

Prepared for

Town of Fairfield

October 26, 2022

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Agenda

- I. Markets and performance
- II. Economic update

Presented by:

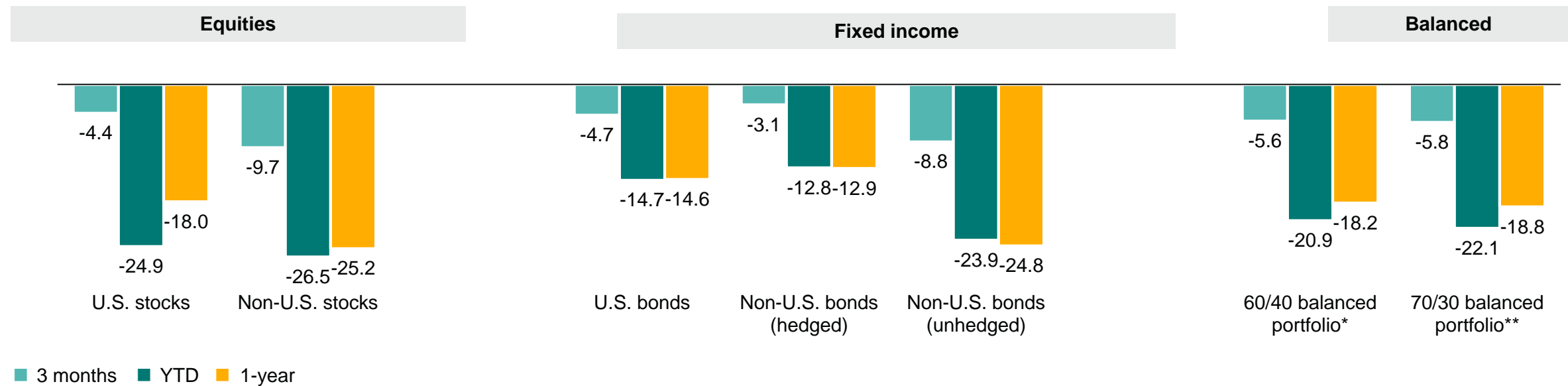
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Markets and performance

Market volatility continues, with inflation and interest rates top concern for investors

- Global performance was marked with volatility in September. Central banks across the globe balance hiking interest rates to tame inflation with the possibility of triggering a recession.
- In the U.S., the Fed raised interest rates by 75bps in September. Powell affirms he will do “whatever it takes” to decrease inflation.
- Mortgage rates topped 7% in September, more than doubling since the start of the year.
- The British pound hit the lowest level ever after proposed tax cuts and increased borrowing by the government were announced.

Global market returns as of September 30, 2022 (%)



Past performance is no guarantee of future returns. The performance of an index is not an exact representation of any particular investment, as you cannot invest directly in an index.

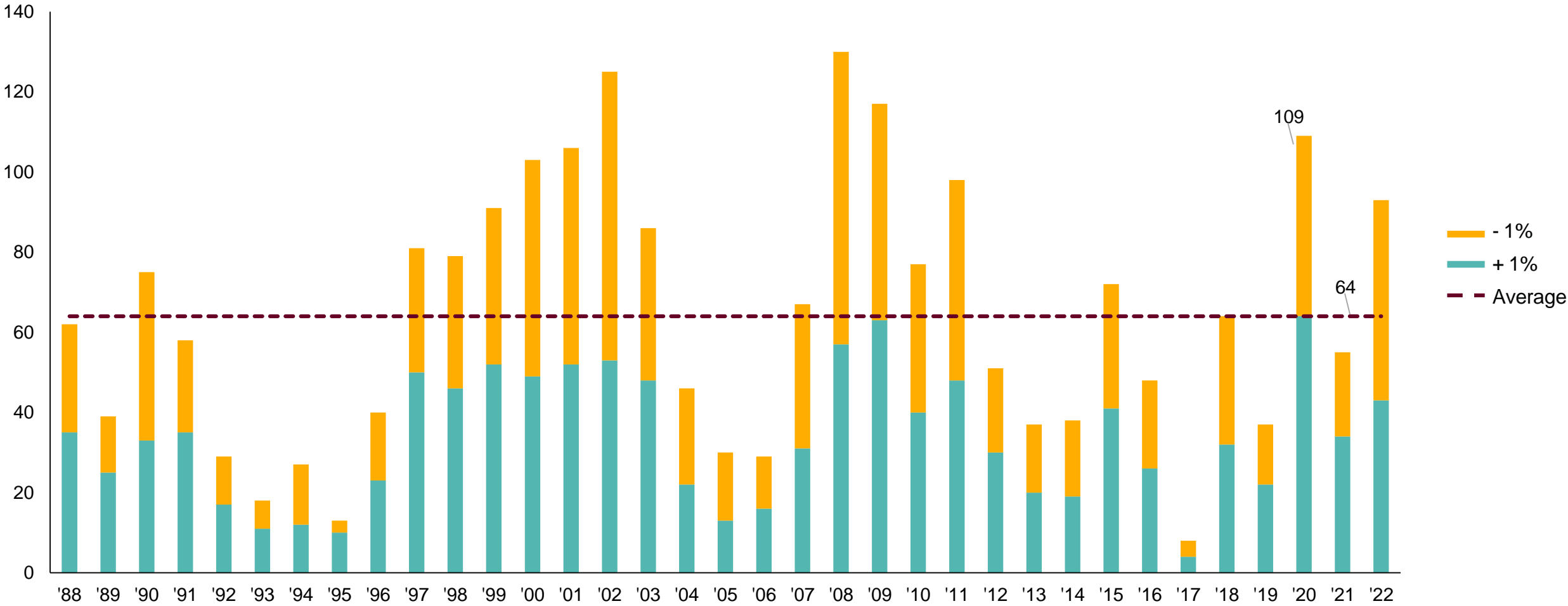
Sources: Bloomberg, CRSP, and FTSE.

U.S. stocks (CRSP U.S. Total Market Index), non-U.S. stocks (FTSE Global All-Cap ex-U.S. Index), U.S. bonds (Bloomberg U.S. Aggregate Float Adjusted Index), non-U.S. bonds hedged (Bloomberg Global Aggregate ex-USD Float Adjusted RIC Capped Index hedged), non-U.S. bonds unhedged (Bloomberg Global Aggregate Index ex USD).

* 60/40 balanced portfolio Static Composite (36% U.S. stocks, 24% international stocks, and 28% investment-grade U.S. bonds, 12% investment-grade international bonds).

** 70/30 balanced portfolio Static Composite (42% U.S. stocks, 28% international stocks, and 21% investment-grade U.S. bonds, 9% investment-grade international bonds).

Number of days that the market has moved more than 1%



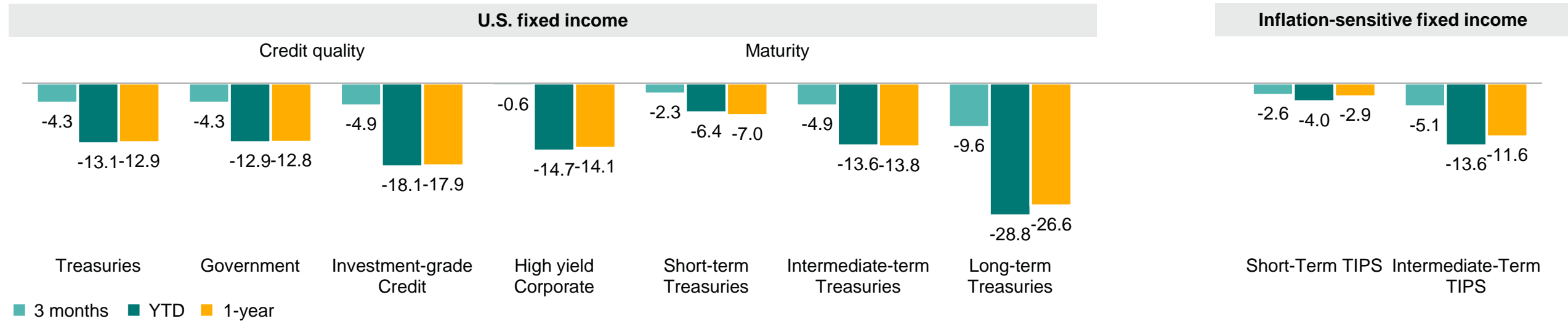
Source: FactSet, Vanguard calculations. Data as of September 30, 2022.

Notes: The market is represented by the S&P 500. A day is counted as having moved more than 1% if the total return is either greater than 1% or less than -1% from the prior market close.

Fixed income continues to face headwinds going forward

- Bond prices continue to fall in the month of September. Inflation pressures and higher yields, triggered by higher rates on government bonds globally, have contributed to lower prices overall.
- We continue to see longer-term bonds being hit the hardest both in the three-month and the YTD. While lower prices may signal an alert to investors, the higher yields per dollar invested may result in higher income returns through interest payments in the longer run.
- TIPS returns remain negative even though inflation continues to remain high. Expected inflation is now lower than current inflation and the rise in interest rates have contributed to current performance.

Domestic fixed income market returns as of September 30, 2022 (%)



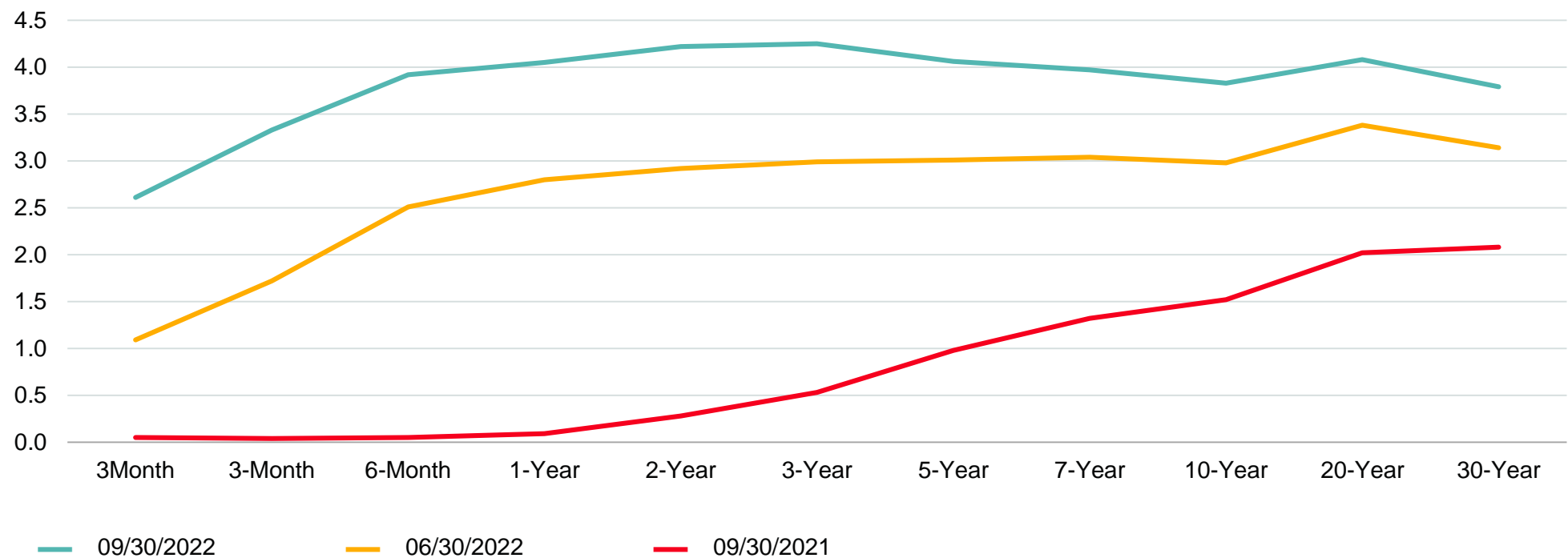
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Source: Bloomberg.

Treasuries, government, investment-grade credit; high-yield (Bloomberg U.S. Treasury/Government/Credit/Corporate High-Yield Indices); short-inter-long-term Treasuries (Bloomberg U.S. 1–5/5–10/Long Treasury Indices); short-term TIPS (Bloomberg U.S. Treasury 0–5 Year Inflation-Protected Index); intermediate-term TIPS (Bloomberg U.S. Treasury Inflation-Protected Index).

U.S. Treasury yield curve—yields rise for the short term

Yield (%) and change (bps)		1-month	3-month	6-month	1-year	2-year	3-year	5-year	7-year	10-year	20-year	30-year
—	Current yield (%)	2.61	3.33	3.92	4.05	4.22	4.25	4.06	3.97	3.83	4.08	3.79
—	3 mo. Δ	152	161	141	125	130	126	105	93	85	70	65
—	12 mo. Δ	256	329	387	396	394	372	308	265	231	206	171



Source: Morningstar.

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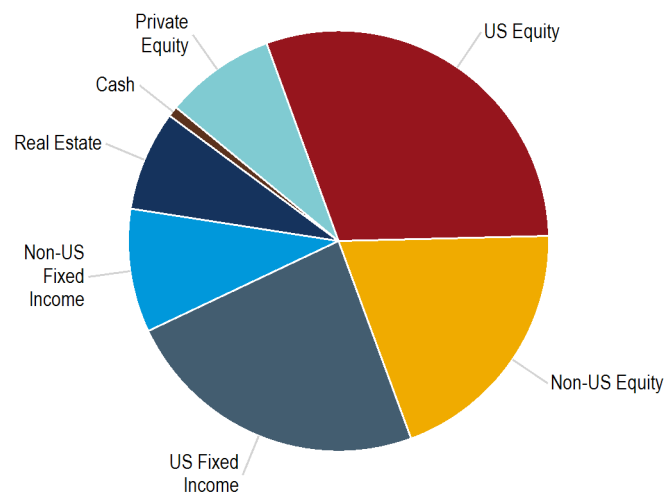
Total Portfolio Performance & Asset Allocation

Performance Summary ending September 30, 2022

	Market Value (\$)	1 Mo (%)	3 Mo (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Town of Fairfield Pension (Net)	390,605,975	-6.29	-5.05	-13.81	2.78	3.71	5.65	7.07	Mar-20
Composite Benchmark		-6.79	-5.25	-15.21	1.96	3.41	5.30	5.32	Mar-20

- Composite Benchmark = 33% Russell 3000 / 22% MSCI ACWI ex USA / 25% Bloomberg US Aggregate TR / 10% Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Hedged / 5% NCREIF-ODCE QUARTER LAG / 5% Russell 3000 Index + 3% Quarter LagQE

Current Allocation as of September 30, 2022



	Current \$	Current %	Policy	Difference*
US Equity	\$117,789,101	30.2%	33.0%	-2.8%
Non-US Equity	\$77,337,500	19.8%	22.0%	-2.2%
US Fixed Income	\$92,253,890	23.6%	25.0%	-1.4%
Non-US Fixed Income	\$36,913,097	9.5%	10.0%	-0.5%
Real Estate	\$29,971,951	7.7%	5.0%	2.7%
Cash	\$3,195,250	0.8%	--	0.8%
Private Equity**	\$33,145,187	8.5%	5.0%	3.5%
Total	\$390,605,975	100.0%	100.0%	

*Difference between Policy and Current Allocation

** Private Equity target is 10%

Net of Fee returns reflect the deduction of fund expense ratios, any purchase or redemption fees, and VIAS advisory fee applied to the client portfolio.

Returns greater than one year represent annualized returns. Returns less than one year represent cumulative returns.

Performance Summary (Net) ending September 30, 2022

	Market Value (\$)	% of Portfolio	1 Mo (%)	3 Mo (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Town of Fairfield Pension	390,605,975	100.00	-6.29	-5.05	-13.81	2.78	3.71	5.65	7.07	Mar-20
Composite Benchmark			-6.79	-5.25	-15.21	1.96	3.41	5.30	5.32	Mar-20
Total Equity	195,126,601	49.95	-9.57	-6.93	-20.91	1.89	2.93	7.19	12.43	Mar-20
Equity Domestic	117,789,101	30.16	-9.28	-4.45	-18.00	3.09	5.20	--	15.90	Mar-20
Russell 3000			-9.27	-4.46	-17.63	7.70	8.62	11.38	15.95	Mar-20
Vanguard® Total Stock Market Index Institutional Plus Shares	117,789,101	30.16	-9.28	-4.45	-18.00	7.60	8.56	--	7.76	Jun-20
CRSP US Total Market TR USD			-9.27	-4.44	-17.98	7.60	8.56	11.35	7.76	Jun-20
Equity International	77,337,500	19.80	-10.01	-10.52	-25.20	-0.29	-0.23	3.75	7.38	Mar-20
MSCI AC World ex-US Total Return Index			-9.99	-9.91	-25.17	-1.52	-0.81	3.01	5.53	Mar-20
Vanguard® Total International Stock Index Institutional Plus Shares	77,337,500	19.80	-10.01	-10.52	-25.20	-1.14	-0.67	3.35	-12.73	Jan-21
Spliced Total International Stock Index			-10.10	-9.66	-25.20	-0.93	-0.50	3.41	-12.61	Jan-21
Total Fixed Income	129,166,986	33.07	-3.79	-4.26	-14.19	-3.64	-0.71	0.81	-4.88	Mar-20
Fixed Income Domestic	92,253,890	23.62	-4.17	-4.65	-14.64	-3.34	-0.39	0.88	-5.78	Mar-20
Spliced Bloomberg Barclays US Aggregate Float Adjusted Index			-4.23	-4.68	-14.61	-3.22	-0.23	0.91	-5.10	Mar-20
Vanguard® Total Bond Market Index Fund Institutional Plus Shares	92,253,890	23.62	-4.17	-4.65	-14.64	-3.25	-0.23	0.87	-9.47	Dec-20
Spliced Bloomberg Barclays US Aggregate Float Adjusted Index			-4.23	-4.68	-14.61	-3.22	-0.23	0.91	-9.48	Dec-20
Fixed Income International	36,913,097	9.45	-2.85	-3.28	-13.05	--	--	--	-5.97	Jun-20
Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Hedged			-2.87	-3.09	-12.89	-4.06	0.17	--	-5.89	Jun-20
Vanguard® Total International Bond Index Fund Institutional Shares	36,913,097	9.45	-2.85	-3.28	-13.05	-4.16	0.04	--	-5.97	Jun-20
Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Hedged			-2.87	-3.09	-12.89	-4.06	0.17	--	-5.89	Jun-20
Private Equity	33,145,187	8.49	-5.63	-5.63	6.04	30.00	25.89	18.62	31.91	Mar-20
Russell 3000 Index + 3% Quarter LagQE			-16.04	-16.04	-11.25	10.82	12.54	15.23	8.12	Mar-20
Mesirow Financial Private Equity Partnership Fund VI	18,255,769	4.67	-9.25	-9.25	-2.91	31.53	27.50	--	31.73	Mar-20
Russell 3000 Index + 3% Quarter LagQE			-16.04	-16.04	-11.25	10.82	12.54	15.23	8.12	Mar-20

Performance Summary (Net) ending September 30, 2022

	Market Value (\$)	% of Portfolio	1 Mo (%)	3 Mo (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Lexington Middle Market Investment Fund III	5,916,687	1.51	0.39	0.39	29.17	28.03	23.50	--	33.88	Mar-20
Russell 3000 Index + 3% Quarter LagQE			-16.04	-16.04	-11.25	10.82	12.54	15.23	8.12	Mar-20
Mesirow Financial Private Equity Fund VII-A	4,795,834	1.23	-3.34	-3.34	7.18	21.46	11.93	--	24.83	Mar-20
Russell 3000 Index + 3% Quarter LagQE			-16.04	-16.04	-11.25	10.82	12.54	15.23	8.12	Mar-20
Lexington Middle Market Investment Fund IV	2,496,918	0.64	1.00	1.00	27.22	24.27	--	--	28.85	Mar-20
Russell 3000 Index + 3% Quarter LagQE			-16.04	-16.04	-11.25	10.82	12.54	15.23	8.12	Mar-20
Lexington Middle Market Investment Fund II	1,255,292	0.32	0.57	0.57	27.73	33.15	27.47	20.46	36.49	Mar-20
Russell 3000 Index + 3% Quarter LagQE			-16.04	-16.04	-11.25	10.82	12.54	15.23	8.12	Mar-20
HarbourVest 2021 Private Equity Feeder Fund LP	424,687	0.11	NM*	NM	--	--	--	--	NM	Nov-21
Real Estate	29,971,951	7.67	4.85	4.85	31.75	14.25	11.90	13.11	15.29	Mar-20
NCREIF-ODCE QUARTER LAG			4.77	4.77	29.51	12.67	10.54	11.16	14.10	Mar-20
Principal Enhanced Property Fund, L.P	29,971,951	7.67	4.85	4.85	31.75	14.25	11.92	13.49	15.29	Mar-20
NCREIF-ODCE QUARTER LAG			4.77	4.77	29.51	12.67	10.54	11.16	14.10	Mar-20
NCREIF NFI-ODCE Equal Weight Quarter Lag			4.55	4.55	30.05	13.18	10.98	11.37	14.72	Mar-20
Total Short Term Reserves	3,195,250	0.82	0.07	0.44	0.50	0.45	0.97	0.42	0.24	Mar-20
91 Day T-Bills			0.25	0.46	0.62	0.49	1.08	0.64	0.29	Mar-20
Cash- Fire and Police	1,219,420	0.31	0.14	0.56	0.60	0.43	0.95	0.58	0.24	Mar-20
91 Day T-Bills			0.25	0.46	0.62	0.49	1.08	0.64	0.29	Mar-20
Cash- Town Employees	1,211,591	0.31	0.12	0.58	0.62	0.45	0.96	0.58	0.27	Mar-20
91 Day T-Bills			0.25	0.46	0.62	0.49	1.08	0.64	0.29	Mar-20
Cash	764,240	0.20	0.03	0.27	0.33	0.48	0.99	-0.09	0.20	Mar-20
91 Day T-Bills			0.25	0.46	0.62	0.49	1.08	0.64	0.29	Mar-20

*NM = Non-meaningful - Performance early in a fund's life is not generally meaningful due to fee drag and immature investments

HarbourVest Private Equity Feeder Fund LP market value is as of 06/30/2022 adjusted for cash flows through 09/30/2022.

