification may be in the form of credits at the beginning and/or end of each program.

10. Program Schedule

- A. Scheduling Authority: Program scheduling is the sole responsibility of the Executive Producer.
- B. Scheduling Priorities: Scheduling will be performed on a first come, first served basis with the exception of public meetings which will always be given a priority. Scheduling will be in accordance with the policies of FAIR TV E&G and the availability of staff, equipment and other resources.

11. Community Information Message Display Announcements

- A. Eligibility: Information for distribution on the Community Information Message Display may be submitted by any government department, town-funded agency, bona-fide nonprofit organization which serves the residents of the Town of Fairfield, or committee established to coordinate an event or activities which are open to the general public.
- B. Prohibitions: Messages may not be commercial in nature and may not solicit funds. General information about fundraising events may be provided. Events or services must be open to the general public and may not discriminate on the basis of age, sex, race, religion, national origin or physical impairment.
- C. Announcement Forms: Those submitting announcements are asked to use such forms as may be provided by FAIR TV E&G or the Executive Producer. All information must be legible and state clearly the timeframes in which the announcement is to be aired.

and opportunities for federal and state legislators who represent Orange.

- c) Statements by announced candidates for public office will be permitted in the regular discourse of a public meeting (pursuant to the rules of such meeting) or within a forum of public debate with other declared candidates under the oversight of a non-partisan third party using mutually agreeable ground rules.

IV. ENDORSEMENTS

At no time will FAIR TV E&G endorse specific brand name products or service providers.

V. EDITORIAL RIGHTS

FAIR TV E&G is an operating entity of the Authorized by Town of Fairfield and, as such, reserves the right to identify any material as unsuitable for production or distribution.

VI. WARRANTY

The Town of Fairfield, its officers, employees and agents do not warrant the accuracy of any information distributed by FAIR TV E &G.

VII. REVISIONS

This policy manual and the associated procedures shall be subject to change, revision and amendment and shall be so enacted by a majority vote at a meeting of the Committee.

RTM BLIGHT PREVENTION REPORT

FOR

2014

THOMAS CONLEY

BLIGHT PREVENTION OFFICER

The 2014 year brought about several important changes to the Condemnation/Blight Board. First, a change was made to appoint all members of the Condemnation Board as Blight Prevention Officers. This change helped make the Blight Prevention program run more efficiently. Secondly, the Zoning Enforcement Officer was add to the team. Mr. Decker is not a part of the Condemnation Board but is a very helpful resource in our efforts to prevent blight. We have found that many of the enforcement regulations overlapped the Zoning regulations.

In year 2014 the Blight Prevention Board looked at 32 blighted property complaints. 19 of the 32 properties have been abated and 13 remain on the agenda. No fines have been issued or collected for 2014.

