TOWN SENIOR/DISABLED TAX RELIEF PROGRAM FOR FISCAL YEAR 2017

ASSESSOR'S REPORT TO THE RTM PER Chapter 95, Article III, Section 15.1
JUNE 27, 2016 (Rev.)

	FY 2018		FY 2017		CHANGE FY17 to FY18	
	# of Accounts	Amount	# of Accounts	Amount	# of Accounts	Amount
SENIOR/DISABLED TAX RELIEF PROGRAM						
Credit Program (non-reimburseable, no lien)	1428	$3,598,903	1462	$3,667,929	-34	$ (69,026)
Freeze Program (non-reimburseable, no lien)	0	$0	4	$12,544	-4	$ (12,544)
Deferral Program (reimburseable, lien)	10	$39,099	9	$32,080	1	$ 7,019
Summary - total number of accounts and total tax loss	**1438**	**$3,638,002**	**1475**	**$3,712,553**	**-37**	**-$74,551**

SCHEDULE OF APPLICATION ACTIVITY FY 2018

Total accounts-previous fiscal year	1475	1542	-67
New applications received	115	119	-4
Disallowed (Excess Income)	-17	-23	6
Disallowed (Excess Assets)	-4	-8	4
Disallowed (Non CT residents)	-2	-1	-1
Removed (sold, deceased, moved)	-96	-123	27
Removed (failed to refile)	-33	-31	-2
Summary - total number of accounts	**1438**	**1475**	**-37**

SCHEDULE OF INCOME RANGES FY 2018

	Credit		Freeze		Deferral		
	Married	Single	Married	Single	Married	Single	Total # of Accounts
$0-$17,600	15	127					142
$17,601-$25,100	33	198				1	232
$25,101-$31,000	29	162				1	192
$31,001-$37,100	45	139					184
$37,101-$45,600	54	134					188
$45,601-$53,200	71	86				2	159
$53,201 -$73,500	186	150			3	2	341
$73,501-$84,000	-	-	-	-	0	0	0
Totals	**433**	**996**	**0**	**0**	**3**	**6**	**1438**

SCHEDULE OF ASSESSMENT RANGES FY 2017

Assessment Range	# of Accounts	% of Total Accts.
$0-$300,180	829	57.65%
$300,181-$456,510	510	35.47%
$456,511-$599,800	64	4.45%
$599,801-$999,999	35	2.43%
Over $1,000,000	0	0.00%
Totals	**1438**	

AVERAGE TAX RELIEF RECIPIENT ASSESSMENT

Average Tax Relief Recipient Assessment-FY 2018	**$304,314**
Average Tax Relief Recipient Assessment-FY 2017	**$286,410**

SYNOPSIS

TOWN SENIOR/DISABLED TAX RELIEF PROGRAM FOR FISCAL YEAR 2017

ASSESSOR'S REPORT TO THE RTM PER Chapter 95, Article III, Section 15.1

JUNE 19, 2017

- The total benefits went from $3,721,553 (FY17) to $3,638,002 (FY18) or a decrease of $74,551 from last year.
- The number of signups for the Credit Program decreased from 1475 (FY17) to 1475. Total Credit Program Benefits changed from $3,667,929 (FY17) to $3,598,903 or a decrease of $69,026 from last year.
- There were no new Deferral Program signups. One account was recoded from last year. Total Deferral Program Benefits for (FY17) are $39,099.
- The number of Freeze Program signups changed from 4 in FY17 to 0 in FY18. Total Freeze Program Benefits changed from $12,544 (FY17) to $0,
- 13 benefit applications/reapplications for all programs were taken at the Senior Center. 847 benefit applications/reapplications were taken at Town Hall. Total benefit applications/reapplications for all programs for FY17 was 860.
- Tax relief articles were published in the Fairfield Senior Times newsletter and local news media. A summary of Tax Relief programs and benefits is posted on the Town website.

Ethics Commission

Seat	Name	Position	Party	Term Start	Term End
1	Toth, Marguerite H		R	07/16	07/18
2	Brogan, Christopher John	Chair '16	D	07/16	07/18
3	Bothwell, David G	Vice Chair '16	R	07/15	07/17
4	Carpenter, Janice I		R	07/15	07/17
5	Jay, Loretta	Secretary '16	D	07/15	07/17

Full	
Party	Count
Democrats	2
Republicans	3
Total Full	5

The Ethics Commission is responsible for investigating allegations of unethical behavior or violations of the Town Charter's Standards of Conduct by town employees and members of town boards.

If the commission finds "probable cause" that such behavior or violations have taken place, the commission holds a hearing. If commission members determine, after the hearing, that unethical behavior or a violation of the Standards of Conduct has taken place, they would recommend disciplinary action to the Board of Selectmen or the head of the department in which the employee works.

5/25/2017 5:09:41 PM

DAVID G.BOTHWELL

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Home: (203) 292-5719 Cell: (203) 561-9769
Email: law@dgbothwell.com

SUMMARY

Detail oriented, conscientious and well organized attorney with over fifteen years of experience in the civil and criminal courts. Well versed in trial practice, motion practice, research, negotiation and drafting of legal documents.

EXPERIENCE

DAVID G. BOTHWELL, ATTORNEY AT LAW
Westport, Connecticut
July, 2006 - Present
Attorney

Operate a solo law practice providing legal representation to clients in the areas of criminal defense, family law, debt collection and real estate transactions. Personally handle all aspects of representation, including client interview, investigation, writing of legal memoranda and briefs, motion practice and trials. Have successfully represented thousands of clients and have acted as lead counsel in numerous serious felony criminal trials.

HOUSATONIC COMMUNITY COLLEGE
Bridgeport, Connecticut
August, 2000 – June, 2010
Adjunct Professor – Business Law

Responsible for providing students with an understanding of fundamental principles of law and their application to business transactions. Topics that are concentrated on include the federal and state court systems, criminal law, constitutional law, contracts, torts, commercial sales, bankruptcy, internet law and corporations.

CONNECTICUT DIVISION OF PUBLIC DEFENDER SERVICES
Stamford, Connecticut
December, 2001 – July, 2006
Assistant Public Defender

Represented indigent clients in the area of criminal defense. Responsibilities included arguing bond reductions on behalf of clients at arraignment hearings, negotiating plea agreements with state prosecutors during pre-trial conferences, presenting arguments to judges during supervised pre-trials, preparing all necessary pre-trial and trial motions for adequate defense and representing clients at violation of probation hearings and criminal trials. Represented in excess

of two thousand clients in criminal proceedings, including as lead counsel on violation of probation hearings and jury trials.

LAW OFFICES OF KIERAN J. COSTELLO, P.C.
Fairfield, Connecticut
January, 1999 – January, 2001
Associate Attorney

Represented clients in the areas of civil, criminal, juvenile and family litigation, real estate transactions and housing. Responsible for researching and drafting contracts, motions, memorandums of law, letters of demand and settlement agreements. Handled all aspects of client purchase and sale of residential real estate. Appeared in court on a daily basis.

LAW OFFICES OF FRANK N. PELUSO, P.C.
Stamford, Connecticut
June, 1998 – January, 1999
Associate Attorney

Represented clients in a wide variety of legal matters not limited to civil and criminal litigation, housing, real estate, probate, family law and debt collection. Responsible for all aspects of client representation, appearing on behalf of clients in civil, criminal and housing courts on a daily basis.

STATE OF CONNECTICUT SUPERIOR COURT
Stamford, Connecticut
August, 1996 – June, 1998

Courtroom clerk responsible for the proper record keeping of criminal court proceedings and the maintenance of court files. Monitored criminal trials for accurate recording of trial minutes and assisted judges with administrative and clerical matters.

EDUCATION

QUINNIPIAC UNIVERSITY SCHOOL OF LAW
Hamden, Connecticut
Juris Doctorate, 1996

VILLANOVA UNIVERSITY
Villanova, Pennsylvania
Bachelor of Arts, Political Science, 1991

BAR ADMISSON

State of Connecticut, 1996
United States District Court, District of Connecticut, 2010

Jan Carpenter
144 Harbor Road
Southport, CT 06890
203-293-8889
janc@144h.com

SUMMARY

Seasoned financial executive with both Big 4 and Corporate experience. Deep industry expertise in advertising industry, including all aspects of finance, operations, administration, and technology management.

PROFESSIONAL EXPERIENCE

FINANCIAL CONSULTING PRACTICE, Southport, CT (2010 to present)
Provides business management services to high net worth individuals. Services include: revenue/billing management, cash flow management, vendor payment and administration, contract negotiation, office administration and management, coordination of video production, book editing and speaking assignments.

