

Town Lease Report - Base Rent shown is for the twelve month period during Fiscal Year 2020/2021 unless otherwise noted													
#	Property Address	Lease Term	Tenant	MUNIS ACCT. #	Sq. Feet	Base Rent/SF	Base Rent/ mo	Addl Rent/ mo	Total Rent/ mo	Base Rent/ year	Addl Rent/ yr	Total Rent/ yr	Notes
1	100 Mona Terrace	7/1/2020 - 8/31/2021	A Child's Garden	42512-00017	10,000	\$7.45	\$6,208	\$400	\$6,608	\$74,500	\$4,800	\$79,300	
2	70 Sanford Street	7/1/2017 - 6/30/2020	All American Waste	42512-00016	600	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
3	1443 Stratfield Road	1/1/2016-12/31/2018	American Legion	42512-00016	1,824	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
4	197 Reef Road	Use by Deed and Agreement	American Legion	42512-00016	2,962	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	
5	3965 Congress Street	7/1/2006-6/30/3036	AT&T/New Cingular	42514-00027	Cell Tower	N/A	\$4,698	\$0	\$4,698	\$56,370	\$0	\$56,370	
6	100 Reef Road	5/16/2017-5/15/2047	AT&T/New Cingular	42514-00027	Cell Tower	N/A	\$5,845	\$0	\$5,845	\$70,143	\$0	\$70,143	
7	210 Old Dam Road	1/1/21-12/31/21	Boost Sports Performance (Concession)	01007-42509	7,600	\$6.44	\$4,079	\$0	\$4,079	\$48,949	\$0	\$48,949	FY20 actual revenue shown. \$30,000 base rent plus 20% for all program, party rental and monthly memberships in the amount of \$18,949.
8	100 Mona Terrace	Use by Agreement	Center For Women & Families	42512-00013	150	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	
9	Patio at 1435 Post Road	5/1/2019 - 10/31/2020	Centro Ristorante	42512-00018	809	\$13.72	\$925	\$0	\$925	\$11,100	\$0	\$11,100	Summer Season 2020 rent shown (May 2020). New lease for Summer Season 2021 in negotiation.
10	Sidewalk at 1326 Post Road	4/1/2019 - 10/31/2020	The Chelsea	42512-00020	66	\$45.18	\$249	\$0	\$249	\$2,982	\$0	\$2,982	Summer Season 2020 rent shown (May 2020). New lease for Summer Season 2021 in negotiation.
11	125 Penfield Road	9/1/2005 - 12/31/2022	Fairfield Community Services	42512-00016	3,158	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
12	Patio at 1418 Post Road	7/1/2019 - 6/30/2039	Fairfield Community Theatre/formerly Old Post Tavern	42512-00019	560	\$25.05	\$1,169	\$0	\$1,169	\$14,029	\$0	\$14,029	
13	370 Beach Road	9/15/2005 - 9/14/2104	Fairfield Historical Society	42512-00016	12,117	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
14	210 Old Dam Road	5/1/2019 - 9/13/2020 (Summer Lease)	Fairfield Indoor Tennis, Inc.	01007-42475	32,749	\$0.92	\$2,500	\$0	\$2,500	\$30,000	\$0	\$30,000	Summer Season 2020 rent shown (May 2020). New lease for Summer Season 2021 in negotiation.
15	210 Old Dam Road	11/29/2012 - 5/15/2033 (Winter Lease)	Fairfield Indoor Tennis, Inc.	01007-42475	32,749	\$2.13	\$5,809	\$0	\$5,809	\$69,703	\$0	\$69,703	Winter Season 2020 rent shown (September 2020)
16	611 Old Post Road	Month to Month	Fairfield Municipal Credit Union	42512-00022	1,250	\$18.82	\$1,960	\$0	\$1,960	\$23,520	\$0	\$23,520	

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17	70 Sanford Street	7/1/2003 - 6/30/2033	Fairfield Theatre Company	42512-00015	20,504	\$2.97	\$5,081	\$0	\$5,081	\$60,974	\$0	\$60,974	FY20 Actual Revenue shown. \$2 Per Ticket Sold plus 5% Warehouse Revenue.
19	388 Hoyden's Hill Road	Month to Month	Golf Superintendent Cottage (Peter Grace)	42512-00016	1,346	\$10.70	\$1,200	\$0	\$1,200	\$14,400	\$0	\$14,400	
20	3763 Congress Street	1/1/2017 - 12/31/2019	Greenfield Farms (Robert Haydu)	42512-00016	10 Acre Farmland	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
21	1838 Black Rock Turnpike	1/26/1990 - 1/25/2030	Grella Family Invest. Partnership	42512-00016	2.57 Acre Parking Lot	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
22	2425 Morehouse Highway	1/1/2021 - 12/31/2027	H. Smith Richardson Concession (Steelpoint Restaurant Group)	01007-42477	3,304	\$18.16	\$5,000	\$0	\$5,000	\$60,000	\$0	\$60,000	HSR Clubhouse under construction during Calendar 2020 Season. New lease for Season 2021 is \$60,000 plus 2% of gross annual sales over \$2mm.
23	1740 Post Road	11/1/2018-10/31/2021	Inwood Equity Fairfield, LLC	13301-49303	10 Parking Spaces	N/A	\$344	\$0	\$344	\$4,133	\$0	\$4,133	
24	880 South Benson Road	5/27/2021 - 9/7/2021 (Seasonal)	Jennings Beach Concession (Antiqua Point, LLC)	01005-42474	Refreshment Stand	N/A	\$2,113	\$42	\$2,155	\$25,358	\$500	\$25,858	Season 2021
25	Morehouse Highway	5/27/2020- 9/6/2020 (Seasonal)	Lake Mohegan Concession (AJ Food Services, LLC)	01005-42474	Refreshment Stand	N/A	\$83	\$25	\$108	\$1,000	\$300	\$1,300	Season 2020 - No rent payment received. New lease for Season 2021 out to bid.
26	3965 Congress Street	3/3/2014 - 3/2/2029	Omnipoint/T-Mobile Comm.	42514-00026	Cell Tower	N/A	\$4,266	\$0	\$4,266	\$51,192	\$0	\$51,192	
27	100 Reef Road	9/1/2017-8/31/2032	Omnipoint/T-Mobile Comm.	42514-00026	Cell Tower	N/A	\$4,452	\$0	\$4,452	\$53,420	\$0	\$53,420	
28	50 Nichols Street	5/15/2017 - 5/14/2027	Operation Hope	42512-00016	8,000	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
29	Fairfield Train Station	6/1/2009 - 12/31/2018	Parking Authority	01090-49302	Commuter Parking Lot	N/A	\$25,417	\$0	\$25,417	\$305,000	\$0	\$305,000	New lease in negotiation.
30	Mill Plain Road Lot	7/1/2017 - 6/30/2020	Parking Authority	01001-42515	Commuter Parking Lot	N/A	\$4,000	\$0	\$4,000	\$48,000	\$0	\$48,000	New lease in negotiation.
31	Penfield Beach	5/27/2019 - 9/6/2021 (Seasonal)	Penfield Beach Concession (Ibiza Island, LLC)	01007-42476	Concession	N/A	\$3,000	\$0	\$3,000	\$36,000	\$0	\$36,000	Season 2021
32	240 Colony Street	9/1/2018 - 8/31/2021	Pilot House	42512-00016	6,100	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
33	Mill Plain Road	1/1/2018 - 12/31/2020	85 Pond Mill, LLC	42514-00031	Parcel of Land - Right of Way	N/A	\$2,500	\$0	\$2,500	\$30,000	\$0	\$30,000	
34	Carter Henry Drive	9/1/2018-8/31/2021	1700 Post Road, Heritage Square	13301-49303	45 Parking Spaces	N/A	\$1,638	\$0	\$1,638	\$19,650	\$0	\$19,650	

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35	Carter Henry Drive	10/1/2018-9/30/2021	1720 Post Road, LLC	13301-49303	38 Parking Spaces	N/A	\$1,338	\$0	\$1,338	\$16,055	\$0	\$16,055	
36	725 Old Post Road	5/23/2003 - 5/22/2102	Saint Paul's Nursery School	42512-00016	Playground Area	N/A	\$42	\$0	\$42	\$500	\$0	\$500	
37	555 Turney Road	4/15/2021 - 11/15/2021	South Benson Marina Concession (South Benson Outfitter's)	01005-42474	Fuel Dock & Refresh. Stand	N/A	\$296	\$8	\$304	\$3,550	\$100	\$3,650	Season 2021
38	100 Mona Terrace	Month to Month	Southwest Connecticut EMS	42512-00021	486	\$10.89	\$441	\$0	\$441	\$5,292	\$0	\$5,292	
39	2963 Bronson Road	7/30/2002 - 7/29/2032	Sprint	42514-00025	Cell Tower	N/A	\$1,698	\$0	\$1,698	\$20,379	\$0	\$20,379	
40	3965 Congress Street	5/1/2013 - 4/30/2038	Sprint	42514-00025	Cell Tower	N/A	\$5,010	\$0	\$5,010	\$60,119	\$0	\$60,119	
41	100 Reef Road	5/1/2017 - 4/30/2042	Sprint	42514-00025	Cell Tower	N/A	\$5,259	\$0	\$5,259	\$63,111	\$0	\$63,111	
18	South Pine Creek Rec Complex - 260 Old Dam Road	1/1/2021 - 12/31/2025	Sullivan Shed Concession/Storage (Fairfield Youth Football, Inc.)	01007-42509	2,895	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
42	3965 Congress Street	9/30/2004 - 8/31/2039	Verizon Wireless/Cellco	42514-00029	Cell Tower	N/A	\$3,209	\$0	\$3,209	\$38,513	\$0	\$38,513	
43	One Rod Highway	8/1/2017-12/31/2022	WeCare Dinali (formerly Harvest New England)	42512-00023	6 Acres - Yard Waste Facility	N/A	\$4,250	\$0	\$4,250	\$51,000	\$0	\$51,000	
	Total All leases						\$114,079	\$475	\$114,554	\$1,368,951	\$5,700	\$1,374,651	

VERIP Update

Is there a list of the employees who accepted the VERIP, their positions, their salaries and, if permissible, their ages?

See the attached list of positions and salaries. Town actuaries accounted for the impact of the participants' ages on OPEB and pension funds in the attached analysis.

What is the average salary of the town employees who opted for VERIP?

\$86,198.67

Is there an actuarial analysis of the impact of actual VERIP participants on pension and OPEB?

Yes. The analysis was presented by the town's actuary provided to the Board of Finance during a meeting on January 5th. The analysis is attached. Below is a summary of the analysis:

OPEB	Early Retirees	Normal Retirees	Total
ADEC Impact	\$66,495	\$57,205	\$123,700
Unfunded Liability Impact	\$903,377	\$1,352,737	\$2,256,114
Pension	Early Retirees	Normal Retirees	Total
ADEC Impact	\$31,635	\$36,888	\$68,523
Unfunded Liability Impact	\$557,239	\$1,550,622	\$2,107,861

Are there contracts with VERIP participants who volunteered to come back and work part time for a limited amount of time?

No. One employee stayed on part-time for a week. Four other employees have been recalled to work on a part-time or temporary basis.

Which employees have been promoted?

**One employee was reclassified since the approval of VERIP. That employee received a salary increase of \$6,000 as a result.*

What are the additional costs related to VERIP this year?

The costs and savings related to VERIP change hourly. In general, here is the impact on this year's budget:

- Two weeks-worth of savings (as of 1/14) associated with not paying the salaries of 17 employees. These savings will continue to accumulate until the vacated positions are filled.*
- Savings are offset to an extent by the cost of recalling a limited number of VERIP participants to work on a part-time or temporary basis, as previously described.*
- The town paid out \$256,513 in accumulated leave time and compensatory time as a result of union contracts negotiated by the previous administration. (Leave and Comp time payouts are contractual obligations that must be paid out, whether or not there is an early retirement plan).*

Is there a new analysis from the administration of the impact of VERIP?

No. With the exception of analysis for incorporation into next year's proposed budget, the administration has moved from doing prospective analysis (prior to adoption of VERIP) to implementation of VERIP. We will evaluate results of the program periodically throughout implementation and will report to the board. (Analysis for budget purposes is ongoing and has not been finalized).

Which positions will not be refilled?

These positions have not yet been finalized.

**Attachment*

In response to some declarations and questions made by Town board members, the administration would like to clarify there were no promotions made to employees to keep them in town service and discourage them from taking the VERIP. There is a town employee who received a promotion which may be the root of the questions posed.

Under the prior HR Director, a request was made by the Union to reclassify a position in our Engineering Department. The employee asserted she was responsible for the job tasks contained in the Assistant Engineering Manager's job description. Her request was supported by the facts and confirmed by William Hurley, Engineering Manager and Joe Michelangelo, Public Works Director. At the time the request was denied by the prior HR Director.

Several months prior to final VERIP approval, this employee and the Union notified current HR Director, Mr. Haselkamp, of the reclassification request and requested reconsideration of it. During development of the various VERIP proposals, she indicated she was interested in the early retirement package but still wanted her reclassification considered.

After Mr. Marsilio, Interim Public Works Director arrived, there were discussions regarding retaining the employee and she indicated a willingness to stay depending on the reclassification request to become Assistant Town Engineering Manager. Following those discussions, an agreement was reached on the request and the employee elected not to take the VERIP.

Last Name	First Name	Union	Job Class Description/Title	Annual Salary	TYPE
LEE	CHARLOTTE	PETA	CONTRACT MANAGER	\$ 116,504.65	ER
O CONNOR	CHARLES	DPW	MAINTENANCE REPAIRMAN IV	\$ 75,441.60	ER
STEHLE	RAYMOND	DPW	CHIEF MECHANIC	\$ 86,875.36	ER
ZEMBRUSKI	MICHAEL	PETA	SOLID WASTE MANAGER	\$ 100,333.41	ER
BAXTER	BARBARA	THEA	CLERK TYPIST 3	\$ 60,879.00	NR
BIENKOWSKI	JOSEPH	THEA	PLANNER	\$ 86,237.00	NR
BOCCAMAZZO	CHRISTINE	Non	HUMAN RESOURCES ASSISTANT	\$ 75,353.00	NR
BOMAN	EDWARD	PETA	ASSISTANT DIR OF PUBLIC WORKS	\$ 137,791.26	NR
CONLEY	THOMAS	PETA	BUILDING OFFICIAL	\$ 130,366.18	NR
FOURNIER	N KYLE	THEA	SECRETARY A	\$ 73,297.00	NR
GONZALEZ	DERWIN	DPW	CHIEF MECHANIC	\$ 69,784.00	NR
HOGAN	DEBORAH	THEA	SECRETARY A	\$ 73,297.00	NR
JANDA	MAUREEN	THEA	SECRETARY A	\$ 73,297.00	NR
LEHNING	STEVEN	DPW	FOREMAN III	\$ 76,752.00	NR
QUINTILIANO	JOHN	THEA	CUSTODIAN	\$ 55,330.00	NR
RUBANO	KENNETH	THEA	SANITARIAN A	\$ 100,519.00	NR
VORNKAHL	EDWARD	DPW	AUTO EQUIPMENT OPER III	\$ 73,320.00	NR

Town of Fairfield

2020 Early Retirement Incentive Analysis - Pension

	Baseline		ERIP - Final	
	Early Retirement	Normal Retirement	Early Retirement	Normal Retirement
Actuarial Accrued Liability				
Active Liability	3,540,671	6,066,692	4,097,910	7,617,314
Inactive Liability	-	-	-	-
Total Actuarial Accrued Liability	3,540,671	6,066,692	4,097,910	7,617,314
Market Value of Assets				
Actuarial Value of Assets				
Change in Actuarial Accrued Liability			557,239	1,550,622
Gross Normal Cost	27,465	156,229	-	-
Estimated employee contributions	(10,506)	(58,756)	-	-
Estimated administrative expenses	-	-	-	-
City's normal cost	16,959	97,473	-	-
Amortization of unfunded accrued liability	-	-	48,063	133,743
Contribution before adjustment as of the valuation date	16,959	97,473	48,063	133,743
Fiscal year ending	2022	2022	2022	2022
Adjustment for interest	289	1,663	820	2,281
Actuarially determined employer contribution	17,248	99,136	48,883	136,024

Town of Fairfield
2020 Early Retirement Incentive Analysis - OPEB

	Baseline		10% Retiree Cost Share Rets w100% married, PPO, Med Elig	
	Early Retirement	Normal Retirement	Early Retirement	Normal Retirement
Actuarial Accrued Liability				
Active Liability	832,686	2,005,051	-	-
Inactive Liability	<u>-</u>	<u>-</u>	<u>1,736,063</u>	<u>3,357,788</u>
Total Actuarial Accrued Liability	832,686	2,005,051	1,736,063	3,357,788
Market Value of Assets				
Actuarial Value of Assets				
Change in Actuarial Accrued Liability			903,377	1,352,737
Gross Normal Cost	6,967	51,390	-	-
Estimated employee contributions	-	-	-	-
Estimated administrative expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
City's normal cost	6,967	51,390	-	-
Amortization of unfunded accrued liability	<u>-</u>	<u>-</u>	<u>71,250</u>	<u>106,692</u>
Contribution before adjustment as of the valuation date	6,967	51,390	71,250	106,692
Fiscal year ending	2022	2022	2022	2022
Adjustment for interest	240	1,768	2,452	3,671
Actuarially determined employer contribution	7,207	53,158	73,702	110,363

Retirement & Benefit Assumptions

No Change

No Change

Coded as
Retirees, 100%
Married, 100% 100% Married,
PPO, all Med 100% PPO, all
Elig, 10% Med Elig, 10%
RetCostSh RetCostSh

2020 Condemnation Board Summary

Street	Address	Complaint	Closed	Complaint	Hearing	Blight	Condemnation	Appeal Hearings	Fined	Lien	Amount	Lien Date	Lien Paid Date
				42	30	29	2	2	7	4			
650	Beach Road	12/16/2019	1/27/2020	1									
24	Bronson Road	2/25/2019	2/24/2020	1		1							
32	Bronson Road	2/25/2019	1/27/2020	1		1							
1780	Bronson Road	11/9/2019	1/27/2020	1		1							
1845	Bronson Road	4/20/2018	3/31/2020	1		1			1	1	\$56,200.00	11/21/2018	3/31/2020
176	Coach Lane	6/14/2019	6/15/2020	1		1							
373	Cross Highway	9/21/2020		1	1	1							
219	Eastlawn Street	6/6/2019	1/27/2020	1		1							
1019	Fairfield Beach Road	11/16/2020		1	1								
34-36	Grace Street	11/16/2020		1	1								
92	Grasmere	1/27/2020		1	1	1	1	1	1				
43	Helen Street	7/24/2018		1		1			1	1	\$27,000.00	11/5/2019	
230	Hoydens Lane	1/27/2020		1	1	1							
383	Hunyadi Avenue	6/15/2020		1	1	1							
114	James Street	7/20/2020		1	1	1							
70	Jennings Road	9/21/2020		1	1								
338	Knapps Highway	9/21/2020		1	1								
53	Marian Road	12/2/2019		1	3	1							
62	May Street	6/15/2020	6/15/2020	1									
461	Mill Hill Terrace	9/21/2020	11/16/2020	1	1								
20	Morehouse Highway	10/29/2019		1	1	1							
83	Morehouse Highway	7/20/2020		1	1	1							
181	Moritz Place	10/2/2019	6/15/2020	1	1	1							
233	Old Oaks Road	1/18/2018		1	1	1		1	1				
1180	Oldfield Road	6/15/2020		1	1	1			1				
44	Parkway	9/10/2019	6/15/2020	2		1							
3726	Post Road	9/21/2020	12/21/2020	1	1								
72	Roseville Street	9/21/2020		1	1								
492	Ruane Street	8/22/2018	8/10/2020	2	1	1	1		1	1	\$23,500.00	11/5/2019	8/10/2020
260	Shetland Road	9/21/2020		1	1	1							
60	Steep Hill	11/16/2020		1	1	1							
231	Sterling Street	8/20/2019		1		1							
79	Stevens Road	9/21/2020		1	1	1							
222	Stillson Road	1/28/2019		1	1	1							
880	Stillson Road	8/26/2019	1/27/2020	1	1	1							
447	Stratfield Road	9/21/2020		1	1	1							
429	Toll House Lane	9/9/2019	6/15/2020	1	1	1							
280	Tuckahoe Lane	5/20/2019		1	1	1			1	1	\$60,000.00	11/5/2019	
112	Valley View Road	6/15/2020	9/21/2020	1	1								
33	Wheeler Park Avenue	7/20/2020	7/20/2020	1									
	Total			42	30	29	2	2	7	4			

FairTV Commission

Seat	Name	Party	Term Start	Term End
1*	Vishno, Alexander	R	07/19	07/22
2**	Colligan, Patrick G.	R	07/20	07/23
3***	[VACANT]		07/20	07/23
4****	Quinn, James F.	D	07/18	07/21
5*****	Strelzer, Stuart	U	07/18	07/21

Full	
Party	Count
Vacant	1
Democrats	1
Republicans	2
Unaffiliated	1
Total Full	5

*Serving first term. Appointed by BOS on 12-04-20 and RTM on 12-16-20. Filled seat vacated by Kathryn L. Braun –R- who was elected to the TPZ in November of 2019.