Portfolio Non-Marketable Strategies as of September 30, 2022

Town of Fairfield
Alternative Strategies

Investment	Investment Type	Commitment Year	Capital Committed	Capital Contributed	% Funded	Remaining Commitment	Returned Capital	Market Value	Net Growth of Portfolio	DPI Multiple	TVPI Multiple	IRR	Valuation Date
Mesirow VI	Private Equity	2012	15,000,000.00	13,200,000.00	88.0%	1,800,000.00	15,340,867.00	18,255,769.00	20,396,636.00	1.2	2.6	23.5%	6/30/2022
Mesirow VII-A	Private Equity	2017	4,000,000.00	2,880,000.00	72.0%	1,120,000.00	140,000.00	4,795,834.00	2,055,834.00	0.0	1.7	23.3%	6/30/2022
Lexington II	Private Equity	2009	5,000,000.00	4,886,862.00	97.7%	113,138.00	8,135,768.00	1,255,292.00	4,504,198.00	1.7	1.9	15.7%	6/30/2022
Lexington III	Private Equity	2013	10,000,000.00	8,172,272.00	81.7%	1,827,728.00	9,650,584.00	5,379,340.00	6,857,652.00	1.2	1.8	19.5%	6/30/2022
Lexington IV	Private Equity	2017	3,000,000.00	2,088,014.00	69.6%	911,986.00	728,619.00	2,496,918.00	1,137,523.00	0.3	1.5	33.8%	6/30/2022
HarbourVest	Private Equity	2021	30,000,000.00	450,000.00	1.5%	29,550,000.00	-	424,687.00	(25,313.00)	0.0	1.0	0.0%	6/30/2022
Total Portfolio			\$ 67,000,000.00	\$ 31,677,148.00	47.3%			\$32,607,840.00	\$ 34,926,530.00				

Market values are reported in arrears as of the most recent valuation date.

Capital Contributed = Capital Calls + Recalable Capital + Expenses

% Funded = Capital Contributed / Capital Committed

Remaining Commitment = Capital Commitment - Capital Contributed

Returned Capital = sum of all distributions

Market Value = ending market value

Net Growth of Portfolio = Market Value - Capital Contribution + Returned Capital

DPI Multiple = Distributions-to-Paid-in-Capital is a measure of realized returns; equals Returned Capital / Capital Contributions

TVPI Multiple = Total Value-to- Paid-in-Capital is a measure of total returns; equals (Market Value + Returned Capital) / Capital Contributions

IRR = Internal Rate of Return is calculated from inception to valuation date

Market Performance as of September 30, 2022

Name	Sep-22	Last 3 Months	1 Yr	3 Yrs	5 Yrs	10 Yrs
US Equity						
CRSP US Total Market TR USD	-9.3	-4.4	-18.0	7.6	8.6	11.3
S&P 500	-9.2	-4.9	-15.5	8.2	9.2	11.7
S&P 400 MidCap	-9.2	-2.5	-15.2	6.0	5.8	10.0
S&P 600 SmallCap	-9.9	-5.2	-18.8	5.5	4.8	10.1
International Equity						
MSCI Emerging Markets	-11.7	-11.6	-28.1	-2.1	-1.8	1.0
MSCI Emerging Markets NR LCL	-9.4	-8.2	-21.5	1.1	1.1	4.5
MSCI EAFE	-9.4	-9.4	-25.1	-1.8	-0.8	3.7
MSCI EAFE NR LCL	-6.2	-3.6	-11.1	2.5	2.8	7.4
MSCI ACWI ex USA	-10.0	-9.9	-25.2	-1.5	-0.8	3.0
Fixed Income Domestic						
Bloomberg US Aggregate TR	-4.3	-4.8	-14.6	-3.3	-0.3	0.9
Bloomberg US Corporate 1-5 Years TR	-2.2	-1.9	-8.1	-0.7	0.9	1.6
Bloomberg US Credit/Corp 5-10 Yr TR	-5.0	-4.7	-17.4	-3.2	0.2	1.9
Bloomberg US Corporate Long TR	-8.7	-8.7	-28.4	-7.0	-1.1	1.8
Bloomberg US Govt/Credit Long TR	-8.3	-9.0	-27.4	-7.3	-1.2	1.4
Bloomberg US Treasury Strips 20-30 Yr Equal Parity TR	-10.4	-13.1	-34.9	-12.0	-2.7	0.4
Bloomberg US High Yield TR	-4.0	-0.6	-14.1	-0.5	1.6	3.9
Bloomberg US Govt TR	-3.4	-4.3	-12.8	-3.1	-0.2	0.5
Bloomberg US Credit TR	-5.1	-4.9	-17.9	-3.6	0.0	1.6
Bloomberg US Treasury 1-5 Yr TR	-1.7	-2.3	-7.0	-1.0	0.4	0.6
Bloomberg US Treasury 5-10 Yr TR	-4.0	-4.9	-13.8	-3.2	-0.2	0.6
Bloomberg US Treasury Long TR	-7.9	-9.6	-26.6	-8.5	-1.6	0.6
Bloomberg US Treasury TIPS 0-5 Yr TR	-2.9	-2.6	-2.9	2.4	2.3	1.3
Bloomberg US TIPS TR	-6.6	-5.1	-11.6	0.8	2.0	1.0
Fixed Income International						
Bloomberg Global Aggregate ex US Tres Hedged TR	-2.3	-2.2	-9.9	-3.0	0.7	2.2
Bloomberg Emerging Markets TR	-5.5	-4.1	-20.9	-5.3	-1.6	1.4
REIT						
MSCI US REIT Gross	-12.1	-10.0	-16.6	-2.0	2.9	6.2

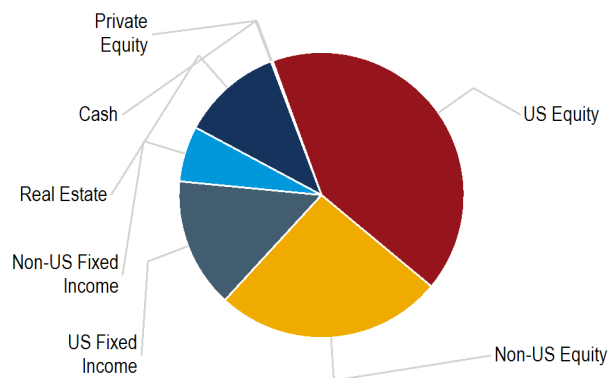
Total Portfolio Performance & Asset Allocation

Performance Summary ending September 30, 2022

	Market Value (\$)	1 Mo (%)	3 Mo (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Town of Fairfield OPEB (Net)	65,814,367	-6.84	-5.03	-15.08	4.11	4.43	5.33	9.49	Mar-20
Composite Benchmark		-6.98	-4.93	-14.96	3.58	4.41	5.55	8.79	Mar-20

- Composite Benchmark = 42% Russell 3000 / 28% MSCI ACWI ex USA / 6% Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Hedged / 14% Spliced Bloomberg Barclays US Aggregate Float Adjusted Index / 10% NCREIF-ODCE QUARTER LAG

Current Allocation as of September 30, 2022



	Current \$	Current %	Policy	Difference*
US Equity	\$27,410,480	41.6%	42.0%	-0.4%
Non-US Equity	\$16,972,703	25.8%	28.0%	-2.2%
US Fixed Income	\$9,652,174	14.7%	14.0%	0.7%
Non-US Fixed Income	\$4,134,664	6.3%	6.0%	0.3%
Real Estate	\$7,519,782	11.4%	10.0%	1.4%
Cash	\$11,314	0.0%	--	0.0%
Private Equity **	\$113,250	0.2%	--	0.2%
Total	\$65,814,367	100.0%	100.0%	

*Difference between Policy and Current Allocation

** Private Equity target is 10%

Net of Fee returns reflect the deduction of fund expense ratios, any purchase or redemption fees, and VIAS advisory fee applied to the client portfolio.

Returns greater than one year represent annualized returns. Returns less than one year represent cumulative returns.

Performance Summary (Net) ending September 30, 2022

	Market Value (\$)	% of Portfolio	1 Mo (%)	3 Mo (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Town of Fairfield OPEB	65,814,367	100.00	-6.84	-5.03	-15.08	4.11	4.43	5.33	9.49	Mar-20
Composite Benchmark			-6.98	-4.93	-14.96	3.58	4.41	5.55	8.79	Mar-20
Total Equity	44,383,183	67.44	-9.56	-6.87	-20.85	4.15	4.90	--	12.16	Mar-20
Equity Domestic	27,410,480	41.65	-9.28	-4.45	-18.00	7.60	8.56	--	15.84	Mar-20
Russell 3000			-9.27	-4.46	-17.63	7.70	8.62	11.38	15.95	Mar-20
Vanguard® Total Stock Market Index Institutional Plus Shares	27,410,480	41.65	-9.28	-4.45	-18.00	7.61	8.57	--	7.76	Jun-20
Spliced Total Stock Market Index			-9.27	-4.44	-17.98	7.60	8.56	11.34	7.76	Jun-20
Multi-Cap Core Funds Average			-8.67	-4.59	-17.61	5.79	6.40	9.28	6.98	Jun-20
Equity International	16,972,703	25.79	-10.01	-10.52	-25.20	-1.14	-0.67	--	6.49	Mar-20
MSCI AC World ex-US Total Return Index			-9.99	-9.91	-25.17	-1.52	-0.81	3.01	5.53	Mar-20
Vanguard® Total International Stock Index Institutional Plus Shares	16,972,703	25.79	-10.01	-10.52	-25.20	-1.14	-0.67	3.35	-12.73	Jan-21
Spliced Total International Stock Index			-10.10	-9.66	-25.20	-0.93	-0.50	3.41	-12.61	Jan-21
International Funds Average			-9.51	-10.07	-27.38	-1.66	-1.18	3.20	-13.56	Jan-21
Total Fixed Income	13,786,838	20.95	-3.78	-4.24	-14.16	-2.41	-0.60	--	-2.08	Mar-20
Fixed Income Domestic	9,652,174	14.67	-4.17	-4.65	-14.64	--	--	--	-8.23	Jan-21
Spliced Bloomberg Barclays US Aggregate Float Adjusted Index			-4.23	-4.68	-14.61	-3.22	-0.23	0.91	-9.50	Jan-21
Vanguard® Total Bond Market Index Fund Institutional Plus Shares	9,652,174	14.67	-4.17	-4.65	-14.64	-3.25	-0.23	0.87	-9.49	Jan-21
Spliced Bloomberg Barclays US Aggregate Float Adjusted Index			-4.23	-4.68	-14.61	-3.22	-0.23	0.91	-9.50	Jan-21
Fixed Income International	4,134,664	6.28	-2.85	-3.28	-13.05	--	--	--	-7.76	Jan-21
Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Hedged			-2.87	-3.09	-12.89	-4.06	0.17	--	-8.79	Jan-21
Vanguard® Total International Bond Index Fund Institutional Shares	4,134,664	6.28	-2.85	-3.28	-13.05	-4.17	0.04	--	-8.90	Jan-21
Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Hedged			-2.87	-3.09	-12.89	-4.06	0.17	--	-8.79	Jan-21

Performance Summary (Net) ending September 30, 2022

	Market Value (\$)	% of Portfolio	1 Mo (%)	3 Mo (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Private Equity	113,250	0.17	NM	NM	--	--	--	--	NM	Nov-21
HarbourVest 2021 Private Equity Feeder Fund LP	113,250	0.17	NM	NM	--	--	--	--	NM	Nov-21
HarbourVest 2021 Private Equity Feeder Fund LP - Fire and Police	56,625	0.09	NM	NM	--	--	--	--	NM	Nov-21
HarbourVest 2021 Private Equity Feeder Fund LP - Town Employees	56,625	0.09	NM	NM	--	--	--	--	NM	Nov-21
Real Estate	7,519,782	11.43	4.85	4.85	31.75	14.25	--	--	15.29	Mar-20
NCREIF-ODCE QUARTER LAG			4.77	4.77	29.51	12.67	10.54	11.16	14.10	Mar-20
Principal Enhanced Property Fund, L.P.	7,519,782	11.43	4.85	4.85	31.75	14.25	--	--	15.29	Mar-20
NCREIF-ODCE QUARTER LAG			4.77	4.77	29.51	12.67	10.54	11.16	14.10	Mar-20
NCREIF NFI-ODCE Equal Weight Quarter Lag			4.55	4.55	30.05	13.18	10.98	11.37	14.72	Mar-20
Total Short Term Reserves	11,314	0.02	0.18	0.45	0.73	0.62	1.10	--	0.41	Mar-20
91 Day T-Bills			0.25	0.46	0.62	0.49	1.08	0.64	0.29	Mar-20
Cash	11,314	0.02	0.18	0.45	0.73	0.62	1.10	--	0.41	Mar-20
91 Day T-Bills			0.25	0.46	0.62	0.49	1.08	0.64	0.29	Mar-20

Portfolio Non-Marketable Strategies as of September 30, 2022

Investment	Investment Type	Commitment Date	Capital Committed	Capital Contributed	% Funded	Remaining Commitment	Returned Capital
Vanguard HarbourVest 2021-Fire and Police	Private Equity	12/3/2021	\$4,000,000	\$60,000	1.50%	\$3,940,000	\$0
Total Private Equity			\$4,000,000	\$60,000		\$3,940,000	\$0

Investment	Investment Type	Market Value	Net Growth of Portfolio (\$)	DPI Multiple	TVPI Multiple	IRR	Valuation Date
Vanguard HarbourVest 2021-Fire and Police	Private Equity	\$56,625	-\$3,375	0.00	0.94	N/A	6/30/2022
Total Private Equity		\$56,625.00	-\$3,375.00			N/A	

Investment	Investment Type	Commitment Date	Capital Committed	Capital Contributed	% Funded	Remaining Commitment	Returned Capital
Vanguard HarbourVest 2021-Town Employees	Private Equity	12/3/2021	\$4,000,000	\$60,000	1.50%	\$3,940,000	\$0
Total Private Equity			\$4,000,000	\$60,000		\$3,940,000	\$0

Investment	Investment Type	Market Value	Net Growth of Portfolio (\$)	DPI Multiple	TVPI Multiple	IRR	Valuation Date
Vanguard HarbourVest 2021-Town Employees	Private Equity	\$56,625	-\$3,375	0.00	0.94	N/A	6/30/2022
Total Private Equity		\$56,625.00	-\$3,375.00			N/A	

Economic update

Vanguard October 2022 market and economic outlook

Key Highlights

- Inflation is becoming more broad-based and isn't going away easily
- We see a 25% chance of a U.S. recession in 2022 and a 65% chance in 2023.
- Europe is likely to enter a mild recession around year-end.

Asset-class return outlooks

Our 10-year, annualized, nominal return projections, as of June 30, 2022, are shown below. Please note that the figures are based on a 1.0-point range around the rounded 50th percentile of the distribution of return outcomes for equities and a 0.5-point range around the rounded 50th percentile for fixed income.

Equities	Return projection	Median volatility
U.S. equities	4.1%–6.1%	17.2%
U.S. value	4.4%–6.4%	19.5%
U.S. growth	1.6%–3.6%	18.2%
U.S. large-cap	4.0%–6.0%	16.8%
U.S. small-cap	4.3%–6.3%	22.5%
U.S. real estate investment trusts	3.9%–5.9%	20.2%
Global equities ex-U.S. (unhedged)	6.6%–8.6%	18.6%
Global ex-U.S. developed markets equities (unhedged)	6.5%–8.5%	16.7%
Emerging markets equities (unhedged)	5.9%–7.9%	26.5%

Fixed income	Return projection	Median volatility
U.S. aggregate bonds	3.1%–4.1%	5.1%
U.S. Treasury bonds	2.7%–3.7%	5.4%
U.S. credit bonds	3.7%–4.7%	5.0%
U.S. high-yield corporate bonds	5.7%–6.7%	10.2%
U.S. Treasury Inflation-Protected Securities	2.3%–3.3%	4.9%
U.S. cash	2.6%–3.6%	1.3%
Global bonds ex-U.S. (hedged)	3.0%–4.0%	4.1%
Emerging markets sovereign bonds	5.4%–6.4%	11.9%
U.S. inflation	2.0%–3.0%	2.4%

These probabilistic return assumptions depend on current market conditions and, as such, may change over time.

IMPORTANT: The projections or other information generated by the Vanguard Capital Markets Model® regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. Distribution of return outcomes from the VCMM are derived from 10,000 simulations for each modeled asset class. Simulations are as of June 30, 2022. Results from the model may vary with each use and over time. For more information, see Important information page.

Source: Vanguard Investment Strategy Group.

Vanguard October 2022 market and economic outlook



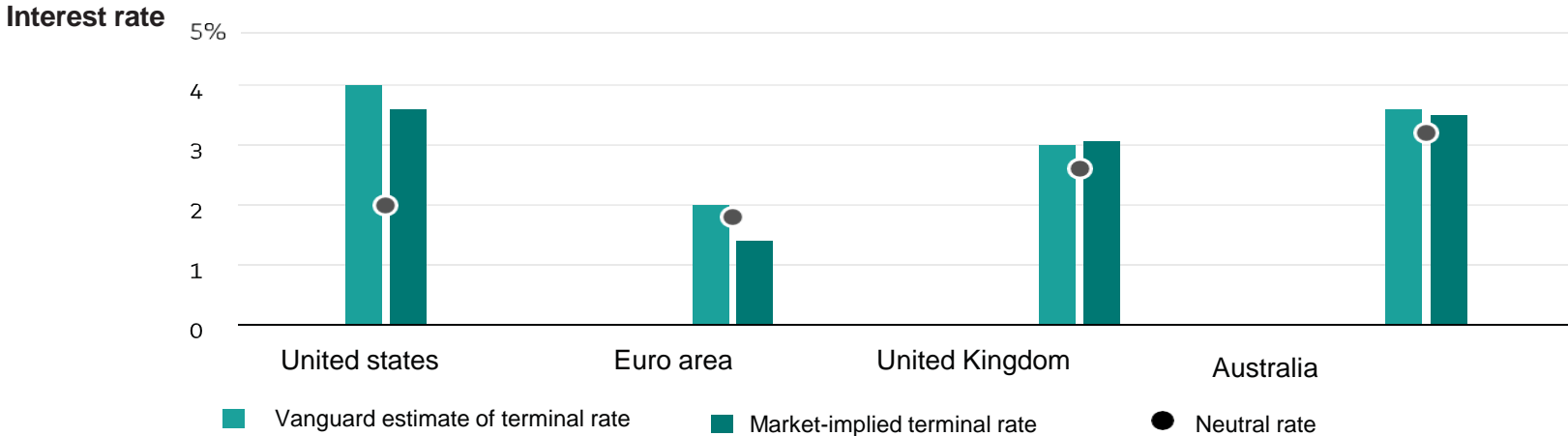
More rate hikes coming

Federal Reserve remains vigilant

We are more hawkish than consensus when it comes to U.S. monetary policy. We expect the Fed to continue ratcheting up rates until it reaches a range of 3.25% to 3.75% by the end of the year, and 4.25% by the second quarter of 2023.

