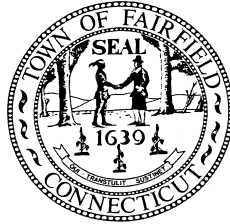


# **2021 ANNUAL REPORT**



## **Affordable Housing Committee Town of Fairfield**

**Stephen Grathwohl, Chair**  
**Cynthia Sammarco, Vice-Chair**  
**Joanne Csonka**  
**Helene Daly**  
**Carrie Makover**  
**Sheila Dravis**  
**Nancy Lyons**  
**Gretchen Goethner, Recording Secretary**

**February 2021**

## 2021 ANNUAL REPORT Affordable Housing Committee

*The mission of the Affordable Housing Committee (AHC) is to promote a full range of housing choices for households of all incomes and ages in the Town of Fairfield.*

### Overview

During this past year, the Affordable Housing Committee:

- Reviewed and submitted comments on the proposed text amendment for the planned development at Fairfield Metro Center, advocating for an increase in the inclusionary set aside from ten (10%) to fifteen percent (15%).
- Approved an allocation of up to \$295,000 from the Housing Trust Fund to purchase 350 Quincy Street to facilitate the future redevelopment of Parkview Commons.
- Prepared an application process and form to consider future funding requests from the Housing Trust Fund.
- Worked with the Fairfield Senior Advocates and FairPlan to introduce a proposed text amendment to further the development of accessory apartment dwelling units (ADUs). As of this writing, a decision on the proposed amendment is still pending before the Town Plan & Zoning Commission.
- Recommended an allocation of \$15,000 from the Housing Trust Fund to enable the Affordable Housing Committee to update the Town's Affordable Housing Plan in accordance with CGS 8-30j.

<u>Key Statistical Data</u>	2000	2010	2020	% Chnge <sup>1</sup>
Population	57,340	59,404	61,740	3.9%
Average Household Size	2.61	2.69	2.8	
Median Household Income	\$83,512	\$106,767	\$139,122	30.3%
Median Sales Price of a SF Home	\$343,750	\$520,000	\$675,000	29.8%
Sales Price to Income Ratio	4.1	4.9	4.9	
Number of Residential Sales	795	605	1,089	80.0%
Number of Residential Sales < \$300,000	272	61	31	(49.1%)
% of Residential Sales < \$300,000	34.2%	10.1%	2.8%	
Total Number of Housing Units	21,029	21,648	22,160	2.3%
Percentage of Affordable Units (DECD) <sup>2</sup>	2.71%	2.21%	2.47%	

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<sup>1</sup> This column measures the percentage change between 2020 and 2010.

<sup>2</sup> In developing the Affordable Housing Appeals List, the Department of Economic & Community Development (DECD) counts only governmentally assisted housing, rental housing occupied by persons receiving rental assistance, housing financed by the CT Housing Finance Authority (CHFA) and deed-restricted properties. For a complete description of this program or to see how other towns rank in comparison to Fairfield, please see <http://www.ct.gov/ecd>.

## Moratorium Status

	HUEP Required	Estimated HUEP	GAP
Dwelling Units per Census = 21,648	433	374.75	58.25
	<b>Existing</b>	<b>In Progress</b>	<b>Total</b>
Governmentally Assisted	134.00	0.0	134.00
Deed Restricted Ownership	44.50	0.0	44.50
Deed Restricted Rental	50.00	0.0	50.00
Set Aside Developments	103.75	100.25	204.00
Inclusionary Zoning Units	42.50	28.50	71.00
Total HUEP	374.75	128.75	<b>503.50</b>

“In Progress” includes projects either under construction or approved, which are expected to go forward, including a 92-unit set aside development at 92, 140 Bronson Road that was decided on appeal. Added to the Town’s inventory this year are a set aside development at 1675 Post Road (Post Road Lofts) and the mixed use development at 1401 Kings Highway (Alto Fairfield). Only units constructed or newly deed restricted after July 1990 can count toward a moratorium application, and only after a certificate of occupancy has been issued.

## Housing Trust Fund

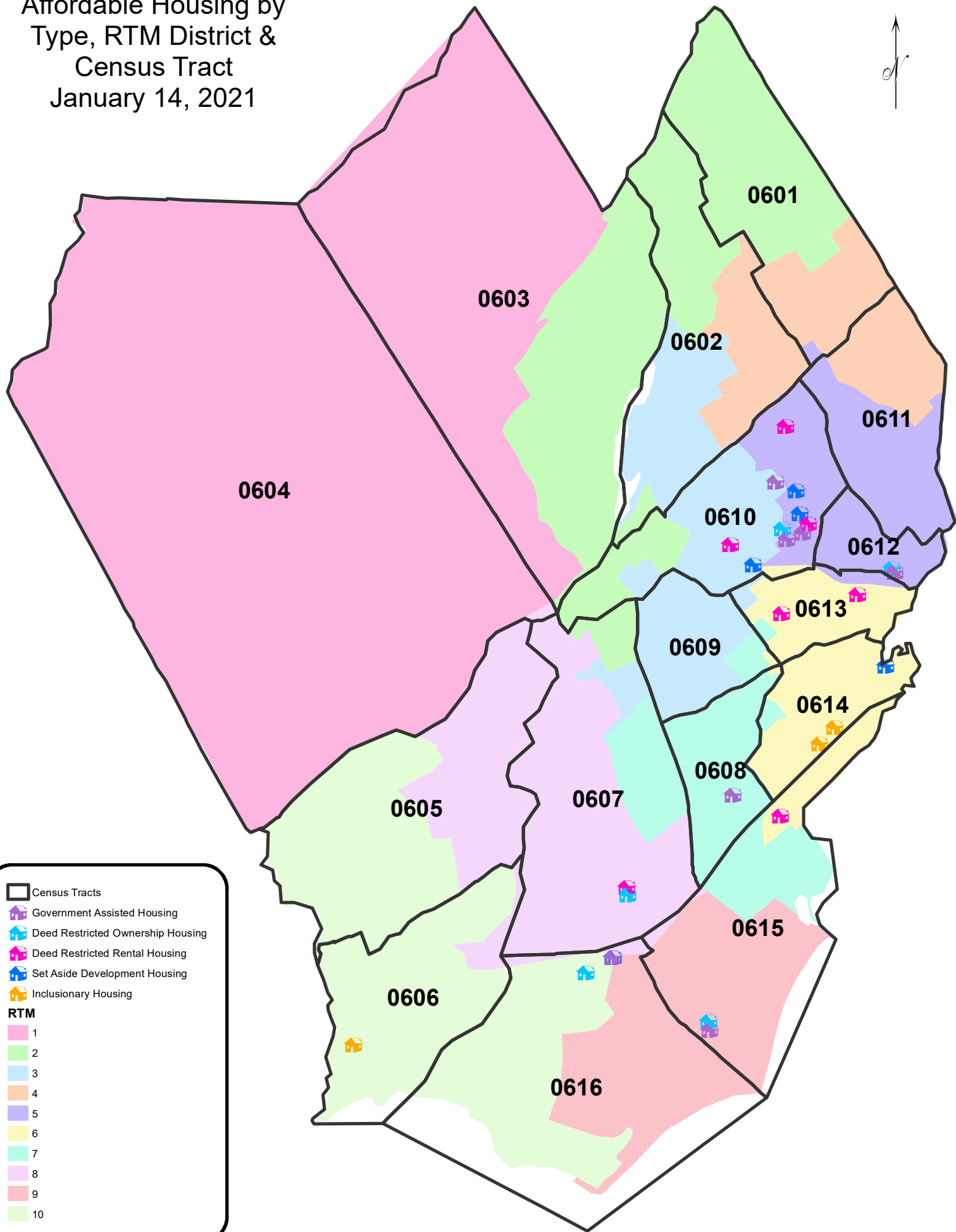
The Housing Trust Fund was established by ordinance in March of 2018. As of December 31, 2020, the Housing Trust Fund had a balance of \$561,756.43. The Affordable Housing Committee approved \$295,000 from the Fund to purchase 350 Quincy Street to further the redevelopment of Parkview Commons. The Committee also approved an allocation of \$15,000 toward the cost of updating the Town’s Affordable Housing Plan as required by CGS 8-30j, which is not reflected in the statement of fund balance presented below.

<b>Balance as of 12/31/2019</b>	<b>\$ 673,870.39</b>
<b>Income-Fees</b>	<b>\$ 176,970.25</b>
<b>Disbursements</b>	
<b>350 Quincy Street</b>	<b>\$ 289,084.21</b>
<b>Balance as of 12/31/2020</b>	<b>\$ 561,756.43</b>

**Affordable Housing Plan  
Progress Report**

#	Status	Action Item/Recommendation	What's Been Done	Present Status
1	Completed	Create at least 100 newly affordable housing units in Fairfield by 2024.	100 units of affordable housing have been built since the plan was adopted.	There are an additional 151 units of affordable housing either approved or already under construction.
2	Progressing	Obtain an initial moratorium from CGS 8-30g by 2018.	433 HUEP are required. The Town has amassed an estimated 374.75 HUEP as of 12/28/20, an increase of 250.75 HUEP or 202% from plan adoption.	On-Going. Several projects totalling 49 HUEP are either under construction or scheduled to break ground, with more in the pipeline. Only projects built and occupied qualify.
3	Complete	Establish a "Housing Fund" in 2015.	The RTM established a Housing Trust Fund by ordinance on 3/26/18	Completed. The AHC committed funds for its first project (Parkview Commons). The AHC is finalizing an application process for outside entities seeking funds. The Fund has a balance of \$561,756 as of 12/31/20.
4	Complete	Adopt an "inclusionary zoning" fee in 2015.	The TPZ adopted an inclusionary zoning fee of .005% on new construction & building additions, which took effect on 10/1/18	Completed. The fee has generated nearly \$900K since it took effect.
5	Complete	Establish a model housing "affordability plan" and a model deed restriction in 2015	The AHC prepared a model plan, annual compliance report and deed restriction, which were presented to the TPZ on 6/10/16.	Completed. The model plan and compliance reports are in use. The CED Office reviews annual compliance reports submitted to TPZ.
6	Progressing	Update accessory apartment regulations in 2015	The AHC proposed zoning amendments in September 2020, which is currently pending before TPZ. There are 150 legal ADUs, though none have recorded deed restrictions.	The AHC initially prioritized other actions deemed to be more impactful, but has worked with Fairfield Senior Advocates and FairPlan to propose regulatory changes earlier this year.
7	Complete	Adopt an "inclusionary zoning" regulation in 2016.	The TPZ adopted an inclusionary zoning regulation on 8/25/15 requiring developments with more than 10 housing units to set aside 10% of the units as BMR units.	Completed. Since its adoption, the TPZ has approved thus far seven projects totalling 91 BMR units
8	Complete	Adopt an "Incentive Housing Zone" in 2016.	The TPZ made minor changes to its regulations to reduce the threshold needed to qualify for a 50% density bonus if the development was creating affordable units.	Completed. The AHC is recommending that TPZ increase the set aside requirements in the TOD zone and revisit DRD density requirements as part of a plan update.
9	Progressing	Investigate the opportunity to create affordable housing through a tax relief or other program by 2017.	Monitored discussion/updates to Town's tax relief programs at RTM	On-Going. The AHC has considered providing special financing or some other type of inducement to incentivize owners to deed-restrict accessory dwelling units.
10	Incomplete	Obtain a subsequent moratorium from CGS 8-30g.	The Town is progressing towards an initial moratorium; however, only units built and occupied count toward the moratorium.	Not Applicable.
11	Progressing	Continue to educate Fairfield residents on the need for affordable housing	The AHC has conducted or sponsored numerous workshops or forums on housing choice and CT's affordable housing laws (CGS 8-30g)	On-Going.

Affordable Housing by  
Type, RTM District &  
Census Tract  
January 14, 2021



- Census Tracts
- Government Assisted Housing
- Deed Restricted Ownership Housing
- Deed Restricted Rental Housing
- Set Aside Development Housing
- Inclusionary Housing

RTM

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

**Town of Fairfield**  
**Grant Application Request**

**Date:** January 8, 2021

**Requesting Department:** Human and Social Services

**1. Grant Name:**

State of CT 5310 Bus Grant

**2. Grant Request:**

\$56,800 (80% of cost of a new bus). New bus prices is \$71,000.

**3. Anticipated Town Share:**

\$14,200 (20% of cost of bus from Senior Center Donations)

**4. Purpose of Grant:**

To purchase a handicapped accessible 12-seater bus with wheelchair lift. The bus will replace another in the fleet that has outlived its useful life. We maintain a five-bus fleet.

**5. Town Interest:**

As above, the grant will help us replace an older bus with a new, handicapped accessible bus with a wheelchair lift.

**6. Estimated Additional Long-range Costs:**

Fuel, maintenance, inspections, lift maintenance – approximately \$4,500/year.

**Print Name:** Julie DeMarco

**Signature:** 

**CFO Recommendation:**

Approve

Deny

**Signature:** \_\_\_\_\_

**First Selectwoman:**

Approve

Deny

**Signature:** \_\_\_\_\_

## SECTION I. APPLICANT INFORMATION

Legal Name of Organization: **Town of Fairfield Bigelow Center for Senior Activities**Address: **100 Mona Terrace**City/Town: **Fairfield**Zip code: **06824**Website: **www.fairfieldct.org/bigelowcenter**Phone Number: **203-256-3169**Contact Name: **Julie DeMarco**Contact Title: **Director of Human and Social Services**Contact Email Address: **jdemarco@fairfieldct.org**

Agency/Organization Type:

☐ Private Nonprofit Organization\*☒ State or Local Governmental Entity**\*Additional Requirement**

If your organization is a Private Nonprofit Organization (NPO), include a copy of your *Articles of Incorporation* with this application, even if your organization has previously received Section 5310 grant funding.

Description of Organization Mission &amp; Purpose (Limited to 400 Characters):

**The Fairfield Human Services Department provides services and assistance to residents of Fairfield who are seniors, people with disabilities and anyone ages 18 and older. The mission of the Bigelow Center for Senior Activities is to provide services and programs for older adults that promote well-being, support independence, and encourage involvement in community life.**

Description of Transportation Services Provided (Limited to 400 Characters):

**The Bigelow Center provides curb-to-curb bus services to Fairfield residents ages 60 and older; people with disabilities; and veterans, for daily trips to the senior center and social services; weekly grocery shopping; medical appointments; excursions the the shopping mall and hairdresser, barber, library; and special local trips within the State of Connecticut.**

Current Transportation Service Operating Hours:

	Start (AM/PM)	End (AM/PM)	# of Passenger Trips
Sunday			
Monday	8:30	4:00	60-85
Tuesday	8:30	4:00	65-85
Wednesday	8:30	4:00	60-75
Thursday	8:30	4:00/8:30 (seasonal)	65-90
Friday	8:30	3:30	50-70
Saturday			

Current Transportation Service Area (Limited to 750 Characters):

**Fairfield, Bridgeport and Trumbull (medical appointments - Bridgeport, Trumbull; mall - Trumbull). West Haven for VA trips.**

Description of Current Coordination Efforts w/ NPOs or Municipalities to Provide Transportation Service\*  
(Limited to 750 Characters):

**Our transportation information is available for town residents on the Fairfield Human Services and Bigelow Center for Senior Activities websites. Also available on the websites are links to GBT Dial-a-Ride transportation, taxi information, and agencies that make rides for seniors available for a cost. Paper copies of each available transportation service and options are available upon request. Our department meets with disabilities on a regular basis with SWCAA (Southwestern Connecticut Area Agency on Aging), which include senior center directors; municipal agents for the Veterans, Aging and People with Disabilities to review and discuss transportation options for seniors and people with disabilities.**

**\*Additional Requirement**

If your organization currently coordinates with an NPO or municipality to provide transportation service or share a vehicle, include a copy of your interagency agreement with this application.

Description of Contracted Transportation Services & Identification of Service Provider\*:

(If your organization does not currently contract out service, indicate as such)

**We do not contract out services.**

**\*Additional Requirement**

If your organization currently contracts out service, include a copy of the service agreement with this application.

How do you manage access to your organization's transportation services? Select any passenger or service restrictions that apply and explain below.

- ☒ Restrictions on destination or origin
- ☒ Restrictions on trip purpose
- ☒ Restrictions by membership and/or fee
- ☒ Restrictions by residency

Explanation:

**For transportation to and from the Bigelow Center, and for medical appointment from rider homes to appointment and back, are restricted to Fairfield residents. Day trips leaving from the Center to an activities, outing for a group are available to all Bigelow members, regardless of where they live. Riders are charged .50 per trip (\$1.00 roundtrip) to use transportation services. Fees are waived for those who cannot afford them.**

Number of Drivers with (only) a Public Passenger Endorsement (PPE):

**0**

Number of Drivers with a Commercial Driver's License (CDL):

**6**



## 2020 TRADITIONAL SECTION 5310 CAPITAL APPLICATION

Number of Vehicles in Current Fleet:

5

**\*Additional Requirement**

Include the Current Vehicle Inventory Sheet containing a complete listing of your organization's vehicles with this application. Organizations with more than sixty (60) vehicles in their fleet may add to the spreadsheet.

## SECTION II. PROJECT PROPOSAL

1. Is your organization requesting funding for one (1) or two (2) vehicles?

☒ One (1)

☐ Two (2)

2. Identify the type of vehicle(s) your organization is interested in obtaining. Refer to the Application Instructions for vehicle specifications and seating capacity.

	Vehicle Type								
	Conf. A	Conf. B	Conf. C	Conf. D	Conf. E	Conf. F	Conf. F-a	Conf. G	Conf. H
Example	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Why is your organization requesting funding? Select one.

Vehicle 1	Vehicle 2
<input checked="" type="checkbox"/> Replace a current vehicle in the fleet <input type="checkbox"/> Expand on existing service <input type="checkbox"/> Offer new service  If requesting funding for a replacement vehicle, has the vehicle to be replaced reached its useful life*? <b>Yes.</b>	<input type="checkbox"/> Replace a current vehicle in the fleet <input type="checkbox"/> Expand on existing service <input type="checkbox"/> Offer new service  If requesting funding for a replacement vehicle, has the vehicle to be replaced reached its useful life*?

**\*Additional Requirement**

If your organization wants to replace a vehicle that has not met its useful life but requires excessive maintenance, include a document that describes the major component problems. These may include repeated engine replacement, excessive brake and transmission replacement, excessive repairs during the warranty period due to a design flaw, or repair costs that amount to more than the vehicle replacement cost. Attach copies of the repair bills, as well as letters submitted to the vendor and/or original equipment manufacturer to this application.

4. Indicate the vehicle(s) from the Current Vehicle Inventory Sheet that your organization would replace, if applicable. Select up to a maximum of two (2).

<input type="checkbox"/> Vehicle 1	<input type="checkbox"/> Vehicle 8	<input type="checkbox"/> Vehicle 15
<input checked="" type="checkbox"/> Vehicle 2	<input type="checkbox"/> Vehicle 9	<input type="checkbox"/> Vehicle 16
<input type="checkbox"/> Vehicle 3	<input type="checkbox"/> Vehicle 10	<input type="checkbox"/> Vehicle 17
<input type="checkbox"/> Vehicle 4	<input type="checkbox"/> Vehicle 11	<input type="checkbox"/> Vehicle 18
<input type="checkbox"/> Vehicle 5	<input type="checkbox"/> Vehicle 12	<input type="checkbox"/> Vehicle 19
<input type="checkbox"/> Vehicle 6	<input type="checkbox"/> Vehicle 13	<input type="checkbox"/> Vehicle 20
<input type="checkbox"/> Vehicle 7	<input type="checkbox"/> Vehicle 14	<input type="checkbox"/> Other (specify):

## 2020 TRADITIONAL SECTION 5310 CAPITAL APPLICATION

5. Describe how your organization would use the vehicle(s) to serve seniors and/or individuals with disabilities.

**We will be replacing a vehicle in our current fleet. This vehicle will be one of the main transports for our riders, including seniors and people with disabilities, who require transportation to and from medical appointments. The bus will also be used for Bigelow Center senior riders and shoppers.**

6. What is the proposed service area? List all of the towns that the vehicle(s) would regularly travel to and indicate the primary service location(s).

**Fairfield, Bridgeport and Trumbull**

7. Specify the hours of operation and expected number of one-way trips **per day** for the requested vehicle(s).

	Vehicle 1			Vehicle 2		
	Start (AM/PM)	End (AM/PM)	# of Passenger Trips	Start (AM/PM)	End (AM/PM)	# of Passenger Trips
Sunday						
Monday	8:30	4:00	60-85			
Tuesday	8:30	4:00	65-85			
Wednesday	8:30	4:00	60-75			
Thursday	8:30	4:00/8:30 (seasonal)	65-90			
Friday	8:30	3:30	50-70			
Saturday						

8. What gap identified in the Locally Coordinated Public Transit Human Service Transportation Plan (LOCHSTP) does your organization's proposal address? Select all that apply.

### Information & Awareness Gaps

- ☐ Inter-regional coordination
- ☐ Informational awareness & service marketing
- ☒ Centralized information resource
- ☐ Passenger training

### Geographical Gaps

- ☐ Service to/from rural areas
- ☐ Inter/Intra-regional transportation

### Temporal Gaps

- ☐ Weekday off-peak service
- ☐ Weekend service
- ☐ Holiday service
- ☐ Urgent Non-Emergency Medical Transportation (NEMT)
- ☐ Same-day service

### Client Gaps

- ☐ Non-ADA eligible service
- ☒ Door-to-Door service
- ☐ Door-through-Door service

## 2020 TRADITIONAL SECTION 5310 CAPITAL APPLICATION

### Service Quality Gaps

☒ Accessible vehicle (non-taxi)

☐ Other (specify):

9. Explain how the current transportation services in your area are insufficient in serving the needs of seniors and individuals with disabilities.

