



RECEIVED

By Office of the First Selectman at 4:01 pm, May 31, 2018

Town of Fairfield

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

NEW BOARDS AND COMMISSIONS QUESTIONNAIRE

To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at firstselectmanffld@town.fairfield.ct.us. Please note that your resume and completed questionnaire are public documents. If you have any questions please contact the First Selectman's office at 203-256-3030 or firstselectmanffld@town.fairfield.ct.us.

Board/Commission: **Ethics Commission**

Date: **5/31/2018**

Name: **Alexander J. Trembicki**

Address: **743 Stratfield Rd.**

Fairfield, CT 06825

email: **atrembicki@aol.com**

home phone: **203-367-8916**

work phone: **203-227-6808**

cell phone: _____

Party: **Democrat**

1. How did you learn about this position?

First Selectman mentioned to me that there was going to be an opening and asked if I was interested.

2. Why are you interested in serving and how can you contribute to this board / commission?

I am interested in serving the Town. I have been a practicing attorney for 38 years and have experience with many legal issues. I have been involved with the Town government (RTM, Charter Revision) and think my experience will be helpful.

3. Have you attended the meetings of any similar committees or reviewed past minutes or agendas? If yes, please specify.

No

4. Have you read the committee charge?

Yes

5. Do you have any potential conflict of interest?

No

6. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

I am a registered democrat

7. Please use this space to ask any questions you may have or to provide additional information you'd like to share

ALEXANDER J. TREMBICKI, ESQUIRE

225 Main Street, Suite 103
Westport, CT 06880
ltmbwpt@aol.com
OFFICE: 1.203.227.6808
FAX: 1.203.226.6215

RECEIVED

By Office of the First Selectman at 4:03 pm, May 31, 2018

BAR ADMISSIONS

Connecticut, 1980

U.S. District Court, District of Connecticut, 1980

U.S. District Court, Southern District of New York, 2009

U.S. District Court, Eastern District of New York, 2017

PROFESSIONAL

Partner

Lynch, Trembicki & Boynton
Westport, Connecticut
1990 – present

Partner

Schine, Julianelle & Karazin
Westport, Connecticut
1982 – 1990

PRACTICE

Concentration primarily in all phases of civil dispute resolution including trials, arbitrations, mediations and appeals both in state and federal court. Subject areas include commercial, employment, personal injury, probate and matrimonial.

AWARDS AND RECOGNITIONS

Connecticut Super Lawyers, 2007, 2010, 2011, 2012

New England Super Lawyers, 2010, 2011

Million Dollar Advocates Forum

Martindale Hubbell AV Rating 2005-present

VOLUNTEER ACTIVITIES

Town of Fairfield Representative Town Meeting
1997 – 2005

Committee on Legislation & Administration – Chairman
2001 – 2005

Fairfield Charter Revision Commission Chairman, 2006

Operation Hope - Board of Directors 2005 – 2010
- Chairman of the Board 2008-2010

Fairfield Little League – Coach

Wakeman Boys/Girls Club – Coach

Fairfield Recreational Department Soccer Program –
Coach

City of Milford Board of Finance – Chairman
1982 – 1985

EDUCATION

University of Connecticut
B.A. Economics – Cum Laude 1977

University of Connecticut School of Law
Juris Doctor 1980

PERSONAL

Married – Wife: Cynthia Trembicki
Children: 3 Adult Children

Ethics Commission

Seat	Name	Position	Party	Term Start	Term End
1*	[VACANT]			07/20	07/22
2**	Trembicki, Alexander J.		D	07/18	07/20
3***	Van Steenberg, Craig		R	07/19	07/21
4	[VACANT]			07/19	07/21
5****	Bellitto, Robert Benedict		D	07/19	07/21

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

*Seat vacated by Marguerite H. Toth – R – who served two terms, 7/16-7/18 & 7/18-7/20. Nancy Billington –R- approved by BOS on 07-06-20. Needs RTM approval.

**Served one term. Eligible for reappointment to second term. Reappointment approved by BOS on 07-06-20. Needs RTM approval.

***Serving first term.

****Serving first term.

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.

FairTV Commission

Seat	Name	Party	Term Start	Term End
1*	Vishno, Alexander	R	07/19	07/22
2	[VACANT]		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	2
Democrats	1
Republicans	1
Unaffiliated	1
Total Full	5

*Seat vacated by Kathryn L. Braun –R- who was elected to the TPZ in November of 2019. This is Mr. Vishno’s first term.

**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.

****Serving second term.

- 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.



Town of Fairfield

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725 Old Post Road
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BOARDS AND COMMISSIONS QUESTIONNAIRE

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Board/Commission:

Date: June 8, 2020

Name: Nancy Billington

Address: 25 Fleming Lane, Fairfield, 06824

Party Affiliation: Republican

email: nbilling22@gmail.com

home phone: ---

work phone: 203.581.1961

cell phone: 203.581.1961

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

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

NANCY BILLINGTON
Founder and Executive Director
INSPIRE
Fairfield's non-profit organization providing
community mental and emotional wellness programs
www.inspireinc.org

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

2015-PRESENT

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

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

EDUCATION

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

PROFESSIONAL

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

VOLUNTEERISM and ADVOCACY

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



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Board/Commission:

Date:

Name: Patrick G. Colligan

Address: 415 Ruane Street, Fairfield, CT 06824

Party Affiliation: Republican

email: pgcolligan@gmail.com

home phone: 917-597-9333

work phone:

cell phone:

1. How did you learn about this position?

I've watched Fair T.V. FRTC made me aware of Committee.

2. Why are you interested in serving and how can you contribute to this board/commission?

I will always contribute to communities. Fairfield's access to fair and balance information is paramount.

3. Have you attended any meetings or reviewed past minutes/agendas? If yes, please specify.

I've never attended.

I will review minutes and history.

4. Have you spoken with the chair, any members, or the appropriate Department Head?

Not as yet.

5. Have you read the written description of the board's role?

Yes.

6. Do you have any potential conflict of interest?

No.

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

Third Wednesday/Month at 7:30 p.m., 2nd Floor, 611 Old Post Road.

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the Town Charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

Yes. Registered Republican.

9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

I greatly look forward to bringing many contributions to Fair TV if I am deemed to be included.

My very best,

Patrick Colligan

Patrick George Colligan
415 Ruane St.
Fairfield, CT 06824
FRTC Bio

Member Fairfield Citizen's Emergency Response Team (Activated for COVID).

Volunteer Operation Hope, Fairfield Community Food Pantry.

Non-Profit Board Member & Treasurer: Classicopia, Inc. NH/VT chamber music outreach.

Active member Saint Pius X Parish, Fairfield, CT.

Membership Director: Knights of Columbus Council #16347.

2013 Greenwich, CT Citizen's Police Academy Graduate.

"InfraGard" Member: FBI Public/Private Dept. Homeland Security Alliance.

Member, Fairfield Area Amateur Radio Relay (HAM Radio) League.

Managing Director, Ameriprise Financial. Investment Advisor/Financial Planner.

Ohio Wesleyan University/Keene State College: Economics. NCAA Lacrosse.

Avid golfer and drummer. Loves to read and converse.

Anna, our 3 children who attend Fairfield Public Schools, and I moved to town in 2017

INTERLOCAL AGREEMENT

FAIRFIELD COUNTY DISPATCH

THIS INTERLOCAL AGREEMENT (the "Agreement") is by and among the TOWN OF FAIRFIELD ("Fairfield"), the TOWN OF WESTPORT ("Westport") and each Ratifying Municipality (defined below) that has entered into a Joinder Agreement (defined below).

RECITALS

WHEREAS, Connecticut General Statutes, Sections 7-148cc and 7-339a, et seq., authorize two or more municipalities to jointly perform any function that each municipality may perform separately upon entering into an Agreement to effect such with other municipalities; and

WHEREAS, Fairfield and Westport currently have independent 9-1-1 dispatch centers; and

WHEREAS, Fairfield and Westport desire to create a regional Public Safety Answering Point ("Regional PSAP") and emergency communications center ("Center"); and

WHEREAS, Fairfield is a recognized State of Connecticut 9-1-1 Communication Center and PSAP capable of providing dispatch services for police, fire, and emergency medical services ("EMS") (collectively, "Dispatch Services"); and

WHEREAS, Fairfield and Westport have entered into a Lease Agreement dated May 20, 2020 (the "Lease") with Sacred Heart University (the "University") for space in a building on the University's property located at 5151 Park Avenue, Fairfield, Connecticut (the "Leased Premises").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows.

Section 1. Purpose of Agreement and Name of Center.

The purpose of this Agreement is to provide for Dispatch Services within Fairfield, Westport and such other municipalities as may ratify this Agreement by means of a Regional PSAP. The Center shall be named *Fairfield County Dispatch* or *FCD*. This Agreement shall be referred to in the future as the *Interlocal Agreement for Fairfield County Dispatch dated [insert Effective Date (defined in Section 2(A), below)]*.

Section 2. Ratification, Withdrawal, Termination and Amendment.

A. For the purposes of this Agreement: (i) "Member Municipality" means Fairfield, Westport and each Ratifying Municipality; (ii) "Prospective Municipality" means a Connecticut town or city other than Fairfield or Westport that is invited by the Control Board to add its territory to the coverage area of the Regional PSAP; and (iii) "Ratifying Municipality" means a Prospective Municipality that ratifies this Agreement by affirmative vote of its legislative body. This Agreement shall be effective and legally binding as to Fairfield and Westport (the "Effective Date") on the date appearing below the signature of the Westport First Selectman or the Fairfield First Selectwoman on the signature page of this Agreement, whichever is later. This Agreement shall be effective and legally binding as to each Ratifying Municipality on the date that the Ratifying Municipality's chief elected official signs a joinder agreement with form and content satisfactory to the Control Board (a "Joinder Agreement").