- Rate cuts in 2023 are unlikely, given that wage inflation concerns and energy prices are key risk factors.
- In its September 21 meeting, the Fed raised the target for its federal funds rate by 75 basis points to a range of 3.0% to 3.25% to help tame inflation.
- Central banks will likely raise rates beyond neutral in the near term (see figure). Bringing down inflation is paramount because low and stable inflation is good for long-run economic growth.

Interest rates are likely to rise above the neutral rate to quell inflation



Notes: Vanguard's long-run, nominal, neutral rate forecast assumes 1.8% inflation for the euro area and 2.0% inflation for the remaining countries. The neutral rate is the level at which policy interest rates would neither stimulate nor restrict an economy. Market terminal rate is the maximum overnight indexed swap implied rate between 2022 and 2025.

Source: Vanguard calculations, based on Bloomberg data as of August 9, 2022.

Vanguard October 2022 market and economic outlook



Broad-based price increases frustrate inflation efforts

Core PCE expected to ease toward 4% by year-end

The consumer price index (CPI) in the United States resumed its upward climb, rising 0.1% in August on a seasonally adjusted basis, after staying flat in July. Over 12 months, headline CPI increased 8.3% (not seasonally adjusted).

- Excluding volatile food and energy prices, core CPI came higher than expected, rising 0.6% in August and 6.3% over 12 months. Gasoline prices fell 10.6%. Energy prices overall declined 5.0% for the month but are still 23.8% higher than a year ago.
- Food prices rose 0.8% in August and up 11.4% from the same period last year, making this the largest 12-month increase in food since May 1979.
- The report will give the Fed little pause in continuing with rate hikes this month.
- The price increases were broad-based, but shelter and medical care were the biggest drivers within services.
- The expected decline in used car prices was offset by new vehicle prices accelerating at 0.8%.
- Core personal consumption expenditures (PCE), the Federal Reserve's preferred inflation indicator in considering monetary policy, rose 0.1% in July. (Please note that PCE data lags CPI because of the release schedule.)
- Year-over-year core PCE rose 4.6%, but we still expect core PCE to ease toward 4.0% by year-end.



Job market remains strong

Wage pressures moderate somewhat

The labor market in the United States exceeded expectations in August, adding 315,000 jobs though the gains were modest compared with the more than half million new jobs created in July. The unemployment rate edged 0.2 percentage point higher, to 3.7%, matching the pre-pandemic levels of February 2020.

- The exceptionally strong labor market recovery is on track for an unemployment rate a bit above 3.0% by year-end.
- Wage pressures are moderating but year-over-year wage growth remains on a 5.0% pace for the remainder of 2022. We expect an average monthly job growth of 250,000 through the remainder of 2022.
- Much of the labor demand reflects a deep need for certain skills across a range of industries, and the labor supply remains insufficient for the jobs at hand, even with lower growth.

Vanguard October 2022 market and economic outlook



Region-by-region outlook

Growth worldwide, especially in the euro area, continues to be challenging United States

The United States' GDP growth in the second quarter was upwardly revised but was still in negative territory with an annualized rate of -0.60% , according to a second estimate released by the Bureau of Economic Analysis. It did little to change our assessment that the U.S. would struggle to attain above-trend growth in the current and future quarters.

- Growth activity has stabilized through this quarter around the trend rate of 1.80% . We now expect full-year 2022 U.S. economic growth in the 0.25% – 0.50% range, with the upper end down from 0.75% last month. Recession looks unlikely this year given the strength of the labor market.
- Our expectations for recession are essentially the same, with a 25% chance of a recession in 2022 and a 65% chance in 2023.
- Persistent oil prices in the $\$130$ – $\$150$ range would present significant cycle risks.
- The spread between 10-year and 2-year Treasuries has been inverted—with the shorter-term yield higher than the longer-term yield—since early July.
- Vanguard would need to see the inversion continue in the weeks ahead to view it as a recession signal.
- We believe that the 10-year/3-month Treasury spread is a more reliable recession indicator. As of September 12, that spread was 20 basis points.

Euro area

We now expect a moderate recession in the euro area, with negative GDP for the last quarter of 2022 and the first quarter of 2023—followed by a period of stagnation, then a recovery. While we still expect 2022 growth to be in the 2% – 3% range, we have lowered our 2023 forecast to a range between -0.5% and 0.5% .

- Our Vanguard Leading Economic Indicator points to continued weakness. Consumer sentiment remains depressed.
- More important, Russia cut off the flow of natural gas through Nord Stream 1, which provides more than one-third of this commodity to Europe.
- The impact will be uneven among countries. Germany, as Europe's biggest economy and dependent on Russian gas, will be most affected.
- Some fiscal policies are in play to counter the geopolitical challenge. Euro countries are coordinating to find alternative sources of gas.
- Euro area GDP grew 0.6% on a seasonally adjusted basis in the second quarter compared with the first, according to an August 17 flash estimate by Eurostat

Vanguard October 2022 market and economic outlook



Region-by-region outlook

China

As mentioned in last month's issue, we had downgraded our full-year GDP growth forecast to a range of 2.5%–3.5% based on data indicating a flagging economic recovery so far this quarter. Consumer spending was much lower than expected.

- The Politburo all but acknowledged the challenged growth outlook by dropping the mention of the official growth target and settling for economic growth “within a reasonable range.”
- Stimulus measures targeting the real estate sector, which seemed unlikely two months ago, have been announced by policy makers seeking to stem declining home prices.
- While our expectations for a second-half recovery are below consensus, we believe growth will be uneven over the two quarters.
- We expect the third quarter will be below expectations, but the fourth quarter will be more robust.
- It's unlikely that we will see anything like the V-shaped recoveries that China had in 2020 and 2021.

Emerging markets

For emerging markets, we remain below consensus on full-year 2022 economic growth with an estimate of about 3.0%. (The IMF, for example, projects growth of 3.6%.)

- The primary headwinds faced by emerging economies are widespread central bank tightening and the simultaneous slowing of growth in the United States, the euro area, and China.
- Emerging Europe is still most at risk of recession. The region's energy supply issues and accompanying high prices have necessitated interest rate increases that could dampen economic activity.
- Further out, markets are pricing interest rate cuts to counter slowed economies—most aggressively in emerging Europe but in Latin America as well.
- There are signs that inflation has peaked across emerging markets with core measures falling for two consecutive months across regional averages.

Important information

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The Vanguard Capital Markets Model® is a proprietary financial simulation tool developed and maintained by Vanguard's primary investment research and advice teams. The model forecasts distributions of future returns for a wide array of broad asset classes. Those asset classes include U.S. and international equity markets, several maturities of the U.S. Treasury and corporate fixed income markets, international fixed income markets, U.S. money markets, commodities, and certain alternative investment strategies. The theoretical and empirical foundation for the Vanguard Capital Markets Model is that the returns of various asset classes reflect the compensation investors require for bearing different types of systematic risk (beta). At the core of the model are estimates of the dynamic statistical relationship between risk factors and asset returns, obtained from statistical analysis based on available monthly financial and economic data from as early as 1960. Using a system of estimated equations, the model then applies a Monte Carlo simulation method to project the estimated interrelationships among risk factors and asset classes as well as uncertainty and randomness over time. The model generates a large set of simulated outcomes for each asset class over several time horizons. Forecasts are obtained by computing measures of central tendency in these simulations. Results produced by the tool will vary with each use and over time.

Important information

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Investments in bond funds are subject to the risk that an issuer will fail to make payments on time and that bond prices will decline because of rising interest rates or negative perceptions of an issuer's ability to make payments. High-yield bonds generally have medium- and lower-range credit quality ratings and are therefore subject to a higher level of credit risk than bonds with higher credit quality ratings. Although the income from a municipal bond fund is exempt from federal tax, you may owe taxes on any capital gains realized through the fund's trading or through your own redemption of shares. For some investors, a portion of the fund's income may be subject to state and local taxes, as well as to the federal Alternative Minimum Tax. Diversification does not ensure a profit or protect against a loss. There is no guarantee that any particular asset allocation or mix of funds will meet your investment objectives or provide you with a given level of income.

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Vanguard is responsible only for selecting the underlying funds and periodically rebalancing the holdings of target-date investments. The asset allocations Vanguard has selected for the Target Retirement Funds are based on our investment experience and are geared to the average investor. Investors should regularly check the asset mix of the option they choose to ensure it is appropriate for their current situation.

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Southport Harbor Management Area

The area of jurisdiction of the Fairfield Harbor Management Commission (FHMC) and Harbor Management Plan is established in the Town Code and in the Plan and is known as the Southport Harbor Management Area, shaded in blue on this aerial image.

Fairfield Harbor Management Commission
Fairfield, CT

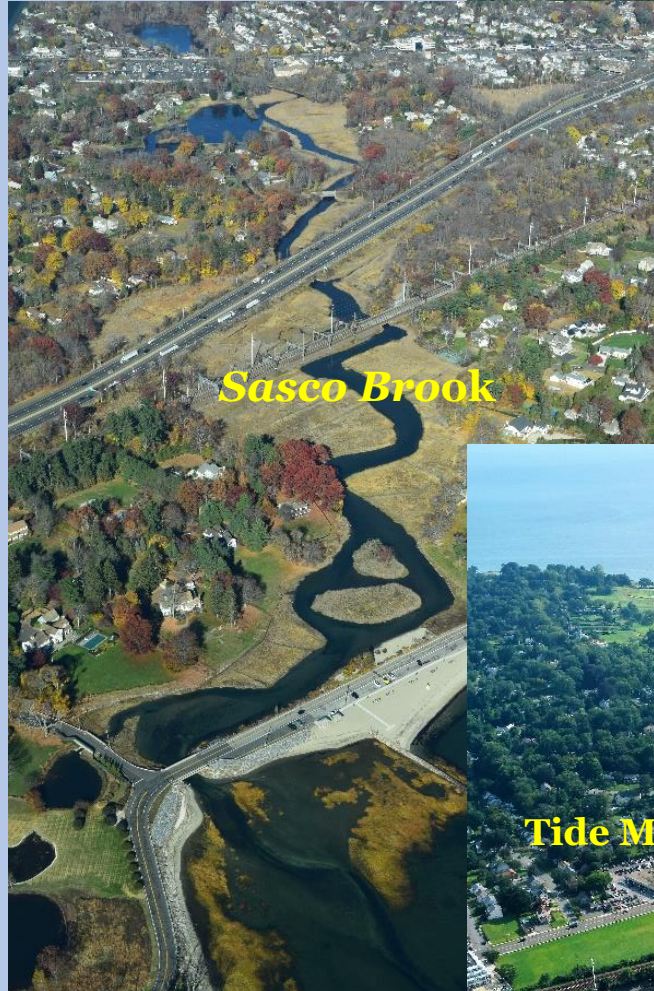


Aerial Views of the Southport Harbor Management Area

The Harbor Management Area includes:

- *Southport Inner Harbor* (from the south end of the federal jetty to the Tide Mill Dam at the head of navigation);
- *Southport Outer Harbor* (west of Kensie Point); and
- The tidal portion of *Sasco Brook* within the bounds of the Town of Fairfield.

Fairfield Harbor Management Commission
Fairfield, CT



G. Steadman photos

Public Access to Southport Harbor

Public access to Southport Harbor from the land is available from three Town-owned properties: Perry Green; the Town Boatyard (historically known as Ye Yacht Yard); and the Lower Wharf.

Views of the harbor are enjoyed from all three locations.

In addition to its boat launching ramp, the Town Boat Yard includes the Town Landing open to the public as required for the Federal Navigation Project.



Lower Wharf

The Harbor Management Commission is responsible for managing this historic waterfront property for public use and enjoyment. The FHMC's Lower Wharf Improvement Project includes much-needed repair of the piers and wall.

In 2022, the FHMC is applying for the state and federal permits needed for the project and pursuing construction funds.

Fairfield Harbor Management Commission
Fairfield, CT



G. Steadman photos



Memorandum

To: Representative Town Meeting

From: Mark Barnhart, Director of Community & Economic Development

Date: December 1, 2022

Re: Parkview Commons (Navy Housing)

On behalf of the Affordable Housing Committee, I am requesting your approval of a proposed purchase acquisition of 376 Quincy Street within the Parkview Commons development. The property is in foreclosure, and has been scheduled for a sale by auction on January 14, 2023, prompting this referral for your consideration and action.

The Affordable Housing Committee considered and voted unanimously to approve the proposed purchase of 376 Quincy and to authorize the use of the Housing Trust Fund for this purpose at its meeting of October 12, 2022. The Board of Selectmen subsequently authorized the purchase and use of the Housing Trust Fund at its meeting of October 17th.

Background:

The Town of Fairfield first acquired what was then known as the “Navy Housing” property in 2004 from the United States government. At the time of acquisition, the property consisted of twenty-eight (28) single-story, range-style homes, that were originally built to house military personnel and their dependent families. In 2006, the Town sub-divided the property and later sold 22 of the units as affordable homeownership units to qualified buyers. The units remain subject to resale price restrictions and ownership is limited to households earning not more than 80% of the Bridgeport-Fairfield area median income. The deed restrictions provide the Town with a limited right of first refusal to re-purchase the properties if offered for sale.

For the last few years, the Town has been pursuing redevelopment of this site in an effort to both preserve and add to our inventory of affordable homeownership units as well as to address long-standing flood compliance concerns. The plan entails the assemblage of several parcels as the first step in multi-phased redevelopment plan. The existing units, which are quite

dated and energy inefficient, would be demolished, and new duplex/triplex units would be built in their place at the proper flood elevation.

Beginning in 2020, the Town purchased 350 Quincy Street, which was followed by the acquisitions of #362, #385 and #409 Quincy, within the same development, using funds from the newly-established Housing Trust Fund. #376 Quincy was identified then as a potential acquisition target, should it become available, given its proximity to the other properties. Of the four properties acquired to date, two have holdover tenants that are on a month-to-month arrangement at present.

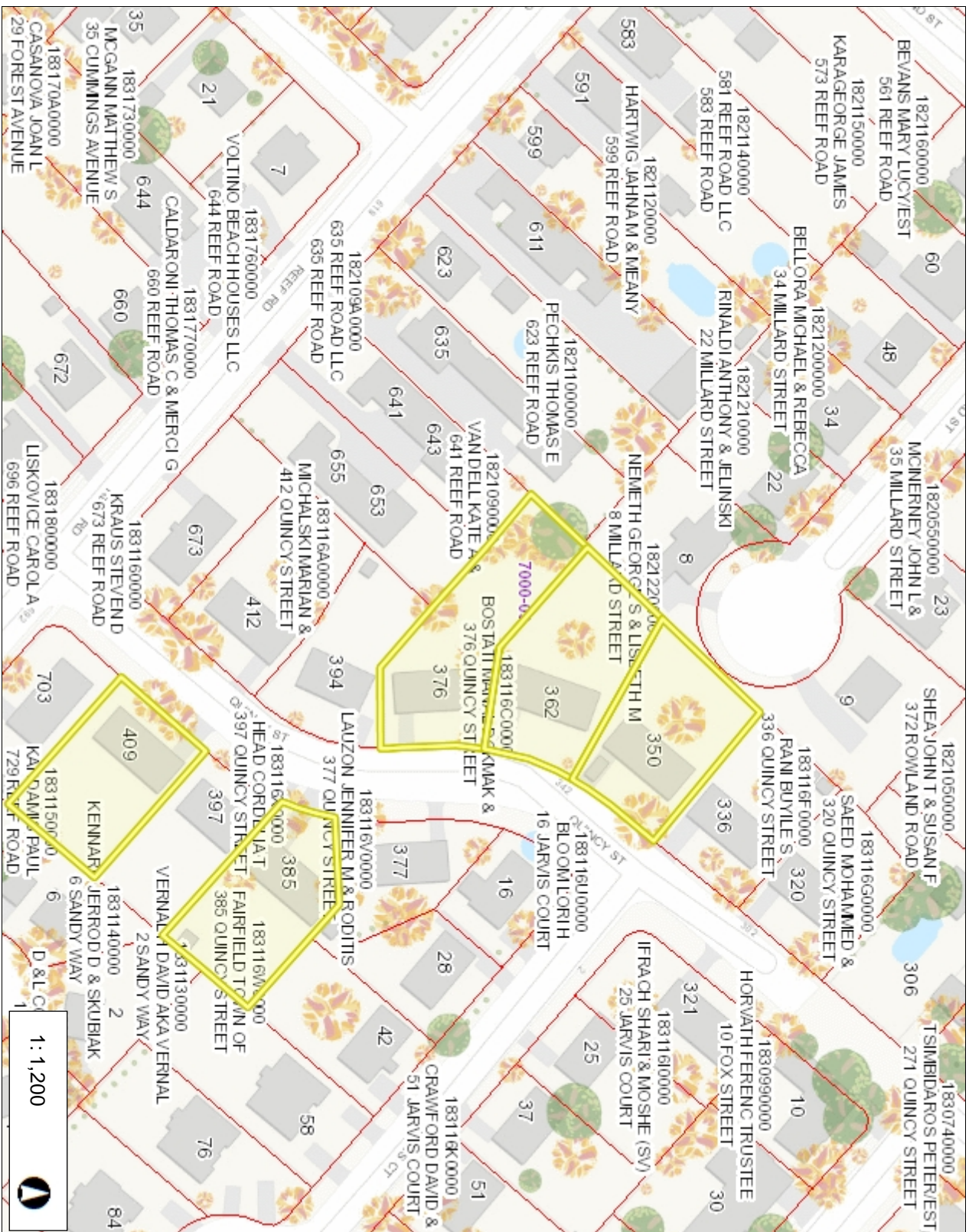
The subject property has been in foreclosure for some time, but the action was stayed pending resolution of a bankruptcy filing. The Court has authorized a foreclosure sale on January 14, 2023, prompting this referral in an effort to protect the Town's interests. The Town Plan & Zoning Commission recently considered and voted unanimously to recommend the proposed acquisition at its meeting of November 15, 2022.

I would welcome the opportunity to discuss this proposal and to respond to any questions the members may have. Thank you again for your consideration.



Town of Fairfield

Quincy Street Assemblage



Legend

- ☐ Parcels
- ☐ Local Basin Boundary
- ☐ Major
- ☐ Regional
- ☐ Subregional
- ☐ Local
- ☐ Local Basin Area

200.0 0 100.00 200.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION



METROCOG
Connecticut Metropolitan Council of Governments



PLAN AND ZONING DEPARTMENT
(203) 256-3050

Memorandum

DATE: *November 20, 2022*

TO: *Mark Barnhart, Dir.*
Community and Economic Development

FROM: *Josephine M. Keogh, Clerk* *J.K.*
Plan and Zoning Commission

SUBJECT: *376 Quincy Street*

On Tuesday, November 15, 2022, the Town Plan and Zoning Commission voted to provide a favorable recommendation regarding the Town's purchase of the above-captioned property. This action was taken pursuant to Sec. 8-24 of the General Statutes.

DOCKET NO. : SUPERIOR COURT
CITIMORTGAGE, INC. : J.D. OF BRIDGEPORT
VS. : AT BRIDGEPORT
MUHANAD MALAS, ET AL. : April 27, 2022

OATH OF APPRAISER

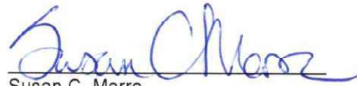
I, Susan C. Marra, Certified Appraiser for CADRE Group, LLC, being duly sworn, depose and say:

1. I am licensed and certified by the State of Connecticut as a real estate appraiser.
2. I am familiar with real estate property values in the Town of Fairfield.
3. At the request of the Plaintiff, my firm, CADRE Group, LLC, performed an appraisal of the property known as: 376 Quincy Street, Fairfield, CT 06824-6635, (the "subject property").
4. I am the Supervisory Appraiser on the appraisal report concerning the subject property with an effective date of April 25, 2022. CADRE Group, LLC is of the opinion that the property therein described has a value as follows:

Value of Land:	\$125,000
Value of Building:	\$185,000
Total Value of Property:	\$310,000

Effective as of: April 25, 2022

5. We request a fee of \$335 for the appraisal services rendered.



Susan C. Marra
License Number # RCR.0000895
Address: CADRE Group, LLC
60 Katona Drive, Suite 27
Fairfield, CT 06824

Dated: April 27, 2022

Subscribed and sworn to before me this 27th day of April, 2022.