Base Rent shown is for the twelve month period during Fiscal Year 2014/2015 unless otherwise noted.												
#	Property Address	Lease Term	Tenant	Sq. Feet	Base Rent/SF	Base Rent/ mo	Addl Rent/ mo	Total Rent/ mo	Base Rent/ year	Addl Rent/ yr	Total Rent/ yr	Notes
1	100 Mona Terrace	7/1/2014 - 6/30/2017	A Child's Garden	10,000	\$6.46	\$5,379	\$400	\$5,779	\$64,550	\$4,800	\$69,350	
2	1443 Stratfield Road	Renewal Pending	American Legion	1,824	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
3	197 Reef Road	Use by Deed and Agreement	American Legion	2,962	N/A	\$0	\$0	\$0	\$0	\$0	\$0	
4	3965 Congress Street	1/26/1999 - 1/26/2024	AT&T	Cell Tower	N/A	\$3,934	\$0	\$3,934	\$47,210	\$0	\$47,210	
5	100 Mona Terrace	Renewal Pending	Center For Women & Families	150	\$12.00	\$150	\$0	\$150	\$1,800	\$0	\$1,800	
6	Patio at 1435 Post Road	Seasonal	Centro Ristorante	809	\$12.24	\$1,650	\$0	\$1,650	\$9,900	\$0	\$9,900	Rent Due = 6 months. May - October 2014 Rent Shown. Lease to be renewed in 2015.
7	Sidewalk at 1326 Post Road	Seasonal	Chelsea	66	\$15.00	\$165	\$0	\$165	\$990	\$0	\$990	Rent Due = 6 months. May - October 2014 Rent Shown. Lease to be renewed in 2015.
8	125 Penfield Road	7/1/2005 - 12/31/2022	Fairfield Counseling Services	3,158	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
9	370 Beach Road	7/25/2005 - 7/25/2104	Fairfield Historical Society	12,117	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
10	210 Old Dam Road	Winter Lease - 11/29/2012 - 5/15/2033	Fairfield Indoor Tennis	32,749	\$1.83	\$8,571	\$0	\$8,571	\$60,000	\$0	\$60,000	Winter Lease. Rent Due = 7 months. Office = 2,989 sq. ft., Courts = 29,760 sq. ft.
11	210 Old Dam Road	Summer Lease	Fairfield Indoor Tennis	32,749	\$0.82	\$5,400	\$0	\$5,400	\$27,000	\$0	\$27,000	Summer Lease. Rent Due = 5 months. Office = 2,989 sq. ft., Courts = 29,760 sq. ft. Lease to be renewed in 2015.
12	611 Old Post Road	7/1/2013 - 6/30/2016	Fairfield Municipal Credit Union	1,250	\$18.82	\$1,960	\$0	\$1,960	\$23,520	\$0	\$23,520	
13	70 Sanford Street	7/1/2003 - 6/30/2033	Fairfield Theatre Company	20,504	\$2.21	\$3,778	\$0	\$3,778	\$45,336	\$0	\$45,336	\$2 Per Ticket Sold. FY13/14 Revenue Shown.
14	388 Hoyden's Hill Road	Month to Month	Golf Superintendent Cottage	1,346	\$10.70	\$1,200	\$0	\$1,200	\$14,400	\$0	\$14,400	
15	3763 Congress Street	1/1/2014 - 12/31/2016	Greenfield Farms	10 Acre Farmland	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
16	1838 Black Rock Turnpike	1/26/1990 - 1/25/2030	Grella Family Invest. Partnership	2.57 Acre Parking Lot	N/A	\$0	\$0	\$0	\$1	\$0	\$1	