**Serving first term. Appointed by BOS on 07-06-20 and RTM on 7/27/20. Filled seat vacated by Todd J. Chandler - R - who resigned 09/17/18.

***Seat vacated by Andrew D. Jones –D- who chose not to seek a second term. Mr. Jones’ first term was 7/17-7/20.

****Serving second term. Reappointed by BOS on 06-06-18 and RTM on 06-25-18.

*****Serving second term. Reappointed by BOS on 06-06-18 and RTM on 06-25-18.

- The FairTV Commission was established to oversee the development and operation of educational and government access television programming in Fairfield. The FairTV Commission was created by a Town Ordinance passed by the Representative Town Meeting (RTM) on February 2, 2015 to oversee the development and operation of educational and government access television programming in Fairfield. This commission is the successor to the temporary [FairTV Operational Committee](#).
- 5 members can serve; no more than 2 members of the same party can serve.
- Term begins July and lasts three years.
- Requires unanimous BOS approval and RTM approval.

FairTV Commission (source www.fairfieldct.org/fairtvcommission)

Powers and Duties: [Town Code - Chapter 74](#)

Chapter 74. FairTV

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

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

Sec. 74-2. Implementation.

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

Sec. 74-3. Primary Content.

FairTV shall record, broadcast, re-broadcast and “Internet-stream” gavel-to-gavel, regularly scheduled meetings of the Town of Fairfield’s:

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

Sec. 74-4. Secondary Content.

The FairTV Commission may authorize additional coverage of Fairfield town government and the Fairfield Public Schools, herein defined as: gavel-to gavel meetings of town bodies not part of the Primary Content schedule, and events related to town government or the public schools, such as ceremonies, non-partisan public meetings, parades and athletic competitions.

Sec. 74-5. Secondary Content Inhibitor.

The Primary Content shall be completely assigned, scheduled and appropriately funded prior to the authorization of any Secondary Content coverage. The Commission shall not authorize the production of any other content or accept outside produced content for broadcast.

Sec. 74-6. Special Meeting Programming,

Coverage of Special Meetings of Primary Content government and educational activities shall be at the discretion of the FairTV Commission; provided that Primary Content coverage shall not be affected.

Sec. 74-7. Emergency Programming. The FairTV Commission shall provide for the immediate broadcast and release of emergency bulletins properly decreed by the Public Safety Authorities of the Town of Fairfield through prior mutual agreement with those authorities. These bulletins are to be in written form in order to be delivered over the system's broadcast emergency sub-channels.

Sec. 74-8. Commission Created; membership; compensation.

A. There shall be a FairTV Commission that shall consist of five (5) members who must be electors and residents of the Town of Fairfield. No more than two (2) members shall be members of the same political party. These members shall be recommended by unanimous consent of the Board of Selectmen and shall be appointed to the FairTV Commission by majority consent of the RTM.

B. No member of the FairTV Commission shall receive compensation for service.

Sec. 74-9. Term of Office; removal; officers.

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

B. If a member resigns or is removed for any reason before his or her term expires, a replacement shall be appointed within two (2) months of termination in accordance with Section 74-9.A to complete that term. A Commission member may be removed by a vote of the Board of Selectmen for good cause, upon request of the Commission. Failure to attend four (4) consecutive meetings without good reason shall constitute good cause for removal.

C. The Commission shall elect a Chairperson, Vice Chairperson and Secretary. The Commission may form subcommittees to address specific duties of the Commission.

D. A quorum at any such meetings shall consist of a majority of the voting membership.

Sec. 74-10. Jurisdiction.

A. The FairTV Commission shall oversee the operations of the FairTV Broadcast System for the express purpose of recording (video & audio), producing, editing, live broadcast, re-broadcast and Internet streaming of the Town of Fairfield Education and Government meetings.

B. The Commission shall serve as the sole policy-making authority regarding broadcast content, acting strictly however within the broadcast standards established herein Sect.74-3 through Section 74-8. These standards may only be revised by ordinance of the Town of Fairfield.

C. The Commission shall act as the oversight and selection authority for any and all employees, contractors, vendors and volunteers needed to operate the FairTV Broadcast System in a manner consistent with requirements of fairness expressed in the Town Charter in Article XI, Section 4 and in consultation with the Town Human Resources Department and Town Purchasing Department.

D. The Commission shall adopt such policies as it deems appropriate to assure procedures for the orderly and prompt performance of the Commission's duties and the system's continued efficient operation.

Sec. 74-11. Professional Services.

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

Sec. 74-12. Powers and duties.

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

A. Provide for efficient, cost effective broadcast operations.

B. Deliver broadcast content of the legislative, educational, executive, financial and land use meetings of the Town of Fairfield.

C. Regulate broadcast system operations and standards within the limits of Sections 74-3 to 74-8.

D. Acquire, provide and maintain equipment necessary for the timely execution of the Commission's duties.

E. The Commission shall be responsible for the custodial oversight of all such equipment and shall adopt policies for the proper preservation and care of such equipment.

F. Members shall serve as the Town of Fairfield and the Fairfield Board of Education representatives to the Cable Advisory Council of Area 2 (CAC2).

Sec. 74-13. Budget Appropriations and Funding

A. Effective with the adoption of this ordinance by the RTM and the appointment and installation of members to the FairTV Commission, funds appropriated, encumbered and/or designated for the operations of FairTV in the current fiscal year held in the Information Technology Department Budget shall henceforth be expended at the direction of the FairTV Commission.

B. The FairTV Commission shall prepare, present and oversee budget requests and appropriations for the System in accordance with Town of Fairfield budget procedures.

C. The FairTV Commission shall author annual grant requests to Cable Advisory Council of Area 2 and the grant process post-award report.

D. The FairTV Commission shall author grant requests to any other video service providers for the Town of Fairfield as needed.

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #101)
Date: Monday, December 14, 2020 11:29:24 AM

Boards and Commissions Interest Form

Record #101 submitted from IP address 68.192.82.226 on 12/14/2020 11:29 AM

[View form](#)

ID	101
First Name	Mark
Last Name	Joyella
Street Address	64 Shoreham Village Drive
Zip Code	06824
Email Address	gioiella@gmail.com
Cell Phone	917-678-6625
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Democratic Party
Board or Commission	FairTV Commission
Read the Boards Role	Yes
How You Learned About the Position	Board vacancies page on town website
Who You Have Spoken To	Other Person(s)
Explanation of Interest and Contribution	I believe my background in television would be valuable to the commission's work, particularly as 2020 has made access an essential public service
Resume or Bio	Academic Resume - Joyella.pdf

MARK JOYELLA

(917) 678-6625
mark.joyella@gmail.com
joyella@ibm.com
Twitter: @standupkid

MFA in Journalism

PROFILE

- Award-winning broadcast journalist: reporting and anchoring newscasts in major markets including Miami, Orlando and New York City
- Experienced writer and reporter across all forms of modern media--local TV, network and cable news; newspapers, magazines and digital news sites; and social media
- Accomplished corporate communications professional for iconic global brand

EDUCATION

MFA, JOURNALISM

Grady College of Journalism and Mass Communication, University of Georgia
2019

BA, HISTORY & POLITICAL SCIENCE

Emory University
1987

AWARDS & HONORS

Southern Regional Emmy Award, *News Writing*
Suncoast Regional Emmy Award, *Best Feature*
Suncoast Regional Emmy Award, *Reporting*
Suncoast Regional Emmy Award, *Reporting (Sports)*
Suncoast Regional Emmy Award, *Reporting*
RTDNA Award, *Spot News Coverage*
Georgia Associated Press Radio-Television Award, *Series Reporting*
Alabama Associated Press Radio-Television Award, *Reporting*
Society of Professional Journalists' Award of Excellence

MEDIA EXPERIENCE

SENIOR CONTRIBUTOR, FORBES

2016 - Present

EXTERNAL COMMUNICATIONS, IBM

2017- Present

MEDIA WRITER, ADWEEK

2012 - 2016

ANCHOR/REPORTER, WFTV, ORLANDO, FL

2012 - 2014

U.S. CORRESPONDENT, 7 NETWORK, AUSTRALIA

2010 - 2014

DIGITAL PRODUCER, CNN

2011 - 2012

REPORTER, WPLG-TV, MIAMI, FL

2007-2010

REPORTER, WNYW-TV, NEW YORK, NY

2003 - 2007

TEACHING EXPERIENCE

Craft lecturer, *Grady School of Journalism and Mass Communications, University of Georgia*
- Guest lecturer, *University of Central Florida*
- Teacher, *January Academy Workshop, Craig Newmark School of Journalism, City University of New York*
- Guest lecturer, *Eastern Connecticut State University*
- Instructor, *TV News Reporting, MediaBistro*

Ethics Commission

Seat	Name	Position	Party	Term Start	Term End
1*	Billington, Nancy S.		R	07/20	07/22
2**	Trembicki, Alexander J.		D	07/20	07/22
3***	[VACANT]			07/19	07/21
4****	Van Steenberg, Craig B.		R	07/19	07/21
5*****	[VACANT]			07/19	07/21

Full	
Party	Count
Vacant	2
Democrats	1
Republicans	2
Total Full	5

*Serving first term. Appointed by BOS on 07-06-20 and RTM on 07-27-20. Replaced Marguerite H. Toth – R – who served two full terms.

**Serving second term. Reappointed by BOS on 07-06-20 and RTM on 07-27-20. Replaced Christopher J. Brogan – D – who served two full terms.

*** Seat was last held by David G. Bothwell – R – who served two full terms.

****Serving first term. Appointed by BOS on 12-04-2019 and RTM on 12-16-2019. Replaced Janice I. Carpenter – R – who served two full terms.

*****Seat vacated by Robert B. Bellitto - D -who moved out of town and resigned on 12-28-2020.

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

Term Length:	Two Years (Two Term Limit)
# of Members	Five
Appointing Body:	Requires unanimous BOS approval and RTM approval
Defined In:	Town Charter – Article X

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

Duties include:

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

The Ethics Commission may also:

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

Ethics Commission Town Charter – Article X

§ 10.15. Ethics Commission.

A. Members and terms.

- (1) The Ethics Commission shall consist of five members, appointed by unanimous vote of the Board of Selectmen and confirmed by majority vote of the RTM. No more than three members shall be registered with the same political party.
- (2) Notice of appointment shall be served by the Board of Selectmen upon the Moderator of the RTM and the Town Clerk. A vote for approval or rejection of each person appointed shall be taken at an RTM meeting held more than 10 days after service of the notice on the Town Clerk. Failure to vote within 60 days of the service on the Town Clerk shall be deemed to be approval and confirmation by the RTM. If any appointment is rejected by the RTM, the Board of Selectmen shall within 21 days after the rejection notify the RTM Moderator and Town Clerk of further appointments to replace the rejected appointments. The RTM shall then vote on the new appointments. These too shall be deemed approved and confirmed if not voted upon within 60 days of the notice.
- (3) The terms shall commence on July 1. Terms of members shall be two years and shall be staggered so that no more than three terms expire in one year. No member may serve more than the shorter of two terms or one term plus a partial term created by filling a vacancy for an unexpired term.

B. Powers and duties. The Ethics Commission shall:

- (1) Receive complaints alleging violations of the Standards of Conduct or any ordinance establishing a Code of Ethics for Town officials and employees;
- (2) Upon sworn complaint or upon the vote of three members, investigate the actions and conduct of elected and appointed Town officials, members of the RTM, and employees of the Town to determine whether there is probable cause that a violation has occurred of the Standards of Conduct or Code of Ethics;
- (3) On its own motion issue general opinions and interpretations of the Standards of Conduct or the Code of Ethics;
- (4) Upon the request of a principal officer of a department, or any member of a Town authority, board, commission, or committee, or any member of the RTM render an advisory opinion with respect to any specific relevant situation under the Standards of Conduct or Code of Ethics;
- (5) Consider written requests for advisory opinions referred by a department head with respect to any problem submitted to the department head in writing by an employee in the department (whose name need not be disclosed to the Ethics Commission) concerning that employee's duties in relationship to the Standards of Conduct or Code of Ethics where the department head elects not to decide the issue within the department;
- (6) Adopt such regulations as it deems advisable to assure procedures for the orderly and prompt performance of the Commission's duties;
- (7) Upon a finding of probable cause initiate hearings to determine whether there has been a violation of the Standards of Conduct or Code of Ethics;
- (8) Have the power to retain its own counsel, administer oaths, issue subpoenas and subpoenas duces tecum (enforceable upon application to the Superior Court) to compel the attendance of persons at hearings and the production of books, documents, records, and papers; and

(9) Upon finding of a violation of the Standards of Conduct or Code of Ethics, at its discretion, recommend appropriate disciplinary action to the Board of Selectmen or appropriate department heads.

C. Procedure.

(1) On complaints.

(a) In any investigation to determine probable cause the Ethics Commission shall honor all requests for confidentiality, consistent with the requirements of State law. Unless a finding of probable cause is made or the individual against whom a complaint is filed requests it, complaints alleging a violation of the Standards of Conduct or Code of Ethics shall not be disclosed by the Ethics Commission.

(b) Any person accused of a violation shall have the right to appear and be heard by the Ethics Commission and to offer any information which may tend to show there is no probable cause to believe the person has violated any provision of the Standards of Conduct or the Code of Ethics.

(c) The Ethics Commission shall, not later than 10 days after the termination of its probable cause investigation, notify the complaining person and the person against whom the complaint was made that the investigation has been terminated and the results. (d) At hearings after a finding of probable cause, the Ethics Commission shall afford the person accused the protection of due process consistent with that established for state agencies under the "Connecticut Uniform Administrative Procedures Act," including but not limited to the right to be represented by counsel, the right to call and examine witnesses, the right to the production of evidence by subpoena, the right to introduce exhibits, and the right to cross-examine opposing witnesses.

(e) In the absence of extraordinary circumstances, the hearing shall be held within 90 days of the initiation of the investigation. The Ethics Commission shall, not later than 30 days after the close of the hearing, publish its findings together with a memorandum of its reasons. Any recommendation for disciplinary action shall be contained in the findings.

(f) An individual directly involved or directly affected by the action taken as a result of the Ethics Commission's findings or recommendation may seek judicial review of such action and of the Ethics Commission's findings or recommendation unless the action taken was a referral of the matter to proper authorities for criminal prosecution.

(2) On requests for advisory opinions. Within 45 days from the receipt of a request for an advisory opinion, the Ethics Commission shall either render the opinion or advise as to when the opinion shall be rendered.

D. Quorum. A quorum for the Ethics Commission shall be not less than four members in attendance. All members who attended all hearings on the matter, and all members who certify that they have read or heard the entire transcript of the hearing they did not attend, shall be eligible to vote on the proposed Ethics Commission action. The Ethics Commission shall find no person in violation of any provision of the Standards of Conduct or Code of Ethics except upon the concurring vote of three-fourths of those members voting.

From: null@town.fairfield.ct.us
To: [Carpenter, Jennifer](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #3)
Date: Thursday, November 21, 2019 3:36:44 PM

Boards and Commissions Interest Form

Record #3 submitted from IP address 24.146.252.193 on 11/21/2019 3:37 PM

[View form](#)

ID	3
First Name	Brian
Last Name	Cantor
Street Address	150 Curtis Terrace
Zip Code	06824
Email Address	brian@briancantorlaw.com
Cell Phone	203-615-4120
Home Phone	203-373-1808
Work Phone	203-254-1550
Voter Registration Status	Yes
Political Party Affiliation	Democratic Party
Board or Commission	Ethics Commission
Read the Boards Role	Yes
How You Learned About the Position	Town web site
Who You Have	Other Person(s)

Spoken To	
Explanation of Interest and Contribution	My legal background has given me experience in the applying the facts to statutes and ordinances, including interpretation of statutes and ordinances. I have also served as an elected official in Fairfield (see resume). I am a past chairman of the Connecticut Bar Real Property Section demonstrating ethics and leadership skills.
Resume or Bio	FIRM RESUME 2019.doc
Additional Comments	

[Manage](#)

BRIAN S. CANTOR
ATTORNEY AT LAW

1220 POST ROAD
FAIRFIELD, CT 06824
TELEPHONE: (203) 254-1550

FAX (203) 259-1180
WEB SITE: www.briancantor.com
EMAIL: brian@briancantorlaw.com

FIRM RESUME

Areas of Practice:

Real estate, probate, wills and trusts, elder law, commercial litigation including collections.

Civic Activities:

Previously, Sixth District Representative to the Fairfield Representative Town Meeting; Board of Assessment Appeals; Fairfield Plan & Zoning Commissioner; Active participant in local Masonic and Shriner organizations.

**Professional
Affiliations:**

Connecticut Bar Association (Real Property Section; past Chairman of this section; Connecticut Creditor Bar Association, Inc.; Elder Law and Estates and Probate Section of Connecticut Bar Association; Supreme Court of the United States of America, admitted September 1991; United States Tax Court, admitted May, 1991; United States District Court of the District of Connecticut, admitted November 1987; Connecticut Bar, admitted November 1987.

Education:

Western New England College School of Law, now known as Western New England University School of Law, Springfield, Massachusetts, J.D.

University of Massachusetts at Amherst, Massachusetts, B.S. Psychology, Graduated Cum Laude

**Approved Attorney
For:**

Connecticut Attorneys Title Insurance Company

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #106)
Date: Thursday, December 31, 2020 2:07:28 PM

Boards and Commissions Interest Form

Record #106 submitted from IP address 68.192.83.144 on 12/31/2020 2:07 PM

[View form](#)

ID	106
First Name	Dana
Last Name	Kery
Street Address	7 Green Acres Lane, Fairfield
Zip Code	06824
Email Address	danakery@gmail.com
Cell Phone	203-362-7797
Home Phone	203-256-0762
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Republican Party
Board or Commission	Ethics Commission
Read the Boards Role	Yes
How You Learned About the Position	I learned about the open position from Pam Iacono, and Brenda Kupchick
Who You Have	First Selectman, Other Person(s)

Spoken To	
Explanation of Interest and Contribution	I would like to serve on the Ethics Commission to participate in addressing ethics concerns that may arise. I have an understanding of some of the issues that have recently been identified; working cooperatively within the Ethics Commission, I look forward to ensuring the Town Charter guides Town operations, with the goal to return and maintain trust within our Town Government.
Resume or Bio	Dana Kery resume.pdf
Additional Comments	

[Manage](#)

Dana Kery
7 Green Acres Lane
Fairfield, CT 06824
(203) 362-7797 dkery@sbcglobal.net

Work History

7/99 – Present

CEO Kery Family Enterprises, Fairfield, CT

Provide leadership, coaching, and operational direction to achieve desired results. Act as motivator, mentor, and guide, to identify and develop individual talents. Responsible for short and long term growth and profitability.

11/95 – 7/99

GARDEN BOTANIKA, Redmond, WA

District Manager – New England

Plan and direct the business strategy for 22 store district. Empower managers to achieve goals and corporate benchmarks through development of their store teams. Ensure customer service standards are maintained, building customer loyalty through key product categories. Sales volume increased an average 12% quarter to quarter; total 176% to goal 1995 through 1999. Research and address issues affecting service, productivity and profitability. Maintained less than 6% management turn; promoting from within the district when appropriate.

2/94 – 11/95

Manager

Recruited and trained staff for opening of multiple new locations. Training included introduction of product line, in addition to basic and advanced selling techniques. Involved in planning and implementation of store strategy to achieve goals. 1995 sales 198% to plan; location held sales record for grand opening day through November 1994. Consistently led the company in success of sales promotions, average dollar transaction, and mailing list capture rate. Upon completion of training, a portion of inventory and operating responsibilities were delegated to the assistant manager.

Corporate Trainer

Assisted in planning for multiple new store openings. Interviewed and hired for positions ranging from entry-level associates to management. Conducted sixteen-hour product training sessions for new staff. Trained new store managers in store/corporate policies and procedures for one week, either prior to opening or during the first week of operations.

9/90 – 2/94

UNITED RETAIL GROUP, Rochelle Park, NJ

Manager

Oversaw all staffing, merchandising, inventory, and operational aspects of the business unit. Interviewed, hired, trained, motivated, and inspired sales associates. Responsible for performance reviews and development of store employees. Single point of contact for a twelve store district to identify and resolve point of sale issues. Trained corporate staff, from administrative to executive levels, on a weekly basis. Training included smoothing interaction between corporate office and stores, in addition to sales and management training.

Co-Manager

Assisted in all management functions. Trained and motivated sales associates to offer superior customer service and consistently exceeded sales goals. Recruited associate and management candidates. Consistently met and exceeded all expectations.

Co-op Intern

Worked three and six month rotations in Corporate Office of 400 store nationwide retailer. Experience gave me understanding of Store Services, Marketing, Merchandising, Buying, and Store Operations. Coordinated the implementation of pilot programs to improve company-wide service skills and sales techniques.