Notary Public
My Commission Expires:

Robert H. Jones
Notary Public-Connecticut
My Commission Expires
October 31, 2024

CADRE GROUP, LLC
COMPREHENSIVE ANALYSIS & DIRECTION/REAL ESTATE

21-04452CT
File No. 22042104

APPRAISAL OF



SINGLE FAMILY RESIDENCE

LOCATED AT:

376 Quincy Street
Fairfield, CT 06824-6635

FOR:

MCCALLA RAYMER LEIBERT PIERCE, LLC
50 WESTON STREET
HARTFORD, CT, 06120

BORROWER:

Malas

AS OF:

April 25, 2022

BY:

Richard J. Massa
CORPORATE OFFICE 60 KATONA DRIVE SUITE 27 FAIRFIELD, CT 06824

Property Value Analysis Report

Freddie Mac Form 704

CADRE GROUP, LLC

Case No. 21-04452CT
File No. 22042104

Borrower/Subject Property Information							
Borrower Malas				Census Tract 061500		Map Reference MSA 14860	
Property Address 376 Quincy Street				*PROPERTY RIGHTS APPRAISED MUST BE FEE SIMPLE FOR THIS FORM			
City Fairfield		County Fairfield		State CT		Zip Code 06824-6635	
Phone No. Res N/A		Loan Amount Requested \$ N/A		Term N/A		Mos. Owner's Estimate of Value \$ N/A	
No. of Rooms 6	No. of Bedrooms 3	No. of Baths 1F	Family Room or Den <input type="checkbox"/> yes <input type="checkbox"/> no	Gross Living Area 1,196 Sq. Ft.	Garage/Carport (specify type & no.) Car port	Porches, Patio or Pool (specify) None	Central Air <input type="checkbox"/> yes <input checked="" type="checkbox"/> no

Field Report							
NEIGHBORHOOD							
Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	NEIGHBORHOOD RATING			
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Property Compatibility	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg	<input type="checkbox"/> Fair
Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	General Appearance of Properties	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg	<input type="checkbox"/> Fair
Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	Appeal to Market	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg	<input type="checkbox"/> Fair
Demand/Supply	<input checked="" type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply				
Marketing Time	<input checked="" type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.				
Present Land Use	85 % 1 Family	5 % 2-4 Family	3 % Apt	5 % Condo	2 % Industrial	2 % Vacant	0 % Other
Change in Present Land Use	<input checked="" type="checkbox"/> Likely	<input type="checkbox"/> Not Likely	Taking Place From _____ to _____				
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	97 % Tenant	3 % Vacant				
Single Family Price Range (000) \$	200 to 2,500	Predominant Value \$ 280,000					
Single Family Age	0 yrs. to 250 yrs.	Predominant Age 60 yrs.					
Note: Freddie Mac does not consider race or the racial composition of the neighborhood to be reliable appraisal factors. Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject is located in an established residential neighborhood, convenient to state and local thoroughfares and necessary amenities.							

SUBJECT PROPERTY				PROPERTY RATING			
Approx. Year Built 1957				Condition of Exterior	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg	<input type="checkbox"/> Fair
Type (detached, attached, semi/det, etc.) Detached				Compatibility to Neighborhood	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg	<input type="checkbox"/> Fair
Design (rambler, split level, etc.) Ranch				Appeal and Marketability	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg	<input type="checkbox"/> Fair
Exterior Wall Material Vinyl/avg							
Roof Material Asphalt/av							
Is the property located in a FEMA Special Flood Hazard Area? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no							
Special Energy-Efficient Items No special energy efficient items noted at the time of the drive by inspection.							
Comments (favorable or unfavorable including any deferred maintenance) The appraisal assumes average condition There is a gutter in the front of the home that is hanging off, this has been taken into consideration in the overall condition rating. The appraiser reserves the right to amend this report in the event an interior inspection reveals any positive or negative factors currently unknown by the appraiser.							

Market Comparable Analysis									
Item	Subject Property			Comparable No. 1			Comparable No. 2		
Address	376 Quincy Street Fairfield			62 Rhode Island Ave Fairfield, CT 06824			130 Ridgeley Ave Fairfield, CT 06825		
Proximity to Sub.				1.98 miles NE			3.16 miles NE		
Sales Price	\$			\$ 329,000			\$ 290,000		
Date of Sale and Time Adjustment	Description			Description			Description		
	11/23/2021			11/02/21			09/20/21		
Location	Sub/avg			Sub/avg			Sub/avg		
Site/View	.25 acre/ Nbhd			.14 acre/ Nbhd			.11 acre/ Nbhd		
Age	1957			1918			1947		
Condition	Average			Average-gd			Fair		
Living Area Rm.	Total	B-rms	Baths	Total	B-rms	Baths	Total	B-rms	Baths
Count and Total	6	3	1F	6	3	1F1H	6	3	1F
Gross Living Area	1,196 Sq. Ft.			980 Sq. Ft.			1,375 Sq. Ft.		
Air Conditioning	No central air			No central air			No central air		
Garage/Carport	Car port			1 car garage			No garage		
Porches, Patio, Pools, etc.	None			None			None		
Special Energy-Efficient Items	None			None			None		
Other	No fireplace			No fireplace			No fireplace		
Net Adjust (Total)									
Indicated Value of Subject									

General Comments: **Gla was adjusted at \$30 per square foot when differences of over 100 square feet exist then rounded to the nearest 100. All used comparable sales are deemed to be the best possible sales in terms of design and location. See attached addendum for additional comments. Land value estimated at \$125,000.**

The information shown in this report is derived from an inspection of the neighborhood and exterior inspection of the subject property and market comparables. The estimated market value is based upon this information and the knowledge of the undersigned. This report is not to be construed as an appraisal report.

*PROPERTY RIGHTS APPRAISED MUST BE FEE SIMPLE FOR THIS FORM

Completed By **Richard J. Maesa** Title **Appraiser** Estimated Market Value \$ **310,000** as of **April 25, 2022**

Signature **[Signature]** Date **04/27/2022**

ATTACH CURRENT DESCRIPTIVE PHOTOGRAPHS OF SUBJECT PROPERTY AND STREET SCENE

Case No. 21-04452CT
File No. 22042104

[illegible]

Property Value Analysis Report
CADRE GROUP, LLC

Case No. 21-04452CT

File No. 22042104

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Inspector's judgment.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

CERTIFICATION: The Inspector certifies and agrees that:

1. The Inspector has no present or contemplated future interest in the property described; and neither the employment to make the analysis, nor the compensation for it, is contingent upon the estimated value of the property.
2. The Inspector has no personal interest in or bias with respect to the subject matter of the report or the participants to the sale. The "Estimate of Market Value" in the report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property, or upon the race, color, or national origin of the present owners or occupants of the property in the vicinity of the property.
3. The Inspector has personally inspected the exterior of the property, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Inspector's knowledge and belief, all statements and information in this report are true and correct, and the Inspector has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).
5. This analysis has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the organizations with which the Inspector is affiliated.
6. All conclusions and opinions concerning the real estate that are set forth in the report were prepared by the Inspector whose signature appears on the report. No change of any item in the report shall be made by anyone other than the Inspector, and the Inspector shall have no responsibility for any such unauthorized change.

CONTINGENT AND LIMITING CONDITIONS: The certification of the Inspector appearing in the report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Inspector in the report.

1. The Inspector assumes no responsibility for matters of a legal nature affecting the property inspected or the title thereto, nor does the Inspector render any opinion as to the title, which is assumed to be good and marketable. The property is valued as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Inspector has made no survey of the property.
3. The Inspector is not required to give testimony or appear in court because of having made the analysis with reference to the property in question, unless arrangements have been previously made therefore.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.
5. The Inspector assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Inspector assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Inspector, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Inspector can be assumed by the Inspector.
7. Disclosure of the contents of the report is governed by the Bylaws and Regulations of the professional organizations with which the Inspector is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Inspector, professional designations, reference to any professional organizations, or the firm with which the Inspector is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if report fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Inspector; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Inspector.
9. On all reports, subject to satisfactory completion, repairs, or alterations, the analysis and value conclusion are contingent upon completion of the improvements in a workmanlike manner.
10. I am not an employee of the company or individual(s) ordering this report. This assignment is not based on a requested minimum, specific valuation, or the approval of a loan. My compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report.

Address of Property Analyzed: 376 Quincy Street, Fairfield, CT 06824-6635

APPRAISER:

Signature

Name Richard J. Massa

Date Report Signed 04/27/2022

State Certification # RCR.0000743

State CT

Or State License #

State

Expiration Date of Certification/License: 04/30/2022

Extent of Inspection ☐ Did Not Inspect Property ☒ Exterior Only ☐ Interior and Exterior

Comparables within 6 months of the effective date of this report

Whenever possible, the appraiser has utilized sales within the last six months. If at the appraiser's discretion, a more comparable property was available that sold over six months ago, then that sale may be utilized. Comparable #3 exceeds the six month guideline, however; was utilized for location, quality of construction and amenities offered.

Comparables within one mile of the subject

Whenever possible, sales within one mile of the subject property were used in this report. However, due to the unique nature (town zoning requirements) of fairfield and new haven counties, in the state of connecticut, there may arise an instance where the one mile rule is considered inapplicable for use in this report. All comparables exceed the one mile guideline, however; were utilized for reasons stated above.

Comment on site sizes

Site sizes were adjusted at \$15,000 per acre rounded, to reflect the market reaction to larger sites with more recreation area and privacy. The amount of the adjustment is estimated from an analysis of several sales of similar properties with differing site sizes, as well as a study of land sales in the subject market area over the past year.

Comment on lack of age adjustments

For purposes of this report, age is considered a redundant adjustment criteria by the appraiser. There is little relationship between age and value other than design, quality of construction, condition, and functional utility. In Fairfield County it is not unusual to see homes over 275 years old that have received regular maintenance and periodic renovations and updating with the end result that the home is comparable to homes only a few years old. Adjustments for design, quality of construction and condition will be made in their designated cells in the grid.

Comment on condition

Adjustments for condition were made at 5% to reflect superior or inferior condition when compared to the subject. Condition ratings are based on mls reports and visual inspection and consider the properties age, updating or lack thereof, and general appearance.

Comment on gla

Comparables #1 and #3 exceed 15% gla difference, however, were utilized due to a lack of more similar sized homes in the subject's market area.

Comment on limiting conditions and extraordinary assumptions

The appraiser has been requested to perform an appraisal based on an exterior only inspection and not disturb the occupants by entering the building. The physical characteristics used to develop this appraisal are based on observations from a public street on the effective date of the appraisal, the assessment records of the subject's municipality, and on multiple listing service (MLS) information—if available and/or various other data sources available to the appraiser. This appraisal is therefore done under several extraordinary assumptions. An extraordinary assumption is defined in the Uniform Standards of Professional Appraisal Practice (USPAP 2020/2022) As: "an assumption, directly related to a specific assignment, which if found to be false, could alter the appraiser's opinions or conclusions." In this appraisal an extraordinary assumption is made that the condition, style and appeal of the interior is similar to that of the exterior of the property that can be viewed from a public street. A second extraordinary assumption is that assessor's records, and mls information regarding the subject's interior condition, and exterior condition not visible from the street, is correct. A third extraordinary assumption is that the gross living areas, as reported in the municipal assessor's records is correct. If any of these extraordinary assumptions are false, then the appraiser's opinions, conclusions and estimate of value could be different than if a complete appraisal with scope of work that included an interior inspection of the property was performed.

Comment on personal property

No items of personal property were included in the estimate of value contained in this report.

Comment on photographs

The digital photographs contained in this report are the original photographs taken at the time of inspection. These photographs have not been altered or enhanced in any manner. Comparable photo utilized were MLS photo to reflect their condition as of the date of their sales and listing.

Comment on signatures

this appraisal report may contain encoded, computer-generated signatures. This method of signing electronic data interchange (edi) reports has been accepted by the appraisal standards board of the appraisal foundation, and has been recognized by same as "original signature".

Comment on adjustments

All of the adjustments to all of the comparable sales fall within the established fannie mae guidelines.

The appraiser acknowledges, that the subject property has been appraised previously by this firm. The estimate of value from the previous report dated August 28, 2019 was \$270,000. The value estimated in this report is \$310,000. It is the appraiser's opinion that the reason for the value change is newer sales support a higher value and recent boom in the market in the subject's area.

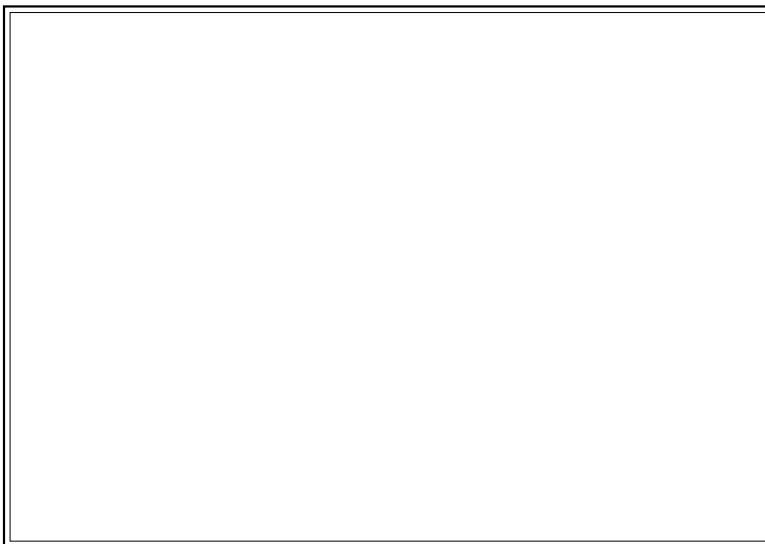
SUBJECT PROPERTY PHOTO ADDENDUM

21-04452CT
File No. 22042104



**FRONT VIEW OF
SUBJECT PROPERTY**

Appraised Date: April 25, 2022



**REAR VIEW OF
SUBJECT PROPERTY**



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

21-04452CT
File No. 22042104



COMPARABLE SALE #1

62 Rhode Island Ave
Fairfield, CT 06824
Sale Date: 11/23/2021
Sale Price: \$ 329,000



COMPARABLE SALE #2

130 Ridgeley Ave
Fairfield, CT 06825
Sale Date: 11/02/21
Sale Price: \$ 290,000

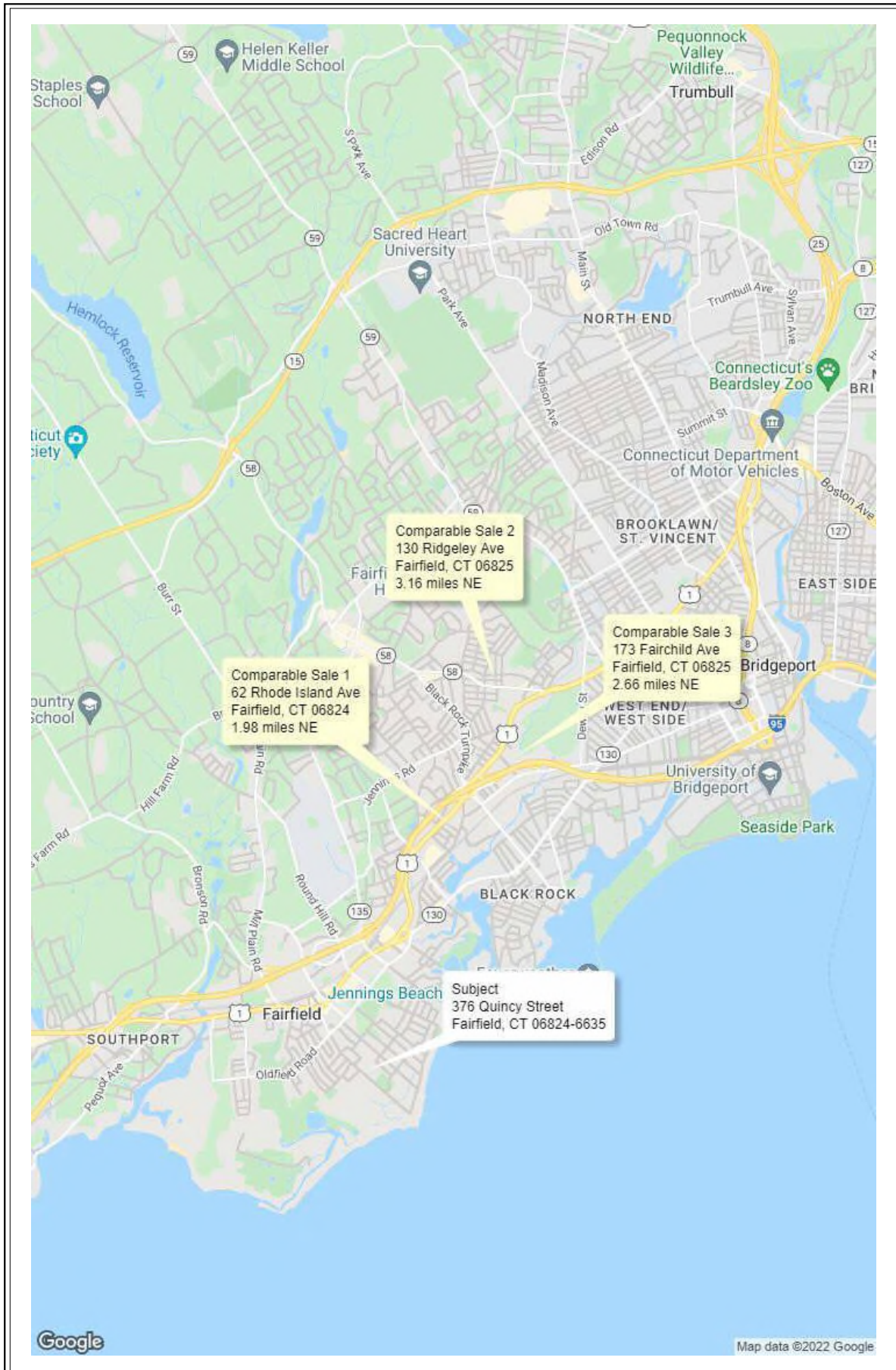


COMPARABLE SALE #3

173 Fairchild Ave
Fairfield, CT 06825
Sale Date: 09/20/21
Sale Price: \$ 310,000

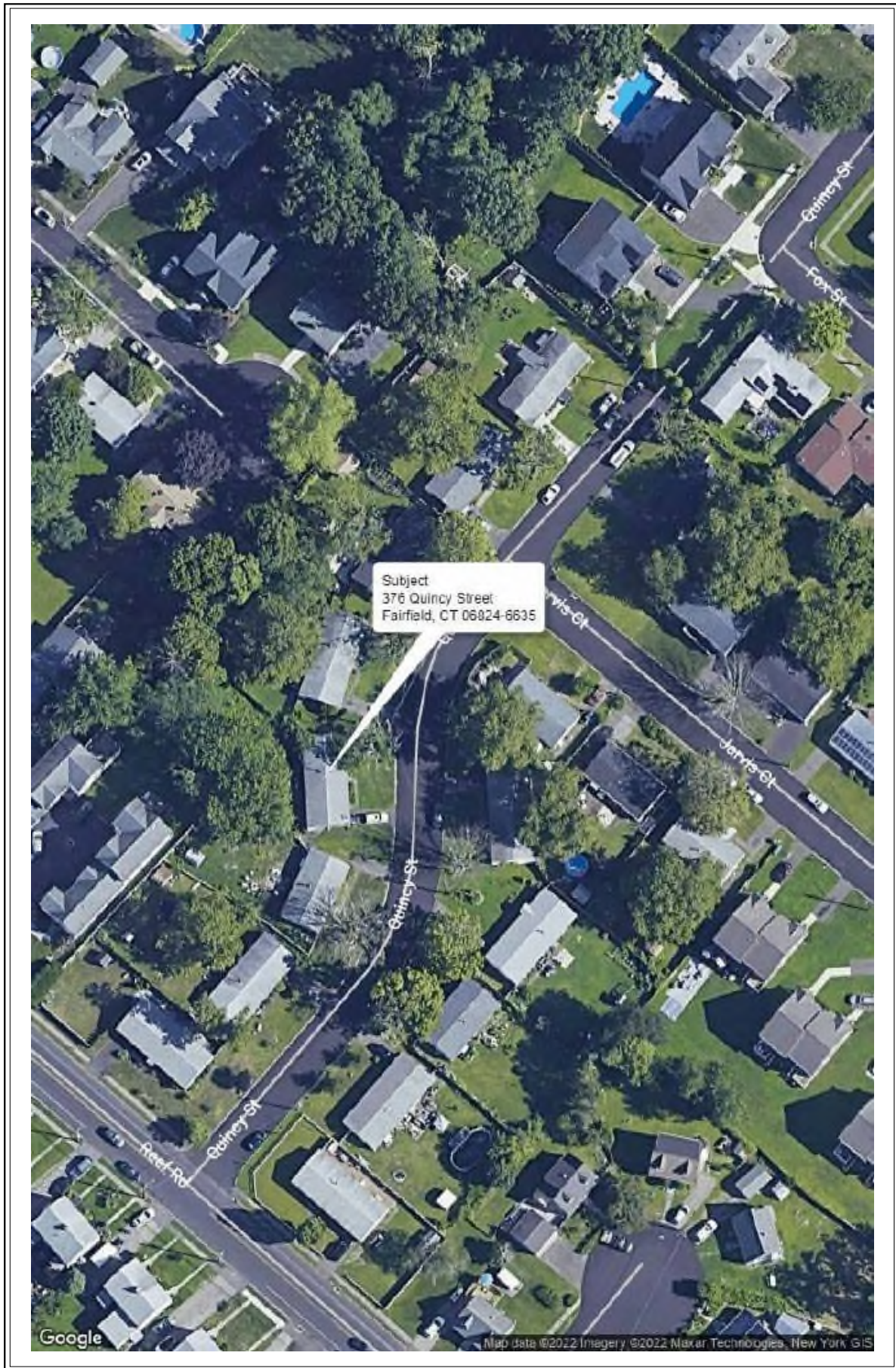
LOCATION MAP

21-04452CT
File No. 22042104



AERIAL MAP

21-04452CT
File No. 22042104



USPAP ADDENDUM

Borrower: Malas
 Property Address: 376 Quincy Street
 City: Fairfield County: Fairfield State: CT Zip Code: 06824-6635
 Lender: MCCALLA RAYMER LEIBERT PIERCE, LLC

APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:

- ☐ **Appraisal Report** A written report prepared under Standards Rule 2-2(a).
☒ **Restricted Appraisal Report** A written report prepared under Standards Rule 2-2(b).