B. This Agreement shall remain in effect as to each Member Municipality until the Member Municipality withdraws pursuant to Section 2C or the Agreement is terminated pursuant to Section 2D.

C. A Member Municipality may withdraw from this Agreement after adoption of a resolution by its legislative body by giving written notice to the chief elected official of each of the other Member Municipalities provided that: (i) the notice may not specify an effective date other than June 30th; (ii) the notice must be delivered not later than July 31st of the year prior to the June 30th effective date; and (iii) the Member Municipality must meet all of its financial obligations under Section 6, below, through the effective date of the withdrawal.

D. This Agreement may be terminated by: (i) approval of a resolution to terminate this Agreement by the legislative bodies of all of the Member Municipalities specifying a termination date; or (ii) approval of a resolution to terminate this Agreement by the legislative bodies of Fairfield and Westport, provided that the resolution specifies a termination date that is not less than eighteen (18) months after delivery of notice to each Ratifying Municipality, unless the chief elected official, police chief and fire chief of the Ratifying Municipality agree in writing to accept a shorter notice period. Notwithstanding, this Agreement will terminate on the date specified in a notice by Fairfield and Westport to the Ratifying Municipalities as the date on which the term of the Lease will expire, provided that Fairfield and Westport will first make reasonable efforts: (i) to negotiate with the University an extension of the term of the Lease; and (ii) if those efforts are unsuccessful, to secure a suitable alternative location for the Center.

E. This Agreement may be amended by approval of the legislative bodies of Fairfield, Westport and a majority of the Ratifying Municipalities, provided that the approval of the legislative bodies of Fairfield and Westport will suffice if the amendment affects only a cost-sharing arrangement between Fairfield and Westport described in Section 6.

Section 3. Functions to be Provided by the Center's Staff.

The functions of the personnel staffing the Center are as follows.

A. Monitor all police, fire, and EMS radio frequencies for Member Municipalities on a twenty-four (24) hour basis.

B. Provide Dispatch Services for all police, fire, and EMS calls in accordance with standard operating procedures adopted by the Control Board.

C. Provide tactical radio contact and support to police, fire, and EMS personnel while such personnel are engaged in the performance of their duties.

D. Act as the Regional PSAP for 9-1-1 calls originating within the Member Municipalities.

E. Retain such reasonable Dispatch Services data as may be requested by the Control Board.

F. Answer all incoming 9-1-1 calls in accordance with protocols and procedures adopted by the Control Board.

G. Provide any other public safety communication services mandated by State law or authorized by the Control Board.

Section 4. Obligations of Fairfield.

Fairfield's obligations are as follows.

A. Provide management control over the Center, specifically, supervision of employees, human resources management, and management of payroll and benefits.

B. Serve as the employer of the personnel assigned to the Center for all purposes, including, without limitation, payroll, employment taxes, personnel records, employee benefits, workers' compensation, medical, dental and vision insurance, retirement benefits and collective bargaining.

C. Issue such purchase orders and execute such contracts for goods and services in furtherance of the operation of the Center as may be authorized from time to time by the Control Board. Following authorization by the Control Board, procurement of goods and services shall be governed by the policies and procedures of Fairfield.

D. Provide appropriate staffing of the Center by trained personnel 24 hours per day at levels established by the Control Board.

E. Provide maintenance for communications and other systems within, or used by, the Center.

F. Provide a Chief Administrative Officer, who shall be a sworn Fairfield police officer, until such time as the Control Board determines that a civilian director should be appointed with adequate funding in the Operating Budget. If a civilian director is appointed, the civilian director will be an employee of Fairfield pursuant to Section 4(B) unless the Center becomes an independent quasi-governmental entity.

G. Provide a Chief Financial Officer, who shall be the Town of Fairfield Chief Fiscal Officer.

H. Provide for supervision of the personnel assigned to the Center to ensure that Dispatch Services are provided in accordance with protocols and procedures established and/or modified from time to time by the Control Board.

I. Provide data and records, as may be reasonably requested by the Chief Administrative Officer, to enable the Center to effectively and efficiently provide Dispatch Services.

J. Provide, maintain, repair and replace, at its sole cost and expense, all of Fairfield's Field Equipment.

K. Maintain necessary and appropriate FCC licenses.

Section 5. Obligations of Westport and Ratifying Municipalities.

The obligations of Westport and each Ratifying Municipality will be as follows.

A. Provide such data and records, as may be reasonably requested by the Chief Administrative Officer, to enable the Center to effectively and efficiently provide Dispatch Services.

B. Provide, maintain, repair and replace, at its sole cost and expense, all of Westport's (or the Ratifying Municipality's, as the case may be) Field Equipment.

C. Maintain necessary and appropriate FCC licenses.

Section 6. Financial Obligations.

A. Fairfield and Westport will share equally in the cost of construction and build-out of the Center within the Leased Premises. Fairfield and Westport agree that the construction cost and build-out cost shall be only for work performed within the walls of the Leased Premises, and costs associated with connecting to the State for connectivity to COLLECT and 9-1-1.

B. Each Ratifying Municipality will be charged a service fee established annually by the Control Board (a "Service Fee"). In establishing the Service Fee for a Prospective Municipality, the Control Board will consider the Prospective Municipality's population, 911 call volume and any operational or logistical challenges associated with adding the Prospective Municipality to the coverage area of the Regional PSAP. A Ratifying Municipality's Joinder Agreement may provide for such limits on the initial amount and future increases in the Service Fee as may be negotiated and agreed upon by the Control Board and the Prospective Member.

C. Fairfield will deliver invoices for Service Fees in accordance with the Operating Budget to each Ratifying Municipality on a quarterly basis in arrears. Each Ratifying Municipality will forward payment for each quarterly invoice within thirty (30) days of receipt. Interest will accrue at a rate of eighteen percent (18%) per annum on all amounts that are overdue and shall not be considered revenue to the Center.

D. Fairfield will provide the operational funding and administrative support for the Center. Fairfield will maintain a separate account, identified as *Fairfield County Dispatch*, in Fairfield's municipal budget for costs, expenses, Service Fees, grants and other revenues associated with the Center.

E. Each December, Fairfield will deliver to the Control Board and to the police chief, fire chief and EMS chief of each Ratifying Municipality an itemized estimate of the costs, expenses, Service Fees, grants and other revenues of the Center for the next fiscal year (a "Proposed Budget"). To the extent that Fairfield incurs incremental costs that are not specifically identified in its municipal budget, such as, by way of example, allocation of the time of Fairfield employees to payroll processing, accounts payable, human resource management, legal services and benefits administration for personnel assigned to the Center who were not previously employees of Fairfield, Fairfield shall include those incremental costs in the Proposed Budget. Line items for the acquisition of new equipment and the replacement of damaged or obsolete equipment located within the Center shall be included in each Proposed Budget. Proposed Budgets will be subject to review and approval by the Control Board. Upon approval by the Control Board, a Proposed Budget will be considered and referred to as the "Operating Budget" for the next fiscal year. Within one (1) week after approval by the Control Board, the Chief Financial Officer of the Center will deliver to the police chief, fire chief and EMS chief of each Ratifying Municipality a copy of the Operating Budget, together with a list of Service Fees to be charged to all of the Ratifying Municipalities for the next fiscal year. A Ratifying Municipality may contest any Service Fees (following the process described in Section 11(J)) if the Ratifying Municipality reasonably believes that certain charges reflected therein are inappropriate or questionable. If a Ratifying Municipality contests any Service Fees, the Ratifying Municipality shall pay all charges that it believes are appropriate within the time period prescribed in Section 6(C) and the Ratifying Municipality shall pay the balance (if any) within fifteen (15) days after the amount due from the Ratifying Municipality is determined pursuant to Section 11(J).

F. If a Member Municipality applies for, or receives a State or federal grant for: (i) the performance of Dispatch Services within the territory served by the Center; (ii) the purchase of hardware or equipment to be used by the Center; (iii) operational costs; or (iv) employee costs, such as salaries, overtime or staff certifications, then the grant proceeds will be paid over to the Center and reflected in the Operating Budget as revenues of the Center, regardless of the Member Municipality that applied for the grant or to which the grant was awarded. Service Fees shall be reflected in each Proposed Budget and Operating Budget as revenues of the Center. Each Member Municipality will work in good faith to assist or participate in grant applications initiated by another Member Municipality or the Control Board.

G. For the purposes of this Agreement, "Net Costs" means the excess of operating and capital costs and expenses of the Center over revenues of the Center. Fairfield and Westport agree to the following allocation of the Net Costs identified in each Operating Budget: Fairfield 67%; and Westport

33% (the "Allocation Formula"). The Allocation Formula will be reevaluated in the first quarter of 2025 and in the first quarter of every fifth year thereafter. Operating costs shall be subject to the collective bargaining process and other factors influencing annual costs for staff and Dispatch Services.

H. Fairfield will deliver invoices to Westport for Dispatch Services in accordance with the Operating Budget and the Allocation Formula on a quarterly basis in arrears. Westport will forward payment for each quarterly invoice within thirty (30) days of receipt.

I. Proposed Budgets and Operating Budgets will not include Connectivity Costs. Each Member Municipality is responsible for its own Connectivity Costs. For the purposes of this Agreement, "Connectivity Costs" means and includes the cost of: (i) any necessary communication lines between the Leased Premises and a facility or facilities located within a Member Municipality ("Communication Lines"); (ii) Field Equipment; (iii) maintenance, repair and replacement of Communication Lines and Field Equipment; and (iv) programming and configuration of Field Equipment and other hardware located within a facility of a Member Municipality. If a Member Municipality retains the services of a telecommunications consultant to assist with establishing, maintaining or replacing Communication Lines or Field Equipment or programming or configuring Field Equipment or other hardware located within a facility of the Member Municipality, then the Member Municipality will be responsible for the fees and compensation of the telecommunications consultant.

