Ethics Commission

Seat	Name	Party	Term Start	Term End
1*	Billington, Nancy S. (Pending RTM Approval)	R	07/22	07/24
2**	VACANT		07/22	07/24
3***	Kery, Dana	R	07/21	07/23
4****	Van Steenbergen, Craig B.	R	07/21	07/23
5****	Cantor, Brian S.	D	07/21	07/23

Full			
Party	Count		
Vacant	1		
Democrats	1		
Republicans	3		
Total Full	5		

^{*}Served first full term (7/20-7/22). Received unanimous BOS approval to serve second term (07/22-07/24) on 08-01-22 and will be on the 09-19-22 RTM agenda. Replaced Marguerite H. Toth -R — who served two full terms.

^{**}Vacancy created in 07/22 by Alexander J. Trembicki – D- who served two full terms (07/18-07/20; 07/20-07/22). Replaced Christopher J. Brogan – D – who served two full terms.

^{***} Approved by the RTM on 01/25/21 to serve a partial first term (07/19-07/21). Approved to serve a second term (07/21-07/23) by the RTM on 06-28-21. Replaced David G. Bothwell – R – who served two full terms.

^{****} Approved by the RTM on 12-16-2019 to serve a first partial term (07/19-07/21). Approved to serve a second term (07/21-07/23) by the RTM on 06-28-21. Replaced Janice I. Carpenter -R – who served two full terms.

^{****} Approved by the RTM on 01/25/21 to serve a partial first term (07/19-07/21). Approved to serve second term (07/21-07/23) by the RTM on 06-28-21. Replaced Robert B. Bellitto - D -who moved out of town and resigned on 12-28-2020.

About the Ethics Commission (Source: www.fairfieldct.org/ethics)

Term Length: Two Years (Two Term Limit)

of Members Five

Appointing Body: Requires unanimous BOS approval and RTM approval

Defined In: Town Charter – Article X

The Ethics Commission shall receive and consider complaints alleging violations of the Standards of Conduct or any ordinance establishing a Code of Ethics for town officials and employees. The commission also issues general opinions and interpretation of the Standards of Conduct or the Code of ethics.

Duties include:

- Receiving complaints alleging violations of the Standards of Conduct or any ordinance establishing a Code of Ethics for town officials
- Upon sworn complaint or upon vote of three members, investigating the actions and conduct of elected and appointed town officials, RTM members, and employees of the town to determine whether there is probable cause that a violation has occurred of the Standards of Conduct or Code of Ethics;
- Rendering an advisory opinion with respect to any specific relevant situation under the Standards of Conduct or Code of Ethics, upon the request of a principal officer of a department, or any member of a Town authority, board, commission, or committee, or any member of the RTM.
- Considering written requests for advisory opinions referred by a department head with respect to any problem submitted to the department head in writing by an employee in the department
- Adopting regulations to assure procedures for the orderly and prompt performance of the Commission's duties;
- Upon a finding of probable cause, initiating hearings to determine whether there has been a violation of the Standards of Conduct or Code of Ethics:
- Upon finding of a violation of the Standards of Conduct or Code of Ethics, at its discretion, recommending appropriate disciplinary action to the Board of Selectmen or appropriate department heads. .
- Notifying the complaining person and the person against whom the complaint was made that the investigation has been terminated and the results no later than 10 days after the termination of its probable cause investigation.
- At hearings after finding probable cause, affording the person protection of due process as outlined under the "Connecticut Uniform Administrative Procedures Act".
- Hearings shall be held within 90 days of the initiation of the investigation.

The Ethics Commission may also:

• When necessary, retain in its own counsel, administer oaths and issue subpoenas to compel the attendance of persons at hearings and the production of books, documents, records, and papers.

Ethics Commission Town Charter – Article X

§ 10.15. Ethics Commission.

A. Members and terms.

- (1) The Ethics Commission shall consist of five members, appointed by unanimous vote of the Board of Selectmen and confirmed by majority vote of the RTM. No more than three members shall be registered with the same political party.
- (2) Notice of appointment shall be served by the Board of Selectmen upon the Moderator of the RTM and the Town Clerk. A vote for approval or rejection of each person appointed shall be taken at an RTM meeting held more than 10 days after service of the notice on the Town Clerk. Failure to vote within 60 days of the service on the Town Clerk shall be deemed to be approval and confirmation by the RTM. If any appointment is rejected by the RTM, the Board of Selectmen shall within 21 days after the rejection notify the RTM Moderator and Town Clerk of further appointments to replace the rejected appointments. The RTM shall then vote on the new appointments. These too shall be deemed approved and confirmed if not voted upon within 60 days of the notice.
- (3) The terms shall commence on July 1. Terms of members shall be two years and shall be staggered so that no more than three terms expire in one year. No member may serve more than the shorter of two terms or one term plus a partial term created by filling a vacancy for an unexpired term.
- B. Powers and duties. The Ethics Commission shall:
- (1) Receive complaints alleging violations of the Standards of Conduct or any ordinance establishing a Code of Ethics for Town officials and employees;
- (2) Upon sworn complaint or upon the vote of three members, investigate the actions and conduct of elected and appointed Town officials, members of the RTM, and employees of the Town to determine whether there is probable cause that a violation has occurred of the Standards of Conduct or Code of Ethics;
- (3) On its own motion issue general opinions and interpretations of the Standards of Conduct or the Code of Ethics; (4) Upon the request of a principal officer of a department, or any member of a Town authority, board, commission, or committee, or any member of the RTM render an advisory opinion with respect to any specific relevant situation under the Standards of Conduct or Code of Ethics;
- (5) Consider written requests for advisory opinions referred by a department head with respect to any problem submitted to the department head in writing by an employee in the department (whose name need not be disclosed to the Ethics Commission) concerning that employee's duties in relationship to the Standards of Conduct or Code of Ethics where the department head elects not to decide the issue within the department;
- (6) Adopt such regulations as it deems advisable to assure procedures for the orderly and prompt performance of the Commission's duties;
- (7) Upon a finding of probable cause initiate hearings to determine whether there has been a violation of the Standards of Conduct or Code of Ethics;

- (8) Have the power to retain its own counsel, administer oaths, issue subpoenas and subpoenas duces tecum (enforceable upon application to the Superior Court) to compel the attendance of persons at hearings and the production of books, documents, records, and papers; and
- (9) Upon finding of a violation of the Standards of Conduct or Code of Ethics, at its discretion, recommend appropriate disciplinary action to the Board of Selectmen or appropriate department heads.

C. Procedure.

- (1) On complaints.
- (a) In any investigation to determine probable cause the Ethics Commission shall honor all requests for confidentiality, consistent with the requirements of State law. Unless a finding of probable cause is made or the individual against whom a complaint is filed requests it, complaints alleging a violation of the Standards of Conduct or Code of Ethics shall not be disclosed by the Ethics Commission.
- (b) Any person accused of a violation shall have the right to appear and be heard by the Ethics Commission and to offer any information which may tend to show there is no probable cause to believe the person has violated any provision of the Standards of Conduct or the Code of Ethics.
- (c) The Ethics Commission shall, not later than 10 days after the termination of its probable cause investigation, notify the complaining person and the person against whom the complaint was made that the investigation has been terminated and the results.(d) At hearings after a finding of probable cause, the Ethics Commission shall afford the person accused the protection of due process consistent with that established for state agencies under the "Connecticut Uniform Administrative Procedures Act," including but not limited to the right to be represented by counsel, the right to call and examine witnesses, the right to the production of evidence by subpoena, the right to introduce exhibits, and the right to cross-examine opposing witnesses.
- (e) In the absence of extraordinary circumstances, the hearing shall be held within 90 days of the initiation of the investigation. The Ethics Commission shall, not later than 30 days after the close of the hearing, publish its findings together with a memorandum of its reasons. Any recommendation for disciplinary action shall be contained in the findings.
- (f) An individual directly involved or directly affected by the action taken as a result of the Ethics Commission's findings or recommendation may seek judicial review of such action and of the Ethics Commission's findings or recommendation unless the action taken was a referral of the matter to proper authorities for criminal prosecution.
- (2) On requests for advisory opinions. Within 45 days from the receipt of a request for an advisory opinion, the Ethics Commission shall either render the opinion or advise as to when the opinion shall be rendered.
- D. Quorum. A quorum for the Ethics Commission shall be not less than four members in attendance. All members who attended all hearings on the matter, and all members who certify that they have read or heard the entire transcript of the hearing they did not attend, shall be eligible to vote on the proposed Ethics Commission action. The Ethics Commission shall find no person in violation of any provision of the Standards of Conduct or Code of Ethics except upon the concurring vote of three-fourths of those members voting.

Updated September 2, 2022



Town of Fairfield

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

BOARDS AND COMMISSIONS QUESTIONNAIRE

To be considered for appointment to a Board or Commission, please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectwoman's Office at jcarpenter@fairfieldct.org. Please note that your resume and completed questionnaire are public documents. If you have any questions, please contact Jennifer Carpenter in the First Selectwoman's Office at 203-256-3095 or jcarpenter@fairfieldct.org.

Board/Commission: Date: June 8,2020

Name: Nancy Billington

Address: 25 Fleming Lane, Fairfield, 06824

Party Affiliation: Republican

email: nbilling22@gmail.com

home phone: ---

work phone: 203.581.1961 cell phone: 203.581.1961

- 1. How did you learn about this position? Jamie Millington/Laura Devlin/Brenda Kupchick
- 2. Why are you interested in serving and how can you contribute to this board/commission? I am happy to serve on this commission as a way to support our town leadership and to show my gratitude for the benefits my family and I have enjoyed as residents of Fairfield.
- 3. Have you attended any meetings or reviewed past minutes/agendas? If yes, please specify. No
- 4. Have you spoken with the chair, any members, or the appropriate Department Head? No
- 5. Have you read the written description of the board's role? Yes

- 6. Do you have any potential conflict of interest? No
- 7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position? Yes
- 8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the Town Charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation? I am a registered voter and registered Republican.
- 9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

NANCY BILLINGTON
Founder and Executive Director
INSPIRE

Fairfield's non-profit organization providing community mental and emotional wellness programs www.inspireinc.org

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NANCY BILLINGTON
25 Fleming Lane
Fairfield, CT 06824
NBillington@Inspireinc.org
Cell 203.581.1961

2015-PRESENT

Founder and Executive Director, Inspire Inc, www.Inspireinc.org, a non-profit organization providing Fairfield and nearby communities with unique and impactful mental and emotional wellness programs and 100% funded by private donations.

Nancy has held leadership roles in educational advocacy in Fairfield for 25 years. She has established innovative school and community programs to address gender equity, athletic codes, and underage alcohol and substance use. She founded the Fairfield Alcohol Use Prevention Task Force and co-founded Fairfield H.S. Freshman Forums on Underage Drinking. She was the advisor to the First Selectman during establishment of the Town of Fairfield's Community Coalition on Alcohol and Health, now called Fairfield CARES, of which she is a founding member. Nancy has completed facilitator training in the nationally recognized *Creating Lasting Family Connections* program.

EDUCATION

B.S. Communications, S.I. Newhouse School of Public Communications at Syracuse University.
Universite de Strasbourg, France
London School of Economics, England
Congressional Intern, Washington D.C, 1975-1976

PROFESSIONAL

Positions in Marketing/Communications held at Columbia Pictures Film Company, MGM/UA Entertainment Company, Dean Witter/JP Morgan Financial Services

VOLUNTEERISM and ADVOCACY

Dwight PTA-President
Fairfield Ludlowe High School PTA-President
Bridgeport Choice Liason
The FRESH AIR FUND, Host and Mentor 2000-present
Board of Governors, Brooklawn C.C. 2002-2008
Board of Directors, Positive Directions 2013



Town of Fairfield

Town Planning and Zoning Commission 725 Old Post Road Fairfield, Connecticut 06824

Sullivan Independence Hall

203-256-3050

Memo

To: Board of Selectmen

From: Jim Wendt, Planning Director

Date: August 24, 2022 Re: 150 Villa Avenue

Pursuant to Section 8-24 of the CT General Statutes, the Town Plan and Zoning Commission voted unanimously on August 23, 2022 to recommend favorably the Town's acquisition of 150 Villa Avenue for the reasons articulated in the First Selectwoman's letter of August 3, 2022.



Brenda L. Kupchick First Selectwoman 203-256-3030 725 Old Post Road Fairfield, CT 06824 bkupchick@fairfieldct.org

August 3, 2022

Dear Chairman Noonan and Members of the Town Plan & Zoning Commission:

The Town of Fairfield is seeking to acquire the property at 150 Villa Avenue as part of an overall strategy to mitigate flooding in the Rooster River watershed. The subject property is 3.8 acres in size and is located on the northerly side of Villa Avenue approximately 500 feet westerly of Brooklawn Avenue. The Town has a purchase agreement for the property for \$400,000 and the Tax Assessor's appraised value of the property is \$418,100.

The consulting firm of Milone and MacBroom prepared a study of potential sites for storm water detention within the watershed and the subject parcel was identified as a potential target. According to the report, roadway flooding has been reported to the north of the site along Algonquin Road. Two existing drainage systems in Algonquin Road discharge southerly via underground pipes through the subject parcel. Although this site is not a prime candidate for storm water detention, acquisition of the site would allow for drainage improvements that would improve water quality and help reduce localized flooding conditions. The report suggests relocating outlets and day-lighting channels flowing through the site may alleviate the Algonquin Road flooding. The relevant pages of the report are attached.

This parcel would also provide access to the adjacent Villa Avenue bridge culvert for any future maintenance or replacement. The Town is partnering with the Aspetuck Land Trust on the portion of the property not being utilized for flood detention.

For the above reasons, the Town seeks a recommendation from the TPZ Commission, pursuant to Section 8-24 of the CT General Statues regarding the acquisition of this property.

Sincerely,

Brenda L. Kupchick First Selectwoman

150 Villa Avenue property acquisition

The Town of Fairfield is seeking to acquire the property at 150 Villa Avenue as part of an overall strategy to mitigate flooding in the Rooster River watershed. The subject property is 3.8 acres in size and is located on the northerly side of Villa Avenue approximately 500 feet westerly of Brooklawn Avenue. The Town has a purchase agreement for the property for \$400,000 and the Tax Assessor's appraised value of the property is \$418,100.

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This parcel would also provide access to the adjacent Villa Avenue bridge culvert for any future maintenance or replacement.

For the above reasons, the Town seeks a recommendation from the TPZ Commission, pursuant to Section 8-24 of the CT General Statues regarding the acquisition of this property.

In the fall of 2021, Town bodies approved \$3.25M in ARPA funding for Rooster River improvements, and this proposal is part of the funding pool. There is broad community support for the improvements.

In addition, the current property owner has applied for a 3-lot subdivision for the subject site with the intention to donate the parcels to the Town upon approval. The purchase agreement reflects the present value of the land in its un-subdivided state. Therefore the increased value of the land, should it receive subdivision approval, would represent a donation to the Town from the present owner.

A fully engineered subdivision plan has been submitted showing 3 lots that meet all of the design standards of the Residence A Zone. The Minimum A zone lot area is 9,375 square feet. The proposed lots are 41,086, 24,862 and 17,816 square feet respectively. The Engineering Dept. has reviewed the plans and the Conservation Commission has approved Inland Wetland permit WP-22-158 for the proposed subdivision.



Brenda L. Kupchick First Selectwoman 203-256-3030 725 Old Post Road Fairfield, CT 06824 bkupchick@fairfieldct.org

August 3, 2022

Dear Chairman Noonan and Members of the Town Plan & Zoning Commission:

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The consulting firm of Milone and MacBroom prepared a study of potential sites for storm water detention within the watershed and the subject parcel was identified as a potential target. According to the report, roadway flooding has been reported to the north of the site along Algonquin Road. Two existing drainage systems in Algonquin Road discharge southerly via underground pipes through the subject parcel. Although this site is not a prime candidate for storm water detention, acquisition of the site would allow for drainage improvements that would improve water quality and help reduce localized flooding conditions. The report suggests relocating outlets and day-lighting channels flowing through the site may alleviate the Algonquin Road flooding. The relevant pages of the report are attached.