"A party receiving a copy of an Appraisal Report or Restricted Appraisal Report in order to satisfy disclosure requirements does not become an intended user of the appraisal unless the appraiser identifies such party as an intended user as part of the assignment." **

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 90 to 150 Days

The appraised value has taken all physical and economic conditions into consideration. The expected marketing time at the estimated value will likely be 90 to 150 Days.

Additional Certifications

- ☐ I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
☒ **I HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

The appraiser has performed as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. See history in Addendum of report.

Compliance with federal regulations

This appraisal report complies in every respect with the real estate appraisal regulations promulgated by the Office of the Comptroller of the Currency, 12 CFR, PT 34; and by the Federal Deposit Insurance Corporation, 12 CFR, PT 323, pursuant to Title XI of the Financial Institution's Reform, Recovery, and Enforcement Act of 1989. The appraisal assignment was not based on a request minimum valuation, a specific valuation, or the approval of a loan.

* The purpose of this appraisal is to provide the market value of the subject property for foreclosure purposes.

* The scope of this appraisal is the analysis and determination of the value of the property in accordance with the methods shown on the report and reconciliation thereof, together with an inspection of the property and public records, comparable sales data, and other information shown on the appraisal report.


*The subject property has not transferred in an arm's length transaction in the past 36 months.

Additional Comments


This Freddie Mac Form has pre-printed conflicting information as to whether the report is an appraisal or a valuation. The appraiser has followed USPAP guidelines and Appraisal Standards to develop a value for the attorney. Therefore this document is a restricted appraisal report.

**Reference to Advisory Opinion 36 of the 2018/2019 USPAP.

APPRAISER:

Signature: 
 Name: Richard J. Massa
 Date Signed: 04/27/2022
 State Certification #: RCR.0000743
 or State License #: _____
 or Other (describe): _____ State #: _____
 State: CT
 Expiration Date of Certification or License: 04/30/2022
 Effective Date of Appraisal: April 25, 2022

SUPERVISORY APPRAISER (only if required):

Signature: 
 Name: CADRE GROUP/SUSAN C MARRA
 Date Signed: 04/27/2022
 State Certification #: RCR.0000895
 or State License #: _____
 State: CT
 Expiration Date of Certification or License: 04/30/2022
 Supervisory Appraiser inspection of Subject Property:
☒ Did Not ☐ Exterior-only from street ☐ Interior and Exterior



BERCHEM MOSES.COM

DOUGLAS E. LOMONTE, ESQ.
BERCHEM MOSES P.C.
1221 POST ROAD EAST, SUITE 301
WESTPORT, CT 06880
Tel: (203) 571-1714
dlomonte@berchemmoses.com

December 1, 2022

First Selectwoman Brenda Kupchick
Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

Dear First Selectwoman Kupchick:

In 1999, the Town of Fairfield adopted an interlocal agreement for Hazardous Materials Response Mutual Aid (the “1999 Agreement”). Under the 1999 Agreement, the Chiefs of the participating Fire Departments (the “Fire Chiefs”) created a group known as the Fairfield County Hazardous Incident Response Team (“FCHIRT”). At the request of the Fire Chiefs, I am submitting for your consideration an Amended and Restated Interlocal Agreement (“Amendment and Restatement”).

The principal deficiency in the 1999 Agreement identified by the Fire Chiefs is that the 1999 Agreement provides no legal entity structure for FCHIRT. Lack of legal entity structure means that FCHIRT is unable to obtain a federal employer identification number (EIN), open a bank account, accept donations, apply for grants and enter into mutual aid agreements with regional non-municipal entities, such as airports and major industrial enterprises. FCHIRT has carried on to date by using the EIN of the Town of Westport and keeping its funds in a bank account in the name of the Town of Westport.

The Amendment and Restatement addresses the deficiency in the 1999 Agreement by authorizing the incorporation of FCHIRT as a non-stock corporation and application to the IRS for recognition as a tax-exempt organization under Section 501(c). Each of the fourteen participating municipalities will be a member of FCHIRT and have one seat on FCHIRT’s board of directors. FCHIRT’s board of directors will consist of the Fire Chiefs. If a town has more than one volunteer fire department, then the chiefs of the volunteer fire departments will serve on the board of directors on a rotating basis.

The Fire Chiefs gave careful consideration to the issues of insurance and employee benefits. The Amendment and Restatement makes it clear that the status quo with respect to

First Selectwoman Brenda Kupchick
Page 2 of 2

ownership of equipment and employment of personnel will continue. Specifically, FCHIRT will not own any operational equipment and will have no employees. All operational equipment will continue to be titled and insured by the municipality in which it is housed. All personnel will continue to be compensated and insured by the municipalities or departments that employ them or for which they volunteer.

The initiative to amend and restate the 1999 Agreement comes without cost to the Town of Fairfield. Legal and accounting fees associated with this initiative will be covered by FCHIRT from existing funds.

The Amendment and Restatement is intended to apply only to incidents at which the assistance of the specially trained personnel or equipment on FCHIRT's roster are required (i. e., HAZMAT spills, natural disaster response and other regional emergencies requiring specialized field communications). The Amendment and Restatement is not intended to affect any existing mutual aid agreements between Fairfield and its neighboring municipalities.

Statutory authority for the Amendment and Restatement is derived from CGS Sections 7-339a through 7-339l, sometimes referred to as the *interlocal agreement statutes*. CGS Section 7-339c provides for approval of interlocal agreements by the "legislative body" of a municipality. I respectfully request that you submit the Amendment and Restatement to the Representative Town Meeting for approval.

If you have any comments or questions about the 1999 Agreement or the Amendment and Restatement, please contact me.

Sincerely,

Douglas E. LoMonte

Douglas E. LoMonte

enclosure

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM**

Revised October 11, 2022 2:04 p.m.

This Interlocal Agreement (the “Agreement”) is by and among the Connecticut municipalities in the left column below (listed in alphabetical order, each a “Municipality” and collectively, the “Municipalities”) by their respective chief elected officers.

MUNICIPALITIES

PARTICIPATING FIRE DEPARTMENTS

CITY OF BRIDGEPORT

BRIDGEPORT FIRE DEPARTMENT

TOWN OF DARIEN

THE DARIEN FIRE DEPARTMENT INCORPORATED
THE NOROTON FIRE DEPARTMENT, INCORPORATED
THE NOROTON HEIGHTS FIRE DEPARTMENT, INCORPORATED

TOWN OF EASTON

EASTON VOLUNTEER FIRE CO INCORPORATED

TOWN OF FAIRFIELD

FAIRFIELD FIRE DEPARTMENT

TOWN OF GREENWICH

GREENWICH FIRE DEPARTMENT

TOWN OF MONROE

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1, INC.
THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1, INC.
STEVENSON VOLUNTEER FIRE COMPANY, INCORPORATED

TOWN OF NEW CANAAN

NEW CANAAN FIRE DEPARTMENT

CITY OF NORWALK

NORWALK FIRE DEPARTMENT
THE ROWAYTON HOSE COMPANY NO. 1, INCORPORATED

CITY OF STAMFORD

STAMFORD FIRE DEPARTMENT

TOWN OF STRATFORD

STRATFORD FIRE DEPARTMENT

TOWN OF TRUMBULL

LONG HILL FIRE DISTRICT
TRUMBULL CENTER FIRE DISTRICT
NICHOLS FIRE DISTRICT

TOWN OF WESTON

THE WESTON VOLUNTEER FIRE DEPARTMENT, INCORPORATED

TOWN OF WESTPORT

WESTPORT FIRE DEPARTMENT

TOWN OF WILTON

WILTON FIRE DEPARTMENT

RECITALS

- A. For purposes of this Agreement, “Participating Fire Departments” means and includes the career and volunteer fire departments listed in the right column on Page 1.
- B. In addition to the chief elected officers of the Municipalities, the chiefs of the Participating Fire Departments (each, a “Chief” and collectively, the “Chiefs”) have indicated their approval of this Agreement by signing next to the chief elected officials of the Municipalities in which their respective Participating Fire Departments are located.
- C. The Municipalities, except for the Town of Greenwich (collectively, the “Original Municipalities”), entered into a Hazardous Materials Response Assistance Mutual Aid Agreement For Additional Fire Protection dated June 11, 1999 (the “1999 Agreement”).
- D. The Town of Greenwich joined the Original Municipalities by adopting the 1999 Agreement at a later date.
- E. Under the 1999 Agreement, the Municipalities pledged to contribute personnel and equipment to a group which came to be known as the Fairfield County Hazardous Incident Response Team (“FCHIRT”).
- F. The 1999 Agreement was intended to improve response to hazardous materials incidents and other emergencies within the region by permitting the Chief of a Participating Fire Department to call upon personnel and equipment on FCHIRT’s roster to respond to an incident beyond the resources available within the Participating Fire Department.
- G. Since 1999, the Chiefs have expanded FCHIRT’s role to include assistance with field communications and assistance with natural and man-made regional emergencies.
- H. The 1999 Agreement does not address the legal status of FCHIRT, leaving FCHIRT as an undefined and unincorporated association, not recognized as a legal entity under Connecticut law.
- I. FCHIRT maintains a roster of personnel specially trained to respond to spills of hazardous materials, coordinate field communications and respond to natural and man-made regional emergencies (the “Personnel Roster”).
- J. FCHIRT has no employees, the personnel appearing on the Personnel Roster being career firefighters employed by the Municipalities or volunteering for the Participating Fire Departments, as applicable, along with a small number of police and dispatch personnel employed by the Municipalities.
- K. FCHIRT maintains a list of specialized emergency response equipment (the “Equipment Roster”).

- L. FCHIRT owns no equipment, all of the equipment appearing on the Equipment Roster being owned by various Municipalities and stored in facilities maintained by various Participating Fire Departments.
- M. As to employment relationships and equipment ownership, the Municipalities desire to continue the status quo.
- N. As to legal status, the Municipalities have concluded that FCHIRT's undefined and unincorporated status presents a number of disadvantages and that incorporating FCHIRT under the Connecticut Non-Stock Corporation Act will allow FCHIRT to: adopt suitable bylaws; elect a board of directors and officers; obtain a federal taxpayer identification number; open one or more bank accounts; adopt budgets; establish fees for services; collect insurance claims from insured spillers; apply to the Internal Revenue Service for recognition as a tax-exempt organization; solicit tax deductible charitable contributions from citizens and regional businesses; apply for grants; enter into contracts with providers of services and materials; and enter into mutual aid agreements with non-governmental entities.

NOW THEREFORE, the Municipalities agree as follows.

1. Amendment and Restatement. This Agreement amends and restates the 1999 Agreement.
2. Statutory Authority. Authority for this Agreement is derived from CGS Sections 7-339a through 7-339l.
3. Effective Upon Signature. This Agreement shall be effective on the date that this Agreement has been signed by the chief elected officers of eight (8) Municipalities (the "Effective Date"). If the chief elected officers of at least eight (8) Municipalities have not signed this Agreement by December 31, 2023, then this Agreement shall be void. The signature of the Chief of each Participating Fire Department indicates that he or she has reviewed and approved the terms of this Agreement and has recommended it to the chief elected officer of the Municipality in which his or her Participating Fire Department is located.
4. Purposes. The purposes of this Agreement are to provide for the safe and efficient response to hazardous materials spills, natural and man-made regional emergencies and other incidents within the borders of the Municipalities and for the effective and well coordinated training of personnel.
5. Operational Matters.
 - a. Emergency Response Procedures. FCHIRT has established written procedures for requesting and providing assistance, communications and deployment of personnel and equipment ("Emergency Response Procedures"). FCHIRT will disseminate the Emergency Response Procedures to each Participating Fire Department. FCHIRT will solicit and respond to comments with respect to

improvement of the Emergency Response Procedures and will disseminate amendments to the Participating Fire Departments.

- b. Response to Incident Scenes. FCHIRT Directors, FCHIRT Officers and FCHIRT Technicians will not act on behalf of FCHIRT at the scene of any incident. If an FCHIRT Director, FCHIRT Officer or FCHIRT Technician responds to an incident, all of his or her actions and decisions shall be taken solely in his or her capacity as an agent or employee of the Municipality by whom he or she is employed or the Participating Fire Department for whom he or she volunteers.
- c. Requests for Assistance. If an Officer-In-Charge determines that hazardous material control equipment or other emergency assistance is required beyond that which the Participating Fire Department can furnish with its own resources, the Officer-In-Charge may make a Request for Assistance. If the Requesting OIC happens to be an FCHIRT Director, FCHIRT Officer or FCHIRT Technician, the Requesting OIC shall make the Request for Assistance in his or her capacity as Officer-In-Charge.
- d. Responses to Requests for Assistance. Upon receipt of a Request for Assistance, the Responding OIC shall order that FCHIRT Technicians and Equipment be deployed to the incident scene except to the extent that the personnel or equipment are unavailable. An FCHIRT Technician will be considered unavailable if the Responding OIC determines that the FCHIRT Technician is required at the scene of another incident, if the FCHIRT Technician is on leave or otherwise too far away to respond. Equipment will be considered unavailable if the Responding OIC determines that it is required at the scene of another incident or if the Equipment is not operational. If the Responding OIC determines that an FCHIRT Technician or Equipment is unavailable, the Responding OIC shall immediately inform the Requesting OIC. No FCHIRT Director, FCHIRT Officer or FCHIRT Technician, will, acting in his or her capacity as FCHIRT Director, FCHIRT Officer or FCHIRT Technician, initiate a response or deploy FCHIRT Technicians or Equipment to the scene of any incident, a Request for Assistance by an Officer-In-Charge being an essential precondition to each response or deployment of FCHIRT Technicians and Equipment.
- e. Incident Command. At each incident scene, the Requesting OIC shall be in command of operations. If the Requesting OIC requests that a senior officer of a Responding Department assume command, then the Requesting OIC shall not be relieved of responsibility for operations at the scene. FCHIRT Technicians and Equipment of Responding Departments shall be under the immediate supervision and responsibility of their respective Responding OICs who shall, in turn, be under the supervision of the Requesting OIC.
- f. Incident Reports and Analysis. FCHIRT shall receive, collect and analyze reports from officers of Requesting Departments and Responding Departments and shall

disseminate to the Participating Fire Departments analysis and recommendations for tactical and logistical improvements.

- g. Equipment Inspections and Replacement. FCHIRT officers shall coordinate with Participating Fire Departments the inspection of Equipment and shall remove Equipment from the Equipment Roster as Equipment is taken out of service. FCHIRT Officers shall consult with Participating Fire Departments regarding equipment replacement schedules and the need to replace damaged, worn out or obsolete Equipment.
6. Term. This Agreement shall remain in effect until terminated by action of the legislative bodies of a majority of the Municipalities.
7. Incorporation of FCHIRT. FCHIRT shall be incorporated as a non-stock corporation under the Connecticut Revised Nonstock Corporation Act. The legal corporate name of FCHIRT shall be Fairfield County Hazardous Incident Response Team, Inc.
8. Corporate Governance. Each Municipality shall be considered a member of the corporation and shall be entitled to one seat on the board of directors of the corporation. The board of directors of FCHIRT shall be comprised of the Chiefs of the Participating Fire Departments, except that, if a Municipality has: (a) more than one volunteer fire department and no career fire departments , then only one of the Chiefs of the volunteer fire departments shall be a director at any time; or (b) one or more volunteer fire departments in addition to a career fire department, then only the Chief of the career fire department shall be a director. If a Municipality has no career fire departments and more than one volunteer fire department then the Chiefs of volunteer fire departments shall rotate membership on the board of directors of FCHIRT annually in the order in which the volunteer fire departments were organized, from oldest department to newest department. Decisions within the purview of the members and directors of FCHIRT shall be made by majority vote of the members or directors, as applicable.
9. Tax Exempt Organization. FCHIRT shall apply to the Internal Revenue Service for recognition as a tax exempt organization under Section 501(c) of the Internal Revenue Code. FCHIRT may solicit and accept gifts, donations, grants and charitable contributions.
10. Ownership of Property. FCHIRT shall not own any real estate, registered or non-registered motor vehicles, apparatus or operational equipment of any kind. Title to each piece of Equipment shall be held at all times by one of the Municipalities. FCHIRT may place a label or mark upon equipment listed on the Equipment Roster for purposes of identification. Any such label or mark shall not be construed as indicia of ownership. Tangible property owned by FCHIRT shall be limited to office equipment, office furniture and supplies.

11. Office Space. The Participating Fire Department in which the president of FCHIRT serves shall provide incidental office space to FCHIRT without charge. FCHIRT shall initially maintain its office at the Nichols Fire Department.
12. Fiscal Year and Budgets. FCHIRT will have a fiscal year beginning July 1 and ending June 30. The board of directors of FCHIRT shall establish a budget for each fiscal year.
13. Fees. Each Municipality shall pay an annual membership fee or provide services or equipment to FCHIRT of equivalent value. As of the date of the Effective Date, the membership fee is \$3,000 (the “Membership Fee”). The board of directors of FCHIRT shall have the authority to determine the value of services or equipment provided by a Municipality in lieu of paying the Membership Fee. FCHIRT shall have the right to settle and collect insurance claims from insured spillers with respect to incidents.
14. Adjustments in Fees. The Membership Fee may be adjusted from time to time by majority vote of FCHIRT’s directors.
15. Grants. FCHIRT shall have the authority to apply for and receive grants for the purchase of operational equipment and training and educational programs. If FCHIRT receives grant funds for the purchase of operational equipment, FCHIRT shall, by majority vote of FCHIRT’s board of directors, either transfer the grant funds to a Municipality for procurement of the equipment or procure the equipment and assign title to a Municipality.
16. Training and Certification Programs. FCHIRT may schedule and coordinate training, drills and certification programs (“TDC Programs”). Each individual participating in a TDC Program must have authorization from the Chief of his or her Participating Fire Department and will be deemed to be acting in his or her capacity as an employee or agent of his or her Municipality or Participating Fire Department, as applicable, for the duration of each TDC Program. Personnel of Participating Fire Departments making presentations or acting as instructors at TDC Programs will be acting as employees or agents of their respective Municipalities or Participating Fire Departments, as applicable, when making presentations or acting as instructors. FCHIRT may reimburse Municipalities and Participating Fire Departments for the cost of personnel, materials and facilities provided for TDC Programs. FCHIRT may retain the services of outside trainers or instructors for TDC Programs upon receipt of confirmation that the trainer or instructor is covered under a satisfactory insurance policy.
17. Employees. Career firefighters and other agents of municipal public safety agencies appearing on the Personnel Roster shall remain employees of their respective Municipalities or Participating Fire Departments, as applicable. Except in the context of a response to an emergency and then only pursuant to the Emergency Response Procedures, no official of any Municipality or Participating Fire Department shall have the right or authority to direct the performance of services by an employee of another Municipality or Participating Fire Department. No official of any Municipality or Participating Fire Department shall have the right to modify the terms or conditions of

employment of an employee of another Municipality or Participating Fire Department. The Municipalities or Participating Fire Departments, as applicable, shall be responsible for all compensation and benefits of their respective firefighters and other agents, including, without limitation, wages, overtime, health insurance, pension and retirement plan contributions, family and medical leave, vacation time and sick time. This Agreement shall not be construed as granting rights to employees, agents or volunteers of any Municipality or Participating Fire Department to participate in any collective bargaining agreement to which any other Municipality or Participating Fire Department is a party or to participate in any health care or retirement benefit plan sponsored by another Municipality or Participating Fire Department.