Section 7. Indemnification

A. Each Member Municipality (an "Indemnitor") agrees to indemnify and hold each other Member Municipality (an "Indemnitee") and the Indemnitee's employees, appointed and elected officials, agents, and representatives harmless from any and all claims, lawsuits, administrative orders, penalties, damages, liabilities, losses, and expenses (including reasonable attorneys' fees and out-of-pocket expenses) incurred by the Indemnitee that are caused by the Indemnitor's breach of its obligations under this Agreement or by the negligent or willful acts or omissions of the Indemnitor's, employees, agents or contractors who are not members of the Control Board or otherwise employees of the Center.

B. Notwithstanding any alleged act or omission by any member of the Control Board member or any personnel staffing the Center, each Member Municipality will be solely liable for the claim coverage and corresponding costs for any loss arising from or relating to a call for service in its jurisdiction.

C. All administrative and liability costs associated with employers' liabilities pursuant to Connecticut's Workers' Compensation statutes will be included for purposes of determining the Proposed Budget and Operating Budget under Section 6(E).

Section 8. Equipment and Property Ownership, Employees.

A. Ownership of furniture, fixtures and equipment contributed by Fairfield and Westport, respectively, during the initial period of construction and build-out of the Center will remain with the contributing municipality, and responsibility for maintenance and licensing of such assets will remain with the contributing municipality.

B. Furniture, fixtures and equipment procured by Fairfield during initial period of construction and build-out of the Center will be owned $\frac{1}{2}$ by Fairfield and $\frac{1}{2}$ by Westport. Furniture, fixtures and equipment procured by Fairfield after the initial construction and build-out period will be owned as follows: 67% Fairfield; and 33% Westport. Upon termination of this Agreement, property shall be distributed on the basis of current value of the furniture, fixtures and equipment and the applicable cost share percentage of the property at time of purchase.

C. If, upon the earlier of the termination of this Agreement or the date that Westport ceases

to be a Member Municipality, the two computer server nodes purchased by Westport in 2019 are still in use at the Center, then Westport will be entitled to remove the server nodes from the Center or, at Westport's election, to a payment equivalent to the fair market value of the server nodes.

D. Upon the operational date of the Center, Westport will terminate the employment of, and Fairfield will offer employment to, each of the current full-time, qualified, Westport civilian dispatchers. Those Westport employees who wish to transfer their employment to the Center must commit to the move at least five (5) months prior to the operational date of the Center. Fairfield will provide full recognition of years of service for purposes of compensation, benefits (to the extent allowed by law) and selection of assignments.

Section 9. Insurance.

Each Member Municipality shall maintain in force at all times during the term of this Agreement its customary property, casualty, liability and workers' compensation insurance coverages.

Section 10. Administration of Agreement.

A. The Member Municipalities agree that no interlocal advisory board, as permitted by Connecticut General Statutes Section 7-339b(a)(2), is required to accomplish the purposes of this Agreement.

B. The Center's Chief Administrative Officer and Chief Financial Officer shall report to an operational control board (the "Control Board"). The members of the Control Board shall be the Fairfield Police Chief, the Westport Police Chief, the Fairfield Fire Chief and the Westport Fire Chief. The First Selectwoman of Fairfield and First Selectman of Westport or their designees shall be ex officio members of the Control Board. The Control Board shall hold regular meetings once per calendar quarter to review Dispatch Services and resolve any pending matters. The Fairfield Police Chief shall be responsible for convening the regular quarterly meetings. The Control Board shall hold a budget meeting each November to review and approve the Proposed Budget for the next fiscal year. The Control Board shall hold a special meeting upon the request of the police chief and fire chief of at least two (2) Member Municipalities to discuss any matter or matters related to the Center. Meeting Agendas and Minutes of each regular, budget and special meeting of the Control Board shall conform to the provisions of the State's Freedom of Information Act.

C. Ratifying Members will not have voting membership but shall receive notice of each meeting of the Control Board and such notice shall be delivered to the police chief, fire chief and EMS chief of each Ratifying Member, and the police chief, fire chief and EMS chief of each Ratifying Member shall be entitled to attend and be heard at any meeting of the Control Board. Minutes of each regular, budget and special meeting of the Control Board shall be provided to the police chief, fire chief and EMS chief of each Member Municipality.

D. The vote of a majority of the members of the Control Board shall be required to take action on any matter coming before the Control Board. In the case of a tie vote, the First Selectman of Fairfield and the First Selectman of Westport, shall cast a single deciding vote but only if they can jointly agree. If they cannot jointly agree, the parties will proceed with the dispute resolution procedures in Section 11(J).

E. Any member of the Control Board may designate a member of his/her department to participate and vote in his/her place at any regular, budget or special meeting of the Control Board.

F. In addition to the powers and responsibilities described elsewhere in this Agreement, the following matters shall be within the purview of the Control Board.

- i. Establishing and modifying protocols for Dispatch Services.

- ii. Training and discipline recommendations to the Chief Administrative Officer for employee misconduct and violations of procedures.
- iii. Selecting the hardware and software for the Center.
- iv. Establishing and modifying standard operating procedures for the Center.
- v. Authorizing purchase orders and contracts for goods and services for the Center in excess of \$10,000.00.
- vi. Developing schedules for replacement of equipment and equipment upgrades.
- vii. Appointment of a civilian Chief Administrative Officer. The Chief Administrative Officer will initially be a sworn Fairfield police officer but may, by majority vote of the Control Board, be a civilian director.
- viii. Approval of personnel prior to assignment to the Center and recommendation and approval of promotions of personnel assigned to the Center.

Section 11. Miscellaneous.

A. Definition of Field Equipment. For purposes of this Agreement, “Field Equipment” means and includes all communications equipment necessary for a Member Municipality’s police, fire, and EMS personnel to effectively transmit voice and data to the Center and receive voice and data transmitted by the Center, including, without limitation, back-up systems and accessories. By way of example, Field Equipment includes mobile and hand-held two way radios, land line telephones, smart phones and mobile data terminals.

B. Assignment. The rights and obligations of the Member Municipalities under this Agreement are non-assignable.

C. Waivers. The failure of a Member Municipality to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. The waiver of any of the terms and conditions of this Agreement shall not be construed to be a waiver of any other term or condition of this Agreement.

D. Integration. This Agreement incorporates all the understandings of the Member Municipalities and supersedes any and all agreements with respect to the subject matter hereof reached prior to the execution of this Agreement, whether oral or written.

E. Severability. If any provision of this Agreement or part thereof is determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, such provision or part thereof shall be modified to the minimum extent necessary to render such provision enforceable and preserve the parties' intent or, if not possible, severed, and in either case the other terms and provisions of this Agreement shall continue in full force and effect.

F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. A facsimile or .pdf copy of a signature or electronic signature of a party hereto shall have the same force and effect and validity as an original signature.

G. Governing Law. This Agreement shall be deemed to be entered into, executed and

performed in the State of Connecticut and shall, at all times, be subject to the laws of the State of Connecticut, exclusive of conflict of laws rules.

H. Captions. The captions used herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the intent of any section or paragraph hereof.

I. Notices. All notices required under this Agreement shall be in writing addressed to a Member Municipality at the address of the Member Municipality's town hall or city hall, as applicable, and labeled "Attention First Selectman" or "Attention Mayor", as applicable, and shall be deemed to have been duly given on the date delivered if sent by certified or registered mail return receipt requested or nationally recognized express delivery service, or on the date of hand delivery.

J. Dispute Resolution Process. Any dispute between or among Member Municipalities (each a "Party" and collectively, the "Parties") arising out of this Agreement shall be resolved in accordance with this Section 11(J) with the understanding that all statements and efforts to resolve the dispute prior to arbitration and any agreed-upon resolution shall not prejudice the legal position of any Party in any subsequent proceeding.

i. The dispute resolution process will commence when a Party that believes that it is aggrieved by a dispute delivers written notice to each Member Municipality describing the nature of the dispute and identifying the Parties to the dispute (a "Dispute Notice").

ii. Within one (1) week of receipt of the Dispute Notice, each Party identified in the Dispute Notice shall designate a representative from among the following individuals: chief of police; chief of fire department; or chief of EMS (a "Designated Representative"), to negotiate a resolution of the dispute.

iii. Within two (2) weeks of receipt of the Dispute Notice, the Designated Representatives of the Parties shall meet in person at a neutral location and negotiate in good faith to resolve the dispute. The Designated Representatives shall meet in person at least once. After the in-person meeting, the Designated Representatives may communicate by telephone, text message or e-mail and/or schedule one or more follow-up in-person meetings. If the Designated Representatives reach agreement upon a resolution of the dispute, the resolution shall be memorialized in writing and approved by majority vote of the Control Board.

iv. If the Designated Representatives are unable to resolve the dispute within three (3) weeks of the first in-person meeting or the resolution proposed by the Designated Representatives is not approved by the Control Board within two (2) months of the first in-person meeting, then the Parties will submit the matter to binding arbitration by a single arbitrator under the rules of the American Arbitration Association (AAA). Arbitration proceedings may be commenced by any Party by filing an application with the AAA.

v. Notwithstanding the above, no Party shall be obligated to follow the above dispute resolution procedures if the Party takes legal action seeking preliminary or temporary relief of an emergency nature.

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IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be executed by their duly authorized representatives.