This parcel would also provide access to the adjacent Villa Avenue bridge culvert for any future maintenance or replacement. The Town is partnering with the Aspetuck Land Trust on the portion of the property not being utilized for flood detention.

For the above reasons, the Town seeks a recommendation from the TPZ Commission, pursuant to Section 8-24 of the CT General Statues regarding the acquisition of this property.

Sincerely,

Brenda L. Kupchick First Selectwoman

ROOSTER RIVER DETENTION FEASIBILITY ASSESSMENT

Fairfield, Connecticut

February 22, 2019, Revised April 15, 2019 MMI #1342-28-02

INTRODUCTION

The Rooster River is a 15-mile river in southern Connecticut whose headwaters originate in Trumbull and whose watershed includes large portions of the towns of Fairfield and Bridgeport, Connecticut. Its main tributaries include Horse Tavern Brook in Trumbull and Londons Brook in Fairfield. The downstream-most portion of the Rooster River becomes tidally influenced as it flows southerly beneath State Route 1 and becomes the Ash Creek tidal estuary. A watershed map is provided in Figure 1.

The Rooster River watershed has become very densely developed, and reports of flooding along its course have increased in frequency and severity. In an effort to mitigate flooding along the Rooster River, Milone & MacBroom, Inc. (MMI) was retained by the Town of Fairfield to evaluate the feasibility of creating floodwater detention areas on open sites within the Rooster River watershed. The goal of adding detention to these sites is to attenuate flood flows downstream of the sites and reduce the frequency and severity of flooding along the Rooster River. Seven sites were identified by the town as candidates for possible detention creation. The intent of this study is to provide a high-level feasibility assessment of those seven identified sites relative to their suitability for use as a detention area. Figure 1 presents the location of the seven sites, outlined in red.

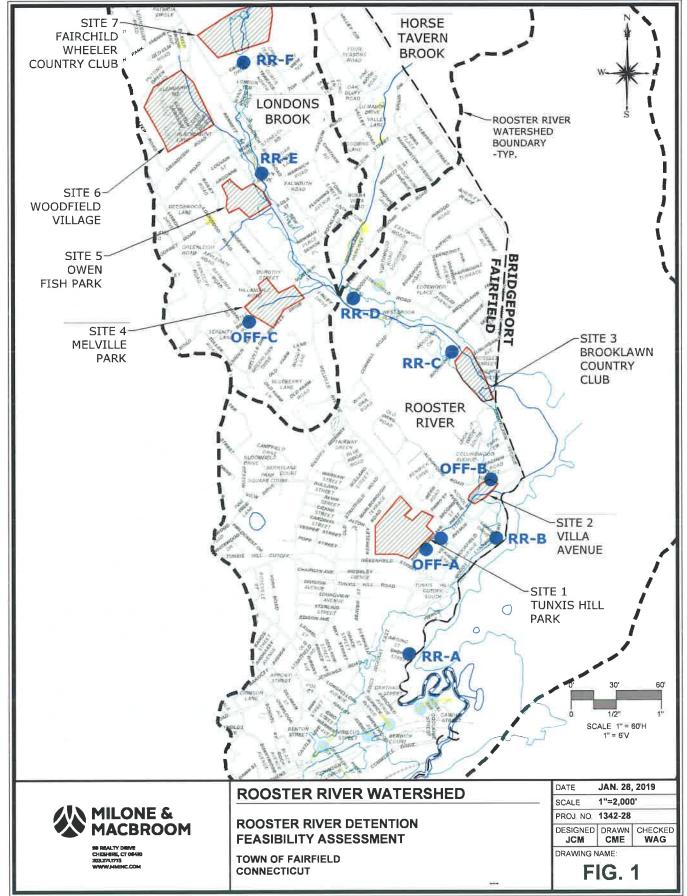
OVERALL ASSESSMENT

This assessment will evaluate each site relative to its suitability for use as a detention area. Detention areas provide temporary storage for excess runoff, delaying its release to downstream areas and reducing downstream peak flow rates. The size and volume of a detention area determine its potential ability to reduce downstream peak flow rates. Detention within a watershed also has the ability to worsen flooding conditions depending upon its location within the watershed and the timing with which flooding occurs. Therefore, it is important to fully understand the effects of any proposed detention area in a watershed before implementing such a project.

Preliminary data for each of the seven sites was evaluated including constructability, impact on the existing land use, soil types, available storage, and impact on overall flow rates. Hydrologic data such as contributing watershed size, timing, and peak-flow estimations at each possible detention site were also evaluated in this study, but detailed evaluation would require a full analysis and detention basin design to be developed. Therefore, a hydrology-based approach to approximate the detention basin characteristic was used to develop these initial assessments. The time of concentration at each potential detention site was estimated and compared with the overall time of concentration of the Rooster River to qualitatively assess whether detention at the location would be helpful or would worsen flooding.

Recommendations were developed based upon typical watershed performance and rely extensively on existing, readily available data from public sources such as the United States Geological Survey (USGS) stream gauge on the Rooster River, precipitation data from Sikorsky Memorial Airport, USGS *StreamStats* information, and past studies of the watershed performed by Tighe and Bond and Fuss & O'Neill.





Site 2 - Sinnott Property at 150 Villa Avenue

A privately owned undeveloped parcel between Villa Avenue and Algonquin Road was identified as a possible candidate for the creation of a detention area. The parcel is located just upstream of where the same tributary flowing through Tunxis Hill Park discharges into the Rooster River. The parcel is undeveloped, wooded, and primarily forested wetland. Figure 6 provides an aerial view of the site under existing conditions.

Roadway flooding has been reported to the north of the property along Algonquin Road. Two existing drainage systems in Algonquin Road discharge southerly via underground pipes through the subject parcel. One drainage system directly connects to Villa Avenue before discharging to the tributary beneath Villa Avenue, and the other drainage system connects to an open-top concrete junction chamber in the middle of the subject property, directly upstream of where the tributary flows beneath Villa Avenue before combining with the Rooster River. Data was collected for the parcel relative to its suitability as a detention site. A summary of the data collected for the site is provided below.

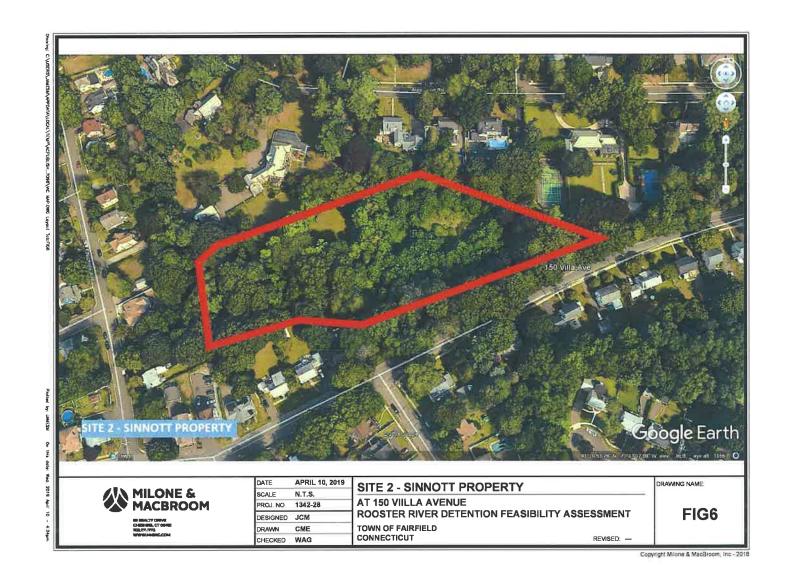
TABLE 10
Site 2 – Detention Basin Suitability

Storage Volume (% of 10- Year Flow	Soils Suitable for Infiltration	Impacts on Private Property	Impacts on Current Land Use	Location in Watershed	Effective Flood Mitigation	Regulated Resource Impacts
< 1%	Poorly drained	Yes	Yes, Forested	Low	Unknown	High

Homes that are located in the floodplain abut the property on all sides. The parcel and its surrounding area are relatively flat, and the abutting homes are very close in elevation to the subject parcel. If the parcel were modified to detain additional floodwaters, flooding could be worsened at the nearby homes. In order to create detention volume on the site without increasing flooding on abutting properties, some or all of the parcel would have to be excavated.

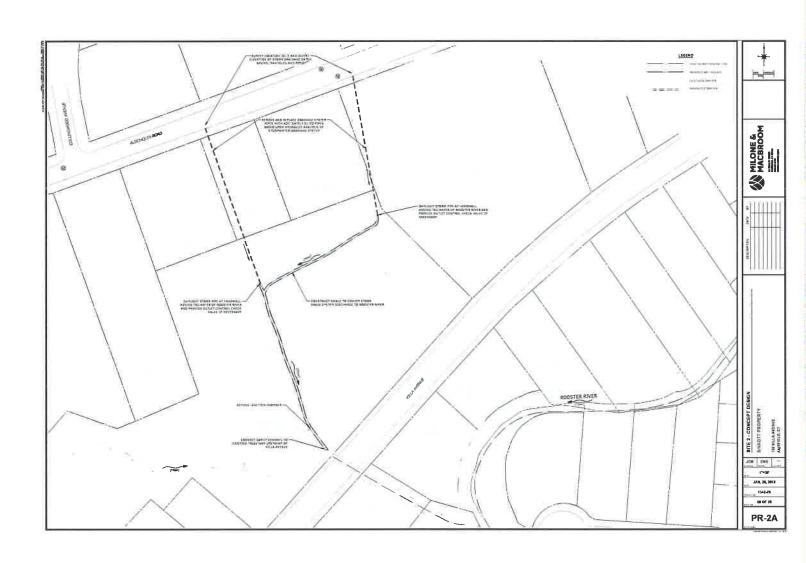
Excavation poses two significant problems to the creation of detention. The presence of wetlands throughout the site indicates that the site is likely to have a high groundwater table. Standing water in a detention basin occupies the volume intended to be used for detention, making it ineffective at storing floodwaters. It is also unlikely that the clearing and excavation of wetland would be allowed through the local, state, and federal regulatory programs to which such a project would be subject.

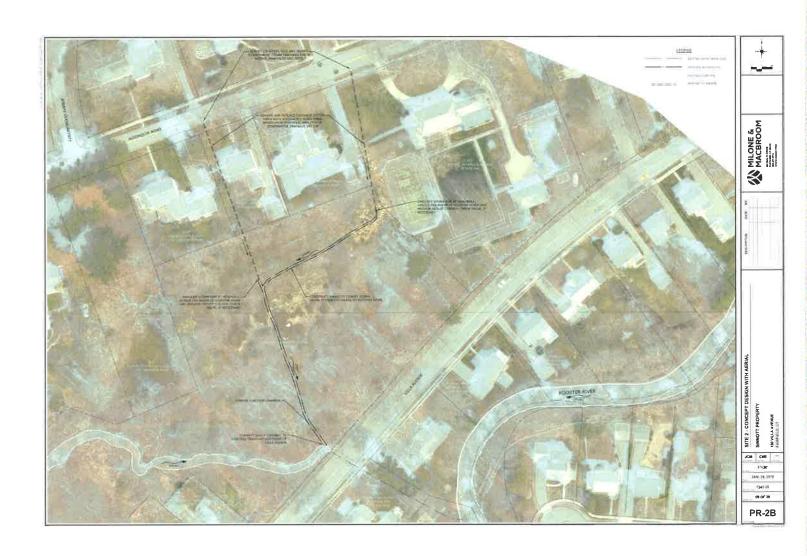
The Sinott property is primarily wooded with a small successional wetland area located in the northern portion of the parcel, adjacent to the rear yards of homes along Algonquin Road. The property consists of approximately 600-feet of open channel of an unnamed tributary to the Rooster River and adjacent palustrine wetlands. The unnamed tributary exits the property at the southern property line via a culvert beneath Villa Avenue to confluence with the Rooster River proper approximately 150-feet from the site. As described above, concept detention designs on this site would involve significant clearing and excavation of wetlands to gain a modest flood storage capacity. Given that other sites are available to provide this flood storage capacity, it is likely that the wetland impact would be considered avoidable and thus difficult to permit.



For these reasons, further assessment of the construction of a detention area at Site 2 is not recommended.

However, given the poor performance of the drainage systems along Algonquin Road, it is recommended that rerouting of the outfalls of those systems be pursued instead. It is unclear based upon the current information if there is sufficient elevation difference to achieve minimum slopes on a new drainage system outfall, but all elements of the existing storm drainage system should be surveyed and used to develop a hydraulic analysis of the system. Design of relocated outlets and day-lit channels flowing through the subject parcel may alleviate most or all of the flooding being reported at Algonquin Road. If the analysis finds that the Rooster River backwaters the drainage system, outlet control check valves can be used to prevent the backflow of floodwaters up through the roadway drainage systems. A sketch of this concept is appended to this report.





150 VILLA AVENUE

150 VILLA AVENUE Location

Mblu 33/75/A//

Acct# 01883

SINNOTT BENEDICT & Owner

VANESSA (SV)

Assessment \$292,670

\$418,100 Appraisal

PID 2307

Building Count 1

Current Value

	Appraisal		
Valuation Year	Improvements	Land	Total
2021	\$0	\$418,100	\$418,100
	Assessment		
Valuation Year	Improvements	Land	Total
2021	\$0	\$292,670	\$292,670

Owner of Record

SINNOTT BENEDICT & VANESSA (SV) Owner

Sale Price

\$207,500

Co-Owner Address

91 ALGONQUIN ROAD

Certificate

Book & Page 4957/0179

FAIRFIELD, CT 06825-1901

03/13/2013 Sale Date

Instrument

00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
SINNOTT BENEDICT & VANESSA (SV)	\$207,500		4957/0179	00	03/13/2013
BRIDGEPORT R C DIOCESAN CORP	\$0		0321/0162		

Building Information

Building 1: Section 1

Year Built:

Living Area: Replacement Cost: 0

\$0

Building Percent Good: Replacement Cost

Less Depreciation:

\$0

Building Attributes

Building Photo

Fleid	Description
Style:	Vacant Land
Model	
Grade;	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
nterior Flr 2	
Heat Fuel	
Heat Type:	
АС Туре:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
FCPZ	
Num Park	
Fireplaces	
Endtn Cndtn	
Basement	



(https://images.vgsi.com/photos2/FairfieldCTPhotos//\0077 \IMG_7447_77926.JPG)

Building Layout

(ParcelSketch.ashx?pid=2307&bid=2251)

Building Sub-Areas (sq ft)	
No Data for Building Sub-Areas	

Extra Features

Extra Features		
	No Data for Extra Features	

Land

Land Use		Land Line Valuation		
Use Code	1300	Size (Sqr Feet)	165092	
Description	Res AcLnDv	Depth	0	
Zone	A	Assessed Value	\$292,670	
Neighborhood	0090	Appraised Value	\$418,100	
Alt Land Appr	No			

Category

Outbuildings

Outbuildings	Legen
No Data for Outbuildings	
No Data for Outbuildings	

Valuation History

Appraisal					
Valuation Year	Improvements	Land	Total		
2020	\$0	\$418,100	\$418,100		
2019	\$0	\$358,400	\$358,400		
2018	\$0	\$358,400	\$358,400		

Assessment					
Valuation Year	Improvements	Land	Total		
2020	\$0	\$292,670	\$292,670		
2019	\$0	\$250,880	\$250,880		
2018	\$0	\$250,880	\$250,880		

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JAMES A. MILLER, JR., LLC COUNSELLOR AT LAW 148 SOUTHPORT WOODS DRIVE SOUTHPORT, CT 06890

February 23, 2022

JAMES A. MILLER, JR. LLC

TELEPHONE: 203-256-3700

FAX: 203 255 5957

jmiller@jimmillerlaw.com.

LETTER AGREEMENT

Agreement made this day of March, 2022 by and between Benedict Sinnott and Vanessa Sinnott formerly of Fairfield, CT hereinafter designated as the "Donor", and the Town of Fairfield, a municipality located in the County of Fairfield, hereafter designated as the "Donee".