18. Mutual Aid Agreements With Non-Municipal Entities. FCHIRT may enter into mutual aid agreements with non-municipal entities such as airports and private industrial facilities that employ specially trained personnel or specially designed equipment.
19. Withdrawal. A Municipality may withdraw from this Agreement for any reason upon delivery of Notice to the other Municipalities.
20. Insurance. The Municipalities will maintain their customary insurance coverages with respect to their respective FCHIRT Technicians and Equipment. FCHIRT will maintain directors and officers liability insurance and fidelity/crime insurance coverage.
21. Cross Indemnification. To the extent permitted by law, the Municipalities shall indemnify and hold each other harmless from any and all claims, causes of action and lawsuits arising out of the negligent or willful misconduct of their respective employees, agents and volunteers. The cross indemnification covenants under this Section shall survive the termination of this Agreement or withdrawal of a Municipality.
22. No Advisory Board. The Municipalities find that no interlocal advisory board, as permitted by CGS Section 7-339b(a)(2), is required to accomplish the purposes of this Agreement.
23. Amendment. This Agreement may not be amended except by written agreement signed by the chief elected officers of at least a majority of the Municipalities. Any Municipality may propose an amendment to the other Municipalities.
24. Additional Jurisdictions. Additional towns and cities may be added as parties to this Agreement upon majority vote of the board of directors of FCHIRT and written acceptance of the terms of this Agreement.
25. Assignment. The rights and obligations of the Municipalities under this Agreement are not assignable.
26. Dispute Resolution. Except with respect to the institution of legal proceedings which seek equitable relief, appeal or judgment enforcement, disputes arising under this Agreement shall be resolved as follows.

- a. Negotiation. The chief elected officers of the Municipalities involved in the dispute shall meet either alone or together with their respective advisors, in the spirit of good faith, to attempt to negotiate a resolution of the dispute by mutual agreement in writing. If a dispute is between one or more Municipalities and FCHIRT, then the duly elected president of FCHIRT shall participate in the negotiations.
 - b. Mediation. If the chief elected officers of the involved Municipalities (and the president of FCHIRT, if applicable) are unable to resolve the dispute by mutual agreement under Section 26(a) within two (2) weeks following the initiation of negotiations, then the dispute shall be submitted to non-binding mediation between the parties and a mediator to be jointly selected by the involved Municipalities (and FCHIRT, if applicable) (each a “Party” and collectively, the “Parties”). A Party seeking to resolve a dispute hereunder shall give Notice to the other Parties that it wishes to begin the mediation process. Upon receipt of such Notice, the Parties shall meet to mutually select a mediator. The mediation process shall be deemed initiated upon the receipt of the aforementioned Notice by the receiving Party.
 - c. Arbitration. If the dispute is not resolved by mediation under Section 26(b) within a period of three (3) weeks following the initiation of mediation as set forth above, then a Party may demand that the dispute be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “Commercial Arbitration Rules”) and upon such demand, the dispute shall be submitted to arbitration in Fairfield County, Connecticut. Arbitration shall be before a single arbitrator appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions of this Agreement, shall take place in Fairfield County, Connecticut. The Parties hereby expressly consent to such venue and to the personal and subject matter jurisdiction of such courts and such proceedings. Notice shall be given and the hearing conducted in accordance with the provisions of the Commercial Arbitration Rules. The arbitrator shall hear and determine the matter and shall execute and acknowledge its award in writing and deliver a copy thereof to each Party by registered or certified mail. A judgment confirming the award of the arbitrator may be rendered in any court having jurisdiction. Costs and expenses of arbitration, including, but not limited to, the fees of the arbitrator, shall be borne by the non-prevailing Party or in such proportion as the arbitrator shall determine.
27. Authorization. Each individual signing this Agreement on behalf of a Municipality represents that he or she is the chief elected officer of his or her Municipality and that he or she has obtained all requisite authority to bind the Municipality he or she serves to the provisions of this Agreement. Each individual signing on behalf of a Participating Fire Department represents that he or she is the Chief of the Participating Fire Department.

28. No Waiver. No failure on the part of any Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of any such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.
29. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
30. 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. The Municipalities agree that this Agreement may be transmitted among them by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The Municipalities intend that electronic signatures constitute original signatures and that an Agreement containing the signature (original or electronic) of the chief elected officer of a Municipality is binding on the Municipality once sent via electronic mail.
31. Captions. The captions and section headings appearing in this Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.
32. Defined Terms. Capitalized words phrases and acronyms appearing in this Agreement shall have the meanings ascribed to them below.
- a. “CGS” means the Connecticut General Statutes, as amended.
 - b. “Equipment” means and includes a registered or non-registered motor vehicle, apparatus or other operational equipment identified on the Equipment Roster.
 - c. “FCHIRT Director” means an individual serving on the board of directors of FCHIRT.
 - d. “FCHIRT Officer” means an individual serving as the president, vice president, corresponding secretary, recording secretary, treasurer or assistant treasurer of FCHIRT.
 - e. “FCHIRT Technician” means an individual whose name appears on the Personnel Roster.
 - f. “Municipality” shall have the meaning ascribed to it under CGS Section 7-148cc, notwithstanding the definition indicated on Page 1. Specifically, “Municipality”

means any municipality, as defined in CGS Section 7-187, any district, as defined in CGS Section 7-324, any metropolitan district or any municipal district created under CGS Section 7-330 and located within the State of Connecticut.

- g. “Notice” means only written notification given by one Municipality to another Municipality or to FCHIRT. Notice may be given only by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt); a nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express or UPS Next Day). All Notices will be effective on receipt. Notices must be given to a Municipality at its Notice Address.
- h. “Notice Address” for each Municipality means the address indicated in Schedule A. The Notice address for FCHIRT is Fairfield County Hazardous Incident Response Team, Inc., 100 Shelton Road, Trumbull, CT 06611, Attention Andrew Kingsbury.
- i. “Officer-In-Charge” means, in the context of an emergency response incident, the officer in charge of the Participating Fire Department within the territory of which the incident occurs.
- j. “Request for Assistance” means a request made by an Officer-In-Charge that one or more FCHIRT Technicians or Equipment be deployed to the scene of an emergency response incident.
- k. “Requesting Department” means a Participating Fire Department the Officer-In-Charge of which makes a Request for Assistance.
- l. “Requesting OIC” means an Officer-In-Charge that makes a Request for Assistance.
- m. “Responding Department” means a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.
- n. “Responding OIC” means the Officer-In-Charge of a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

CITY OF BRIDGEPORT

BRIDGEPORT FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF DARIEN

THE DARIEN FIRE DEPARTMENT INCORPORATED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

THE NOROTON FIRE DEPARTMENT,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

THE NOROTON HEIGHTS FIRE DEPARTMENT,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

TOWN OF EASTON

EASTON VOLUNTEER FIRE CO INCORPORATED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF FAIRFIELD

FAIRFIELD FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF GREENWICH

GREENWICH FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF MONROE

Signature _____

Name _____

Title _____

Date _____

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1,
INC.

Signature _____

Name _____

Title _____

Date _____

THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1,
INC.

Signature _____

Name _____

Title _____

Date _____

STEVENSON VOLUNTEER FIRE COMPANY,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

TOWN OF NEW CANAAN

Signature _____

Name _____

Title _____

Date _____

NEW CANAAN FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

CITY OF NORWALK

Signature _____

Name _____

Title _____

Date _____

NORWALK FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

THE ROWAYTON HOSE COMPANY NO. 1,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

CITY OF STAMFORD

Signature _____

Name _____

Title _____

Date _____

STAMFORD FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

TOWN OF STRATFORD

Signature _____

Name _____

Title _____

Date _____

STRATFORD FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

TOWN OF TRUMBULL

Signature:

Name:

Title: First Selectwoman

Date:

LONG HILL FIRE DISTRICT

Signature:

Name:

Title: Chief of Department

Date:

LONG HILL FIRE DISTRICT

Signature:

Name:

Title: Commissioner

Date:

TRUMBULL CENTER FIRE DISTRICT

Signature:

Name:

Title: Chief of Department

Date:

TRUMBULL CENTER FIRE DISTRICT

Signature:

Name:

Title: Commissioner

Date:

NICHOLS FIRE DISTRICT

Signature:

Name:

Title: Chief of Department

Date:

NICHOLS FIRE DISTRICT

Signature:

Name:

Title: Commissioner

Date:

TOWN OF WESTON

THE WESTON VOLUNTEER FIRE DEPARTMENT,
INCORPORATED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF WESTPORT

WESTPORT FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF WILTON

WILTON FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

{End of signature pages. The next page is Schedule A.}

SCHEDULE A
NOTICE ADDRESSES

City of Bridgeport

45 Lyon Terrace
Bridgeport, CT 06604
Attention: Mayor

Town of Darien

2 Renshaw Road
Darien, CT 06820
Attention: First Selectman

Town of Easton

225 Center Road
Easton, CT 06612
Attention: First Selectman

Town of Fairfield

611 Old Post Road
Fairfield, CT 06824
Attention: First Selectman

Town of Greenwich

101 Field Point Road
Greenwich, CT 06830
Attention: First Selectman

Town of Monroe

7 Fan Hill Road
Monroe, CT 06468
Attention: First Selectman

Town of New Canaan

77 Main Street
New Canaan, CT 06840
Attention: First Selectman

City of Norwalk

125 East Avenue
Norwalk, CT 06856
Attention: Mayor

City of Stamford

888 Washington Boulevard
Stamford, CT 06901
Attention: Mayor

Town of Stratford

2725 Main Street
Stratford, CT 06615
Attention: Mayor

Town of Trumbull

5866 Main Street
Trumbull, CT 06611
Attention: First Selectman

Town of Weston

56 Norfield Road
Weston, CT 06883
Attention: First Selectman

Town of Westport

110 Myrtle Avenue
Westport, CT 06880
Attention: First Selectman

Town of Wilton

238 Danbury Road
Wilton, CT 06897
Attention: First Selectman



FAIRFIELD COUNTY HAZARDOUS MATERIALS UNIT

HAZARDOUS MATERIALS RESPONSE ASSISTANCE

MUTUAL AID AGREEMENT FOR ADDITIONAL FIRE PROTECTION

THIS AGREEMENT, made this 11 day of June, 1999, by and between
**Bridgeport, Darien, Easton, Fairfield, Monroe, New Canaan, Norwalk,
Stamford, Stratford, Trumbull, Weston, Westport, and Wilton**, each a
City or Town in the State of Connecticut.

WITNESSETH THAT:

WHEREAS, the respective parties hereto each has certain hazardous
materials control equipment and personnel to operate same; and

WHEREAS, each of the parties hereto recognizes the possibility that, in
Hazardous Materials emergencies, said control equipment and personnel,
as is individually maintained by each of them may not be adequate to
afford full and complete protection to and in the area of operation of
each, the inhabitants thereof, and their respective properties therein; and
WHEREAS, it is mutually desired by the parties hereto that, in the event
of such emergencies as aforesaid, the control equipment and personnel
of each of them shall be made available to the others; and

WHEREAS, it is mutually desired by the parties hereto that, in planning for such emergencies the procurement and preparation of specialized equipment that is economically unfeasible may be achieved and maintained by mutual effort; and

WHEREAS, the authority to enter into an interlocal agreement for such purposes is provided for in Section 7-339, A through L, of the Connecticut General Statutes, as amended.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the respective parties hereto agree as follows:

1. That in the event any party hereto requires additional Hazardous Material Control Equipment or emergency assistance and protection, above and beyond that which said party can furnish in its own behalf from its own resources, and as determined by the Chief or other officer-in-charge of said party, then and in event upon the call of said Chief or other officer-in-charge of the party hereto, said other party shall respond by sending fire apparatus or other emergency equipment and personnel for the purpose of controlling emergency situations involving hazardous material or assisting in other types of emergencies.

2. That the nature and extent of assistance furnished by either party to the other shall be determined on the basis of the prevailing needs for Control/Confinement in the area of the said responding party. The rendering of assistance under the terms of this agreement shall not be

mandatory, but the party receiving the request for assistance should immediately inform the requesting party if, for any reason, assistance cannot be rendered.

3. The incident commander of the fire department of the requesting department, shall assume full charge of the operation, but if he specifically requests a senior officer of a fire department furnishing assistance to assume command, he shall not, by relinquishing command, be relieved of this responsibility for the operation; provided that the apparatus, personnel, and equipment of the agency rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the senior officer of the fire department rendering assistance who shall in turn be under the supervision of the head of the fire department of the requesting service.

4. The chief fire officers and personnel of all parties of this agreement are invited and encouraged, on a reciprocal basis to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

5. The chief officers of the fire departments of the parties of this agreement are authorized and may meet and draft any detailed plans, equipment inventories and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of

operations shall become effective upon ratification by all of the signatory parties.

6. That neither party thereto shall be indebted to the other party for services rendered.

7. That each of the parties hereto agrees to waive any and all claims against the other party which may arise out of their activities outside their respective jurisdictions under this agreement, and each of the parties hereto shall indemnify and save harmless the other party from all claims by third parties for property damage or personal injury which may arise out of the activities of the parties outside their respective jurisdictions under this agreement.

8. All immunities from liability and exemptions from laws, ordinances and regulations which the parties' officers, firefighters, agents and employees have in their own jurisdiction shall be effective in the jurisdictions in which they are giving assistance.

9. All pension relief, disability, workmen's compensation and other benefits enjoyed by said employees shall extend to the services they perform under this agreement outside their respective jurisdictions.

10. All parties involved agree to contribute and otherwise support a mutual effort including but not limited to:

- A. Major Bank of Equipment.
- B. Training Facilities/Resources.
- C. Standard Operating Procedure.
- D. Information Exchange.

11. That the terms of this agreement shall extend indefinitely; provided, however that any party hereto may terminate its' participation in this agreement, at any time and for whatever reason, by serving upon the other parties hereto an advance ninety (90) day written notice to that effect.

12. That this agreement shall be substituted for and stand in lieu of any and all similar agreements, verbal or written, that may have been previously executed.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their authorized officers and their respective corporate seals to be affixed hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 1998 at _____ Connecticut.

FIRE CHIEF

CITY/TOWN


FIRE CHIEF

CITY OF BRIDGEPORT

BY: 
MAYOR

TOWN OF DARIEN

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BY: _____
FIRST SELECTMAN

TOWN OF EASTON

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FIRST SELECTMAN

TOWN OF MONROE

FIRE CHIEF

David York 1/6/04
Stevenson Volunteer Fire Co

BY: _____
FIRST SELECTMAN

*and signing with approval from Chief Christopher Doyle
of the Stearns Volunteer Fire Co. and Chief William Davis of the
Monroe Volunteer Fire Department*

FIRE CHIEF

Ronald M. Mathews

FIRE CHIEF

FIRE CHIEF

FIRE CHIEF

FIRE CHIEF

FIRE CHIEF

FIRE CHIEF

CITY OF STAMFORD

BY: *[Signature]*

MAYOR

TOWN OF STRATFORD

BY: *[Signature]*

TOWN MANAGER

TOWN OF TRUMBULL

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MAYOR

TOWN OF DARIEN

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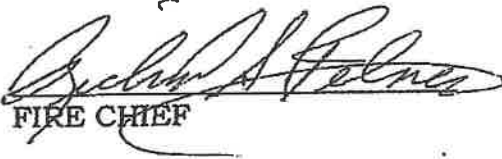
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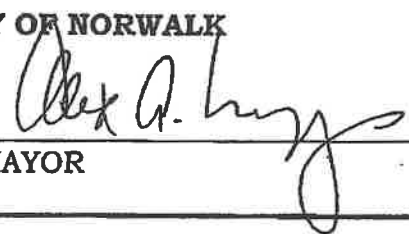
TOWN OF NEW CANNAN

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MAYOR

CITY OF NORWALK


FIRE CHIEF

BY: 
MAYOR

CITY OF STAMFORD
Robert J. McLeath
FIRE CHIEF
BY: [Signature]
MAYOR

TOWN OF STRATFORD
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TOWN MANAGER

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BY: _____
MAYOR

TOWN OF STRATFORD

FIRE CHIEF

BY: _____
TOWN MANAGER

TOWN OF TRUMBULL



FIRE CHIEF

BY: Woody Ellis
FIRST SELECTMAN

TOWN OF WESTON

FIRE CHIEF

BY: _____
FIRST SELECTMAN

TOWN OF WESTPORT

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BY: _____
FIRST SELECTMAN

TOWN OF WILTON

FIRE CHIEF

BY: _____
FIRST SELECTMAN

TOWN OF MONROE

FIRE CHIEF

BY: _____
FIRST SELECTMAN



Long Hill Fire Department

6315 Main Street Trumbull, Connecticut 06611

Office of the Chief

December 30, 2003

Fairfield County Hazardous Material Unit
515 Post Road
Westport, CT 06880

Re: Hazardous Materials Response Assistance Mutual Aid Agreement
For Additional Fire Protection

This letter is to affirm the continued participation of the Long Hill Fire District, located in the Town of Trumbull, CT, in the above named Mutual Aid Agreement, dated June 11, 1999, a copy of which is attached, and our agreement with the terms and conditions stated within.

We thank the Fairfield County Hazardous Materials Unit for offering their services to the Long Hill Fire District.

Very truly yours,

THE LONG HILL FIRE DEPARTMENT

THE LONG HILL FIRE DISTRICT

A handwritten signature in dark ink, appearing to read "Daniel W. Hoyt".

Daniel W. Hoyt
Chief of Department

A handwritten signature in dark ink, appearing to read "Bruce Silverstone".

Bruce Silverstone
Commission Co-Chairman

**MID-FAIRFIELD COUNTY
HAZARDOUS MATERIALS UNIT**

**AMENDMENTS TO HAZARDOUS MATERIALS RESPONSE ASSISTANCE
MUTUAL AID AGREEMENT FOR ADDITIONAL FIRE PROTECTION**

The Agreement of the parties dated June 11, 1999 is hereby amended as follows:

First Amendment: Paragraph 11 of the Agreement is amended by adding: Pursuant to C.G.S. §7-339f(1), this Agreement shall terminate on June 10, 2024, and may be amended from time to time by a majority vote of the parties.

Second Amendment: Paragraph 6 of the Agreement is amended by adding: Pursuant to C.G.S. §7-339f(3), no payment by any party participating in this Agreement shall be required in consideration of the receipt or obtaining of services. To the extent that C.G.S. §7-339(f) requires such payment, the parties hereby expressly waive any and all rights thereto.

Third Amendment: Paragraph 13 (New): Pursuant to C.G.S. §7-339(f), in the event that a dispute arises between or among any parties to this Agreement, such parties shall make good faith efforts to resolve the matter amicably. In the event that the parties are unable to do so, the dispute shall be adjudicated or settled by the selection of a neutral arbitrator to be provided by the Hartford Regional Office of the American Arbitration Association. The parties to the dispute shall equally bear the costs of arbitration.

G. Steadman photo

Southport Harbor

Fairfield, Connecticut

Past, Present and Future



A Presentation by the
Harbor Management Commission
December 6, 2022

This presentation, prepared by the Fairfield Harbor Management Commission, includes images of Southport Harbor and descriptions of the harbor's history, resources, and exceptional natural and cultural values. Also included is information concerning the Southport Harbor Management Plan and the Commission's responsibilities and ongoing initiatives to manage use and conservation of the harbor in the public interest.

We present these slides as part of our continuing efforts to not only inform the public, but also to encourage everyone who enjoys the harbor to do their best to be good environmental stewards and to act in a manner that will help sustain the harbor for the benefit of future generations.

Please contact us at HMC@fairfieldct.org with any comments, questions, and suggestions.

Thank you for your continued interest and support.

Fairfield Harbor Management Commission



The Town of Fairfield in Southwest Connecticut



Fairfield is a coastal community on the north shore of Long Island Sound, part of the coastal area of the State of Connecticut as defined in the Connecticut Coastal Management Act.

Much of Fairfield's character and quality of life is intrinsically tied to the water and shoreline resources of Long Island Sound and the Town's coastal area.

Among the Town's distinct districts is the Village of Southport.

Southport Harbor

Southport Harbor at the mouth of the Mill River is one of Fairfield's most valuable natural resources — a center of boating activity in western Long Island Sound and one of the most scenic and historic locations on the Connecticut coast.

The harbor played a prominent role in the development of Fairfield and continues to have a significant influence on the Town's quality of life.

Since 1986, the **Fairfield Harbor Management Commission (FHMC)** has principal responsibility for guiding the harbor's beneficial use and conservation.