**A majority of Fairfield residents, including those in senior housing, who are 62 y/o and older, and people with disabilities who do not reside within 3/4 miles of a bus stop, are ineligible for GBT Access, door-to-door service. Many are also not within walking distance of a bus stop to take public transportation. A majority of our riders are low-income, or unable to afford a taxi or ride-share. Our ridership consists of regular users who rely on affordable or no-cost transportation to meet their basic needs (banking, food shopping, medical appointments).**

10. How would your organization's vehicle(s) fulfill the unmet needs identified in question #9?

**We will continue to provide access to seniors and people with disabilities not living within 3/4 miles of a fixed route.**

11. How would your organization inform seniors and individuals with disabilities about the service provided with the vehicle(s)?

**Public notices, website content feeds and links to transportation information, written newsletters and weekly email blasts to our senior center members. In addition we are in the published "Senior To Go Guide," the "KnowHOWtoGo.org," and included in the Town of Fairfield Parks and Recreation brochure. We provide senior and disabled housing, the three Fairfield libraries, medical offices, supermarkets and town offices with our newsletters monthly.**

12. How would your organization inform seniors and individuals with disabilities with Limited English Proficiency about the service provided with the vehicle(s)?

**While most people in Fairfield are proficient in the English language, based on 2010 Census SF 3-Sample data, 84% of the population speak only English or speak another language but speak English "very well" or "well." We work closely with schools, senior and disabled housing, assisted living facilities, to make available information and access to transportation for all, including those with limited English proficiency. Social Services, located in the Bigelow Center, provides services to many LEP individuals and families and provide information to clients and their families. Fairfield has on average, one or two requests per month for an interpreter. We are most likely to encounter LEP individuals through office visits, phone conversations and notifications from the office of impacts on services and fare increases. We use point-to guides to assist drivers and passengers/ Fairfield transportation utilizes the bi-lingual drivers and social services staff to translate documents into both Portuguese, Spanish and Hungarian translation if needed. Utilizing the resources of 211 InfoLine to collect information on language barriers is another option. 211 InfoLine has a very good language assistance program since they are a major resource in delivering non-emergency information services to the state's population.**

13. Estimate the number of individuals in the following groups to be served by the vehicle(s):

<b>10</b> Black	Pacific Islander	Alaskan Native	<b>186</b> White
<b>11</b> Hispanic	American Indian	<b>8</b> Asian	<b>2</b> Other

## 2020 TRADITIONAL SECTION 5310 CAPITAL APPLICATION

14. Explain how the number of individuals in question #13 were estimated. Note that organizations not currently collecting this information from passengers may request it on a voluntary basis.

**Figures determined based on unduplicated number of riders served and town demographics.**

15. Would your organization coordinate with an NPO or municipality to provide service using the vehicle(s) or to share the vehicle(s) during off-peak hours?

<input type="checkbox"/> Yes  Explain the coordination in detail:	<input checked="" type="checkbox"/> No  Explain any ongoing discussions or proposed plans to coordinate that have not yet been implemented:
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16. Would your organization operate the service provided with the vehicle(s) or contract out the service?

<input checked="" type="checkbox"/> Applicant would operate service  How does your organization determine that there are no (other) nonprofit organizations readily available in the area to provide the proposed service? <b>The existing services provided by GBT Dial-a-Ride and other agencies are useful and helpful, but insufficient to meet the growing needs of seniors and people with disabilities, as a variety of choices are necessary to accomodate their needs; to be flexible with timing; to manage multiple medical and personal appointments; and to be available for planning and scheduling. Dial-a-Ride is very easy to work with, but bus availabiiltiy and long waits before or after appointments present unique challenges to our clients who need assistance, with respect to scheduling for appointments based on caregiver of family availability to accompany rider.</b>	<input type="checkbox"/> Contracted provider would operate service  Identify the service provider below:
--	--

17. Has your organization published a Public Notice in a major newspaper to notify other transportation operators of your intent to apply for Section 5310 capital funding\*?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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### \*Additional Requirement

Attach evidence of efforts made to notify other transportation providers of your proposed service. This must include

- 1) A copy of the Public Notice as it was published
- 2) A paid invoice from the newspaper (tear sheet)

## 2020 TRADITIONAL SECTION 5310 CAPITAL APPLICATION

- 3) A copy of each letter sent to transit operators in the proposed service area no less than one week prior to the publish, and
- 4) Any written comments received from interested parties

18. How does your organization's request for vehicle funding complement other sources of funding or grants received from local, state and/or federal public resources?

**The Bigelow Center of Senior Activities will continue to work with GBT and local agencies, as well as our social services staff, to ensure we are serving those not eligible for other services. Our staff are well-acquainted with client case workers and family members of our riders, allowing us to better coordinate transportation among providers. We will continue to assist eligible riders to apply for GBT Access and Taxi Voucher programs, and arrange transportation with them through GBT as needed.**

19. How would your organization resolve a complaint regarding the vehicle(s) or service?

**Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the Town of Fairfield may file a Title VI complaint by completing and submitting the Town of Fairfield Title VI Complaint Form. The Town of Fairfield investigates complaints received no more than 180 days after the alleged incident. The Town of Fairfield will process complaints that are complete.**

**Once the complaint is received, the Town of Fairfield will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office. The Town of Fairfield will notify the Connecticut Department of Transportation's Title VI Coordinator of any Title VI complaints filed, within 10 business days of receipt.**

**The Town of Fairfield has 60 days to investigate the complaint. If more information is needed to resolve the case, Town of Fairfield may contact the complainant. The complainant has 60 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 60 business days, the Town of Fairfield can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.**

**After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or any other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days after the date of the letter or the LOF to do so.**

**A person may also file a complaint directly with the Connecticut Department of Transportation, Office of Contract Compliance, Attn: Title VI Coordinator, 2800 Berlin Turnpike, Newington, CT 06111; or directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.**

20. Who in your organization would be responsible for ensuring timely maintenance of the vehicle(s),

**2020 TRADITIONAL SECTION 5310 CAPITAL APPLICATION**

completing quarterly reporting and communicating with the Connecticut Department of Transportation (CTDOT)? Include the name, title and contact information of the responsible individual(s) for each.

	Name	Title	Email Address	Phone Number
Maintenance:	Geoff Cornwell	Garage Supervisor	gcornwell@fairfieldct.org	203-256-3185
Reporting:	Julie DeMarco	Director, Human and Social Services	jdemarco@fairfieldct.org	203-256-3169
Communication:	Julie DeMarco	see above	see above	see above

21. Where would the vehicle(s) be located when not in use?

**Bigelow Center for Senior Activities, 100 Mona Terrace, Fairfield, CT 06824**

22. Who would perform preventative maintenance and repairs on the vehicle(s)?

**Town of Fairfield DPW Garage will perform general repairs/service; Hine Brothers Truck for D.O.T. inspections; Advanced Wheels for wheelchair lift service and inspections.**

23. Who would perform preventative maintenance and repairs on the vehicle lift(s)?

**Advanced Wheels, 650 Coe Avenue, East Haven, CT 06512**

24. Describe your organization's proposed maintenance plan and schedule for the vehicle(s).

**Our vehicles are scheduled and inspected quarterly by Fairfield DPW Garage. Vehicle D.O.T. inspection and wheelchair lift preventive maintenance/inspection are annual.**

## SECTION III. ANNUAL BUDGET

## VEHICLE 1

<u>Estimated Operating Expenses<sup>1</sup></u>	
a. Wages, Salaries & Benefits	\$144,405.00
b. Maintenance & Repair	\$4,500.00
c. Fuel	\$11,836.00
d. Insurance	\$
e. Administrative Overhead & General Expenses:	\$
f. Contract Services:	\$
g. Other Expenses (specify):	\$
<b>TOTAL OPERATING EXPENSES</b>	<b>\$164,096.00</b>
<u>Estimated Operating Income<sup>2</sup></u>	
a. Passenger Revenue	\$4,900.00
b. Other Funding Sources (Ex. Agency budget, Fundraisers, Other grants)	
Funding Source 1 -	\$
Funding Source 2 -	\$
Funding Source 3 -	\$
Funding Source 4 -	\$
Funding Source 5 -	\$
Funding Source 6 -	\$
<b>TOTAL OPERATING INCOME</b>	<b>\$4,900.00</b>
<u>Total Vehicle Cost<sup>3</sup></u>	
Vehicle 1 Cost	\$71,000.00
<b>TOTAL VEHICLE COST</b>	<b>\$71,000.00</b>
<u>Federal Subsidy Requested<sup>4</sup></u>	
Vehicle 1 FTA Subsidy Amount (80% of Vehicle 1 Cost)	\$56,800.00
<b>TOTAL FEDERAL SUBSIDY REQUESTED</b>	<b>\$56,800.00</b>
<u>Source of Match</u>	
Source of Match - Vehicle 1 (specify):	\$14,200.00
<b>TOTAL MATCH</b>	<b>\$14,200.00</b>

<sup>1</sup> Estimate all of the expenses associated with operating the requested vehicle.

<sup>2</sup> Indicate how your organization will pay for the expenses associated with operating the requested vehicle.

<sup>3</sup> See the Application Instructions for available vehicle category classifications and pricing estimates. Applicants may contact CTDOT or the vendor Matthews Buses with additional questions on vehicle pricing.

<sup>4</sup> The FTA will pay 80% of the cost of an accessible vehicle, not to exceed the amount estimated in the application or 80% of the actual vehicle cost, whichever is lower. The awarded recipient must fund the remaining cost (match).



SECTION IV. CERTIFICATION FOR NONPROFIT ORGANIZATIONS & ELIGIBLE PUBLIC BODIES

Federal Transit Administration Section 5310 Program  
2020 Funding Cycle

Title 49 U.S.C. 5310(a)(1) authorizes funding for public transportation capital projects planned, designed and carried out to meet the special needs of elderly individuals and individuals with disabilities.

Title 49 U.S.C. 5310(a)(2) provides that a State may allocate the funds apportioned to it to a governmental authority that certifies that there are not any non-profit organizations readily available in the area to provide the special transportation services.

I Brenda Kupchick (Name of Authorized Official) certify that there are no non-profit organizations serving Town of Fairfield Bigelow Center for Senior Activities (Name of Organization) that meet the special transportation needs of seniors and individuals with disabilities.

  
Signature of Authorized Official<sup>9</sup>

6/3/20  
Date

<sup>9</sup> Authorized official may be an Executive Director, Mayor, Town Manager or First Selectman.

SECTION V. TITLE VI REQUIREMENTS ACKNOWLEDGEMENT

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance.<sup>10</sup>

If awarded Section 5310 funding, your organization:

1. Would be responsible for reviewing and ensuring compliance with all applicable provisions and requirements of FTA Circular 4702.1B "Title VI Requirements and Guidelines For Federal Transit Administration Recipients."
2. Would be required to develop a Title VI Program and submit it to the Connecticut Department of Transportation (CTDOT) Office of Contract Compliance (OCC) for acceptance **prior** to receiving funding.
3. Would be required to include the documents listed below into a Title VI program:
  - a. Title VI Notice to the Public
  - b. Title VI Complaint Process and Procedures
  - c. Title VI Complaint Form
  - d. Title VI Complaint Log
  - e. Public Participation Plan
  - f. Language Assistance Plan (including a Four-Factor Analysis)
  - g. A table depicting the membership of non-elected committees and councils (membership of which is selected by the recipient), broken down by race, and a description of the process the organization uses to encourage minority participation.
4. Would be required to update the Title VI Program periodically (at least every three years), to incorporate changes and additional responsibilities that may arise.

I have read and been informed of the Title VI requirements my organization would need to comply with if awarded Section 5310 funding. I understand that failure to comply with the requirements under Title VI may result in a delay or denial of funding.

Grant Applicant Signature: 


Printed Name: Julie DeMarco

Date: 20 May 20

<sup>10</sup> Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d).

SECTION VI. APPLICANT SIGNATURE

**Required Signature:** By typing my name on the signature line below, I confirm that I have completed this application to the best of my knowledge on behalf of my organization, and that I have read and understand the *2020 Section 5310 Application Instructions*. I have made a copy of the completed application packet for my records.

Grant Applicant Signature<sup>11</sup>:  \_\_\_\_\_

Date: 20 May 20

---

<sup>11</sup> Name of person who completed the grant application.

# CONNECTICUT POST

# CLASSIFIED

## MARKETPLACE

203-333-4151 | classifieds@hearstmediact.com | Hours: 8:30 a.m.-4:30 p.m.

### PUBLIC NOTICES

#### SHELTON, PLANNING AND ZONING COMMISSION NOTICE OF PUBLIC HEARING THURSDAY, JUNE 4, 2020, at 11:00 am

The Shelton Planning and Zoning Commission of the City of Shelton, Connecticut hereby gives notice of a public hearing to be held on Wednesday, June 4, 2020, at 10:00 am in the Shelton City Hall Auditorium, 54 Hill Street to consider the following projects:

1. Initiation of Application #20-09, "Elevate at Shelton," Shelton Parrot Associates, at 1 Parrot Drive (Assessor's Map 18, Lot 16) applying for a zone change from IA-2 to a Planned Development District for the development of 206 residential units with onsite parking. The property is generally bound as follows:

Northerly by: 50 Parrott Drive // Easterly by: Parrott Drive // Southerly by: 811 Bridgeport Ave. // Westerly by: 10 Progress Drive

Persons with adequate spacing between all seats. This meeting will be streaming live via YouTube Live, and access to the stream will be posted on the city's main webpage at cityofshelton.org. All relevant materials will be available through the Planning and Zoning section of the city's webpage. Comments from those not physically in attendance must be received by the Planning and Zoning Office 24 hours beforehand.

Dated this 21st day of May 2020  
Shelton Planning and Zoning Commission  
Virginia Harger, Chairman  
Elaine Matto, Secretary

#### Public Notice To Bus and Taxi Operators

The Town of Fairfield is applying for a capital grant under Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Act, as amended in Fixing America's Surface Transportation FAST legislation, to acquire vehicles used in meeting the special transportation needs of seniors and/or individuals with disabilities in Fairfield, CT.

Any interested transit or paratransit operation in the proposed service area may review the proposed application by contacting Julie DeMarco, Director, Fairfield Human and Social Services, 100 Mona Terrace, Fairfield, CT 06824, or call 203-256-3166.

A public hearing will be held if requested by interested parties.

Any comments should then be sent to the Town of Fairfield, Bigelow Center for Senior Activities, with a copy to the CT Metropolitan Council of Government, 1000 Lafayette Boulevard, Suite 925, Bridgeport, CT 06604. Comments must be received no later than seven (7) days following publication of the Legal Notice.

### PUBLIC NOTICES

#### Seymour Housing Authority

#### State Moderate Rental Program MR 19, 19A, 066 and 008 Public Notice

#### Opening of the 2 and 3 Bedroom Waiting List

Effective July 1, 2020 the Seymour Housing Authority will open the 2 Bedroom and 3 Bedroom State Moderate Rental waiting list for a period of 90 days and it will be closed again on September 30, 2020, in accordance with its Tenant Selection and Continued Occupancy Policy. Apparently eligible applicants for the 2 and 3 bedroom list will be placed on the list as a result of a random lottery of the pool of apparently eligible applicants from the open period. The lottery drawing will be held Friday, October 30, 2020 at 11:00 a.m.



### MERCHANDISE FOR SALE

**ARBORVITAE SPRING SALE!**  
Green Glants or Emeralds, for beautiful privacy borders. FREE delivery & planting. Starting at \$85. Call 860-742-5359 or cttrees.com

**BABY ITEMS-** hi chair, car seat/ base, toddler rocker, 203-239-3348

**BAR STOOLS** \$80 2 oak excel. cond. sm. size 203.521.7791

**BATHROOM VANITY-** white top, good cond. \$200. 203-445-1819

**BBQ GRILL-** \$50 Stainless steel w/ cover and tank 203.521.7791

### MERCHANDISE FOR SALE

**DISHWASHER-\$100 MAYTAG**  
v. good cond. 203.445.1819

**DOOR HINGES** \$5 Brass door hinges 3 a set all hardware 203.521.7791  
dsgnr curtain rods \$100 set of 4 w/ glass pineapple finial 203.521.7791

**Golf Balls** 100 for \$15.  
Pro-V- \$20 203-313-5704

**GREETING CARDS WRAPPING PAPER** \$5-\$25 203.375.8560

**HOUSEPLANTS** healthy, varieties, \$4-\$15 Call 203-375-8560

Inground swimming pool, 2step ladder, stainless steel \$75, 203-929-0186

**KITCHEN ISLAND-\$300** white top w/lots of storage 203.445.1819

**KUHMA TIRES** 225 x 65R 17, 203-375-5439 or 203-543-0419

**LAMPS** \$100 set of 2, bronze base

# Order Confirmation

<u>Ad Order Number</u> 0002558941	<u>Customer Account</u> 336694
<u>Sales Rep.</u> abermudez	<u>Customer Information</u> TOWN OF FAIRFIELD - HUMAN AND SOCIAL SERVICES 100 MONA TERRACE FAIRFIELD CT 06824 USA
<u>Order Taker</u> abermudez	<u>Phone:</u> 2032563169 <u>Fax:</u> <u>E-Mail:</u> jdemarco@fairfieldct.org
<u>Ordered By</u> JULIE DEMARCO	
<u>Order Source</u>	

## Ad Content Proof

Note: Ad size does not reflect actual ad

### Public Notice

#### To Bus and Taxi Operators

FAIRFIELD is applying for a capital grant under Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities of the Federal Transit Act, as amended in Fixing America's Surface Transportation (FAST) legislation, to acquire vehicles used in meeting the special transportation needs of seniors and/or individuals with disabilities in Fairfield, CT.

Any interested transit or paratransit operator in the proposed service area may review the proposed application by contacting Julie DeMarco, Director, Fairfield Human and Social Services, 100 Mona Terrace, Fairfield, CT 06824, or call 203-256-3166.

A public hearing will be held if requested by interested parties.

Any comments should then be sent to the Town of Fairfield, Bigelow Center for Senior Activities, with a copy to the CT Metropolitan Council of Government, 1000 Lafayette Boulevard, Suite 925, Bridgeport, CT 06604. Comments must be received no later than seven (7) days following publication of the Legal Notice.

Ad Cost \$283.40 Payment Amt \$283.40 Amount Due \$0.00

Blind Box Materials

### Order Notes

Ad Number 0002558941-01 External Ad # 0002443987 Pick Up Number  
Ad Type Legal Liners Ad Size 2 X 22 li PO Number  
Color \$0.00 Color Requests

Product and Zone # Inserts Placement  
Connecticut Post 1 Public Notices

Note: Retail Display Ads May Not End in Identified Placement

Run Dates  
6/1/2020

Product and Zone # Inserts Placement  
Connpost.com 1 Public Notices

Note: Retail Display Ads May Not End in Identified Placement

Run Dates  
6/1/2020



## Town of Fairfield

**Social Services:**  
(203) 256-3170  
FAX (203) 256-3124

Fairfield, Connecticut 06824  
Human Services  
Fairfield Senior Center  
100 Mona Terrace

**Bigelow Center:**  
(203) 256-3166  
FAX (203) 254-4758

May 22, 2020

The Kennedy Center  
2440 Reservoir Avenue  
Trumbull, CT 06611

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on June 1, 2020 in the Connecticut Post Newspaper.

Please call me if you have any questions.

Sincerely,

Julie DeMarco  
Human Services Director  
Town of Fairfield  
100 Mona Terrace  
Fairfield, CT 06824



## Town of Fairfield

**Social Services:**  
(203) 256-3170  
FAX (203) 256-3124

Fairfield, Connecticut 06824  
Human Services  
Fairfield Senior Center  
100 Mona Terrace

**Bigelow Center:**  
(203) 256-3166  
FAX (203) 254-4758

May 22, 2020

Greater Bridgeport Transit  
One Cross Street  
Bridgeport, CT 06610

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on June 1, 2020 in the Connecticut Post Newspaper.

Please call me if you have any questions.

Sincerely,

Julie DeMarco  
Human Services Director  
Town of Fairfield  
100 Mona Terrace  
Fairfield, CT 06824



## Town of Fairfield

**Social Services:**  
(203) 256-3170  
FAX (203) 256-3124

Fairfield, Connecticut 06824  
Human Services  
Fairfield Senior Center  
100 Mona Terrace

**Bigelow Center:**  
(203) 256-3166  
FAX (203) 254-4758

May 22, 2020

GBTA ACCESS  
915 Housatonic Avenue  
Bridgeport, CT 06604

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on June 1, 2020 in the Connecticut Post Newspaper.

Please call me if you have any questions.

Sincerely,

Julie DeMarco  
Human Services Director  
Town of Fairfield  
100 Mona Terrace  
Fairfield, CT 06824





## Town of Fairfield

**Social Services:**  
(203) 256-3170  
FAX (203) 256-3124

Fairfield, Connecticut 06824  
Human Services  
Fairfield Senior Center  
100 Mona Terrace

**Bigelow Center:**  
(203) 256-3166  
FAX (203) 254-4758

May 22, 2020

Norwalk Transit  
275 Wilson Avenue  
Norwalk, CT 06854

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear June 1, 2020 in the Connecticut Post Newspaper.