WHEREAS, the Donor owns a piece or parcel of real estate commonly known as , 150 Villa Avenue, Fairfield, CT, which is currently the subject of various applications for Subdivision Approval and

WHEREAS, the Town of Fairfield is desirous of acquiring the premises at 150 Villa Avenue for inclusion in the CAPITAL ROOSTER RIVER IMPROVEMENT PROJECT ('RRIP').

Therefore, it is agreed than for mutual promises made and consideration given the parties to this Agreement will proceed as follows:

- 1. The Donor will file all necessary subdivision of 150 Villa Avenue and will pursue said applications until the approval application is completed.
- 2. The Donor, upon receipt non-appealable approval of the subdivision, will donate the three approved lots to the Town of Fairfield by Warranty Deed.
- 3. The Warranty Deed will contain a resatriction tht no building or structure will be placed on asny portion iof said lots except those improvements necessary for the RRIP

THE GREATER BRIDGEPORT BAR ASSOCIATION, INC. STANDARD FORM RESIDENTIAL REAL ESTATE SALES AGREEMENT (Revised and adopted November 10, 2009)

AGREEMENT made as of the day of March , 2022 BETWEEN BENEDICT SINNOTT AND VANESSA SINNOTT hereinafter referred to as the SELLER, whether one or more), and TOWN OF FAIRFIELD, A MUNICIPALITY LOCATED IN THE COUNTY OF FAIRFIELD AND STATE OF CONNECTICUT (hereinafter referred to as the BUYER, whether one or more),

WITNESSTH:

- 1. PROPERTY. The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the BUYER hereby agrees to purchase the real property commonly known as 150 VILLA AVENUE, FAIRFIELD and specifically described in Schedule A attached hereto (the "Premises") subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(e) and Schedule A (legal description and exceptions, if any) attached hereto.
- 2. CONSIDERATION. The purchase price is FOUR HUNDRED THOUSAND and 00/100 (\$ 4000,000.00) which the BUYER agrees to pay as follows:
 - (a) As a part of the deposit heretofore paid, receipt of which is hereby acknowledged, subject to collection.
 - (b) As the balance of the deposit before MARCH 31,2022 \$40,000. or upon the signing of this Agreement, receipt of which is hereby acknowledged, subject to collection;
 - (c) Upon the delivery of the deed, by certified check or official bank check drawn on a bank which is a member of the New York Clearing House, or wire transfer the proceeds of which are immediately available to SELLER (this amount may vary depending on adjustments pursuant to this Agreement);

TOTAL \$400,000.00

All checks to be made payable to James A. Miller, Jr. Trustee.

Any deposit made hereunder shall be paid to the SELLER's attorney who shall hold the same in escrow subject to the terms and conditions hereof and release same to SELLER at the time of closing or to the party entitled thereto upon sooner termination of this Agreement. Any other deposits held by other parties shall immediately be forwarded to SELLER's attorney to be held under the same conditions. Prior to any release of the funds to either party for any reason other than a closing, SELLER's attorney shall provide not less than seven (7) days notice to both parties. If there is a dispute as to the deposit the SELLER's attorney may pay the deposit into court by interpleader or other appropriate action whereupon the SELLER's attorney shall be relieved of all further obligation.

Mortgage company checks or similar holding company checks, unless certified, DO NOT represent immediate funds and will not be accepted at the time of closing. Trustee checks are NOT satisfactory funds for any payment required by this Agreement at the time of closing. In the event SELLER or his attorney accepts BUYER's attorney's trustee check in lieu of other funds, BUYER agrees that no stop payment order or direction will be issued with respect to such check(s). This provision shall survive the closing.

BUYER'S attorney shall tender to SELLER separate cashier's check(s), bank treasurer certified check(s) or wire transfer(s), at SELLER'S discretion, for payoff of SELLER'S mortgage obligation(s), if any, in accordance with the GBBA Real Estate Closing Customs; the balance of funds due to be paid at closing in accordance with Paragraph 2d of the Agreement.

- 3. **DEED**. The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, the usual Connecticut full covenant Warranty Deed (or appropriate Fiduciary's Deed) in proper form, to convey to the BUYER, or BUYER's permitted assigns, the fee simple of the Premises, free of all encumbrances except as aforesaid. The SELLER shall thereupon pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms.
- 4. CLOSING. The deed shall be delivered at the offices of the SELLER's attorney, **James A. Miller, Jr. 148 SOUTHPORT WOODS DRIVE, SOUTHPORT CT,** provided said office is in Fairfield County Connecticut, or at such place in Fairfield County, Connecticut, as may be designated by the BUYER's lending institution on **A DAY WITHIN 21 DAYS OF FINAL NON-APPEALABLE OF THE SUBDIVISION APP[LICATION FOR THE SUBJECT PREMISES** or sooner by mutual agreement of the parties hereto.
- 5. **FIXTURES**. (a) Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them are now located on the Premises, in their present "AS IS" condition, normal wear and tear excepted: heating, cooling, electrical and plumbing systems and fixtures, electric light fixtures, stove, storm windows and doors, screens and screen doors, window shades, venetian blinds, curtain rods, awnings, exterior television antennae, weathervanes, mail box(es), all pool equipment, garage door openers with remotes, and existing plants and shrubbery, together with **all as currently on premises.**

- (b) Included in the sale are fixtures which are defined as personal property that have become so attached to the real property that they are not readily removable having become fixed, e.g. by nail, screw, bolt, glue, etc.
 - (c) Specifically excluded from the sale are N/A

(d) If any fixtures are leased, the leased item, and corresponding name and contact information of the lessor is as follows:

- 6. TITLE. (a) If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) days, or such shorter time as may be within the term of the BUYER's mortgage commitment, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER may elect to accept such title as the SELLER can convey, without modification of the purchase price, or may reject such title. Upon such rejection, all sums paid on account hereof, together with any expenses actually incurred by the BUYER, which expenses, however, shall be limited in the aggregate so as not to exceed the gross premium cost of fee title insurance based on the amount of the purchase price, for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fee, shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder.
- (b) The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. Any and all defects in or encumbrances against the title, which come within the scope of said Title Standards, shall not constitute valid objections on the part of the BUYER, if such Standards do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Standards, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut.
- (c) NO VIOLATIONS: The SELLER represents that the Premises and the present use thereof are not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any restrictive covenant, agreement or condition subject to which title to the Premises is be conveyed in accordance with the terms hereof. Between the date of this Agreement and the date of closing the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises, which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.
- (d) RELEASE OF MORTGAGES: Notwithstanding anything to the contrary contained in this Agreement or any riders attached hereto, in the event SELLER'S title is encumbered by mortgage lien(s) for which SELLER'S

attorney is unable to deliver release(s) of mortgage(s) at closing, the parties shall close the transaction, provided that the following procedure is followed with respect to each mortgage lien: (a) the SELLER'S attorney shall provide to the BUYER'S attorney the following documents at the time of closing: SELLER'S indemnification letter in the form provided by the Greater Bridgeport Bar Association Closing Customs, copy of mortgage payoff statement provided by the mortgagee, mortgage payoff transmittal letter issued by the SELLER'S attorney in the form provided by the Greater Bridgeport Bar Association Closing Customs, and a copy of the overnight airbill for transmittal; (b) the SELLER'S attorney, upon receiving the release of mortgage from the mortgagee, shall send it, with payment for the recording fee, to the BUYER'S attorney who shall then record the release of mortgage; (c) if SELLER has not obtained such release within sixty (60) days after closing, the SELLER'S attorney and BUYER'S attorney shall take all necessary steps towards compliance with the Section 49-8a of the Connecticut General Statutes for the purpose of filing a statutory affidavit in lieu of release of mortgage should such filing become necessary; (d) with respect to an equity line of credit, in addition to the aforesaid requirements, the SELLER'S attorney shall notify the lender to terminate all future borrowing rights as the time at which the payoff statement is requested, a copy of this notification shall be provided to BUYER at closing; (e) in the event BUYER'S title insurance company will not issue a fee policy at no additional premium taking no exception for said mortgage or mortgages, or which provides affirmative coverage against lost or damage by reason of said unreleased mortgage or mortgages, BUYER shall not be obligated to proceed to closing; and (f) the provisions of this paragraph 6(d) shall survive the closing.

(e) EXCEPTIONS TO TITLE: The Premises will be conveyed to and accepted by the BUYER subject to:

- (i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.
- (ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.
- (iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).
- (iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.
- (v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment and/or lien other than taxes shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.
 - (vi) Such encumbrances as shown on Schedule A, if any.

(vii)

- 7. **LIEN**. All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 6 or 11 hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.
- 8. CONDITION OF PREMISES]. The BUYER agrees that he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in the condition that it was in at the time that all the Buyer's building inspections were completed, on an "as is" basis, reasonable wear and tear excepted, subject to the provisions of Paragraph 11 hereof. SELLER represents that all appliances and systems on the Premises (including the furnace, heating and air conditioning systems and any appliances included in the sale) are in working order and will be in the same condition at the time of closing as they were on the date that all the BUYER's building inspections were completed, reasonable wear and tear excepted. SELLER represents that the floor areas under any area rugs or furniture, and the wall areas behind any furniture, wall hangings or other objects, are of substantially the same condition and material as the floor and wall areas that are visible to inspection by BUYER without moving any of the foregoing, and there are no holes in the floors or walls hidden by the same, with the exception that reasonable nail holes shall be deemed to be acceptable. Neither SELLER nor SELLER's agents have made any representations or warranties as to said Premises on which BUYER has relied other than as expressly set forth in this Agreement. The SELLER agrees that the condition of the Premises shall be the same on the date of closing of title as of the date that all the BUYER's building inspections were completed, reasonable wear and tear excepted, subject to the provisions of Paragraph 11 hereof.
- 9. BROKER(S). The parties hereto agree NO broker(s) who negotiated the sale of the Premises, and the SELLER agrees to pay the commission for such services pursuant to separate agreement. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no other broker or agent brought the Premises to the BUYER's attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no other broker or agent has any exclusive sale or exclusive agency listing on the Premises. The BUYER (jointly and severally, if more than one) hereby agrees to indemnify and hold harmless the SELLER against any liability by reason of the claim of any other broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such other broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, SELLER shall promptly notify BUYER, and BUYER shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.
- 10. **APPORTIONMENT**. Real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, shall be apportioned over the fiscal period for which levied. BUYER shall reimburse SELLER at closing for any fuel remaining on the Premises at then market rates. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located. Condominium special assessments due and payable prior to the date set forth in Paragraph 4 of this Agreement shall be SELLER's responsibility. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing. The preceding sentence shall survive the closing.
- 11. RISK OF LOSS. The risk of loss or damage by fire or other casualty to the buildings on the Premises until the time of the delivery of the deed is assumed by the SELLER. Throughout the period between the date of this Agreement and the delivery of deed, SELLER shall continue to carry his existing fire and extended coverage insurance on the buildings on the Premises. In the event that such loss or damage does occur prior to the delivery of the deed, the SELLER shall immediately notify Buyer and shall be allowed a reasonable time thereafter, not to

exceed thirty (30) days from such loss or damage or such shorter time as may be within the term of BUYER's mortgage commitment, within which to repair or replace such loss or damage to the Buyer's reasonable satisfaction. In the event the SELLER does not repair or replace such loss or damage within said time, the BUYER shall have the option:

- (a) Of terminating this Agreement, in which event all sums paid on account hereof, together with any expenses actually incurred by the BUYER for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fees (in the aggregate not to exceed the cost of fee title insurance based on the amount of the purchase price), shall be paid to the BUYER without interest thereon. Upon receipt of such payment, further claims and obligations between the parties hereto, by reason of this Agreement, shall be released and discharged; or
- (b) Of accepting a deed conveying the Premises in accordance with all the other provisions of this Agreement upon payment of the aforesaid purchase price and of receiving the benefit of all insurance moneys recovered or to be recovered on account of such loss or damage, to the extent they are attributable to loss or damage to any property included in this sale, less the amount of any moneys actually expended by the SELLER on said repairs.

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes.

- 12. **AFFIDAVITS**. The SELLER agrees to execute, at the time of closing of title, an affidavit, (a) verifying the non-existence of mechanics' and materialmen's lien rights, (b) verifying the non-existence of any tenants' rights, other than as set forth herein, (c) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, (d) updating to the extent of SELLER's knowledge, any available survey, and (e) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445; together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's knowledge.
- 13. MAINTENANCE. The grounds shall be maintained by the SELLER between the date of BUYER's signing hereof and the closing of title, including the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas), and the removal of snow and ice from walks and driveways. In the event there is a pool that has been opened prior to the closing, SELLER shall continue to perform normal maintenance of same.
- 14. **DELIVERY OF PREMISES**. The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein), broom-clean, free of all debris, litter and furnishings and shall deliver all keys in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.
- 15. **LIABILITY FOR DELAYED CLOSING**. In the event of a delay in closing as set forth herein, other than as provided for under the provisions of this Agreement, through no fault of the SELLER, beyond five (5) business days, then the BUYER will reimburse the SELLER from the sixth (6th) business day to the day of actual closing of title for the SELLER's carrying costs of said property, including taxes, mortgage interest, utilities and per diem interest on SELLER's equity in the Premises, which amount shall be calculated at the rate of 1/30th of 1% of the purchase price for each day of delay up to the actual date of closing. Further, in the event of a delay in the closing by more than five (5) business days, through no fault of the BUYER, SELLER shall reimburse the BUYER for carrying costs for temporary housing, temporary storage of personal property, living expenses and other miscellaneous expenses at the same per diem rate of 1/30th of 1% of the purchase price for each day of

delay from the sixth (6^{th)} business day to the day of actual closing up to the actual date of closing. [For example, the per diem cost of a \$450,000 transaction would be \$150 per day.]

16. **DEFAULT**. If BUYER is in default hereunder, or, on or before the date of closing as set forth herein, indicates that BUYER is unable or unwilling to perform and SELLER stands ready to perform SELLER's obligations, SELLER's sole remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney and retain the down payment as reasonable liquidated damages for BUYER's inability or unwillingness to perform. It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute buyer; additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance. In such event and upon SELLER's written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement. If SELLER defaults hereunder, BUYER shall have such remedies as BUYER shall be entitled to at law or in equity, including, but not limited to, specific performance. However, failure to comply by the SELLER as a result of encumbrances or defects in title shall be governed by the provisions of Paragraph "6" of this Agreement and failure to comply as a result of risk of loss shall be governed by Paragraph "11" of this Agreement.

The foregoing notwithstanding, a delay in the closing occasioned by the SELLER, which results in either the loss of the BUYER'S mortgage commitment or an adverse change in the terms of such commitment shall entitle BUYER to rescind this Agreement and the SELLER shall forthwith refund all sums heretofore paid by the BUYER on account of the purchase price, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall terminate.

In no event shall the closing, or any extension thereof, take place later than four (4) weeks from the date of closing set forth in Paragraph 4 hereof, subject to the provisions of Paragraphs 6 and 11 of this Agreement. In the event closing has not taken place by the end of said four (4) week period, through no fault of the non-delaying party, the delaying party shall be deemed in default.