PUBLICIS & HAL RINEY, San Francisco, CA (1986 – 2006)
EVP, CFO (2001-2006)
Overall authority for operation of Finance, Human Resource, IT and Administration functions for advertising agency subsidiary of global Publicis network. Specific achievements include:

- Implementation of reporting systems for internal and external, global reporting schemes including information for GAAP reporting as well as foreign reporting requirements
- Development and implementation of new, comprehensive, financial controls as mandated by Sarbanes-Oxley

SVP, Director of Finance & Administration (1990-2001)
During my tenure, size of the agency grew to 400 employees with $900 Million in annual billings. In addition, agency transitioned from privately owned organization to publicly held. Responsible for agency hiring, administration of personnel policies and corporate insurance, coordination of benefits administration, and supervision of agency support staff including mailroom functions. Specific achievements include:

- Execution of all financial related activities during sale of company (including due diligence, financial reporting transition, etc.)
- Selection and implementation of new agency financial/media advertising system
- Evaluation of agency employee benefits, including employee benefit refinements
- Selection and implementation of integrated agency payroll/personnel systems
- Adoption of 401k employee retirement plan and Section 125 flexible spending cafeteria plan
- Development of new employee orientation seminar

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Southport, CT 06890
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Vice President of Finance, Controller (1986-1990)
Managed internal and external financial reporting systems for creatively driven advertising agency; responsible for the overall financial operations of the agency involving treasury management, client accounting, production cost controls, accounts receivable, corporate accounting. Specific achievements include:

- Selection and implementation of agency financial/media advertising systems
- Development and review of P&L and cash flow budgeting systems
- Negotiation of client contracts
- Creation of financial policy and procedures manual
- General office responsibilities include involvement with senior management on financial issues, management of corporate financial staff, and coordination of special projects

KPMG Peat Marwick - New York, NY (1980 – 1986)
Senior Consultant – Financial Management Consulting Practice (1984-1986)

- Delivered high profile financial management consulting assignments to corporate clients in multiple industries
- Participated in numerous consulting engagements involving financial and operational consulting topics including: litigation support, cash flow management systems, financial controls reviews and financial systems development

Supervising Senior Accountant – Audit Department (1980-1984)
Planned and directed the audits of corporate financial statements. Developed expertise in financial and operational audits, detailed financial analysis, and business financial policies and procedures

EDUCATION & CREDENTIALS

- Boston College – School of Management, Chestnut Hill, MA
  BS Accounting, Magna Cum Laude
- Certified Public Accountant – NY and CT
- Member of AICPA

VOLUNTEER WORK

- Investment Advisory Council Member - State of Connecticut Treasurer's Office - since 2012 - IAC provides oversight and advice to the State of Connecticut Treasurer regarding investment manager selections, and investment allocation for $30 billion of Connecticut Retirement Plans and Trust Funds

Loretta Jay, MA
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lorettajay@parasolservices.com www.parasolservices.com

Professional Summary

Highly experienced organizational leader with advanced problem solving and critical thinking skills. Objective program development, analysis and evaluations applied to diverse practice areas including child protective services, specialty healthcare, government and non-profit organizations. Focusing on strength-based applications, integration of both service delivery and research in the prevention and intervention of social problems. Expertise and experience in stigma, behavioral health, children with special needs, child abuse and neglect, celiac disease and food allergy.

Additional skills and background:

- Strong analytical skills and ability to conceptualize complex and abstract requirements in order to achieve objectives
- Able to manage the full spectrum of concurrent projects, including strategic program development, executive oversight, evaluation, quality improvement, funding acquisition, regulatory, reporting and accrediting expectations, and daily hands-on operations. Proven track record completing difficult projects on-schedule and on-budget
- Able to visualize, structure and organize disparate activities into succinct action and communication plans at both executive and project delivery levels
- Experienced manager of multi-member teams in highly complex environments
- Highly autonomous, able to work with very limited direction and oversight
- Diverse experience in the areas of behavioral health, children with special needs, child abuse and neglect/child protective services, foster care, reunification and adoption
- Specialized experience with digestive diseases, food allergy and intolerances, and the social-emotional impact of dietary restrictions
- Nationally recognized celiac disease expert

Select Accomplishments and Projects:

- Entrepreneurial Start-up of national organization, forging strategy for social change across multiple identities, and establishing partnerships with existing US non-profit leadership
- Evaluation Plan - Developed a comprehensive Evaluation and Implementation Plan for Connecticut's Department of Social Services' (DSS) *Delivering and Financing Children's Behavioral Health Services in Connecticut,* utilized by the state of CT Department of Children and Families *System of Care*
- Needs Assessment - targeting Day and Extended Day Treatment services for children in the greater Stamford (CT) community (Child Guidance Center of Southern Connecticut)
- Stakeholder Engagement - Conducted stakeholder analysis and engagement and guided marketing plan for St. Vincent's Autism and Developmental Services, establishing program's foothold in community
- Program Development
  - Developed autism-specific Birth to Three early intervention program and implementation plan
  - Developed and managed delivery of grant-funded and fee-for-service parent education and support programs for over 200 mothers, effectively increasing social support, access to resources and baby and child care knowledge to yield improved parenting and reduced incidence of child abuse and neglect
- Strategic Planning - Developed Ongoing Future Business Plan addressing national non-profit's goals and priorities with pharmaceutical industry, driving agency operations including collaborations and critical partnerships with major pharmaceutical thought leaders and stakeholders
- Clinical Research - Principal Investigator and Project Manager for the first-ever clinical research study about *Gluten in Medication*. Successfully applied for NIH/FDA grant, which funded this project.

Select Accomplishments and Projects, continued:

- Legislative Advocacy
  - By request, advised US Congressman Tim Ryan's office (OH -17) on approach and language of legislation, "Gluten in Medicine Identification Act of 2012," renamed the "Gluten in Medicine Disclosure Act of 2013"
  - Engaged CT State Representatives, Department of Education decision-makers and leaders of statewide non-profit to create a plan for educators to receive training to recognize signs of mental illness in children and make the necessary referrals. The subsequent Bill (PA-13-133) passed with bipartisan support
  - Invited by CT Congressmen Tony Hwang (R) and Jonathan Steinberg (D) to participate in planning to identify the need for and secure constituent support for medical food legislation
- Policy Development - Strategic management, consulting and planning with US Food and Drug Administration (FDA), resulting in powerful basis for the FDA's current agenda to label or ban gluten in medication
- Corporate Partnerships - Established relationships with Rite Aid, Walgreens, NCPIE, PhRMA, Perrigo resulting in financial backing and endorsement of identified social problem
- Crisis Intervention - Intervened at 11th hour before national cook-off competitions by identifying and training 70 high-profile international chefs and physicians, ensuring 1500 guests were safely and successfully accommodated
- Awareness
  - Co-founded Stigma-Free CT and chaired essay contest to end the stigma of mental illness that engaged state and local officials and community members
  - Co-founded and chaired Connecticut Celiac Walkathon (2004 – 2007), secured national and local sponsors, attracted more than 300 attendees each year and raised over $95,000 in small donations
  - Conceptualized, designed and managed multi-state billboard campaign along railroad platforms
- Public Relations - Achieved extensive media (newspapers, magazines, radio and television) coverage for identified topics, including A1 of the Washington Post (Feb. 11, 2003) and many other A1 and B1 news stories
- Publication in domestic and international periodicals for professionals and lay people: journals, newspapers, magazines and on-line mediums (e.g. Social Work Today, Today's Dietitian, Hospital Pharmacy, blogs, etc.)
- Continuing Education (CE) Projects
  - Developed and managed the implementation and accreditation of the first-in-the-country multi-disciplinary enduring program (mental health, dietary, nursing, etc.) about celiac disease, facilitating the development of integrated healthcare system, piloted by New Jersey's St. Barnabas Health Care System's 18 facilities
  - Secured funding, managed and was co-faculty for the development of *Celiac Disease Training for Pharmacists*, accredited by the *Accreditation Council for Pharmacy Education* (ACPE), deployed nationally
  - Oversaw and coordinated the development of *Celiac Disease for Primary Care*, involving internationally renowned faculty from Beth Israel Deaconess, Mayo Clinic and USC Keck School of Medicine

Professional Experience

Parasol, LLC, Fairfield, CT

2001-Present: *Founder and President of Consulting Organization*

Provision of direct and indirect consulting services to non-profits, schools, healthcare and government organizations; research and analysis, program development and implementation, program evaluation, quality improvement, needs assessments, grant writing and management (program and fiscal), awareness campaigns and training

B Stigma-Free, Fairfield, CT

2013-Present: *co-Founder and Executive Director*

Lead all aspects of national organization's start-up, business plan, network establishment and operations. Exceptional engagement and authentic professional relationship building with national, executive-level leadership representing multiple identities

National Foundation for Celiac Awareness, Ambler, PA
2008-2011, *Director of Program Development*
2011-2015, *Consultant*
Strategic design and implementation/management of the organization's healthcare and pharmaceutical initiatives in order to increase awareness of celiac disease, raise the diagnosis rate of people with celiac and improve the quality of healthcare services. Content expertise provided to support operations, special assignments including assessment, intervention and recovery of existing projects and team building. Identified funding sources and established partnerships, conducted needs assessments, developed surveys, wrote successful grant applications and managed implemented projects

Connecticut Department of Children and Families, Southwest Region, CT
1997-2001: *Social Work Supervisor: Investigations, Ongoing Services and Training Units*
1995-1997: *Children's Services Consultant, Contracts and Community Services, Southwest Region*
1989-1995: *Social Worker: Investigations and Ongoing Services Units*
Held multiple protective service roles including front line investigator to manager and trainer of staff servicing children and families in home and community settings, intervening on behalf of abused and neglected children and children with behavioral health needs. Family system work included domestic violence, substance abuse, mental health, criminal behavior, foster care, reunification and adoption. Adeptly led multi-disciplinary teams and supported work performance, statistics, action plans, legal work, progressive discipline, high-risk and high profile cases and staff situations. Member of various community coalitions including System of Care, Sexual Abuse Response Team, Domestic Violence Team, Policy and Healthcare Teams

Provided administrative oversight of DCF-funded community programs serving children who were abused or neglected and their families, and children with behavioral health needs, integrating DCF policies and protocols with management of funded programs to yield effective consumer, DCF and provider-friendly services. Developed and implemented RFPs and led review process; developed performance-based measures and assured the programmatic and fiscal quality of funded programs; analyzed regional resources and needs, and recommended to the Commissioner how to allocate funds to meet the community's needs; developed and ran training programs for field staff and community providers