Please call me if you have any questions.

Sincerely,

Julie DeMarco  
Human Services Director  
Town of Fairfield  
100 Mona Terrace  
Fairfield, CT 06824



## Town of Fairfield

**Social Services:**  
(203) 256-3170  
FAX (203) 256-3124

Fairfield, Connecticut 06824  
Human Services  
Fairfield Senior Center  
100 Mona Terrace

**Bigelow Center:**  
(203) 256-3166  
FAX (203) 254-4758

May 22, 2020

Yellow Taxi  
65 Stillman Street  
Bridgeport, CT 06608

To Whom It May Concern:

I have enclosed a copy of the legal notice that will appear on June 1, 2020 in the Connecticut Post Newspaper.

Please call me if you have any questions.

Sincerely,

Julie DeMarco  
Human Services Director  
Town of Fairfield  
100 Mona Terrace  
Fairfield, CT 06824

2020 TRADITIONAL SECTION 5310 CAPITAL APPLICATION  
CURRENT VEHICLE INVENTORY

ID	Year	Make	VIN #	License Plate	Passenger/ Wheelchair Capacity	Current Mileage	Special Equipment
Example	2009	Ford	2FDEE1234U567S890	SB14392	10/2	125,000	Lift-ramp
Vehicle 1	2019	Ford E350	1FDEE3F67KDC12244	AG26169	12/2	14,601	Lift-ramp
Vehicle 2	2007	Ford E350	1FDWE35S07DB836957	40146	14/2	141,551	Lift-ramp
Vehicle 3							
Vehicle 4	2011	Ford E450	1FDE4FS4BDB836683	41353	14/2	67,707	Lift-ramp
Vehicle 5	2013	Ford E350	1FDEE3FS5DDA50940	41995	14/2	88,931	Lift-ramp
Vehicle 6	2016	Ford E350	1FDEE3FS8HDC09505	AE14541	14/2	43,542	Lift-ramp
Vehicle 7							
Vehicle 8							
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F-0439-038  
November 12, 2020

Brian Carey  
Conservation Director  
Town of Fairfield  
Old Town Hall  
611 Old Post Road  
Fairfield, Connecticut 06824

Re: **Wastewater Treatment Plant Microgrid Project  
Environmental Consulting Services  
Amendment No 1 – Continued Environmental Support**

Dear Mr. Carey:

Tighe & Bond is submitting this Amendment to the Town of Fairfield for environmental consulting services related to soil excavation observation and management planning, and technical on-call environmental consulting services at the Wastewater Treatment Plant (WWTP) and Fire Training Center (FTC) microgrid improvement project. Activities included in this proposal are specific to advancing the ongoing microgrid project and are not intended to fully assess, delineate, or remediate contaminated soil throughout the WWTP or FTC sites. As directed by the Town, the Scope of Services will only focus on polychlorinated biphenyls (PCBs) and not other Constituents of Concern (COCs) which may be present in soil at the WWTP or FTC.

## **Background**

During the course of the WWTP soil management planning activities, Tighe & Bond identified PCBs in soil at the WWTP and FTC, the results of which have been communicated to the United States Environmental Protection Agency (EPA) and Connecticut Department of Energy and Environmental Protection (CTDEEP). EPA/CTDEEP have indicated that additional sampling data is required to demonstrate a complete understanding of soil conditions and management requirements within areas to be disturbed during construction including the excavation of trenches and areas for concrete pads that involve disturbing and handling of soils associated with the Microgrid project.

Based on sample results reported to date, and discussions with the Town and Yankee Electric, Inc. (Yankee Electric) a Soil Management Plan (SMP) was prepared for use during construction of the microgrid improvements using the same approach as the WWTP clean corridor work. The SMP drawing includes the trenching areas, directions for handling the excavated material, and initial excavation depths required to remove known PCB contaminated soils that will be disturbed as part of this project.

## **Scope of Services**

### **Task 1 – Soil Remediation Observation**

Tighe & Bond will observe the excavation and removal of soil from the trench and proposed concrete pad area next to the Return Activated Sludge (RAS) building to facilitate construction. Our services under this Task will include preparatory communications with the Town and the Contractor, marking the excavation limits, guiding the excavation contractor during removal of the material, and collecting post excavation confirmatory soil samples where needed. Based on the assessment results reported to date, an approximate 80-foot-long, 4 to 8-foot-deep and 4-foot wide area will require soil remediation and post excavation



soil sampling. Following removal of the material near the RAS building, Tighe & Bond will collect post-excavation soil samples from the bottom of the excavation area to document the effectiveness of the work. Samples will be collected from the bottom of the excavation at a frequency of one sample every 5 linear feet in accordance with 40 CFR 761 Subpart O. Soil samples may be composited using three colinear sample points so long as the cleanup limit is reduced incrementally (i.e. 1 location = 1 ppm and 3 locations = 0.33 ppm). We will attempt to reduce sampling costs by compositing post excavation samples where possible; however, based on our experience, the reduced cleanup limit can be problematic and lead to project delays and additional sampling effort and costs. For this reason, we are estimating 20 samples will be collected for PCB analysis. We have assumed excavation and sampling activities will take 3 days. We also assume and have included budget to analyze an additional 10 soil samples for PCBs as a contingency should deeper samples need to be analyzed.

A summary of the removal actions and results of the confirmation sampling activities will be provided to the Town via email including appropriate tables and sample location drawings. In addition, this work will be summarized in the Remedial Action Report that will be prepared for the WWTP.

## **Task 2 – Technical On-Call Consulting Services**

Tighe & Bond has provided Licensed Environmental Professional (LEP) consulting services to assist with project management and to provide advice as necessary to manage PCB contaminated soils identified within the microgrid project limits. This Task is intended to allow flexibility to respond to various requests that could otherwise be considered out of scope such as additional sampling, reporting, contractor communications, etc.

## **Assumptions and Services Not Included**

The following list includes assumptions that were made during preparation of the scope of services and costs included herein as well as tasks are not included in the Scope of Services.

- Investigation and remediation observation of the FTC in areas outside the area of the microgrid trench area.
- Preparation of a formal PCB Cleanup Plan for submittal to CTDEEP and/or EPA.
- The Contractor is responsible for site Health and Safety and environmental protection including dust control, contaminated materials management, sedimentation and erosion controls, and protection of existing on and off-site features to remain including the adjacent properties, streets, wetlands and WWTP infrastructure. Tighe & Bond assumes no responsibility for the Contractor's action or inaction.
- We assume that Holzner Construction will be contracted to excavate and manage the PCB contaminated soils referenced in this Amendment. As such, we have not included preparation of technical specifications, submittal review, pre-construction meetings or discussions, or other services that would be required should another contractor not familiar with the WWTP soil remediation work be hired to complete the excavation work.
- Buried PCB contaminated rubber debris has been identified at several locations within the WWTP. This material was not identified in the borings advanced during the microgrid soil assessment activities. However, if PCB containing debris is identified during excavation, additional excavation observation and/or soil sampling may be required beyond what is included herein.

- Remediation observation, soil or groundwater sampling, and reporting for the WWTP hardening project or any other areas outside the microgrid project limits is not included.

## Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$15,500. We will undertake this work on an hourly plus expense basis, and you will be billed in accordance with the Company's standard billing rates. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors and materials purchased directly for this project will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

The included schedule and fees are based on the above scope of services and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control, including delays due to Force Majeure, including those delays that may incur due to the COVID-19 pandemic.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the Town a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

Task	Labor	Expenses	Total
Task 1 – Soil Remediation Observation	\$10,300	\$2,700	\$13,000
Task 3 – Technical On-Call Consulting Services	\$2,500	\$0	\$2,500
<b>Total</b>	<b>\$12,800</b>	<b>\$2,700</b>	<b>\$15,500</b>

If this proposal is acceptable, please forward and executed copy of this letter as authorization to proceed. Should the Town prefer issuing its standard purchase order format, it should be understood that services will be rendered in accordance with the terms and conditions included with our original agreement.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact Harley Langford at 860 704-4781 or [halangford@tighebond.com](mailto:halangford@tighebond.com) or Jim Olsen at (860) 704-4761 or [jtolsen@tighebond.com](mailto:jtolsen@tighebond.com).

Regards,  
**TIGHE & BOND, INC.**



James T. Olsen, PG, LEP  
Vice President

**ACCEPTANCE:**

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## Change Order Proposal #1

January 6<sup>th</sup>, 2021

To: Town of Fairfield  
611 Old Post Road  
Fairfield, CT 06824

Project # C18-11

Project Name: Wastewater Treatment Plant  
Microgrid Project

From: Holzner Electric Const.  
596 John St.  
Bridgeport, CT 06604

Contract for: General Construction

COP Based on RFI# : NA

Proposal Request # : NA

### DESCRIPTION OF CHANGE:

Soil Management for Microgrid Project Per E-mail dated 11/6/20, 1/6/21 and drawing 11/4/20

- Trench Excavation 30' Long x 3' Deep x 4' Wide
- Concrete Pad Excavation 40' Long x 8' Deep x 10' Wide
- Trench Excavation 10' Long x 3' Deep x 4' Wide Trench

#### Direct Costs

Excavation and Backfill 136.5CY @\$128.56CY	\$ 17,548.44
Furnish Structural Fill 136.5CY @\$45CY	\$ 6,142.50
Radar Scan for Utilities	\$ 1,600.00
Trench Box Rental	\$ 1,850.00
Decon of Trench Box	\$ 2,764.88
Disposal of Contaminated Material 136.5CY*1.5=204.75Tons @\$240/ton	\$ 40,950.00
Subtotal #1	\$ 70,855.82
Contractors Fee 15% (Excludes Excavation, Backfill and Fill)	\$ 7,074.73
Add-Total	\$ 77,930.55

Total Cost..... \$ 77,930.55

ADDITIONAL TIME REQ'D: NA

Signed:   
Mark Engengro, Project Manager

Date: 1/6/21

This Change Order includes the direct costs for the changed work and associated contractual mark-ups only. Holzner Construction is unable to evaluate the cumulative impact to the Project schedule and any associated costs as a result of this specific Change Order at this time. Accordingly, Holzner Construction expressly reserves its rights to seek a time extension and associated costs once such impacts are determined.



F-0439  
January 26, 2021

William Norton  
Superintendent, Wastewater Pollution Control Facility  
Town of Fairfield  
725 Old Post Road  
Fairfield, CT 06824

Re: **Wastewater Treatment Plant Natural Gas Installation Project  
Environmental Consulting Services  
Soil Sampling and Management**

Dear Mr. Norton:

Tighe & Bond is submitting this proposal to the Town of Fairfield for environmental consulting services related to soil assessment and management planning services at the Wastewater Treatment Plant (WWTP) natural gas line installation project. Activities included in this proposal are specific to advancing the installation of the natural gas line from the new emergency generator to the Influent Building and are not intended to fully assess or delineate contaminated soil throughout the WWTP site. As directed by the Town, the Scope of Services will only focus on polychlorinated biphenyls (PCBs) and not other Constituents of Concern (COCs) which may be present in soil at the WWTP.

## Background

During the course of the WWTP soil management planning activities, Tighe & Bond identified PCBs in soil at the WWTP, the results of which have been communicated to the United States Environmental Protection Agency (EPA) and Connecticut Department of Energy and Environmental Protection (CTDEEP). EPA/CTDEEP have indicated that additional sampling data would be required to demonstrate a complete understanding of soil conditions and management requirements within the areas to be disturbed during construction. It is our understanding that an approximately 300-foot-long trench must be excavated to install natural gas piping from the from the control building adjacent to the new emergency generator northward toward the digester tank then eastward toward the influent building. It is our understanding that numerous underground utilities are located in this area and that a private utility markout and hand clearing of the borings to approximately five feet below ground surface (bgs) is needed.

## Scope of Services

We have developed the following Scope of Services based on the data collected from the WWTP to date and on our discussions.

### Task 1 – Soil Assessment and Management Planning

Tighe & Bond will contract with a qualified environmental drilling company to advance borings within the proposed trench location. Tighe & Bond with assistance from the Town and Southern Connecticut Gas (SCG) will mark the trench area in white paint for the drilling contractor to contact Call-Before-You-Dig (CBYD). The Town will also mark any known utilities within the work area that are not included in a standard CBYD mark out. In addition, a private utility contractor will be subcontracted to screen each boring location for unknown utilities. Following the utility mark out, the assessment will be conducted using an air lance and vacuum excavation to avoid damage to utilities and collect samples to a depth of 5 feet below the ground surface (bgs). Following vacuum excavation, a direct-push drill rig will be



used to advance soil borings to a terminal depth of 10 to 15 feet bgs. Borings will be spaced approximately every 20 feet along the ~300 feet of disturbance area (15 borings). Soil from each boring/location will be observed for visual signs of contamination and field screened for volatile organic compounds (VOCs) with a photo-ionization detector (PID). On average three soil samples will be collected from each boring/location at various depth intervals for PCB analysis following Tighe & Bond Standard Operating Protocols (SOPs) and industry standards.

Soil samples will be submitted to Phoenix Environmental Laboratories (Phoenix) for PCB analysis using EPA method 8082 including Soxhlet extraction. A 24-hour turnaround time will be requested when necessary to facilitate the construction schedule and notification timeline requirements. This task includes up to 60 samples for PCBs analysis, consisting of on average three samples per each of the 15 locations (45 samples), duplicate samples collected on twenty percent frequency (3 samples), and an approximate 20 percent contingency in case additional sample analysis is required.

Results of the assessment activities will be summarized in tables and sampling locations will be identified on maps. Email summaries of the sample results, recommended actions, and Opinions of Probable Remediation Costs will be provided to the Town. Results of the soil assessment will also be used to supplement and potentially revise the existing soil management plan.

## **Task 2 – Technical On-Call Consulting Services**

Tighe & Bond has provided Licensed Environmental Professional (LEP) consulting services to assist with project management and to provide advice as necessary in managing contaminated soils that have been identified during construction activities. Specific services included in Task 2 are listed below:

- Contractor communications and review submittals for PCB contaminated material handling, disposal, and decontamination procedures.
- Communications with the Town, Contractor, and legal counsel regarding soil assessment and management options during construction activities.
- Communications with the Town, CTDEEP, EPA, and/or other stakeholders regarding soil and/or groundwater contamination at the WWTP. Communications may include telephone calls, emails, in-person and conference call meetings.
- Remediation planning and communication with EPA and CTDEEP for managing PCB contaminated soils.
- This Task is also intended to allow flexibility to respond to various tasks that could otherwise be considered out of scope such as additional sampling, reporting, design adjustments, etc.

## **Services Not Included**

The following tasks are not included in the Scope of Services.

- Preparation of a formal PCB Cleanup Plan for submittal to CTDEEP and/or EPA.
- Remediation observation or post excavation soil sampling.
- The Contractor is responsible for site Health and Safety and environmental protection including dust control, contaminated materials management, sedimentation and erosion controls, and protection of existing on and off-site features to remain including the adjacent properties, streets, wetlands and WWTP infrastructure. Tighe & Bond assumes no responsibility for the Contractor's action or inaction.

## Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$18,400. We will undertake this work on an hourly plus expense basis, and you will be billed in accordance with the Company's standard billing rates. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors and materials purchased directly for this project will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement. The included schedule and fees are based on the above scope of services and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control, including delays due to Force Majeure, including those delays that may incur due to the COVID-19 pandemic.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the Town a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

Task	Labor	Expenses	Total
Task 1 – Soil Assessment and Management Planning	\$4,800	\$12,100	\$16,900
Task 2 – Technical On-Call Consulting Services	\$1,500		\$1,500
<b>Total</b>	<b>\$6,300</b>	<b>\$12,100</b>	<b>\$18,400</b>

If this proposal is acceptable, please forward and executed copy of this letter as authorization to proceed. Should the Town prefer issuing its standard purchase order format, it should be understood that services will be rendered in accordance with the terms and conditions included with our original agreement.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact Harley Langford at 860 704-4781 or [halangford@tighebond.com](mailto:halangford@tighebond.com) or Jim Olsen at (860) 704-4761 or [jtolson@tighebond.com](mailto:jtolson@tighebond.com).

Regards,

**TIGHE & BOND, INC.**



James T. Olsen, PG, LEP  
Vice President

### ACCEPTANCE:

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Enclosure: Terms and Conditions (REV. 04/2020)

**“CLIENT” is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as “CONSULTANT”; “PROJECT” is defined in the accompanying proposal letter**

#### **1. SCHEDULE OF PAYMENTS**

**1.1** Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to CONSULTANT shall be made on the basis of invoices submitted by CONSULTANT and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

**1.2** In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

**1.3** Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse CONSULTANT for all reasonable attorney's fees and court costs.

**1.4** If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages caused by such suspension.

#### **2. SUCCESSORS AND ASSIGNS**

**2.1** CLIENT and CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

**2.2** This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. References to this agreement include these Terms & Conditions, any accompanying proposal or description of services, as well as any other documents referenced or incorporated therein. In the event one or more provisions of any of the foregoing documents conflict with the provisions of these Terms & Conditions, the provisions of these Terms & Conditions shall control.

**2.3** Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against CONSULTANT.

#### **3. STANDARD OF CARE**

**3.1** In providing services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

#### **4. TERMINATION**

**4.1** This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to CONSULTANT. In the event of any termination, CLIENT will pay CONSULTANT for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

#### **5. RECORD RETENTION**

**5.1** CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

**5.2** Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for CLIENT.

#### **6. OWNERSHIP OF DOCUMENTS**

**6.1** All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by CONSULTANT.

**6.2** Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this PROJECT or for any other projects or sites. Documents provided by CONSULTANT on this PROJECT shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of CONSULTANT. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part, and CLIENT agrees to indemnify and hold CONSULTANT harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

**6.3** Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT provides documents in writeable electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold CONSULTANT harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

**6.4 Electronic Data Bases** – In the event that CONSULTANT prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and CONSULTANT that such PROJECT deliverables will be used and perhaps modified by CLIENT and that CONSULTANT's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by CONSULTANT, ownership is passed to CLIENT. CONSULTANT will retain the right to use the developed data and will archive the data for a period of three years from the date of PROJECT completion.

## **7. INSURANCE**

**7.1** CONSULTANT will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, Unmanned Aircraft, Cyber Liability, and Automobile Liability during this PROJECT. CONSULTANT will furnish certificates at CLIENT's request.

**7.2 Risk Allocation** - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed \$100,000 or CONSULTANT's compensation for consulting services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**7.3 Damages** – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this PROJECT.

**7.4** CLIENT agrees that any and all limitations of CONSULTANT's liability or waivers of damages by CLIENT to CONSULTANT shall include and extend to those individuals and entities CONSULTANT retains for performance of the services under this Agreement, including but not limited to CONSULTANT's officers, partners, and employees and their heirs and assigns, as well as CONSULTANT's subconsultants and their officers, employees, and heirs and assigns.

## **8. DISPUTE RESOLUTION**

**8.1** In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

## **9. SITE ACCESS**

**9.1 Right of Entry** - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

**9.2 Damage to Underground Structures** - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

## **10. OIL AND HAZARDOUS MATERIALS**

**10.1** If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of any agreed scope of work or greater than those anticipated in any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

**10.2** The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, CLIENT waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

## **11. SITE INVESTIGATIONS**

**11.1** In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

**11.2** CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to provide



information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and CLIENT recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exist nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. CLIENT realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected, consistent with CLIENT's risk preferences and other considerations including cost and schedule.

**11.3** By authorizing CONSULTANT to proceed with the site investigation services, CLIENT confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. CLIENT recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, CLIENT recognizes that these are inherent even through the exercise of the Standard of Care. CLIENT accepts the risk and agrees to defend, indemnify, and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

## **12. FEDERAL AND STATE REGULATORY AGENCY AUDITS**

**12.1** For certain services rendered by CONSULTANT, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's PROJECT is selected for an audit, CLIENT agrees to compensate CONSULTANT for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and CONSULTANT will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

## **13. CLIENT'S RESPONSIBILITIES**

**13.1** Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

**13.2** CLIENT will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to CONSULTANT in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT

deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

## **14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES**

**14.1** CONSULTANT has no control over cost or price of labor and materials required to implement CLIENT's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If CLIENT wishes additional information as to any element of PROJECT cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

## **15. CONSTRUCTION PHASE PROVISIONS**

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

**15.1** CLIENT and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

**15.2** Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

**15.3** On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

**15.4** Payment Recommendations - Recommendations by CONSULTANT to CLIENT for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that

continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

**15.5 Record Drawings** - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

## **16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES**

The following provisions shall be applicable should the CONSULTANT be retained to provide design services but not be retained to provide Construction Phase Services in connection with the PROJECT:

**16.1** It is understood and agreed that the CONSULTANT's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto.

**16.2** In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

## **17. SCHEDULE**

**17.1** The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants.

**17.2** The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the CLIENT, performance of services by the CLIENT's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size

of the PROJECT requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

## **18. MISCELLANEOUS TERMS**

**18.1 GOVERNING LAW** - The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the jurisdiction where the PROJECT is located, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

**18.2 LENDERS' REQUIREMENTS** - The CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

**18.3 CORPORATE PROTECTION** - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

**18.4 TITLES** - The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

**18.5** Upon execution, these terms as incorporated into the accompanying proposal represent the final intent of the parties. Any modification, rescission, or waivers of these terms shall only be effective and binding if agreed to in writing by the parties.