17. MORTGAGE CONTINGENCY. INTENTIONALLY DELETED This Agreement is contingent upon BUYER obtaining an unconditional written commitment for a loan, which commitment shall be subject only to such acts as shall be within Buyer's reasonable ability to perform, to be secured by a mortgage(s) on the Premises, in the amount of \$ NA from a lending institution or licensed mortgage broker, which loan(s) shall be for a term of not more than 30 years and shall bear interest at rate(s) then in effect at the institution where application is made and shall include such other terms and conditions as are imposed by such institution at the time BUYER makes such application(s). BUYER agrees to make prompt application(s) for such a loan(s) and to pursue said application(s) with diligence. If having done so, BUYER is unable to obtain such unconditional written commitment for such a loan on or before N/A and if BUYER so notifies

SELLER or SELLER's attorney, **James A. Miller**, **Jr.**, in writing, at or before 5:00 p.m., on said date, then this Agreement shall be null and void and the BUYER shall be entitled to the immediate return by SELLER of all sums paid by the BUYER on account of this Agreement except for the sum of Three Hundred Fifty (\$350.00) Dollars towards the cost of preparation of this Agreement. If SELLER or SELLER's attorney does not receive such written notice at or before 5:00 p.m. on said date, this Agreement shall remain in full force and

effect. A denial of BUYER's mortgage application based upon the BUYER's inability to sell other real estate or another home, or a written commitment conditioned on the sale of other real estate or another home, shall NOT be deemed a denial of such mortgage application under this paragraph. In either of such events the BUYER shall not be entitled to terminate this Agreement nor be entitled to the return of any sums paid by the BUYER on account of this Agreement. Should the BUYER fail to comply with the foregoing requirements, this Agreement shall continue in full force and effect, and the rights and obligations of the parties shall be as if this paragraph did not appear in this Agreement.

18. PROPERTY CONDITION DISCLOSURE FORM. INTENTIONALLY DELETED

- 19. **LEAD-BASED PAINT**. By signing this contract, BUYER acknowledges that the lead paint contingency granted pursuant to 42 USC 4852d as set forth in the Lead Paint Disclosure report attached to this Agreement has been waived or has been satisfied, and that the BUYER has no further testing period for lead paint.
- 20. **UTILITIES**. The SELLER represents that no utility lines cross the property of an adjoining owner to serve the Premises unless specifically set forth in this Agreement, and that no utility lines cross the Premises and serve property of an adjoining owner unless specifically set forth herein.
- 21. **BUILDING PERMITS**. The SELLER represents that during SELLER's period of ownership, no work has been performed on the Premises for which a building permit has been required other than that for which building permits were obtained and for which Certificates of Occupancy have been issued.
- 22. **INSULATION AND ASBESTOS**. The SELLER represents that the Premises are not insulated in whole or in part with urea formaldehyde or any other type of foam insulation and do not contain any asbestos related material.
- 23. **KNOWLEDGE OF HEARINGS**. The SELLER represents that SELLER has neither knowledge nor notice of any pending public agency (including but not limited to Planning, Zoning, Inland Wetlands, etc.) hearings or appeals therefrom affecting the Premises or any abutting property and will promptly notify the BUYER if the SELLER receives notice or learns of any such hearings after the signing of this Agreement and prior to closing. If the purpose of such hearing would have an adverse effect on the property and/or BUYER's use and enjoyment thereof, either party can either: 1). Cancel this agreement; 2). Postpone closing date until after said hearing to determine if the requested use(s) or change(s) has/have been granted; or 3). Proceed to closing pursuant to the terms contained herein.
- 24. **DELIVERY OF DOCUMENTS**. The SELLER shall deliver to the BUYER prior to closing any documents, informational materials, building plans and any surveys in the SELLER's possession pertaining to the Premises, the appliances and the systems on the Premises.
- 25. **BASEMENT AND ROOF**. The SELLER represents that, during the period of the SELLER's ownership of the Premises, the basement has been free of any water except as disclosed herein, and represents that the roof currently is free of leaks.
- 26. **SEPTIC**. Unless, the premises are served by public sewer, the SELLER represents that the Premises are served by a septic tank and leaching fields located entirely within the Premises' lot lines, that said tank and fields serve no other Premises and that, during the SELLER's entire period of ownership, said septic system has required only normal maintenance and cleaning.

- 27. WELL. Unless the Premises are served by public water supply, the SELLER represents that the Premises are supplied by a well and pipes located entirely within the Premises' lot lines, that said well and pipes serve no other premises and that, during the SELLER's entire period of ownership, the well has produced sufficient clear and potable water for normal domestic use.
- 28. UNDERGROUND STORAGE TANKS. The SELLER represents that there are no above-ground or underground storage tanks on the Premises which leak or have leaked and that any such storage tank(s) are not currently in disrepair and SELLER has no knowledge of any underground storage tank(s), except as disclosed in the Property Condition Disclosure Form attached hereto. The SELLER further represents that the Premises are not contaminated by any oil, petroleum product or hazardous waste which, if known to the state and federal authorities, could result in remedial clean-up work and expense to the BUYER subsequent to the passing of title. In the event that any such Underground Storage Tank(s) (UST) was/were removed and/or abandoned by SELLER, or SELLER has knowledge of any such removal and/or abandonment, then SELLER shall provide to BUYER prior to closing of title any documentary evidence of such removal and/or abandonment, including but not limited to permitting, correspondence, testing data and/or results, disposal manifests, etc. that SELLER may possess. Further, SELLER represents that any such removal was done in accordance with all applicable state/town regulations by a company licensed to engage in the removal or abandonment of USTs, and that if the work was not done in accordance with applicable regulations by a licensed company, the SELLER shall provide BUYER reasonable soil testing and/or other inspections at SELLER's sole cost and expense, as shall be necessary to comply with such regulations.
- 29. **NON-MATERIAL FACT CONCERNING REAL PROPERTY**. The BUYER hereby advises the SELLER that knowledge of any non-material fact concerning real property, as defined in Connecticut General § 20-329cc *et seq* with regard to the Premises is important to his decision to purchase the Premises. The SELLER represents to BUYER that he has no knowledge of any non-material fact concerning real property, as defined in Connecticut General § 20-329cc *et seq* with regard to the Premises.
- 30. **NOTICES**. All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to:

James A. Miller, Jr. Esquire 148 SOUTHPORT WOODS DRIVE, SOUTHPORT, CT Tel. 203-256-3700 Fax 203-255-5957 Email -jmiller@jimmillerlaw.com

Notices to the BUYER shall be sent to:

JAMES BALDWIN, ESQ

1 ELIOT PLAC E, FAIRFIELD

- 31. **RIGHT TO WITHDRAW**. This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER's attorney of the full payment of the deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney.
- 32. **ASSIGNMENT**. This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.
- 33. **IRS REPORTING COMPLIANCE**. Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.
- 34. ACCEPTANCE OF DEED. The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.
- 35. **REPRESENTATIONS**. Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement or any addenda attached hereto shall survive delivery of the deed and all representations by SELLER are made to the best of SELLER's knowledge and belief.
- 36. **EFFECT**. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.
- 37. **COSTS OF ENFORCEMENT**. Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.
- 38. **GENDER.** In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

- 39. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement; and said counterparts shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party.
- 40. ENTIRE AGREEMENT. All prior understandings, agreements, representations and warranties, oral and written, between Seller and Purchaser are merged in this Agreement. This Agreement completely expresses the agreement of the parties and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.
- 41. **CAPTIONS**. The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.
- 42 **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not render the remaining terms and provisions invalid or unenforceable.
- 43. **ALTERATION OF STANDARD FORM**. The Parties agree that unless a provision which is not a part of, or which varies from the Standard Form, is printed in bold typeface of not less than 16 points or handwritten,, such provision shall be deemed not to be a part of this Agreement for any purpose, and any provision of the Standard Form that has been eliminated shall be deemed to be a part of this Agreement unless a reference to its deletion in such typeface or handwriting is inserted in its place and is described in a separate cover letter. Addenda, exhibits and riders to this Agreement are not subject to the foregoing requirement of this paragraph.
- 44. **BANKRUPTCY.** SELLER represents that no SELLER is a "Debtor" in a proceeding presently pending in any Bankruptcy Court. If, between the date of SELLER's execution of the Agreement and the closing of title, a Bankruptcy petition is filed naming a SELLER as a Debtor under any Bankruptcy Code, then this Agreement shall terminate and Buyer shall be entitled to the return of any and all sums paid on account hereof, together with any expenses actually incurred by the BUYER, which expenses, however, shall be limited in the aggregate so as not to exceed the gross premium cost of fee title insurance based on the amount of the purchase price, for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fee, shall be paid to the BUYER without interest thereon. Whereupon, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. This representation shall be deemed material and shall survive the closing of title.
- 45. **BOUNDARY LINES.** SELLER represents that all buildings, appurtenances, systems, and driveways are entirely within the boundary lines of said premises.
- 46. **NO FURTHER ENCUMBRANCES.** SELLER agrees that he will not further encumber the premises and that he will notify the Buyer immediately of any matters including, but not in limitation of, attachments, liens and any notice zoning matters which may affect the premises during the pendency of this agreement.
- 47. **RECORD OWNER.** SELLER is record owner in fee simple of the premises being conveyed herein.
- 48. ABUTS PUBLIC STREET. SELLER represents that the property abuts a public highway.

49. MUNICIPAL ASSESSMENTS. SELLER represents that Seller has no knowledge of the existence of any municipal lien and/or assessment, nor improvements for which a lien or assessment could be levied in the future.	

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.
In the Presence of:
BY
BENEDICT SINNOTT , Seller
Social security #:
5
VANESSA SINNOTT ,SELLER
Social security #:
TOWN OF FAIRFIELD, BY Buyer
Social security #:
Title to said Premises is to be taken in the name or names of:
TOWN OF FAIRFIELD
as

ATTACHMENTS:

SCHEDULE A

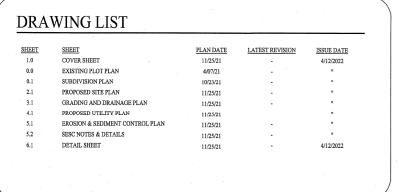
- Description of PremisesExceptions to Title [see Paragraph 6(e)(vi)]

PROPOSED 3-LOT SUBDIVISION

LOCATED AT:

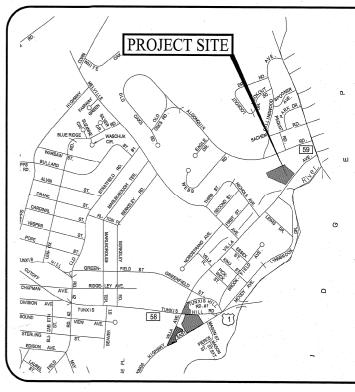
150 VILLA AVENUE, FAIRFIELD, CONNECTICUT

PREPARED FOR:
BENEDICT SINNOTT





525 JOHN STREET BRIDGEPORT, CT. PH. 203-333-9465 EMAIL:INFO@FULLERSURVEYORS.COM



LOCATION MAP

APPLICANT

BENEDICT SIN 150 VILLA AVE FAIRFIELD, CT

PROPERTY INFORMATION

ADDRESS: 150 VILLA AVENUE MAP-BLOCK-LOT: 33/75/A OWNER: BENEDICT SINNOTT

SITE/CIVIL ENGINEER

JAMES E. QUILL, PE LICENSE NO. 14358 FULLER ENGINEERING & LAND SURVEYING, LLC 925 JOHN STREET BRUGEPORT, CONNECTICUT 06604 (203) 333-34465

SURVEYOR OF RECORD

KEVIN M. CROWLEY, LS LICENSE NO. 70261 FULLER ENGINEERING & LAND SURVEYING 525 JOHN STREET BRIDGEPORT, CONNECTICUT 06604 (203) 333 9465