Education

Northeastern University, Boston, MA

Bachelor of Science Degree in Business Administration, September 1992

Concentration: New Venture Creation and Marketing

Activities

Representative Town Meeting (RTM), Fairfield, CT, Elected Representative 11/2011 – 11/2013

Mill River Wetlands Committee, RL5th and 6th grade Co-Director 2/2012 – 6/2014

OHS PTA -Volunteer Chairperson - After School Activities, Spirit Wear, Room Reservations

Volunteer - Junior Achievement, I love to read, Yearbook, CANE, Library Shelving

6/2011 - Presidential Volunteer Service Award for 1,000+ hours volunteer service

Northeastern University, Alumni Admissions Representative

Attend high school “college days”; meet with guidance counselors and prospective students.

Interests

Windsurfing, Skiing, Cycling, Golfing – and the sidelines of my children’s activities – Rugby, Basketball, Hockey

Special Projects Standing Building Committee

Seat	Name	Party	Start
1*	Van Deusen, Rodney J.	D	04/2018
2	Amato, Leonard D.	U	02/2003
3	Kelly, Alfred J.	R	02/2003
4**	Purcell, Jane A.	U	07/2011
5	[VACANT]		
6 (TFC)	Speciale, Richard A.	R	02/2003
7 (BOE)***	[VACANT]		

Full	
Party	Count
Vacant	2
Democrats	1
Republicans	2
Unaffiliated	2
Total Full	7

*Appointed by BOS on 02-21-18 and RTM on 03-26-18. Filled seat previously held by Mike Giaquinto – D.

**Appointed by BOS on 06-01-11 and RTM on 06-27-11. Filled seat held by Miriam Frank – U.

***Last held by BOE member Phil Dwyer – D – in 10/2019. Has not been replaced by the BOE since 11-2019 when Mr. Dwyer did not seek re-election to the BOE.

- 7 members can serve including one BOE voting member and one Town Facilities Commission voting member. The TFC has not met in several years.
- There are no terms.
- Requires BOS and RTM approval.
- Examples of projects the Committee has been involved in include several school roof replacements and the school security panels installation.

Original Charge – 2003

Suggested recommendations from the Town Facilities Commission (TFC) to the First Selectman regarding the establishment of a standing building committee:

In order to facilitate school and town construction projects, the TFC recommends that a standing building committee be created and charged with implementing all building projects assigned by the Board of Selectmen that are less than \$3 million in cost, or any other projects as my otherwise be determined by the Board of Selectmen. The committee should be charged with the preparation of schematic drawings and outline specifications and authorized to file for a grant application with the State Department of Education or any other sources offering reimbursements or grants.

The committee should consist of not less than five, but not more than seven members. The committee should consist of not less than five, but not more than seven members.

One member shall be a member of the Town Facilities Commission and shall serve as chair, one member shall be a member of the Board of Education and the remaining members shall be as determined by the Board of Selectmen. The Town Facilities Commission will provide input on the members being considered for appointment and at least two of the members appointed will be members that have been recommended by the Town Facilities Commission. In addition, the Superintendent of Schools (for school projects) and the First Selectman (for Town projects) shall appoint a designee to serve as an ex-officio member whose primary responsibilities will be to plan projects, coordinate pre-construction and construction activities and to file all necessary paperwork required for State reimbursement or other grants.

From: null@town.fairfield.ct.us
To: bos@fairfieldct.org
Subject: New submission for form: Boards and Commissions Interest Form (ID #22)
Date: Tuesday, June 30, 2020 11:19:35 AM

Boards and Commissions Interest Form

Record #22 submitted from IP address 198.73.222.6 on 6/30/2020 11:20 AM

[View form](#)

ID	22
First Name	Stephen
Last Name	Kornutik
Street Address	151 Home Fair Drive
Zip Code	06825
Email Address	19smk97@gmail.com
Cell Phone	203-814-7070
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Republican Party
Board or Commission	Special Projects Standing Building Cmte
Read the Boards Role	Yes
How You Learned About the Position	Town Website
Who You Have	

Spoken To	
Explanation of Interest and Contribution	I can contribute my construction knowledge. I have been a builder my entire life and experienced a diversity of projects that have given me knowledge and experiences that I believe are important to share and use for the benefit of the community.
Resume or Bio	Stephen M Kornutik - Resume 6-30-20.docx
Additional Comments	

[Manage](#)

Stephen M. Kornutik
151 Home Fair Drive, Fairfield, CT 06825

19smk97@gmail.com

203-814-7070

Summary of Qualifications

- Able to successfully manage complicated contracts and scopes to deliver projects on time.
- Possess strong interpersonal and project management skills.
- Demonstrated ability to effectively lead and work as a member of diverse, high performance team.

Education

Catholic University of America, Washington, DC
December, 2018

Graduated in

- Graduated with a degree in Business Administration, Strategy and Operations.

Fairfield College Preparatory School, Fairfield, CT
May, 2015

Graduated in

Work Experience

Ankura Consulting; Fairfield, CT
Present

April 2020 -

Senior Associate – Claims & Disputes; Capital Project Advisory

- Represent clients and provide expert analysis on a magnitude of construction related issues.

Lendlease (US) Construction LMB; New York, NY
2019 - March 2020

February

Assistant Superintendent- 53 West 53rd Street

- *Accepted into Lendlease's Graduate Leadership program as a Project Engineer. Responsible for building out, finishing and turning over several floors at a time of a 77 story luxury apartment building to the client. Skilled in all phases of procurement, scheduling, project management and construction. Proficient in multiple project management/ document control softwares. Direct client/owner facing position. Built a strong relationship of trust and respect to accomplish efficient turnover.*
- *Gained financial skills through monthly contract requisitions and change order approvals.*

McCullough Construction; Washington DC
December 2018

May 2017 –

- Worked on three affordable housing projects ranging from a 33 unit building all the way to 200+ units.
- Managed subs on site from a construction aspect all the way to a reporting on hiring standards through government programs.
- Complied with all standards and hiring goals set for the projects, worked directly with architects, engineers and other stakeholders to accomplish.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Town Plan and Zoning Commission

(203) 256-3050

INTEROFFICE MEMO

DATE: DECEMBER 9, 2020
TO: BOARD OF SELECTMEN
FROM: JIM WENDT, PLANNING DIRECTOR
RE: 216 RIVERSIDE DRIVE

On December 8, 2020, the Town Plan and Zoning Commission voted unanimously to recommend favorably the Town's sale of the above captioned property to the adjacent property owner at 196 Riverside Drive. The additional property to be sold will make the lot at 196 Riverside conforming to the lot area requirements of the zone and the Commission does not foresee a practical future town use of the land.



To: Planning and Zoning Commission, Board of Selectmen, RTM

From: Brian Carey, Conservation Director

Date: November 12, 2020

Re: 14-Point Summary - RFP #2021-35 - Proposed Town Land Sale – 216 Riverside Drive

1. **Background** – The Town has received an offer to purchase the Town owned parcel of land located at 216 Riverside Drive for the price of \$22,500.00. The sale of the property was put out to public bid as part of RFP #2019-42 after a request was made to the Town Administration to entertain a potential sale of the property. After investigating potential uses of the property by various Town Departments and Boards, it was determined that there was little value or use for the 5,263 sq. foot parcel by the Town.

The site has never been actively maintained by the Town and does not provide any value in terms of recreation for residents. The property was acquired by the Town through tax foreclosure in August 1958 and has sat vacant since that time.

2. **Purpose and Justification** – The justification for the sale of the property is it represents little in the way of value to the Town for any future project or use. Due to the size and location of the property, there is no value in having the Town keep the property for some future use. The best use of the site would be to sell the property to one of the adjacent neighbors.
3. **Detailed Description of Proposal** – A copy of RFP #20201-35 and the proposed purchase agreement have been attached for review.
4. **Reliability of Cost Estimate** – Not Applicable. The proposed sealed bid purchase price is firm at \$22,250.00
5. **Increased Efficiency or Productivity** – Not applicable.
6. **Additional Long Range Costs** – There will be no additional future long range costs associated with the sale of the property to the private party.
7. **Additional Use or Demand on Existing Facilities** – None Anticipated.
8. **Alternatives to this Request** – There are two alternatives to this request. The Town could either keep the property and not move forward with the current sale or the Town could decide to rebid the property and try to obtain a higher purchase price.
9. **Safety and Loss Control** – The sale of property would reduce the overall liability of the Town regarding any potential maintenance.

10. Environmental Considerations – The property is being sold “as-is” by quit claim deed. No claims or representation are being made as to the condition of the property relative to the environmental quality of the land and/or improvements thereon. The buyer may review any and all files related to environmental conditions on this parcel and abutting lands if applicable.

11. Insurance – The proposed purchaser of the property will be required to carry title insurance during the sale of the property. The Town is not providing any guarantee during the sale of the property and the property is being transferred by a Quit Claim Deed.

12. Financing – There is no cost to the Town regarding the sale of the property. The property is being sold “as-is” to the prospective purchaser for the sealed bid amount of \$22,250.00

13. Other Considerations: None

14. Other Approvals:

Planning and Zoning Commission (8-24 Review) –
Board of Selectmen -
RTM -



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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

2021-35 Request for Proposals Sale of Property: 216 Riverside Drive

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

Date Submitted _____ 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:

Doing Business As (Trade Name) _____

Address _____

Town, State, Zip _____

(Mr/Ms) Name and Title, Printed _____

Signature _____

Telephone _____

Fax _____

E-mail _____

First Selectwoman

Director of Purchasing
10/16/2020
Date

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, Thursday, 5th of November, 2020

To provide pricing proposals for the sale of excess real property owned by the Town of Fairfield, Connecticut. Detailed descriptions and instructions to proposers, as well as a proposed contract of sale are contained in the attached document.

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/affiliate or entity under common control 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, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2021-35" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

2021-35 Sale of Property: 216 Riverside Drive

Overview

The Town of Fairfield, Connecticut acting through the authority of the Land Acquisition Committee invites proposal for the sale of excess real property owned by the Town of Fairfield, Connecticut. Detailed descriptions and instructions to proposers, as well as a proposed contract of sale are contained in the attached document.

Notes to Candidates

Questions concerning this RFP must be in writing and directed only to:
Corinne Dyer, Senior Buyer
cdyer@fairfieldct.org

Inquiries must be received no later than noon on 22 October 2020. Failure to comply with these conditions will result in the candidate waiving the right to dispute the RFP specifications and conditions. Any addenda will be posted to the Town of Fairfield website, which is www.fairfieldct.org. It is the Respondent's responsibility to monitor the website for additional information.

Response will be in the form of an addendum that will be posted approximately 23 October 2020 to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

Submission Requirements

One (1) written copy must be submitted and received by **2:00 p.m. on 5 November 2020**; send sealed proposals to:
Town of Fairfield
Purchasing Authority
725 Old Post Rd
Fairfield, CT 06824

Part I – Property Description

The Town of Fairfield, Connecticut invites proposal for the sale of excess real property owned by the Town of Fairfield, Connecticut. The property comprises one contiguous lot totaling approximately 5,263 square foot. The subject parcel is located at 216 Riverside Drive, Fairfield, CT

Zoning/Land Use

Prospective Purchaser should do their due diligence in regards to zoning and land usage, requirements and contact information can be accessed through the Town website; <http://www.fairfieldct.org/zoning>

Environmental – The property is being sold “as is” by quitclaim deed. No claims or representations are being made as to the condition of the properties relative to the environmental quality of the land and/or improvements thereon. The buyer may review any and all files related to environmental conditions on this parcel and abutting lands if applicable.

Current Use – The properties are currently vacant.

Assessment and Estimated Annual Property Taxes – Property Record Card and Assessor's Information has been attached for review for all prospective bidders.

Part II – Conditions of Sale

1. The sale of this property is subject to approval by all required Town Boards and Commissions as required by the Town Charter.
2. The property will be sold “as-is” by quit claim deed.

3. The minimum proposal price required is **\$22,250.00**. See the attached appraisal report supplied by the Town attached.
4. The Town of Fairfield will pay no broker's fee, finder's fee, commission, or other compensation to any party claiming to counsel or represent any proposer regarding the sale and/or development of the properties.
5. No representations will or have been made by the Town of Fairfield that the property meet local, Town or Federal ordinances, regulations or laws governing development of the property, commercially, industrially, or otherwise. All permits, empowerments, permissions, and grants necessary for the sale and/or development of the property are at the selected proposer's cost and responsibility. Any variances, permissions or grants necessary to meet these requirements are likewise at the selected proposer's risk, cost, and expense.
6. All proposals are subject to the stipulations of this Request for Proposals.
7. All costs associated with responding to this Request for Proposals and/or producing written and oral clarification of its contents will be the responsibility of the proposers. The Town of Fairfield will assume no responsibilities or liabilities for these costs.
8. The Town of Fairfield makes no assertions or warranties regarding the presence, if any, or absence of asbestos, chemicals, hydrocarbons, or other hazardous materials on the property.
9. No proposals for portion or subparts of the property will be entertained. Proposals must offer to purchase the property in its entirety.
10. The Planning and Zoning Commission is required to review and approve the sale of this site under the requirements associated with a Section of 8-24 review.
11. A Contract for Sale will be awarded to the highest sale price offered.

Part III – Instructions to Proposers

All respondents are advised to review all parts of this Request for Proposals and to follow instructions carefully. Proposals that are incomplete, obscure, conditional, irregular, or lacking in necessary detail, or containing additions not called for, will be rejected by the Town.

Affidavits and Disclosures – Corporations and partnerships are required to submit with their proposal a Certificate of Disclosure of Corporation or Partnership (Forms 1 and 2, attached to Part IV) listing the name and address of principal officers.

Withdrawal of Proposals – No Proposal will be allowed to be withdrawn after it has been received by the Town of Fairfield.

Unacceptable Proposals – No proposals will be accepted from, nor will any proposal be awarded to any person, entity, firm, or corporation that is in arrears or is in default to the Town of Fairfield upon any debt, tax, or contract, or that is a defaulter in surety or otherwise up any obligation to the Town of Fairfield, or that has failed to perform faithfully any previous contract with the Town of Fairfield. No consideration will be given to proposals that are inconsistent with the information required in the attached Proposal Form and/or this Request for Proposals.

Signature of Proposer – Proposal must be completed and signed in ink by the proposer or their representative. Corporations, partnerships, or other business entities responding to this Request for Proposals must include a certificate of authority attesting that the individual signing on their behalf was duly empowered to do so.

Proposal Deposit

1. Proposals must be accompanied by a **deposit in the amount of five percent (5%) of the total gross sum** proposal by the proposer. **The deposit may be in the form of a certified or cashiers check made payable to the "Town of Fairfield"**.
2. The Town of Fairfield reserves the right to retain the deposits of all proposers until the successful proposer has received notice of proposal acceptance at which point deposits will be returned to all unsuccessful proposers. The Town of Fairfield reserves the right to reject any or all proposals and to retain the successful proposer's deposit should circumstances not created by the Town arise the proposal acceptance affecting completion of the sale of the property, or execution of a deed of conveyance or closing thereon. The deposit of the selected proposer will be released and returned by the Town upon the closing on the property with the selected proposer.

Other Proposal Conditions/Requirements

1. Proposals, including monetary offering to the Town, will be considered to be firm and fixed. The Town expects to receive fair market value for the sale of the property.
2. Proposals misdirected to other locations or that otherwise are not received by the Purchasing Department by the established due date, for any cause, will be determined to be late and will not be considered. The official time clock for the purpose of registering the receipt of the a document is the Town of Fairfield's Purchasing Department located on 1st Floor of Sullivan Independence Hall at 725 Old Post Road, Fairfield, Connecticut.
3. A Letter of Transmittal must accompany each proposal signed in ink by the proposer or a duly authorized representative.

PROPOSAL FORM

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

I, _____ have received the following contract documents,

1. RFP Document #2021-35,
2. Posted addenda (if any) numbered _____ thru _____, posted at 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:

COMPENSATION OFFERED

Please make your proposal for the property on the line below. Proposals must be for the entire property as described. No proposal for portions or subparts of the property will be accepted.

The proposer hereby offers for the entire property as described the sum of (indicate the dollar amount of the proposal in words and numerals):

_____ DOLLARS

Note: The Minimum acceptable offer is the current appraised value of **\$22,250.00**. No offers under this threshold will be accepted by the Town.

CHECKLIST

The following must be submitted with proposal:

- ☐ Cover page, completed and signed.
- ☐ Addenda acknowledged per Item 2 on Bid Proposal Form, or
- ☐ Signed and submitted with modified pricing if requested.
- ☐ Letter of Transmittal
- ☐ **Proposal Deposit of 5% of total gross sum (form of a certified bank or cashiers check)**

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.

Name and Title of Authorized Representative (Printed)

Signature

Date

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS**

ACCEPTANCE PERIOD

In submitting the proposal, the Candidate agrees that the proposal will remain valid for a period of Six (6) Months after the closing date for submission, and may be extended beyond that time by mutual agreement. Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of Six (6) Months.

THE CANDIDATE

The Candidate shall be thoroughly familiar with the requirements and specifications of this property. The submission of a proposal shall be construed as evidence that the Candidate has examined the actual property conditions, requirements, and specifications.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the prior written consent of the Purchasing Authority.

INSURANCE COVERAGE

The successful Candidate will be required to furnish and maintain insurance and a comprehensive general liability certificate of insurance naming the Town as additional insured.

FEDERAL, STATE AND LOCAL LAWS

All applicable Federal, State, and local laws, and rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein.

TAXES, FEES, CODE COMPLIANCE, LICENSING

The purchaser shall be responsible for payment of any required permits, licenses, taxes or fees associated with the execution of the contract. The purchaser shall be responsible for compliance with all applicable codes and laws.

NEGOTIATIONS WITH RESPONDENTS

The responsibility for the final selection rests solely with the Town; the Town may commence negotiations with the Responder who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Town may discuss any cost, charge or service. The Town shall not be liable to any firm for any costs associated with responding to the Request for Qualifications and Proposals, and the firm's participation in any interview, or for any costs associated with negotiations.

PROPOSALS

Bid proposals are to be submitted in a **sealed envelope** and clearly marked on the outside "**BID #2019-42**" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

PROPOSAL DEPOSIT

The Proposal Deposit furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the purchaser.