TOWN OF FAIRFIELD

Signature: _____

Name: Brenda J. Kupchick

Title: First Selectwoman

Date: _____

TOWN OF WESTPORT

Signature: _____

Name: James S. Marpe

Title: First Selectman

Date: _____

CONNECTICUT DEPARTMENT OF TRANSPORTATION - 2019 SECTION 5310 AWARD LIST (FFY 2018 FUNDING)

Section 5310 Recipients	Project Description	FTA Amount	Non-FTA Amount	Project Cost	Grant Award
BRIDGEPORT/STAMFORD UZA (URBANIZED AREA)					
Traditional Projects					
St. Vincent's Special Needs Center, Inc.	< 30FT Vehicle (1)	\$48,800	\$12,200	\$61,000	CT-2020-002
The Kennedy Center, Inc.	< 30FT Vehicle (1)	\$48,000	\$12,000	\$60,000	CT-2020-002
The Kennedy Center, Inc.	Mobility Ombudsman - Coordinate mobility issues faced by seniors and individuals with disabilities in the Naugatuck Valley and Housatonic Valley regions. Proposal includes direct community involvement and outreach, maintaining a resource guide, and greater transportation funding advocacy.	\$171,024	\$42,756	\$213,780	CT-2020-002
The Kennedy Center, Inc.	Mobility Ombudsman - Coordinate mobility issues faced by seniors and individuals with disabilities in the Greater Bridgeport region. Proposal includes direct community involvement and outreach, maintaining a resource guide, and greater transportation funding advocacy.	\$175,584	\$43,896	\$219,480	CT-2020-002
The Transportation Association of Greenwich, Inc.	< 30FT Vehicle (1)	\$57,600	\$14,400	\$72,000	CT-2020-002
Town of Fairfield	< 30FT Vehicle (1)	\$53,600	\$13,400	\$67,000	CT-2020-002
Town of Middlebury	< 30FT Vehicle (1)	\$57,600	\$14,400	\$72,000	CT-2020-002
		\$612,208	\$153,052	\$765,260	
Nontraditional Projects					
ALS Association, Connecticut Chapter, Inc.	Provide round-trip accessible transportation for patients with an Amyotrophic Lateral Sclerosis diagnosis to ALS clinic appointments, research trials and recreational events.	\$50,000	\$50,000	\$100,000	CT-57-X006 CT-16-X039-02 CT-2020-002
Town of Easton	Provide on-demand transportation service for seniors and people with disabilities in Easton, CT where there is no fixed-route or ADA paratransit service available.	\$73,280	\$73,280	\$146,560	CT-16-X039-02
Town of Fairfield	Expand on-demand transportation service into late afternoon and early evening for seniors and people with disabilities in Fairfield, CT, where there is limited fixed-route and ADA paratransit service available.	\$27,552	\$27,552	\$55,104	CT-2020-002
Town of Trumbull	Provide on-demand transportation service for seniors and people with disabilities in Trumbull, CT where there is limited fixed-route and ADA paratransit service available.	\$71,283	\$71,283	\$142,566	CT-2020-002
		\$222,115	\$222,115	\$444,230	
HARTFORD & SPRINGFIELD, MA UZA					
Traditional Projects					
Amplify, Inc.	Mobility Ombudsman - Funding for a staff position at Amplify, Inc. (formerly North Central Regional Mental Health Board) to continue to coordinate mobility issues faced by individuals with disabilities in the Greater Hartford region. The staff position will assist with trip planning, identify transportation gaps, maintains a resource guide, analyzes IT opportunities to integrate existing global databases with local resources and provides outreach.	\$84,200	\$21,050	\$105,250	CT-2020-002
Church Homes, Inc. Congregational	< 30FT Vehicle (1)	\$55,200	\$13,800	\$69,000	CT-2020-002
Easterseals Capital Region & Eastern Connecticut, Inc.	< 30FT Vehicle (1)	\$48,000	\$12,000	\$60,000	CT-2020-002
Hockanum Valley Community Council, Inc.	< 30FT Vehicle (1)	\$38,400	\$9,600	\$48,000	CT-2020-002
MARC, Inc. of Manchester	< 30FT Vehicle (1)	\$51,200	\$12,800	\$64,000	CT-2020-002

CONNECTICUT DEPARTMENT OF TRANSPORTATION - 2019 SECTION 5310 AWARD LIST (FFY 2018 FUNDING)

Section 5310 Recipients	Project Description	FTA Amount	Non-FTA Amount	Project Cost	Grant Award
The ARC of the Farmington Valley, Inc.	< 30FT Vehicle (1)	\$51,200	\$12,800	\$64,000	CT-2020-002
Town of Berlin	< 30FT Vehicle (1)	\$53,600	\$13,400	\$67,000	CT-2020-002
Town of Plainville	< 30FT Vehicle (1)	\$58,000	\$14,500	\$72,500	CT-2020-002
Town of South Windsor	< 30FT Vehicle (1)	\$51,200	\$12,800	\$64,000	CT-16-X039-02 CT-2020-002
Town of Suffield	< 30FT Vehicle (1)	\$55,200	\$13,800	\$69,000	CT-2020-002
Town of Windsor	< 30FT Vehicle (1)	\$56,800	\$14,200	\$71,000	CT-2020-002
Town of Windsor Locks	< 30FT Vehicle (1)	\$55,200	\$13,800	\$69,000	CT-2020-002
		\$658,200	\$164,550	\$822,750	

Nontraditional Projects

The ARC of the Farmington Valley, Inc.	Operate two (2) vehicles in Farmington Valley area to serve people with disabilities with origins and destinations beyond 3/4 mile of a fixed route bus service.	\$42,720	\$42,720	\$85,440	CT-2020-002
Town of Enfield	Provide local fixed-route bus service (Magic Carpet) in Enfield where there is no existing local bus service and therefore no ADA paratransit. Service operates Monday-Saturday. Complementary ADA paratransit service will be provided in the service area, but funded 100% by CTDOT.	\$243,498	\$243,498	\$486,996	CT-2020-002
		\$286,218	\$286,218	\$572,436	

NEW HAVEN UZA

Traditional Projects

Adult Vocational Program, Inc.	< 30FT Vehicle (1)	\$40,800	\$10,200	\$51,000	CT-2018-007 CT-2020-002
Goodwill Industries of Southern New England, Inc.	< 30FT Vehicle (1)	\$51,200	\$12,800	\$64,000	CT-2020-002
The Kennedy Center, Inc.	Mobility Ombudsman - Coordinate mobility issues faced by seniors and individuals with disabilities in the Greater New Haven region. Proposal includes direct community involvement and outreach, maintaining a resource guide, and greater transportation funding advocacy.	\$84,000	\$21,000	\$105,000	CT-2020-002
Town of Guilford	< 30FT Vehicle (1)	\$56,000	\$14,000	\$70,000	CT-2020-002
Town of Woodbridge	< 30FT Vehicle (1)	\$49,600	\$12,400	\$62,000	CT-2020-002
Vista Life Innovations, Inc.	< 30FT Vehicle (1)	\$39,360	\$9,840	\$49,200	CT-2020-002
		\$320,960	\$80,240	\$401,200	

Nontraditional Projects

Estuary Transit District	Riverside Shuttle – Continuation of deviated fixed route service to provide connections with the Estuary Transit District Shoreline Shuttle, Shore Line East Commuter Railroad, and DATTCO S-Route.	\$66,503	\$66,503	\$133,006	CT-2020-002
Estuary Transit District	Provide mid-day service on deviated fixed route (Mid-Shore Express) from Old Saybrook to Middletown, CT, serving seniors and individuals with disabilities.	\$68,250	\$68,250	\$136,500	CT-2020-002
Estuary Transit District	Extend the hours of service of the Mid-Shore Express, which runs deviated fixed-route service between Old Saybrook and Middletown.	\$38,500	\$38,500	\$77,000	CT-2020-002

CONNECTICUT DEPARTMENT OF TRANSPORTATION - 2019 SECTION 5310 AWARD LIST (FFY 2018 FUNDING)

Section 5310 Recipients	Project Description	FTA Amount	Non-FTA Amount	Project Cost	Grant Award
Estuary Transit District	Administration, printing and advertising of taxi voucher program in the New Haven and Lower River Valley area, enabling individuals who use a wheelchair or other mobility devices to purchase a voucher for an accessible taxi at a lower, subsidized fare (half the regular fare).	\$9,472	\$9,472	\$18,944	CT-2020-002
North-East Transportation Company, Inc.	Accessible service in Meriden and Wallingford on weekdays, beyond the hours and 3/4 of a mile parameter required by ADA.	\$178,122	\$178,122	\$356,244	CT-16-X039-02
		\$360,847	\$360,847	\$721,694	

NORWICH/NEW LONDON UZA

Traditional Projects

Eastern Connecticut Transportation Consortium, Inc.	Mobility Ombudsman - Coordinate mobility issues faced by individuals with disabilities in the Eastern region. The staff position will assist with trip planning, identify transportation gaps, maintain a resource guide, analyze opportunities to integrate existing global databases with local resources and provide outreach.	\$62,171	\$26,390	\$88,561	CT-2020-002
Easterseals Capital Region & Eastern Connecticut, Inc.	< 30FT Vehicle (1)	\$48,000	\$12,000	\$60,000	CT-2020-002
The ARC Eastern Connecticut, Inc.	< 30FT Vehicle (1)	\$48,800	\$12,200	\$61,000	CT-2020-002
Town of East Lyme	< 30FT Vehicle (1)	\$49,600	\$12,400	\$62,000	CT-2020-002
Town of Lebanon	< 30FT Vehicle (1)	\$51,200	\$12,800	\$64,000	CT-2017-009
Town of Lisbon	< 30FT Vehicle (1)	\$48,000	\$12,000	\$60,000	CT-16-X039-02
		\$307,771	\$87,790	\$395,561	

Nontraditional Projects

Eastern Connecticut Transportation Consortium, Inc.	Operate accessible transportation voucher program to allow seniors and people with disabilities to purchase accessible transportation vouchers with participating livery and lift-equipped providers. Services will go above and beyond ADA service area and service hours.	\$57,533	\$57,533	\$115,066	CT-2017-009 CT-2019-001
		\$57,533	\$57,533	\$115,066	