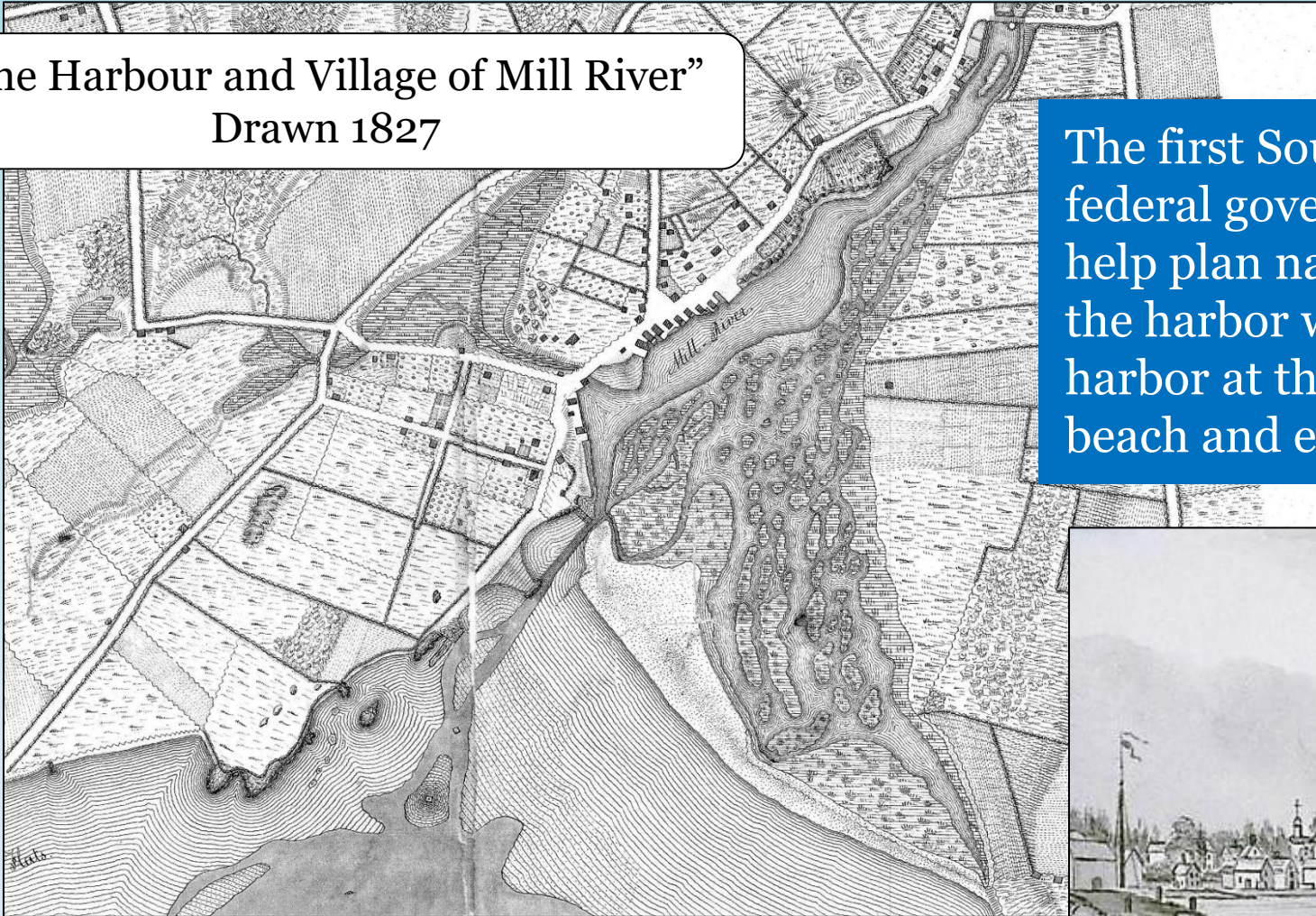
G. Steadman photo



Google Earth

Historic Coast

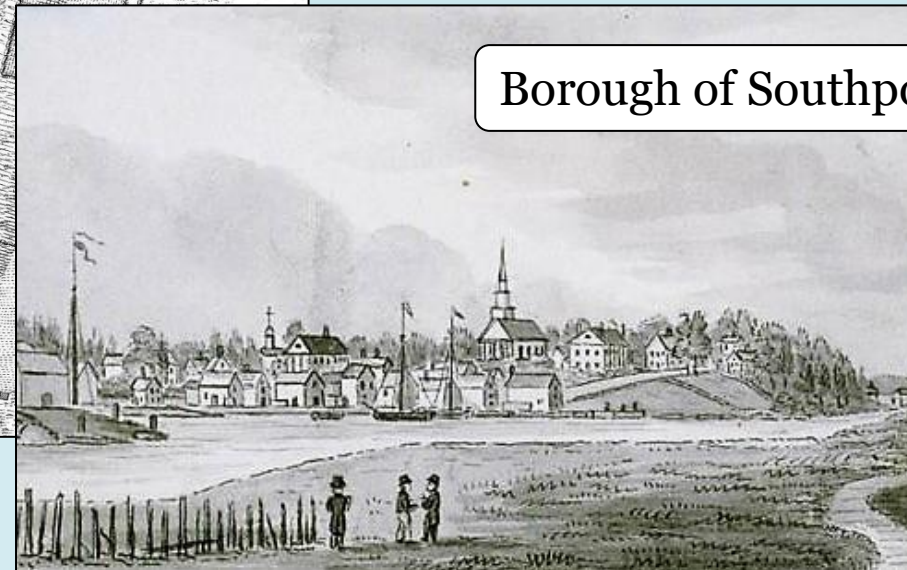
“The Harbour and Village of Mill River”
Drawn 1827



From the 1826 Survey by the U.S. Topographical Engineers

The first Southport Harbor survey by the federal government was conducted in 1826 to help plan navigation improvements, including the harbor wall and jetty. The east side of the harbor at that time was shaped by a barrier beach and extensive tidal marsh.

Borough of Southport



“Connecticut Historical Collections” by John W. Barber, 1836

Historic Maritime Community

Few places have more nautical tradition than Southport Harbor. From about 1760 to 1900 the harbor was a major maritime center, its wharves bustling with activity. In 1836 it was written that “more shipping is owned in this place in proportion to its size than any other place between New York and Boston.”

“Market boats” carried cargoes (notably onions and other local farm products) to distant and nearby ports, and vessels ranging from small sloops to large ocean-going ships were built in shipyards on the west side of the harbor.

Today, the harbor is the centerpiece of a local, state, and National Register Historic District.

Courtesy Pequot Library, Roderick P. Curtis photographer



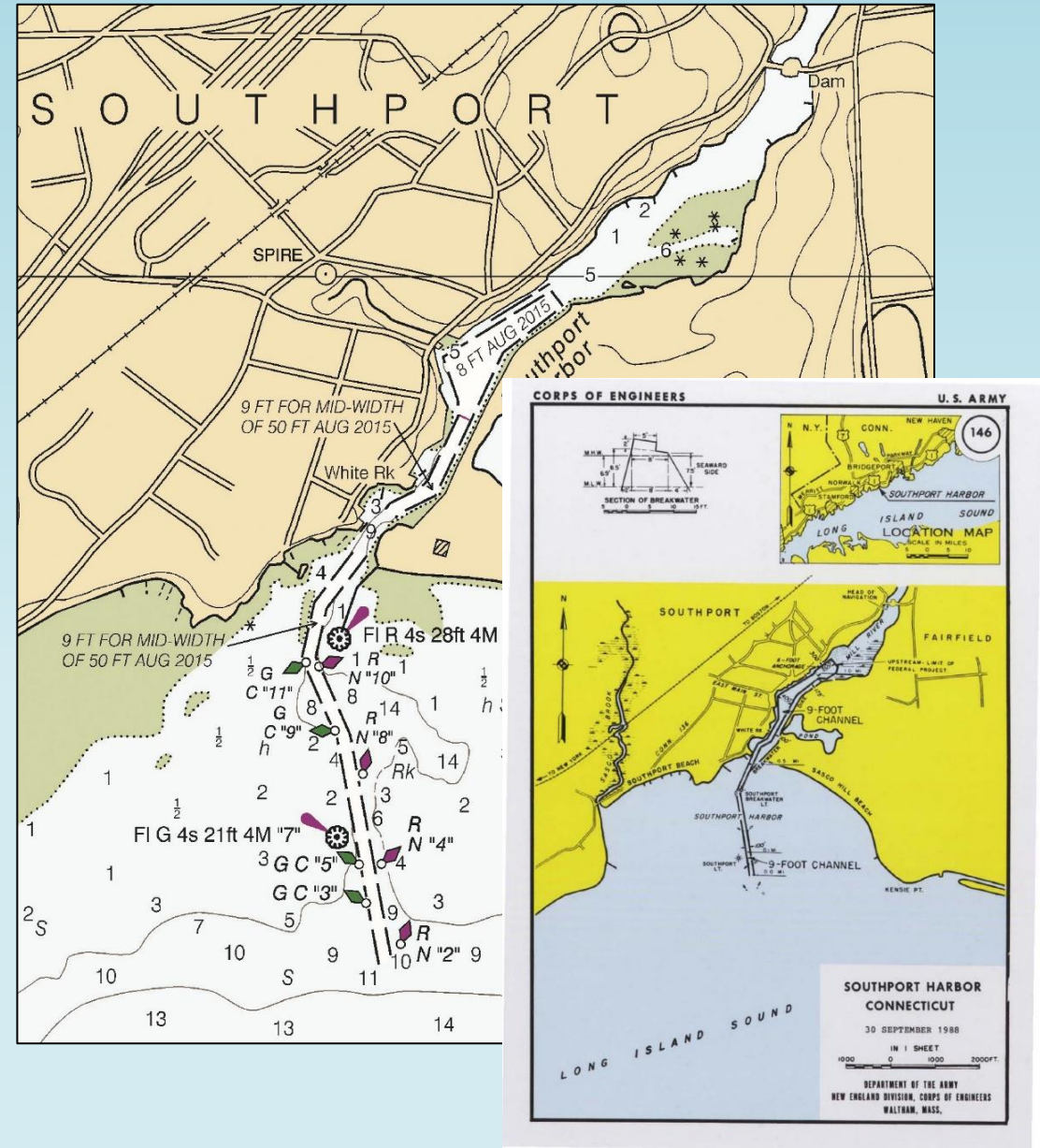
Courtesy Fairfield Museum and History Center

Federal Navigation Project

The Southport Harbor Federal Navigation Project (FNP), first authorized by the U.S. Congress in 1829 and including a designated navigation channel, anchorage area, and jetty, has served the harbor since the early 19th century. This is one of the oldest Federal navigation projects in the United States.

Responsibility for maintaining the FNP, including dredging of the channel and anchorage when funds are available, rests with the U.S. Army Corps of Engineers.

Day to day management of the FNP for the public's use and enjoyment is the responsibility of the Harbor Management Commission.



Center of Recreational Boating

More than 200 sail and power boats are docked, moored, or dry-stored in the harbor. Many visiting vessels enter the harbor on weekends and holidays during the boating season and use public boating facilities and services available pursuant to the Southport Harbor Management Plan.

The harbor supports sail training programs for children and high school students and the Fairfield Community Sailing program, and provides significant opportunities for recreational fishing.



Hugh Smith photos

Public Access

Public access to Southport Harbor from the land is available from three Town-owned properties: Perry Green; the Town Boatyard (historically known as Ye Yacht Yard); and the Lower Wharf.

Views of the harbor are enjoyed from all three locations.

In addition to its boat launching ramp, the Town Boat Yard includes the Town Landing open to the public as required for the Federal Navigation Project.



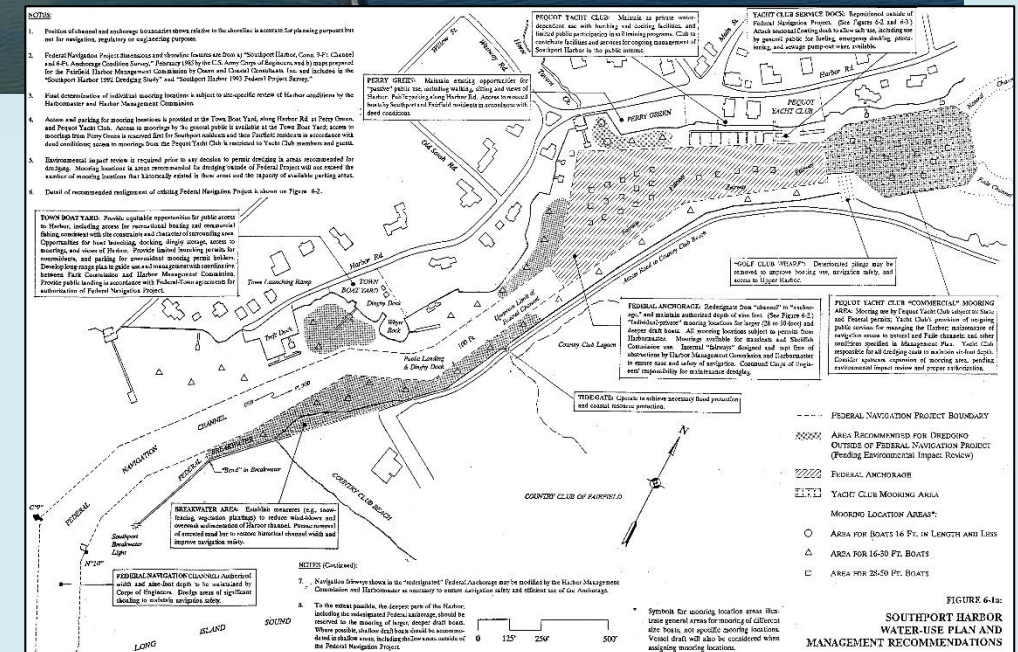
G. Steadman photo

Harbor Management Plan

The Harbor Management Commission is responsible for preparing, maintaining, and implementing the Southport Harbor Management Plan to guide beneficial use of the harbor's coastal and navigable waters and protect and enhance coastal resources.

The Plan was adopted by the Fairfield Representative Town Meeting in 1995 after approval by the State of Connecticut. Its goals, objectives, and policies continue to serve the Town and harbor well after 27 years.

The Plan resolved conflicts and regulatory issues concerning use of the Federal Navigation Project, ensured the project's future maintenance, and made clear the FHMC's oversight authority.



Harbor Management in the State of Connecticut 2022

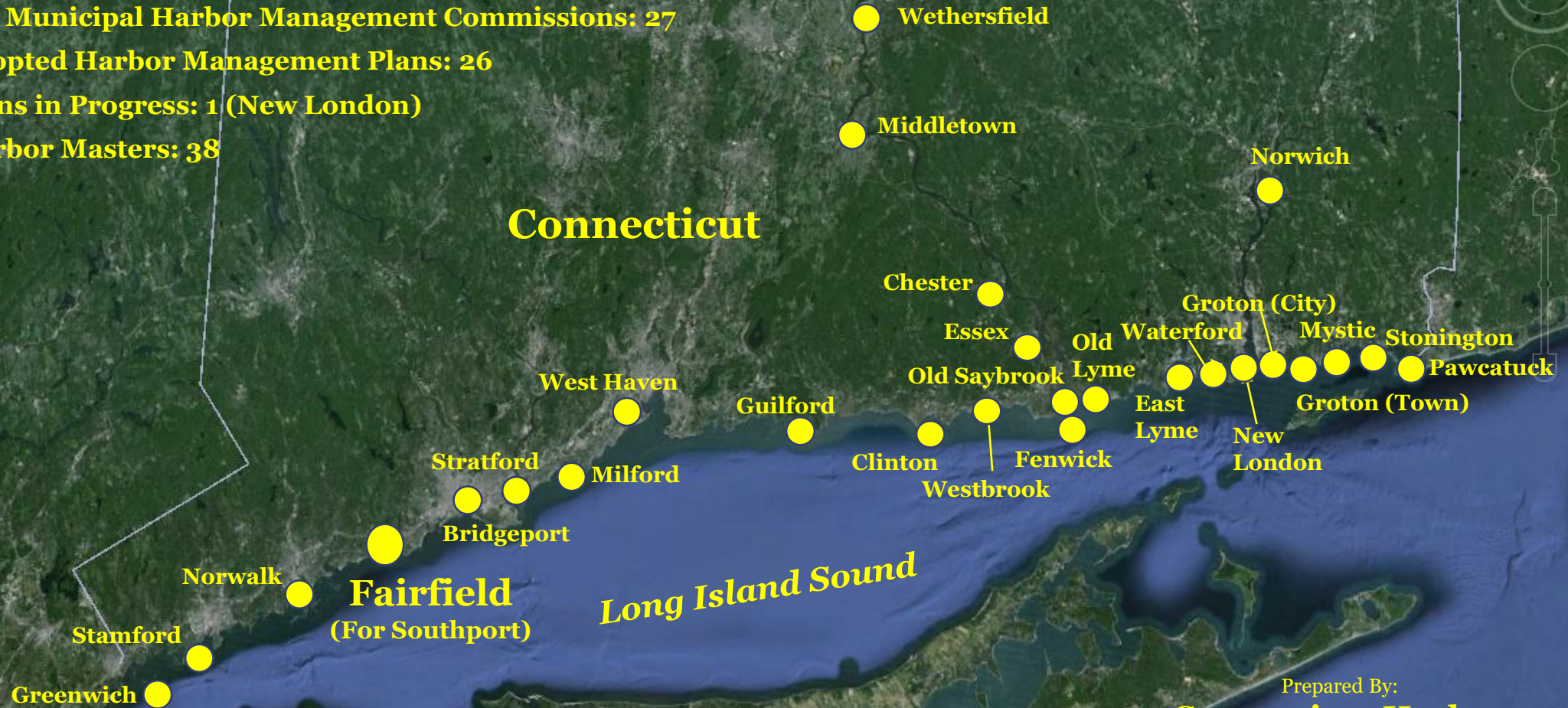
● Municipal Harbor Management Commissions: 27

Adopted Harbor Management Plans: 26

Plans in Progress: 1 (New London)

Harbor Masters: 38

Connecticut



The Southport Harbor Management Plan is one of 26 harbor management plans in CT.

Prepared By:
**Connecticut Harbor
Management Association**

April 2022

Google earth

Imagery Date: 4/9/2013 lat 41.257381° lon -72.774893° elev 10 ft eye alt 106.15 mi

Harbor Management Authorities

Connecticut Harbor Management Act of 1984

Sec. 22a-113k through Sec. 22a-113t of the General Statutes

Authorizes any municipality with navigable waters to establish a harbor management commission and prepare a harbor management plan for the most desirable use of the municipality's waters for recreational, commercial, and other purposes and for the preservation and use of coastal resources.



Harbor Management Ordinance Chapter 24 of the Fairfield Town Code Adopted by the RTM 7-28-1986

Establishes the seven-member Fairfield Harbor Management Commission; directs the FHMC to prepare the Southport Harbor Management Plan; and authorizes the FHMC to exercise the powers, duties, and responsibilities authorized by the CT Harbor Management Act.

State of Connecticut Harbor Master for Southport

Appointed by the Governor upon a recommendation from the FHMC, the Southport Harbor Master has significant responsibilities for managing Southport Harbor in the public interest.

The Harbor Master is a state official but serves as an ex-officio member of the FHMC and must conduct all harbor master duties in a manner consistent with the Harbor Management Plan.