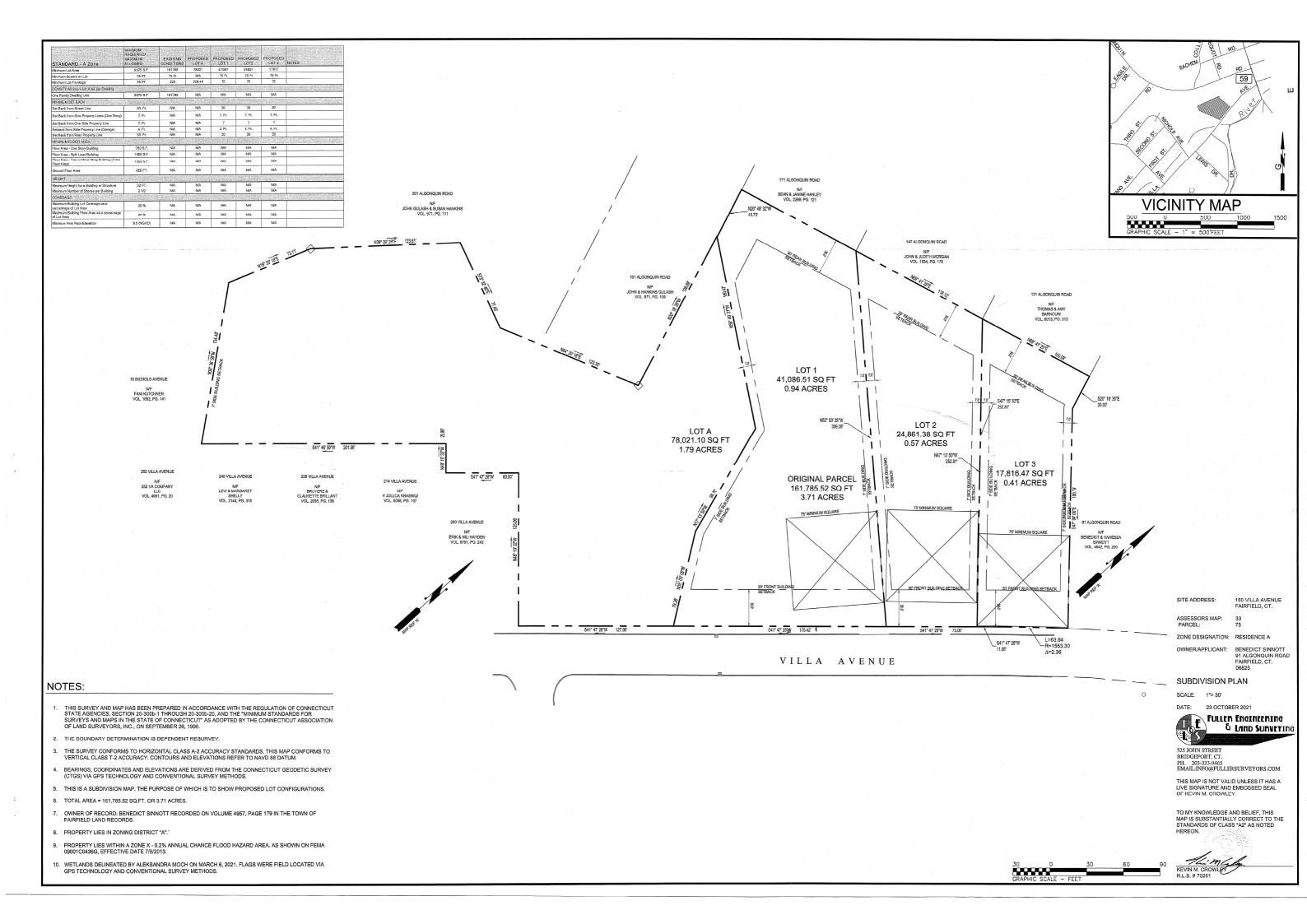
SOIL SCIENTIST

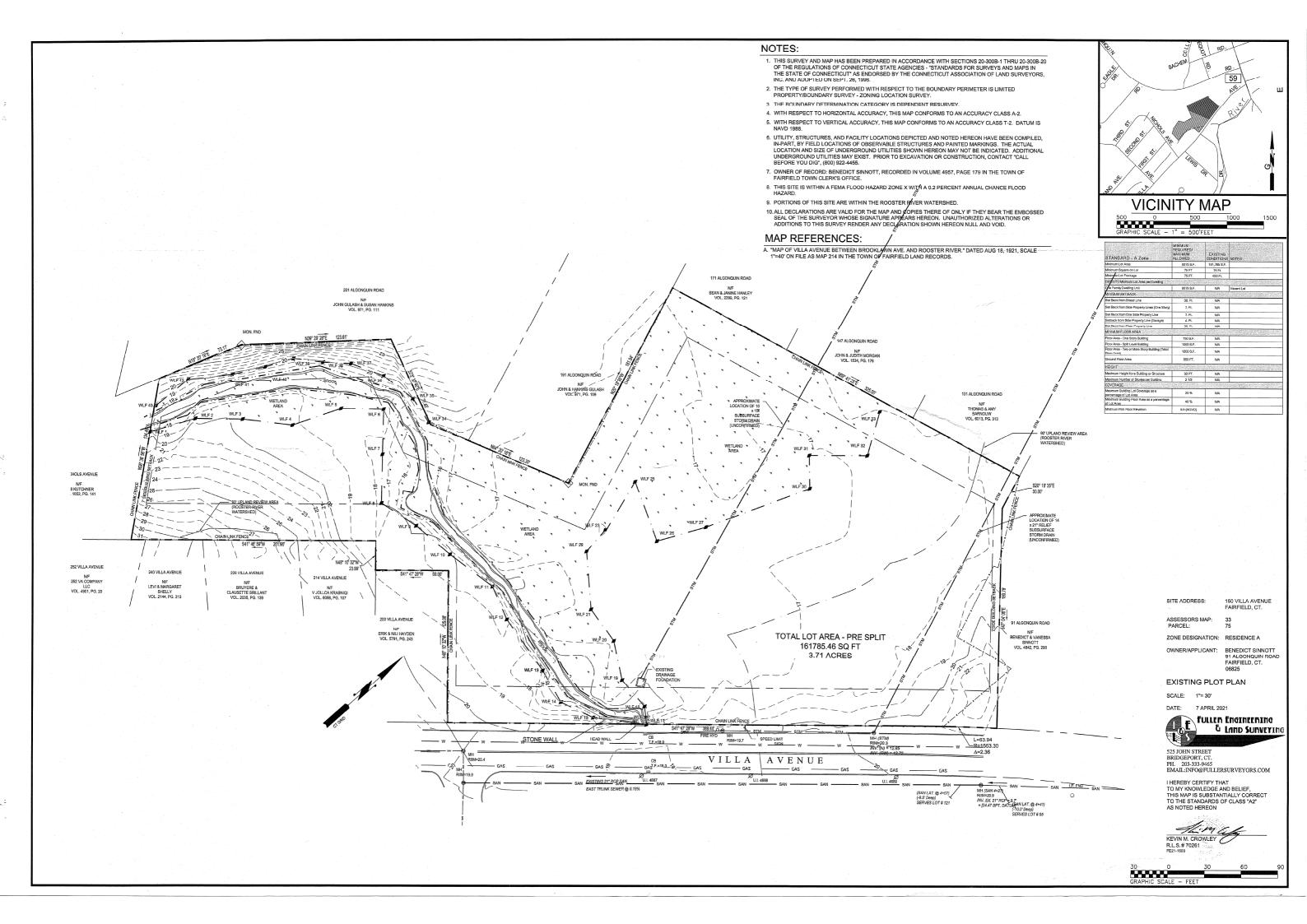
ALEXANDRA MOCH 13 WEBB AVENUE STAMFORD, CONNECTICUT 06902 (203) 975 7834

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	Rev. #:	Date	Description	1	
	Project:				
	Troject.				
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Sheet Title:

COVER SHEET 1.0





WETLAND AREA TABLE										
	EXISTING	PROPOSED	PROPOSED		PROPOSED					
WETLAND AREA	CONDITIONS	LOTA	LOT 1	LOT2	LOT 3	NOTES				
Total Lot Area	161,786 S.F.	78,021 S.F.	41,087 S.F.	24,861 S.F.	17,817 S.F.					
Total Wetlands	61,491 S.F.	39,115 S.F.	17,423 S.F.	4,953 S.F.	S.F.					
lotal Upland Review Area	67,948 S.F.	33,839 S.F.	19,303 S.F.	10,070 5.F.	4,170 S.F.					
Wetlands to be Altered	0.8.F.	0 S.F.	0 S.F.	0 S.F.	0 S.F.					
Upland Review Area to be Altered	0 S.F.	0.8.F.	3,749 S.F.	1,203 S.F.	200 S.F.					
Total Requisted Area to be Altered	OSF.	0 S.F.	3,749 S.F.	1,203 S.F.	200 S.F.	1				

MAP REFERENCES:

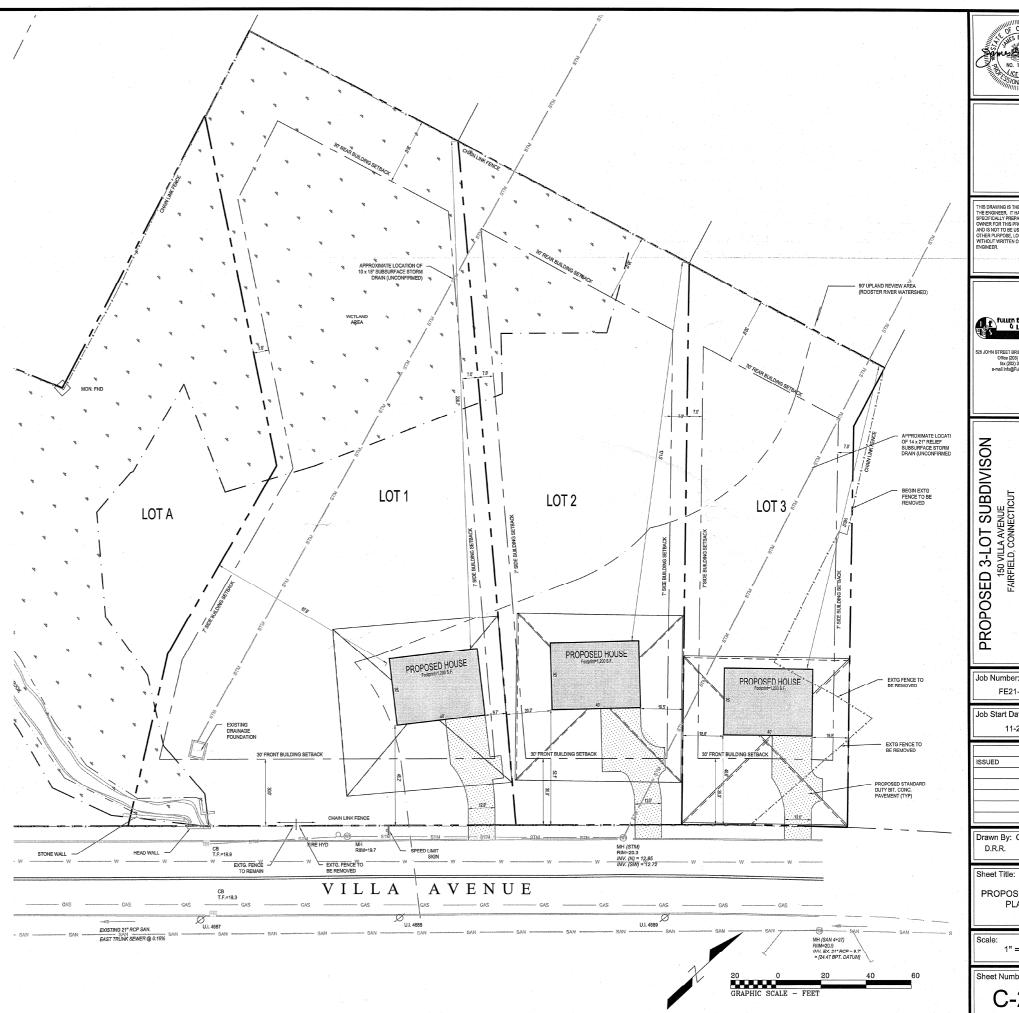
- A. "SUBDIVISION PLAN, 150 VILLA AVENUE, FAIRFIELD CT", DATED 23 OCTOBER 2021, SCALE 1"=30", BY FULLER ENGINEERING & LAND SURVEYING, LLC.
- SCALE 1"=30", BY FULLER ENGINEERING & LAND SURVEYING, LLC.

 B. 6" WATER MAIN AND 6" GAS MAIN LOCATIONS ARE APPROXIMATE ONLY TAKEN FROM:
 "TOWN OF PAIRFIELD DEPT. OF PUBLIC WORKS STORM SEWER TUNXIS HILL TRUNK
 SCC. & NICHOLS AVE. TO BERKELEY RD. CONTRACT # 45" AS CONSTRUCTED PROJECT
 NO. A.P.W. CONN.-15G. DATED 10-17-62, REVISED 12-4-62, SCALE: 1" = 40" HOR., 1" = 4"
 VERT. FILE NO. 6:22, MAP NO. 1 OF 2. TOWN OF FAIRFIELD WPCA SEWER DEPT. FILE NO.
 4-622.
- 4-52Z.

 EXISTING 21" RCP SANITARY SEWER INFORMATION OBTAINED FROM: PROPOSED SEWERAGE WORKS TOWN OF FAIRFIELD FAIRFIELD COUNTY, CONN. PLANS & PROFILES BOWE, ALBERTSON & ASSOCIATES ENGINEERS NEW YORK CITY. DATED NOVEMBER 1947, AS CONSTRUCTED 1-16-61, REV'D. 7-7-15. SCALES: 1" = 40 ' HORIZ. 1" = 4' VERT. DWG. NO 145C-82.
- D. TOWN OF FAIRFIELD SEWER MAP BROOKLAWN PARK, FAIRFIELD, CONN. SANITARY SEWERS AND STORMWATER SEWERS. SCALE: 80 FEET TO 1 INCH, DATED: APRIL 25, 1927. WPCA MAP NO. 3A-2215.

NOTES:

- THIS PLAN IS FOR PERMITTING PURPOSES ONLY. PLAN IS NOT TO BE USED AS A SITE OR CONSTRUCTION PLAN. ADDITIONAL DESIGN AND DETAILS REQUIRED FOR BIDDING AND CONSTRUCTION.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS, METHODS AND SEQUENCES OF CONSTRUCTION AND FOR THE SAFETY OF WORKERS AND OTHERS ON THE CONSTRUCTION SITE.
- THE CONTRACTOR SHALL LOCATE AND VERIFY THE SIZE, LOCATION, DEPTH AND INVERTS OF ANY AND ALL EXISTING UTILITIES PRIOR TO COMMENCING OPERATIONS. THE CONTRACTOR SHALL ALSO BE REQUIRED TO CONTACT THE TOLL FREE "CALL-BEFORE-YOU-DIG" PHONE NUMBER AT 1-800-922-4455.
- THE PROPOSED DEVELOPMENT SHOWN HEREON WILL REQUIRE REVIEW AND APPROVAL BY THE BUILDING DEPARTMENT.
- RESTORE ALL DISTURBED AREAS WITH A MINIMUM OF FOUR (4") INCHES OF TOPSOIL, SEED, AND HAY MULCH UPON COMPLETION OF CONSTRUCTION.
- 6. LOT SERVED BY PRIVATE WELLS AND SEPTIC SYSTEMS.
- 7. SUBJECT PROPERTY IS NOT WITHIN THE FEMA FLOOD HAZARD.





FULLEN ENGINEENING & LAND SURVEY

HN STREET BRIDGEPORT, C. Office (203) 333-9465 fax (203) 336-1769 e-mail Info@FullerSurveyore

BENEDICT SINNOTT

Job Number: FE21-1603

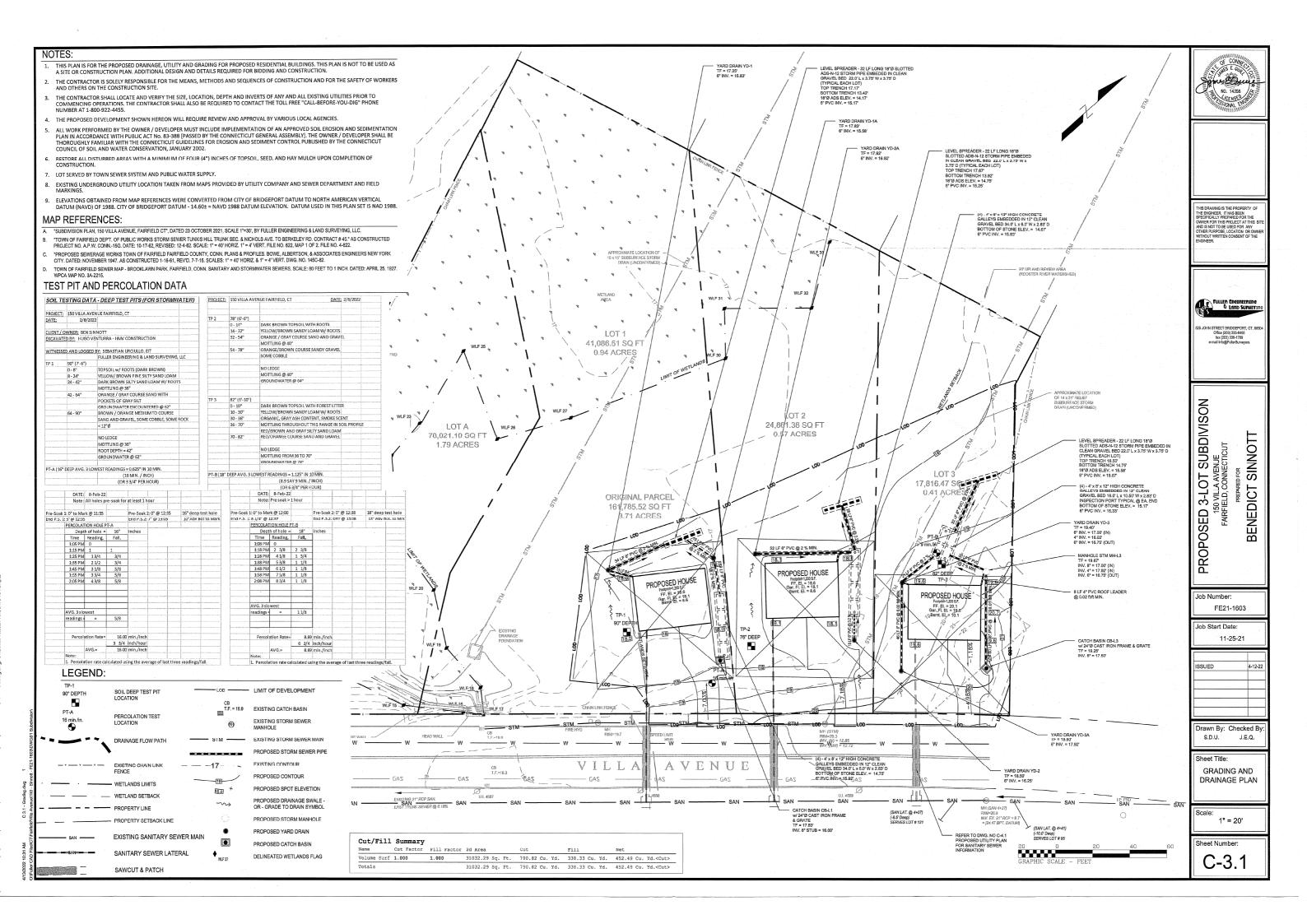
Job Start Date: 11-25-21

Drawn By: Checked By: D.R.R. J.E.Q.