NOTE: Failure to provide a Proposal Deposit or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS**

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

SITE INSPECTIONS

The purchaser declares that the property has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the purchaser further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the RFP. All proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the proposer.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-75-0063-K

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

APPRAISAL OF REAL PROPERTY

LOCATED AT

216 Riverside Dr
Fairfield, CT 06824
Volume 381 Page 368

FOR

Conservation Department
Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

OPINION OF VALUE

\$25,000

AS OF

9/1/2020

BY

John A. Harkins
Harkins Real Estate Services, LLC
4021 Main Street, Suite 2A
Stratford, CT 06614
203-378-8085
jharkins@harkinsres.com

LAND APPRAISAL SUMMARY REPORT

File No.: 216Riverside

SUBJECT	Property Address: 216 Riverside Dr		City: Fairfield		State: CT		Zip Code: 06824																																																																																					
	County: Fairfield		Legal Description: Volume 381 Page 368																																																																																									
	Assessor's Parcel #: 130/102		Tax Year: 2020		R.E. Taxes: \$ 5,530		Special Assessments: \$ None																																																																																					
	Market Area Name: Fairfield		Map Reference: 14860		Census Tract: 0615.00																																																																																							
	Current Owner of Record: Town of Fairfield		Borrower (if applicable): None																																																																																									
	Project Type (if applicable): <input type="checkbox"/> PUD <input type="checkbox"/> De Minimis PUD <input type="checkbox"/> Other (describe)		HQA: \$ None		<input type="checkbox"/> per year <input type="checkbox"/> per month																																																																																							
	Are there any existing improvements to the property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		If Yes, indicate current occupancy: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Not habitable																																																																																									
	If Yes, give a brief description: <u>There appears to be two encroachments from an abutting property owner at 222 Riverside Drive. The rear wood deck from the house and a detached wood frame shed at the rear of the property are encroaching on the subject site.</u>																																																																																											
	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)																																																																																											
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective																																																																																											
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)																																																																																											
	Intended Use: <u>Estimate Market Value.</u>																																																																																											
	Intended User(s) (by name or type): <u>Town of Fairfield</u>																																																																																											
	Client: <u>Conservation Department</u>		Address: <u>725 Old Post road, Fairfield, CT</u>																																																																																									
	Appraiser: <u>John A. Harkins</u>		Address: <u>4021 Main Street, Suite 2A, Stratford, CT 06614</u>																																																																																									
	Characteristics Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.		Predominant Occupancy <input checked="" type="checkbox"/> Owner 95 <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)		One-Unit Housing PRICE AGE \$ (000) (yrs) 400 Low 1 1,000 High 100 600 Pred 60		Present Land Use One-Unit 98 % 2-4 Unit % Multi-Unit % Comm'l % Vacant 2 %		Change in Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely * <input type="checkbox"/> In Process * * To:																																																																																			
	Factors Affecting Marketability <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> <th>Item</th> <th>Good</th> <th>Average</th> <th>Fair</th> <th>Poor</th> <th>N/A</th> </tr> </thead> <tbody> <tr> <td>Employment Stability</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Adequacy of Utilities</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Employment</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Property Compatibility</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Shopping</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Protection from Detrimental Conditions</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Schools</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Police and Fire Protection</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>General Appearance of Properties</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Recreational Facilities</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Appeal to Market</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>								Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	Market Area Comments: <u>The real estate market in Fairfield appears to be static with supply and demand in balance. The average marketing time for reasonably priced homes appears to fall within 3-6 months.</u>																																																																																											
	Dimensions: <u>See attached survey map.</u> Site Area: <u>5,263 Sq.Ft.</u> Zoning Classification: <u>A Zone</u> Description: <u>9,375 s/f minimum.</u> Do present improvements comply with existing zoning requirements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No Improvements Uses allowed under current zoning: <u>Residential use.</u> Are CC&Rs applicable? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown Have the documents been reviewed? <input type="checkbox"/> Yes <input type="checkbox"/> No Ground Rent (if applicable) \$ <u> </u> / Comments: Highest & Best Use as improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain) _____ Actual Use as of Effective Date: <u>Open space.</u> Use as appraised in this report: <u>Open space.</u> Summary of Highest & Best Use: <u>Highest and best use of the subject site is potential excess acreage for an abutting property owner. The subject site does not comply with zoning requirements given the size and shape of the lot. Therefore, it is the appraisers opinion the subject property would be best utilized by an abutting property owner for purposes of excess acreage.</u>																																																																																											
	Utilities Electricity <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other _____ Gas <input checked="" type="checkbox"/> _____ Water <input checked="" type="checkbox"/> _____ Sanitary Sewer <input checked="" type="checkbox"/> _____ Storm Sewer <input checked="" type="checkbox"/> _____ Telephone <input checked="" type="checkbox"/> _____ Multimedia <input checked="" type="checkbox"/> _____		Off-site Improvements Street <u>Asphalt</u> Width <u>Typical</u> Surface <u>Paved asphalt</u> Curb/Gutter <u>None</u> Sidewalk <u>Concrete</u> Street Lights <u>Electric</u> Alley <u>None</u>		Public <input checked="" type="checkbox"/> Private <input type="checkbox"/> Frontage <u>50 linear feet</u> Topography <u>Level</u> Size <u>5,263 s/f</u> Shape <u>Irregular</u> Drainage <u>Appears adequate</u> View <u>Residential</u>		Other site elements: <input type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe) _____ FEMA Spec'l Flood Hazard Area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No FEMA Flood Zone <u>AE</u> FEMA Map # <u>09001C0438G</u> FEMA Map Date <u>07/08/2013</u> Site Comments: <u>The subject site is a level parcel of land with approximately 50 linear feet of frontage along Riverside Drive. There appears to be two encroachments from an abutting property owner at 222 Riverside Drive. The rear wood deck from the house and a detached wood frame shed at the rear of the property are encroaching on the subject site.</u>																																																																																					

LAND APPRAISAL SUMMARY REPORT

File No.: 216Riverside

TRANSFER HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.					
	Data Source(s): <u>Public Records</u>					
	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>The subject property is not known to have sold in the past 36 months.</u>				
	Date: <u>No prior sale/transfer</u> Price: <u>within past 3 years</u> Source(s): 2nd Prior Subject Sale/Transfer					
SALES COMPARISON APPROACH	FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	
	Address	216 Riverside Dr Fairfield, CT 06824	150 Trail St Fairfield, CT 06825	155 Forest Ave Fairfield, CT 06824	145 Grace St Fairfield, CT 06825	
	Proximity to Subject		4.05 miles NW	1.46 miles SW	1.62 miles N	
	Sale Price	\$ None	\$ 65,000	\$ 15,000	\$ 80,000	
	Price/ Sq.Ft.	\$	\$ 3.02	\$ 3.00	\$ 5.33	
	Data Source(s)	N/A	Volume 5796 Page 192	Volume 5664 Page 237	Volume 5660 Page 59	
	Verification Source(s)	Public Records	Public Records	Public Records	Public Records	
	VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) % Adjust	DESCRIPTION	+(-) % Adjust
	Sales or Financing	None	None Known		None Known	
	Concessions					
	Date of Sale/Time	N/A	7/12/2019		5/8/2018	4/24/2018
	Rights Appraised	Fee Simple	Fee Simple		Fee Simple	Fee Simple
	Location	Suburban/Good	Suburban/Good		Suburban/Average	+60% Suburban/Average-
	Site Area (in Sq.Ft.)	5,263	21,500	-25%	5,000	15,000
	Topography	Primarily Level	Rolling/Sloping	+50%	Primarily Level	Primarily Level
Zone	A Zone	R-3		B Zone	B Zone	
RECONCILIATION	Net Adjustment (Total, in \$)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 16,233	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 9,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 7,995	
	Net Adjustment (Total, in % of \$ / Sq.Ft.)		(25 % of \$/Sq.Ft.)	(60 % of \$/Sq.Ft.)	(10 % of \$/Sq.Ft.)	
	Adjusted Sale Price (in \$ / Sq.Ft.)		\$ 3.78	\$ 4.8	\$ 5.86	
	Summary of Sales Comparison Approach <u>The lack of recent comparable sales necessitated the use of sales dating past one year for the sake of comparison. Value per square foot was the basis of this value estimate. Sale #1 was a town owned property purchased by an abutting property owner. Sales #2 and #3 are in inferior locations and were adjusted upward. Excess acreage was adjusted accordingly. Sale #1 has a sloping topography which was deemed inferior when compared to the subject's level topography. The unadjusted value per square foot of the sales range from \$3.00 to \$5.33 per square foot. The adjusted value per square foot of the three sales has a range from \$3.78 to \$5.86 per square foot. Sale #2 is most similar to the subject property. After carefully analyzing and adjusting the sales in this report it is the appraisers opinion the subject property has an estimated value of \$4.80 per square foot. 5,263 x \$4.80 = \$25,262 rounded to \$25,000.</u>					
PUD	PROJECT INFORMATION FOR PUDs (if applicable) <input type="checkbox"/> The Subject is part of a Planned Unit Development.					
	Legal Name of Project: Describe common elements and recreational facilities:					
ATTACH.	Indicated Value by: Sales Comparison Approach \$ <u>25,000</u>					
	Final Reconciliation <u>The Sales Comparison Approach to value is the best indicator of value for vacant land in the Town of Fairfield. The final estimate of value was balanced between the adjusted value per square foot of all three sales.</u>					
	This appraisal is made <input checked="" type="checkbox"/> "as is", or <input type="checkbox"/> subject to the following conditions:					
	<input type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.					
SIGNATURES	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ <u>\$25,000</u> as of: <u>9/1/2020</u> , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.					
	A true and complete copy of this report contains <u>20</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: <input checked="" type="checkbox"/> Scope of Work					
	<input checked="" type="checkbox"/> Limiting cond./Certifications <input type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Location Map(s) <input checked="" type="checkbox"/> Flood Addendum <input type="checkbox"/> Additional Sales					
	<input checked="" type="checkbox"/> Photo Addenda <input checked="" type="checkbox"/> Parcel Map <input type="checkbox"/> Hypothetical Conditions <input type="checkbox"/> Extraordinary Assumptions					
Client Contact: <u>Brian Carey</u> E-Mail: <u>bcarey@fairfieldct.org</u>			Client Name: <u>Conservation Department</u> Address: <u>725 Old Post road, Fairfield, CT</u>			
APPRaiser			SUPERVISORY APPRAISER (if required) or CO-APPRaiser (if applicable)			
Appraiser Name: <u>John A. Harkins</u> Company: <u>Harkins Real Estate Services, LLC</u> Phone: <u>203-678-8085</u> Fax: _____ E-Mail: <u>jharkins@harkinsres.com</u>			Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____			
Date of Report (Signature): <u>09/17/2020</u> License or Certification #: <u>RCG.0000271</u> State: <u>CT</u> Designation: _____ Expiration Date of License or Certification: <u>04/30/2021</u> Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop) Date of Inspection: <u>9/1/2020</u>			Date of Report (Signature): _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect Date of Inspection: _____			



Assumptions, Limiting Conditions & Scope of Work

File No.: 216Riverside

Property Address: 216 Riverside Dr

City: Fairfield

State: CT

Zip Code: 06824

Client: Conservation Department

Address:

Appraiser: John A. Harkins

Address:

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Certifications & Definitions

File No.: 216Riverside

Property Address: 216 Riverside Dr		City: Fairfield		State: CT		Zip Code: 06824	
Client: Conservation Department				Address:			
Appraiser: John A. Harkins				Address:			

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.


DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Brian Carey		Client Name: Conservation Department	
E-Mail: bcarey@fairfieldct.org		Address:	

APPRAISER		SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)	
 Appraiser Name: John A. Harkins Company: Harkins Real Estate Services, LLC Phone: 203-678-8085 Fax: _____ E-Mail: jharkins@harkinsres.com Date Report Signed: 09/17/2020 License or Certification #: RCG.0000271 State: CT Designation: _____ Expiration Date of License or Certification: 04/30/2021 Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop) Date of Inspection: 9/1/2020		Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date Report Signed: _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect Date of Inspection: _____	

SIGNATURES

Supplemental Addendum

File No. 216Riverside

Borrower	None					
Property Address	216 Riverside Dr					
City	Fairfield	County	Fairfield	State	CT	Zip Code 06824
Lender/Client	Town of Stratford					

Scope of Appraisal:

Information in this report was obtained from an exterior inspection of the subject property, the local Tax Assessor's Office and City/Town Clerk's Offices. The appraiser researched and analyzed additional information from Real Estate Brokers regarding active listings and closed sales, particularly in the subject neighborhood. Facts relating to the subject site were gathered from the City/Town Hall, as well as a physical exterior inspection. Comparable Sales utilized in this report were verified through the local Multiple Listing Service, public land records and an exterior inspection of the sales. Recent, closed sales and listings were researched when preparing this report.

Due to the circumstances surrounding Covid-19 outbreak, the Town of Fairfield is closed to the public. Records are available online (which may or may not be up to date). This has certain limitations regarding the appraiser's ability to verify said records accuracy. The appraiser reserves the right to amend the appraisal should other pertinent information be discovered and/or provided in the future.

Purpose:

The purpose of the appraisal is to estimate current market value.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it represents only summary discussions of data, reasoning, and analyses that were used in the appraisal process to develop the appraisers opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning and analyses is retained in the appraisers file. The depth of the discussion contained in this report is specific to the needs of the client as stated in the report. The appraiser is not responsible for unauthorized use of this report. To develop the opinion of value, the appraiser performed a complete appraisal process, as defined by the Uniform Standards of Professional Practice. This means that no departures from Standard 1 were invoked.

This appraisal is NOT a home inspection and the appraiser is not acting as a home inspector when preparing the report. The borrower has the right to have the home inspected by a professional home inspector. When performing the inspection of this property, the appraiser visually observed areas that were readily accessible. The appraiser is NOT required to disturb or move anything that obstructs access or visibility. When completing the appraisal, a visual inspection was done in accordance with FHA guidelines. The inspection is NOT technically exhaustive. The inspection does NOT offer warranties or guarantees of any kind.

Intended User/Use:

The intended user of this appraisal report is the client. The intended use is to evaluate the property that is the subject of this appraisal for the purpose of estimating market value, subject to the stated scope of work, purpose of the appraisal, reporting requirements of this appraisal report form, and definition of market value. No additional intended users are identified by the appraiser.

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

Subject Photo Page

Borrower	None					
Property Address	216 Riverside Dr					
City	Fairfield	County	Fairfield	State	CT	Zip Code 06824
Lender/Client	Town of Stratford					



Subject Front

216 Riverside Dr



Subject Street Looking Northwest



Subject Street Looking South

Comparable Photo Page

Borrower	None				
Property Address	216 Riverside Dr				
City	Fairfield	County	Fairfield	State	CT Zip Code 06824
Lender/Client	Town of Stratford				



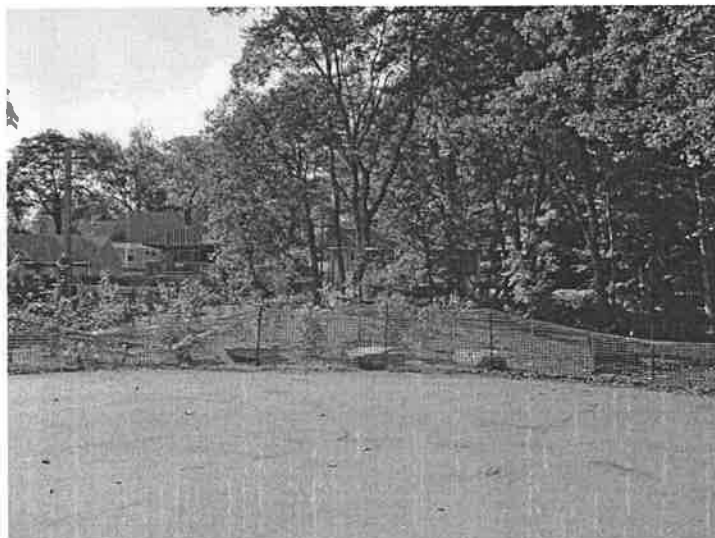
Comparable 1

150 Trail St



Comparable 2

155 Forest Ave

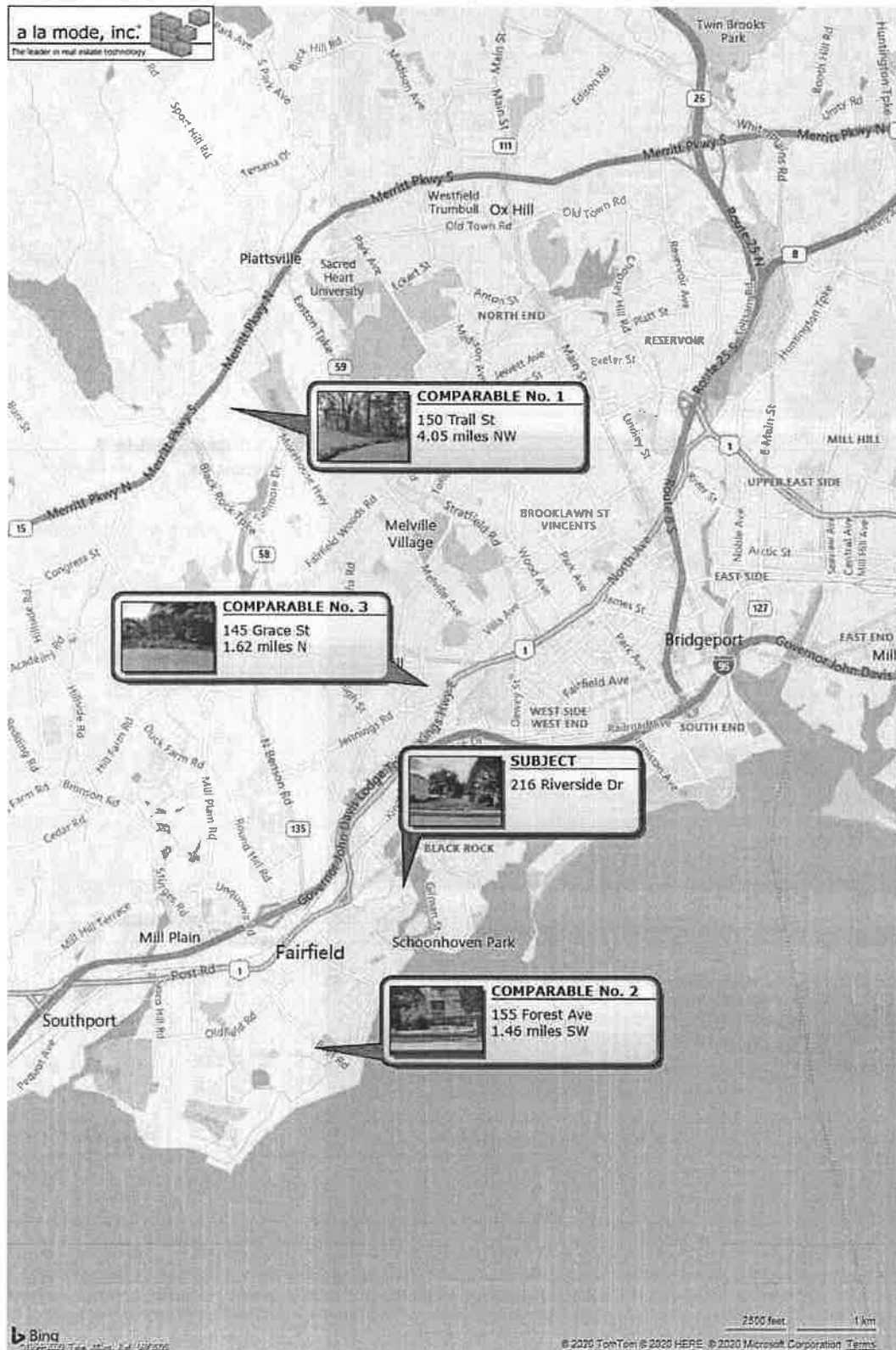


Comparable 3

145 Grace St

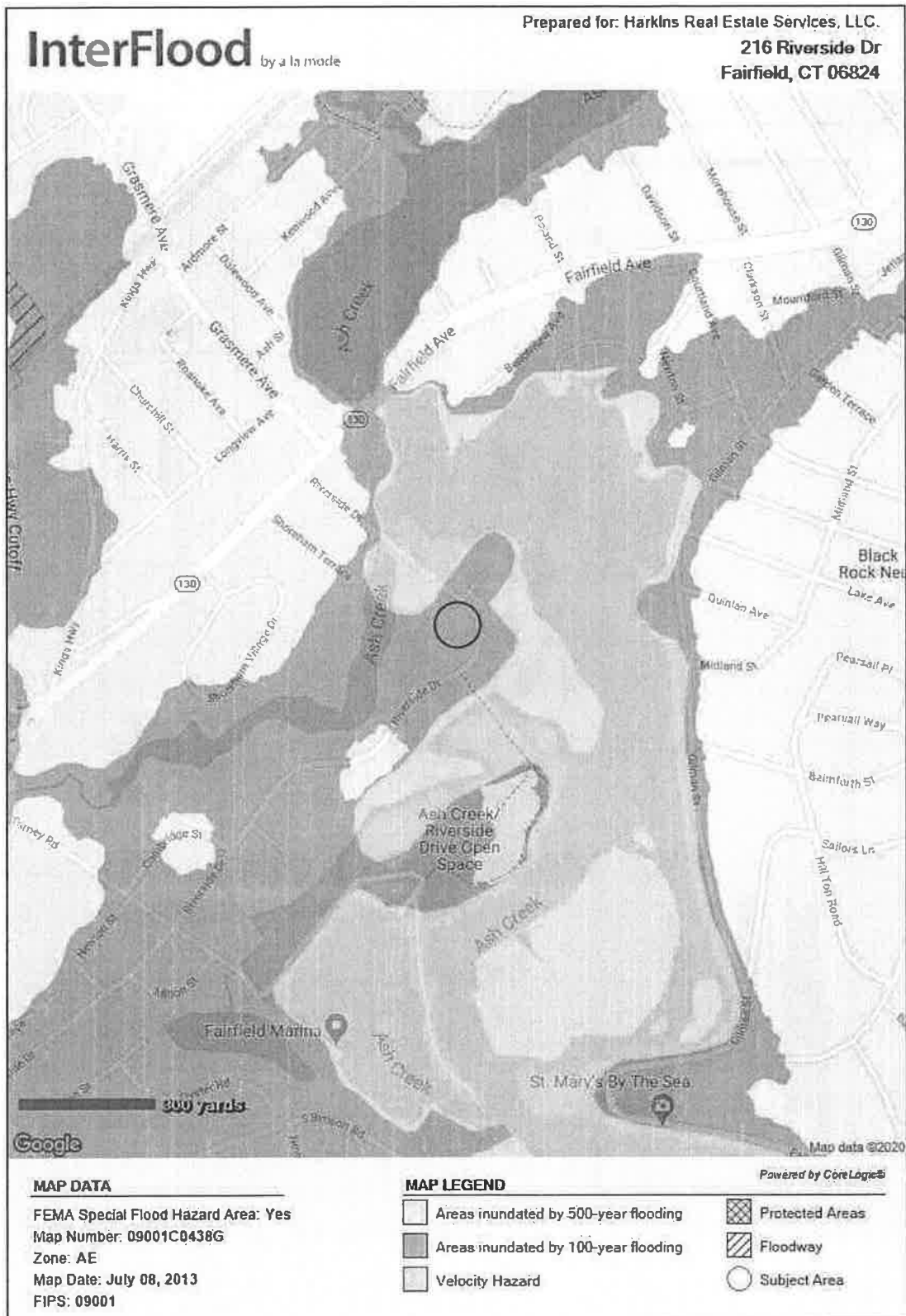
Location Map

Borrower	None				
Property Address	216 Riverside Dr				
City	Fairfield	County	Fairfield	State	CT
Lender/Client	Town of Stratford				
				Zip Code	06824