17	2425 Morehouse Highway	1/1/2015 - 12/31/2015	H. Smith Richardson Concession	3,304	\$10.97	\$3,021	\$0	\$3,021	\$36,257	\$0	\$36,257	Calendar Year 2014 Rent Shown.
18	880 South Benson Road	Seasonal	Jennings Beach Concession	Refreshment Stand	N/A	\$7,467	\$133	\$7,600	\$22,400	\$400	\$22,800	2014 Season Rent Shown. Rent Due = 3 months. Lease to be renewed in 2015.
19	Morehouse Highway	Seasonal	Lake Mohegan Concession	Refreshment Stand	N/A	\$533	\$67	\$600	\$1,600	\$200	\$1,800	2014 Season Rent Shown. Rent Due = 3 months. Lease to be renewed in 2015.
20	100 Reef Road	11/30/2008 - 11/30/2033	MetroPCS	Cell Tower	N/A	\$2,838	\$0	\$2,838	\$34,055	\$0	\$34,055	
21	Patio at 1418 Post Road	5/1/2014 - 4/30/2015	Old Post Tavern	560	\$22.14	\$1,033	\$0	\$1,033	\$12,400	\$0	\$12,400	
22	3965 Congress Street	3/3/2014 - 3/3/2019	Omnipoint/T-Mobile Comm.	Cell Tower	N/A	\$3,183	\$0	\$3,183	\$38,200	\$0	\$38,200	
23	50 Nichols Street	5/15/2007 - 5/14/2017	Operation Hope	8,000	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
24	Fairfield Train Station	6/1/2009 - 6/1/2018	Parking Authority	Commuter Parking Lot	N/A	\$34,167	\$0	\$34,167	\$410,000	\$0	\$410,000	
25	Mill Plain Road Lot	11/1/2014 - 11/30/2015	Parking Authority	Commuter Parking Lot	N/A	\$4,000	\$0	\$4,000	\$48,000	\$0	\$48,000	
26	240 Colony Street	6/13/2012 - 6/30/2015	Pilot House	6,100	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
27	725 Old Post Road	5/23/2003 - 5/22/2102	Saint Paul's Nursery School	Playground Area	N/A	\$42	\$0	\$42	\$500	\$0	\$500	
28	555 Turney Road	Seasonal	South Benson Marina Concession	Fuel Dock & Refresh. Stand	N/A	\$571	\$14	\$586	\$4,000	\$100	\$4,100	2014 Season Rent Shown. Rent Due = 7 months. Lease to be renewed in 2015.
29	1505 Pequot Avenue	Seasonal	Southport Beach Concession	Food Truck	N/A	\$300	\$0	\$300	\$900	\$0	\$900	2014 Season Rent Shown. Rent Due = 3 months. Lease to be renewed in 2015.
30	100 Mona Terrace	Month to Month	Southwest Connecticut EMS	486	\$10.89	\$441	\$0	\$441	\$5,292	\$0	\$5,292	
31	2963 Bronson Road	7/30/2002 - 7/30/2032	Sprint	Cell Tower	N/A	\$1,422	\$0	\$1,422	\$17,067	\$0	\$17,067	
32	3965 Congress Street	5/1/2013 - 4/30/2018	Sprint	Cell Tower	N/A	\$4,554	\$0	\$4,554	\$54,653	\$0	\$54,653	Renewable in 20 years - Expiring 4/30/2038
33	3965 Congress Street	2/1/2016 - 2/1/2021	Verizon Wireless	Cell Tower	N/A	\$2,696	\$0	\$2,696	\$32,354	\$0	\$32,354	Renewable in 10 years - Expiring 2/1/2031
	Total All leases					\$98,458	\$614	\$99,072	\$1,012,392	\$5,500	\$1,017,892	

Senior and Disabled Home Owner Tax Relief

Cost Analysis November 2014

Tax Relief Program 5 Year actuals

- Credit increase in 2013 resulting from restructure of the option and uplift of income eligibility.

TAX CREDIT OPTION

	2010	2011	2012	2013	2014
Prior Year Participants	1591	1623	1591	1554	1588
Plus New Participants	126	98	131	186	116
Less Attrition	-94	-130	-168	-152	-110
Net New Participants	32	-32	-37	34	6
Total Participants	1623	1591	1554	1588	1594
Total Option Credit	\$3,195,521	\$2,993,189	\$3,102,772	\$3,744,747	\$3,936,777
Average	\$1,969	\$1,881	\$1,997	\$2,358	\$2,470
Average Increase				18%	4.7%

TAX FREEZE OPTION

	2010	2011	2012	2013	2014
Prior Year Participants	16	14	9	8	7
Plus New Participants	0	0	0	0	0
Less Attrition	-2	-5	-1	-1	-2
Net New Participants	-2	-5	-1	-1	-2
Total Participants	14	9	8	7	5
Total Option Credit	\$25,855	\$26,534	\$16,540	\$17,897	\$13,279
Average	\$1,847	\$2,948	\$2,068	\$2,557	\$2,656
Average Increase					

TAX DEFERAL OPTION

	2010	2011	2012	2013	2014
Prior Year Participants	22	19	20	16	16
Plus New Participants			0	0	1
Less Attrition			-4	0	-4
Net New Participants	-3	1	-4	0	-3
Total Participants	19	20	16	16	13
Total Option Credit	\$46,739	\$46,868	\$37,813	\$43,958	\$40,351
Average	\$2,460	\$2,343	\$2,363	\$2,747	\$3,104
Average Increase					

Total Program Participants	1656	1620	1578	1611	1612
Total Program Credit	\$3,268,115	\$3,066,591	\$3,157,125	\$3,806,602	\$3,990,407

ESTIMATE VS ACTUAL: CREDIT OPTION 2013

Over estimate of the cost associated with the credit option in 2013 was primarily attributable to over estimate of net response to expanding program eligibility.