PROPOSED SITE PLAN

1" = 20'

Sheet Number: C-2.1



\CIVairreid\Viiia Avenue\f5u - Sinnott - F£21-1bUs\UWG\U1 Subdivison\C 4.1 - U1ILIY.dwg, 4/13/2022 10:31:38 AM, DWG

- THIS PLAN IS FOR THE EROSION & SEDIMENT CONTROL OF THE PROPOSED 3 LOT SUBDIVISION. THIS PLAN IS NOT TO BE USED AS A SITE OR CONSTRUCTION PLAN. ADDITIONAL DESIGN AND DETAILS REQUIRED FOR BIDDING AND CONSTRUCTION.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS, METHODS AND SEQUENCES OF CONSTRUCTION AND FOR THE SAFETY OF WORKERS AND OTHERS ON THE CONSTRUCTION SITE.
- 3. THE CONTRACTOR SHALL LOCATE AND VERIFY THE SIZE, LOCATION, DEPTH AND INVERTS OF ANY AND ALL EXISTING UTILITIES PRIOR TO COMMENCING OPERATIONS. THE CONTRACTOR SHALL ALSO BE REQUIRED TO CONTRACT THE TOLL FREE "CALL-BEFORE-YOU-DIG" PHONE NUMBER AT 1-800-922-4455.
- THE PROPOSED DEVELOPMENT SHOWN HEREON WILL REQUIRE REVIEW AND APPROVAL BY TOWN AGENCIES PRIOR TO CONSTRUCTION.
- EROSION CONTROL MEASURES SHOWN ARE SUGGESTED LOCATIONS, ACTUAL PLACEMENT OF PROPOSED EROSION CONTROL MEASURES TO BE DETERMINED IN THE FIELD IN CONSULTATION WITH THE DESIGN ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL WORK PERFORMED BY THE OWNER / DEVELOPER MUST INCLUDE
 IMPLEMENTATION OF AN APPROVED SOIL EROSION AND SEDIMENTATION PLAN IN
 ACCORDANCE WITH CT DEEP 2002 EROSION AND SEDIMENTATION CONTROL
 GUIDELINES, AS AMENDED.
- 7. RESTORE ALL DISTURBED AREAS WITH A MINIMUM OF FOUR (4") INCHES OF TOPSOIL, SEED, AND HAY MULCH UPON COMPLETION OF CONSTRUCTION.
- 8. LOT SERVED BY TOWN SEWER SYSTEM AND PUBLIC WATER SUPPLY.

MAP REFERENCES:

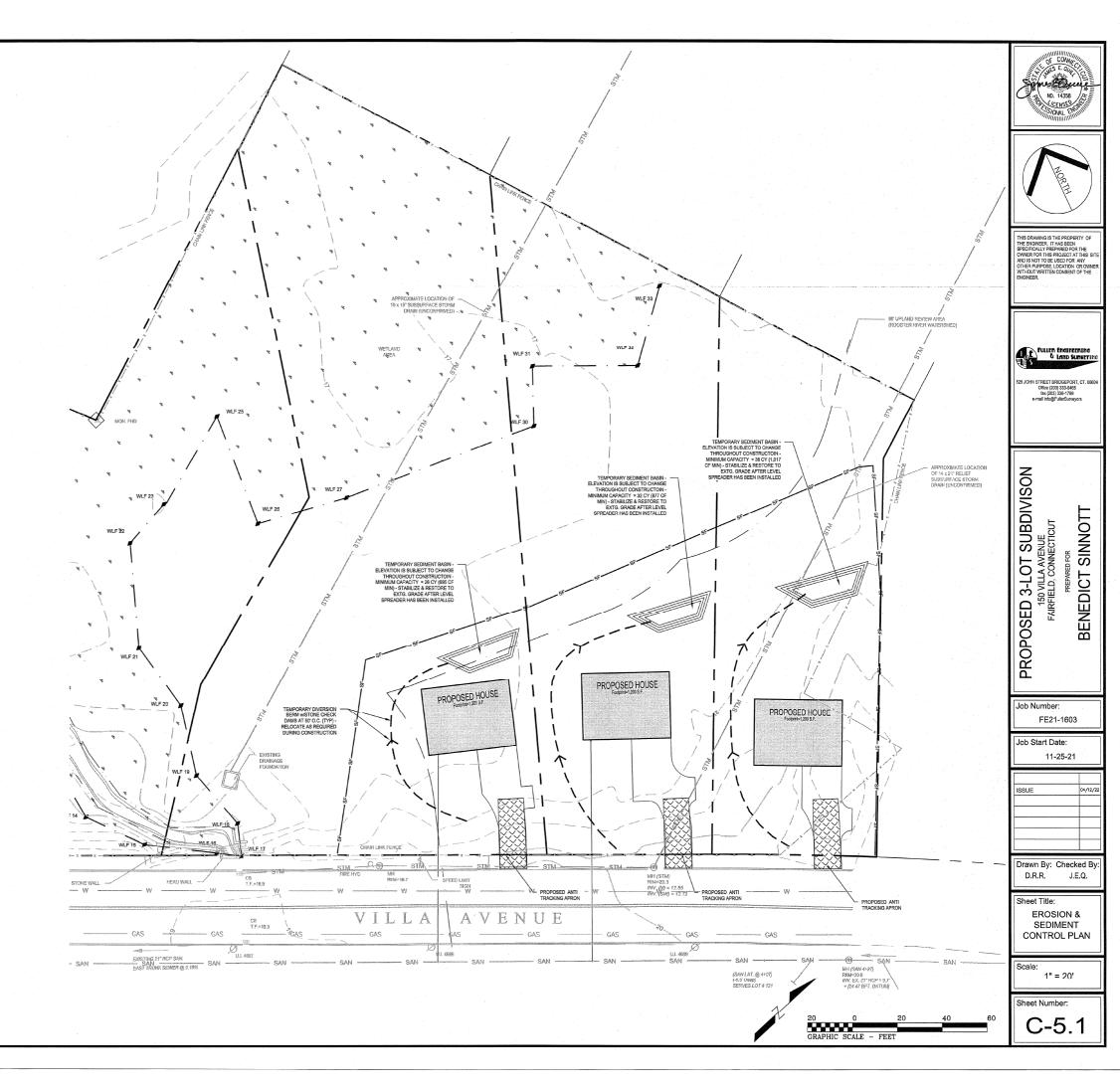
A. "SUBDIVISION PLAN, 150 VILLA AVENUE, FAIRFIELD CT", DATED 23 OCTOBER 2021, SCALE 1"=30", BY FULLER ENGINEERING & LAND SURVEYING, LLC.

IOTE			
MINIMUM STORAGE DRAINAGE ARE PER	VOLUME OF 134 C R THE 2002 CONNE SEDIMENT CONTRI	UBIC YARDS PE	R ACRE C
EDIMENT TRAP OT 1	CONTRIBUTING AREA	CY Required	CF Require
1	.2 AC	26 CY	695 CF
OTAL SEDIMENT RAP STORAGE CAPACITY	695 CF		
EDIMENT TRAP	CONTRIBUTING AREA	CY Required	CF Require
1	.2 AC	32 CY	877 CF
OTAL SEDIMENT RAP STORAGE CAPACITY	877 CF		

SEDIMENT TRAP CONTRIBUTING

1,017 CF

TOTAL SEDIMENT
TRAP STORAGE
CAPACITY



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

From: Jill Vergara < jillvergara@gmail.com>

Date: Mon, Sep 12, 2022 at 2:13 PM

Subject: Re: RTM authorization of the preparation, printing and dissemination of concise

explanatory text for Charter Revision ballot question To: Mark McDermott < markmcdrtm7@gmail.com>

Mr. Moderator, can you please have this added to the backup? As this was a communication made to the entire RTM about an agenda item that we are discussing, I believe that it should be contained in the backup for this month's meeting.

Thank you. Sincerely, Jill

Jill Vergara

Representative, Fairfield RTM District 7
(203) 993-5592

On Tue, Aug 16, 2022 at 10:02 AM Mark McDermott < markmcdrtm7@gmail.com > wrote: To the RTM, please see Representative Vergara's email to Town Attorney James Baldwin and Town Clerk Besty Browne concerning the satute that the RTM must vote to authorize the Town Clerk to prepare, print and disseminate the explanatory text for the charter revision question to appear on this year's ballot and Mr. Baldwin's agreement.

Best, Mark

On Tue, Aug 16, 2022 at 8:58 AM James Baldwin < jbaldwin@cbklaw.net> wrote:

I agree with you Jill. BOS does not authorize in towns with an RTM. This should therefore be on September agenda.

James T. Baldwin



Town Attorney

Coles, Baldwin, Kaiser & Creager LLC Attorneys and Counselors at Law

<u>1 Eliot Place</u>, 3rd Floor Fairfield, Connecticut 06824

Tel: 203.319.0800 (Ext 302)

Fax: 203.319.1210

From: Jill Vergara < jillvergara@gmail.com > Sent: Monday, August 15, 2022 10:52 AM

To: Mark McDermott (markmcdrtm7@gmail.com) <markmcdrtm7@gmail.com>

Cc: Browne, Betsy < browne@fairfieldct.org >; James Baldwin < jbaldwin@cbklaw.net > Subject: RTM authorization of the preparation, printing and dissemination of concise

explanatory text for Charter Revision ballot question

Mr. Moderator, through you to Town Attorney Baldwin and Town Clerk Betsy Browne:

Per Connecticut General Statutes Section 9-369b, the RTM must vote to authorize the Town Clerk to prepare, print and disseminate the explanatory text for the charter revision question to appear on this year's ballot.

Sec. 9-369b. Local questions and proposals. Preparation, printing and dissemination of explanatory texts and other materials. Use of community notification systems. Expenditure of state and municipal funds to influence vote prohibited; exceptions. Civil penalty. Summaries of arguments for, against local questions.

(a)(1)(A) Except as provided in subdivision (2) of this subsection, any municipality may, by vote of its legislative body, authorize the preparation, printing and dissemination of concise explanatory texts or other printed material with respect to local proposals or questions approved for submission to the electors of a municipality at a referendum. For the purposes of this section, in a municipality that has a town meeting as its legislative body, the board of selectmen shall be deemed to be the legislative body of such municipality.

Full link to statute here: https://law.justia.com/codes/connecticut/2013/title-9/chapter-152/section-9-369b/

On Thursday, August 11, 2022, the Board of Selectmen voted to authorize the Town Clerk to prepare the explanatory text, but the Board of Selectmen did not have the power to do so under state law.

Per state statute, the RTM must vote on this issue. It is my understanding that the Town Clerk may not begin working on this explanatory text until the town's legislative body authorizes her to do so. I look forward to seeing this on the RTM Agenda, as required by state statute.

Sincerely,

Rep. Vergara

Jill Vergara

Representative, Fairfield RTM District 7

(203) 993-5592

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Mark A. McDermott RTM Moderator RTM District 7 RTM Ed & Rec Committee RTM Senior & Disabled Tax Relief Committee PTA Member - FLHS

Email: markmcdrtm7@gmail.com Cell Phone: 1-917-744-1479 Cell Phone: 1-917-744-1479

memo

To: Mark McDermott, Moderator, Fairfield RTM

From: Karen Wackerman, RTM Representative District 7

CC: Betsy Browne, RTM Clerk; Mark Barnhart, Director of Economic

Development; Anthony Calabrese, Director of Parks and Recreation; Jim Baldwin, Town Attorney; Sharon Pistilli, District 3; Marcy Spolyar, District 4;

Hannah Gale, District 6; Jill Vergara, District 7; Jeff Steele, District 2

Date: July 31, 2022

Re: Establishment of an Arts Commission by Ordinance - Revised

In recognition of the contribution that arts and culture make to the quality of life within the community, we seek to establish an ordinance in the Town Code creating an Arts Commission.

The initial purpose of the Fairfield Arts Commission shall be to working to obtain approval from the State Department of Economic and Community Development ("DECD") for the designation of a cultural district within the town, pursuant to Section 10-401a of the Connecticut General Statutes. Such a designation could bring state funding and other support to the town and its cultural offerings.

Whether or not the DECD approves a cultural district for Fairfield, the Arts Commission will be stimulate, foster, facilitate and encourage the development and appreciation of artistic and cultural activities within the Town of Fairfield. An Arts Commission can play a vital role in fostering and supporting artistic expression in all its forms and adding to the cultural vibrancy of the Town. There are certainly opportunities to incorporate art into our public places and programs and there should be a group that helps to promote this effort. An Arts Commission can also connect artists and arts organizations to resources and advocate on their behalf. We haven't had a local entity focused on promoting the arts or working with local artists or arts organizations since the demise of the Fairfield Arts Council.

Therefore, per Rule 32 of the RTM Rules to Regulate, we respectfully submit the enclosed ordinance for referral, through you Mr. Moderator to the Commission on Legislation and Administration and thereafter to any appropriate standing or special committee as referred by you as Moderator.

Thank you for your consideration.

CHAPTER ## FAIRFIELD ARTS COMMISSION

§ Establishment.

In recognition of the contribution that arts and culture make to the quality of life within the community, The Town of Fairfield hereby establishes a "Fairfield Arts Commission."

§ Purpose.

The purpose of the Fairfield Arts Commission shall be to stimulate, foster, facilitate and encourage the development and appreciation of artistic and cultural activities within the Town of Fairfield, to explore the possibility of designating a "cultural district" within the town of Fairfield pursuant to Section 10-401A of the Connecticut General Statutes (the "Cultural District Statute") and the regulations and procedures promulgated thereunder by the Department of Economic and Community Development ("DECD"). If such a cultural district is designated within the town, the Fairfield Arts Commission shall act as the "Cultural District Commission" pursuant to such statute. If a cultural district is not so designated, the Commission shall promote and foster the arts within the town of Fairfield.

§ Membership; terms; compensation.

The Fairfield Arts Commission shall consist of nine members appointed by the Board of Selectmen, no more than five members of whom shall be registered with the same political party. Members shall have terms of three years, which shall be staggered so that no more than three terms expire in one year. The membership of the Commission shall be comprised of Fairfield electors to the extent possible and shall Include at least one representative from each of the following:

- 1. Local cultural council / arts council
- 2. Cultural organizations (historical society, museum, ethnic heritage organization)
- 3. At least one artist that lives and/or works in the district
- 4. Organizations that represent artists (artist cooperative, etc.) if applicable
- 5. For-profit creative business i.e. gallery, theater
- 6. Local business and/or chamber of commerce

The Board of Selectmen shall appoint the initial members of the Fairfield Arts Commission as soon as practicable after the enactment of this ordinance. Of the members first appointed, three shall serve for one year; three shall serve for two years; and three shall serve for three years. Thereafter, each succeeding member shall be appointed for a term of three years.

In addition, the Director of Parks and Recreation and the Director of Community and Economic Development shall serve as ex officio members of the Commission without a vote.

CHAPTER ## FAIRFIELD ARTS COMMISSION

The members shall serve without compensation.

§ Election of officers.

The Fairfield Arts Commission shall, at its first meeting following the effective date of its establishment, elect a Chair and a Secretary from amongst its members and other such officers as the Commission may determine. Annually thereafter, at the December organizational meeting, the Commission shall elect a Chair and a Secretary from amongst its members and other such officers as the Commission may determine.

§ Meetings; rules of procedure.

The Commission shall hold at least 10 regular stated meetings a year and shall give annual notice of such meetings as required by the General Statutes.

§ Duties and responsibilities.

The Fairfield Arts Commission shall have the following duties and responsibilities:

- A. The Commission, working with the First Selectperson, the Board of Selectmen, the RTM and other Boards, Commissions, Task Forces and staff, as appropriate, shall work to establish a Cultural District pursuant to the requirements of the Cultural District Statute and DECD and shall work with the Director of Community and Economic Development and other appropriate staff to complete all such requirements.
- B. Upon Fairfield's successful designation by DECD as a qualified Cultural District, the Commission shall be empowered to exercise any power and perform any duties necessary or desirable for the purpose of managing the district, including but not limited to consulting / collaborating with the Office of the Arts, Tourism (state and local) and the Designated Regional Service Organization for assistance with marketing, connecting with and/or convening local arts and culture community representatives, asset mapping, advocacy, directing resources, and applying for or soliciting and accepting any grant, contribution, or other funding from any source. The Fairfield Department of Economic Development shall support the Commission in this work.
- C. If the Commission's efforts to have DECD designate a Cultural District are unsuccessful, the Commission shall generally encourage and assist in the display and presentation of art, artistic performance, and cultural activities in Town, as well as the recognition of Town artists. The Commission shall develop, and revise as necessary, a formal arts policy for the Town, subject to the approval of the Board of Selectmen; and may engage in activities in accordance therewith. The Commission may make recommendations to the Board of Selectmen, the RTM, and other appropriate Town Boards and Commissions on art-related matters in furtherance of the Town's art policy, including the potential creation of an arts district in town.

CHAPTER ## FAIRFIELD ARTS COMMISSION

- D. The Commission may engage in other activities necessary and appropriate to carry out its objectives and purposes.
- E. No later than March of each year, the Commission shall present an annual report describing its activities for the previous calendar year to the Board of Selectmen, the RTM, and any other Board or Commission that makes such request from time to time.