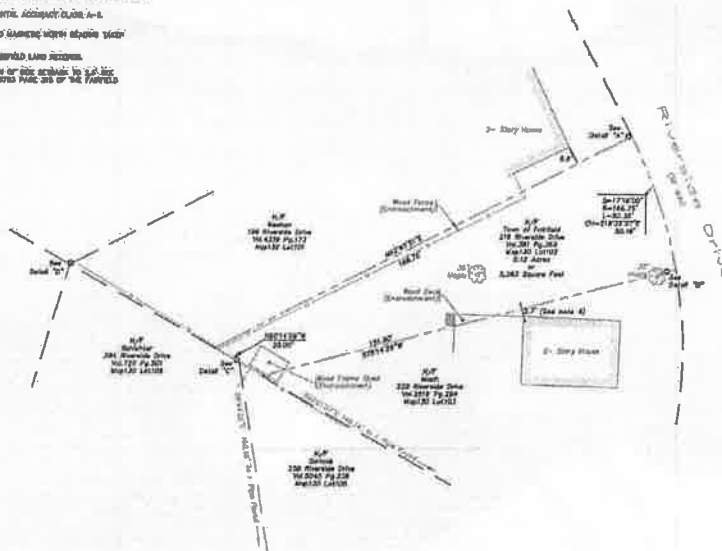
Flood Map

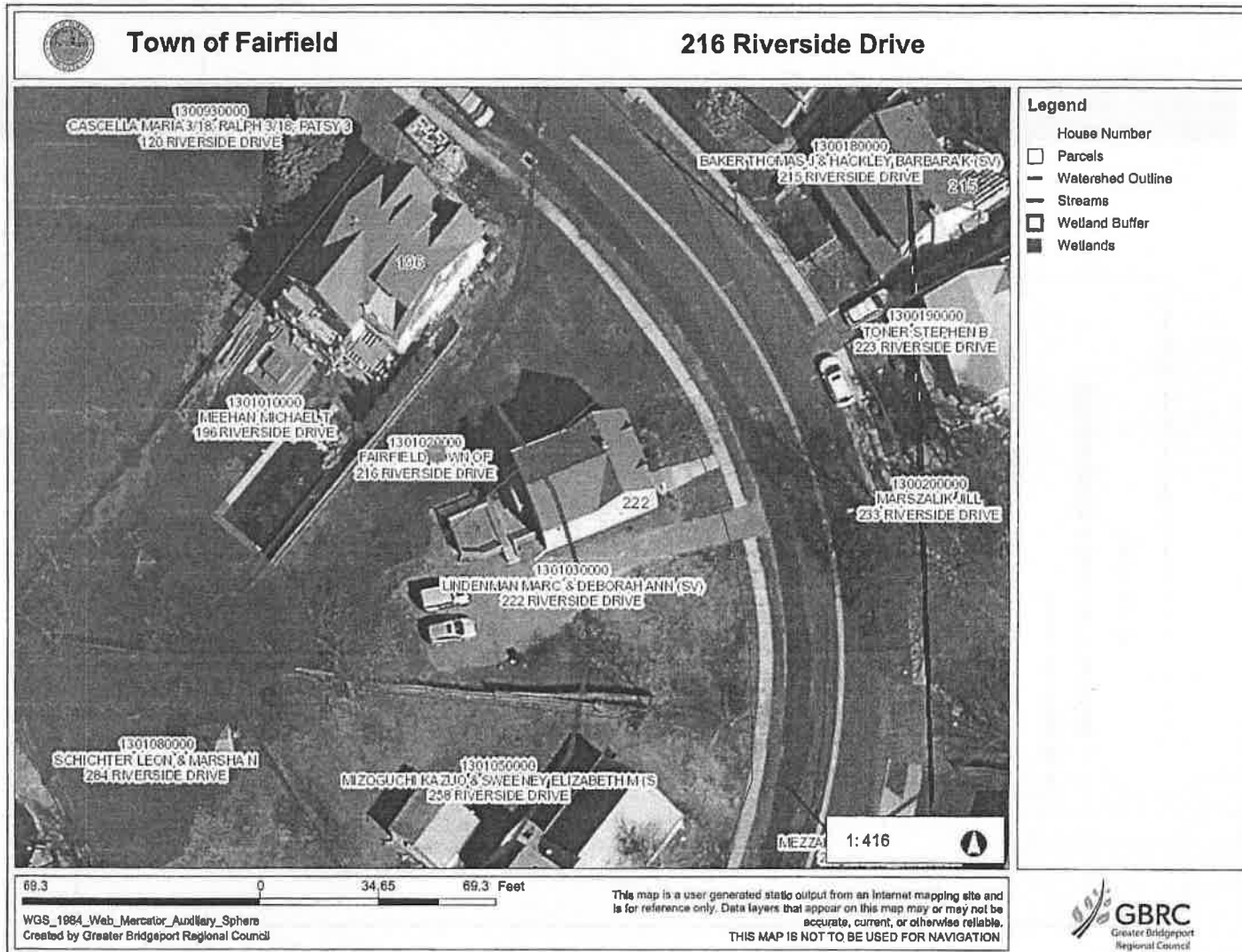
Borrower	None				
Property Address	216 Riverside Dr				
City	Fairfield	County	Fairfield	State	CT Zip Code 06824
Lender/Client	Town of Stratford				



GENERAL NOTES

1. THIS MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTION 20-202a-3, BUREAU OF CONVEYANCE AND THE TOWN ENGINEER'S SURVEY AND MAPS IN THE STATE OF CONNECTICUT, AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 20, 1988.
2. PROPERTY DESCRIPTIONS ARE BASED ON A REPUTABLE REFERENCE.
3. THE TYPE OF MARKET INTENDED IS A PROPERTY SURVEY AND IS INTENDED TO REFLECT THE PROPERTY LINES WITH RESPECT TO SURVEYING, FIELD, AVAILABLE MAPPING, DEEDS OF RECORD, CONTIGUOUS, EASEMENTS AND RIGHTS OF WAY.
4. THIS SURVEY IS SUBJECT TO MINOR CORRECTIONS, ACCORDING TO CLAUSE A-6.
5. SURVEY LINES AND BOUNDARIES ARE TO BE DRAWN WITHIN THE LINES OF THE SURVEY LINES.
6. LINES TO BE DRAWN WITHIN THE LINES OF THE SURVEY LINES.
7. BOUNDARIES ARE TO BE DRAWN WITHIN THE LINES OF THE SURVEY LINES.
8. BOUNDARIES ARE TO BE DRAWN WITHIN THE LINES OF THE SURVEY LINES.





Legal Description

Vol. 381 pg. 368

CERTIFICATE OF FORECLOSURE OF TAX AND SEWER LIENS

TO ALL WHOM IT MAY CONCERN:

This certifies that certain tax liens and a sewer lien from THE BRIDGEPORT MORTGAGE AND REALTY CORPORATION, formerly located in the City of Bridgeport, County of Fairfield, State of Connecticut, existing for the purposes among others of defending suits brought against it, to the TOWN OF FAIRFIELD, a municipal corporation organized and existing under the laws of the State of Connecticut, bearing dates respectfully set forth as follows and recorded respectively in the Fairfield Land Records as follows:

<u>GRAND LIST</u>	<u>DATE OF TAX LIEN</u>	<u>RECORDED IN TAX LIENS OF FAIRFIELD LAND RECORDS</u>
October 1, 1953	June 30, 1955	Vol. 14, page 386
October 1, 1954	June 30, 1956	Vol. 14, page 463
October 1, 1955	June 30, 1957	Vol. 14, page 541

<u>DATE OF SEWER ASSIGNMENT</u>	<u>DATE OF SEWER LIEN</u>	<u>RECORDED IN SEWER LIENS OF FAIRFIELD LAND RECORDS</u>
October 1, 1953	November 20, 1954	Vol. 1, page 295

and also the tax lien on the List of October 1, 1956, which at the time of the institution of this action had not yet been recorded, were foreclosed upon complaint of the said TOWN OF FAIRFIELD against said THE BRIDGEPORT MORTGAGE AND REALTY CORPORATION, the owner of the equity of redemption in said liened premises, in the Town Court of Fairfield at Fairfield, in the County and State aforesaid, on the 14th day of July, 1958. The premises foreclosed are described as follows:

All that certain piece or parcel of land with the improvements thereon, if any, situated in the Town of Fairfield, County of Fairfield and State of Connecticut, being known and designated as Lot No. 222 on plan of lots of Fairfield Avenue Estates, Fairfield, Connecticut, owned by Mark C.

Meagher and Company, surveyed by Palmer & Goodell, December, 1917, on file in the Fairfield Town Clerk's Office, being further bounded and described as follows, to wit:

NORTHERLY on Lot No. 221 as shown on said map, being land now or formerly of James J. Spall, Jr., 166.75 feet;

EASTERLY on Riverside Drive, 50 feet;

SOUTHERLY in part on Lot No. 223 as shown on said map, being land now or formerly of John A. and Viola Hopwood; and in part on Lot No. 224 as shown on said map, being land now or formerly of John A. and Viola Hopwood; in all 151.9 feet;

WESTERLY on Lot No. 227 as shown on said map, being land now or formerly of Jane Foito Kraynick, 20 feet;

being also designated as Parcel No. 102 on Fairfield Assessment Map No. 130.

The time limited for redemption in said Judgment of Foreclosure has passed and title to said premises became absolute in the said Town of Fairfield on the 19th day of August, 1958.

Dated at Fairfield, Connecticut, this 20th day of August, 1958.

TOWN OF FAIRFIELD

By JOHN PINCHIN
Its Tax Collector

Received for Record August 20, 1958 at 9:17 A.M.

Attest Evelyn Wilkes Asst. Town Clerk

Tax Assessors Field Card

216 RIVERSIDE DRIVE

Location 216 RIVERSIDE DRIVE

Mblu 130/ 102/ //

Acct# 05516

Owner FAIRFIELD TOWN OF

Assessment \$88,550

Appraisal \$126,500

PID 11121

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2017	\$0	\$126,500	\$126,500
Assessment			
Valuation Year	Improvements	Land	Total
2017	\$0	\$88,550	\$88,550

Owner of Record

Owner FAIRFIELD TOWN OF
Co-Owner
Address 725 OLD POST ROAD
FAIRFIELD, CT 06824

Sale Price \$0
Certificate
Book & Page 0361/0368
Sale Date 01/01/1800

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
FAIRFIELD TOWN OF	\$0		0361/0368	01/01/1800

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:
Replacement Cost
Less Depreciation: \$0

Building Photo

Building Attributes	
Field	Description
Style	Vacant Land

Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fltrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
FCP2	
Usrftd 103	
Usrftd 104	
Usrftd 105	
Usrftd 106	
Usrftd 107	
Num Park	
Fireplaces	
Usrftd 108	
Usrftd 101	
Usrftd 102	
Usrftd 100	
Usrftd 300	
Usrftd 301	



(http://images.vgsi.com/photos2/FairfieldCTPhotos/default.jpg)

Building Layout

(ParcelSketch.aspx?pid=11121&bld=10756)

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

Extra Features

Extra Features
No Data for Extra Features

Land

Land Use

Use Code 903A
Description Town of Fairfield V
Zone A
Neighborhood 0096
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 0.13
Depth 0
Assessed Value \$88,550
Appraised Value \$128,500

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2019	\$0	\$128,500	\$128,500
2018	\$0	\$128,500	\$128,500
2017	\$0	\$128,500	\$128,500

Assessment			
Valuation Year	Improvements	Land	Total
2019	\$0	\$88,550	\$88,550
2018	\$0	\$88,550	\$88,550
2017	\$0	\$88,650	\$88,650

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Tax Sheet

SmartMLS Matrix

Page 1 of 1


Previous Next 1 of 1 Checked 0 All None Page Agent - Single Line Property d... Display Agent - Full Public 1 of 1 1 per page

Public Record Map Recent Notices Pre-Expenditure Links Sales & Mktg Mfg. Assignments Mfg. Discharge Assess Mktg

Public Records & Tax Report

☐ 216 Riverside Dr, Fairfield, CT 06824-6931

Parcel Number: 1751219 Assessor's APN: 130-102 County: Fairfield
 Census Block: 2003 Census Tract: 061500 Carrier Route: C015
 Zoning: Latitude: 41.150729 Longitude: -73.235594
 Property Use Type: Governmental & Non-Taxable / County & Municipality Property



Map data ©2020 Google

Click here to view MLS Listings

Current Ownership Information

Owner(s): Fairfield Town Of
 How Related:
 Owner's Address: 725 Old Post Rd, Fairfield, CT 06824-6684
 Owner Occupied: No
 Transaction Details:
 Type of Sale:
 Closing Date:
 Type of Deed:
 Arms Length Sale:
 Recorded: Vol: Page:
 Sale Price:
 Nominal Sale:

Most Recent Tax & Assessment Information

Tax Amount:	Base Mil Rate: 26.790	Assessed Land Value: \$88,550
Tax Year: July 2020-June 2021	Tax Dist. Mil Rate: N/A	Assessed Building Value: N/A
Fiscal Year: 2020	Total Mil Rate: 26.790	Total Assessed Value: \$88,550
	Municipal Tax District:	Date of Last Update: 07/13/20

Property Characteristics

Unit's Details: Lot Size in Acres: 0.13 Type of Parking: General Construction: # of Buildings: 1 Type of Construction: Exterior Covering: Type of Basement: Building Area Information: Gross Building Sq Ft: Living Area in Sq Ft: Basement Area in Sq Ft: # of Rooms: # of Half Baths:	Lot Size in Sq Ft: 5,530 # of Parking Spaces: Building Style: Building Condition: Type of Roof: Heating System: # of Units: First Floor Sq Ft: Unfinished Bsmt Sq Ft: # of Bedrooms:	Common Ownership %: Year Built: Last Major Renovation: Roofing Material: Heating Fuel: Unit is on Floor #: Able Area in Sq Ft: # of Floors: # of Full Baths:
--	---	--

NOTICE: The public records information contained herein is provided AS IS, without any warranty or guarantee as to its accuracy. Neither the data provider nor the SMARTMLS, Inc. shall be liable for the accuracy or utilization of such data. This report was generated on 09/17/2020 9:50:36 AM

☐ Click to Report Inaccurate Tax Data

County is Fairfield
 City is Fairfield
 Property Street # is 216
 Property Street Name is like 'river'
 Ordered by City, Property Street Name, Property Street Type (ascending), Property Unit
 Found 1 result in 0.02 seconds.

https://smartmls.mlsmatrix.com/Matrix/Results.aspx?c=AAEAAAD*****AQAAAAAAAA... 9/17/2020

Borrower	None		File No. 216Riverside	
Property Address	216 Riverside Dr			
City	Fairfield	County	Fairfield	State CT Zip Code 06824
Lender/Client	Town of Stratford			

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is:

30-90 days.

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

This certifies that the above referenced appraisal report was completed in compliance with the Appraiser Independence requirements (AIR) and the USPAP standards. The undersigned appraiser(s) responsible of preparing the above referenced appraisal report hereby certify that the report was completed and the opinion of value developed in accordance with USPAP standards; and at no time did any employee, director, officer, or agent of the lender or any third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company or partnering on behalf of the lender, influence or attempt to influence the development, reporting, result or review of the partnering on behalf of the lender, influence or attempt to influence the development, reporting, result or review of the report. The appraiser further certifies, I am currently licensed and/or certified by the state in which the property appraised is located, and that there have been no sanctions against me for any reason that would impair my ability to perform is located, and that there have been no sanctions against me for any reason that would impair my ability to perform appraisals. The undersigned certifies the appraisal report is in compliance with the Appraisal Independence provisions. I have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

APPRAISER:

Signature: 

Name: John A. Harkins

State Certification #: RCG.0000271

or State License #:

State: CT Expiration Date of Certification or License: 04/30/2021

Date of Signature and Report: 09/17/2020

Effective Date of Appraisal: 9/1/2020

Inspection of Subject: ☐ None ☒ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): 9/1/2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____

Certification/License



BID # 2021-35

DESC Surplus Property- 216 Riverside Drive

DATE 11/5/2020

TIME 11:00 AM

Town of Fairfield - Bid Results

		Michael T. Meehan Fairfield, CT
Item	Description	
1	Lump sum amount to purchase the excess real property 216 Riverside Drive, Fairfield, CT	\$22,250.00

Town of Fairfield
Grant Application Request

Date: April 27, 2020

Requesting Department: Police Department

1. **Grant Name:**
2020 Port Security Grant Program
2. **Grant Request:**
\$64,304.00
3. **Anticipated Town Share:**
\$16,076.00
4. **Purpose of Grant:**
Maintenance and sustainability funding for Marine Unit Vessels.
5. **Town Interest:**
Federal funding provided by the Port Security Grant program alleviates fiscal burden on the town. Allows the Marine Unit to abide by security protocols set forth in the CONOPS (security plan) for the Long Island Sound Region.
6. **Estimated Additional Long-Range Costs:**
N/A

Print Name: Donaki Smith

Signature: 

CFO Recommendation: Approve Deny

Signature: 

First Selectman: Approve Deny

Signature: 

**Town of Fairfield
Financial Impact Statement**

Requesting Department: Police Department

Project/Grant: Maintenance/Sustainability funding for Marine Unit vessels 2020 Port Security Grant Program

Proposed Special Appropriation Amount: _____

Proposed Funding:

Bonding

Grant

Contingency

Other

\$ 0.00

ANNUAL FINANCIAL IMPACT ON OPERATING BUDGET (GENERAL FUND):

List any financial impact your request will have on the Town's annual operating budget.
Attach spreadsheet(s) showing your calculation of the estimated impact.

EXPENDITURE CATEGORY:

**FOR BRACKETS USE NEGATIVE SIGN
BEFORE NUMBER**

**(POSITIVE IMPACT) /
NEGATIVE IMPACT**

**Attachment
#**

SALARIES & BENEFITS

PROFESSIONAL SERVICES

CONTRACTED SERVICES

REPAIRS & MAINTENANCE

UTILITIES

OTHER

DEBT SERVICE (1st year)

TOTAL IMPACT ON EXPENDITURES

\$ 0.00

COMMENTS:

The Town costs associated with this grant will be taken from the police department Maintenance and Repair of vehicle budget line. There are no future annual costs related to this grant request.

PREPARED BY: 

DATE: 10/21/2020

INFORMATION AND JUSTIFICATION

Background

This is the second year we have been eligible for this grant. It is provided by the Department of Homeland Security and is intended to provide sustainability for our two police boats that were funded by the Federal government. It will allow for the upgrade of the electronics on the 33' boat as well as annual maintenance for the vessels over a three-year period.

Purpose and Justification

The current radar unit is 10 years old and starting to experience failure and is at end of life. It is more cost effective to replace the unit than continually repair. The system requires replacement of the complete electronic package on the vessel as all components are inter-dependent and require replacement.

Additionally, the grant assists with payment for routine annual maintenance of the vessels for the next three years.

Detailed Description of Proposal

This grant will allow for the replacement of the outdated electronics as described above. Additionally, the grant pays for three years of annual maintenance for our marine vessels provided by Homeland Security.

Reliability of Cost Estimates

The cost of the electronic replacement has gone out to bid and a vendor selected.

Efficiency and Productivity

Allows our marine unit to get necessary maintenance and repairs to the vessel to keep the vessels in operating condition. The updated electronics allow us to navigate under adverse sufficient and would hamper us from performing our search and rescue missions.

Additional Long-Range Costs

None anticipated.

Additional Use or Demand on Existing Facilities

None

Alternates to this request

None

Safety and Loss Control

The upgrades to the electronics provide a safer environment for our marine unit crews when performing search and rescue operations

Environmental Considerations

None

Insurance

None

Financing

The Town matching funds for this grant will come out of the Police Department's existing annual operating budget over the next three years, specifically Maintenance and Repair of Vehicles. No additional funding is necessary.