Connecticut Natural Gas Corporation  
Attn: Sales, 76 Meadow Street, 2<sup>nd</sup> Floor  
East Hartford, CT 06108



Southern Connecticut Gas Company  
Attn: Sales, 60 Marsh Hill Road  
Orange, CT 06477

## COMMERCIAL AND INDUSTRIAL SERVICE INSTALLATION AGREEMENT

APPLICANT INFORMATION							
Company Name		Town of Fairfield		SCG/CNG Account Manager		Brian Early	
Authorized Representative				Job Category	New Business	Gas Company	OPCO SCG
Title				Business Type		Municipal/Government	
Phone	Office #			Federal Tax ID or SS			
	Cell #						
Email Address				Service Location	Street	330 One Rod Highway	
					City	Fairfield	
					Zip	06824	
Billing Address	Street #			Site Contact	Name		
	City				Phone		
	State, Zip	CT,					
Billing Attention	Name			Property Owner	Y <input type="checkbox"/> N <input type="checkbox"/>		
	Phone			If Not Property Owner Provide Owner contact	Name		
	Email				Phone		
If not fully executed this Commercial and Industrial Service Agreement expires in 30 days as noted by the Contract Expiration Date.				Contract Expiration Date	January 15, 2021	Applicant Initial	EB

APPLIANCE AND USAGE				
Meter Size	Appliance	Rate	Quantity	Load (CFH)
	Generator	MGS-SE-OFF	1	11,401.00
Total CFH				11,401.00
Applicant responsible for Service trenching				

Customer required gas pressure:

Multi-Family Units (Number of individual residential dwellings associated with the meter):

Applicant has read and confirms the appliances and usage section is accurate. Applicant Initial EB





Connecticut Natural Gas Corporation  
Attn: Sales, 76 Meadow Street, 2<sup>nd</sup> Floor  
East Hartford, CT 06108



Southern Connecticut Gas Company  
Attn: Sales, 60 Marsh Hill Road  
Orange, CT 06477

## NATURAL GAS SERVICE INSTALLATION AGREEMENT TERMS AND CONDITIONS

In this agreement ("Agreement") the customer is referred to as "Applicant" or "Buyer" and The Southern Connecticut Gas ("SCG") or Connecticut Natural Gas Corporation ("CNG"), as applicable, is called ("Seller")

1	<b>INSTALLATION OF GAS SERVICE:</b> Seller agrees to install or have installed gas facilities (i.e., necessary piping and meters) for gas service for the Applicant at the Service Address indicated on the top of this form. Seller agrees that the lawn area will be left level and clean. Final loam, seeding and turf will be the Applicant's responsibility at Applicant's expense. Seller shall provide gas service after the installation of the service lines. Seller is not liable for delays in commencing gas service installation not within its control, such as weather or work stoppage.
2	<b>SERVICE COMMENCEMENT:</b> Natural gas consumption shall be deemed to commence when the facilities necessary for natural gas service are in Seller's sole judgment ready and able to consume natural gas. Once a functioning meter has been installed the Applicant will be subject to all applicable charges including but not limited to demand charges as set forth in the applicable tariff.
3	<b>PAYMENT AND USE OF GAS APPLIANCES:</b> In consideration of Seller's installation of gas services, Applicant agrees to pay the full value of the "Contribution In Aid of Construction" (CIAC) as indicated below plus applicable taxes. Seller agrees to pay any other costs of installation, unless otherwise noted. By signing this agreement Applicant agrees to install and or use gas appliances indicated below, and to begin using them within 90 days of the Service Commencement Date.
4	<b>DEFAULT:</b> If Applicant fails to use any of these appliances listed below, Seller, in its discretion, may charge Applicant for the reasonable cost of installing the gas facilities less the CIAC that the Applicant has already paid.
5	<b>GAS SERVICE:</b> The furnishing of gas service to Applicant under this Agreement will be in accordance with the terms and conditions, rules, regulations, tariffs and rate schedules of Seller which are subject to change and subject to the rules and regulations of the State of Connecticut Public Utilities Regulatory Authority ("PURA").
6	<b>RELOCATION OF SERVICE:</b> If the gas service to be provided involves the relocation of existing services, meters and connections at the Service Location, the cost of replacing all facilities beyond Seller's meter shall be the responsibility of the Applicant. It is further agreed that connection of any Applicant equipment to Seller's new meter shall occur no later than thirty (30) days after the new meter is activated.
7	<b>OWNERSHIP:</b> Ownership of the gas facilities from the main to the gas meter (including the gas meter) shall remain with Seller and shall be maintained by Seller. Applicant has no interest in such gas facilities. All piping and equipment beyond the gas meter shall be furnished, owned and maintained by Applicant.
8	<b>EASEMENT(s):</b> Applicant shall obtain any easement(s), where applicable, in a form satisfactory to Seller before Seller commences constructing and installation of its facilities required to supply natural gas.
9	<b>UNDERGROUND UTILITIES:</b> Prior to construction, Applicant is responsible for clearly marking all existing underground utilities and services on premise. If Seller damages any of Applicant's underground facilities on Applicant's property because Applicant failed to adequately mark them, Seller will not be responsible for costs of repairs.
10	<b>ENVIRONMENTAL CONDITIONS:</b> If in the course of construction of gas facilities at the Service Location, Seller encounters contaminated soil, Applicant shall bear the additional costs of excavating and removing the contaminated soil per Federal and State laws, regulations and agency orders or directives including but not limited to signing any manifest for disposal as the generator of such contaminated soil. Unless Applicant agrees in writing to bear such additional costs, Seller shall have the right to cease its performance and terminate this agreement with no further obligation to Applicant.
11	<b>BINDING EFFECTS:</b> This agreement supersedes any and all agreements, either oral or written, between Applicant and Seller. This agreement may not be assigned nor otherwise transferred by Applicant without the written consent of Seller.
12	<b>CIAC ADJUSTMENT:</b> If, within one (1) year of the effective date of this letter agreement, (a) Applicant has added additional equipment to consume natural gas at the Service Location noted above or (b) a new gas service(s) is/are added directly to and served from a portion of main toward which Applicant paid a CIAC as described below, Applicant may request Seller to recalculate the Applicant CIAC to determine whether Applicant qualifies for a refund of such contribution or portion thereof. It is understood and agreed that any recalculation requested pursuant to this condition, will be made in accordance with Seller's then currently effective new business guidelines to determine the amount of the contribution, if any, to be refunded to the Applicant.
13	<b>INDEMNITY:</b> Applicant agrees to indemnify Seller, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents from and against any liability for personal injury or property damage due to Applicants use of property or due to any existing environmental conditions of the property.
14	<b>ROCK OR FROST:</b> If rock or ledge is encountered during the installation requiring extreme excavation (e.g., blasting), the Applicant may be required to pay for such work if billed by Seller to the Applicant. Main and services may not be installed under frost conditions.
Applicant has read and agrees to the Terms and Conditions contained herein. Applicant Initial <span style="float: right;">EJB</span>	



Connecticut Natural Gas Corporation  
Attn: Sales, 76 Meadow Street, 2<sup>nd</sup> Floor  
East Hartford, CT 06108



Southern Connecticut Gas Company  
Attn: Sales, 60 Marsh Hill Road  
Orange, CT 06477

### CONTRIBUTION IN AID OF CONSTRUCTION ("CIAC")

In order to provide natural gas service at the Service Location noted above, Applicant agrees to pay the following amount in aid of constructing certain natural gas facilities by Seller.

**\$35,191.38**

This contribution is due and owing upon execution of this agreement and has been calculated based upon the construction schedule, the estimated consumption of natural gas at the Service Location and the consumption of natural gas as the only fuel for the use(s) described in the Equipment and Usage section below. Unless such contribution is received by Seller at the time this agreement is executed, Seller has no obligation to extend its facilities to serve the Service Location and use(s) described herein this document.

The CIAC has been calculated using the estimated annual consumption of natural gas at the Service Location and for the use(s) described in the Equipment and Usage section below. It is understood and agreed that (a) if, during any annual period after Seller commences delivery of natural gas to the Applicant, the annual consumption of natural gas by the equipment specified is less than the estimate based on information provided by Applicant to Seller to calculate the contribution and/or (b) Applicant fails to inform Seller of any changes that impact GAS COMPANY's construction cost or the estimated annual natural gas consumption, Applicant agrees to pay Seller upon demand a CIAC utilizing Seller's new business guidelines in effect on the date of this agreement and which are on file with PURA.

### SIGNATURES

Applicant Signature	<i>Edward Boman</i>	GAS COMPANY Signature	
Name and Title	<i>Edward Boman, Energy Manager</i>	Name and Title	Brian Early,
Date	December 16, 2020	Date	December 16, 2020

If Applicant is not the owner or fully authorized agent of the owner of the premises at the Service Location specified above, this letter agreement shall not be binding on Seller unless and until both Applicant and the owner of the premises agree to all of the terms and conditions set forth herein as evidence by signatures of Applicant and the OWNER on this letter agreement.

### OWNERS SIGNATURE (ONLY REQUIRED IF APPLICANT IS NOT THE OWNER OF THE PREMISES)

I, \_\_\_\_\_, owner of the premises located at Service Location above, which premises is subject to certain lease with Applicant (the "Lessee") and will be provided with natural gas service in accordance with the terms and conditions set forth above, acknowledge and agree to such terms and conditions; provided, however, that I will not be responsible for any of the Lessee's payment obligations described in the Contribution In Aid of Construction and Security Deposit sections above.

Landlord Signature		Date		Print Name	
--------------------	--	------	--	------------	--



Connecticut Natural Gas Corporation  
Attn: Sales, 76 Meadow Street, 2<sup>nd</sup> Floor  
East Hartford, CT 06108



Southern Connecticut Gas Company  
Attn: Sales, 60 Marsh Hill Road  
Orange, CT 06477

## APPENDIX A: PREMISE INFORMATION

Meter Location



Premise Notes:

**Meter Location:** Meter location is a proposed location only based on currently available information and subject to change based final site inspection by Seller.





D&B ENGINEERS  
AND  
ARCHITECTS, LLC

PROPOSAL FOR:

## ENGINEERING SERVICES EAST TRUNK SEWER WETLAND CROSSING

RFP #2021-36

NOVEMBER 2020







## D&B ENGINEERS, LLC

330 Crossways Park Drive, Woodbury, New York 11797  
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • [www.db-eng.com](http://www.db-eng.com)

### Board of Directors

Steven A. Fangmann, P.E., BCEE  
President & Chairman

Robert L. Raab, P.E., BCEE, CCM  
Senior Vice President

William D. Merklin, P.E.  
Senior Vice President

November 23, 2020

Town of Fairfield  
Purchasing Authority  
725 Old Post Road  
Fairfield, CT 06824

Re: Town of Fairfield – RFP No. 2021-36  
Engineering Services East Trunk Sewer Wetland Crossing

To the Office of the Director of Purchasing:

In response to the Town of Fairfield's Request for Proposal (RFP) dated October 21, 2020, **D&B Engineers, LLC (D&B)**, along with our subconsultants, Pereira Engineering, LLC (MBE), Mueser Rutledge Consulting Engineers, PLLC, and Nasco Construction Services, Inc. (WBE), is pleased to submit our proposal for Engineering Services related to the East Trunk Sewer Wetland Crossing. In accordance with the RFP, included in this submission are one (1) original and four (4) written copies and one (1) electronic PDF copy on a USB flash drive, of our technical and cost proposal.

D&B is highly respected in the wastewater community and possesses substantial sanitary sewer experience which will serve as the foundation for successfully undertaking this project on behalf of the Town. ***Our design approach will focus on a thorough and detailed investigation phase that will allow us to identify and capture critical data in the early value engineering and preliminary design phases.*** We fully understand the tasks required to successfully complete this project and have a proven track record with various towns and municipalities in Connecticut, New York and New Jersey. More specifically, we have performed similar work with the City of Bridgeport and Stamford and are aware of the challenges and goals of this assignment.

The key staff for this project include principals and senior professionals who have extensive engineering experience in sanitary sewer design. **Adriana S. Restrepo, P.E., ENV SP**, has been specifically selected to be our Project Manager as she has over two decades of experience in the planning and design of wastewater collection, conveyance, and treatment projects. She has served as both a Project Manager and Chief Engineer for numerous assignments that include gravity sewers, force mains, combined sewer systems, pump stations, and water pollution control plants. Ms. Restrepo leverages **value engineering** along with her vast experience to evaluate systems and recommend the most cost-effective/low maintenance solutions for every project.

We thank you for the opportunity to submit this proposal and look forward to working with the Town of Fairfield. If there are any questions or if you wish to discuss this proposal in further detail, please do not hesitate to contact me by email at [rraab@db-eng.com](mailto:rraab@db-eng.com) or by phone at (516) 364-9890.

Very truly yours,

Robert L. Raab, P.E., BCEE, CCM  
Senior Vice President

RLR/AGt/kb  
Enclosures  
♦PL10823\RLR112320-Ltr



# Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

## RFP #2021-36 Engineering Services East Trunk Sewer Wetland Crossing

TOWN OF FAIRFIELD  
PURCHASING AUTHORITY  
725 OLD POST ROAD  
INDEPENDENCE HALL  
FAIRFIELD, CT 06824.

Date Submitted 11/17/2020.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

### Bidder:

D&B Engineers and Architects, LLC  
Doing Business As (Trade Name)

4 W Red Oak Lane, Suite 315  
Address

White Plains, NY 10604

Town, State, Zip

Mr. Robert Raab, Senior Vice President

(Mr/Ms) Name and Title, Printed

*Robert Raab*  
Signature

516-364-9890 ext. 3037 517-364-9045

Telephone

Fax

rraab@db-eng.com

E-mail

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

**2:00pm, Tuesday, 17th November, 2020**

To provide qualifications for engineering firms or developers to partner with the Town Of Fairfield in completing the RFP process for the East Trunk Sewer Improvements as detailed in the attached specifications.

### NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. Proposals are to be submitted in a sealed envelope and clearly marked "RFP #2021-36" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.



PROPOSAL FOR:

**ENGINEERING SERVICES**

**EAST TRUNK SEWER WETLAND CROSSING**

RFP #2021-36

NOVEMBER 2020



D&B ENGINEERS  
AND  
ARCHITECTS, P.C.



## A – EXECUTIVE SUMMARY

**Full Name:** D&B Engineers, LLC

**Tax ID Number:** 45-3235482

**Main Office Address of Primary Respondent:** 330 Crossways Park Drive, Woodbury, NY 11797

D&B Engineers, LLC (D&B) along with our highly qualified subconsultants, Periera Engineering, LLC (MBE), Nasco Construction Services, Inc. (WBE), Thunderbird Environmental, LLC (SDVOSB) and Mueser Rutledge Consulting Engineers, PLLC, we are pleased to submit our Proposal in response to the Town of Fairfield's (Town's) Request for Proposal (RFP) for Engineering Services related to the East Trunk Sewer Wetland Crossing.

D&B has planned and designed a multitude of wastewater related projects throughout the tri-state area, many of which required similar services such as geotechnical investigation and analysis, environmental assessments and an evaluation of wetland impacts. Our regional presence and project experience provide value to the Town as we are well versed in regional and local challenges and construction issues and requirements related to sanitary design and construction.

### THE "A" TEAM



D&B ENGINEERS, LLC

D&B consistently receives high rankings at both the national and regional level from the following major engineering publications:

- Engineering News-Record (ENR) "Top 500 Design Firm"
- Engineering News-Record (ENR) "Top 200 Environmental Design Firm"
- Engineering News-Record (ENR) New York "Top 100 Design Firm"
- Trenchless Technology "Top 50 Trenchless Technology Firm"



The size of our team is large enough to competently support numerous projects, but it is also organized such that a personal management relationship with clients is ensured. This provides an open and direct line of communication throughout the project which is necessary to ensure successful project completion.

#### D&B's Related Sanitary Sewer Services:

- Preparation of Specifications with Technical Requirements
- Collection System Design and Rehabilitation including trenchless technologies
- Design of New Sewer Trunk Line and Manholes
- Environmental/Water Quality Studies
- Storm Sewer Study/Design
- Environmental Testing
- Wastewater Surveys and Special Studies
- O&M Manual/Staff Training
- Storm Water Drainage Structure Design





- Sewer Use Ordinance Development
- DEEP/ACOE and Other Related Permitting
- Pump Station/Force Main Design
- Community Relations/Public Participation
- Sludge (Biosolids) Management, Treatment and Design
- Cost Estimates
- Grant/Loan Applications
- Outfall Design
- Flood Mitigation Control
- Construction Management

## SUBCONSULTANTS

### MUESER RUTLEDGE CONSULTING ENGINEERS (MRCE) – GEOTECHNICAL



Founded in 1910, is the first engineering firm in the United States to combine a geotechnical specialty with structural foundation design engineering. The majority of MRCE's work involves geotechnical engineering, geotechnical studies, including analyses of site conditions and soil and rock properties, with structural design of foundations and waterfront structures. MRCE also provides owners, contractors, and engineers with construction assistance and expert testimony. MRCE is an ENR Top 500 Design Firm, with a headquartered in NYC.

### PEREIRA ENGINEERING, LLC (PE)- SURVEYING



Civil • Environmental • Land Surveying

Land Surveying, Minority Business Enterprise (MBE) and a Disadvantaged Business Enterprise (DBE) firm located in Shelton, CT. PE serves both public and private sector clients and specializes in various types of projects including municipal, industrial, commercial, and residential. PE employs a staff that includes professionally licensed engineers and surveyors that are intimately familiar with the geographic area and have worked specifically within the Town of Fairfield.

### NASCO CONSTRUCTION SERVICES (NASCO) – COST ESTIMATING



Nasco Construction Services

Construction cost consulting Women's Business Enterprise (WBE) firm that specializes in preparing cost estimates for all design and construction disciplines. They have over 26 years of estimating experience and regularly estimate over 350 projects per year in all areas of construction. They have extensive estimating experience in virtually all phases of Structural, Architectural, Electrical, Mechanical, Vertical Transportation, and Hazardous Materials. Their staff has prior design and construction experience which allows for them to provide accurate and reliable cost estimates.



## **THUNDERBIRD ENVIRONMENTAL, LLC (SDVOSB)- ENVIRONMENTAL**

**THUNDERBIRD ENVIRONMENTAL,**

Environmental, Service Disabled Veteran Owned Small Business (SDVOSB) firm located in Clinton, CT. Specialties include waste soil management, site assessment and remediation, environmental reporting, and GIS services. They assist in advance planning for environmental compliance and coordinate multi-agency permitting processes involving the federal and state regulatory and resource management agencies involved in a site.

## **WHY SELECT THE D&B TEAM**

D&B's dedicated team of engineers continue to build the firm's legacy by taking a hands-on approach to provide clients with superior, cost-effective, and sustainable wastewater management capabilities. Having studied, planned and designed systems that range in capacity from 25,000 to 350 million gallons per day, our professionals are well equipped to manage the most challenging sanitary sewer collection system projects.

D&B has assembled a highly qualified team of professionals who possess the required level of experience in sewer design, geotechnical analysis, and foundation and excavation support systems. Our team has successfully completed the design of several projects of similar scope and complexity including the replacement of a 30-inch outfall pipe for the Belgrave WPCP (New York) and the extension of a 48-inch sewer interceptor to be installed utilizing microtunneling technology under the Southern State Parkway on Long Island, NY. Both projects required a full geotechnical investigation and extensive permitting and coordination efforts with local, state, and federal agencies.

The proposed D&B team has worked together in the design of several projects and has demonstrated a level of competency and expertise, especially in regard to cost considerations and environmental impacts when assessing alternate solutions. Our subconsultant Nasco Construction Services will provide cost estimating services from the conceptual design, preliminary and final design to ensure that the selection of viable alternates incorporate cost considerations that align with the available budget. Our in-house environmental team will assess the restoration procedures for the wetland areas that will be required during construction and identify the necessary mitigation measures in accordance with the Tidal Wetlands Regulations administered by the Department of Energy and Environmental Protection (DEEP).

**Our team features a strong management group to lead the project, communicate with the Town and deliver a design to suit the needs of the Town and its residents.**

**Steven A. Fangmann, P.E., BCEE**, functions as the Principal-in-Charge for this project. Steve brings over forty (40) years of experience working on municipal wastewater treatment plants and sewer systems including multiple decades of municipal service for the Nassau County (NY) Department of Public Works. Our Project Manager, **Adriana S. Restrepo**,



**P.E., ENV SP**, has over two (2) decades of experience in the planning and design of water and wastewater projects. Adriana has served as both a Project Manager and Engineer on numerous assignments including pump stations, gravity sewers, force mains, low pressure sewers, combined sewer systems, and water pollution control plants.

D&B's highly qualified personnel are experts in the area of sanitary sewer planning and design and have completed numerous projects spanning from planning through construction. Our vast experience has given us an understanding of advantages and limitations of various design and bidding strategies, technologies and construction techniques which we leverage to make the most appropriate recommendations for each client.

As demonstrated within our proposal, our staff has reviewed the available information within the RFP and Addendums to support our understanding of the project. Based upon the initial investigation and consideration of the possible environmental impacts, we have identified two (2) potential alternatives; specifically, replacing the pipe within its current alignment or repositioning the pipe in an offset alignment. Replacing the pipe within the current alignment would reduce the impacts to the surrounding area but would require a pump around and temporary diversion of flow downstream. The selection of an offset alignment would allow the installation of the new crossing while maintaining the current system in service.

Our initial analysis indicates that it may be prudent to perform non-destructive testing on the existing piles to consider the opportunity for reuse, which can result in significant savings. In many cases, the cost of additional testing is warranted when factoring in the potential for increased reliability, reduced construction duration and costs.