Education

- Certificate, Protecting Human Research Participants, 2011. The National Institutes of Health (NIH) Office of Extramural Research
- M.A. Community Psychology, concentration in Program Development, 2001. University of New Haven
  - Outstanding Achievement in the M.A. in Community Psychology Award, 2001
  - Psi Chi Honor Society for Psychology
- B.E.S. Social Sciences and Social Work, 1988. University of Bridgeport
  - Cum Laude
- Spanish, 1987. Universidad de las Americas, Puebla, Mexico

Professional Associations

- Society for Community Research and Action (SCRA)
- American Evaluation Association (AEA)

Select Volunteer Affiliations, Associations and Recognitions

- National Alliance on Mental Illness, Fairfield Affiliate, Board Member 2012-present
- Fairfield (CT) District-level School Climate Team, 2012-present
- Bridgeport Child Advocacy Coalition (BCAC), 1995-2003, 2006-2013
- *2011 Testifiers Award,* Mental Health Association of Connecticut, Inc.
- American Partnership for Eosinophilic Disorders (APFED), Public Relations, 2007-2009
- League of Women Voters of Fairfield, Board Member, 2006-2007; Director 2007-2010

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- Greater New Haven Celiac Group, Co-Chair Children's Group and Board Member, 2003-2007
- Communities Against Violence in the Home, YWCA (now The Center for Family Justice) Steering Committee 1996-8
- Congregation for Humanistic Judaism, Board Member & Publicity Director 2012-2014
- Fairfield Recreation Department Soccer Coach, 2011-2013; FUSA Soccer Team Manager, 2013-present

Memorandum

To: Board of Selectmen

From: Mark S. Barnhart, Director of Community & Economic Development

Date: 5/12/2017

Re: 2017 Neighborhood Assistance Act Program

As you know, the Town has solicited program proposals from municipal agencies and community non-profit organizations for funding consideration under the Neighborhood Assistance Act (NAA) program.

This program allows businesses to claim a State tax credit for cash contributions made to qualifying community programs conducted by tax exempt or municipal agencies. The types of community programs that qualify for the NAA tax credit program include, but are not necessarily limited to: energy conservation; employment and training; child care services; neighborhood assistance; substance abuse; open space acquisition; crime prevention programs and affordable housing development. The minimum contribution on which a tax credit may be granted is $250, and the maximum contribution that any non-profit or municipal entity can receive under this program is $150,000. There are no Town funds involved in this program.

In order to be considered, applications must be completed in full, approved locally following a public hearing, and submitted to the Department of Revenue Services (DRS) no later than July 1, 2017. Attached for your consideration is a summary of the applications that were received by the April 21, 2017 deadline.

In order to meet the aforementioned submission deadline, I would request that you consider this matter at your next regularly scheduled Board meeting, which I understand to be May 17, 2017.

May 12, 2017

Information and Justification Regarding the Neighborhood Assistance Act Program

1. *BACKGROUND*: The Neighborhood Assistance Act (NAA) program is a State program administered by the Department of Revenue Services that allows eligible businesses to apply for and receive a State tax credit for cash contributions made to qualifying community programs conducted by tax exempt or municipal agencies. More information can be found on the DRS website at www.ct.gov/drs.

2. *PURPOSE AND JUSTFICATION*: The program is designed to provide funding to municipal and tax-exempt entities by incentivizing donations made by private companies owing a State corporate tax liability. The Town's role is limited to designating a municipal liaison to work with DRS, conducting a public hearing and soliciting applications from eligible municipal and non-profit entities, which activities must be approved by the Town's legislative body prior to their being submitted to DRS by the July 1st deadline.

3. *DETAILED DESCRIPTION OF PROPOSAL*: See attached summary of applications received.

4. *RELIABILITY OF ESTIMATED COSTS*: There are no Town funds involved. The applicants are responsible for all project cost estimates, and administering any funds received through donations.

5. *PAYBACK PERIOD*: Not Applicable. There are no Town funds involved.

6. *ADDITIONAL LONG RANGE COSTS*: Not Applicable. There are no Town funds involved.

7. *ADDITIONAL USE OR DEMAND ON EXISTING FACILITIES*: Not Applicable

8. *ALTERNATES TO THIS REQUEST*: Participation in the NAA program is optional. Towns may decide not to participate in the NAA program. As of last year, sixty-nine communities had designated a municipal liaison and were participating in the NAA program.

9. *SAFETY AND LOSS CONTROL*: Not Applicable

10. *ENVIRONMENTAL CONSIDERATIONS*: Not Applicable

11. *INSURANCE*: Not Applicable

12. *FINANCING*: Not Applicable

13. *OTHER CONSIDERATIONS*: Not Applicable

14. *OTHER APPROVALS*: Board of Selectmen (5/17) Public Hearing (tentatively scheduled for June 14), and RTM approval prior to submission to DRS by July 1st deadline.

2017 Neighborhood Assistance Act
Town of Fairfield Applicants

Program	Agency Sponsor	Agency Address	Funds Requested	Other Funds	Tax Credit	Program Category
Arts Program for the Community	Fairfield Theatre Company	70 Sanford Street, Fairfield	$ 100,000	$ 2,570,000	60%	Community Arts Programming
Phase III Renovation & Energy Upgrades	Fairfield Theatre Company	70 Sanford Street, Fairfield	$ 100,000	$ 1,215,292	100%	Energy Conservation
School Field Trip Experience for Underserved Youth	Fairfield Historical Society	370 Beach Road	$ 10,000	$ 2,750	60%	Program serving Low Income Populations
Financial Literacy Program & Life Skills Development	Jr. Achievement of Western CT	835 Main Street, Bridgeport	$ 20,000	$ 30,000	60%	Other: Supplemental financial literacy programes
Southport Clubhouse Energy Efficient Upgrades	Wakeman Memorial Association	385 Center Street, Southport	$ 26,066	$ -	100%	Energy Conservation
Community Hunger & Homelessness Services	Operation Hope of Fairfield	636 Old Post Road, Fairfield	$ 150,000	$ 1,150,674	60%	Program serving Low Income Populations
Multi Media Senior Center Dining Hall	Fairfield Bigelow Center for Senior Activities	100 Mona Terrace, Fairfield	40,000	-	60%	Program serving Low Income Populations

Memorandum

To: Board of Selectmen

From: Mark S. Barnhart, Director of Community & Economic Development

Date: May 10, 2017

Re: Program Year 43 Annual Plan, Community Development Block Grant

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The proposed Program Year 43 (October 1, 2017–September 30, 2018) Community Development Block Grant (CDBG) activities are herein submitted for your approval.

The Community Development Block Grant (CDBG) Program is authorized under Title I of the Housing and Community Development Act of 1974, and is administered by the U.S. Department of Housing and Urban Development (HUD) through its Office of Community Planning and Development. The primary objective of this program is the development of viable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income. As a municipality with a population of more than 50,000 persons, the Town of Fairfield qualifies as an entitlement community, meaning that it receives an annual allocation of CDBG funds.

Each year, the Town must prepare an Annual Action Plan that identifies those projects and activities that it proposes to fund through CDBG for the upcoming year. The Town is required to develop and adhere to a citizen participation process that includes the community in the development of its Annual Action Plan. In accordance with its citizen participation plan, the Town conducted the first of two scheduled public hearings to solicit comments on housing and community development needs on February 21, 2017. A second public hearing was held regarding the proposed allocation priorities on May 9, 2017.

The Town of Fairfield has not received notice to date of its CDBG allocation for the upcoming PY43 program year. We have used the current year's CDBG allocation of $468,093 for planning purposes as we have done in previous years. Please note that the proposed budget presented hereto includes $11,907 in estimated program income. Please also keep in mind that the Town may allocate not more than fifteen percent (15%) of its entitlement to public service category activities and that general administrative costs cannot exceed twenty percent (20%) of the allocation.

5/10/2017

I respectfully request your timely and favorable consideration of the proposed PY 43 CDBG activities at your May 17, 2017, meeting so that we might prepare and submit our Annual Action Plan to HUD. Please do not hesitate to contact me in the event that you have any questions.

Thank you for your consideration.

Information and Justification Regarding the Community Development Block Grant

1. *BACKGROUND*: HUD designates Fairfield as an entitlement community for its CDBG program. As an entitlement community, the Town receives grant funds in an amount established by HUD for each fiscal year to be used for various HUD eligible activities.

2. *PURPOSE AND JUSTFICATION*: The objective of this program is to develop viable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income.

3. *DETAILED DESCRIPTION OF PROPOSAL*: See attached program description.

4. *RELIABILITY OF ESTIMATED COSTS*: The grant funds are a fixed amount established annually by HUD.

5. *PAYBACK PERIOD*: Not Applicable

6. *ADDITIONAL LONG RANGE COSTS*: Not Applicable

7. *ADDITIONAL USE OR DEMAND ON EXISTING FACILITIES*: Not Applicable

8. *ALTERNATES TO THIS REQUEST*: Not Applicable

9. *SAFETY AND LOSS CONTROL*: Not Applicable

10. *ENVIRONMENTAL CONSIDERATIONS*: HUD requires that all recipients of CDBG funds follow Federal regulations as contained in 25 CFR Part 58, thereby furthering the purposes of the National Environmental Policy Act of 1969.

11. *INSURANCE*: Not Applicable

12. *FINANCING*: Not Applicable

13. *OTHER CONSIDERATIONS*: Not Applicable

14. *OTHER APPROVALS*: Public Hearings (conducted on 2/21 and 5/9), Board of Selectmen, RTM, and 30 Day Public Comment Period prior to submission to HUD.