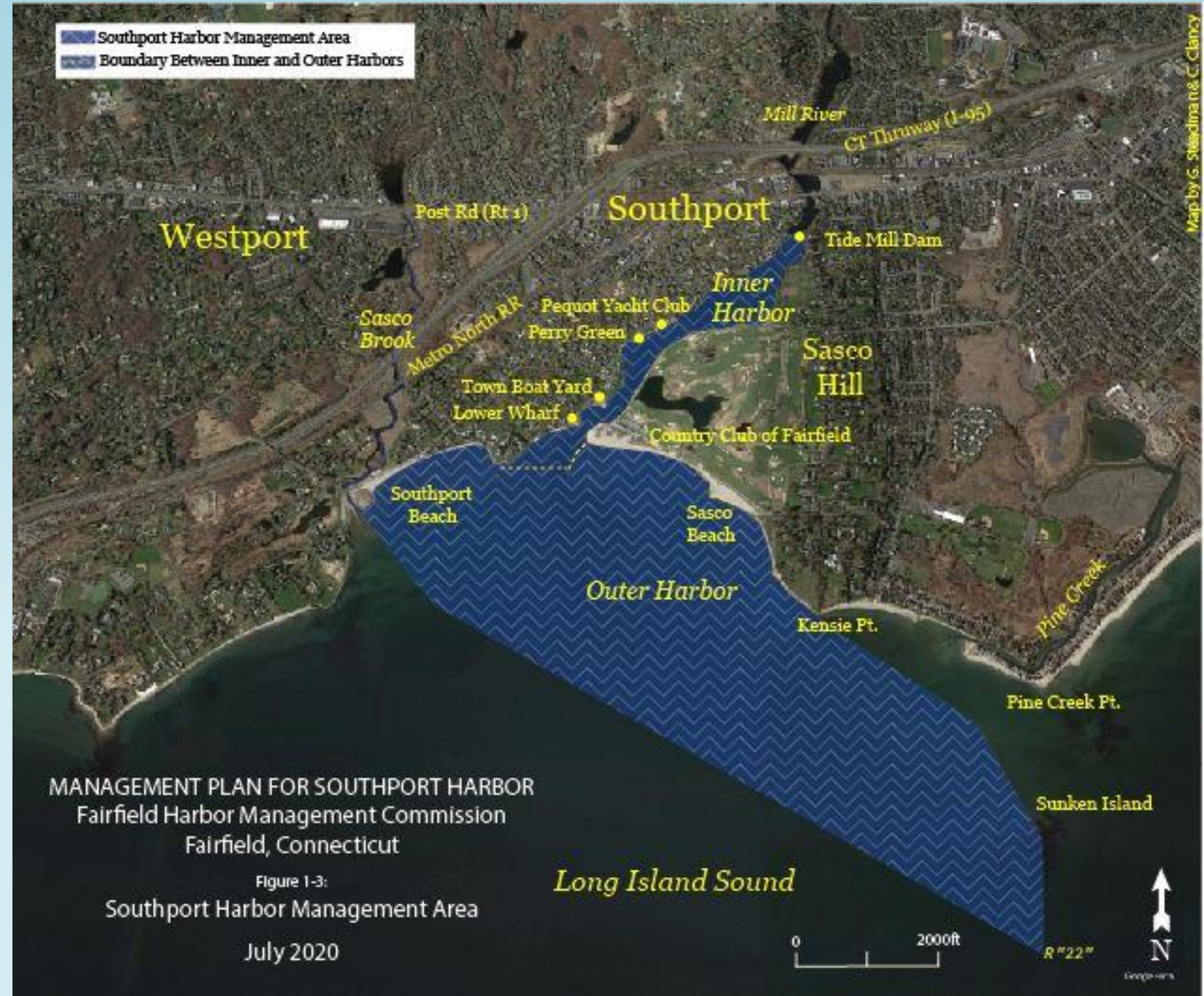
Among other duties, the Harbor Master administers the FHMC's Rules and Procedures for Mooring and Anchoring.



Courtesy Fairfield Museum and History Center

Harbor Management Jurisdiction

The area of jurisdiction of the Harbor Management Commission and Harbor Management Plan is established in the Town Code and in the Plan and is known as the Southport Harbor Management Area, shaded in blue on this aerial image.



Southport Harbor Management Area

The Harbor Management Area includes:

- *Southport Inner Harbor* (from the south end of the federal jetty to the Tide Mill Dam at the head of navigation);
- *Southport Outer Harbor* (west of Kensie Point); and
- The tidal portion of *Sasco Brook* within the bounds of the Town of Fairfield.



Harbor Management Goals and Policies

The Harbor Management Plan's goals and policies establish Fairfield's Vision for safe and beneficial use and conservation of Southport Harbor. The goals and policies guide decisions by the FHMC and provide the basis for harbor improvement projects.

CT Port Survey Commission



Southport Harbor c. 1946

Harbor management goals call for:

- *Public health, safety, and welfare*
- *Recreational boating and other traditional water uses*
- *Environmental conservation*
- *Preservation of maritime heritage and quality of life*
- *Public access to the harbor in appropriate locations*
- *Public support and participation*

G. Steadman photo



Southport Harbor 2015

Public Safety

The FHMC, Harbor Master, Fairfield Police Department Marine Unit, and Pequot Yacht Club (PYC) work together to promote and maintain boating safety. The Marine Unit's high-speed SAFE boat is on-call 24 hours/day as an invaluable asset for emergency response in the entire western Long Island Sound region, along with the Fairfield Fire Department's emergency response boat.

The Harbor Master and PYC staff review everyone's responsibilities for keeping harbor waters safe for resident and visiting boaters, junior sailors, and high school sailing teams training in the harbor.



Harbor Emergency Drill

Hugh Smith photo

Harbor Moorings

To maintain public safety, protect natural and historic resources, and provide for optimum use of the harbor, the Harbor Master must approve the location and use of all boat moorings. The Harbor Master also maintains the mooring waiting list which is open to all on equal terms.

As required by state law and the Town Code, all mooring fees (ranging from \$100 to \$200/year) are deposited in the Town Harbor Management Account and may be used only to improve the harbor for the public and help cover FHMC and Harbor Master expenses.



G. Steadman photos

North Anchorage

Originally part of the Southport Harbor Federal Navigation Project, the North Anchorage was “defederalized” by a Congressional Act in 1996 at the request of the Harbor Management Commission. That same Act modified other aspects of the FNP to resolve navigation conflicts and meet the needs of harbor users as set forth in the Harbor Management Plan.

Defederalization of the North Anchorage enabled the Pequot Yacht Club to maintain its own mooring field as needed for the PYC’s continued viability. In exchange, the PYC provides boating services to the general public and otherwise assists the FHMC and Harbor Master with harbor management in the public interest.



Mooring Maintenance

The mooring tackle inspection program helps ensure that all vessels are moored safely. All Town-owned anchors are removed, inspected, repaired, and re-set on a regular basis.

Under Sec. 24-12C of the Town Code, an annual maintenance charge is collected from all permit holders who use Town-owned mooring tackle. This covers the FHMC's substantial costs to haul, set, inspect, and replace the tackle.



Hugh Smith photos

Boating Services for the Public

The Harbor Management Plan calls for the Pequot Yacht Club to assist the FHMC and Harbor Master with managing the harbor in the public interest. PYC provides moorings and launch service for visiting boaters; allows the public to use its dock to purchase fuel and ice; and provides a vessel waste pump-out facility for public use.

Following the FHMC's guidelines, PYC assists the FHMC and Harbor Master with required inspection, repair, and replacement of all mooring tackle.



G. Steadman photo

Harbor Management Consistency Review

Pursuant to the CT General Statutes and Fairfield Code, the FHMC reviews all proposals affecting the harbor, including plans for docks, dredging, and bulkheads, and provides recommendations to the CT DEEP, Corps of Engineers, and Town agencies. The purpose is to determine the consistency of each proposal with the Harbor Management Plan and to avoid adverse impacts on the harbor.



In the period 2012-17, the FHMC reviewed plans by the Exide Co. for remediation of lead-contaminated sediment from the Mill River and harbor, thereby contributing to successful completion of the largest environmental clean-up project in Town history.

Dredging

Maintenance of the harbor's navigation channel has been a matter of community concern since the 1700s. Today, the federal channel and anchorage remain subject to ongoing shoaling; maintenance dredging is needed from time to time to maintain safe and beneficial operation of the harbor.

At the request of the FHMC, maintenance dredging was most recently accomplished by the Corps of Engineers in 2004-2005.

In 2004 and 2014-15 the Fairfield DPW excavated sand from the sand spit near the entrance channel and from the channel itself and used that sand to nourish Town beaches.

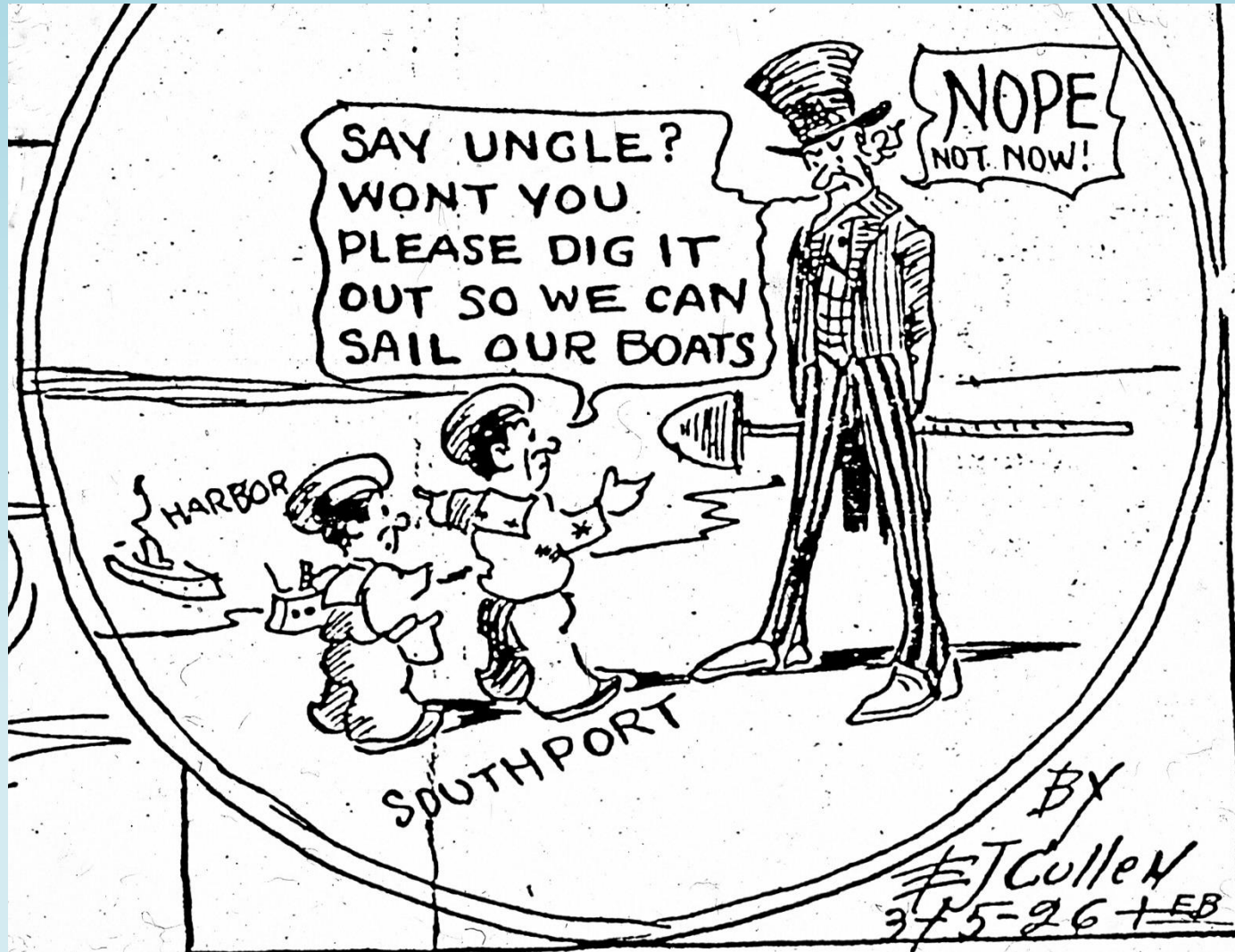


G. Steadman photo



Corps of Engineers Project

Hugh Smith photo



Fairfield News 1926

Dredging: A Complex Process

The dredging process is inherently complex and lengthy, including many regulatory and funding hurdles, and has been that way for many years.

In 1925, the federal government proposed to abandon the federal navigation project in Southport due to the decline of waterborne commerce. That decision was reversed and the project was reauthorized specifically to serve recreational boating.

Special Events

A major harbor event is the annual Blessing of the Fleet and Southport Street Parade to the Lower Wharf held in June. This annual event celebrates the maritime history of Southport and is made possible by the efforts of many Town agencies, volunteer groups, and individuals including the Fairfield Fire Dept., Fairfield Police Dept., Southport Volunteer Fire Dept., Sasquanaug Association for Southport Improvement, Southport Conservancy, Harbor Management Commission, Harbor Master, and many others.



G. Steadman photos



Hugh Smith photo

Responsibilities for Plan Implementation

Implementation of the Harbor Management Plan is pursued through the coordinated actions of all Town, state, and federal agencies with programs and authorities that affect Southport Harbor. Principal responsibility rests with the FHMC.

- Harbor Management Commission
- Representative Town Meeting
- Board of Selectmen
- Other Town agencies
- State of CT Harbor Master for Southport
- State and federal agencies
- Private groups and individuals



Hugh Smith photos

Benefits of the Harbor Management Plan

- Strengthens the Town's role for managing in-water activities (relative to state and federal authorities).
- Sets the Town's long-range vision for use and conservation of Southport Harbor.
- Increases coordination among Town, state, and federal agencies.
- Establishes continuing local forum for expression of interests and concerns.
- Provides formal basis for capital projects and other harbor improvements.



G. Steadman photo

The Harbor Management Plan Strengthens Home Rule

A recommendation of the Fairfield Harbor Management Commission consistent with and supported by the policies of the Harbor Management Plan is to be binding on state officials making regulatory decisions affecting Southport Harbor unless those officials can show cause why a different course of action should be taken.

See Sec. 22a-113n(b) of the Connecticut General Statutes

Note: A 2022 CT Court decision may be seen to diminish established municipal authority for harbor management and is being appealed by the directly affected town to the CT Supreme Court. The FHMC is closely monitoring this case. An amendment to the state's harbor management legislation may be needed to clarify certain long-standing municipal authorities.



Three Harbor Management Priorities in 2022-23



- 1. Update the Harbor Management Plan (including long-range Sand Management Plan).**
- 2. Achieve federal dredging of the entrance channel and sand “spit” adjoining the federal jetty.**
- 3. Complete the Lower Wharf Improvement Project.**

Updating the Plan

Many recommendations in the 1995 Plan have been achieved. The 2023 Plan Update will reflect those achievements, adjust the Plan's goals, objectives, and policies where needed, set new recommendations, and include a long-term, cost-effective Sand Management Plan for maintaining the harbor's entrance channel.

THE MANAGEMENT PLAN FOR SOUTHPORT HARBOR



FAIRFIELD HARBOR MANAGEMENT COMMISSION
FAIRFIELD, CONNECTICUT

MARCH 1995

ADOPTED BY THE FAIRFIELD REPRESENTATIVE TOWN MEETING
EFFECTIVE OCTOBER 9, 1995



Winter 2019.

G. Steadman photo

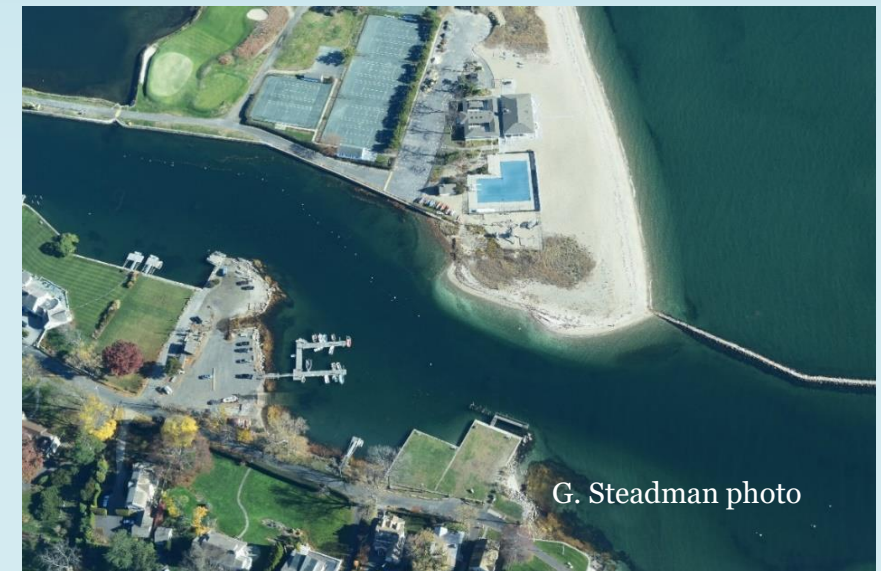
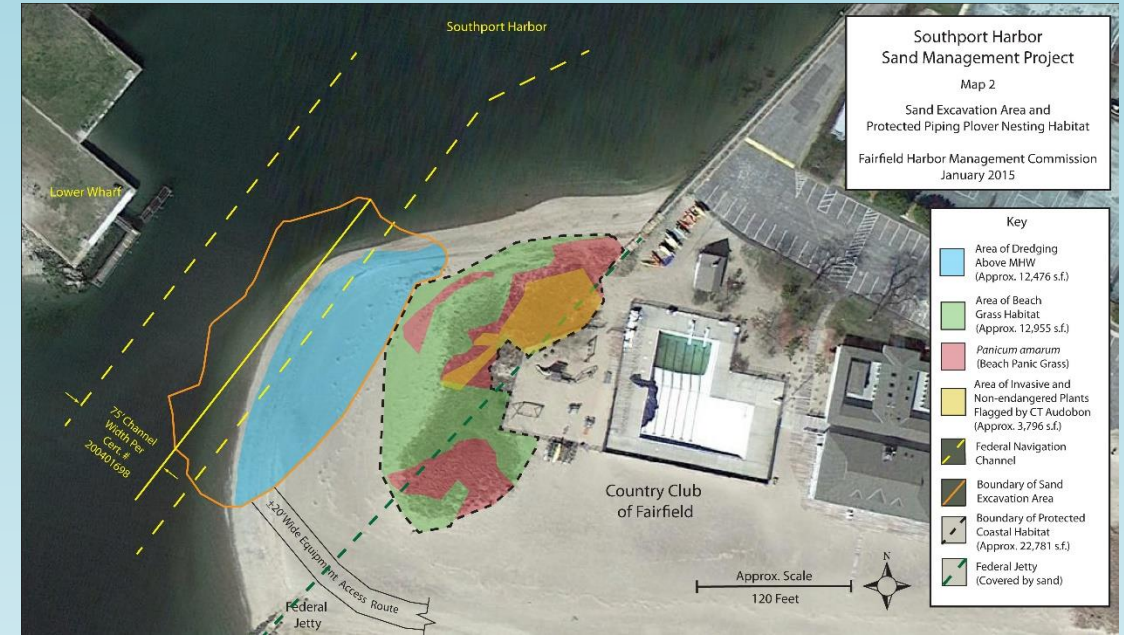


J. Engborg photo

Channel Dredging Project

Over many years, wind-blown and wave-washed sand built up against the east side of the harbor jetty, overtopped the jetty, and accumulated in and near the federal channel, thereby creating the ever-expanding “sand spit” on the west side of the jetty. Efforts to achieve a long-term solution to this problem have been delayed in recent years by the presence of a protected plant species on the sand bar, and by nesting of an endangered bird—the piping plover.

In 2022, the FHMC is working with the Corps of Engineers and CT DEEP on a new federal dredging plan to restore the full, 100-ft. width of the channel during the 2023-24 dredging season while protecting plant and bird habitat and using dredged material to enhance offshore oyster habitat.



Sand Management

The Sand Management Plan, in addition to a dredging plan to restore the 100-foot channel width and use the dredged sand for a beneficial purpose, should also include measures to reduce the natural movement of sand over the harbor jetty. That may require work to expose the jetty and move sand on the updrift (east) side of the jetty.



Lower Wharf Improvement Project

This project designed by the FHMC includes reconstruction of the public boat ramp at the Town Boatyard (historic Ye Yacht Yard) and repair of the piers and wall at the Lower Wharf managed by the FHMC.

Phase 1, involving reconstruction of the boat ramp to the extent possible without dredging, was conducted by the Town DPW in 2016-2017. Phase 2—repairing the Lower Wharf public piers and stone wall — is now proceeding; in 2022, the FHMC is applying for the necessary state and federal permits and pursuing construction funds.



G. Steadman photos



Public Comments and Suggestions

The Fairfield Harbor Management Commission appreciates everyone's interest and support for our continued efforts to manage safe and enjoyable use of Southport Harbor and protect the harbor's exceptional natural and historic resources for the benefit of future generations.

We wish to thank everyone who responded in 2021 to our online harbor management questionnaire as we work to update the Harbor Management Plan. A summary of the responses, including all of the personal comments submitted, is posted on the Town website. We appreciate everyone's thoughtful comments and suggestions.

[www.fairfieldct.org /hmc](http://www.fairfieldct.org/hmc)

Acknowledgments

Fairfield Harbor Management Commission

Kim Taylor (Chair)
Jac Herschler (Vice Chair)
Sam Cargill (Secretary)
Don Hyman
Doug Metchick
Bill Perugini
Eric Sundman
Jeffrey Warren (Alt.)

Bryan LeClerc, Harbor Master
Betty Gabriel, Administrator
Geoff Steadman, Planning Consultant

Sullivan Independence Hall
725 Old Post Road
Fairfield, Connecticut 06824

To contact the Harbor Management
Commission: HMC@fairfieldct.org
or visit us at: www.fairfieldct.org/hmc



G. Steadman photo

Power Point presentation by G. Steadman for the FHMC
Aerial and other photos © as noted. All rights reserved.
Pilot services for aerial photos by S. Ferguson.





MAXIMUM
CAPACITY
TEN
PEOPLE

NO
SWIMMING
OR
BOATING
FIELD PD