Participation estimate was based upon the assumption that an expansion of eligibility requirements would result in a proportional increase in net new applications.

	Committee Estimate	Town Estimate
2012 Actual	\$3,257,610	\$3,257,610
New Participants	\$212,272	\$218,000
Change in methodology	\$737,099	\$806,000
Grandfather those who would rec'v less	<u>\$136,386</u>	<u>\$118,000</u>
	\$4,343,367	\$4,399,610

Town Estimate

2013 Credit Option Estimate	\$4,399,610
2013 Actual Credit Option Relief	<u>\$3,744,747</u>
Over Estimate	\$654,863
Estimated Credit Option Participants	1741
Actual Credit Participants	1588
Estimated Avg Credit	\$2,527
Actual Avg Credit	\$2,358
Participant OverEst	\$386,640
Credit OverEst	<u>\$268,223</u>
	\$654,863

Tax Relief Committee Estimate

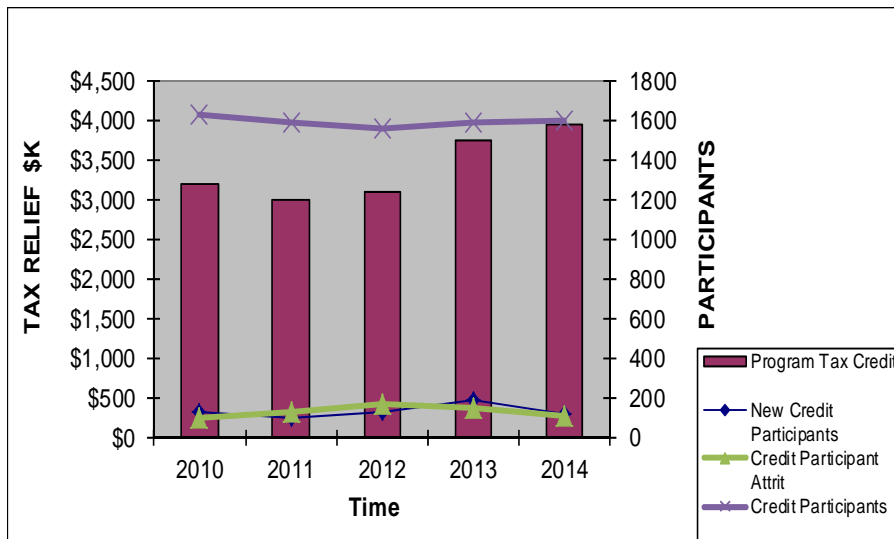
2013 Credit Option Estimate	\$4,343,367
2013 Actual Credit Option Relief	<u>\$3,744,747</u>
Over Estimate	\$598,620
Estimated Credit Option Participants	1741
Actual Credit Participants	1588
Estimated Avg Credit	\$2,495
Actual Avg Credit	\$2,358
Participant OverEst	\$381,697
Credit OverEst	<u>\$216,923</u>
	\$598,620