Town of Fairfield
Office of Community and Economic Development
PY 43 Annual Allocation Plan
Community Development Block Grant Program

Public Service Activities (15%)		
Operation Hope Shelter Operating Costs	$	12,000
Operation Hope Case/Property Management	$	12,000
Center for Family Justice Advocacy/Support	$	10,500
Lifebridge Mental Health/Counseling Services	$	12,000
Grasmere by the Sea Social Worker	$	9,000
BOE Special Education Vocational Training	$	3,500
Connecticut Legal Services	$	4,000
Jewish Home for the Elderly Elder Abuse	$	4,500
History Museum Education Program	$	3,000
Subtotal	$	70,500
Public Facilities and Non-Housing Needs		
DPW Street/Sidewalk Improvements	$	75,000
Micro-Enterprise Assistance	$	10,000
Subtotal	$	85,000
Affordable Housing Activities		
Multi-Family Rehab Program	$	50,000
Single-Family Rehab Program	$	60,000
Handyman	$	16,000
Homeownership Assistance	$	60,000
Parish Court Life Safety Upgrades	$	30,000
Kennedy Center Broadhurst Manor	$	12,500
Subtotal	$	228,500
Program Administration (20%)		
Administration	$	96,000
Subtotal	$	96,000
Total	**$**	**480,000**

CDBG PROGRAM YEAR 43 SUMMARY

USES:

Public Service Activities (<15%)	$	70,500
Public Facilities and Non-Housing Needs	$	85,000
Affordable Housing Activities	$	228,500
Program Administration (<20%)	$	96,000
TOTAL USES	$	480,000

SOURCES:

CDBG Entitlement (Estimated)	$	468,093
Program Income (Estimated)	$	11,907
TOTAL SOURCES	$	480,000

Final grant amount subject to change by HUD

WARRANTY DEED

TO ALL PERSONS BEFORE WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE THAT, **JOHN F. BIGLEY, SR. TRUSTEE,** *herein designated as the Grantors, for the consideration of* ***ONE HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED ($122,500.00) Dollars*** *received to the full satisfaction of the grantor, from* **5655 PARK AVENUE, BPT, L.L.C.** *herein designated as the Grantees, does hereby give, grant, bargain sell and convey to the Grantees:* 5655 PARK AVENUE, FAIRFIELD, CONNECTICUT

001307

$134.75 Local Conveyance Tax received
$612.50 State
Town Clerk of Fairfield

All that certain piece or parcel of land, situated in the Town of Fairfield, County of Fairfield and State of Connecticut being shown and designated as Lot 2, on that certain "Map of property for Thomas H. Wallace Fairfield, Conn." dated September 26, 1991, certified substantially correct by David S. Huntington, of the Huntington Company, Engineers & Surveyors, of Fairfield, CT, and on file in the Office of the Town Clerk of the Town of Fairfield as Map No. 6005.

Subject to:

1. Any and all provisions of any municipal ordinance or regulation, any federal, state or local law, including, but not limited to, the provisions of any zoning, building, planning, or inland wetland rules and regulations governing the subject property.
2. Taxes of the Town of Fairfield on the List of October 1, 2000 which the Grantee assumes and agrees to pay as part of the consideration for this deed.
3. Effect of notice of granting of waiver by the Zoning Board of Appeals to create rear lots as will appear of record.
4. Inland/Wetland permit application no. 91-11.

TO HAVE AND TO HOLD *the premises hereby conveyed, with the appurtenances thereof, unto the Grantees and unto the Grantees' heirs, successors and assigns forever and to the Grantees' and their own proper use and behoove,* ***AND*** *the Grantors do for themselves, their heirs, successors and assigns covenant with the Grantees their heirs, successors and assigns that the Grantor is well seized of the premises as a good indefeasible estate in* ***FEE SIMPLE;*** *and has good right to grant and convey the same in manner and form as herein written and the same are free from all encumbrances whatsoever, except as herein stated.*

AND FURTHERMORE, *the Grantor does by these presents bind themselves and their heirs, successors and assigns forever to* ***WARRANT AND DEFEND*** *the premises hereby conveyed to the Grantees and their heirs, successors and assigns against all claims and demands whatsoever, except as herein stated.*

Connecticut Department of

ENERGY &
ENVIRONMENTAL
PROTECTION

RECEIVED
DEC - 8 2016
CONSERVATION DEPT

December 2, 2016

Brian Carey
Town of Fairfield
Town Hall
725 Old Post Road
Fairfield, CT 06824

Re: 5655 Park Avenue, Fairfield OSWA-526

Dear Mr. Carey;

Congratulations! The Town of Fairfield has been awarded a grant to purchase and protect open space through the Open Space and Watershed Land Acquisition Grant Program. It is now time to get to work, not to say some fine work hasn't already been completed. It is a pleasure to work with sponsors like you, who have the foresight to save visually beautiful and resource rich open space land.

To proceed, you (the sponsor) must submit some additional information. Some of this information may have been incorporated in your application. If so, please contact us to indicate what has been submitted, so that we can confirm.

As you will see in the attached grant package, there are several steps to follow. They include mapping, ownership-property interest, contract and payment. The grant package explains all the necessary elements of the process.

If you have any questions relating to the material or the process, please feel free to contact me at (860) 424-3081 or Allyson Clarke at (860) 424-3774. We look forward to working with you to secure the grant funding and to achieve the identified open space initiative.

Sincerely,

David Stygar
Environmental Analyst

DDS:ds
Enclosure

NOTES

1. This survey and map has been prepared in accordance with the Sections 20-300b-1 through 20-300b-20 of the Regulations of Connecticut State Agencies - "Minimum Standards for Survey and Maps in the State of Connecticut" as endorsed by the Connecticut Association of Land Surveyors, Inc. It is an Easement Map based upon a Dependent Resurvey and conforms to Horizontal Accuracy Class A-2

2. Reference is made to Record Map #0005, (Town of Fairfield Land Records) "Map of Property for Thomas H. Walker", Dated September 28,1981, prepared by the Huntington Company.

3. Reference is made to deed Vol. 2050, Pg. 171. (Town of Fairfield Land Records)

4. Owner of record: John F. Bigley Sr., trustee 689 Wilbrock Road, Stratford, CT

5. The location of underground utilities, if any, are unknown.

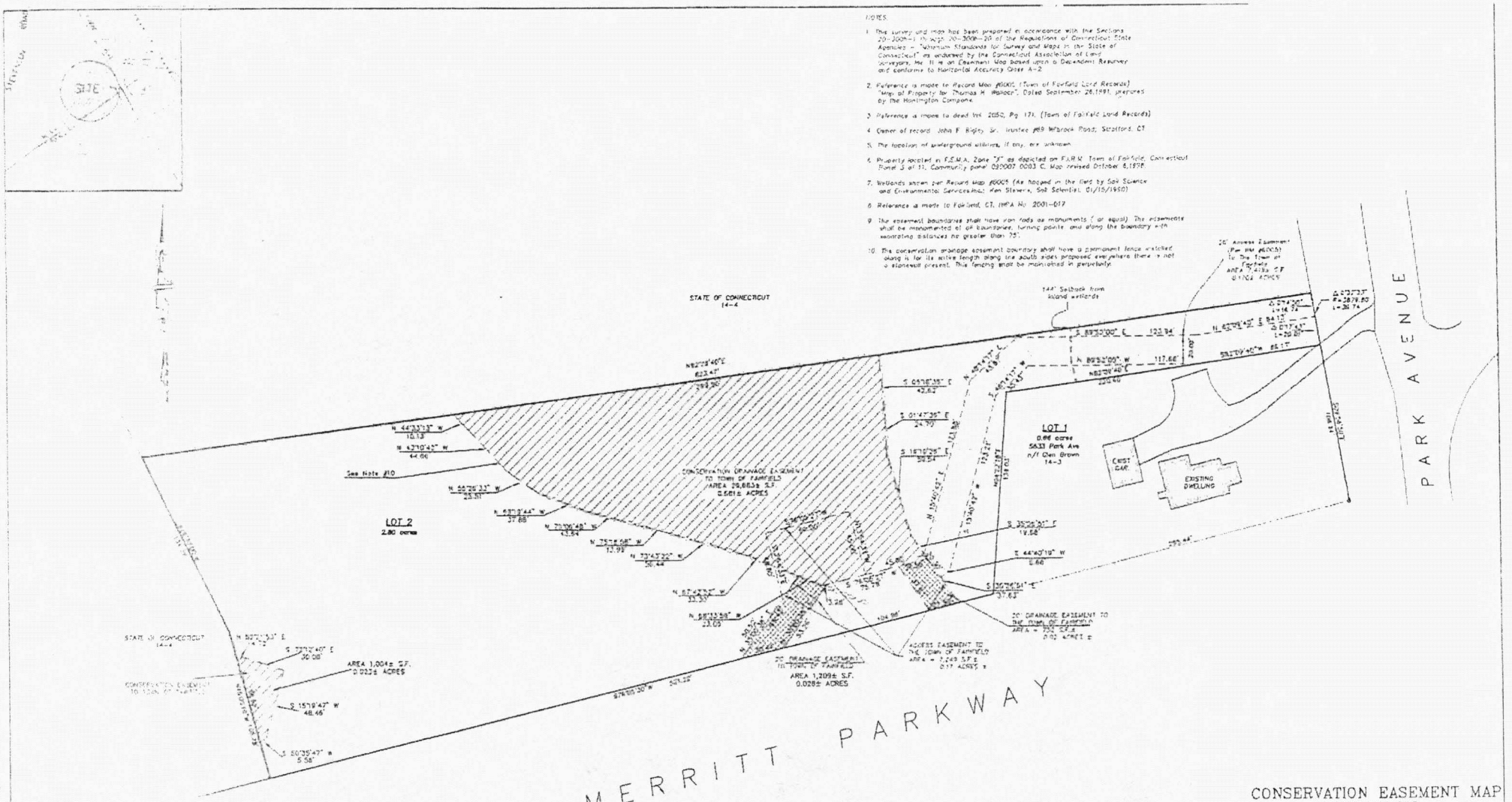
6. Property located in F.E.M.A. Zone "X" as depicted on F.I.R.M. Town of Fairfield, Connecticut Panel 3 of 11, Community panel 090007 0003 C, Map revised October 6,1978.