Other Considerations

None

Other Approvals

- Board of Selectmen
- Board of Finance
- RTM

300 East Main Street
Branford, CT 06405



Proposal / Quotation

Date Proposal / Quotation #

11/24/2020

20467

Phone: 203.488.4814 Fax: 203.488.0609
www.LLelectronics.com

The pricing for this proposal / quotation is
valid for 10 days from the above date

Fairfield Police Marine Unit
Jim Wiltsie
100 Reef Road
Fairfield, CT 06824
203-650-6242

E-Mail: jwiltsie@fairfieldct.org

Nav Electronics Proposal / Quotation

Sales Rep DL

Description	Qty.	Price US \$	Grand Total
BID # 2021-46 Marine Electronics for the Fairfield Police Department L&L must supply and install the following equipment:			
Qty: Two (2) Furuno NavNet TZT16F TZtouch 3 Chart Plotter/Fish Finder - 1kW Dual Channel TruEcho CHIRP, 16" All Glass IPS Display FULL HD (1920 x 1080)		10,104.00	10,104.00
Qty: One (1) Furuno 25 Watt Solid-State Doppler Radar with Target Analyzer and Fast Target Tracking, with 3.5' antenna		5,647.00	5,647.00
Qty: One (1) Furuno GP330B GPS Antenna/NMEA 2000for NavNet 3D		839.50	839.50
Qty: One (1) Furuno Hub 101 Ethernet Distribution Hub with Power Control		1,030.75	1,030.75
Qty: One (1) Furuno IF-NMEA2K2 N2k to 0183 and vice versa Data Converter		622.75	622.75
Qty: One (1) AXIS M2026-LE Mk II 4MP Outdoor Network Bullet Camera with Night Vision		952.00	952.00
Qty: One (1) M-Series Mini Dual Circuit Plus Battery Switch - Black		59.99	59.99
Qty: One (1) Fusion MS-RA70 (Update and replace unit) *Remove older Furuno Equipment *Remove DVR System from FLIR *Update FLIR Monitor		682.00	682.00
Total Base Bid: \$19,937.99			
Base Bid Warranty Period: 2 Years			

Buyer Signature: _____

Date: _____

Grand Total

THE PARTIES: In this sale agreement, the words "you" and "yours" mean each and all of the persons signing above as "Buyer". The words "we", "our" and "us" refer to L&L Electronics, Inc. 300 East Main Street, Branford, CT 06405.

CONDITIONS: The prices and terms of this sales agreement are not subject to verbal changes or other agreements unless approved in writing by L&L Electronics. If the "Amount Due" is not paid in full within 30 days from the billing date, there will be a Finance Charge accessed of 1-1/2" per month. (Annual Percentage Rate of 18%) on the unpaid balance. If legal action is necessary for collection of the "Amount Due", the Buyer will assume all collection charges including reasonable attorney and legal fees.

SECURITY INTEREST: If you have paid the Amount Due" in full, this security interest does not apply to you. Until you have paid the "Amount Due" in full, you are giving us a security interest in the merchandise described above. We shall have all rights and remedies allowed us by law.

CANCELLATION: All cancellations are subject to a 15% restocking fee.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

L&L Electronics, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

300 East Main Street

6 City, state, and ZIP code

Branford, CT 06405

7 List account number(s) here (optional)

Requester's name and address (optional)

**Town of Fairfield
Purchasing Department**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

0 6 - 1 0 1 2 5 4 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Paul L. Clarke

Date ►

11/24/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Milford Insurance Agency, Inc. 53 Cherry St P.O. Box 249 Milford, CT 06460	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS	INSURER(S) AFFORDING COVERAGE INSURER A: North American Specialty INSURER B: NGM Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 29874 14788
INSURED L & L Electronics, Inc. 300 East Main Street Branford, CT 06405			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	50C400029208	05/09/2020	05/09/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GENT. AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER							
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE/AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	B1T5196E	05/09/2020	05/09/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			50U400004008	05/09/2020	05/09/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCT9867R	04/23/2020	04/23/2021	<input checked="" type="checkbox"/> PER STATUTE EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	M.O.L.L.			50M400028108	05/09/2020	05/09/2021	MARINE OP \$ 1,000,000
A	P&I			50M400028108	05/09/2020	05/09/2021	PROT&INDE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ELECTRONIC APPARATUS INSTALLATIONS/SALES/SERVICES

CERTIFICATE HOLDER IS ALSO AN ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTORY BASIS ACCORDING TO A WRITTEN CONTRACT WITH THE INSURED AND SUBJECT TO THE TERMS, CONDITIONS AND LANGUAGE OF THE POLICY WAIVER OF SUBROGATION APPLIES.

CERTIFICATE HOLDER

CANCELLATION

Town of Fairfield
Purchasing Department
725 Old Post Rd
Fairfield, CT 06824

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert [Signature]

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DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

**SENSITIVE
SECURITY
INFORMATION**

OMB Control Number: 1660-0114
Expiration: 05/31/2020

PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION

Warning: Please follow the Notice of Funding Opportunity Guidance while completing this form.

PART I - INVESTMENT HEADING

ORGANIZATION NAME (Legal Name Listed On The SF-424): Town of Fairfield		STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED: Connecticut	
TYPE OF ORGANIZATION: Local Agency	STATE OR LOCAL AGENCY: First Responder – Law Enforcement	OTHER:	
PROJECT'S CAPTAIN OF THE PORT ZONE: Long Island Sound	INVESTMENT JUSTIFICATIONS (Ex. 1 of 1): 1 of 1		

PART II - BASIC PROJECT INFORMATION

PROJECT TITLE: The Town of Fairfield Police Department Marine Unit Vessel Maintenance Cost			
PROJECT SERVICE(S)/EQUIPMENT SUMMARY: The Town of Fairfield Police Department Marine Unit, as part of the Bridgeport Marine Group is applying for PSGP FY 2020 funding to cover vessel maintenance costs. The project will include electronic navigation replacement used for search and rescue on the primary police vessel due to unrepairable system failures, and ongoing maintenance for the other police vessel.			
IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?			No
IF YES, IDENTIFY THE COST SHARE EXEMPTION :			
FEDERAL SHARE: \$48228.00	COST SHARE: \$16076.00	TOTAL PROJECT COST: \$64304.00	
(Total Project Cost x 0.75)	(Total Project Cost x 0.25)	(Fed Share/0.75; or Cost Share/0.25)	
PROJECT CATEGORY: Equipment	NEW CAPABILITY OR MANAGEMENT/SUSTAINMENT: Maintenance/Sustainment		

PART III - ELIGIBILITY INFORMATION

PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107

WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?:	AREA MARITIME SECURITY PLAN:	<input checked="" type="checkbox"/>	FACILITY SECURITY PLAN:	<input checked="" type="checkbox"/>
	PORT-WIDE RISK MANAGEMENT PLAN:	<input checked="" type="checkbox"/>	VESSEL SECURITY PLAN:	<input checked="" type="checkbox"/>
IF NONE OF THE ABOVE ARE APPLICABLE, PLEASE LIST OTHER PORT RELATED SECURITY PLANS OR CIRCUMSTANCES THAT APPLY TO THIS PROJECT AND YOUR ORGANIZATION:				<input checked="" type="checkbox"/> N/A
ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?		Yes	IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM?	
			No	
IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?	Yes	IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:		
IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION?	Yes			
IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT (MTSA) OF 2002, AS AMENDED?				Yes
STATE AND LOCAL AGENCIES ONLY - IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES?				Yes
STATE AND LOCAL AGENCIES ONLY - ARE YOU THE PRIMARY RESPONDING AGENCY TO MTSA REGULATED FACILITY?				Yes

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SENSITIVE SECURITY INFORMATION

PART IV - POINT(S) OF CONTACT FOR ORGANIZATION

SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AWARD AGREEMENT	AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT
NAME: N41.145190 W73.257048	NAME: jwiltzie@fairfieldct.org
ORGANIZATION:	ORGANIZATION:
ADDRESS:	ADDRESS:
PHONE:	PHONE:
E-MAIL:	E-MAIL:

PART V - PHYSICAL LOCATION OF PROJECT

The intent of this section is to verify the primary location the project is being implemented to address the PSGP and port area priorities. The applicant's primary area of responsibility for utilizing the project should be identified. This includes training, exercises, interoperable systems, vessel equipment and regionally beneficial projects. Secondary areas of responsibility are not considered the project location. Please identify the location from which the project will be implemented/deployed (the applicant facility address), such as fire or police departments or MTSA regulated facility.

PHYSICAL ADDRESS OF THE PROJECT LOCATION:	BRIEF DESCRIPTION OF THE PROJECT LOCATION:
Street Address:	The Fairfield Police Marine Unit office is located at the South Benson Marina where the Marine Unit maintains a 33' SAFEBOAT Defender and a 23' SAFEBOAT. Both vessels were acquired through PSGP funding.
City:	
State: Zip Code:	
LATITUDE & LONGITUDE:	

STATE AND LOCAL AGENCIES ONLY - ROLE IN PROVIDING LAYERED PROTECTION OF REGULATED ENTITIES

DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION.

Fairfield Police Department Marine Unit (FPD-MU) provides layered protection to the Town of Fairfield, Connecticut and greater Fairfield County residents, businesses, and infrastructure within a 31.3 square mile coverage area. FPD-MU is dedicated to port security and regularly patrols the waters of Long Island Sound, Fairfield, and Bridgeport. FPD-MU, as part of the Bridgeport Marine Group, provides first responder emergency support to this body of water, as well as maritime security to the Port of Bridgeport in conjunction with the Bridgeport Port Authority, Bridgeport Police Marine Unit, and the Bridgeport Harbormaster with which Bridgeport has mutual aid agreements. Port components include but are not limited to: chemical cargo, ferry service general cargo, commuters, marine service, petroleum cargo, and power generation. Recent incident statistics show an increase in calls for service over a three year seasonal period. This data includes 165 calls in 2017, 174 calls in

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SENSITIVE SECURITY INFORMATION

PART VI - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES

DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION (e.g., interrelationship of your operations with other eligible high-risk ports, Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA), Etc.). **PLEASE LIST ALL AGENCIES WITH WHOM YOU HAVE A MARITIME SECURITY MOU OR MOA.**

FPD - MU is dedicated to port security and regularly patrols the waters of Long Island Sound, Fairfield, and Bridgeport. FPD - MU, as part of the Bridgeport Marine Group, provides first responder emergency support to this body of water, as well as maritime security to the Port of Bridgeport in conjunction with the Bridgeport Port Authority, Bridgeport Police Marine Unit, and the Bridgeport Harbormaster, with which

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SENSITIVE SECURITY INFORMATION

PART VII - INVESTMENT JUSTIFICATION ABSTRACT

WHAT WILL THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, contracts, fencing, etc.)?

Vessel Maintenance

ARE ANY PROJECT ITEMS ON THE CONTROLLED EQUIPMENT LIST

(please reference **FEMA Information Bulletin 407**):

No

IF YES, PLEASE PROVIDE THE AUTHORIZED EQUIPMENT LIST (AEL) NUMBER(S) FOR

CONTROLLED EQUIPMENT: N/A

SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.

THE FOLLOWING MUST BE INCLUDED:

- DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES
- EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA
- IDENTIFY ASSETS BEING REQUESTED
- IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST

The Town of Fairfield Police Department Marine Unit, as part of the Bridgeport Marine Group, is applying for PSGP FY 2020 funding to cover vessel maintenance costs. Maintaining the viability of the Port Group vessels is essential to the sustainment of the core capabilities of preventing a threat or actual act of terrorism, protecting residents, critical infrastructures and assets against threats or hazards, mitigating the

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SENSITIVE SECURITY INFORMATION

PART VIII - NATIONAL PRIORITIES

IDENTIFY ONE NATIONAL PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS:

Port Resilience and Recovery Capabilities

DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.

THE FOLLOWING MUST BE INCLUDED:

- HOW THIS INVESTMENT ADDRESSES VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S).

The requested vessel sustainment investment of the project is consistent with the National Priorities including the protection of facilities (including commercial port facilities, public cruise lines and ferry terminals) and vessels from tampering and/or attack as well as enhancing port system maritime domain awareness (access, communications and enhanced intelligence sharing). This investment will enable the Town of

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SENSITIVE SECURITY INFORMATION

PART IX - NATIONAL PREPAREDNESS GOAL

IDENTIFY ONE CORE CAPABILITY THIS INVESTMENT MOST CLOSELY SUPPORTS:

On-Scene Security, Protection, and Law Enforcement

PART X - IMPLEMENTATION PLAN

PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)

This project will begin immediately upon award. The Town of Fairfield will follow all procurement guidelines. The goal for this investment is to meet the strategies articulated in the Long Island Sound Sector Group II National, State and Regional Emergency plans so that the FPD - MU can effectively manage all-hazard capabilities consistent with the National Strategy for Homeland Security.

Timeline:

Activity*	Month
1. Grant Awarded	1
2. Issue request for proposals for equipment	2
3. Review proposals and make purchasing decision	4
4. Electronic Navigation Equipment replacement	6-9
5. Procure Equipment for Maintenance	9-12
6. Preventative Maintenance	12-36

*The timeline for activities will begin upon receipt of a fully executed award contract. The department will comply with all required procurement standards and reporting requirements.

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FY 2020 PSGP Sample Budget Detail Worksheet

Purpose: The budget detail worksheet may be used as a guide to assist applicants in the preparation of the budget and budget narrative. Applicants may submit the budget and budget narrative using this form or in the format of their choice (plain sheets, the applicant's own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to the project budget may be deleted. Below is an example for reference purposes.

A. Personnel. List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
	Total Personnel	\$0

B. Fringe Benefits. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
	Total Fringe Benefits	\$0

C. Travel. Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
			Total Travel	\$0

D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE

Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Computation	Cost
Furuno NavNet TZtouch Multi Touch package (2)	\$10,190.00	\$10,190.00
Furuno 25 Watt solid state dopplar radar antenna	\$6675.00	\$6675.00
Total Equipment		\$16,865.00

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy and threshold amount for classification of supplies may be used). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Total Supplies		\$0

F. Consultants/Contracts. Indicate whether applicant's procurement policy follows standards found in 2 C.F.R. § 200.318(a).

Consultant Fees: For each consultant enter the name, if known, service to be provided, reasonable daily or hourly (8-hour day), and estimated time on the project to include M&A.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Name of Consultant	Service Provided	Computation	Cost
Subtotal – Consultant Fees			\$0

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.)

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Location	Computation	Cost
Subtotal – Consultant Expenses			\$0

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in applicable state and local laws and regulations, as well as applicable Federal regulations at 2

CFR Part 200.

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Cost
Subtotal – Contracts	\$0
Total Consultants/Contracts	\$

G. Other Costs. List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

Budget Narrative: Provide a narrative budget justification for each of the budget items identified.

Important Note: If applicable to the project, construction costs should be included in this section of the budget detail worksheet.

Description	Computation	Cost
Ongoing engine maintenance	\$549.00/maintenance appointment X 5 engines X 15 service appointments over 3 years.	\$41,175.00
Ongoing vessel maintenance	\$3132.00 Anodes, hardware X 2 vessels over 3 years	\$6264.00
Total Other		\$47,439.00

H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant’s cognizant Federal agency) must be attached.

Description	Computation	Cost
		\$
Total Indirect Costs		\$0

Budget Summary - When the budget detail worksheet has been completed, applicants should transfer the total for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category	Federal Amount	Non-Federal Amount
A. Personnel	\$0	\$0
B. Fringe Benefits	\$0	\$0
C. Travel	\$0	\$0
D. Equipment	\$12,648.75	\$4216.25
E. Supplies	\$0	\$0
F. Consultants/Contracts	\$0	\$0
G. Other	\$35,579.25	\$11,859.75
H. Indirect Costs	\$0	\$0

Total Requested Federal Amount	Total Non-Federal Amount
\$48,228.00	\$16,076.00
Combined Total Project Costs	
\$64,304.00	

Memorandum

To: Board of Selectmen

From: Mark Barnhart, Director of Community & Economic Development

Date: 12/28/2020

Re: Amendment to Lease, License and Access Agreement

I am presenting for your consideration a proposed amendment to the existing lease, license and access agreement with Fairfield Community Theater, LLC regarding town-owned property abutting 1418 Post Road. The purpose of the amendment is to allow for an increase in the demised premises from 560sf to 1730sf to accommodate a new restaurant tenant as well as to provide for a larger outdoor dining area for the existing tenant, Old Post Tavern. The proposed rent amount has been adjusted commensurate with the proposed increase in leasable area. All other terms and conditions of the lease and license agreements are proposed to remain as is.

As you may recall, the Town initially entered into a lease and license agreement in June of 2019, with Kleban Properties, d/b/a Fairfield Community Theater, LLC, as part of efforts to renovate the building which houses the SHU Community Theatre. At that time, Kleban requested and received Town approvals to assume the lease obligations for the outdoor dining area adjacent to Old Post Tavern and permission to make other improvements to the plaza in front of the Theater. The lease originally provided for an “in-season” or summer rate of \$2000/month for the months of May through October and an “off-season” or winter rate of \$250/month during the months of November through April. The lease, which references an area of 560sf, is subject to a 3% annual escalation clause, which takes effect each July. I have attached hereto a copy of the existing lease and license agreement as well as the proposed amendment.

In addition to the Board of Selectmen, the proposed amendment will require the approval of the Representative Town Meeting, as well as a mandatory referral to the Town Plan & Zoning Commission under CGS 8-24. The

December 28, 2020

proposed new restaurant use will also require separate approval by the Town Plan & Zoning Commission. Thank you, as always, for your consideration.

FIRST AMENDMENT OF LEASE
AND LICENSE AND ACCESS AGREEMENT

THIS FIRST AMENDMENT OF LEASE AND LICENSE AND ACCESS AGREEMENT is made as of January 1, 2021 by and between THE TOWN OF FAIRFIELD (“Lessor”), and FAIRFIELD COMMUNITY THEATER LLC (“Lessee”).

RECITALS

A. Lessor and Lessee are parties to that certain lease dated as of June 30, 2019 (the “Lease”) for premises the space located in the northwest corner of the Post Road and Unquowa Road owed by Lessor comprised of approximately 560 square feet and abutting the property known as 1418 Post Road, Fairfield, Connecticut (the “Existing Premises”).

B. Lessor and Lessee are parties to that certain License and Access Agreement dated of May 1, 2019 (the “License”) with respect to an area adjacent to the Exhibit Premises (the “License Area”).

C. The parties desire to (i) provide for the expansion of the Existing Demised Premises to include approximately 1,170 square feet as more particularly shown on Amendment Exhibit A attached hereto (the “Expansion Premises”), and (ii) make certain other changes to the Lease and License as set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

2. Modification to Lease. As of July 1, 2021, the following changes to the Lease shall become effective:

(a) Demised Premises. Section 1 of the Lease is amended such that the Demised Premises shall consist of 1,730 square feet, and Exhibit A of the Lease is deleted and replaced with the attached Amendment Exhibit A.

(b) Base Rent. Subsection 1(c) of the Lease is deleted in its entirety and replaced as follows:

“Summer Term” shall mean the months of May through October of each year.

“Winter Term” shall mean the months of November through April of each year.

The rent for said Demised Premises shall be as set forth in Amendment Exhibit B attached hereto, without demand, setoff or

deduction of any kind payable in advance on the first day of each month during the Term, to and at the office of the Accounting Department, Independence Hall, Fairfield, Connecticut 06824 or at such other place or to such other person, firm or corporation as Lessor may from time to time designate in writing. Any rent payment that is not received within ten days of the date it is due shall incur a late fee of \$25 per month for each month it remains unpaid in whole or in part.

(c) Base Rent During Option Terms. Subsection 1(d) of the Lease is deleted in its entirety and replaced as follows:

The rent for each year (July 1 – June 30) of all option terms shall increase by three percent (3%) over the rent in the preceding year.

3. Modification to License. As of July 1, 2021, the following changes to the License shall become effective:

(a) Permitted Activities. Notwithstanding anything in the License to the contrary, Lessee may use that portion of the License Area that is situated within the Demised Premises for the activities set forth in the License and for any activity permitted under the Lease, as amended hereby.

4. Ratification. Except as otherwise provided herein, all the terms and conditions of the Lease shall remain the same. The parties hereby ratify and affirm the Lease and License as amended hereby.

5. Entire Agreement. This Amendment embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior negotiations, agreements and understandings, written or oral, formal or informal, all of which are deemed to be merged herein.

6. Modification. No modification or amendment to this Amendment of any kind whatsoever shall be made or claimed by either party and no notice of any extension, change, modification or amendment made or claimed by either party shall have any force or effect whatsoever unless the same shall have been reduced to writing and fully signed by both parties.

7. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8. Interpretation. Lessor and Lessee each acknowledge each to the other that both they and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment, the Lease, or any amendments or exhibits hereto.

9. Proper Execution. The submission by Lessor to Lessee of this Amendment in unsigned form shall be deemed to be a submission solely for Lessee's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option, and shall not confer any rights upon Lessee or impose any obligations upon Lessor irrespective of any reliance thereon, change of position or partial performance. The submission by Lessor of this Amendment for execution by Lessee and the actual execution and delivery thereof by Lessee to Lessor shall similarly have no binding force and effect on Lessor unless and until Lessor shall have executed this Amendment and a counterpart thereof shall have been delivered to Lessee.