RURAL, SMALL & WORCESTER UZA

Traditional Projects

City of Meriden	< 30FT Vehicle (1)	\$57,600	\$14,400	\$72,000	CT-16-X039-02
City of New Britain	< 30FT Vehicle (1)	\$49,600	\$12,400	\$62,000	CT-16-X039-02
City of Torrington	< 30FT Vehicle (1)	\$51,200	\$12,800	\$64,000	CT-2020-002
Easter Seal Rehabilitation Center of Greater Waterbury, Inc.	< 30FT Vehicle (1)	\$51,200	\$12,800	\$64,000	CT-16-X039-02 CT-2017-009 CT-2018-007 CT-2019-001 CT-2020-002
The ARC of Litchfield County, Inc.	< 30FT Vehicle (1)	\$48,800	\$12,200	\$61,000	CT-2020-002
Town of Burlington	< 30FT Vehicle (1)	\$53,600	\$13,400	\$67,000	CT-2020-002
Town of Ellington	< 30FT Vehicle (1)	\$50,400	\$12,600	\$63,000	CT-2019-001
		\$362,400	\$90,600	\$453,000	

Nontraditional Projects

Eastern Connecticut Transportation Consortium, Inc.	Printing, advertising and administration of the accessible transportation voucher program in the Eastern region of the state.	\$6,943	\$6,943	\$13,886	CT-2020-002
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CONNECTICUT DEPARTMENT OF TRANSPORTATION - 2019 SECTION 5310 AWARD LIST (FFY 2018 FUNDING)

Section 5310 Recipients	Project Description	FTA Amount	Non-FTA Amount	Project Cost	Grant Award
Northwest Connecticut Transit District	Expanded Dial-a-Ride transportation to seniors and individuals with disabilities for medical services in the Northwest region of the state.	\$50,000	\$50,000	\$100,000	CT-2020-002
The WHEELS Program of Greater New Milford, Inc.	Provide demand-response transportation for rides to non-emergency medical appointments for seniors and individuals with disabilities in New Milford, CT and surrounding towns. Proposal includes funding volunteer recruitment, retention and management (both drivers and administrative/support staff); program administration and vehicle insurance.	\$93,325	\$93,325	\$186,650	CT-16-X039-02
		\$150,268	\$150,268	\$300,536	
	TOTALS	\$3,338,520	\$1,653,213	\$4,991,733	

SECTION I. APPLICANT INFORMATION

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

Agency/Organization Type:

- ☐ Private Nonprofit Organization*
- ☒ State or Local Governmental Entity

***Additional Requirement**

If your organization is a Private Nonprofit Organization (NPO), include a copy of your Articles of Incorporation to this application, even if your organization has previously received Section 5310 grant funding. Applicants that are State or Local Governmental Entities are exempt from this requirement.

Description of Organization Mission & Purpose:

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

Description of Transportation Services Provided:

The Bigelow center provides curb-to-curb bus services to Fairfield residents ages 60 and over; people with disabilities; and veterans, for daily trips to the senior center and social services; weekly grocery shopping; medical appointments, shopping mall and hairdresser, barber, library and special local trips. Physically frail individuals may enter and exit our buses using assistive devices, such as canes or walkers with minimal assistance from drivers. Individuals in wheelchairs receive assistance to enter the wheelchair lift (operated by trained driver). Riders must be capable of entering and exiting the buses and homes independently or with the assistance of an escort or aide.

Current Transportation Service Area (list of towns):

Fairfield, Bridgeport and Trumbull medical appointments and Trumbull Mall

Current Transportation Service:

	Start (AM/PM)	End (AM/PM)	# of Passenger Trips
Sunday			
Monday	8:30 AM	3:00 PM	50-75
Tuesday	8:30 AM	3:00 PM	55-80
Wednesday	8:30 AM	3:00 PM	50-75
Thursday	8:30 AM	3:00 PM	55-70
Friday	8:30 AM	3:00 PM	45-70
Saturday			

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Description of Organization Mission & Purpose:

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

Description of Current Coordination Efforts w/ NPOs or Municipalities to Provide Transportation Service*:

Our transportation information is available for town residents on the Fairfield Human Services and Bigelow Center for Senior Activities websites. Also available on the websites are links to GBT Dial-a-Ride transportation, taxi information, and agencies that make available for a cost rides for seniors. Social Services and the Bigelow Center, as well as the transportation office have hard copies of each transportation service for all who need it. Our department meets with SWCAA (Southwestern Connecticut Area Agency on Aging) to review and discuss transportation options for seniors and people with disabilities on a regular basis. Those meetings are with: senior center directors; municipal agents for Veterans Services; municipal agents for the Aging; and municipal agents for people with disabilities.

***Additional Requirement**

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

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

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

We do not currently contract out services.

***Additional Requirement**

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

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

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

Explanation:

For transportation to and from the Bigelow Center, and for doctor's appointments from rider homes to an office and back, are restricted to Fairfield residents. When there is a day trip leaving from the Center to an activity, such as the mall, shopping, outing, Bigelow Center members, including those who reside outside of Fairfield, may participate. Trips originate at the Center and return to the Center. We have a .50 per trip (\$1.00) roundtrip charge to use the transportation service. Fees are waived for those experiencing financial hardship.

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Number of Drivers with (only) a Public Passenger Endorsement (PPE): 0
Number of Drivers with a Commercial Driver's License (CDL): 6
Number of Vehicles in Current Fleet: 5

***Additional Requirement**

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

SECTION II. PROJECT PROPOSAL

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

<input checked="" type="checkbox"/> One (1)	<input type="checkbox"/> Two (2)
---	----------------------------------

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

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

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

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

***Additional Requirement**

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

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

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

FFY 2018 TRADITIONAL SECTION 5310 CAPITAL APPLICATION

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

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

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

Fairfield, Bridgeport and Trumbull

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

	Vehicle 1			Vehicle 2		
	Start (AM/PM)	End (AM/PM)	# of Passenger Trips	Start (AM/PM)	End (AM/PM)	# of Passenger Trips
Sunday						
Monday	8:30 AM	3:30 PM	16-20			
Tuesday	8:30 AM	3:30 PM	20-24			
Wednesday	8:30 AM	3:30 PM	16-20			
Thursday	8:30 AM	3:30 PM	20-30			
Friday	8:30 AM	3:30 PM	20-30			
Saturday						

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

Information & Awareness Gaps

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

Geographical Gaps

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

Temporal Gaps

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

Client Gaps

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

Service Quality Gaps

- ☒ Accessible vehicle (non-taxi)

FFY 2018 TRADITIONAL SECTION 5310 CAPITAL APPLICATION

☐ Other (specify):

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

A majority of Fairfield residents, including in senior housing, that are 62 and older, and people with disabilities who are not within 3/4 miles of a bus stop, are ineligible for GBT Access, door-to-door service. Many are also not within walking distance of a bus stop to take public transportation. Although taxis are available, as well as the taxi voucher program, it is a very costly mode of transportation. A majority of our riders are low-income or unable to afford a taxi. Our ridership consists of regular users who rely on affordable or no-cost transportation to meet their basic needs (banking, food shopping, doctors appointments).

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

We provide access seniors and people with disabilities not living within 3/4 mile of a fixed route.

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

Public notices, website information and written newsletters, as well as a quarterly program guide for the senior center serve as the primary means of communication to the public. In addition we are in the published "Senior To Go Guide" and the "KnowHowToGo.org" website. We provide senior and disabled housing, as well as libraries, doctors offices and supermarkets with our newsletters.

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

In addition to google translation we have access to translators through local social services agencies, in addition to onsite translators in Spanish, Portuguese and Hungarian. We have relationships with local organizations such as Greater Bridgeport Transit that could assist us as well. Our drivers also carry "show me" communications books that riders can point to their language so drivers know how to direct them for translations services needed. Title VI complaint forms and "Notices of a Person's Rights Under Title VI" are posted in six languages in all of our vehicles and in our facility.

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

10 Black	Pacific Islander	Alaskan Native	175 White
10 Hispanic	American Indian	5 Asian	2 Other

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

Figures were determined based on the unduplicated number of customers served and town demographic.

FFY 2018 TRADITIONAL SECTION 5310 CAPITAL APPLICATION

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

<input type="checkbox"/> Yes Explain the coordination in detail:	<input checked="" type="checkbox"/> No Explain any ongoing discussions or proposed plans to coordinate that have not yet come to fruition: We are presently in early conversations with the Trumbull Senior Center to explore ride-sharing options for senior/disabled transportation between towns. The hope is to expand services to areas not presently covered.
---	--

16. Would your organization operate the service provided with the vehicle(s) or contract out the service?

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

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

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
---	-----------------------------

*Additional Requirement

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

- 1) A copy of the Public Notice as it was published
- 2) A paid invoice from the newspaper (tear sheet)
- 3) A copy of each letter sent to transit operators in the proposed service area no less

FFY 2018 TRADITIONAL SECTION 5310 CAPITAL APPLICATION

than one week prior to the publish, and

4) Any written comments received from interested parties

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

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

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

Complaints are accepted in person, over the phone, by email, or anyway a resident/rider is able to communicate with staff. All complaints are acknowledged and are handled with courtesy and in an efficient and timely manner. Residents have access to the Director of Human Services and Human Services Commission if they are not satisfied with the complaint process or any decisions made upon investigation of a complaint. Residents also have access to their First Selectman. Accommodations can be made when necessary.

20. Who in your organization would be responsible for ensuring timely maintenance of the vehicle(s), completing quarterly reporting and communicating with the Connecticut Department of Transportation (CTDOT)? Include the name, title and contact information of the responsible individual(s) for each.