7. Wetlands shown per Record Map #0005 (As mapped in the field by Soil Science and Environmental Services,Inc; Ken Stevens, Soil Scientist, 01/15/1990)

8. Reference is made to Fairfield, CT, IWPA No. 2001-017

9. The easement boundaries shall have iron rods as monuments (or equal). The easements shall be monumented at all boundaries, turning points, and along the boundary with monitoring distances no greater than 75'.

10. The conservation drainage easement boundary shall have a permanent fence installed along it for its entire length along the south sides proposed everywhere there is not a stonewall present. This fencing shall be maintained in perpetuity.



Approved as to form and content by the Inland Wetland Commission

Vice Chairman/Secretary

THIS MAP PREPARED BY ORIGINAL INK SIGNATURE ON FILE, W. GAL LAMEN HUNTINGTON COMPANY 1339 WEST NORD FAIRFIELD, CT 06430

CONSERVATION EASEMENT MAP
PREPARED FOR
BIGLEY, TRUSTEE
5655 PARK AVENUE
FAIRFIELD, CONNECTICUT
NOVEMBER 6,2001
REVISED NOVEMBER 26 2001
REVISED JANUARY 11, 2002

THE HUNTINGTON COMPANY, LLC
ENGINEERS & SURVEYORS
FAIRFIELD CONNECTICUT

8-313D
6814

Received for Filing January 25, 2002. Attest: [illegible] Asst. Town Clerk

6819

Town of Fairfield

5655 Park Avenue
Fairfield, CT

Legend

- House Number
- Parcels
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery

1,135.6 0 567.79 1,135.6 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Created by Greater Bridgeport Regional Council

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

GBRC
Greater Bridgeport Regional Council

TOWN PLAN AND ZONING COMMISSION

TOWN OF FAIRFIELD

DATE: May 25, 2017

TO: Board of Selectmen

FROM: Dolores Sansonetti, P & Z Clerk D. S.

SUBJECT: 5655 Park Avenue Land Acquisition

Cc: Brian Carey, Conservation Director

On Tuesday, May 23, 2017, the Town Plan and Zoning Commission voted to recommend favorably, the Town's acquisition of the above captioned property as outlined in Mr. Carey's memo of May 1, 2017.

Town's existing insurance program. There is no requirement to have a special individual policy in place for the parcel.

Financing – The entire purchase price of the parcel ($167,500.00) will be funded out of the H. Smith Richardson Trust fund at the time of the property closing. The Town will be reimbursed ½ of the purchase price ($83,750.00) under the terms of the CTDEEP Open Space and Watershed Land Acquisition Grant.
Based on the 2016 tax year, the property is currently contributing $2,674.03 to the annual tax rolls based on the following assumptions (Effective Assessment (2015) $105,070, Tax Rate (2016 Grand List) 25.45 mills).

Other Considerations: None at this time.

Other Approvals: The acquisition of the property requires the approvals from the following boards and commissions:

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

Reliability of Cost Estimate – The Town has a current signed purchase agreement from the property owner to buy the property for $167,500. The Town will be reimbursed exactly 50% ($83,750) of the purchase price by the CTDEEP OSWA grant. The Town's portion of the purchase price will be paid for out of the existing H. Smith Richardson Trust Fund.

Increased Efficiency or Productivity – There is no increased efficiency or productivity as part of the purchase of this land. Once the property is purchased, the site will require periodic maintenance to remove garbage and make sure that there is no illegal dumping. In the future, trails will be added for passive recreation for hiking for the general public.

Additional Long Range Costs – There will be minor long term costs associated with the maintenance of property that going forward would be covered under the Conservation Department's annual operating budget. The OWSA grant program requires that proper signage is placed at the site acknowledging that the property was purchased using State funds from the OWSA grant program. The Town will also install proper open space signage at constructed entrance points which will require funds for materials and construction. These items are small in nature ($2,500) and can be covered within existing budgets.

Additional Use or Demand on Existing Facilities – None Anticipated.

An alternative to this Request – The only alternative to this request is not to move forward with the purchase of the property. The Town would not move forward with the purchase of the property if the OSWA grant had not been awarded by the CTDEEP to the Town.

Safety and Loss Control – The Town will take all the necessary precautions to make sure that any potential risks are mitigated by residents using the parcel for recreation. The subject parcel does not pose any additional safety risk than those that are inherent with any Town owned lands. In addition, the Town will patrol the site periodically to ensure that there is no illegal dumping occurring.

Environmental Considerations – If acquired and preserved, the Park Avenue parcel would provide a valuable 2.80-acre passive recreation opportunity for residents and visitors to Fairfield and a destination of interest for wildlife enthusiasts. It is the goal of the Town to also acquire the abutting CTDOT parcel located directly north of the site to protect approximately 10.03 acres of land in total.

As a passive recreation opportunity, the parcel already contains some defined pathways for walking/hiking, and contains areas along the road side where a parking area could be created. If acquired, the Fairfield Conservation Department will conduct a full assessment of the property and will develop a detailed site specific open space management plan. The parcel was previously approved as a building lot but the inland wetland approvals have since lapsed.

Preservation of the Park Avenue parcel would achieve habitat protection (through preservation/protection of a parcel), passive recreation opportunities such as hiking and wildlife watching utilizing existing cut pathways, and forest/open space preservation. The preservation of the site will also have an indirect positive effect on the water quality of the Mill River since a significant portion of the property is covered with inland wetlands that ultimately discharge groundwater to the Mill River. The site is located within the upper portion of the Mill River watershed and any development of the site would ultimately have an impact to the water quality in the Mill River. The stretch of the Mill River adjacent to the site is classified as a "Class A" trout stream and is known to have water quality capable of supporting a naturally reproducing population of trout.

Insurance – Prior to the property closing, the Town will be required to obtain title insurance as part of the requirements of the OSWA grant. Future liability associated with the property would be covered under the

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

From: Brian Carey, Conservation Director BC

Date: May 1st, 2017

Re: CTDEEP – Open Space and Watershed Land Acquisition Grant
Procurement of 5655 Park Avenue, Fairfield, Connecticut

Background - The Conservation Department has been working to procure a 2.8 acre of undeveloped land located at 5655 Park Avenue, Fairfield, Connecticut with an Open Space and Watershed Land Acquisition (OSWA) grant that was awarded to the Town by the Connecticut Department of Energy and Environmental Protection (CTDEEP) in December 2016. The subject property is flag shaped, with 40 feet of frontage on Park Avenue. There are wetlands in the center of the property that cover approximately 1.4 acres. The property is located just north of the Merritt Parkway in the R-3 residential zone. The subject property was formerly permitted for a single lot residential development but all of the permit approvals expired in 2009. Due to the property's limited frontage and extensive wetlands, it can't support a subdivision.

The subject site is currently encumbered with areas of wetlands and has had development pressure in the past. The parcel would provide a much needed area for passive recreation in the northern part of Town which has seen increased development in the past couple of years. Sacred Heart University has been in a period of enormous growth and the open space parcel could provide recreational opportunities to the increasing student population while also protecting existing wildlife habitat.

The 2.80 acre subject parcel is also located adjacent to a 7.23 acre parcel of undeveloped land that is currently owned by the Connecticut Department of Transportation (CTDOT). The Conservation Department has also submitted a conveyance bill request to have the adjacent CTDOT parcel transferred to the Town. The CTDOT parcel would be transferred to the Town at no cost. The Town's goal is to acquire both parcels so that there is a substantial 10.03 acre parcel that can be set aside as passive open space.

Purpose and Justification – The purpose of the proposal is to acquire additional open space in the northeastern portion of the Town at relatively no cost to the Town. The property will be used as a passive recreational area for residents and for the growing student population at Sacred Heart. Furthermore, the preservation of the property will contribute to continued protection of water quality in the Mill River watershed.

Detailed Description of Proposal – The Town intends to purchase the property located at 5655 Park Avenue, Fairfield, Connecticut using a combination of State funding from a recently awarded CTDEEP OSWA grant and from the existing H. Smith Richardson Conservation Trust Fund. The purchase of the property will not affect any town budgets directly. The intended goal is to also have the State of Connecticut Department of Transportation (CTDOT) transfer the adjacent 7.8 acre parcel of land so that the two pieces can be assembled into one large block of open space. Future maintenance of the land will be conducted by the Fairfield Conservation Department and will include trail improvements and seasonal litter collection. Future maintenance costs will be negligible and can be covered under the existing Conservation Department budget.

EPA 319 Non-point Source Pollution Grant

Mill River Watershed Based Plan/Development of WBP & Water Quality Monitoring Program

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1.0 Background – The Town of Fairfield has a received an EPA 319 Non-point source pollution grant to conduct a project entitled **Mill River Watershed Based Plan/Development of WBP & Water Quality Monitoring Program** as part of ongoing efforts to restore water quality and implement the Total Maximum Daily Load analysis.