## **FINANCIAL STABILITY**

D&B has provided the requested financial records at the end of this proposal as **Appendix A – Financial Records**.



## M – FEE PROPOSAL

Following is our fee proposal for the scope of work included in Section F – Capability, and as delineated in our project schedule Section N. We have included both our detailed fee as well as the fee proposal form

Our team is ready and available to initiate this project as soon as a notice to proceed is received. We reviewed the tasks included in the request for proposal, and based on our experience, we have provided a work plan, schedule and fee that delineates the work to be completed under each task, expected deliverables and estimated timing for submittals. At the start of the project we will review the work plan with the Town and adjust duration, review process and/or deliverables, as necessary.

## FEE PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department  
First Floor, Sullivan Independence Hall  
725 Old Post Road, Fairfield, Connecticut 06824

I, Robert Raab, P.E., CCM have received the following contract documents,

1. BID Document #2021-36,
2. Posted addenda (if any) numbered 1 thru 1, posted at [www.fairfieldct.org/purchasing.htm](http://www.fairfieldct.org/purchasing.htm)

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

### Phase 1- Project Investigation and Analysis:

Estimated Hours 48 Hourly Rate \$ 136.98 Extended Total \$ 6,580

### Phase 2- Preliminary Design:

Estimated Hours 551 Hourly Rate \$ 140.49 Extended Total \$ 77,410

### Phase 3- Final Design:

Estimated Hours 293 Hourly Rate \$ 148.72 Extended Total \$ 43,580

### Phase 4- Contract Bidding Services:

Estimated Hours 60 Hourly Rate \$ 139.59 Extended Total \$ 8,380

Total Proposed Fee (Phases 1-4) \$ 135,950

Hourly rates included here represent averages. Hourly rates for surveying services were estimated as work will be completed or lump sum basis.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Robert Raab, SUP  
Name and Title of Authorized Representative (Printed)

Robert Raab  
Signature

11-30-20  
Date



# M – FEE PROPOSAL

Task	Task Description:	Task 1: Project Investigation and Analysis		Task 2: Preliminary Design		Task 3: Final Design		Task 4: Contract Bidding Services (Town's Option)		Task 5: Construction Administration and Inspection	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
		Hourly Rate									
		\$ -	\$ -	8	\$ -	8	\$ -	4	\$ -	0	\$ -
		\$175.00	\$1,400	40	\$7,000.00	20	\$3,500.00	16	\$2,800.00	0	\$ -
		\$137.00	\$1,101.60	16	\$2,203.20	12	\$1,652.40	0	\$ -	0	\$ -
		\$175.00	\$ -	16	\$2,800.00	12	\$2,100.00	0	\$ -	0	\$ -
		\$129.60	\$2,073.60	80	\$10,368.00	40	\$5,184.00	16	\$2,073.60	0	\$ -
		\$102.60	\$ -	24	\$2,462.40	24	\$2,462.40	0	\$ -	0	\$ -
		\$121.50	\$ -	24	\$2,916.00	16	\$1,944.00	0	\$ -	0	\$ -
		\$175.00	\$ -	24	\$4,200.01		\$ -	0	\$ -	0	\$ -
		\$148.50	\$ -	32	\$4,752.00	12	\$1,782.00	0	\$ -	0	\$ -
					\$7,500.00						
			\$2,000.00		\$18,100.00		\$22,500.00		\$3,500.00		
					\$10,600.00		\$2,450.00				
					\$4,500.00						
Total			\$6,580.00		\$77,410.00		\$43,580.00		\$8,380.00		\$ -
Total Proposed Not-To-Exceed Fee (Tasks 1 - 4): \$135,950.00											

**Assumptions:**

Geotechnical borings are not included as the existing information is expected to support the foundation design (see scope of work task 2.2 Section F of the proposal)  
An environmental boring program will be included if necessary upon consultation with the DEEP (our fee includes the review of existing information, environmental borings and sampling completed during the site restoration and consultation with DEEP)  
Funds may be transferred between tasks and/or subconsultants as necessary for project needs."

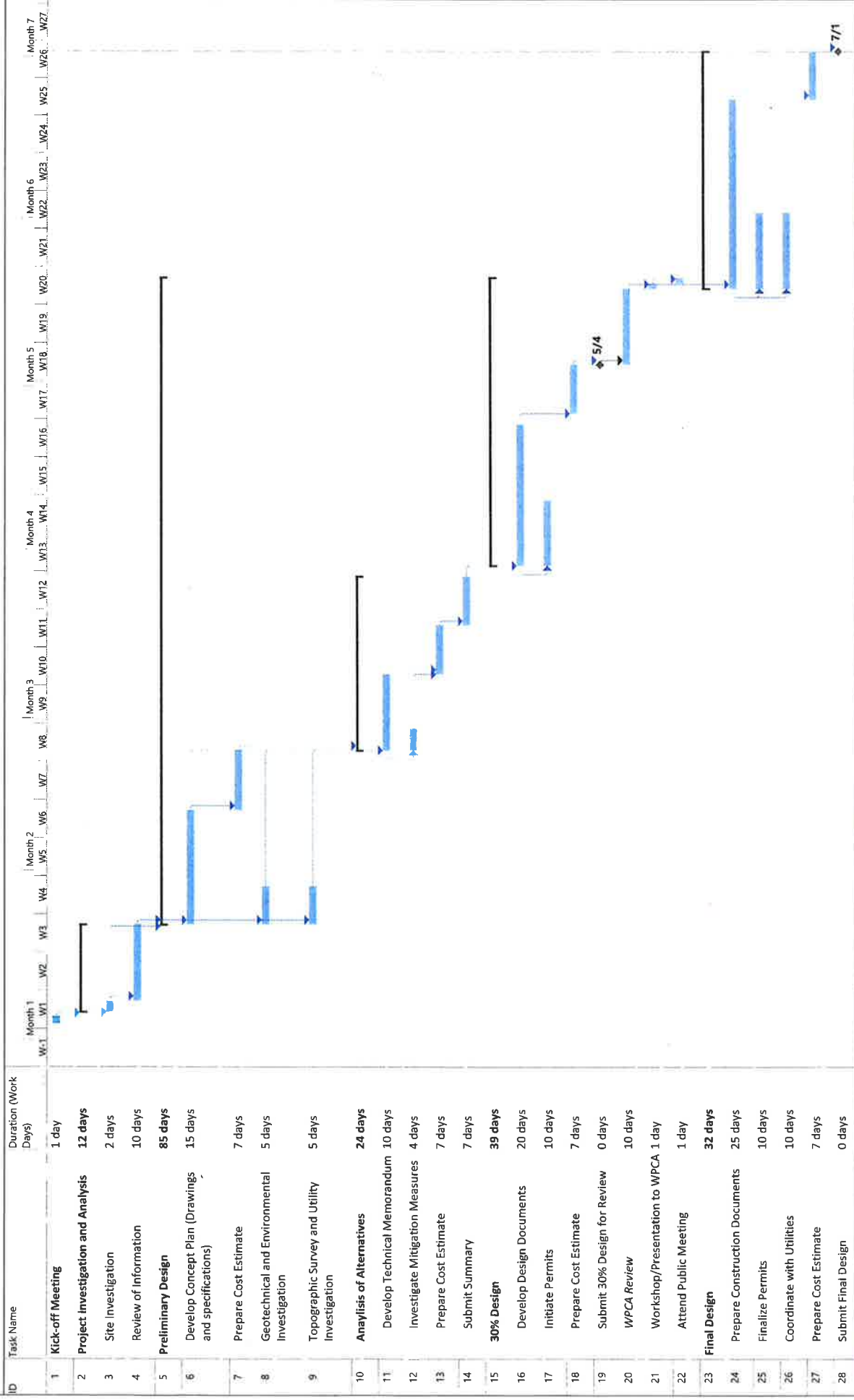


## N – ESTIMATED PROJECT SCHEDULE

D&B has provided a project schedule for the design completion, permitting, and construction required for this project.



EAST TRUNK SEWER WETLAND CROSSING  
TOWN OF FAIRFIELD



Task	Project Summary	Manual Task	Start-only	Deadline
Task Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Project: East Trunk Sewer Wetla  
Date: Mon 11/23/20



## **SENIOR AND DISABLED TAX RELIEF**

**§ 95-7** Enactment of tax relief; purpose; effective date.

The Town of Fairfield hereby enacts a tax relief program for elderly homeowners or permanently and totally disabled homeowners pursuant to Section 12-129n of the Connecticut General Statutes for eligible residents of the Town of Fairfield on the terms and conditions provided herein. This article is enacted for the purpose of assisting elderly or permanently disabled homeowners with a portion of the costs of property taxation. This program shall become effective for the assessment year commencing October 1, 2012.

**§ 95-8** Conditions for eligibility.

A. Any person who owns real property in the Town of Fairfield or is liable for payment of taxes thereon pursuant to Section 12-48 of the Connecticut General Statutes and who occupies said real property as a residence and fulfills the following eligibility requirements shall be entitled to tax relief on the Grand List immediately preceding the application period provided for in § 95-9 below. The reference to "person" pursuant to this subsection shall hereinafter mean either "applicant" or "recipient."

B. After the applicant's claim has been filed and approved, such applicant shall be required to file such an application biannually. All persons receiving Town tax relief under the article on the October 1, 2011, Grand List shall refile for such tax relief for October 1, 2012, and biennially thereafter based on the year of the initial claim. If a tax payer's initial year of filing was for an odd-numbered grand list year, refiling will occur for an odd-numbered Grand List year. If a tax payer's initial year of filing was for an even-numbered Grand List year, refiling will occur for an even-numbered grand list year."

C. The applicant shall be entitled to tax relief if all the following conditions are met:

(1) Such applicant (or a spouse domiciled with such applicant) has attained age 65 or over at the end of the preceding calendar year or is 60 years of age or over and the surviving spouse of a taxpayer qualified for tax relief under this program at the time of his or her death; or has not attained the age of 65 years and is eligible in accordance with the federal regulations to receive permanent total disability benefits under social security or has not been engaged in employment covered by social security and accordingly has not qualified for benefits thereunder, but has qualified for permanent total disability benefits under any federal, state or local government retirement or disability plan, including the Railroad Retirement Act and any teacher's retirement plan in which requirements with respect to qualifications for such permanent total disability benefits are comparable to such requirements under social security.

(2) Such applicant shall have been a taxpayer of the Town of Fairfield and have paid taxes for at least one year as of October 1 of the current Grand List year.

[Amended 5-29-2018]

(3) The property for which the benefit is claimed is the legal residence of such applicant and is occupied for than 183 days of each year by such applicant.

[Amended 5-29-2018]

(4) Such applicant(s) shall have applied for property tax relief under any state statutes applicable to persons 65 and over and the permanently and totally disabled for which he or she is eligible. If such

applicant has not applied for tax relief under any state statutes because he or she is not eligible, he or she shall so certify by filing on a form acceptable to the Assessor an affidavit attesting to his or her inability.

(5) Such persons shall have individually, if unmarried, or jointly, if married, qualifying income in an amount not to exceed limits described below for each program for the tax year ending immediately preceding the application for tax relief benefits. "Qualifying income" is defined as adjusted gross income, as defined in the Internal Revenue Code of 1986, as may be amended from time to time, plus the nontaxable portion of any social security benefits, railroad retirement benefits, any tax shelter losses, income from other tax-exempt retirements and annuity sources and income from tax-exempt bonds and any other income not includable in adjusted gross income. Unreimbursed gross medical and dental expenses shall be deducted from income in calculating the applicant's Qualifying Income, as long as such unreimbursed gross medical and dental expenses are included on the applicant's federal income tax return of the calendar year immediately preceding the year of application as an itemized deduction and qualify as a medical deduction under Section 213(a) of the Internal Revenue Code of 1986, as may be amended.

(6) Such person shall have applied or reapplied in person to the Assessor for the tax relief during the application period established in § 95-9 below.

[Amended 5-29-2018]

(7) Benefits granted under this article shall be prorated by the office of the Assessor in the event of the sale or transfer of the affected real estate or the death of the applicant and the surviving spouse, if applicable.

(8) [1]Any application and spouse who qualify for property tax relief under this article shall have a qualifying total asset value (QTAV) not exceeding \$650,000. Qualifying total asset value shall consist of any and all assets of the applicant and spouse as of the date of application but shall specifically exclude the value of the applicant's primary legal residence and all tangible personal property contained therein. Each applicant to whom QTAV applies shall make a sworn statement in a form satisfactory to the Assessor that such applicant's QTAV does not exceed \$650,000.

*[1] Editor's Note: Former Subsection C(8), which stated that taxpayers shall not be delinquent in payment of real property, personal, or motor vehicle taxes, sewer use charges, or sewer assessments for any period extending back more than one year immediately preceding the date of their application, was repealed 5-29-2018. This ordinance also renumbered former Subsection C(9) as Subsection C(8).*

D. A married homeowner whose spouse is a resident of a health-care facility or nursing home in Connecticut that is receiving payment related to such spouse under Title XIX (Medicaid) need not declare the spouse's social security income. Proof that the spouse is in a facility must be provided, including the period of time said spouse was in the facility, the time that Title XIX commenced, and the name and address of the facility. The statement of proof must be on the facility's letterhead and signed by the administrator or other official of the facility.

**§ 95-9 Application.**

***[Amended 5-29-2018]***

In order to be entitled to the tax relief provided herein, an application must be filed with the Assessor not earlier than February 1 and not later than May 15 preceding the fiscal year in which the tax is payable.

A. Any eligible taxpayer, or his/her authorized agent, shall file applications for tax relief and tax deferral under this chapter with the Town of Fairfield Assessor, any time from the first of February to the 15th day of May, prior to the commencement of the tax year for which tax relief is claimed, on a form or forms prescribed and furnished by the Town of Fairfield. In making such application, the taxpayer shall present to the Assessor, in substantiation of his/her application, a copy of his/her federal income tax return for the calendar year immediately preceding the year of application, a copy of the Social Security Act Administration Form 1099, or, if not required to file a return, such other evidence of qualifying income which the Assessor may reasonably require to establish compliance with the income qualifications provided in § 95-15 of this article. The applicant, or his/her authorized agent, shall sign a sworn affidavit in the presence of the Assessor affirming the accuracy of the statements in the application.

B. When the Assessor is satisfied that the applying taxpayer qualifies under this article, he/she shall compute the amount of such tax relief and tax deferral and cause certificates of tax credit and tax deferral to be issued in such form as to permit the Tax Collector to reduce the amount of tax levied against the taxpayer and make proper record thereof, and a copy thereof shall be delivered to the applicant. Neither the Assessor nor the Tax Collector shall unreasonably withhold the issuance of such a tax credit and tax deferral to a properly qualifying taxpayer. The tax credit shall be applied to the tax payments.

C. Affidavits or applications or other documents presented in support of the application for tax relief or tax deferral shall not be open for public inspection and shall not be disclosed except in connection with claims of fraud.

D. An eligible taxpayer may make his/her application for tax relief or tax deferral to the Assessor up until August 15th of the claim year if approved for extension by the Assessor. The Assessor may grant such extension in the case of extenuating circumstance due to illness or incapacitation as evidenced by a [physician's] certificate signed by a physician or an advanced practice registered nurse, or if the Assessor determines there is good cause for doing so. Reference Public Act 12-197 amending 12-170w of the Connecticut General Statutes.

**§ 95-10** Amount of tax relief per person limited.

***[Amended 5-29-2018]***

No property tax relief provided for any person shall exceed in the aggregate 75% of the tax which would, except for the benefits provided by state statutes and the program(s), be laid against such person.

**§ 95-11** Amount of relief granted through program limited.

The total of all relief granted under the provisions of these programs shall not exceed an amount equal to 2.5% of the total real property tax levied in Fairfield in the preceding fiscal year. The total amount

that can be deferred under § 95-15B is limited to a maximum of \$500,000 in any tax year. In the event that either foregoing limitation on relief is reached, relief shall be prorated among qualified applicants.

**§ 95-12** Relief per parcel of property limited to eligible persons.

***[Amended 5-29-2018]***

Only one tax relief benefit shall be allowed for each parcel of real property eligible for tax relief under the programs. In the event that title to real property is recorded in the name of the taxpayer or his or her spouse who are eligible for tax relief and any other person or persons, the tax relief under the programs shall be prorated to allow a tax relief benefit equivalent to the fractional share in the property of such taxpayer or spouse, and the person or persons not eligible shall not receive any tax relief.

**§ 95-13** Effect on other benefits.

***[Amended 5-29-2018]***

The tax relief provided to any person under the programs shall not disqualify such person with respect to any benefits for which such person is eligible under any state statute, and any tax relief provided under the article shall be in addition to any such benefits.

**§ 95-14** Partial waiver of lien rights.

The Town of Fairfield hereby waives any lien rights given to it by Section 12-129n of the Connecticut General Statutes with respect to the tax freeze and tax credit programs but will exercise such rights as provided below with respect to the tax deferral program.

**§ 95-15** Tax relief programs.

An applicant may not apply, in any assessment year, for more than one of the following Town tax relief programs:

A. Tax freeze. Any taxpayer meeting the eligibility requirements of § 95-8 and having qualifying income not exceeding \$50,600 may elect to apply for a freeze under which such taxpayer shall pay the gross tax levied on applicable property, calculated for the first year the application is granted (the "freeze amount") and shall be entitled to continue to pay no more than the freeze amount for each subsequent year in which the taxpayer, or his surviving spouse, continues to meet such qualifications, subject to the following:

- (1) In the event that the applicant shall make improvements to his property resulting in an increase in his assessment, an amount calculated by multiplying the increase in the taxpayer's assessment attributable to the improvement by the mill rate in effect in the year such reassessment takes place shall be added to the freeze amount then applicable to obtain a revised freeze amount which will be the freeze amount for subsequent assessment years;
- (2) The applicant or his or her spouse must be at least 65 years of age at the time of such application;
- (3) Relief under this tax freeze is limited to not more than six consecutive years (not including the initial year that is used as the year to determine the freeze amount). Should the applicant choose to apply for the tax deferral program, described below, in the year following the last year of tax freeze eligibility, the freeze amount shall be used as the deferral base under that program;

(4) An applicant and/or his or her spouse may only receive tax relief under the tax freeze program once during his or her life with an individual also being deemed to have received such tax relief under the tax freeze program if their spouse received such benefits while they were married;

(5) The qualifying income threshold of \$50,600 for the tax freeze program indicated in § 95-15A above shall be adjusted in the same manner as described in § 95-15C(2) with respect to the tax credit program; and

(6) If a decrease in the mill rate lowers the normal tax bill below the original frozen tax level, the applicant will pay the normal tax. When the normal tax bill exceeds the original frozen tax bill, the applicant will pay his original frozen tax bill. The counting of the six-year period specified in § 95-15A(3) shall be suspended during the period in which the applicant pays the normal tax.

B. Tax deferral. Any taxpayer age 75 or older at the end of the preceding calendar year and meeting the eligibility requirements of § 95-8 and having qualifying income not exceeding \$80,000 may elect to apply for a deferral of up to 50% of the gross tax levied on applicable property each year in which the taxpayer, or his surviving spouse, continues to meet such eligibility requirements, subject to the following:

(1) The recipient shall enter into a written agreement with the Town providing for reimbursement, which shall be recorded in the land records of the Town and shall constitute a lien on the property payable upon death or conveyance.

(2) All deferral benefits plus interest shall be reimbursed to the Town:

a) one year after the recipient's death, unless the recipient's surviving spouse applies for benefits under this program and also qualifies under [§ 95-8](#);

b) Upon conveyance of the real property subject to taxation; or

c) Upon the property no longer being the recipient's principal residence.

(3) All benefits shall be subject to an interest charge at the greater of the annual percentage rate of 3% or the rate on ten-year United States Treasury Notes. The rate for the purposes of this subsection shall be set by the Chief Fiscal Officer of the Town of Fairfield on January 31 in each calendar year or, if such day is a day on which the fiscal office of the Town of Fairfield is not open, on the next prior day on which it is open. Such rate shall be effective for the following year. Such interest shall be simple interest, not compounded, and shall accrue from the date of deferral until the date of repayment.

(4) Total deferments, including accrued interest, for all years shall not exceed 70% of the most recent assessed value of the real property.

(5) The qualifying income threshold of \$80,000 for the tax deferral program indicated in § 95-15B above shall be adjusted in the same manner as described in § 95-15C(2) with respect to the tax credit program.

(6) If a decrease in the mill rate lowers the normal tax bill below the original deferral base, the applicant will pay the normal tax. When the normal tax bill exceeds the original deferral base, the applicant will pay the original deferral base.

(7) Taxpayers between the age 65 and 75 who had participated in the tax deferral option as of the 2012 Grand List may reapply for their original deferral base (deferring tax above that base), provided their qualifying income for the preceding year did not exceed \$80,000.