Julie DeMarco, Human Services Director; 203-256-3169; jdemarco@fairfieldct.org

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

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

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

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

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

**Advanced Wheels, 650 Coe Ave.
East Haven, CT, 06512**

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

Our vehicles are scheduled and inspected quarterly by our town DPW Garage. Once a year, the vehicles D.O.T. inspection; and wheelchair lift preventive maintenance/inspection.

SECTION III. BUDGET

VEHICLE 1

<u>Estimated Operating Expenses¹</u>	
a. Wages, Salaries & Benefits	\$144,405.00
b. Maintenance & Repair	\$4,500.00
c. Fuel	\$15,191.00
d. Insurance	\$
e. Administrative Overhead & General Expenses:	\$
f. Contract Services:	\$
g. Other Expenses (specify):	\$
TOTAL OPERATING EXPENSES	
	\$164,096.00
<u>Estimated Operating Income²</u>	
a. Passenger Revenue	\$5,590.00
b. Other Funding Sources (Ex. Agency budget, Fundraisers, Other grants)	
Funding Source 1 -	\$
Funding Source 2 -	\$
Funding Source 3 -	\$
Funding Source 4 -	\$
Funding Source 5 -	\$
Funding Source 6 -	\$
TOTAL OPERATING INCOME	
	\$5590.00
<u>Total Vehicle Cost³</u>	
a. Vehicle 1 Cost	\$67,000.00
TOTAL VEHICLE COST	
	\$67,000.00
<u>Federal Subsidy Requested⁴</u>	
a. Vehicle 1 FTA Subsidy Amount (80% of Vehicle 1 Cost)	\$53,600.00
TOTAL FEDERAL SUBSIDY REQUESTED	
	\$53,600.00
<u>Source of Match</u>	
a. Source of Match - Vehicle 1 (specify): donations	\$13,400
TOTAL MATCH	
	\$13,400

¹ Estimate all of the expenses associated with operating the requested vehicle.

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

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

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

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VEHICLE 2

<u>Estimated Operating Expenses⁵</u>	
a. Wages, Salaries & Benefits	\$0.00
b. Maintenance & Repair	\$
c. Fuel	\$
d. Insurance	\$
e. Administrative Overhead & General Expenses:	\$
f. Contract Services:	\$
g. Other Expenses (specify):	\$
TOTAL OPERATING EXPENSES \$	
<u>Estimated Operating Income⁶</u>	
a. Passenger Revenue	\$
b. Other Funding Sources (Ex. Agency budget, Fundraisers, Other grants)	
Funding Source 1 -	\$
Funding Source 2 -	\$
Funding Source 3 -	\$
Funding Source 4 -	\$
Funding Source 5 -	\$
Funding Source 6 -	\$
TOTAL OPERATING INCOME \$	
<u>Total Vehicle Cost⁷</u>	
a. Vehicle 2 Cost	\$
TOTAL VEHICLE COST \$	
<u>Federal Subsidy Requested⁸</u>	
a. Vehicle 2 FTA Subsidy Amount (80% of Vehicle 2 Cost)	\$
TOTAL FEDERAL SUBSIDY REQUESTED \$	
<u>Source of Match</u>	
a. Source of Match - Vehicle 2 (specify):	\$
TOTAL MATCH \$	

⁵ Estimate all of the expenses associated with operating the requested vehicle.

⁶ Indicate how your organization will pay for the expenses associated with operating the requested vehicle.

⁷ See the Application Instructions for available vehicle category classifications and pricing estimates. Applicants may contact CTDOT or the vendor Matthews Buses with additional questions on vehicle pricing.

⁸ The FTA will pay 80% of the cost of an accessible vehicle, not to exceed the amount estimated in the application or 80% of the actual vehicle cost, whichever is lower. The awarded recipient must fund the remaining cost (match).

SECTION IV. APPLICANT SIGNATURE

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

Grant Applicant Signature⁹: Julie DeMarco

Date: 02/22/2019

⁹ Name of person who completed the grant application.

SECTION V. CERTIFICATION FOR NONPROFIT ORGANIZATIONS & ELIGIBLE PUBLIC BODIES

Federal Transit Administration Section 5310 Program
Federal Fiscal Year 2018 Funding Cycle

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

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

I Michael C. Tetreau (Name of Authorized Official) certify that there are no non-profit organizations serving Fairfield, CT (Name of Organization) that meet the special transportation needs of seniors and individuals with disabilities.

Signature of Authorized Official¹⁰

Date

¹⁰ Authorized official may be an Executive Director, Mayor, Town Manager or First Selectman.

STATE MATCHING GRANT PROGRAM
ELDERLY AND DISABLED DEMAND RESPONSIVE TRANSPORTATION

MAINTENANCE OF EFFORT CERTIFICATION

SFY 2021 (JULY 1, 2020 THRU JUNE 30, 2021)	
Name of Municipality	<i>Click here to enter text.</i>
<p>The municipality (named above) hereby certifies that State of Connecticut 13b-38bb Elderly and Disabled Demand Responsive Municipal Grant Program (MGP) funds on transportation programs for seniors and persons with disabilities will be</p> <p style="text-align: center;">Choose an item.</p> <p>If municipal levels of funding will be reduced, please enter below the percentage of applicant funding that will be reduced.</p> <p style="text-align: center;"><i>Click here to enter text.</i></p>	

You may digitally enter your signature on the following line (please submit in WORD) or

DIGITAL SIGNATURE

X

You may enter your name, title, and date below then printout and sign (please submit in pdf):

Click here to enter text.

Name

X

Signature

Click here to enter text.

Title (i.e., Chief Fiscal Officer)

Click or tap to enter a date.

Date

ADDITIONAL COMMENTS

Click here to enter text.

STATE MATCHING GRANT PROGRAM
ELDERLY AND DISABLED DEMAND RESPONSIVE TRANSPORTATION

GRANT ASSIGNMENT CERTIFICATION

SFY 2021 (JULY 1, 2020 THRU JUNE 30, 2021)	
Name of Municipality	<i>Click here to enter text.</i>
Name of Coordinating Entity	<i>Click here to enter text.</i>
<p>Please check the box (to the right) acknowledging the municipality (named above) is participating in a consolidated grant application under the State of Connecticut 13b-38bb Elderly and Disabled Demand Responsive Municipal Grant Program (MGP). The municipality hereby assigns its grant apportionment from the State program to the above listed entity who will coordinate the operation of transportation services.</p>	
<div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div>	

You may digitally enter your signature on the following line (please submit in WORD) or

DIGITAL SIGNATURE

X

You may enter your name, title, and date below then printout and sign (please submit in pdf):

Click here to enter text.

Name

X

Signature

Click here to enter text.

Title (i.e., Chief Fiscal Officer)

Click or tap to enter a date.

Date

ADDITIONAL COMMENTS

Click here to enter text.

SECTION I. APPLICANT INFORMATION

Legal Name of Organization: Bigelow Center for Senior Activities (Town of Fairfield)	
Address: 100 Mona Terrace	
City/Town: Fairfield	Zip code: 06824
Website: https://www.fairfieldct.org/bigelowcenter	
Phone Number: 203-256-3169	
Contact Name: Julie DeMarco	
Contact Title: Director of Human Services	
Contact Email Address: jdemarco@fairfieldct.org	
Federal Employer Identification Number: 06-6001998	
Agency/Organization Type: <input type="checkbox"/> Private Nonprofit Organization* <input checked="" type="checkbox"/> State or Local Governmental Entity <input type="checkbox"/> Public Transportation Operator <input type="checkbox"/> Other (specify):	

***Additional Requirement**

If your organization is a Private Nonprofit Organization (NPO), include a copy of your Articles of Incorporation to this application, even if your organization has previously received Section 5310 grant funding. Applicants that are State or Local Governmental Entities or Public Transportation Operators are exempt from this requirement.

Description of Organization Mission & Purpose: Mission Statement: To provide services and programs for older adults that promote well being, support independence and encourage involvement in community life.			
Description of Transportation Services Provided: The Bigelow center provides curb-to-curb bus services to Fairfield residents ages 60 and over; people with disabilities; veterans for daily trips to the senior center and social services; weekly grocery shopping; medical appointments, shopping mall and hairdresser, barber library and special local trips. Physically frail individuals may enter and exit our buses using assistive devices, such as canes or walkers with minimum assistance from drivers. Individuals in wheelchairs receive assistance to enter the wheelchair lift (operated by trained driver).			
Current Transportation Service Area (list of towns): Fairfield, Bridgeport and Trumbull			
Current Transportation Service:			
	Start (AM/PM)	End (AM/PM)	# Passenger of Trips
Sunday			
Monday	8:30 AM	4:30 PM	
Tuesday	8:30 AM	4:30 PM	
Wednesday	8:30 AM	4:30 PM	
Thursday	8:30 AM	4:30 PM	

Section 5310 A Applicants Only

Description of Organization Mission & Purpose:

Mission Statement: To provide services and programs for older adults that promote well being, support independence and encourage involvement in community life.

Friday	8:30 AM	4:30 PM	
Saturday			

SECTION II. PROJECT PROPOSAL

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

☐ One (1)

☒ Two (2)

2. Why is your organization requesting operating funding? Describe your proposed project in detail.

We are requesting operating funds for two reasons. Many more seniors and people with disabilities have expressed frustration with the lack of evening transportation. We would like to continue to provide a late bus that would run after 3:00 PM, allowing for residents to participate in afternoon and early evening classes, as well as allow for later medical appointments. Currently we offer evening programs once a week until 8:00 PM with no transportation available.

We are presently exploring possible future collaboration with Trumbull and Stratford Senior Centers to partner for transportation for our sites/towns to the VA in West Haven. However at this time we are in the beginning phases of discussion.

We have also collaborating with Operation Hope, a non-profit organization located in Fairfield that provides food to more than 800 families and individuals through its food pantry. During the COVID pandemic, Bigelow Center Senior Transportation began a partnership with Operation hope to deliver groceries twice a month to those who cannot get to the food pantry. We would like to continue that service to the community with assistance from the grant.