MEMORANDUM

TO: Fairfield RTM's Legislation and Administration Committee

FROM: Jill Vergara (RTM District 7)

CC: Cindy Perham (D2), Jeff Galdenzi (D3), Sharon Pistilli (D3), Laura Karson (D4), Will

Diaz (D5), Hannah Gale (D6), Andrew Graceffa (D6), Mark McDermott (D7),

Christine Brown (D9), Dru Georgiadis (D9) (Co-sponsors)

Re: Ordinance Prohibiting the Use of Artificial Turf Containing Rubber Infill in the

Town of Fairfield, CT; Chapter 44 (Rubber Infill Prohibition) of the Town Code

DATE: July 22, 2022

On May 23, 2022, the RTM voted on an appropriation of \$4,125,000 for a new artificial turf field at Roger Ludlowe Middle School. Fairfield's Park and Recreation Director, Anthony Calabrese, submitted a Memorandum supporting this capital request and presented details about the project to the Board of Selectmen, Board of Finance and RTM throughout the town approval process. Mr. Calabrese's memo on the RLMS artificial turf field project stated that the project "calls for the use of a crumb rubber fill" but his representations to the RTM and other town bodies suggested that another type of infill, an acrylic-coated sand called "Envirofill," was to be used in the project. Over the course of the RTM's review, it became clear that Mr. Calabrese mistakenly referenced "crumb rubber fill" as the chosen infill for the project and had intended to use Envirofill all along.

This mistake caused much consternation within the RTM and the public. Having received approximately 170 total emails concerning the turf field (as compared to approximately 140 budget emails), this project was a highly watched and debated voting item. The Fairfield Athletic Foundation (FAF) and its members wrote the majority of emails in support of the appropriation (approximately 75%). Underlying much of these emails was the presumption that "Fairfield will be using a non-rubber infill for the Roger Ludlowe Turf Project as well as future turf projects. . . . The infill that will be used is called Envirofill and is used in turf field, playgrounds, parks, and private landscaping." (Email from the FAF Board of Directors to the RTM, dated May 16, 2022). The RTM also received a sizable number of emails (40) either arguing against the proposed artificial turf field project or asking that crumb rubber not be used from Sustainable Fairfield and other environmental groups and residents.

The consensus reached with all of these Fairfield stakeholders—FAF, Sustainable Fairfield, environmentalists, RTM and Mr. Calabrese—was that crumb rubber would not and should not be used in this project, or in other projects going forward. For that reason, the RTM passed a nearly unanimous amendment to the bond resolution requiring that only Envirofill or thermo-

plastic elastomer infill (TPE) be used.¹ The purpose of this ordinance is to codify that consensus and thereby establish a baseline—that no rubber infill materials will be used in new installations—so that we do not have to revisit this decision every time an artificial turf field project is reviewed. By passing an ordinance that establishes a baseline protection for these artificial turf projects, we streamline the process, remove a highly contentious element to these projects and efficiently make use of the work and discussion already expended on this issue.

The proposed ordinance is modelled after Westport's ordinance prohibiting the application of synthetic infill material on playing fields, which passed in 2018. Westport's ordinance states:

The application of synthetic infill material on any existing playing fields on Westport town property shall be permitted only on an as needed basis to maintain health and safety standards as determined by the Parks and Recreation Department on and after the effective date of this article. The creation of any new or replacement playing fields on Westport town property using synthetic infill material shall be prohibited on and after the effective date of this article. For the purpose of this article, "synthetic infill material" means ambient and cryogenic crumb rubber, coated crumb rubber, ethylene propylene diene monomer granules, and recycled footwear. Westport Town Code, Chapter 30 (Environment and Natural Resources), Article VIII (Town Property), Section 30-301 (Application of synthetic infill material on playing fields on town property prohibited)

While Westport's ordinance centers around "synthetic infill," the proposed ordinance for Fairfield instead focuses on a narrower and more specific category of "rubber infill material."

 $\frac{\text{https://www.turi.org/var/plain site/storage/original/application/b9727dedf5860ae7e83e3226d058b7ee.pdf}; See also Massey/Pollard January 2022 UMass presentation on Health and Environment, slide 24 "Hazard Spectrum," <math display="block">\frac{\text{https://www.healthandenvironment.org/assets/images/webinarimages/Massey%20and%20Pollard%20slides.pdf})$

https://www.westportct.gov/home/showpublisheddocument/22939/637164964084300000)

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¹ The text of that amended resolution is: "As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield (the "Town") hereby appropriates the sum of Four Million One Hundred Twenty-Five Thousand and 00/100 Dollars (\$4,125,000) for the costs to convert the existing multipurpose fields at the Roger Ludlowe Middle School to artificial turf <u>using either acrylic-coated sand ("Envirofill") infill or thermo-plastic elastomer ("TPE") infill and to install new lighting at the fields that meets the specifications of the International Dark Sky Association, and all related engineering, administrative, financing, legal, contingency and other soft costs (the "Project")." Envirofill was selected as the preferred infill, because FAF advocated for this material and other towns, like Westport and Greenwich, have considered installations using this infill (Envirofill was installed at Greenwich High School, https://www.greenwichtime.com/local/article/Panel-chooses-sand-acrylic-fill-for-new-7462959.php). In addition, analysis of the chemical makeup of different alternative infills rank rubber infills as most toxic/potentially dangerous to health and acrylic-coated sand as the next best option after natural grass. (See Massey et al. 2020 report,</u>

² Westport's prohibition does not extend to TPE or Envirofill, as both of these materials have been considered for artificial turf field installations/renovations in the town since 2018 and have been deemed to comply with its ordinance. Ultimately, 3 installations since 2018 in Westport have used TPE as the chosen infill material. (https://www.ctinsider.com/news/article/RTM-approves-4-7-million-for-new-turf-fields-13790191.php; https://westportnow.com/turf/;

We make this distinction, because several materials that we considered as viable materials for turf projects, like acrylic-coated sand and thermo-plastic elastomer could be considered "synthetic." To make the prohibition consistent with the consensus we reached, and to make the prohibited materials clearer, we define the prohibition around recycled and virgin rubber infill products, and we define "rubber infill material" to be "ambient and cryogenic crumb rubber, coated crumb rubber, encapsulated crumb rubber, ethylene propylene diene monomer (EPDM), and recycled footwear."

Like Westport, we carve out an exception for maintenance of existing playing fields: "... the supplemental application of Rubber Infill Material on any existing playing fields on Town of Fairfield property shall be permitted if required to maintain such playing fields in order to meet safety standards as determined by the Parks and Recreation Department or by the Board of Education." Since our existing fields (Ludlowe High School, Warde High School and Tomlinson Middle School) have split jurisdiction between Parks and Recreation and the Board of Education, our ordinance would enable either Parks and Recreation or the Board of Education to make the determination of what materials are necessary to maintain the health and safety levels of the existing fields. The existing fields were originally installed using crumb rubber infill and have since been topped off with encapsulated crumb rubber. Infill levels must be replenished periodically to maintain the playing surface properly and to prevent injuries. It is unknown whether materials like encapsulated crumb rubber and Envirofill or TPE can be mixed. For that reason, it is necessary to enable the administrators of these fields to apply encapsulated crumb rubber infill if necessary.

It is also important to note that this ordinance is limited only to "playing fields" and has no application to other outdoor play spaces, like playgrounds or playscapes.

In summary, we believe this ordinance merely codifies what the Body and the community achieved consensus on—that the town will not and should not use crumb rubber going forward. In doing so, we build off of the RTM's and Fairfield's advocacy groups' work and help to limit confusion about this issue going forward.

³ The town of Westport has an agreement with its Board of Education to maintain all playing fields, including those on Board of Education property, which is why the Westport ordinance limits authority to its Park and Recreation Department.

An Ordinance Prohibiting the Use of Artificial Turf Containing Rubber Infill in the Town of Fairfield, CT.

CHAPTER 35—REAL PROPERTY MANAGEMENT Section 13—Rubber Infill Prohibition

- **§35-13A**. **Purpose**. This Ordinance is enacted to protect the health, safety and general welfare of people, ecosystems and natural resources.
- **§35-13B**. **Definitions**. As used in this Ordinance, "Rubber Infill Material" means any recycled or virgin rubber products, including, but not limited to, ambient and cryogenic crumb rubber, coated crumb rubber, encapsulated crumb rubber, ethylene propylene diene monomer (EPDM), and recycled footwear.
- **§35-13C**. **Prohibition of the Use of Rubber Infill Material**. The creation or complete replacement of any playing fields on Town of Fairfield property using Rubber Infill Material shall be prohibited.
- **§35-13D**. **Exception to Prohibition**. Notwithstanding 35-13C above, the supplemental application of Rubber Infill Material on any existing playing fields on Town of Fairfield property shall be permitted if required to maintain such playing fields in order to meet safety standards as determined by the Parks and Recreation Department or by the Board of Education.
- **§35-13E**. **Effective Date**. This Article will take effect as of ratification by the RTM.

ARPA Projects Update

		Expenditures		
ARPA Project	Budgeted Cost	to Date	Balance	Status / Next Steps
Non-profit Mental Health	\$450,000	\$300,000	\$150,000	No Status
COVID Recovery Assistance	\$250,000	\$61,190	\$188,810	17 applications approved by Covid Recovery Committee for one-time awards of up to \$5000 per household for housing, utility, medical and other expenses.
Plan of Conservation and Development (POCD)	\$175,000	\$15,687	\$159,313	Developed initial goals, held first TPZ meeting Next steps will be web based public outreach tool
Downtown Resiliency - Permeable Surfacing	\$1,420,000	\$17,967	\$1,402,033	Consultant has completed survey work. started preliminary design encumbered \$186,032.
Body Cam/Dash Cam/Tasers	\$3,700,000	\$702,174	\$2,997,826	We have received on all equipment and licensing related to the Axon purchase with the exception of the equipment upgrades which will occur as scheduled over the course of the contract. Axon has fulfilled all obligations to date.
Fire Station Rehabilitation	\$500,000	\$104,703	\$395,297	Encumbered: \$258595.80 Completed: Exhaust System rehab. In progress: Station 2 ADA Bathroom renovations
Fill Pile	\$1,000,000	\$0	\$1,000,000	Since ARPA is the only remediation funding source that has an expiration date on it, we should begin hitting this account with remediation expenditures until the funding is exhausted.
Senior Center Renovation	\$850,000	\$0	\$850,000	Design of Bathrooms In Final Stages by Silver Petrucelli & assoc. Ready for Bidding in August 2022
Deck/patio behind senior center	\$100,000	\$37,465	\$62,535	Awarded to Reliable Excavating using Bid # 2022-68. Scheduled for Mid August, Estimated Completion Date Sept. 1
Paving and Sidewalk Repair	\$3,000,000	\$966,665	\$2,033,335	7-29-22 \$966,665 spent on Paving. Req issued for \$50,000 to vendor to begin sidewalk work.
Rooster River Detention Area	\$3,250,000	\$20,000	\$3,230,000	Design -Consultant has applied for permits on 2 large detention sites (Fairchild Wheeler and Tunxis Hill Park). Semi final design completed. MOU with B'port for Fairchild Wheeler. Consultant Directed to begin some other sites. Note- a few sites have been deemed non cost effective and require redesign (melville park) or removal from scope (woodfield Village).
Sidewalks - Southport and Stratfield	\$700,000	\$0	\$700,000	Design completed and Stratfield Village out to bid. Southport Connectivity awaiting ROW issue and final plan submission to DOT. Consultant directed to apply for final DOT permit and complete submission.
Jennings Beach Concession Upgrades	\$100,000	\$73,400	\$26,600	In progress. Estimated completion Sept 1, 2022
Tunxis Hill Park Playground	\$150,000	\$145,141	\$4,859	Playground Completed. Waiting on contractor to confirm prior to releasing balance.
Melville Park Playground	\$175,000	\$151,464	\$23,536	Completed
Lincoln Park Playground Replacement	\$150,000	\$135,016		Completed
Dover Park Playground Replacement	\$150,000	\$120,063	•	Completed
Highwood Park Playground Replacement	\$300,000	\$267,339	\$32,661	Completed
Traffic Lights	\$1,000,000	\$0	\$1,000,000	RFP for consultant services given to purchasing. RFP/Q should be out Aug 2022.

ARPA Projects Update

Fairfield Theatre Company - free outdoor concerts	\$50,000	\$50,000	\$0	No Status
Golf Course Maintenance Equipment	\$230,000	\$229,432	\$568	Equipment backordered. Delivery expected early 2023
HVAC	\$1,000,000	\$0	\$1,000,000	Waiting for BOE to start the project.
Electric/Hybrid Vehilcles	\$740,000	\$0	\$740,000	No Status
Electric Car Charging Stations	\$200,000	\$196,785	53.215	Awarded to All Electric/Juicebar in RFP 2022-77, Waiting on UI approval, Material for start time.
Burr Historical Gardens	\$25,000	\$0	\$25,000	No Status
High Intensity Wave and Erosion Damage & Resiliency Study	\$400,000	\$0	\$400,000	Engineering to perform RFP- goal late Aug or Sept 2022.
Town-wide Guard Rail and Fencing	\$200,000	\$0	\$200,000	6 sections completed, some under CNR, others and recent under ARPA. Samp Mortar and Hardening guiderails installed BUT holding off payment until safety punch list items are completed. Est.48K pending invoices AUG 2022.
Town and BOE Fiber Optic Network	\$2,400,000	\$0	\$2,400,000	RFP under review - pending release
Perry's Green Bulkhead	\$1,000,000	\$0	\$1.000.000	Consultant has started design, performed test borings and held semi public meeting with key organizations.
ADA Consultant	\$75,000	\$0	\$75,000	No Status
Diversity & Inclusion Consultant	\$75,000	\$0	\$75,000	No Status
Hybrid Meeting Technology	\$400,000	\$2,500	\$397,500	Received one RFP response under review/revision
Digitizing Records (zoning, building, dpw)	\$125,000	\$0	\$125,000	No Status
Total	\$24,340,000	\$3,596,991	\$20,743,009	



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ACCOUNTS FOR: 257 DPW VEHICLES & EQUIP FY22	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
25705030 DPW VEHICLES & EQUIPMENT							
25705030 57010 DPW VEHICLES & E	3,920,000	0	3,920,000	2,275,427.33	1,524,512.21	120,060.46	96.9%
TOTAL DPW VEHICLES & EQUIPMENT	3,920,000	0	3,920,000	2,275,427.33	1,524,512.21	120,060.46	96.9%
TOTAL DPW VEHICLES & EQUIP FY22	3,920,000	0	3,920,000	2,275,427.33	1,524,512.21	120,060.46	96.9%
TOTAL EXPENSES	3,920,000	0	3,920,000	2,275,427.33	1,524,512.21	120,060.46	



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ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
228 NON-RECUR CAPITAL PROJECTS-LT	APPROP	ADUSIMIS	BODGET	IID EXPENDED	ENCOMBRANCES	BODGET	0350
022B1 RETRO REBALANCE SCHOOL MECH-20 YEAR							
22809010 57000 022B1 CAPITAL OUT	625,000	0	625,000	114,078.80	466,415.20	44,506.00	92.9%
TOTAL RETRO REBALANCE SCHOOL MECH-20	625,000	0	625,000	114,078.80	466,415.20	44,506.00	92.9%
022LH FLHS BLDG AUTOMATION FY22 15 YR BON							
22809010 57000 022LH FLHS BLDG A	1,750,000	0	1,750,000	239,654.41	881,876.86	628,468.73	64.1%
TOTAL FLHS BLDG AUTOMATION FY22 15 Y	1,750,000	0	1,750,000	239,654.41	881,876.86	628,468.73	64,1%
022PA PAVING FY22 15 YEAR BOND							
22809010 57002 022PA PAVING FY22	1,000,000	0	1,000,000	830,073.62	96,147.50	73,778.88	92.6%
TOTAL PAVING FY22 15 YEAR BOND	1,000,000	0	1,000,000	830,073.62	96,147.50	73,778.88	92.6%
022T1 INDY HALL OFFICE RENOVATION-20 YEAR							
22809010 57000 022T1 CAPITAL OUT	500,000	0	500,000	60,312.93	5,864.20	433,822.87	13.2%
TOTAL INDY HALL OFFICE RENOVATION-20	500,000	0	500,000	60,312.93	5,864.20	433,822.87	13.2%
022T2 TOWNWIDE FACILITY AUDIT-20 YEAR							
22809010 57000 022T2 CAPITAL OUT	400,000	0	400,000	115,500.00	.00	284,500.00	28.9%
TOTAL TOWNWIDE FACILITY AUDIT-20 YEA	400,000	0	400,000	115,500.00	.00	284,500.00	28.9%
022T3 POLICE DEPT-HVAC- 20 YEAR							
22809010 57000 022T3 CAPITAL OUT	500,000	0	500,000	152,310.50	347,689.50	.00	100.0%