The Town of Fairfield working with the Connecticut Department of Energy and Environmental Protection (DEEP) and the U.S. Environmental Protection Agency (EPA), is seeking to develop a new Watershed Based Plan that will incorporate water quality data that continues to be collected from the Mill River watershed. This project consists of developing a Watershed Based Plan (WBP) for the Mill River watershed consistent with the DEEP and EPA criteria for a Nine Elements WBP. The WBP will incorporate water quality data that has historically been collected by Harbor Watch of Westport, Connecticut.

Since the Spring of 2016, Harbor Watch has been collecting water quality data for the Town of Fairfield from the Mill River Watershed in order to track sources of bacteria to assess the Total Maximum Daily Load (TMDL) for the Mill River. The water quality data sampling and analysis is proposed to continue as part of this project.

2.0 Purpose and Justification - The proposed project is a two-pronged approach to bacterial abatement through proper watershed planning, water quality data sampling, and point source pollution identification and elimination. The first component of the project will be the development of an EPA nine-element watershed based plan for the Mill River with the assistance of a qualified environmental/engineering firm that has experience in the development. The second component of the project will include field work involving the collection water quality data and the track down of areas of bacterial impairment.

3.0 Detailed Description of Proposal – The Town of Fairfield, working closely with interested stakeholder groups, will prepare a 9 element Watershed Based Plan (WBP) for the Mill River with the ultimate goal of improving water quality and removing the impaired status of the sections in the Mill River that are currently on the §303(d) list. The remediation and dredging of the former Exide sediments was recently completed in the lower sections of the Mill River in Fairfield. The Town believes that the collaboration on the Exide project between relevant local stakeholders, the Town, and State Officials has created an opportunity to again bring together the framework of community advocates to help facilitate the development of a broad-based WBP for Mill River.

The proposed project approach will include the required 9 required EPA elements, coupled with a somewhat broader concept, recognizing the intended limited focus on data collection and wider watershed issues and interests. The Mill River WBP will guide watershed activities that drive the primary independent watershed forces of hydrology and water quality. The WBP will benefit

dependent metrics, including recreation, flood hazard reduction, scour and deposition, with a special emphasis on both aquatic and riparian habitat. The Town's intended planning concept will focus on the linkages between watersheds, riparian zones, and watercourses and will address longitudinal linkages from upstream to downstream, as well as lateral linkages from the channel to floodplains and wetlands to uplands.

Development of the Mill River WBP will provide an opportunity to effect real change by identifying the current condition of the water resources and watershed, activities that are taking place that lead to impairment, and recommendations to improve conditions. While subsequent data collection and analysis are critical technical elements, the Town must positively involve the necessary stakeholders; it must effectively identify and prioritize the goals and objectives; and it must result in an implementation program that is specific, detailed, and reality-tested. Project partners who are willing to be accountable for implementation will be included in the process from the beginning and will be essential to the planning process and final implementation process.

A key element of the Mill River Watershed Management Plan will be the effective identification of emerging issues facing the watershed. The Town proposes to do this through independent field assessment of existing conditions, coupled with a targeted outreach program with stakeholder groups. The Town will retain a multidisciplinary environmental consulting firm through a competitive procurement process to help develop the WBP and facilitate the public outreach.

The WBP will become a blueprint for future action and will provide the necessary information to both understand the current state of the watershed and to guide future management decisions. The WBP will not be static one-time effort, but will be intended to be a flexible tool that can be adjusted and amended as progress is made and project implementation progresses.

One of the stated goals in CTDEEP's Project Priorities for Funding in FY 2016 for the 319 Grant is the development of WBP for watersheds with impaired water bodies as well as healthy watersheds. The Mill River is unique in that it has both impaired and non-impaired sections within a relative short distance between the Town of Easton and Fairfield.

4.0 Reliability of Cost Estimate – The Town will negotiate with a selected consultant to define the exact scope of work so that there is no chance in exceeding the budget amount of the project as being paid for by the grant. The approved breakdown of the grant budget is attached as Appendix B of the grant agreement. The total project is not to exceed $81,747.00

5.0 Increased Efficiency or Productivity – This does not apply to this planning grant award.

6.0 Additional Long Range Costs –There may be additional projects and recommendations that will result as part of the findings of the study but they would not be implemented until they were approved and bonded as capital projects during successive budget years as required. The preparation for EPA 9 element Watershed Plan will assist the Town in receiving future grant funding for stormwater infrastructure projects as they become available.

7.0 Additional Use or Demand on Existing Facilities – None Anticipated

8.0 Alternatives to this Request – There are no feasible alternatives to this request. In the future, these funds would have to be paid by the Town directly if the Town wished to conduct a similar study and did not accept the current grant.

9.0 Safety and Loss Control – Not applicable to this particular grant.

10.0 Environmental Considerations – There are no environmental causes or concerns as a result of implementing this study grant.

11.0 Insurance – The consultant will be required to carry the necessary insurance prescribed by the Purchasing Department. This project does not require a long-term insurance aspect.

12.0 Financing – The project is being funded completely with an EPA 319 Non-point source pollution grant. There is no financial or in-kind services match required from the Town in order to meet the terms of the grant assistance agreement. The entire grant award associated with the proposed scope of work is $81,747.00

13.0 Other Considerations: None.

14.0 Other Approvals:

Board of Selectmen -
Board of Finance -
RTM -

Connecticut Department of
ENERGY &
ENVIRONMENTAL
PROTECTION

Energy and Technology Policy

79 Elm Street • Hartford, CT 06106-5127 www.ct.gov/deep Affirmative Action/Equal Opportunity Employer

May 19, 2017

RECEIVED
MAY 30 2017
CONSERVATION DEPT.

Mr. Brian Carey, Conservation Director
Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

Re: (16-05) Mill River Watershed Based Plan/Development of WBP & Water Quality Monitoring Program

Dear Mr. Carey:

Enclosed are two copies of the contract between the Town of Fairfield and the Department of Energy & Environmental Protection providing funding for a project entitled: "Mill River Watershed Based Plan/Development of WBP & Water Quality Monitoring Program". This contract, is in the amount of $81,747.00 and will be in effect upon execution of the contract through September 30, 2020.

For timely completion of the contract approval process, we request that the attached instructions be carefully executed, and the signed and sealed documents returned to my attention as soon as possible.

We appreciate your cooperation and assistance. If you have any questions or problems concerning the processing of this contract, please feel free to contact me at (860) 424-3604.

Sincerely,

Laurie A. Valente

Laurie A. Valente
Grants & Contracts Specialist

LAV/l
enclosures
Contract
Processing Instructions
Model Resolution/Incumbency Certification

Contract Processing Instructions

1. Sign both contract signature pages (Personal Service Agreement form) with an original signature by the official authorized in the resolution to execute contracts with the DEP. Please make sure the signature appears **exactly** as indicated in the signature resolution (include all initials, suffixes, etc.) and sign only on spaces marked with a red "X";

2. Impress the official seal on both contract signature pages;

3. Obtain a sealed and certified **signature resolution**, making sure that the contractor name identified in the contract is **identical** to that name listed in the signature resolution. If your facility does not have a corporate seal, please indicate this at the bottom of the resolution. Please note that the resolution must be signed by an individual other than the individual authorized to sign the contract, and all signatures must match the printed names exactly (including use of initials, etc.). The resolution must be approved on or before the date of contract signature. A model has been enclosed for your use.

4. Return the contracts in there entirety (as described in the first paragraph of this letter), along with the resolution as soon as possible in order to obtain the remaining state approvals.

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT
Rev. 6/9/2016 (DEEP Electronic Format)

319 NPS Grant Program
Mill River Watershed Based Plan/Development of WBP & Water Quality Monitoring Program
(16-05)

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
CHECK ONE:
☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL ☐ AMENDMENT

(2) IDENTIFICATION #s.
P.S.
P.O.

CONTRACTOR

(3) CONTRACTOR NAME
Town of Fairfield

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO

CONTRACTOR ADDRESS
611 Old Post Road, Fairfield, CT 06824

CONTRACTOR FEIN/SSN
06-6001998

STATE AGENCY

(5) AGENCY NAME AND ADDRESS
DEEP - WPLR/Planning & Standards Division, 79 Elm Street, Hartford, CT 06106-5127

(6) Dept No.
DEP43720

CONTRACT PERIOD

(7) DATE (*FROM*)
Execution

THROUGH (*TO*)
9/30/2020

(8) INDICATE
☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER

COMPLETE DESCRIPTION OF SERVICE

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.
Appendix A consists of three pages numbered A-1 through A-3 inclusive.

Page 1 of 9

Standard Terms and Conditions are contained in Pages 2 through 9 and are attached hereto and made a part hereof.

COST AND SCHEDULE OF PAYMENTS

(10)PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of two page(s) numbered B-1 through B-2).

Total Payments Not to Exceed the Maximum Amount of $81,747.00.

(11) OBLIGATED AMOUNT
$81,747.00

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
$12,000.00	DEP43720	12060	20871	61004	DEPA00002025127	155109	2017			55050
$69,747.00	DEP43720	12060	20871	61004	DEPA00002025135	155203	2017			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS

(23) STATUTORY AUTHORITY: CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended 33 USC Sec. 1329

(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) — TITLE — DATE

(25) AGENCY (AUTHORIZED OFFICIAL) — TITLE: Betsey Wingfield, Bureau Chief — DATE

(26) ATTORNEY GENERAL (APPROVED AS TO FORM) — DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____ DATE _____

1. Executive Orders. . This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill. promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill. promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
2. Indemnification.
   (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
   (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
   (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
   (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
   (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS and the Client Agency all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. Contractor shall provide an annual electronic update of the 3 documents to the Client Agency and DAS on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
   (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
3. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
4. Definitions:

   (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.