3. How would the proposed project serve seniors and individuals with disabilities?

The Bigelow Center would like to offer expanded services by meeting more of the mobility needs of the senior and adults with disabilities, filling in the gaps of the public transportation system. Access to public transportation in Fairfield is limited with few fixed bus routes. A majority of Fairfield residents, including in senior housing, that are 62 and older, and people with disabilities who are not within 3/4 miles of a bus stop, are ineligible for GBT Access, door-to-door service. Many are also not within walking distance of a bus stop to take public transportation. Although taxis are available, as well as the taxi voucher program, it is a very costly mode of transportation. A majority of our riders are low-income or unable to afford a taxi. Our ridership consists of regular users who rely on affordable or no-cost transportation to meet their basic needs (banking, food shopping, doctors appointments).

The ability to deliver groceries from the Operation Hope food pantry to seniors and people with disabilities who are not able to get to the food pantry allows us to help ensure that they are receiving adequate nutrition and food, but also give department staff the ability to assess for other resources and services the senior/person with disabilities.

4. What is the proposed service area? List all of the towns to be served by this project and indicate the primary service location.

Fairfield, Trumbull, Bridgeport

5. When will the project operate and how many one-way trips are projected for each day?

Section 5310 Operating Application

	Start (AM/PM)	End (AM/PM)	# of Passenger Trips
Sunday			
Monday	8:30	4:30	8
Tuesday	8:30	4:30	8
Wednesday	8:30	4:30	8
Thursday	8:30	4:30	14
Friday	8:30	4:30	8
Saturday			

6. Would your organization operate the service or contract out the service?

<input checked="" type="checkbox"/> Applicant would operate service	<input type="checkbox"/> Contracted provider would operate service Identify the service provider below:
---	--

7. How does this proposed project go above and beyond the requirements of the Americans with Disabilities Act of 1990?

We provide access for residents not living within three-fourths of a mile of a fixed route.
--

8. Would your organization operate this service in coordination with another organization?

<input type="checkbox"/> Yes Explain the coordination in detail:	<input checked="" type="checkbox"/> No Explain any ongoing discussions or proposed plans to coordinate that have not yet come to fruition:
---	---

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

Information & Awareness Gaps <input type="checkbox"/> Inter-regional coordination <input type="checkbox"/> Informational awareness & service marketing <input checked="" type="checkbox"/> Centralized information resource <input type="checkbox"/> Passenger training Geographical Gaps <input type="checkbox"/> Service to/from rural areas <input type="checkbox"/> Inter/Intra-regional transportation Temporal Gaps	Client Gaps <input type="checkbox"/> Non-ADA eligible service <input checked="" type="checkbox"/> Door-to-Door service <input type="checkbox"/> Door-through-Door service <input checked="" type="checkbox"/> Other (specify): food pantry deliveries to those who cannot physical shop at the food pantry
--	--

Section 5310 Operating Application

<input checked="" type="checkbox"/> Weekday off-peak service <input type="checkbox"/> Weekend service <input type="checkbox"/> Holiday service <input type="checkbox"/> Urgent Non-Emergency Medical Transportation (NEMT) <input type="checkbox"/> Same-day service	
--	--

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

10 Black	Pacific Islander	Alaskan Native	175 White
10 Hispanic	American Indian	5 Asian	2 Other

11. Explain how the figures in question #9 were determined. Note that organizations not currently collecting this information from passengers may request it on a voluntary basis.

Figures were determined based on the unduplicated number of customers services in town.

12. How would your organization inform seniors and individuals with disabilities about the service?

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

13. How would your organization inform seniors and individuals with disabilities with Limited English Proficiency about the service?

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

14. How does this project proposal complement other sources of funding or grants received from local, state and/or federal public resources?

The Bigelow Center of Senior Activities will continue to work with GBT and local agencies, such as Operation Hope, as well as our social services staff, to ensure we are serving those not eligible for

Section 5310 Operating Application

other services. Our staff are well-acquainted with resources for food security for clients, as well as financial assistance and programs to assist families who may be struggling. Additional hours for appointments through transportation enables residents more options for appointments. Social Services staff work with case workers and family members of our riders, allowing us to better coordinate transportation among providers. We will continue to assist eligible riders to apply for GBT Access and Taxi Voucher programs, and arrange transportation with them through GBT as needed.

15. How would your organization resolve a complaint regarding transportation service?

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

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

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

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

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

16. Who in your organization would be responsible for ensuring timely maintenance of the vehicle(s), completing quarterly reporting and communicating with the Connecticut Department of Transportation (CTDOT)? Include the name, title and contact information of the responsible individual(s) for each.

Section 5310 Operating Application

Julie DeMarco, Human Services Director, 203-256-3169; jdemarco@fairfieldct.org

Section 5310 Operating Application

SECTION III. BUDGET - YEAR 1

State Fiscal Year:	2020
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<u>Estimated Operating Expenses</u>	
a. Wages, Salaries & Benefits	\$39,602.00
b. Maintenance & Repair	\$3,257.00
c. Fuel	\$2,567.00
d. Insurance	\$900.00
e. Administrative Overhead & General Expenses	\$4,635.00
f. Contract Services (specify) ¹ :	\$
g. Other Expenses (specify):	\$
TOTAL OPERATING EXPENSES	\$50,961.00

<u>Passenger Revenue</u>	
a. Estimated Revenue	\$931.00
TOTAL REVENUE	\$931.00

<u>Net Operating Costs</u>	
a. Net Operating Cost ²	\$50,030.00
TOTAL NET OPERATING COST	\$50,030.00

<u>Requested Operating Subsidy</u>	
b. Total Federal Section 5310 Subsidy Requested ³	\$25,015.00
c. Total CTDOT State Subsidy Requested ⁴	\$0.00
TOTAL YEAR 1 OPERATING SUBSIDY REQUESTED	\$25,015.00

<u>Source of Match</u> (Ex. Agency budget, local funding, other grant, fundraiser, donations, etc.)	
a. Source of Match 1 (specify): <u>Town of Fairfield</u>	\$25,015.00
b. Source of Match 2 (specify): _____	\$
c. Source of Match 3 (specify): _____	\$
TOTAL MATCH	\$25,015.00

¹ Estimated operating expenses for purchase of service projects should only be noted in Contract Services.

² Net operating cost is the operating expense minus the revenue.

³ FTA will pay 50% of the total net operating cost. Purchase of service expenses are funded at 80%.

⁴ Organizations that have received state subsidy in the past may request it again.

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SECTION IV. BUDGET - YEAR 2 (IF APPLICABLE)

State Fiscal Year:	2021
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<u>Estimated Operating Expenses</u>	
a. Wages, Salaries & Benefits	\$39,602.00
b. Maintenance & Repair	\$
c. Fuel	\$2,567.00
d. Insurance	\$
e. Administrative Overhead & General Expenses	\$4,635.00
f. Contract Services (specify) ⁵ :	\$
g. Other Expenses (specify):	\$
TOTAL OPERATING EXPENSES	\$43,202.00

<u>Passenger Revenue</u>	
a. Estimated Revenue	\$931.00
TOTAL REVENUE	\$931.00

<u>Net Operating Costs</u>	
a. Net Operating Cost ⁶	\$42,272.00
TOTAL NET OPERATING COST	\$42,272.00

<u>Requested Operating Subsidy</u>	
b. Total Federal Section 5310 Subsidy Requested ⁷	\$21,136.00
c. Total CTDOT State Subsidy Requested ⁸	\$0.00
TOTAL YEAR 2 OPERATING SUBSIDY REQUESTED	\$21,136.00

<u>Source of Match</u> (Ex. Agency budget, local funding, other grant, fundraiser, donations, etc.)	
a. Source of Match 1 (specify): <u>Town of Fairfield</u>	\$21,136.00
b. Source of Match 2 (specify): _____	\$
c. Source of Match 3 (specify): _____	\$
TOTAL MATCH	\$21,136.00

⁵ Estimated operating expenses for purchase of service projects should only be noted in Contract Services.

⁶ Net operating cost is the operating expense minus the revenue.

⁷ FTA will pay 50% of the total net operating cost. Purchase of service expenses are funded at 80%.

⁸ Organizations that have received state subsidy in the past may request it again.

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SECTION V. TOTAL BUDGET

<u>Operating Subsidy</u>	
Year 1 – Total Operating Subsidy Requested	\$21,136.00
Year 2 – Total Operating Subsidy Requested	\$21,136.00
TOTAL OPERATING SUBSIDY REQUESTED	\$42,272.00

SECTION VI. APPLICANT SIGNATURE

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

Grant Applicant Signature⁹: Julie DeMarco Date: _____

⁹ Name of person who completed the grant application.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Town Plan and Zoning Commission

(203) 256-3050

May 27, 2020

To: Board of Selectmen

From: Jim Wendt, Planning Director

Re: Cherry Street Abandonment

On May 26, 2020, the Town Plan and Zoning Commission voted to recommend favorably the request to abandon the remaining portion of Cherry Street. The Commission recommends that the proposed drainage easement shown as the attached map be finalized and recorded on the Land Records as a condition of abandonment.

JRW/ds

AMBROSE & STRAZZA, LLC

Attorneys at Law
1100 KINGS HIGHWAY EAST
FAIRFIELD, CONNECTICUT 06825

PETER AMBROSE
ALBERT T. STRAZZA*
ROBERT F. HILGENDORF
*LICENSED TO PRACTICE IN CT, NY & RI

TEL. (203) 333-2116
FAX (203) 334-6085

March 05, 2020

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

Re: Road Abandonment
Cherry Street

Dear First Selectwoman,

This office represents Scott Johnston, the owner of Fairfield Automatic Transmission (located at 2196 Kings Highway East), as well as Mark Sabia and Linda Lindwall, the owners of Circle Collision (located at 2230 Kings Highway East), which owners' properties border on the paper street known as, Cherry Street. Furthermore, a small piece of the parcel is owned by 2180 Kings Highway DE, LLC of 1720 Post Road, Fairfield, CT 06824. I enclose herewith a A2 Survey prepared by the Huntington Company which sets forth all properties in question. Said survey also depicts Cherry Street running through the center of both properties.