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ACCOUNTS FOR: 228 NON-RECUR CAPITAL PROJECTS-LT	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL POLICE DEPT-HVAC- 20 YEAR	500,000	0	500,000	152,310.50	347,689.50	. 00	100.0%
022T4 FLOOD CONTROL STUDY-20 YEAR							
22809010 57000 022T4 CAPITAL OUT	100,000	0	100,000	.00	.00	100,000.00	.0%
TOTAL FLOOD CONTROL STUDY-20 YEAR	100,000	0	100,000	.00	· 00	100,000.00	.0%
022T5 TOWNWIDE GUIDE RAIL/FENCING-20 YEAR							
22809010 57000 022T5 CAPITAL OUT	200,000	0	200,000	101,614.51	.00	98,385.49	50.8%
TOTAL TOWNWIDE GUIDE RAIL/FENCING-20	200,000	0	200,000	101,614.51	.00	98,385.49	50.8%
022T6 BLACK ROCK TNPK DESIGN-20 YEAR							
22809010 57000 022T6 CAPITAL OUT	250,000	0	250,000	.00	.00	250,000.00	. 0%
TOTAL BLACK ROCK TNPK DESIGN-20 YEAR	250,000	0	250,000	.00	.00	250,000.00	. 0%
022T7 ROAD SAFETY IMPROVEMENT-20 YEAR							
22809010 57000 022T7 CAPITAL OUT	250,000	0	250,000	.00	.00	250,000.00	.0%
TOTAL ROAD SAFETY IMPROVEMENT-20 YEA	250,000	0	250,000	.00	.00	250,000.00	.0%
022T8 CONGRESS ST BRIDGE DESIGN-20 YEAR							
22809010 57000 022T8 CAPITAL OUT	150,000	0	150,000	.00	0.00	150,000.00	.0%
TOTAL CONGRESS ST BRIDGE DESIGN-20 Y	150,000	0	150,000	.00	.00	150,000.00	.0%
022T9 REEF RD CULVERT REPAIR-20 YEAR							
22809010 57000 022T9 CAPITAL OUT	100,000	0	100,000	,,00	.00	100,000.00	.0%



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ACCOUNTS FOR: 228 NON-RECUR CAPITAL PROJECTS-LT	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL REEF RD CULVERT REPAIR-20 YEAR	100,000	0	100,000	.00	.00	100,000.00	.0%
022TA FIRE PUMPER LSN 11-20 YEAR							
22809010 57000 022TA CAPITAL OUT	725,000	0	725,000	695,026.63	.00	29,973.37	95.9%
TOTAL FIRE PUMPER LSN 11-20 YEAR	725,000	0	725,000	695,026.63	.00	29,973.37	95.9%
022TB FIRE STATION REHABILITATION-20 YEAR							
22809010 57000 022TB CAPITAL OUT	250,000	-250,000	0	.00	.00	.00	. 0%
TOTAL FIRE STATION REHABILITATION-20	250,000	-250,000	0	.00	.00	.00	.0%
022TC PINE CREEK PARK PLAYGROUND-20 YEAR							
22809010 57000 022TC CAPITAL OUT	103,000	0	103,000	84,901.43	.00	18,098.57	82.4%
TOTAL PINE CREEK PARK PLAYGROUND-20	103,000	0	103,000	84,901.43	.00	18,098.57	82.4%
022TD LAKE MOHEGAN SPLASH PAD REPLACE-20							
22809010 57000 022TD CAPITAL OUT	150,000	0	150,000	22,000.00	128,000.00	.00	100.0%
TOTAL LAKE MOHEGAN SPLASH PAD REPLAC	150,000	0	150,000	22,000.00	128,000.00	.00	100.0%
TOTAL NON-RECUR CAPITAL PROJECTS-LT	7,053,000	-250,000	6,803,000	2,415,472.83	1,925,993.26	2,461,533.91	63.8%
TOTAL EXPENSES	7,053,000	-250,000	6,803,000	2,415,472.83	1,925,993.26	2,461,533.91	



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ACCOUNTS FOR: 258 BOE-ROOF & BATHROOM FY22	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
25808010 BOE-ROOF & BATH FY22							
25808010 57005 ROOF REPLACEMENT 25808010 57007 BATHROOM RENOVAT	1,542,150 2,111,000	0	1,542,150 2,111,000	963,598.69 7,595.00	20,686.00 45,705.00	557,865.31 2,057,700.00	63.8%
TOTAL BOE-ROOF & BATH FY22	3,653,150	0	3,653,150	971,193.69	66,391.00	2,615,565.31	28.4%
TOTAL BOE-ROOF & BATHROOM FY22	3,653,150	0	3,653,150	971,193.69	66,391.00	2,615,565.31	28.4%
TOTAL EXPENSES	3,653,150	0	3,653,150	971,193.69	66,391.00	2,615,565.31	



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ACCOUNTS FOR: 228 NON-RECUR CAPITAL PROJECTS-LT	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
22809010 NON-RECUR CAPITAL PROJECTS-LT							
22809010 57000 GOULD CAPITAL OUT	945,000	450,000	1,395,000	1,272,246.85	122,588.89	164.26	100.0%
TOTAL NON-RECUR CAPITAL PROJECTS-LT	945,000	450,000	1,395,000	1,272,246.85	122,588.89	164.26	100.0%
TOTAL NON-RECUR CAPITAL PROJECTS-LT	945,000	450,000	1,395,000	1,272,246.85	122,588.89	164.26	100.0%
TOTAL EXPENSES	945,000	450,000	1,395,000	1,272,246.85	122,588.89	164.26	



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ACCOUNTS FOR: 228 NON-RECUR CAPITAL PROJECTS-LT	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
22804010 NON-RECURRING CAPITAL FIRE							
22804010 57000 ALERT FIRE ALERT	196,192	0	196,192	44,185.70	98,380.94	53,625.36	72.7%
TOTAL NON-RECURRING CAPITAL FIRE	196,192	0	196,192	44,185.70	98,380.94	53,625.36	72.7%
TOTAL NON-RECUR CAPITAL PROJECTS-LT	196,192	0	196,192	44,185.70	98,380.94	53,625.36	72.7%
TOTAL EXPENSES	196,192	0	196,192	44,185.70	98,380.94	53,625.36	



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ACCOUNTS FOR: 228 NON-RECUR CAPITAL PROJECTS-LT	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
22809010 NON-RECUR CAPITAL PROJECTS-LT							
22809010 57000 ROOFS CAPITAL OUT	2,991,607	0	2,991,607	1,778,783.30	1,079,971.00	132,852.70	95.6%
TOTAL NON-RECUR CAPITAL PROJECTS-LT	2,991,607	0	2,991,607	1,778,783.30	1,079,971.00	132,852.70	95.6%
TOTAL NON-RECUR CAPITAL PROJECTS-LT	2,991,607	0	2,991,607	1,778,783.30	1,079,971.00	132,852.70	95.6%
TOTAL EXPENSES	2,991,607	0	2,991,607	1,778,783.30	1,079,971.00	132,852.70	



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YTD BUDGET

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ACCOUNTS FOR: 259 DUCK FARM RD BRIDGE	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
25905070 DUCK FARM BRIDGE-ENGINEERING							
25905070 57016 BUILDING CONSTRU	3,729,800	0	3,729,800	137,788.09	3,179,783.91	412,228.00	88.9%
TOTAL DUCK FARM BRIDGE-ENGINEERING	3,729,800	0	3,729,800	137,788.09	3,179,783.91	412,228.00	88.9%
TOTAL DUCK FARM RD BRIDGE	3,729,800	0	3,729,800	137,788.09	3,179,783.91	412,228.00	88.9%
TOTAL EXPENSES	3,729,800	0	3,729,800	137,788.09	3,179,783.91	412,228.00	



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ACCOUNTS FOR: 228 NON-RECUR CAPITAL PROJECTS-LT	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
023B1 BOILER BURNER REPLACE-BURR-20YEAR							
22809010 57000 023B1 CAPITAL OUT	996,370	0	996,370	.00	.00	996,370.00	.08
TOTAL BOILER BURNER REPLACE-BURR-20Y	996,370	0	996,370	.00	_00	996,370.00	. 0%
023B2 ELEVATOR MODERNIZATION-FLHS-20YEAR							
22809010 57000 023B2 CAPITAL OUT	265,329	0	265,329	.00	00	265,329.00	. 0%
TOTAL ELEVATOR MODERNIZATION-FLHS-20	265,329	0	265,329	.00	00	265,329.00	_{1*} 0%
023T1 UNDERWATER BRIDGE INSPECTION-10YR							
22809010 57000 023T1 CAPITAL OUT	150,000	0	150,000	· 00	00	150,000.00	.0%
TOTAL UNDERWATER BRIDGE INSPECTION-1	150,000	0	150,000	.00	.00	150,000.00	.0%
023T2 SCBA-FIRE APPARATUS-10 YEAR							
22809010 57000 023T2 CAPITAL OUT	358,445	0	358,445	:2.00	.00	358,445.00	.0%
TOTAL SCBA-FIRE APPARATUS-10 YEAR	358,445	0	358,445	· 0 0	.00	358,445.00	.0%
023T3 PINE CREEK-MCCLEARY TIDEGATE-20YEAR							
22809010 57000 023T3 CAPITAL OUT	500,000	0	500,000	.00	.00	500,000.00	.0%
TOTAL PINE CREEK-MCCLEARY TIDEGATE-2	500,000	0	500,000	.00	.00	500,000.00	.0%
023T4 RIVERSIDE CREEK TIDEGATE-20 YEAR							
22809010 57000 023T4 CAPITAL OUT	453,200	0	453,200	00	.00	453,200.00	.0%



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ACCOUNTS FOR: 228 NON-RECUR CAPITAL PROJECTS-LT	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL RIVERSIDE CREEK TIDEGATE-20 YE	453,200	0	453,200	.00	. 00	453,200.00	.0%
023T5 RESILIENCY-JENNINGS BEACH-20 YEAR							
22809010 57000 023T5 CAPITAL OUT	250,000	0	250,000	.00	.00	250,000.00	.0%
TOTAL RESILIENCY-JENNINGS BEACH-20 Y	250,000	0	250,000	00	0.0	250,000.00	.0%
023T6 LAKE MOHEGAN-RESTORATION STORM-20YR							
22809010 57000 023T6 CAPITAL OUT	500,000	0	500,000	101,173.56	25,643.26	373,183.18	25.4%
TOTAL LAKE MOHEGAN-RESTORATION STORM	500,000	0	500,000	101,173.56	25,643.26	373,183.18	25.4%
023T7 TENNIS CENTER LIGHT REPLACE-20YEAR							
22809010 57000 023T7 CAPITAL OUT	100,000	0	100,000	.00	.00	100,000.00	.0%
TOTAL TENNIS CENTER LIGHT REPLACE-20	100,000	0	100,000	.00	.00	100,000.00	.0%
023T8 POST-TENSION TENNIS-DWIGHT-20 YEAR							
22809010 57000 023T8 CAPITAL OUT	550,000	0	550,000	.00	9,000.00	541,000.00	1.6%
TOTAL POST-TENSION TENNIS-DWIGHT-20	550,000	0	550,000	.00	9,000.00	541,000.00	1.6%
023T9 JACKY DURRELL PAV UPGRADES-20 YEAR							
22809010 57000 023T9 CAPITAL OUT	103,000	0	103,000	.00	.00	103,000.00	.0%
TOTAL JACKY DURRELL PAV UPGRADES-20	103,000	0	103,000	.00	.00	103,000.00	.0%
TOTAL NON-RECUR CAPITAL PROJECTS-LT	4,226,344	0	4,226,344	101,173.56	34,643.26	4,090,527.18	3.2%
TOTAL EXPENSES	4,226,344	0	4,226,344	101,173.56	34,643.26	4,090,527.18	



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ACCOUNTS FOR: 225 COMMERCE DR/KINGS HWY IMPROVE	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
22505030 COMMERCE DR/KINGS HWY IMPROVEM							
22505030 53300 INSPECTION 22505030 57033 SITE WORK/CONSTR 22505030 57048 DESIGN & ROW	0 0 1,200,000	0 0 2,248,950	0 0 3,448,950	392,882.05 2,005,676.34 386,222.58	6,949.77 216,656.71 5,787.42	-399,831.82 -2,222,333.05 3,056,940.00	100.0% 100.0% 11.4%
TOTAL COMMERCE DR/KINGS HWY IMPROVEM	1,200,000	2,248,950	3,448,950	2,784,780.97	229,393.90	434,775.13	87.4%
TOTAL COMMERCE DR/KINGS HWY IMPROVE	1,200,000	2,248,950	3,448,950	2,784,780.97	229,393.90	434,775.13	87.4%
TOTAL EXPENSES	1,200,000	2,248,950	3,448,950	2,784,780.97	229,393.90	434,775.13	



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ACCOUNTS FOR: 227 COMMERCE DR/STATE ST BRIDGE	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
22705030 COMMERCE DR/STATE ST BRIDGE							
22705030 57036 CONSTRUCTION/INS 22705030 57048 DESIGN & RIGHT O	2,759,433 200,000	0	2,759,433 200,000	.00	.00	2,759,433.00 200,000.00	.0%
TOTAL COMMERCE DR/STATE ST BRIDGE	2,959,433	0	2,959,433	.00	.00	2,959,433.00	. 0%
TOTAL COMMERCE DR/STATE ST BRIDGE	2,959,433	0	2,959,433	.00	.00	2,959,433.00	. 0%
TOTAL EXPENSES	2,959,433	0	2,959,433	.00	.00	2,959,433.00	



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ACCOUNTS FOR: 260 MAY 2022 BONDING PACKAGE	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
26009010 MAY 2022 BONDING							
26009010 57000 FY221 TOWN FACILI 26009010 57000 FY222 EMERGENCY R 26009010 57000 FY223 TIDE GATE 26009010 57000 FY223 TIDE SATE 26009010 57000 FY225 RLMS TURF F 26009010 57000 FY225 RLMS TURF F 26009010 57000 FY226 PHASE 1-AC 26009010 57000 FY227 HVAC AT FIT	1,949,778 7,000,000 2,250,000 450,000 4,125,000 22,701,443 1,094,485	0 0 0 0 0 0	1,949,778 7,000,000 2,250,000 450,000 4,125,000 22,701,443 1,094,485	.00 .00 .00 .00 .00 .00	6,853.60 .00 .00 2,970.00 73,225.00 .00	1,942,924.40 7,000,000.00 2,250,000.00 437,510.00 4,051,775.00 22,701,443.00 1,094,485.00	.48 .08 .08 2.88 1.88 .08
TOTAL MAY 2022 BONDING	39,570,706	0	39,570,706	9,520.00	83,048.60	39,478,137.40	.2%
TOTAL MAY 2022 BONDING PACKAGE	39,570,706	0	39,570,706	9,520.00	83,048.60	39,478,137.40	.2%
TOTAL EXPE	ENSES 39,570,706	0	39,570,706	9,520.00	83,048.60	39,478,137.40	