C. Tax credit.

(1) Any applicant meeting the eligibility requirements of § 95-8 and having qualifying income shown in the table below, adjusted annually as provided in Subsection C(2) below, shall be entitled to a tax credit of up to a maximum (as limited by § 95-10) provided in the following table, effective for the assessment year beginning October 1, ~~2012~~2019, and for each assessment year thereafter:

Qualifying Income <del>(as of 2012)</del> <u>(as of 2019)</u>			
Over	To	Tax Credit (percentage of tax due)	Cap (not to exceed)
\$0	<del>\$16,700</del> <u>\$18,600</u>	<del>67</del> <u>75</u> %	<del>\$5,000</del> <u>\$7,500</u>
<del>\$16,700</del> <u>\$18,600</u>	<del>\$23,900</del> <u>\$25,500</u>	<del>60</del> <u>65</u> %	<del>\$4,500</del> <u>\$6,500</u>
<del>\$23,900</del> <u>\$26,500</u>	<del>\$29,500</del> <u>\$32,700</u>	<del>50</del> <u>55</u> %	<del>\$3,700</del> <u>\$5,500</u>
<del>\$29,500</del> <u>\$32,700</u>	<del>\$35,300</del> <u>\$39,000</u>	<del>42</del> <u>45</u> %	<del>\$3,500</del> <u>\$4,500</u>
<del>\$35,300</del> <u>\$39,300</u>	<del>\$43,400</del> <u>\$48,000</u>	<del>33</del> <u>35</u> %	<del>\$2,700</del> <u>\$3,500</u>
<del>\$43,400</del> <u>\$48,000</u>	<del>\$50,600</del> <u>\$56,000</u>	25%	<del>\$2,000</del> <u>\$2,500</u>
<del>\$50,600</del> <u>\$56,000</u>	<del>\$70,000</del> <u>\$77,300</u>	15%	<del>\$1,400</del> <u>\$1,500</u>

*For prior credit option participants, tax credit will not be less than calculated for 2012/2013, based upon 2012/2013 qualification levels.*

(2) The amounts of qualifying income shown in the above table shall be adjusted annually in a uniform manner to reflect the annual inflation adjustment in social security income, with each adjustment of qualifying income determined to the nearest \$100. Each such adjustment shall be prepared by the Secretary of the Office of Policy and Management, State of Connecticut, in relation to the annual inflation adjustment in social security, if any, becoming effective at any time during the twelve-month period immediately preceding the first of October of each year, and shall be the amount of such adjustment which is distributed to the Assessor as of December 31 next following. Adjustments for any bracket of qualifying income not included in the adjustments made by the Secretary of the Office of Policy and Management shall be made by the Assessor by applying the same percentage used by the Secretary of the Office of Policy and Management in making its adjustments and with each adjustment of qualifying income determined to the nearest \$100.

§ 95-15.1 Report by Assessor.

The Assessor shall report to the RTM ~~and the Board of Finance~~ every June on the tax relief program established under Article III of Chapter 95.

§ 95-15.2 Severability.

Commented [DC1]: Updated date

Commented [DC2]: Clarification of date when data is relevant

Commented [DC3]: Added BOF review

In the event that any provision of §§ 95-7 through 95-15 of the Fairfield Town Code is found to be unlawful, only such unlawful provision shall be ineffective, and all other provisions shall remain in full force and effect.

**§ 95-15.3** When effective.

The amendments to §§ 95-7 through 95-15.2 shall become effective immediately after the period for subjecting them to a referendum has expired.

**§ 95-15.4 S&DTR Review Committee Initiation**

When either the Assessor, the Board of Finance or the Representative Town Meeting (in each case by majority vote) believes revisions should be made to Article III of Chapter 95 of the Town Code, Tax Relief for Elderly and Disabled Homeowners ("Chapter 95, Article III"), he/she or it shall make a request for the Board of Finance (BOF) to review the same. The BOF shall create a three-person BOF Chapter 95, Article III Review Committee, no more than two members of which shall be from the same political party, and make a recommendation to the entire BOF of whether any revisions should be made, and if so, what recommendations should be made. If the BOF determines that changes are necessary to Chapter 95, Article III, a joint Senior & Disabled Tax Relief Committee (S&DTRC) shall be formed and tasked with recommending changes to the BOF. The joint S&DTRC will consist of the three members of the BOF Chapter 95, Article III review committee and two members of the Representative Town Meeting (RTM). The two RTM members shall be appointed by the Special Legislative Management Committee ("Committee on Committees") of the RTM and may not be from the same political party. The BOF will review the recommended changes proposed by the S&DTRC and vote on a recommendation of changes to Chapter 95, Tax Relief for Elderly and Disabled Homeowners. The recommendation approved by the BOF will then be sent to the RTM for approval pursuant to its approval process.

**~~§ 95-15.4 RTM Review Committee.~~**

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

For February 2021 meeting vote on Senior and Disabled Tax Relief ordinance:

Applicable Language in Connecticut General Statutes:

**Sec. 12-129n. Optional municipal property tax relief program for certain homeowners age sixty-five or over or permanently and totally disabled.**

\*\*\*\*

(b) .... After the initial approval of such property tax relief by the legislative body of such municipality, ***such plan may be amended from time to time by vote of its legislative body on recommendation of its board of finance or equivalent body*** without compliance with the requirements of this subsection applicable to such initial approval.



To: Members of the Representative Town Meeting

From: Chris Dewitt, Vice Chairman, Board of Finance

Date: February 2021

Subject: Senior and Disabled Tax Relief Recommendations

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For your consideration, below please find the changes unanimously recommended by the Board of Finance and subsequently put forward by the RTM Legislative and Administrative Committee. Changes are marked by redline.

The L&A Committee voted 5-3 to enact additional changes to Section 95-15.4 Review Committee Initiation that were discussed by the Board of Finance, but not adopted. Those changes are highlighted below.

#### **SENIOR AND DISABLED TAX RELIEF**

##### **§ 95-7** Enactment of tax relief; purpose; effective date.

The Town of Fairfield hereby enacts a tax relief program for elderly homeowners or permanently and totally disabled homeowners pursuant to Section 12-129n of the Connecticut General Statutes for eligible residents of the Town of Fairfield on the terms and conditions provided herein. This article is enacted for the purpose of assisting elderly or permanently disabled homeowners with a portion of the costs of property taxation. This program shall become effective for the assessment year commencing October 1, 2012.

##### **§ 95-8** Conditions for eligibility.

A. Any person who owns real property in the Town of Fairfield or is liable for payment of taxes thereon pursuant to Section 12-48 of the Connecticut General Statutes and who occupies said real property as a residence and fulfills the following eligibility requirements shall be entitled to tax relief on the Grand List immediately preceding the application period provided for in § 95-9 below. The reference to "person" pursuant to this subsection shall hereinafter mean either "applicant" or "recipient."

B. After the applicant's claim has been filed and approved, such applicant shall be required to file such an application biannually. All persons receiving Town tax relief under the article on the October 1, 2011, Grand List shall refile for such tax relief for October 1, 2012, and biennially thereafter based on the year of the initial claim. If a tax payer's initial year of filing was for an odd-numbered grand list year, refiling will occur for an odd-numbered Grand List year. If a tax payer's initial year of filing was for an even-numbered Grand List year, refiling will occur for an even-numbered grand list year."

C. The applicant shall be entitled to tax relief if all the following conditions are met:

(1) Such applicant (or a spouse domiciled with such applicant) has attained age 65 or over at the end of the preceding calendar year or is 60 years of age or over and the surviving spouse of a taxpayer qualified for tax relief under this program at the time of his or her death; or has not attained the age of 65 years and is eligible in accordance with the federal regulations to receive permanent total disability benefits under social security or has not been engaged in employment covered by social security and accordingly has not qualified for benefits thereunder, but has

qualified for permanent total disability benefits under any federal, state or local government retirement or disability plan, including the Railroad Retirement Act and any teacher's retirement plan in which requirements with respect to qualifications for such permanent total disability benefits are comparable to such requirements under social security.

(2) Such applicant shall have been a taxpayer of the Town of Fairfield and have paid taxes for at least one year as of October 1 of the current Grand List year.

[Amended 5-29-2018]

(3) The property for which the benefit is claimed is the legal residence of such applicant and is occupied for than 183 days of each year by such applicant.

[Amended 5-29-2018]

(4) Such applicant(s) shall have applied for property tax relief under any state statutes applicable to persons 65 and over and the permanently and totally disabled for which he or she is eligible. If such applicant has not applied for tax relief under any state statutes because he or she is not eligible, he or she shall so certify by filing on a form acceptable to the Assessor an affidavit attesting to his or her inability.

(5) Such persons shall have individually, if unmarried, or jointly, if married, qualifying income in an amount not to exceed limits described below for each program for the tax year ending immediately preceding the application for tax relief benefits. "Qualifying income" is defined as adjusted gross income, as defined in the Internal Revenue Code of 1986, as may be amended from time to time, plus the nontaxable portion of any social security benefits, railroad retirement benefits, any tax shelter losses, income from other tax-exempt retirements and annuity sources and income from tax-exempt bonds and any other income not includable in adjusted gross income. Unreimbursed gross medical and dental expenses shall be deducted from income in calculating the applicant's Qualifying Income, as long as such unreimbursed gross medical and dental expenses are included on the applicant's federal income tax return of the calendar year immediately preceding the year of application as an itemized deduction and qualify as a medical deduction under Section 213(a) of the Internal Revenue Code of 1986, as may be amended.

(6) Such person shall have applied or reapplied in person to the Assessor for the tax relief during the application period established in § 95-9 below.

[Amended 5-29-2018]

(7) Benefits granted under this article shall be prorated by the office of the Assessor in the event of the sale or transfer of the affected real estate or the death of the applicant and the surviving spouse, if applicable.

(8) [1]Any application and spouse who qualify for property tax relief under this article shall have a qualifying total asset value (QTAV) not exceeding \$650,000. Qualifying total asset value shall consist of any and all assets of the applicant and spouse as of the date of application but shall specifically exclude the value of the applicant's primary legal residence and all tangible personal property contained therein. Each applicant to whom QTAV applies shall make a sworn statement in a form satisfactory to the Assessor that such applicant's QTAV does not exceed \$650,000.

*[1] Editor's Note: Former Subsection C(8), which stated that taxpayers shall not be delinquent in payment of real property, personal, or motor vehicle taxes, sewer use charges, or sewer assessments for any period extending back more than one year immediately preceding the date of their application, was repealed 5-29-2018. This ordinance also renumbered former Subsection C(9) as Subsection C(8).*

D. A married homeowner whose spouse is a resident of a health-care facility or nursing home in Connecticut that is receiving payment related to such spouse under Title XIX (Medicaid) need not declare the spouse's social security income. Proof that the spouse is in a facility must be provided, including the period of time said spouse was in the facility, the time that Title XIX commenced, and the name and address of the facility. The statement of proof must be on the facility's letterhead and signed by the administrator or other official of the facility.

#### **§ 95-9 Application.**

***[Amended 5-29-2018]***

In order to be entitled to the tax relief provided herein, an application must be filed with the Assessor not earlier than February 1 and not later than May 15 preceding the fiscal year in which the tax is payable.

A. Any eligible taxpayer, or his/her authorized agent, shall file applications for tax relief and tax deferral under this chapter with the Town of Fairfield Assessor, any time from the first of February to the 15th day of May, prior to the commencement of the tax year for which tax relief is claimed, on a form or forms prescribed and furnished by the Town of Fairfield. In making such application, the taxpayer shall present to the Assessor, in substantiation of his/her application, a copy of his/her federal income tax return for the calendar year immediately preceding the year of application, a copy of the Social Security Act Administration Form 1099, or, if not required to file a return, such other evidence of qualifying income which the Assessor may reasonably require to establish compliance with the income qualifications provided in § 95-15 of this article. The applicant, or his/her authorized agent, shall sign a sworn affidavit in the presence of the Assessor affirming the accuracy of the statements in the application.

B. When the Assessor is satisfied that the applying taxpayer qualifies under this article, he/she shall compute the amount of such tax relief and tax deferral and cause certificates of tax credit and tax deferral to be issued in such form as to permit the Tax Collector to reduce the amount of tax levied against the taxpayer and make proper record thereof, and a copy thereof shall be delivered to the applicant. Neither the Assessor nor the Tax Collector shall unreasonably withhold the issuance of such a tax credit and tax deferral to a properly qualifying taxpayer. The tax credit shall be applied to the tax payments.

C. Affidavits or applications or other documents presented in support of the application for tax relief or tax deferral shall not be open for public inspection and shall not be disclosed except in connection with claims of fraud.

D. An eligible taxpayer may make his/her application for tax relief or tax deferral to the Assessor up until August 15th of the claim year if approved for extension by the Assessor. The Assessor may grant such extension in the case of extenuating circumstance due to illness or incapacitation as evidenced by a [physician's] certificate signed by a physician or an advanced practice registered nurse, or if the Assessor

determines there is good cause for doing so. Reference Public Act 12-197 amending 12-170w of the Connecticut General Statutes.

**§ 95-10** Amount of tax relief per person limited.

**[Amended 5-29-2018]**

No property tax relief provided for any person shall exceed in the aggregate 75% of the tax which would, except for the benefits provided by state statutes and the program(s), be laid against such person.

**§ 95-11** Amount of relief granted through program limited.

The total of all relief granted under the provisions of these programs shall not exceed an amount equal to 2.5% of the total real property tax levied in Fairfield in the preceding fiscal year. The total amount that can be deferred under § 95-15B is limited to a maximum of \$500,000 in any tax year. In the event that either foregoing limitation on relief is reached, relief shall be prorated among qualified applicants.

**§ 95-12** Relief per parcel of property limited to eligible persons.

**[Amended 5-29-2018]**

Only one tax relief benefit shall be allowed for each parcel of real property eligible for tax relief under the programs. In the event that title to real property is recorded in the name of the taxpayer or his or her spouse who are eligible for tax relief and any other person or persons, the tax relief under the programs shall be prorated to allow a tax relief benefit equivalent to the fractional share in the property of such taxpayer or spouse, and the person or persons not eligible shall not receive any tax relief.

**§ 95-13** Effect on other benefits.

**[Amended 5-29-2018]**

The tax relief provided to any person under the programs shall not disqualify such person with respect to any benefits for which such person is eligible under any state statute, and any tax relief provided under the article shall be in addition to any such benefits.

**§ 95-14** Partial waiver of lien rights.

The Town of Fairfield hereby waives any lien rights given to it by Section 12-129n of the Connecticut General Statutes with respect to the tax freeze and tax credit programs but will exercise such rights as provided below with respect to the tax deferral program.

**§ 95-15** Tax relief programs.

An applicant may not apply, in any assessment year, for more than one of the following Town tax relief programs:

A. Tax freeze. Any taxpayer meeting the eligibility requirements of § 95-8 and having qualifying income not exceeding \$50,600 may elect to apply for a freeze under which such taxpayer shall pay the gross tax levied on applicable property, calculated for the first year the application is granted (the "freeze amount") and shall be entitled to continue to pay no more than the freeze amount for each subsequent year in

which the taxpayer, or his surviving spouse, continues to meet such qualifications, subject to the following:

- (1) In the event that the applicant shall make improvements to his property resulting in an increase in his assessment, an amount calculated by multiplying the increase in the taxpayer's assessment attributable to the improvement by the mill rate in effect in the year such reassessment takes place shall be added to the freeze amount then applicable to obtain a revised freeze amount which will be the freeze amount for subsequent assessment years;
- (2) The applicant or his or her spouse must be at least 65 years of age at the time of such application;
- (3) Relief under this tax freeze is limited to not more than six consecutive years (not including the initial year that is used as the year to determine the freeze amount). Should the applicant choose to apply for the tax deferral program, described below, in the year following the last year of tax freeze eligibility, the freeze amount shall be used as the deferral base under that program;
- (4) An applicant and/or his or her spouse may only receive tax relief under the tax freeze program once during his or her life with an individual also being deemed to have received such tax relief under the tax freeze program if their spouse received such benefits while they were married;
- (5) The qualifying income threshold of \$50,600 for the tax freeze program indicated in § 95-15A above shall be adjusted in the same manner as described in § 95-15C(2) with respect to the tax credit program; and
- (6) If a decrease in the mill rate lowers the normal tax bill below the original frozen tax level, the applicant will pay the normal tax. When the normal tax bill exceeds the original frozen tax bill, the applicant will pay his original frozen tax bill. The counting of the six-year period specified in § 95-15A(3) shall be suspended during the period in which the applicant pays the normal tax.

B. Tax deferral. Any taxpayer age 75 or older at the end of the preceding calendar year and meeting the eligibility requirements of § 95-8 and having qualifying income not exceeding \$80,000 may elect to apply for a deferral of up to 50% of the gross tax levied on applicable property each year in which the taxpayer, or his surviving spouse, continues to meet such eligibility requirements, subject to the following:

- (1) The recipient shall enter into a written agreement with the Town providing for reimbursement, which shall be recorded in the land records of the Town and shall constitute a lien on the property payable upon death or conveyance.
- (2) All deferral benefits plus interest shall be reimbursed to the Town:
  - a) one year after the recipient's death, unless the recipient's surviving spouse applies for benefits under this program and also qualifies under § 95-8;
  - b) Upon conveyance of the real property subject to taxation; or
  - c) Upon the property no longer being the recipient's principal residence.
- (3) All benefits shall be subject to an interest charge at the greater of the annual percentage rate of 3% or the rate on ten-year United States Treasury Notes. The rate for the purposes of this

subsection shall be set by the Chief Fiscal Officer of the Town of Fairfield on January 31 in each calendar year or, if such day is a day on which the fiscal office of the Town of Fairfield is not open, on the next prior day on which it is open. Such rate shall be effective for the following year. Such interest shall be simple interest, not compounded, and shall accrue from the date of deferral until the date of repayment.

(4) Total deferments, including accrued interest, for all years shall not exceed 70% of the most recent assessed value of the real property.

(5) The qualifying income threshold of \$80,000 for the tax deferral program indicated in § 95-15B above shall be adjusted in the same manner as described in § 95-15C(2) with respect to the tax credit program.

(6) If a decrease in the mill rate lowers the normal tax bill below the original deferral base, the applicant will pay the normal tax. When the normal tax bill exceeds the original deferral base, the applicant will pay the original deferral base.

(7) Taxpayers between the age 65 and 75 who had participated in the tax deferral option as of the 2012 Grand List may reapply for their original deferral base (deferring tax above that base), provided their qualifying income for the preceding year did not exceed \$80,000.

#### C. Tax credit.

(1) Any applicant meeting the eligibility requirements of § 95-8 and having qualifying income shown in the table below, adjusted annually as provided in Subsection C(2) below, shall be entitled to a tax credit of up to a maximum (as limited by § 95-10) provided in the following table, effective for the assessment year beginning October 1, ~~2012~~2019, and for each assessment year thereafter:

Qualifying Income <del>(as of 2012)</del> <u>(as of 2019)</u>			
Over	To	Tax Credit (percentage of tax due)	Cap (not to exceed)
\$0	<del>\$16,700</del> <u>\$18,600</u>	<del>67</del> <u>75</u> %	<del>\$5,000</del> <u>7,500</u>
<del>\$16,701</del> <u>\$18,601</u>	<del>\$23,900</del> <u>\$25,500</u>	<del>60</del> <u>65</u> %	<del>\$4,500</del> <u>6,500</u>
<del>\$23,901</del> <u>\$26,501</u>	<del>\$29,500</del> <u>\$32,700</u>	<del>50</del> <u>55</u> %	<del>\$3,700</del> <u>5,500</u>
<del>\$29,501</del> <u>\$32,701</u>	<del>\$35,300</del> <u>\$39,000</u>	<del>42</del> <u>45</u> %	<del>\$3,500</del> <u>4,500</u>
<del>\$35,301</del> <u>\$39,301</u>	<del>\$43,400</del> <u>\$48,000</u>	<del>33</del> <u>35</u> %	<del>\$2,700</del> <u>3,500</u>
<del>\$43,401</del> <u>\$48,001</u>	<del>\$50,600</del> <u>\$56,000</u>	25%	<del>\$2,000</del> <u>2,500</u>
<del>\$50,601</del> <u>\$56,001</u>	<del>\$70,000</del> <u>\$77,300</u>	15%	<del>\$1,400</del> <u>1,500</u>

*For prior credit option participants, tax credit will not be less than calculated for 2012/2013, based upon 2012/2013 qualification levels.*

(2) The amounts of qualifying income shown in the above table shall be adjusted annually in a uniform manner to reflect the annual inflation adjustment in social security income, with each adjustment of qualifying income determined to the nearest \$100. Each such adjustment shall be prepared by the Secretary of the Office of Policy and Management, State of Connecticut, in relation to the annual inflation adjustment in social security, if any, becoming effective at any time during the twelve-month period immediately preceding the first of October of each year, and shall

Commented [DC1]: Updated date

Commented [DC2]: Clarification of date when data is relevant

be the amount of such adjustment which is distributed to the Assessor as of December 31 next following. Adjustments for any bracket of qualifying income not included in the adjustments made by the Secretary of the Office of Policy and Management shall be made by the Assessor by applying the same percentage used by the Secretary of the Office of Policy and Management in making its adjustments and with each adjustment of qualifying income determined to the nearest \$100.

**§ 95-15.1 Report by Assessor.**

The Assessor shall report to the RTM and the Board of Finance every June on the tax relief program established under Article III of Chapter 95.

**Commented [DC3]:** Added BOF review

**§ 95-15.2 Severability.**

In the event that any provision of §§ 95-7 through 95-15 of the Fairfield Town Code is found to be unlawful, only such unlawful provision shall be ineffective, and all other provisions shall remain in full force and effect.

**§ 95-15.3 When effective.**

The amendments to §§ 95-7 through 95-15.2 shall become effective immediately after the period for subjecting them to a referendum has expired.