   (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.

   (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.

   (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

(e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as mor particularly described in Appendix A.

(f) Claim. the definition of which is: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending o threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(g) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is fo an amount Twenty-five thousand dollars ($25,000.00) or more, by the authorized representative of the state Attorney General's office.

(h) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract b such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

(i) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials a may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

(j) Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with an other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maide name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpaye identification number, alien registration number, government passport number, health insurance identification number, demand deposi account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voic print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall als include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not includ information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which ar lawfully made available to the general public.

(k) Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidentia Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is no encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

5. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication o any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
6. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
7. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
8. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
9. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
10. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.

11. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
12. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars ($1,000.00) or more per unit be approved by the Commissioner before acquisition.
13. Audit Requirements for Recipients of State Financial Assistance. .
For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
14. Audit and Inspection of Plants, Places of Business and Records.
    (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
    (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
    (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
    (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
    (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
    (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
    (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
15. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
16. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
17. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
18. Termination.
    (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
    (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
    (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current

address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

(d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

(e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

(f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

19. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

20. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

21. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.

22. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

23. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
25. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
26. Protection of Confidential Information.
    (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
    (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
        (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
        (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
        (3) A process for reviewing policies and security measures at least annually;
        (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
        (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
    (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

27. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordanc with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action agains any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state o quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty pe cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, eac calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that th Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of suc civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notic of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by th employees of the Contractor.

28. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prio agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entere into after full investigation, neither Party relying upon any statement or representation by the other unless such statement o representation is specifically embodied in the Contract.

29. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolutio and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to tho statutes and regulations.

30. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

33. Non-Federal Match Documentation. The Contractor is responsible for ensuring that records are maintained which adequately document the valuation of non-federal match/in-kind services, and submit a summary to DEEP. Non-federal match/in-kind services must come from sources other than federal.

34. Allowable Costs. All costs charged by the contractor and subcontractors must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project. The costs also must be allowable, meaning that the costs must conform to specific federal requirements (40 CFR parts 30 and 31; OMB Circulars A-87, A-122, and A-21). In addition, costs must be well documented. OMB circulars are located at the following websites:

OMB A-21 http://www.whitehouse.gov/omb/circulars/a021/a021.html

OMB A-87 http://www.whitehouse.gov/omb/circulars/a087/a087-all.html
OMB A-102 http://www.whitehouse.gov/omb/circulars/a102/a102.html
OMB A122 http://www.whitehouse.gov/omb/circulars/a122/a122.html
OMB A-133 http://www.whitehouse.gov/omb/circulars/a133/a133.html

35. Consultant Costs. EPA shall limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by contractors or by a contractor's contractors or subcontractors to the maximum daily rate for a GS–18. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily rate of $596.36 daily or an hourly rate of $74.50 hourly as of January 1, 2007. This rate does not include transportation and subsistence costs for travel performed; contractors shall pay these in accordance with their normal travel reimbursement practices. (P. L. 99–591).
36. Suspension and Debarment. Contractor shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." The contractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The contractor acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Contractor may access the Excluded Parties List System at http://epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."
37. Hotel and Motel Fire Safety Act: The Contractor agrees to ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the Hotel and Motel Fire Safety Act of 1990.
38. Program Income. Income received by the contractor or subcontractor directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period is defined as program income per EPA 40 CFR Part 31.25 "Uniform Administrative Requirements For Grants and Cooperative Agreements to State and Local Governments" and EPA 40 CFR Part 30.24 "Uniform Administrative Requirements For Grants And Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations". Contractors/subcontractors are encouraged to earn income to defray program costs. Program income shall be deducted from outlays which may be both Federal and non-Federal as described below, unless the grant agreement shall specify another alternative (or a combination of the alternatives). Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless the State authorizes otherwise. Program income which the contractor did not anticipate at the time of the award shall be used to reduce the Federal/State share and contractor contributions rather than to increase the funds committed to the project. In specifying alternatives, the State may distinguish between income earned by the contractor and income earned by subcontractors and between the sources, kinds, or amounts of income. Regardless of any alternatives, program income in excess of any limits stipulated shall also be deducted from outlays. Special exceptions may be made at the sole discretion of the Commissioner.
39. Entertainment Costs. In accordance with Circular A-122 (non-profits) and A-87 (State, Local, and Indian Tribal Governments) the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are **not** allowable expenses.
40. Contract Work Hours and Safety Standards Act. (40 U.S.C. 327-333) – (a) Construction contracts which exceed $100,000 or other contracts that involve the employment of mechanics or laborers which exceed $2,500 must require compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard 40 hour work week. If a mechanic or laborer works more than 40 hours in a week, the contractor must pay the worker at a rate of not less than one and ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. (b) Construction contracts which exceed $100,000 must provide that no laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. (This requirement does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Information on the Contract Work Hours and Safety Standards Act can be found on the Department of Labor web-site at: http://www.dol.gov/dol/compliance/comp-dbra.htm
41. Acknowledgment. Any publication or sign produced or distributed or any publicity, i.e. news release, workshop announcement, etc. conducted in association with this contract shall provide credit to the US Environmental Protection Agency (EPA) and Department of Energy & Environmental Protection (DEEP) as follows: **"Funded in part by the Connecticut Department of Energy & Environmental Protection through a United States Environmental Protection Agency Clean Water Act Section 319 Nonpoint Source Grant."**
42. Permits. No work shall commence until all required local, state and federal permits and approvals have been obtained.
43. Drug Free Workplace: Contractors and their subcontractors shall comply with the following regulations contained in 40 CFR 36.(a) Contractor must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Contractor must agree to do so as a condition for receiving any award covered by this part. The specific measures that the contractor must take in this regard are described in more detail in subsequent sections of this subpart. Briefly, those measures are to: (1) Publish a drug-free workplace statement and establish a drug-free awareness program for contractor's employees (see EPA 40 CFR Part 36.205 through 36.220); and (2) Take

actions concerning employees who are convicted of violating drug statutes in the workplace (see EPA 40 CFR Part 36.225). (b) Al known workplaces must be identified under the contractor's Federal awards (see EPA 40 CFR Part 36.230).

44. Energy and Environmental Conservation: Contracts must require contractors to give preference, to the extent practicable an economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficien pursuant to EPA 40 CFR Part 30.44(a)(3)(vi) for Non Profits and EPA 40CFR Part 31.36(i)(13) "Contract Provision" for State an Local Governments.

APPENDIX A
SCOPE OF WORK

Mill River Watershed Based Plan/Development of WBP & Water Quality Monitoring Program (16-05)

Purpose: Clean Water Act Section 319h (CWA Section 319) Nonpoint Source grant awards provide funds to the Connecticut Department of Energy & Environmental Protection (DEEP) to support state activities for abating or preventing nonpoint source pollution.

Description: The Town of Fairfield agrees to conduct a project entitled **Mill River Watershed Based Plan** as part of ongoing efforts to restore water quality and implement the Total Maximum Daily Load analysis for the Mill River.

The Town of Fairfield working with the Connecticut Department of Energy and Environmental Protection (DEEP) and the U.S. Environmental Protection Agency (EPA), shall develop a new Watershed Based Plan. This project consists of developing a Watershed Based Plan (WBP) for the Mill River watershed consistent with the DEEP and EPA criteria for a Nine Elements WBP. See: http://www.ct.gov/deep/cwp/view.asp?a=2719&q=335504 . The WBP will incorporate water quality data collected by Harbor Watch / EarthPlace the Nature Discovery Center Inc. (Harbor Watch), Aquarion Water Company, CT Dept. of Agriculture, and DEEP.

Since spring of 2016, Harbor Watch has been collecting water quality data for the Town of Fairfield from the Mill River Watershed in order to track sources of bacteria to assess the Total Maximum Daily Load (TMDL) for the Mill River. The Town of Fairfield will contract with Harbor Watch and ensure that water quality sampling, analysis, and source trackdown will continue as part of this project.

The scope of work addresses all nine elements of the DEEP and EPA "nine elements" watershed planning process. The Town of Fairfield and DEEP will lead the public information and education component of the project (Element E – Public Information and Education). A letter of commitment, from the Town of Fairfield, to work on the project, is on file with the DEEP NPS Project Manager.

1. **Summary and Tasks:** This project is a two-pronged approach to bacterial and nutrient abatement through proper watershed planning, water quality data sampling, and point source pollution identification and elimination. The first component of the project will be the development of a nine-element watershed based plan for the Mill River with the assistance of a qualified environmental/engineering firm that has experience in the development of nine-element plans. The second component of the project will include field work involving the collection of water quality data and the track down of areas of bacterial impairment.

Task 1.0 – Development of a Watershed Based Plan (Timeframe 12 Months)

a. **Development of Request for Qualifications (RFQ) and Consultant Selection**

The Town of Fairfield will develop a Request for Qualifications (RFQ) in order to select an environmental consulting firm who has experience and success in the development of EPA "nine element" WBPs. The Town will follow local, state, and federal procurement guidelines in selecting the proper consulting firm and contract with the selected firm.

b. **Watershed Stakeholders Group Formation**

The Town of Fairfield shall form a Watershed Stakeholders Group at the outset of the project. Fairfield will contact the other watershed municipalities: Easton, Monroe, and Trumbull. (the Towns) to encourage their participation in the process. This group is envisioned to consist of representatives from the Towns, the selected consultant, local and state environmental organizations, and other watershed stakeholders. The Watershed Stakeholders Group would participate in workshop meetings during the watershed planning

process. The Town of Fairfield will lead the formation of the stakeholders group, with support provided by DEEP. DEEP will review and comment on an initial list of potential stakeholders to be provided by the Town.