In the year 1980, the Board of Selectmen in the Town unanimously approved the abandonment of a portion of Cherry Street for a distance of 118 ft. My clients are requesting that the remainder of Cherry Street now be abandoned. This street has never been developed and the abandonment of the same would have no adverse effect on traffic circulation in this area, as they are now dead-ended into property owned by Bed, Bath & Beyond. The portion of this road will also allow both businesses to operate in a more efficient manner and would create additional tax revenue for the Town of Fairfield.

Please accept this correspondence as my clients' request to place this item on the Agenda for the next Board of Selectmen Meeting and thereafter, on the Agenda for the RTM. Please let me know if you require any additional information relative to this request. I thank you in advance for your attention to this matter.

Very Truly Yours,

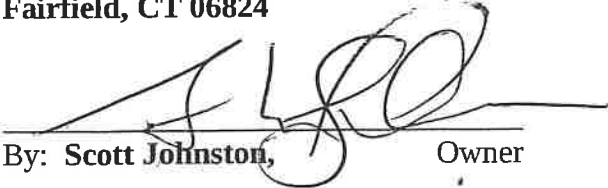
Peter Ambrose

D:\Andres\Letter for Abandonment.odt

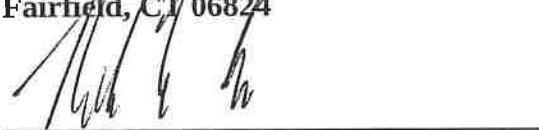
Consent For Abandonment of
Cherry Street, Fairfield, CT 06825

We the undersigned property and business owners, whose business properties border Cherry Street, seek the Abandonment of said Cherry Street by the Town of Fairfield. Said business owners, whose properties lay adjacent to Cherry Street, request that the paper road be divided equally between both businesses.

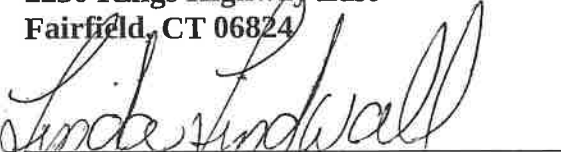
**Fairfield Automatic Transmission,
2196 Kings Highway East
Fairfield, CT 06824**


By: **Scott Johnston,** Owner

**Circle Collision,
2230 Kings Highway East
Fairfield, CT 06824**


By: **Mark Sabia,** Co-Owner

**Circle Collision,
2230 Kings Highway East
Fairfield, CT 06824**


By: **Linda Lindwall,** Co-Owner

Wendt, James

From: Carey, Brian
Sent: Thursday, January 2, 2020 9:59 AM
To: Hurley, William; Wendt, James; Rogers, Christopher
Cc: Bremer, Tom
Subject: RE: Cherry Street Rd. Abandonment (DISCONTINUANCE) request

Bill,

This would not have to go in front of the Land Acquisition Committee since it is just the abandonment of a paper road.

The Conservation Department would not have any issues with the abandonment of the ROW. The adjacent property owners are already using it for commercial car storage without paying taxes.

Best regards,

Brian Carey, Conservation Director
Sullivan Independence Hall, Second Floor
725 Old Post Road
Fairfield, CT 06824
203-256-3071

If you need to print this email or any attachments, reuse and recycle the paper.

Current Weather
<https://www.weatherlink.com/embeddablePage/show/39a644bf3dd64b778eba901c1c3bd0aa/signature>

From: Hurley, William <WHurley@fairfieldct.org>
Sent: Tuesday, December 31, 2019 3:38 PM
To: Wendt, James <JWendt@fairfieldct.org>; Rogers, Christopher <CRogers@fairfieldct.org>
Cc: Bremer, Tom <TBremer@fairfieldct.org>; Carey, Brian <BCarey@fairfieldct.org>
Subject: RE: Cherry Street Rd. Abandonment (DISCONTINUANCE) request

This "Paper Street" (ROW) has been utilized by the abutting property owners for some time. We would need to keep a drainage easement as pipe runs through the current Right of Way. Most of the area is paved or dirt and is being used as parking. One important item is abandonment would go to 3 owners not just two. I agree with Chris Rogers comment of exposing manhole and keeping access open to it at all times. Provision for no structures within drainage easement and prefer no structures within the old ROW. The 20 ft access should be enough but if structures are in the way, access could be difficult. Note utility wires and pole appear to be on private property. I am cc'ing Brian as Land Acquisition to make sure there is no Town use needed for this ROW parcel. I don't see use for gross particle separator or any Town structure for this location. I'm ok with discontinuance- check also with Town Attorney and correct process of abandonment –which is really discontinuance.

William Hurley P.E.
Engineering Manager
Fairfield Engineering Department
725 Old Post Road
Fairfield CT 06824
p 203-256-3015

From: Wendt, James <JWendt@fairfieldct.org>
Sent: Friday, December 27, 2019 11:54 AM
To: Hurley, William <WHurley@fairfieldct.org>; Rogers, Christopher <CRogers@fairfieldct.org>

Cc: Bremer, Tom <TBremer@fairfieldct.org>
Subject: FW: Cherry Street Rd. Abandonment request

Bill / Chris: Please see attached a request to abandon the remaining portion of Cherry Street. It appears that the a 20 foot drainage easement is proposed over the existing storm sewer. Please let me know if you have any comments regarding the Town’s abandonment of this right of way.

Jim

From: Bremer, Tom <TBremer@fairfieldct.org>
Sent: Friday, December 27, 2019 10:29 AM
To: Wendt, James <JWendt@fairfieldct.org>
Cc: Bertolone, Jackie <JBertolone@fairfieldct.org>; Carpenter, Jennifer <JCarpenter@fairfieldct.org>
Subject: FW: Cherry Street Rd. Abandonment request

Jim, I assume you are the appropriate department for this. If not let me know.

Jen, I assume you can put this on for consideration on the next appropriate BOS meeting after Jim has an opportunity to review.

From: James Baldwin <jbaldwin@cbklaw.net>
Sent: Tuesday, December 24, 2019 5:39 PM
To: Bremer, Tom <TBremer@fairfieldct.org>
Cc: jackielbertolone@gmail.com
Subject: Cherry Street Rd. Abandonment request

This should probably be reviewed by Jim and team and if all up to snuff, put on BOS agenda.

Best, Jim

James T. Baldwin



Town Attorney
Coles, Baldwin, Kaiser & Creager LLC
Attorneys and Counselors at Law
1 Eliot Place, 3rd Floor
Fairfield, Connecticut 06824

Tel: 203.319.0800 (Ext 302)
Fax: 203.319.1210

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- STREET ADDRESS #2196 & 2230 KINGS HIGHWAY
ASSESSORS MAP# 19 PARCELS# 479 & 485
ZONE DESIGNED COMMERCIAL DISTRICT
OWNER/APPLICANT SCOTT M. JOHNSTON C/O
FAIRFIELD AUTOMATIC TRANSMISSIONS
TRANS.
2196 KINGS HIGHWAY
FAIRFIELD, CT 06824
CIRCLE HOLDINGS OF CONNECTICUT, LLC
2230 KINGS HIGHWAY
FAIRFIELD, CT 06824
PROPOSAL ABANDON CHERRY STREET
DATE 11.06.01 SCALE 1"=20'

NOT VALID UNLESS EMBOSSED WITH SEAL OR
FIXED WITH THE LIVE STAMP OF THE SIGNATORY

TO MY KNOWLEDGE AND BELIEF, THIS MAP IS
SUBSTANTIALLY CORRECT AS NOTED HEREON

NO.	DATE	DESCRIPTION
REVISIONS		

<h1 style="text-align: center;">DATA ACCUMULATION PLAN</h1> <h2 style="text-align: center;">DEPICTING ROAD ABANDONMENT</h2> <p style="text-align: center;">PREPARED FOR</p> <p style="text-align: center;">SCOTT M. JOHNSTON C/O FAIRFIELD AUTOMATIC TRANSMISSIONS & CIRCLE HOLDINGS OF CONNECTICUT, LLC</p> <p style="text-align: center;">#2196 & #2230 KINGS HIGHWAY FAIRFIELD, CONNECTICUT</p> 				
DATE: NOVEMBER 6, 2019	SCALE: 1"=20'	DRAFTER: SJR	JOB NUMBER: 9019	PROJECT #: 9219
<div style="display: flex; justify-content: space-between; align-items: center;">  <div style="text-align: center;"> <p>THE HUNTINGTON COMPANY, LLC</p> <p>Consulting Engineers & Surveyors</p> <p>303 Linwood Avenue, Fairfield, CT</p> <p>203.259.1001</p> </div> <div style="font-size: 2em; font-weight: bold;">1/1</div> </div>				

From: [Atty Peter Ambrose](#)
To: [Wackerman, Karen](#); [Browne, Betsy](#)
Subject: RTM
Date: Monday, July 20, 2020 2:44:00 PM

Karen,

After careful consideration, I wish to withdraw my application for the Cherry Street Abandonment until I can make an actual presentation before the RTM.

Thank you,
Peter

--

Atty Peter Ambrose
Ambrose & Strazza, LLC
1100 Kings Highway East
Fairfield, CT 06825
203-333-2116
203-334-6085 Fax
attypeterambrose@gmail.com

PLEASE NOTE MY NEW EMAIL ADDRESS