**§ 95-15.4 S&DTR Review Committee Initiation**

**§ 95-15.4 RTM Review Committee.**

[Amended 2-23-2015; 5-29-2018]

When the Town Tax Assessor believes revisions should be made to Senior and Disabled Tax Relief Program, he/she shall make a request for the Board of Finance (BOF) to review the same. The BOF shall create a three-person Chapter 95, Tax Relief for Elderly and Disabled Homeowners Review Committee and make a recommendation to the entire BOF of whether any revisions should be made, and if so, what recommendations should be made. If the BOF determines that a change(s) are necessary to Chapter 95, Tax Relief for Elderly and Disabled Homeowners, a joint Senior & Disabled Tax Relief Committee (S&DTRC) shall be formed and tasked with recommending changes to the BOF. The joint S&DTRC will consist of the three members from the BOF review committee and two members of the Representative Town Meeting (RTM). The two RTM members shall be appointed by the Special Legislative Management Committee ("Committee on Committees") and may not be from the same political party. The BOF will review the recommended changes proposed by the S&DTRC and vote on a recommendation of changes to Chapter 95, Tax Relief for Elderly and Disabled Homeowners, to the RTM for approval pursuant to its approval process.

At its first regularly scheduled meeting in January 2020, the Representative Town Meeting shall convene a special committee to review Article III of Chapter 95, Tax Relief for Elderly and Disabled Homeowners.

**Commented [CD4]:** Approved by BOF, rejected by RTM L&A

*Changes Initiated by RTM L&A*

**§ 95-15.4 S&DTR Review Committee Initiation**

When either the Assessor, the Board of Finance or the Representative Town Meeting (in each case by majority vote) believes revisions should be made to Article III of Chapter 95 of the Town Code, Tax Relief for Elderly and Disabled Homeowners ("Chapter 95, Article III"), he/she or it shall make a request for the Board of Finance (BOF) to review the same. The BOF shall create a three-person BOF Chapter 95, Article III Review Committee, no more than two members of which shall be from the same political party, and make a recommendation to the entire BOF of whether any revisions should be made, and if so, what recommendations should be made. If the BOF determines that changes are necessary to Chapter 95, Article III, a joint Senior & Disabled Tax Relief Committee (S&DTRC) shall be formed and tasked with recommending changes to the BOF. The joint S&DTRC will consist of the three members of the BOF Chapter 95, Article III review committee and two members of the Representative Town Meeting (RTM). The two RTM members shall be appointed by the Special Legislative Management Committee ("Committee on Committees") of the RTM and may not be from the same political party. The BOF will review the recommended changes proposed by the S&DTRC and vote on a recommendation of changes to Chapter 95, Tax Relief for Elderly and Disabled Homeowners. The recommendation approved by the BOF will then be sent to the RTM for approval pursuant to its approval process.

~~**§ 95-15.4 RTM Review Committee**~~

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



**From:** [Karen Wackerman](#)  
**To:** [Iacono, Pamela](#)  
**Cc:** [Browne, Betsy](#); [DeWitt, Christopher](#)  
**Subject:** Re: Senior and Disabled Tax Relief Report Information  
**Date:** Monday, February 8, 2021 4:43:49 PM  
**Attachments:** [S&DTR Meeting Proposed Changes for 2.3.21 meeting passed redlined.docx](#)

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To the RTM:

As you might expect, there is much more to the story than Representative Iacono relates.

While Mr. DeWitt highlighted the small portion of language in the L&A approved version that you can see in what Representative Iacono attached, you can also see that he did not include any comment explaining why that particular language was highlighted. I asked Mr. DeWitt for permission to delete the highlighting because it suggested that the highlighted language was the only language changed and I believed it was confusing and misleading to both the RTM and the public. However, I never got a response to my specific question. In order to finalize the materials that had to be sent to the RTM today, I deleted the highlighting. Every other part of Mr. DeWitt's memo that is in your materials is exactly as he submitted it to me.

I attach a redlined version of what L&A voted to recommend to the RTM, comparing the approved version to what the BOF sent to us. As you can see from the redline, there are many changes, including another change that Rep. Iacono called "substantive" during the L&A meeting (the requirement that the BOF committee have no more than two members of the same party) but which was not highlighted in Mr. DeWitt's version.

I strongly suggest that if you are interested in this matter you listen to the recorded L&A meeting to hear the full discussion.

As moderator, I will object to and exclude or correct misleading materials from the backup for meetings, as I did today. I often discuss materials submitted by town staff if I have a question or correction so that we can ensure all materials are accurate, and there is always a productive give-and-take, which is what I expected in this case.

Betsy, please include this email and Representative Iacono's in the materials for the meeting, as I feel it is inappropriate for these matters to be discussed in emails and not in the RTM meeting. I suggest that any further discussion be done during the RTM meeting when the public can listen.

Karen

Karen  
Karen Wackerman  
RTM Moderator  
RTM District 7 Representative  
203-984-1673

On Mon, Feb 8, 2021 at 4:14 PM Pamela Iacono <[pamelaiacono4fairfield@gmail.com](mailto:pamelaiacono4fairfield@gmail.com)> wrote:

| Dear RTM Members

Last week L&A met to hear the recommendations from the BOF regarding Senior and Disabled Tax Relief. The Assessor and many elected officials spent a great deal of time putting this proposal together for your consideration.

At our committee meeting on February 10, L&A took up language changes to the "review committee for tax relief" portion of the ordinance (last page of the document). Mr. Dewitt, who chaired the BOF tax relief committee, presented changes to this section that were unanimously approved by the Board of Finance. L&A then discussed the recommendations, and voted to make substantive and non-substantive changes to the recommendation that came from the BOF. The non-substantive changes were made to maintain continuity, these were all redlined in the back up documents. The substantive change was to add in language that the Board of Finance discussed at their meeting, but ultimately did not adopt, this was highlighted in yellow in the original documents that Mr. Dewitt sent over to be included in our back up materials. This "redline" and "highlight" were just a means of differentiating recommendations.

After speaking with Jeff Steele, we think you all need to know the documents you received in your back up materials were not the originals sent by Chris DeWitt. Instead, they are a new version edited by the Moderator to remove the yellow highlight because as she stated in an email to Mr. Dewitt and myself, she thought that Mr. Dewitt was highlighting something he "didn't like." That is simply not true. All Mr. Dewitt was doing was pointing out that the highlighted language was the part that was discussed and rejected by BOF and then added in by L&A. The redline portion wasn't discussed by the BOF, but was changed for continuity's sake by L&A. For transparency, shouldn't all RTM members know that?? Remember, this motion that is before us is a recommendation from the Board of Finance. If you don't clearly differentiate what is a recommendation from your own Board and that of the L&A committee how is that fair to the Body you are representing?

This is a unique situation in that we are receiving recommendations to change an ordinance from the Board of Finance, rather than our traditional sponsors. Navigating the procedures here have been sticky due to that uniqueness. Regardless, presenters ought not have their back up materials subject to Moderator edits.

In the interest of presenting everything in an open light, we felt it important to point this all out for the record.

Sincerely,

Pamela Iacono  
RTM Republican Caucus Leader

Jeff Steele  
RTM Deputy Republican Caucus Leader

To: Members of the Representative Town Meeting

From: Chris Dewitt, Vice Chairman, Board of Finance

Date: February 2021

Subject: Senior and Disabled Tax Relief Recommendations

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For your consideration, below please find the changes unanimously recommended by the Board of Finance and subsequently put forward by the RTM Legislative and Administrative Committee. Changes are marked by redline.

The L&A Committee voted 5-3 to enact additional changes to Section 95-15.4 Review Committee Initiation that were discussed by the Board of Finance, but not adopted. Those changes are highlighted below.

#### **SENIOR AND DISABLED TAX RELIEF**

##### **§ 95-7** Enactment of tax relief; purpose; effective date.

The Town of Fairfield hereby enacts a tax relief program for elderly homeowners or permanently and totally disabled homeowners pursuant to Section 12-129n of the Connecticut General Statutes for eligible residents of the Town of Fairfield on the terms and conditions provided herein. This article is enacted for the purpose of assisting elderly or permanently disabled homeowners with a portion of the costs of property taxation. This program shall become effective for the assessment year commencing October 1, 2012.

##### **§ 95-8** Conditions for eligibility.

A. Any person who owns real property in the Town of Fairfield or is liable for payment of taxes thereon pursuant to Section 12-48 of the Connecticut General Statutes and who occupies said real property as a residence and fulfills the following eligibility requirements shall be entitled to tax relief on the Grand List immediately preceding the application period provided for in § 95-9 below. The reference to "person" pursuant to this subsection shall hereinafter mean either "applicant" or "recipient."

B. After the applicant's claim has been filed and approved, such applicant shall be required to file such an application biannually. All persons receiving Town tax relief under the article on the October 1, 2011, Grand List shall refile for such tax relief for October 1, 2012, and biennially thereafter based on the year of the initial claim. If a tax payer's initial year of filing was for an odd-numbered grand list year, refiling will occur for an odd-numbered Grand List year. If a tax payer's initial year of filing was for an even-numbered Grand List year, refiling will occur for an even-numbered grand list year."

C. The applicant shall be entitled to tax relief if all the following conditions are met:

(1) Such applicant (or a spouse domiciled with such applicant) has attained age 65 or over at the end of the preceding calendar year or is 60 years of age or over and the surviving spouse of a taxpayer qualified for tax relief under this program at the time of his or her death; or has not attained the age of 65 years and is eligible in accordance with the federal regulations to receive permanent total disability benefits under social security or has not been engaged in employment covered by social security and accordingly has not qualified for benefits thereunder, but has

qualified for permanent total disability benefits under any federal, state or local government retirement or disability plan, including the Railroad Retirement Act and any teacher's retirement plan in which requirements with respect to qualifications for such permanent total disability benefits are comparable to such requirements under social security.

(2) Such applicant shall have been a taxpayer of the Town of Fairfield and have paid taxes for at least one year as of October 1 of the current Grand List year.

[Amended 5-29-2018]

(3) The property for which the benefit is claimed is the legal residence of such applicant and is occupied for than 183 days of each year by such applicant.

[Amended 5-29-2018]

(4) Such applicant(s) shall have applied for property tax relief under any state statutes applicable to persons 65 and over and the permanently and totally disabled for which he or she is eligible. If such applicant has not applied for tax relief under any state statutes because he or she is not eligible, he or she shall so certify by filing on a form acceptable to the Assessor an affidavit attesting to his or her inability.

(5) Such persons shall have individually, if unmarried, or jointly, if married, qualifying income in an amount not to exceed limits described below for each program for the tax year ending immediately preceding the application for tax relief benefits. "Qualifying income" is defined as adjusted gross income, as defined in the Internal Revenue Code of 1986, as may be amended from time to time, plus the nontaxable portion of any social security benefits, railroad retirement benefits, any tax shelter losses, income from other tax-exempt retirements and annuity sources and income from tax-exempt bonds and any other income not includable in adjusted gross income. Unreimbursed gross medical and dental expenses shall be deducted from income in calculating the applicant's Qualifying Income, as long as such unreimbursed gross medical and dental expenses are included on the applicant's federal income tax return of the calendar year immediately preceding the year of application as an itemized deduction and qualify as a medical deduction under Section 213(a) of the Internal Revenue Code of 1986, as may be amended.

(6) Such person shall have applied or reapplied in person to the Assessor for the tax relief during the application period established in § 95-9 below.

[Amended 5-29-2018]

(7) Benefits granted under this article shall be prorated by the office of the Assessor in the event of the sale or transfer of the affected real estate or the death of the applicant and the surviving spouse, if applicable.

(8) [1]Any application and spouse who qualify for property tax relief under this article shall have a qualifying total asset value (QTAV) not exceeding \$650,000. Qualifying total asset value shall consist of any and all assets of the applicant and spouse as of the date of application but shall specifically exclude the value of the applicant's primary legal residence and all tangible personal property contained therein. Each applicant to whom QTAV applies shall make a sworn statement in a form satisfactory to the Assessor that such applicant's QTAV does not exceed \$650,000.

*[1] Editor's Note: Former Subsection C(8), which stated that taxpayers shall not be delinquent in payment of real property, personal, or motor vehicle taxes, sewer use charges, or sewer assessments for any period extending back more than one year immediately preceding the date of their application, was repealed 5-29-2018. This ordinance also renumbered former Subsection C(9) as Subsection C(8).*

D. A married homeowner whose spouse is a resident of a health-care facility or nursing home in Connecticut that is receiving payment related to such spouse under Title XIX (Medicaid) need not declare the spouse's social security income. Proof that the spouse is in a facility must be provided, including the period of time said spouse was in the facility, the time that Title XIX commenced, and the name and address of the facility. The statement of proof must be on the facility's letterhead and signed by the administrator or other official of the facility.

#### **§ 95-9 Application.**

***[Amended 5-29-2018]***

In order to be entitled to the tax relief provided herein, an application must be filed with the Assessor not earlier than February 1 and not later than May 15 preceding the fiscal year in which the tax is payable.

A. Any eligible taxpayer, or his/her authorized agent, shall file applications for tax relief and tax deferral under this chapter with the Town of Fairfield Assessor, any time from the first of February to the 15th day of May, prior to the commencement of the tax year for which tax relief is claimed, on a form or forms prescribed and furnished by the Town of Fairfield. In making such application, the taxpayer shall present to the Assessor, in substantiation of his/her application, a copy of his/her federal income tax return for the calendar year immediately preceding the year of application, a copy of the Social Security Act Administration Form 1099, or, if not required to file a return, such other evidence of qualifying income which the Assessor may reasonably require to establish compliance with the income qualifications provided in § 95-15 of this article. The applicant, or his/her authorized agent, shall sign a sworn affidavit in the presence of the Assessor affirming the accuracy of the statements in the application.

B. When the Assessor is satisfied that the applying taxpayer qualifies under this article, he/she shall compute the amount of such tax relief and tax deferral and cause certificates of tax credit and tax deferral to be issued in such form as to permit the Tax Collector to reduce the amount of tax levied against the taxpayer and make proper record thereof, and a copy thereof shall be delivered to the applicant. Neither the Assessor nor the Tax Collector shall unreasonably withhold the issuance of such a tax credit and tax deferral to a properly qualifying taxpayer. The tax credit shall be applied to the tax payments.

C. Affidavits or applications or other documents presented in support of the application for tax relief or tax deferral shall not be open for public inspection and shall not be disclosed except in connection with claims of fraud.

D. An eligible taxpayer may make his/her application for tax relief or tax deferral to the Assessor up until August 15th of the claim year if approved for extension by the Assessor. The Assessor may grant such extension in the case of extenuating circumstance due to illness or incapacitation as evidenced by a [physician's] certificate signed by a physician or an advanced practice registered nurse, or if the Assessor

determines there is good cause for doing so. Reference Public Act 12-197 amending 12-170w of the Connecticut General Statutes.

**§ 95-10** Amount of tax relief per person limited.

**[Amended 5-29-2018]**

No property tax relief provided for any person shall exceed in the aggregate 75% of the tax which would, except for the benefits provided by state statutes and the program(s), be laid against such person.

**§ 95-11** Amount of relief granted through program limited.

The total of all relief granted under the provisions of these programs shall not exceed an amount equal to 2.5% of the total real property tax levied in Fairfield in the preceding fiscal year. The total amount that can be deferred under § 95-15B is limited to a maximum of \$500,000 in any tax year. In the event that either foregoing limitation on relief is reached, relief shall be prorated among qualified applicants.

**§ 95-12** Relief per parcel of property limited to eligible persons.

**[Amended 5-29-2018]**

Only one tax relief benefit shall be allowed for each parcel of real property eligible for tax relief under the programs. In the event that title to real property is recorded in the name of the taxpayer or his or her spouse who are eligible for tax relief and any other person or persons, the tax relief under the programs shall be prorated to allow a tax relief benefit equivalent to the fractional share in the property of such taxpayer or spouse, and the person or persons not eligible shall not receive any tax relief.

**§ 95-13** Effect on other benefits.

**[Amended 5-29-2018]**

The tax relief provided to any person under the programs shall not disqualify such person with respect to any benefits for which such person is eligible under any state statute, and any tax relief provided under the article shall be in addition to any such benefits.

**§ 95-14** Partial waiver of lien rights.

The Town of Fairfield hereby waives any lien rights given to it by Section 12-129n of the Connecticut General Statutes with respect to the tax freeze and tax credit programs but will exercise such rights as provided below with respect to the tax deferral program.

**§ 95-15** Tax relief programs.

An applicant may not apply, in any assessment year, for more than one of the following Town tax relief programs:

A. Tax freeze. Any taxpayer meeting the eligibility requirements of § 95-8 and having qualifying income not exceeding \$50,600 may elect to apply for a freeze under which such taxpayer shall pay the gross tax levied on applicable property, calculated for the first year the application is granted (the "freeze amount") and shall be entitled to continue to pay no more than the freeze amount for each subsequent year in

which the taxpayer, or his surviving spouse, continues to meet such qualifications, subject to the following:

- (1) In the event that the applicant shall make improvements to his property resulting in an increase in his assessment, an amount calculated by multiplying the increase in the taxpayer's assessment attributable to the improvement by the mill rate in effect in the year such reassessment takes place shall be added to the freeze amount then applicable to obtain a revised freeze amount which will be the freeze amount for subsequent assessment years;
- (2) The applicant or his or her spouse must be at least 65 years of age at the time of such application;
- (3) Relief under this tax freeze is limited to not more than six consecutive years (not including the initial year that is used as the year to determine the freeze amount). Should the applicant choose to apply for the tax deferral program, described below, in the year following the last year of tax freeze eligibility, the freeze amount shall be used as the deferral base under that program;
- (4) An applicant and/or his or her spouse may only receive tax relief under the tax freeze program once during his or her life with an individual also being deemed to have received such tax relief under the tax freeze program if their spouse received such benefits while they were married;
- (5) The qualifying income threshold of \$50,600 for the tax freeze program indicated in § 95-15A above shall be adjusted in the same manner as described in § 95-15C(2) with respect to the tax credit program; and
- (6) If a decrease in the mill rate lowers the normal tax bill below the original frozen tax level, the applicant will pay the normal tax. When the normal tax bill exceeds the original frozen tax bill, the applicant will pay his original frozen tax bill. The counting of the six-year period specified in § 95-15A(3) shall be suspended during the period in which the applicant pays the normal tax.

B. Tax deferral. Any taxpayer age 75 or older at the end of the preceding calendar year and meeting the eligibility requirements of § 95-8 and having qualifying income not exceeding \$80,000 may elect to apply for a deferral of up to 50% of the gross tax levied on applicable property each year in which the taxpayer, or his surviving spouse, continues to meet such eligibility requirements, subject to the following:

- (1) The recipient shall enter into a written agreement with the Town providing for reimbursement, which shall be recorded in the land records of the Town and shall constitute a lien on the property payable upon death or conveyance.
- (2) All deferral benefits plus interest shall be reimbursed to the Town:
  - a) one year after the recipient's death, unless the recipient's surviving spouse applies for benefits under this program and also qualifies under § 95-8;
  - b) Upon conveyance of the real property subject to taxation; or
  - c) Upon the property no longer being the recipient's principal residence.
- (3) All benefits shall be subject to an interest charge at the greater of the annual percentage rate of 3% or the rate on ten-year United States Treasury Notes. The rate for the purposes of this

subsection shall be set by the Chief Fiscal Officer of the Town of Fairfield on January 31 in each calendar year or, if such day is a day on which the fiscal office of the Town of Fairfield is not open, on the next prior day on which it is open. Such rate shall be effective for the following year. Such interest shall be simple interest, not compounded, and shall accrue from the date of deferral until the date of repayment.

(4) Total deferments, including accrued interest, for all years shall not exceed 70% of the most recent assessed value of the real property.

(5) The qualifying income threshold of \$80,000 for the tax deferral program indicated in § 95-15B above shall be adjusted in the same manner as described in § 95-15C(2) with respect to the tax credit program.

(6) If a decrease in the mill rate lowers the normal tax bill below the original deferral base, the applicant will pay the normal tax. When the normal tax bill exceeds the original deferral base, the applicant will pay the original deferral base.

(7) Taxpayers between the age 65 and 75 who had participated in the tax deferral option as of the 2012 Grand List may reapply for their original deferral base (deferring tax above that base), provided their qualifying income for the preceding year did not exceed \$80,000.