Participation and Run Rates

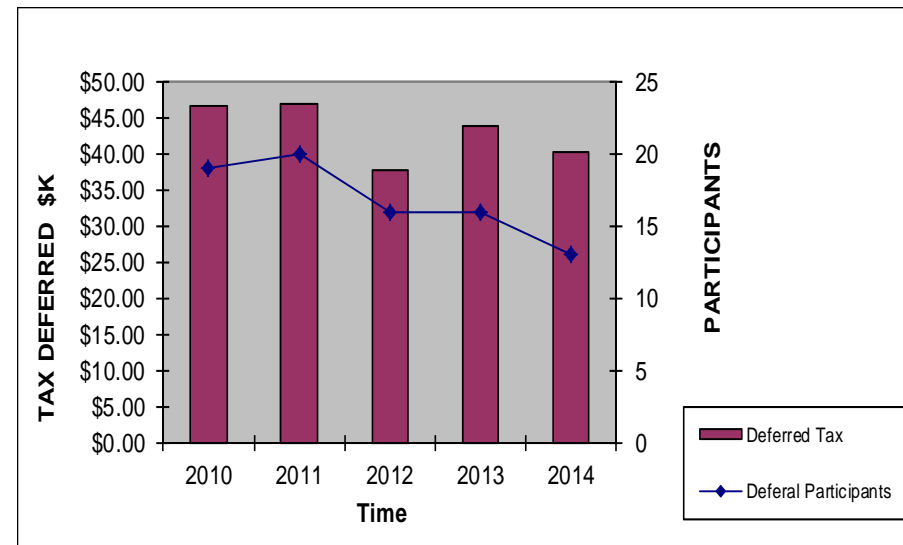
Credit Option Participation has remained flat in spite of program enhancements which took effect in 2013. (Incoming participants off set by others exiting the program).

The number of elderly/disabled homeowners participating in the deferral option declined in 2014 following enhancements of that option.

Credit Option (5 year actuals)



Deferral Option (5 year actuals)



Deferral Estimate for 2014

Single Year Cost Estimate for Proposed Tax Deferral Enhancement

		Data Source
Darien Householders age 65 and over	1506	US Census Bureau '07-'11
Darien Householders age 65 and over with Income < \$65K*	693	US Census Bureau '07-'11
Town of Darien 2013 Tax Deferral Participants	17	Darien Tax Collector
Darien Participation Rate	2.45%	
Fairfield Householders age 75 and over**	2840	US Census Bureau '07-'11
Fairfield Householders age 75 and over with Income < \$80K**	1768	US Census Bureau '07-'11
Enhanced Deferral Participation Estimate	43.3	
Average Tax Liability for current deferral participants	\$9,071	Fairfield Tax Assessor
Max Eligible Individual Tax Deferral Amount based upon average	\$4,535	
Enhanced Deferral Cost Estimate	\$196,584	

* Darien Income Eligibility Req: \$62.5K Single, \$69.9K Married

** 4809 of 8710 (55%) of Householders 65+ are age 75 based on US census data for Town of Fairfield

Town of Wilton (17,633) 2013 Tax Deferral Participants	29
Town of Gilford (21,398) 2013 Tax Deferral Participants	12
Town of Meriden (60,868) 2013 Tax Deferral Participants	3

Summary

- 2013 & 2014 actual program participation and run rates indicate a lower than expected sensitivity/response to program changes.
- However, program changes enacted in 2013 involved transition to a 2 year application cycle.
- Accordingly, the impact of those changes can not be fully evaluated on the basis of what is effectively partial data. Recommend only one code change for 2014:

§ 95-15.4 RTM Review Committee.

At its first regularly scheduled meeting in January 2016, the Representative Town Meeting shall convene a special committee to review Article III of Chapter 95, Tax Relief for Elderly and Disabled Homeowners.

- Recommend a second look back in 2015 following the May 15 program close.

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

From: **DAWN WOLK** <dd.wolk@sbcglobal.net>

Date: Sun, Jan 4, 2015 at 9:18 PM

Subject: Cover Letter and Attachment re: Fair TV

To: Pamela Iacono <piacono73@gmail.com>

Cc: jgwolkrtn6@gmail.com

The attached Policies and Procedures have been used as the guidelines by which FAIR TV has operated since it was launched in 2008.

To the best of my knowledge these Policies and Procedures were adopted by the 24 cable franchise areas in the State of Connecticut following implementation of the Cable Act in 1984.

My motion vis-a-vis Section 74-8 and 74-9 is that the RTM should preserve these Policies and Procedures, as originally written, as they have so well guided FAIR TV for the past 6 years.

These guidelines, as drafted, represent the "benchmark" of BEST PRACTICES here in Connecticut for public access television.

Jay Wolk

N.B. Please disregard the document previously submitted by me. Thank you.