10. Counterparts. This Amendment may be signed on separate signature pages and shall be effective once this Amendment has been signed by both of the parties and all signature pages have been attached to one another, it not being necessary for the parties to have physically signed the same signature pages of this Amendment. Such signatures may also be by facsimile or other electronic means, which the undersigned all specifically agree shall be deemed to be binding upon each of them and each other as if an original signature.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

LESSOR:

THE TOWN OF FAIRFIELD

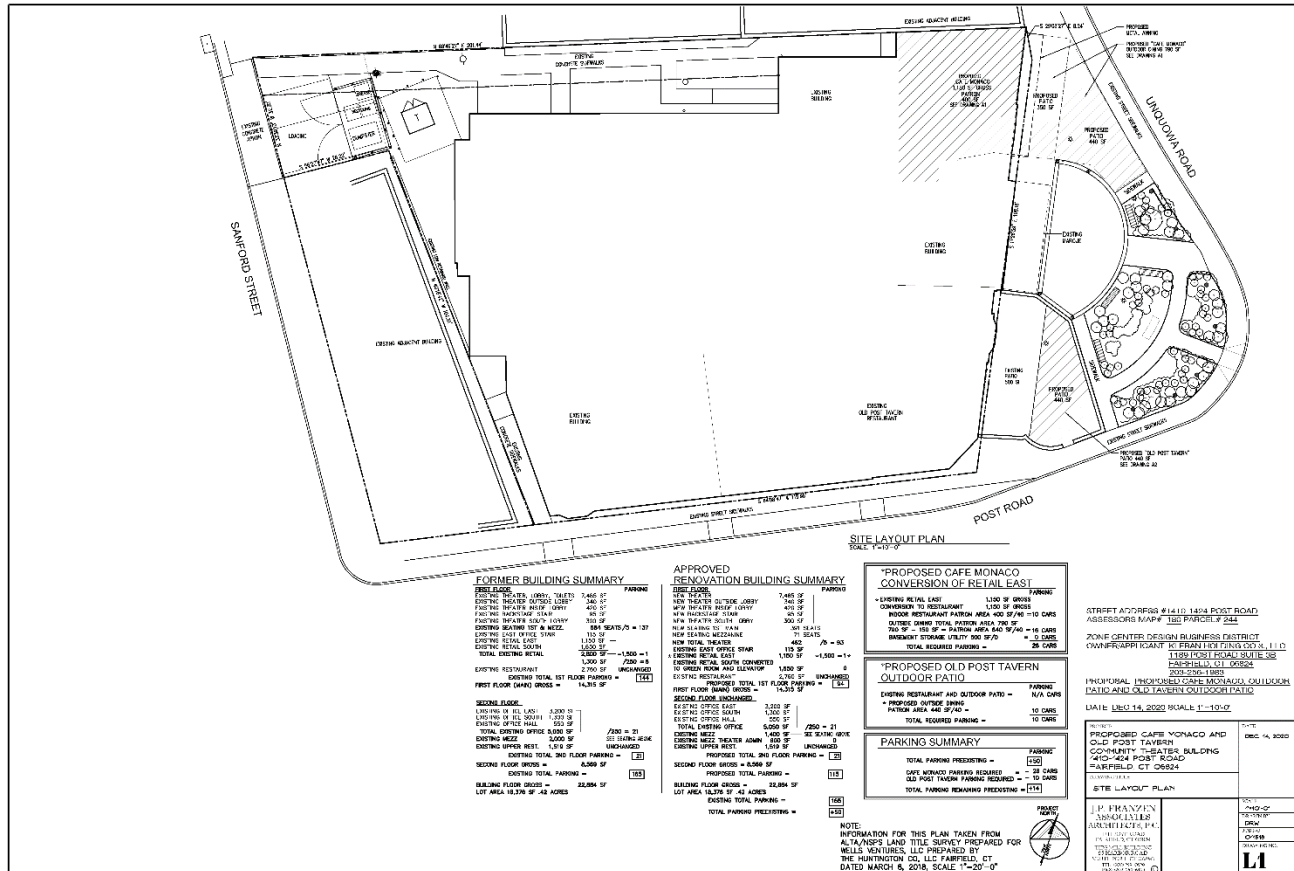
By: _____
Name: Brenda Kupchick
Title: First Selectman

LESSEE:

FAIRFIELD COMMUNITY THEATER LLC

By: _____
Name: Kenneth M. Kleban
Title: President

Demised Premises



Amendment Exhibit B

Rent

Yr	Start	End	In Season (5/1-10/31)				Off Season (11/1-4/30)			
			sf	monthly	rate/sf	% Chng	sf	monthly	rate/sf	% Chng
1	07/01/19	06/30/20	560	\$ 2,000	\$ 3.57		560	\$ 250.00	\$ 0.45	
2	07/01/20	06/30/21	560	\$ 2,060	\$ 3.68	3%	560	\$ 257.50	\$ 0.46	3%
3	07/01/21	06/30/22	1730	\$ 6,555	\$ 3.79	3%	850	\$ 402.57	\$ 0.47	3%
4	07/01/22	06/30/23	1730	\$ 6,751	\$ 3.90	3%	850	\$ 414.65	\$ 0.49	3%
5	07/01/23	06/30/24	1730	\$ 6,954	\$ 4.02	3%	850	\$ 427.09	\$ 0.50	3%
6	07/01/24	06/30/25	1730	\$ 7,163	\$ 4.14	3%	850	\$ 439.90	\$ 0.52	3%
7	07/01/25	06/30/26	1730	\$ 7,378	\$ 4.26	3%	850	\$ 453.10	\$ 0.53	3%
8	07/01/26	06/30/27	1730	\$ 7,599	\$ 4.39	3%	850	\$ 466.69	\$ 0.55	3%
9	07/01/27	06/30/28	1730	\$ 7,827	\$ 4.52	3%	850	\$ 480.69	\$ 0.57	3%
10	07/01/28	06/30/29	1730	\$ 8,062	\$ 4.66	3%	850	\$ 495.11	\$ 0.58	3%
11	07/01/29	06/30/30	1730	\$ 8,303	\$ 4.80	3%	850	\$ 509.97	\$ 0.60	3%
12	07/01/30	06/30/31	1730	\$ 8,553	\$ 4.94	3%	850	\$ 525.27	\$ 0.62	3%
13	07/01/31	06/30/32	1730	\$ 8,809	\$ 5.09	3%	850	\$ 541.03	\$ 0.64	3%
14	07/01/32	06/30/33	1730	\$ 9,073	\$ 5.24	3%	850	\$ 557.26	\$ 0.66	3%
15	07/01/33	06/30/34	1730	\$ 9,346	\$ 5.40	3%	850	\$ 573.97	\$ 0.68	3%
16	07/01/34	06/30/35	1730	\$ 9,626	\$ 5.56	3%	850	\$ 591.19	\$ 0.70	3%
17	07/01/35	06/30/36	1730	\$ 9,915	\$ 5.73	3%	850	\$ 608.93	\$ 0.72	3%
18	07/01/36	06/30/37	1730	\$ 10,212	\$ 5.90	3%	850	\$ 627.20	\$ 0.74	3%
19	07/01/37	06/30/38	1730	\$ 10,519	\$ 6.08	3%	850	\$ 646.01	\$ 0.76	3%
20	07/01/38	06/30/39	1730	\$ 10,834	\$ 6.26	3%	850	\$ 665.39	\$ 0.78	3%

LEASE

This Agreement made as of the 30th day of June, 2019, by and between THE TOWN OF FAIRFIELD, care of Accounting Department, Independence Hall, Fairfield, Connecticut 06824 (hereinafter called "Lessor"), and FAIRFIELD COMMUNITY THEATER LLC, a Connecticut limited liability company with an office at 1418 Post Road, Fairfield, CT 06824 (hereinafter called "Lessee").

WITNESSETH:

1. Grant and Term, Rent.

(a) Grant. Lessor, for and in consideration of the covenants and agreements hereinafter set forth and the rent hereinafter reserved, has, and does hereby lease, unto the Lessee, the space located in the northwest corner of the Post Road and Unquowa Road owned by the Town of Fairfield comprising approximately 560 square feet and abutting the property known as 1418 Post Road, Fairfield, Connecticut. Said premises are designated "Outdoor Dining" as shown on Exhibit "A" attached hereto and made a part hereof (hereinafter the "Demised Premises").

(b) Term. Options to Renew.

(i) The Initial Term of this lease shall commence July 1, 2019 and shall end June 30, 2039. all commencement and ending dates inclusive.

(ii) At the end of the initial term of this lease, and at the end of each succeeding Option Term, provided that Lessee is not in material default of any of the terms contained herein, this Lease shall automatically be renewed for three (3) successive ten (10) year terms. Said renewals shall be upon the same terms and conditions contained herein, and shall be upon the rent as hereinbelow provided. In the event Lessee does not wish to exercise any option term, Lessee shall give written notice of intent not to extend to Lessor at the address herein provided, not later than six (6) months prior to the expiration of a given term. In the event Lessee declines to extend for a particular term, the lease shall expire at the end of the then current term, Lessee shall vacate the Demised Premises as provided herein, and Lessee shall have no further rights to this Lease, or to the Demised Premises.

(c) Rent. The rent for said Demised Premises shall be, for the months May through October, 2019 ("Summer Term"), Two Thousand (\$2,000.00) Dollars per month and for the months November, 2019 through April, 2020 ("Winter Term"), Two Hundred

Fifty (\$250.00) Dollars per month, without demand, setoff or deductions of any kind payable in advance on the first day of each month during the Term, to and at the office of the Accounting Department, Independence Hall, Fairfield, Connecticut 06824 or at such other place or to such other person, firm or corporation as Lessor may from time to time designate in writing. Any rent payment that is not received within 10 days of the date it is due shall incur a late fee of \$25 per month for each month it remains unpaid in whole or in part.

(d) Escalations. Notwithstanding anything to the contrary contained in this lease, the rent for each year after the first year, including the rent for all option terms, shall be increase by Three (3%) percent over the rent for the preceeding years.

2. Purpose.

Lessee shall occupy the Demised Premises during the Summer Term for seasonal outdoor dining during regular business hours in connection with a restaurant which the Demised Premises abuts from time to time (the "Restaurant"). During the Winter Term there shall be no tables, chairs, heaters, or any other amenities, except that ashtrays may be provided. In addition, no food or drink may be consumed on the Demised Premises during the Winter Term. The foregoing notwithstanding, in the event Lessee obtains all necessary approvals from the Town of Fairfield, including but not limited to Zoning, Building Department and Health Department permits, Lessee may enclose the Demised Premises during the Winter Term for use as additional dining area.

3. Care of the Demised Premises.

(a) Lessee has examined the Demised Premises, and accepts them in their present condition and without any representations on the part of the Lessor or its agents as to the present or future condition of the Demised Premises. Lessee shall keep the Demised Premises in good condition and repair.

(b) Lessee shall quit and surrender the Demised Premises at the end of the Term in as good condition as the reasonable use thereof will permit. Lessee further agrees to keep the Demised Premises, as well as the sidewalks surrounding the Demised Premises, in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter.

4. Negative Covenants.

(a) Lessee shall not make any alterations, installations, changes, replacements, additions, or improvements, structural or otherwise, in or to the Demised Premises or any part thereof, except as otherwise provided herein, without the prior

written consent of Lessor, which consent shall not be unreasonably withheld. Any alterations, installations, changes, replacements, additions, or improvements, structural or otherwise shall be in conformance with all statutes, rules and regulations of any Federal, State and municipal government or authority and any permits, licenses or other approvals required in connection therewith shall be obtained at the sole cost and expense of Lessee.

(b) Lessee shall not install or operate on the Demised Premises any electrically operated equipment or other machinery, in violation of any applicable building code, fire code or other applicable law, if any.

5. Mechanic's Liens. In the event that any mechanics' lien for materials or labor is filed against the Demised Premises as a result of any alterations, installations, changes, replacements, additions or improvements made by Lessee, Lessee shall within thirty (30) days after notice from Lessor discharge or bond said lien. If Lessee fails to discharge or bond said lien within said thirty (30) day period, Lessor, at its option, may terminate this Lease and/or pay the said lien, without inquiring into the validity thereof, and Lessee shall forthwith reimburse Lessor the total expense incurred by Lessor in discharging the lien.

6. Right of Inspection and Repair. Lessee shall allow Lessor, upon twenty-four (24) hours notice, except in the case of emergency, to examine or inspect the Demised Premises or to protect the same or prevent damage or injury to the same.

7. Liability. All personal property of Lessee on the Demised Premises shall be at the sole risk of Lessee. Lessor shall not be responsible for the loss of or damage to property, or injury to persons, occurring on the Demised Premises, by reason of any existing or future condition, defect, matter or thing on the Demised Premises, or for the acts, omissions or negligence of other persons on the Demised Premises. Lessee shall indemnify and save Lessor harmless from all claims and liability for losses or damage to property, or injuries to persons occurring on the Demised Premises including reasonable attorney's fees.

8. Remedies. Except as otherwise provided herein, if Lessee shall fail to pay the Rent or any installment thereof as aforesaid at the time the same shall become due and payable, and if the same shall remain in default for ten (10) business days after written notice from Lessor to Lessee of such failure; or if Lessee shall violate or fail or neglect to keep and perform any of the covenants, conditions, and agreements contained in this Lease on the part of Lessee to be kept and performed, and if the same shall remain in default for ten (10) business days after written notice from Lessor to Lessee of such failure, then, and upon each and every such event and at all times thereafter, at option of Lessor, Lessee's right of possession shall thereupon cease and terminate and Lessor shall be entitled to possession of Demised Premises and to reenter the same without notice to

quit or demand of rent or demand of possession, and Lessor or its agents shall have the right to and may enter the Demised Premises as the agent of Lessee, either by force or otherwise, without being liable for any prosecution or damages therefor, and all rights of Lessee to repossess the Demised Premises under this Lease shall be forfeited. Such reentry by Lessor shall not operate to release Lessee from any rent to be paid or covenant to be performed hereunder during the Term of the Lease. Lessee agrees to pay, as additional rent, reasonable attorneys' fees and other reasonable expenses incurred by Lessor in enforcing any of the obligations under this Lease. No provision of this Lease shall be deemed to have been waived by Lessor unless such waiver shall be in writing signed by Lessor. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly installments of Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

9. Damage or Destruction.

(a) In the event of the destruction of the Demised Premises or the Restaurant by fire, explosion, the elements or otherwise during the Term, or previous thereto, or such partial destruction of the Demised Premises or the Restaurant as to render the Demised Premises or the Restaurant wholly untenable or unfit for occupancy, or should the Demised Premises or the Restaurant be so badly injured that the same cannot be repaired within ninety (90) days from the happening of such injury, then, in any such case, at Lessee's election, the Term hereby created shall cease and become null and void from the date of such damage and destruction, and the Lessee shall immediately surrender the Demised Premises and all Lessee's interest therein to Lessor, and shall pay Rent only to the time of such surrender, in which event Lessor may reenter and repossess the Demised Premises thus discharged from this Lease.

(b) If the Demised Premises or the are rendered untenable and unfit for occupancy but are repairable within ninety (90) days from the happening of said injury, or if Lessee shall elect not to terminate this Lease pursuant to Paragraph 9(a), above, Lessee may elect to repair the same with reasonable speed, and the Rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. In the event Lessee does not elect to repair the Demised Premises or the pursuant to this Paragraph 9(b), this Lease shall terminate pursuant to Paragraph 9(a) above.

(c) Lessee shall immediately notify Lessor in case of fire or other damage to the Demised Premises or the Restaurant . No compensation, or claim, or diminution of

Rent (except as set forth above) will be allowed or paid by Lessee by reason of inconvenience, annoyance or injury to business arising from the necessity of repairing the Demised Premises or the Restaurant.

10. Condemnation.

(a) Lessee agrees that if the whole Demised Premises, or any substantial portion thereof which renders the Demised Premises untenable shall be taken or condemned for public or quasi public use or purpose by any competent authority, then at the option of either party, this Lease shall terminate from date of such taking or condemnation, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. In the event of a taking, Lessee shall not have any claim or rights to any portion of the amount that may be awarded as damages or paid as a result of any condemnation of the Demised Premises other than Lessee's right to recover moving expenses and an award for Lessee's business fixtures from the condemning authority (or Lessor if same be awarded Lessor) and all other rights of Lessee to damages, if any, are hereby assigned by Lessee to Lessor.

(b) If only a portion of the Demised Premises is taken by condemnation, and neither party has given notice that this Lease is terminated, then this Lease shall remain in full force and effect except that on the date such condemnation or taking is effected the Rent set forth in Paragraph 1 above shall be reduced by an amount that is in the same ratio to the Rent as the total number of square feet in the Demised Premises taken bears to the total number of square feet in the Demised Premises immediately prior to the Taking.

11. Notices. Any notice which under the terms of this Lease or under any statute must or may be given shall be in writing and shall be deemed to have been given when deposited in the United States mails and sent by opvernight courier, registered mail, return receipt requested, postage prepaid, addressed to the respective addresses of the parties hereinafter given. Either party may designate by notice in writing a new or other address to which such notice or demand shall be given. Said notices shall be addressed as follows until otherwise designated in writing:

As to Lessor:

Accounting Department
Independence Hall
Fairfield, Connecticut 06824

With a copy to:

Stanton H. Lesser, Esq.

Town Attorney
One Eliot Place
Fairfield, CT 06824

As to Lessee:

Fairfield Community Theater LLC
c/o Kleban Properties LLC
1189 Post Road
Fairfield, CT 06824

With a copy to:

Stephan Grozinger, Esq.
249 Lyons Plain Road
Weston, CT 06883

12. Quiet Enjoyment. Upon Lessee paying the rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Demised Premises free from any interference, molestation or acts of Lessor, or of anyone claiming by, through or under Lessor, subject, nevertheless, to the terms and conditions of this Lease and to any ground lease, underlying lease and mortgages.

13. Force Majeure. Neither party shall be liable or in default hereunder if such party is unable or fails to fulfill or is delayed in fulfilling any of its obligations hereunder, including, without limitation, any obligations hereunder, but excluding Lessee's obligations to pay Rent, by reason of fire or other casualty, strikes or labor troubles, governmental pre-emption in connection with a national emergency, shortage of supplies or materials, or by reason of any rule, order or regulation of any governmental authority, or by reason of the condition of supply and demand affected by war or other emergency, or any other cause beyond its control. Such inability or delay by either party in fulfilling any of its obligations hereunder shall not affect, impair or excuse the other party hereto from the performance of any of the terms, covenants, conditions, limitations, provisions or agreements hereunder on its part to be performed, nor result in any abatement of rents payable hereunder.

14. Indemnity and Insurance.

(a) Disclaimer of Liability: Lessor shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising

out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Demised Premises.

(b) Indemnification: Lessee shall, at its sole cost and expense, indemnify and hold harmless Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Lessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Demised Premises or the Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Lessee, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Demised Premises, and, upon the written request of Lessor, Lessee shall cause such claim or lien covering Lessor's property to be discharged or bonded within thirty (30) days following such request.

iii. Lessee's obligation to indemnify Indemnitees under this Lease shall extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees.

(c) Assumption of Risk: Lessee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Lessee" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Demised Premises, and Lessee hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from

Indemnitor's, gross negligence) arising out of the Lessee's installation, operation, maintenance, condition or use of the Demised Premises or Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

(d) Defense of Indemnitors: In the event any action or proceeding shall be brought against the Indemnitors by reason of any matter for which the Indemnitors are indemnified hereunder, Lessee shall, upon notice from any of the Indemnitors, at Lessee's sole cost and expense, resist and defend the same with legal counsel mutually selected by Lessee and Lessor; provided however, that Lessee shall not admit liability in any such matter on behalf of the Indemnitors without the written consent of Lessor and provided further that Indemnitors shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Lessee.

(e) Notice, Cooperation and Expenses: Lessor shall give Lessee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Lessor from cooperating with Lessee and participating in the defense of any litigation by Lessor's own counsel. Lessee shall pay all expenses incurred by Lessor in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Lessor by Lessee.

If Lessee requests Lessor to assist it in such defense then Lessee shall pay all expenses incurred by Lessor in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, actions or proceedings.

(f) Insurance: During the term of the Lease, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage and Two Million Dollars (\$2,000,000) in the aggregate.

iii. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

iv. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

(g) Named Insureds: All policies, except for worker's compensation policies, shall name Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

(h) Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Lessor annually during the term of the Lease. Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

(i) Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least sixty (60) days prior written notice shall be given to Lessor by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease."

(j) Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of

Connecticut or surplus line carriers on the State of Connecticut Insurance Commissioner's approved list of companies qualified to do business in State of Connecticut. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company.

(k) Deductibles: All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Lessor. Lessee agrees to indemnify and save harmless Lessor, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

15. Assignment and Subletting. Lessee shall not voluntarily, involuntarily or by operation of law, assign, transfer, mortgage or otherwise encumber all or any part of Lessee's interest in this Lease or in the Demised Premises or sublet the whole or any part of the Demised Premises without first obtaining in each and every instance the prior written consent of Lessor, and provided that in the event of any assignment or subletting, the assignee or sublettee shall also succeed to the possession and occupancy of the and provided said assignment or subletting is not in violation of any permit or approval required by federal, state or municipal law for the operation of the Demised Premises for the purpose set forth in Paragraph 3 above. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Payment of rentals due hereunder by any party other than the Lessee named herein shall not be deemed to act as a consent to the assignment of this Lease or the subletting of the whole or any part of the Demised Premises to such party nor relieve Lessee of its obligations to pay the rent provided for in this Lease. In the event Lessor consents to an assignment of the Lease, Lessee agrees to continue at all times to be bound by the provisions and responsible for the faithful performance of all terms contained in this Lease. Notwithstanding anything to the contrary contained herein, Lessor reserves the right, in Lessor's absolute discretion, to withhold consent to an assignment where the assignee intends to use the Demised Premises for any purpose other than dining area in conjunction with the Restaurant.