#### C. Tax credit.

(1) Any applicant meeting the eligibility requirements of § 95-8 and having qualifying income shown in the table below, adjusted annually as provided in Subsection C(2) below, shall be entitled to a tax credit of up to a maximum (as limited by § 95-10) provided in the following table, effective for the assessment year beginning October 1, ~~2012~~2019, and for each assessment year thereafter:

Qualifying Income <del>(as of 2012)</del> <u>(as of 2019)</u>			
Over	To	Tax Credit (percentage of tax due)	Cap (not to exceed)
\$0	<del>\$16,700</del> <u>\$18,600</u>	<del>67</del> <u>75</u> %	<del>\$5,000</del> <u>\$7,500</u>
<del>\$16,701</del> <u>\$18,601</u>	<del>\$23,900</del> <u>\$25,500</u>	<del>60</del> <u>65</u> %	<del>\$4,500</del> <u>\$6,500</u>
<del>\$23,901</del> <u>\$26,501</u>	<del>\$29,500</del> <u>\$32,700</u>	<del>50</del> <u>55</u> %	<del>\$3,700</del> <u>\$5,500</u>
<del>\$29,501</del> <u>\$32,701</u>	<del>\$35,300</del> <u>\$39,000</u>	<del>42</del> <u>45</u> %	<del>\$3,500</del> <u>\$4,500</u>
<del>\$35,301</del> <u>\$39,301</u>	<del>\$43,400</del> <u>\$48,000</u>	<del>33</del> <u>35</u> %	<del>\$2,700</del> <u>\$3,500</u>
<del>\$43,401</del> <u>\$48,001</u>	<del>\$50,600</del> <u>\$56,000</u>	25%	<del>\$2,000</del> <u>\$2,500</u>
<del>\$50,601</del> <u>\$56,001</u>	<del>\$70,000</del> <u>\$77,300</u>	15%	<del>\$1,400</del> <u>\$1,500</u>

*For prior credit option participants, tax credit will not be less than calculated for 2012/2013, based upon 2012/2013 qualification levels.*

(2) The amounts of qualifying income shown in the above table shall be adjusted annually in a uniform manner to reflect the annual inflation adjustment in social security income, with each adjustment of qualifying income determined to the nearest \$100. Each such adjustment shall be prepared by the Secretary of the Office of Policy and Management, State of Connecticut, in relation to the annual inflation adjustment in social security, if any, becoming effective at any time during the twelve-month period immediately preceding the first of October of each year, and shall

Commented [DC1]: Updated date

Commented [DC2]: Clarification of date when data is relevant



be the amount of such adjustment which is distributed to the Assessor as of December 31 next following. Adjustments for any bracket of qualifying income not included in the adjustments made by the Secretary of the Office of Policy and Management shall be made by the Assessor by applying the same percentage used by the Secretary of the Office of Policy and Management in making its adjustments and with each adjustment of qualifying income determined to the nearest \$100.

**§ 95-15.1 Report by Assessor.**

The Assessor shall report to the RTM and the Board of Finance every June on the tax relief program established under Article III of Chapter 95.

**Commented [DC3]:** Added BOF review

**§ 95-15.2 Severability.**

In the event that any provision of §§ 95-7 through 95-15 of the Fairfield Town Code is found to be unlawful, only such unlawful provision shall be ineffective, and all other provisions shall remain in full force and effect.

**§ 95-15.3 When effective.**

The amendments to §§ 95-7 through 95-15.2 shall become effective immediately after the period for subjecting them to a referendum has expired.

**§ 95-15.4 S&DTR Review Committee Initiation**

**§ 95-15.4 RTM Review Committee.**

[Amended 2-23-2015; 5-29-2018]

When the Town Tax Assessor believes revisions should be made to Senior and Disabled Tax Relief Program, he/she shall make a request for the Board of Finance (BOF) to review the same. The BOF shall create a three-person Chapter 95, Tax Relief for Elderly and Disabled Homeowners Review Committee and make a recommendation to the entire BOF of whether any revisions should be made, and if so, what recommendations should be made. If the BOF determines that a change(s) are necessary to Chapter 95, Tax Relief for Elderly and Disabled Homeowners, a joint Senior & Disabled Tax Relief Committee (S&DTRC) shall be formed and tasked with recommending changes to the BOF. The joint S&DTRC will consist of the three members from the BOF review committee and two members of the Representative Town Meeting (RTM). The two RTM members shall be appointed by the Special Legislative Management Committee ("Committee on Committees") and may not be from the same political party. The BOF will review the recommended changes proposed by the S&DTRC and vote on a recommendation of changes to Chapter 95, Tax Relief for Elderly and Disabled Homeowners, to the RTM for approval pursuant to its approval process.

At its first regularly scheduled meeting in January 2020, the Representative Town Meeting shall convene a special committee to review Article III of Chapter 95, Tax Relief for Elderly and Disabled Homeowners.

**Commented [CD4]:** Approved by BOF, rejected by RTM L&A

**Changes Initiated by RTM L&A**

**§ 95-15.4 S&DTR Review Committee Initiation**

When either the Assessor, the Board of Finance or the Representative Town Meeting (in each case by majority vote) believes revisions should be made to Article III of Chapter 95 of the Town Code, Tax Relief for Elderly and Disabled Homeowners ("Chapter 95, Article III"), he/she or it shall make a request for the Board of Finance (BOF) to review the same. The BOF shall create a three-person BOF Chapter 95, Article III Review Committee, no more than two members of which shall be from the same political party, and make a recommendation to the entire BOF of whether any revisions should be made, and if so, what recommendations should be made. If the BOF determines that changes are necessary to Chapter 95, Article III, a joint Senior & Disabled Tax Relief Committee (S&DTRC) shall be formed and tasked with recommending changes to the BOF. The joint S&DTRC will consist of the three members of the BOF Chapter 95, Article III review committee and two members of the Representative Town Meeting (RTM). The two RTM members shall be appointed by the Special Legislative Management Committee ("Committee on Committees") of the RTM and may not be from the same political party. The BOF will review the recommended changes proposed by the S&DTRC and vote on a recommendation of changes to Chapter 95, Tax Relief for Elderly and Disabled Homeowners. The recommendation approved by the BOF will then be sent to the RTM for approval pursuant to its approval process.

~~**§ 95-15.4 RTM Review Committee.**~~

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

**From:** [Karen Wackerman](#)  
**To:** [Wackerman, Karen](#)  
**Cc:** [Browne, Betsy](#)  
**Subject:** Fwd: RTM Senior & Disabled Tax Relief Committee's proposed revisions to Tax Relief for Elderly and Disabled Homeowners--  
**Date:** Tuesday, February 16, 2021 4:16:57 PM  
**Attachments:** [Sr Tax Summary for RTM Presentation.docx](#)

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To the RTM -

See below an email from Representative Vergara providing some background about the Senior and Disabled Tax relief ordinance amendments. The presentation on the amendments will be provided next week at our RTM meeting.

I ask that the Town Clerk please add these materials to the backup for next week's meeting.

Please note that the Town Clerk sent the WebEx and dial-in instructions for the meetings last week, on February 9.

Karen  
**Karen Wackerman**  
RTM Moderator  
RTM District 7 Representative  
203-984-1673

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

**From:** **Jill Vergara** <[jillvergara@gmail.com](mailto:jillvergara@gmail.com)>  
**Date:** Tue, Feb 16, 2021 at 11:28 AM  
**Subject:** RTM Senior & Disabled Tax Relief Committee's proposed revisions to Tax Relief for Elderly and Disabled Homeowners--  
**To:** Karen Wackerman <[karenrtm7@gmail.com](mailto:karenrtm7@gmail.com)>

Madame Moderator, I ask that the following documents be shared with the full RTM. As many know, revisions to the town's tax relief ordinance is something that has been contemplated for many years now. The RTM's Senior and Disabled Tax Relief Committee proposed changes to the tax relief ordinance in November 2018; modified its proposal in December 2018 due to eleventh hour concerns raised by the town's Finance director (Bob Mayer); and proposed further changes that would increase benefits to low income seniors in January 2019.

After realizing that the state statute requires that the Board of Finance recommend changes to the tax relief ordinance before the RTM can vote, the RTM postponed its vote in January 2019 for Board of Finance review and recommendation. Such postponement for BoF review and recommendation had been done several times in the past; and such review and recommendation had been accomplished in a month's time. (BoF review seems to have fallen out of the process with the 2012/13 revisions.)

In the ordinance's 40-year history, a BoF subcommittee has never before been convened to review the ordinance and propose changes. This history is consistent with the prescribed roles of the RTM and BoF respectively--the RTM is the sole legislative body, and having the BoF write language in any way directly conflicts with the roles established in both the State's Constitution and the Town's Charter.

I am grateful for the work that the BoF subcommittee has done on senior and disabled tax relief (after meeting 7 times from June 2019 through February 2020, their work culminated in the current recommendation). The BoF subcommittee certainly did a lot of work, but so had the RTM subcommittee, having met 20 times and conducting several public informational sessions (which

entailed work by the 5-member bipartisan committee as well as the Tax Assessor and the public) from Feb 2018 through September 2019. The RTM's Senior and Disabled Tax Relief Committee accomplished a tremendous amount: it made important administrative changes to the ordinance in May 2018 (just 3 months after its formation); it proposed changes directly addressing the Assessor's recommended changes as well as the declining participation in November 2018; and it addressed and corrected problems with the medical deduction language as well as deferral lien in August 2019. I feel compelled to acknowledge all of that work; and also note that the 3-year revision process has been fraught with inefficiencies and waste. The public interest would be best served by correcting that inefficient process.

As FSA pointed out in its recent letter, more (and continued) work is needed on this tax relief ordinance.

The following are documents providing the foundation for the RTM subcommittee's proposed revisions:

Tax Assessor recommended changes--August 2017--grounded RTM committee's proposals  
[https://www.fairfieldct.org/filestorage/79/193/35465/1065/65208/Ross\\_Murray\\_suggested\\_revisions--August\\_2017.pdf](https://www.fairfieldct.org/filestorage/79/193/35465/1065/65208/Ross_Murray_suggested_revisions--August_2017.pdf)

FSA recommended changes--September 2018--also informed RTM proposal  
<https://www.fairfieldct.org/filestorage/79/193/35465/1065/65208/FSArecommendations.pdf>

RTM Senior & Disabled Tax Relief Proposal--November 2018  
[https://www.fairfieldct.org/filestorage/79/193/35465/1065/65208/SrTaxMemo\\_updated\\_11.26.2018.pdf](https://www.fairfieldct.org/filestorage/79/193/35465/1065/65208/SrTaxMemo_updated_11.26.2018.pdf)

December 2018 revision in response to Bob Mayer's concerns  
[https://www.fairfieldct.org/filestorage/79/193/35465/1065/65208/SUPPLEMENTAL\\_Memo12.2.18.pdf](https://www.fairfieldct.org/filestorage/79/193/35465/1065/65208/SUPPLEMENTAL_Memo12.2.18.pdf)

Summary of revised RTM proposal--December 2018  
[https://www.fairfieldct.org/filestorage/79/193/35465/1065/65208/Proposed\\_Tax\\_Relief\\_Changes\\_12-4-2018.pdf](https://www.fairfieldct.org/filestorage/79/193/35465/1065/65208/Proposed_Tax_Relief_Changes_12-4-2018.pdf)

Proposed increase to tax relief for bottom income brackets--January 2019  
[https://www.fairfieldct.org/filestorage/79/193/35465/1065/65208/Average\\_benefit\\_comparison--sr\\_tax3.pdf](https://www.fairfieldct.org/filestorage/79/193/35465/1065/65208/Average_benefit_comparison--sr_tax3.pdf)

Additional summary attached (from my presentation to the RTM in January 2019)

## QTAV SUMMARY

QTAV—Qualifying Total Asset Value—not to exceed \$650K (which EXCLUDES value of home)

Why is the committee proposing to eliminate QTAV?

- 1) Tax Assessor recommended elimination of QTAV in August 2017
  - a. Overly complex
  - b. Difficult to ascertain an applicant's total assets
  - c. Definitional problems resulting both in lack of transparency and inequities
  - d. CONCLUDED THAT QTAV HAD NO LIMITING EFFECT ON THE PROGRAM, as only 4 people were disallowed for excess assets, out of 1343 (0.3%)
- 2) 3 other prior tax relief committees have flagged QTAV and problems with defining assets and applying the test equitably
- 3) The majority of other towns in CT do NOT use asset tests
- 4) Concerns related to inequities in applying the asset test would require auditing
- 5) Assessor's office, which performs many other duties for the town, is not in a position to investigate and verify 1500 applicants' asset values

## ASSESSMENT LIMIT

Limits participation based on the assessment value of applicants' homes.

- 1) Simple to administer, which makes it more efficient
- 2) More transparent, which will likely make it easier to apply
- 3) Our proposal: \$750,000 assessment limit
  - a. Translates to \$1,071,428 in appraised value
  - b. Would grandfather 17 current participants

5 other towns use assessment limits: Darien, Greenwich, New Canaan, Newtown and Weston

- 1) Darien--\$800,000
- 2) Greenwich--\$1,328,000
- 3) New Canaan--\$1,618,344
- 4) Newtown--\$461,340
- 5) Weston--\$1,000,000

NOT INTENDED AS A LIMITING FACTOR:

- 1) The committee did not want to constrict participation in setting an assessment limit.
  - a. Seniors with higher valued homes suffer as much, if not more, under a property tax burden.
  - b. There are seniors in lower income brackets who own higher assessed homes.
  - c. These seniors are validly and rightfully in the program; and should continue to be accepted into the program.
- 2) We used current assessment values as a guide for setting our limit. The need to grandfather too many existing participants signaled that the limit was too low and too restrictive. The \$750K limit would require grandfathering 17 current participants.

- 3) We used other towns' limits as a guide, trying to place ourselves somewhere between Newtown and Greenwich.
  - a. Newtown's median value home (\$402K) is nearly half of Fairfield's median value (\$402K)
  - b. Fairfield's median value home (\$590K) is half the value of Greenwich's (\$1,206K)

#### ELIMINATION OF FREEZE

- 1) Tax Assessor recommended elimination in August 2017
- 2) Zero participation in FY 2019 and FY 2018
- 3) Highest number of participants ever in this program was 18 in FY 2009

#### CREDIT PROGRAM INCOME LIMIT

- 1) Credit program is the most popular program—85% participate in credit program
  - a. Current limit is \$75,100 for FY 2020
- 2) Significant attrition from the program since 2015

#### Historic Look at Participation and **NET CHANGE**

	FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014	<b>FY 2013</b>	FY 2012	FY 2011	FY 2010	FY 2009
# OF PARTICIPANTS	<b>1343</b>	1438	1475	1542	1612	1611	1578	1620	1656	1629	1566
NET CHANGE	<b>-95</b>	-37	-65	-70	+1	+33	-42	-38	+27	+63	-4

-Program amended in 2013

-FY 2019 had the lowest participation in 10 years. FY 2019 saw the greatest amount of attrition in 10 years. There has been a 17% decline in participation since FY 2015.

-The addition of the \$75,100-90,000 bracket would return the program to the levels of participation that existed in 2008 through 2016. Note that many of those years (2010, 2011, 2012, 2014, 2015) EXCEEDED this number of participation.

- 3) Much of the attrition is due to EXCESS INCOME
  - a. 51 seniors who were participants in 2017 were kicked out of the program in 2018, because they exceeded the income limit
  - b. 3 seniors who were new applicants in 2018 were barred from the program, because they exceeded the income limit
  - c. This correlates to economic data showing that more seniors are retiring later in life (due to economic necessity); more seniors are struggling under higher medical costs and other higher costs of living; and the minimum distribution requirement at 70 ½ likely pushes many out of the program, when these seniors have no ability to reject this distribution.
- 4) Past tax relief committees have identified the drop in participation as a problem to correct

- a. Past tax relief committee proposed to raise the income level by \$6,500 in September 2017 [would've moved the limit to \$78,000 and then would've increased from COLA this year to approximately \$80,000]
- b. Failed in L&A due to a failure to provide cost analysis

5) Comps

	US	CT	Fairfield	Easton	Newtown	Redding	Ridgefield	Wilton
Householder median income	\$60K	\$74K	\$139K	\$132K	\$124K	\$149K	\$162K	\$191K
Max income		\$43K	\$75K	\$85K	\$70K	NONE	NONE	\$81K

Note that NY State Enhanced STAR (School Tax Relief) Program entitles all NY State seniors with incomes up to \$86,300 to credits on school district taxes, on a sliding scale; NY towns also offer additional local exemptions. The average benefit is \$1,400. Approximately 650,000 senior in NY receive this STAR credit for school taxes.

- 6) The average income of those disallowed due to EXCESS INCOME was \$97,000.
- 7) Applying the affordable housing formula to Fairfield, those earning up to \$97,000 would be eligible for affordable housing.

CREDIT PROGRAM TAX CREDIT % AND BENEFIT CAPS

Income	% Credit Current	% Credit Proposed	Current Cap	Proposed Cap
75,100	15%	17%	1,400	1,900
54,500	25%	28%	2,000	2,500
46,600	33%	36%	2,700	3,200
37,900	42%	46%	3,500	4,000
31,700	50%	55%	3,700	4,200
25,700	60%	66%	4,500	5,000
18,100	67%	75%	5,000	5,500

- 1) Benefits are not increased by COLA annually and so have not kept pace with cost of living increases.
- 2) The committee has sought to increase benefits for all income brackets, as well as increase the amount of low-income participants receiving the maximum allowable benefits

Rounded Summary of Average Benefits:

Incomes	# in category	Current Average benefit	<b>Proposed Average benefit</b>	Difference	Current # at 25% minimum	<b>Proposed # at 25% minimum</b>
75,100-90,000	185	\$0	<b>\$1,100</b>	+1,100	0	0
54,500-75,100	296	\$1,200	<b>\$1,400</b>	+200	0	0
46,600-54,500	159	\$1,700	<b>\$2,000</b>	+300	0	0
37,900-46,600	192	\$2,300	<b>\$2,600</b>	+300	0	0
31,700-37,900	185	\$2,900	<b>\$3,200</b>	+300	1	1
25,700-31,700	180	\$3,200	<b>\$3,600</b>	+400	1	1
18,100-25,700	210	\$3,700	<b>\$4,000</b>	+300	28	116
0-18,100	139	\$3,800	<b>\$4,000</b>	+200	89	103
Total					119	<b>221*</b>

Total Current Expenditure: \$3.5 million

Total Proposed Expenditure: \$4 million

\* 102 additional participants in the lowest brackets would receive max benefits [“25% minimum” refers to the requirement that all participants pay at least 25% of their tax bill; this minimum includes both benefits from the state and local relief, which means that those in the lower income brackets with lower assessed home values are generally ALREADY receiving the max amount of benefits permissible under the law. **Our changes would increase the number of participants receiving max benefits in the lowest income brackets by 87%, reaching more of those with higher assessed home values.**]

Possible changes to caps for lower income brackets to increase avg benefits for these brackets:

Income	Cap on benefits	Avg benefit	Additional cost	# at 25% min
\$18,100-25,700	\$5,300	\$4,100	\$17,000	120
\$0-18,100	NO CAP	\$4,400	\$62,000	131
Total				251*

Total expenditure would be: \$4.1 million

\* 32 additional participants in the lowest income brackets would receive max benefits, for an additional revenue loss of \$79,000



Reduction of total cap on tax relief from 2.5% of total real property tax levied to 1.6%

- 1) Safety measure to ensure that these revisions do not produce greater budget impact than expected
- 2) Recommended by Bob Mayer
- 3) Current 2.5% cap = \$6.5 million; Proposed 1.6% cap = \$4.186 million
- 4) Last year, \$3.638 million was budgeted for senior tax relief
  - a. With cap, relief will not exceed \$4.186 million
  - b. \$549,000 increase from last year's budget
  - c. .22% tax increase
  - d. Mill rate would go from 26.36 to 26.42
- 5) In 2015 the town budgeted \$4.255 million for senior tax relief
- 6) In 2016 and 2017 the town budgeted \$4.183 million for senior tax relief
- 7) The committee is merely asking that we return relief to those levels

Justification for Revisions:

- 1) We have found deficiencies:
  - a. Administrative burdens
  - b. Opacity, complexity and potential abuse/inequity
  - c. Participation declines, which means less and less seniors are receiving relief—300 less seniors TODAY receive help from the town than in 2011
  - d. Failure of relief to keep in line with cost of living, with the changes in the SALT deduction hitting this year and likely to exacerbate this problem
- 2) Comparative analysis with other towns supports revision
  - a. Redding, Ridgefield, Easton and Wilton all extend relief programs to seniors with higher income than us
  - b. Newtown and Redding both spend more on senior tax relief than us
  - c. Redding and Ridgefield have much higher participation rates
- 3) Demographic analysis supports revision
  - a. We are the only town studied in this area that has experienced a decline in the percentage of seniors since 1990. In 1990, seniors were 17% of the population; today, they are only 15% of the population. Every other town besides us has had the opposite trend: Darien, Easton, Farmington, Glastonbury, Greenwich, New Canaan, Newtown, Redding, Ridgefield, Trumbull, Weston, Westport and Wilton ALL have MORE seniors as a percentage of their populations today than they did 20 years ago.
  - b. Interestingly, the 2 towns that spent the highest percentage of their budgets on senior tax relief have a correspondingly higher retention rate for seniors. Newtown, with 1.31% of its budget for senior tax relief, and Redding, with 3.5% of its budget, have both experienced the greatest growth in their senior populations—each have nearly doubled since 2000.
  - c. Redding officials viewed “keeping seniors in town” as a “major benefit” for the town as a whole, and to that end, established a new relief program for all of its seniors with NO INCOME LIMIT. The avg benefit in Redding last year was \$2,500. Redding now has the highest percentage of seniors of any town studied by the

committee. Redding purposefully invested in its senior tax relief program, and it seems to have been successful.

- 4) The economics of losing a senior and potentially gaining a family supports investing in relief programs for seniors
  - a. Seniors use less town services than families.
  - b. Each child attending public school cost the town \$17,000 to educate
  - c. When a senior leaves Fairfield, there is a 70% likelihood that a family will move in, causing educational costs to increase for the town
  - d. FSA estimates the cost of losing a senior household to be \$10,000/yr
  - e. Investment in our relief programs and our seniors is smart for the town's longterm health
- 5) Taxes cause exit, so the corollary, RELIEF, should effect retention

THE BOTTOM LINE IS:

We need to address the declining participation in our relief programs. We have not acted on this clear need to improve our programs for far too many years. We need to act before we lose more of our seniors, and jeopardize the town's long-term sustainability.

The kind of analysis that FT is asking that the committee provide would take several years. We don't have that time to waste. By the time it takes to do that analysis, many seniors will have already left; and it will have been a decade of stasis on this important issue—this important investment.