16. Successors and Assigns. All rights, obligations and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties.

17. Miscellaneous Provisions.

(a) The captions of the paragraphs of this Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(b) Printed parts of this Lease shall be as binding upon the parties hereto as the other parts hereof. Parts of this Lease which are written or typewritten shall have no greater force or effect than and shall control parts which are printed, but all parts shall be given equal effect.

(c) Any provision or provisions of this Lease which shall prove to be invalid, void or illegal shall in no way effect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(d) This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument. Facsimile or scanned transmission of any signed original document, and retransmission of any signed facsimile or scanned transmission, shall be the same as delivery of an original. At the request of any party, the parties shall confirm facsimile or scan transmitted signatures by signing an original document.

(e) In the event Lessee determines in its good faith discretion that this Lease is no longer necessary or desirable, Lessee shall have the right to terminate this Lease upon thirty (30) days' written notice to Lessor. In such event Lessee shall, at the discretion of Lessor, remove all items installed by Lessee and restore the Demsied Premises to the condition prior to the granting of this Lease.

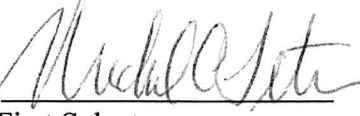
(f) This Lease shall not be effective nor binding upon Lessor until it has been approved by the Fairfield Board of Selectmen and Representative Town Meeting.

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IN WITNESS WHEREOF, the parties have herunto set their hands and seals, as of the date first written above.

LESSOR:

THE TOWN OF FAIRFIELD

By: 
Its First Selectman

FAIRFIELD COMMUNITY THEATER LLC

By: 

Name: Kenneth M. Kleban
Its: President

LICENSE AND ACCESS AGREEMENT

THIS LICENSE AND ACCESS AGREEMENT (this "License") is made and entered into as of the 1st day of July 2019, by and between the TOWN OF FAIRFIELD, a Connecticut municipality, with a mailing address at 725 Old Post Road, Fairfield, CT 06824 ("Licensor"), and FAIRFIELD COMMUNITY THEATER LLC, a Connecticut limited liability company having an address at 1189 Post Road, Fairfield, CT 06824 (the "Licensee").

WHEREAS, Licensee is or will be the owner of a certain parcel of land, with the buildings and improvements thereon, known as 1410 Post Road, Fairfield, Connecticut, which building is situated on the corner of The Post Road (U.S. Route 1) and Unquowa Road; and

WHEREAS, Licensor is the owner of a certain parcel of land abutting Licensee's building along Unquowa Road, which parcel is shown and designated as "License Area" on a certain Map attached hereto as "Exhibit A" and made a part hereof (the "Property"); and

WHEREAS, Licensee desires to obtain a license from Licensor to utilize the Property for the uses and purposes set forth in this agreement (the "Activities"); and

WHEREAS, Licensor deems it in its best interest to grant said License, and is willing to grant such License, provided the parameters and conditions for performance of the Activities shall be in accordance with the provisions hereof.

NOW, THEREFORE, in consideration of the above-stated premises, the mutual promises and covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Licensor hereby grants to Licensee this License to enter upon the Property for the purpose of performing the Activities on the following terms and conditions:

1. This License shall take effect as of the date Licensee takes title to 1410 Post Road, Fairfield, Connecticut (the "Effective Date") and shall continue until a date which is fifty (50) years from the Effective Date, (the "Termination Date"), unless sooner terminated in accordance with the provisions contained in this License. At all times Licensee (and its contractors, consultants, agents, employees and authorized representatives) shall have unrestricted access to and across the Property, and Licensee's use of the Property pursuant to this License shall be allowed twenty-four (24) hours per day each day, so long as this License remains in effect.

The following Activities shall be permitted on the Property:

- a. Creation by Licensee of a garden area.
- b. Installation of sidewalk paving stones inscribed with the names of donors.
- c. Installation of outdoor lighting fixtures.

Prior to performing any work on the Property, Licensee shall obtain, at Licensee's expense, all permits and approvals required by such governmental bodies having jurisdiction over the Property and the work to be performed thereon. Licensor shall cooperate with Licensee in filing

applications for all required permits. All work performed on the Property, and the use of the Property by Licensee, shall be in compliance with all applicable Federal, State of Connecticut and Town of Fairfield laws, codes, and other requirements.

2. Licensee shall be responsible, at Licensees sole cost and expense for all upkeep and maintenance of the Property, including, but not limited to, snow and ice removal. Licensee agrees that with regard to the Property, it shall comply with the provisions of, and be responsible for, breaches of any and all obligations imposed upon property owners by the provisions of Section 91-2 of the Code of Ordinances of the Town of Fairfield, as the same may be amended from time to time.

3. Except as otherwise provided in this License, Licensee accepts the condition of the Property on an "AS IS" basis without any obligation on the part of Licensors to prepare the Property prior to Licensee's entering and performing the Activities as permitted hereunder. It is expressly understood that no representations have been made by Licensors as to the safety of the Property and that Licensee agrees and, except as otherwise provided herein, hereby does accept all risk of loss, damage, or injury to persons or property which is caused by Licensee's entry and use of the Property pursuant to this License.

4. Licensors represents that it has the full right and authority to grant this License to Licensee in accordance with the terms hereof; all action necessary to authorize the execution of this License has been taken; the individual executing and delivering this License on behalf of the Licensors has been authorized to do so; and such execution and delivery shall bind the Licensors. Licensee shall be responsible to obtain all required approvals and permits in connection with the Activities.

5. Without limiting its liability under this license, Licensee shall provide and maintain in full force and effect at all times during the term of this license, minimum scope and limits of insurance coverage as specified in Exhibit B: Town of Fairfield Insurance Requirements. Licensee shall provide to Licensors such documentation of insurance coverage as Licensors may reasonably require. Notices are to be delivered in accordance to each policy provisions.

6. Licensee acknowledges and agrees that Licensors, its employees and contractors, and members of the public shall have the right to enter upon the Property at all times during the term of this License, provided that such access shall in no event interfere with Licensee's use and enjoyment of the rights and privileges granted herein.

7. Licensee agrees to and does hereby indemnify and hold Licensors harmless from and against any and all third-party claims, demands, suits, losses or liabilities (including

reasonable attorneys' fees and costs of defense) arising from injuries to person or damage to property to the extent the same are proximately caused by the Activities performed by Licensee and/or Licensee's presence upon the Property pursuant to this License.

8. Notices and communications regarding this License shall be addressed and delivered as set forth below. In order to facilitate communications, the Licensors and the Licensee each appoint a representative to be the person to whom all and concerns regarding this License shall be directed. If a party elects to replace its representative, such change shall be communicated and confirmed in writing.

Representative for the Licensors: First Selectman
Town of Fairfield
Sullivan Independence Hall 725 Old Post Road Fairfield, CT 06824
203-256-3030
m.tetreau@fairfieldct.org

Representative for the Licensee:

Fairfield Community Theater LLC
c/o Kleban Properties LLC
1189 Post Road, Suite 3B
Fairfield, CT 06824
Attn: Kenneth M. Kleban
203-247-0732
kenkleban@gmail.com

9. This License shall be governed by and construed in accordance with the internal laws of the State of Connecticut.

10. No terms, conditions, prior courses of dealing, courses of performance, usages of trade, understandings, agreements or other documents purporting to modify, vary, supplement or explain any provision of this License shall be effective and none shall be binding unless in writing, signed by duly authorized representatives of both parties, and specifically stating that such writing is intended to modify this License.

11. In the event Licensors determine that it needs to widen Unquowa Road, and thereby reduce the area of the Property, Licensee hereby relinquishes any and all claims it may have against Licensors for damages resulting from any diminishment in the area of the Property.

12. This License may be executed by each of the parties hereto in separate counterparts, each of which, when taken together, shall constitute one and the same License. Facsimile or scanned transmission of any signed original document, and retransmission of any signed facsimile or scanned transmission, shall be the same as delivery of an original. At the request of any party, the parties shall confirm facsimile or scan transmitted signatures by signing an original document.

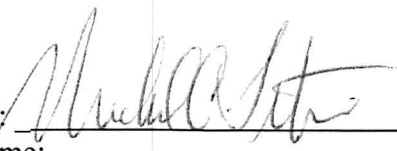
13. In the event the Licensee determines in its good faith discretion that this License is no longer necessary or desirable, the Licensee shall have the right to terminate this License upon thirty (30) days' written notice to Licensor. In such event Licensee shall, at the discretion of Licensor, remove all items installed by Licensee and restore the premises to the condition prior to the granting of this license.

14. This License shall be binding upon the parties hereto, and the respective successors, assigns, heirs, and legal representatives of the parties hereto. Prior to any transfer, sale, or lease of the Building abutting the Property by the Licensee to any other party, Licensee shall notify Licensor to ensure that such transferee, buyer or lessee acknowledges and accepts an assignment of this License.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals as of the Effective Date.

LICENSOR:

TOWN OF FAIRFIELD

By: 
Name: _____
Title: _____
Hereunto Duly Authorized

LICENSEE:

FAIRFIELD COMMUNITY THEATER LLC

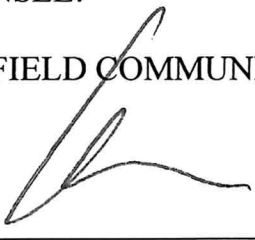
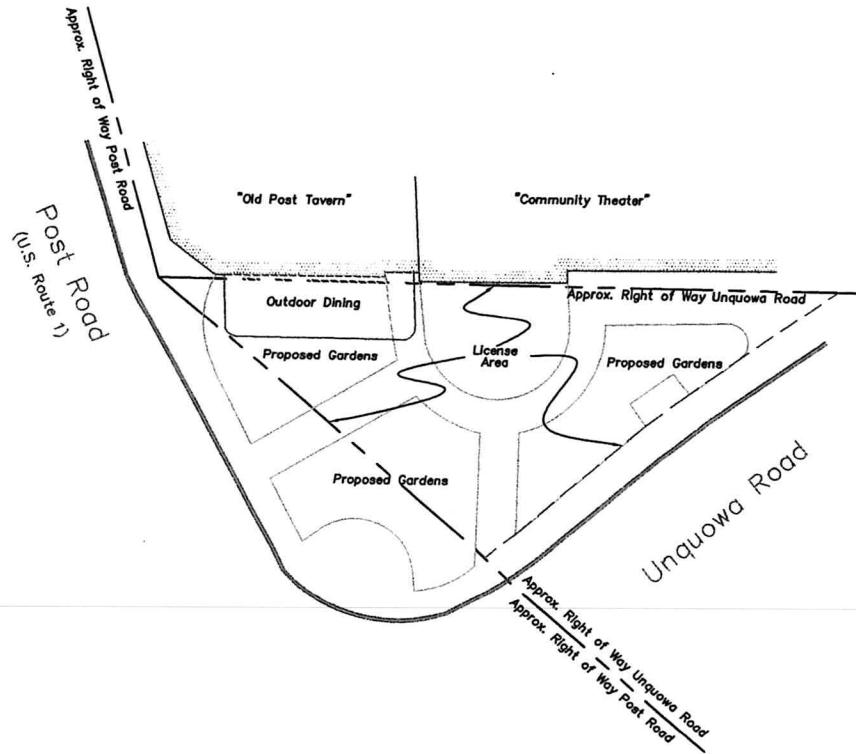
By: 
Name: Kenneth M. Kleban
Title: President
Hereunto Duly Authorized

EXHIBIT A



NOTES

1. A) THIS MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300b-2 THROUGH 20-300b-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1998.
- B) THE TYPE OF SURVEY PERFORMED IS A COMPILED PLAN AND IS INTENDED TO DEPICT THE LICENSE AGREEMENT AND THE OUTDOOR DINING AREA LOCATED AT 1410 POST ROAD FAIRFIELD, CT AS THEY RELATE TO EXISTING BUILDINGS AND THE APPROXIMATE RIGHT OF WAYS OF POST ROAD AND UNQUOWA ROAD.
- C) THE SURVEY OF CONFORMS TO HORIZONTAL ACCURACY CLASS D AND DOES NOT PRESENT A PROPERTY BOUNDARY OPINION.
2. NORTH ARROW DEPICTED HEREON IS APPROXIMATE.
3. REFERENCE IS MADE TO THE FOLLOWING MAPS:
"STATE OF CONNECTICUT RIGHT OF WAY MAP, TOWN OF FAIRFIELD, SOUTH POST ROAD" PROJECT NUMBER D03-A, SHEET 2A OF 4, SCALE 1"=40' AND APPROVED DECEMBER 27, 1999.
"TOWN OF FAIRFIELD DEPARTMENT OF PUBLIC WORKS, LAYOUT OF UNQUOWA ROAD, POST ROAD TO RAILROAD BRIDGE" PROJECT NUMBER 13-284, SHEET 1 OF 1, SCALE 1"=40' AND DATED FEBRUARY 28, 1998.
"COMMUNITY THEATER PLAZA PLAN" JOB NUMBER 1911, DRAWING NUMBER 1, DATED MAY 24, 2018, SCALE 8" = 1' AND PREPARED BY MARK P. FINLEY ARCHITECTS, AIA.



To my knowledge and belief, this map is substantially correct as noted hereon

Scott R. Leamon LS #70252

Town of Fairfield
Dept. of Public Works

Map Showing
License Agreement &
Outdoor Dining Areas
1410 Post Rd Fairfield, CT

DRAWN BY: SLL
DATE: 6/10/2019
SCALE: 1"=10'

CHECKED BY:
FILE NO: 3483
MAP NO: 1 OF 1

Exhibit 3 Town of Fairfield Insurance Requirements

Without limiting its liability under this License, the Company shall provide and maintain in full force and effect at all times during the term of this License, minimum scope and limits of insurance coverage as follows:

Worker's Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars (\$500,000) Employer Liability each accident
- Five hundred thousand dollars (\$500,000) Employer Liability each employee by disease
- Five hundred thousand dollars (\$500,000) Employer Liability policy limit coverage for disease

Commercial General Liability:

- Bodily Injury, Personal Injury, Property Damage, one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

Automobile Liability:

- A combined single limit of one million dollars (\$1,000,000), including owned, hired and non-owned coverage and rider CA9948 or equivalent.

Excess Liability Insurance

- Five million dollars (\$5,000,000) each occurrence, five million dollars (\$5,000,000) aggregate. Such coverage must be follow form over Worker's Compensation, Commercial General Liability and Automobile Liability.

Pollution Liability:

- One million dollars (\$1,000,000) each occurrence, one million dollars (\$1,000,000) aggregate.

Acceptability of Insurers: The Company's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a A.M. Best rating of A- VIII or otherwise acceptable by the Licensor's Risk Manager.

Subcontractors: The Company shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Licensor. All deductibles or self-insured retentions are the sole responsibility of the Company to pay and/or to indemnify. Under no circumstances will the Licensor be responsible for paying any deductible or self-insured retentions related to this License.

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Licensor, (provided ten (10) days' prior written notice shall be sufficient in the case of termination for nonpayment).

Waiver of Subrogation: A waiver of subrogation in favor of the Licensor is required on all policies.

Waiver/Estoppel: Neither approval by the Licensor nor failure to disapprove the insurance furnished by the Company shall relieve the Company of the Company's full responsibility to provide insurance as required under this License.

Company's Insurance Additional Remedy: Compliance with the insurance requirements of this License shall not limit the liability of the Company or its Sub-Contractors/Firms, employees or agents to the Licensor or others. Any remedy provided to the Licensor shall be in addition to, and not in lieu of, any other remedy available under this License or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this License, the Company shall furnish Certificate(s) of Insurance to the Licensor's Risk Manager prior to the Company's use or access granted under this License. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration.

All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

FIRST AMENDMENT OF LEASE
AND LICENSE AND ACCESS AGREEMENT

THIS FIRST AMENDMENT OF LEASE AND LICENSE AND ACCESS AGREEMENT is made as of January 1, 2021 by and between THE TOWN OF FAIRFIELD (“Lessor”), and FAIRFIELD COMMUNITY THEATER LLC (“Lessee”).

RECITALS

A. Lessor and Lessee are parties to that certain lease dated as of June 30, 2019 (the “Lease”) for premises the space located in the northwest corner of the Post Road and Unquowa Road owed by Lessor comprised of approximately 560 square feet and abutting the property known as 1418 Post Road, Fairfield, Connecticut (the “Existing Premises”).

B. Lessor and Lessee are parties to that certain License and Access Agreement dated of May 1, 2019 (the “License”) with respect to an area adjacent to the Exhibit Premises (the “License Area”).

C. The parties desire to (i) provide for the expansion of the Existing Demised Premises to include approximately 1,170 square feet as more particularly shown on Amendment Exhibit A attached hereto (the “Expansion Premises”), and (ii) make certain other changes to the Lease and License as set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

2. Modification to Lease. As of July 1, 2021, the following changes to the Lease shall become effective:

(a) Demised Premises. Section 1 of the Lease is amended such that the Demised Premises shall consist of 1,730 square feet, and Exhibit A of the Lease is deleted and replaced with the attached Amendment Exhibit A.

(b) Base Rent. Subsection 1(c) of the Lease is deleted in its entirety and replaced as follows:

“Summer Term” shall mean the months of ~~May–April~~ through October of each year provided that, in the event the Town of Fairfield Planning and Zoning Commission or other competent authority shall regulate the days on which outdoor dining shall be permitted, such regulation shall govern, and such period shall be deemed to be the “Summer Term” for all purposes hereunder.

“Winter Term” shall mean the months of November through ~~April~~ March of each year provided that, in the event the Town of Fairfield Planning and Zoning Commission or other competent authority shall regulate the days on which outdoor dining shall not be permitted, such regulation shall govern, and such period shall be deemed to be the “Winter Term” for all purposes hereunder.

The rent for said Demised Premises shall be as set forth in Amendment Exhibit B attached hereto, without demand, setoff or deduction of any kind payable in advance on the first day of each month during the Term, to and at the office of the Accounting Department, Independence Hall, Fairfield, Connecticut 06824 or at such other place or to such other person, firm or corporation as Lessor may from time to time designate in writing. Any rent payment that is not received within ten days of the date it is due shall incur a late fee of \$25 per month for each month it remains unpaid in whole or in part.

(c) Base Rent During Option Terms. Subsection 1(d) of the Lease is deleted in its entirety and replaced as follows:

The rent for each year (July 1 – June 30) of all option terms shall increase by three percent (3%) over the rent in the preceding year.

3. Modification to License. As of July 1, 2021, the following changes to the License shall become effective:

(a) Permitted Activities. Notwithstanding anything in the License to the contrary, Lessee may use that portion of the License Area that is situated within the Demised Premises for the activities set forth in the License and for any activity permitted under the Lease, as amended hereby.

4. Ratification. Except as otherwise provided herein, all the terms and conditions of the Lease shall remain the same. The parties hereby ratify and affirm the Lease and License as amended hereby.

5. Entire Agreement. This Amendment embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior negotiations, agreements and understandings, written or oral, formal or informal, all of which are deemed to be merged herein.

6. Modification. No modification or amendment to this Amendment of any kind whatsoever shall be made or claimed by either party and no notice of any extension, change, modification or amendment made or claimed by either party shall have any force or effect whatsoever unless the same shall have been reduced to writing and fully signed by both parties.

7. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

8. Interpretation. Lessor and Lessee each acknowledge each to the other that both they and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment, the Lease, or any amendments or exhibits hereto.

9. Proper Execution. The submission by Lessor to Lessee of this Amendment in unsigned form shall be deemed to be a submission solely for Lessee's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option, and shall not confer any rights upon Lessee or impose any obligations upon Lessor irrespective of any reliance thereon, change of position or partial performance. The submission by Lessor of this Amendment for execution by Lessee and the actual execution and delivery thereof by Lessee to Lessor shall similarly have no binding force and effect on Lessor unless and until Lessor shall have executed this Amendment and a counterpart thereof shall have been delivered to Lessee.

10. Counterparts. This Amendment may be signed on separate signature pages and shall be effective once this Amendment has been signed by both of the parties and all signature pages have been attached to one another, it not being necessary for the parties to have physically signed the same signature pages of this Amendment. Such signatures may also be by facsimile or other electronic means, which the undersigned all specifically agree shall be deemed to be binding upon each of them and each other as if an original signature.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

LESSOR:

THE TOWN OF FAIRFIELD

By: _____

Name: Brenda Kupchick

Title: First Selectman

LESSEE:

FAIRFIELD COMMUNITY THEATER LLC

By: _____

Name: Kenneth M. Kleban

Title: President

Amendment Exhibit A

Demised Premises

Amendment Exhibit B

Rent

[insert Excel spreadsheet]