The Town shall require the selected consultant to develop a sample invitation letter for use by the Town of Fairfield, which will be addressed to targeted members of the stakeholders group. The letter will describe the project and opportunities to participate in the process. This letter will also invite their participation in the stakeholders group and include a focused survey to identify issues that stakeholder's value.

c. **Public Meetings and Development of Watershed Based Plan**

The watershed stakeholders group will determine how many meetings it will have during the development phase of the plan. It is anticipated that the stakeholders group will meet monthly during the plan development stage until it is complete. The group will issue meeting agendas and keep recorded minutes of any meeting.

d. **Technical Data Review of Existing Water Quality Data for Mill River**

As part of the WBP development process, the Town of Fairfield will require the project consultant to review all available water quality data that has been collected within the Mill River watershed that is readily available. Water quality testing has been completed by Fairfield, Harbor Watch, DEEP, Aquarion Water Company, and State of Connecticut Department of Agriculture Aquaculture Division.

e. **Technical Data Review of LID and Green Infrastructure Opportunities in Mill River**

The Town of Fairfield shall insure that the WBP promotes the use of Low Impact Development (LID) and green infrastructure for reducing runoff volumes and pollutant loads in the watershed. This task consists of a LID and green infrastructure assessment of the watershed, including developing site-specific stormwater retrofit concepts and general recommendations that could be applied to other similar land uses and locations in the watershed.

f. **Draft of 9-Element Watershed Based Plan**

A preliminary draft of the WBP will submitted by Fairfield to DEEP for review and comment, and will be available for a public comment period prior to initializing a final draft for adoption.

g. **Development of Final 9-Element Watershed Based Plan**

After receiving public comment and feedback from interested stakeholders, the WBP will be officially finalized and adopted by Fairfield. The Final Plan will be offered to Easton, Monroe and Trumbull for adoption as well.

h. **Development of Water Quality Monitoring and Point Source Reduction Plan**

The Watershed stakeholders group, the Town, and Harbor Watch will establish a Water Quality Monitoring and Point Source Reduction Plan and submit it to DEEP for review and approval. This plan will build on the Town and Harbor Watch's ongoing water quality collaboration (see Task 3.0).

Task 2.0 - Grant Reporting

1. **Grants Reporting Tracking System GRTS**

The Town of Fairfield shall fill out and provide CT DEEP a completed GRTS Form, which will update Federal 319 Nonpoint Source Grant reporting requirements as mandated by US EPA. The form is available at: http://www.ct.gov/deep/nps/ (hard copy available at DEEP).

2. **Project Summaries/Final Reports/Final Fiscal Reports:**

   A. **Final Reports:** Within 30 days of the expiration date of this contract, the Town of Fairfield shall submit to the NPS Project Manager the following:

   1) Final Report: The Town of Fairfield shall use the attached form in **Appendix C**.

   2) Non-Federal Match Documentation: There is no requirement for non-federal match under this grant award.

   3) Financial Report: Within 30 days of the expiration date of this contract, the Town of Fairfield shall submit a Final Financial Report to the NPS Project Manager, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. A sample format is attached as **Appendix G.**

Task 3.0 – Water Quality Data Collection and Track Down Program (Timeframe 12 Months)

Water quality will be studied in the Mill River watershed with a focus on quantifying impacts of sewage *(E coli)* and nutrient pollution and tracking down pollution sources. All water quality work will be conducted by Harbor Watch using methods described in a QAPP approved by DEEP and EPA. Water quality will be studied at 10 established sites along the Mill River in Fairfield, as well as one additional site for each segment in the watershed upstream, including Cricker Brook, selected in consultation with DEEP. These sites will be studied approximately twice per month from May through September for a total of 10 sampling days at each site. During each site visit, dissolved oxygen, conductivity, and water temperature will be measured in the field and water samples will be collected. One water sample will be analyzed at the Harbor Watch laboratory for fecal coliform and *E. coli*, which are bacteria that indicate the presence of sewage. In areas where elevated bacteria levels are observed in the Mill River during the study, a more spatially intensive Pollution Track-Down study will be conducted to narrow down the source area. Water samples will also be taken at each site during each sampling trip to test for nutrients (ammonia, nitrate, nitrite, TKN, and total phosphorus). Harbor Watch will produce data summaries and a final report which will be shared with DEEP. The Town of Fairfield will contract with Harbor Watch to complete this task.

1. **Quarterly Reports:**
   Quarterly Reports: The Contractor shall use the format in **Appendix C, Quarterly Report Format.** Following the execution of this contract, the Contractor is responsible for providing summaries of the project status to the NPS Project Manager, Christopher Malik, once **every 3 months,** in accordance with the schedule in **Appendix C,** during the time in which this contract is in effect. The Contractor bears the sole responsibility for submitting the Quarterly Report on time.

2. **Invoice/Request for Payments:** The Contractor shall submit invoices (use the attached format in **Appendix F**). These invoices must be submitted to the NPS Project Manager and include all required documentation to enable a timely review by the NPS Program Supervisor. DEEP will release payments following receipt, review, and approval by the Commissioner of properly executed invoices. Partial payments may be requested in writing by the Contractor and include documentation as to why a partial payment is warranted, but releases of such payments is at the sole discretion of the NPS Program Supervisor. DEEP may withhold payments if Contractor does not exhibit adequate compliance and performance according to terms of the Contract Agreement.

3. **Submission of Materials:** For the purposes of this contract, all correspondence, summaries, reports, products, and extension requests shall be submitted to the DEEP NPS Project Manager: **Christopher.malik@ct.gov or Christopher Malik, Connecticut Department of Energy & Environmental Protection, Bureau of Water Protection and Land Reuse, Water Planning & Management Division, 79 Elm Street, Hartford, CT 06106-5127.** Submission by electronic mail is preferred.

4. **Amendments / Extensions:** Formal written amendment of the contract is required for extensions to the final date of the contract period and to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:
   a. Revisions to the maximum contract payment;
   b. The total unit cost of service;
   c. The contract's objectives, services, or plan;
   d. Due dates for reports;
   e. Completion of objectives and services; and
   f. Any other contract revisions determined material by DEEP

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than **90 days** prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

5. **ADA Publication Statement**:
   For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

   The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or mailto:deep.accommodations@ct.gov

   If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

   The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

   If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

   The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

   For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

   The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

   This video with closed captioning is available at www.ct.gov/deep.

APPENDIX B
COST AND SCHEDULE OF PAYMENTS
Mill River Watershed Based Plan
Development of WBP & Water Quality Monitoring Program
16-05

The maximum amount payable under this contract is ***eighty-one thousand, seven hundred and forty-seven dollars*** **($81,747.00)**. The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this project, prior to expiration of this contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum contract amount noted above.

Task #	Description of Task & Deliverable	Cost § 319 funds
1.0	**Development of a Watershed Based Plan**	**$47,500.00**
2.0	**Grant Reporting**	
a.	Grant Reporting Tracking System (GRTS) both electronic and hard copy	$1,000
b.	Quarterly Progress Reports	$1,500
c.	Final Financial Report	$3,000.00
d.	Final Report with Match Documentation	$1,000
	Subtotal Task 3.0	**$6,500**
3.0	**Water Quality Data Collection and Track Down Program**	**$27,747**
	Total Amount not to exceed	**$81,747.00**

The totals allocated for each task are based upon the latest revisions to a proposed budget submitted in the project work plan. The relative totals for these tasks may be modified with consent of the DEEP Project Manager. The overall total costs billable to DEEP shall not exceed $81,747.00. The Contractor shall submit invoices (use the attached format in **Appendix F**) when requesting a payment. Payment shall be processed contingent upon receipt by the NPS Program Supervisor of detailed invoices with any required supportive documentation according to **Appendix A**, subject to review and approval by DEEP.

APPENDIX C
QUARTERLY REPORT FORMAT

Mill River Watershed Based Plan
Development of WBP & Water Quality Monitoring Program
16-05

Quarterly Reports: Following the execution of this contract, the Contractor is responsible for providing summaries of the project status to the NPS Program Coordinator once **every 3 months** during the time in which this contract is in effect, in accordance with the schedule below. The Contractor bears the sole responsibility for submitting the Quarterly Reports on time.

Report on work performed during:	**Report due on:**
September 1 – November 30	December 15
December 1 – February 28 or 29	March 15
March 1 – May 31	June 15
June 1 – August 31	September 15

Quarterly reports **shall be submitted or e-mailed (preferred method) to** charles.lee@ct.gov, and shall include and be organized in accordance with the following:

1. Project Number and Title;
2. Task #;
3. And the following information for each task:

- Performance/Milestone Summary: A listing of major program and project accomplishments for the period (based on the schedule in **Appendix A**, Scope of Work), as well as progress made toward meeting future milestones.
- Slippage Reports: Provide reasons for delays in meeting schedule milestones/commitments, and discuss what actions (State, Federal or other) will be taken to resolve any current or anticipated problems.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns, unanticipated events/consequences, etc.

APPENDIX D
FINAL REPORT FORMAT

Mill River Watershed Based Plan
Development of WBP & Water Quality Monitoring Program
16-05

Final Report: Within 30 days of the expiration date of this contract, the Contractor shall submit to the NPS Program Coordinator a Final Report (hard copy and e-mailed and/or disk/CD [compatible with MSWord]) including documentation, satisfactory to the Commissioner, demonstrating that all the elements of **Appendix A** have been met, including but not limited to the following:

- **Cover sheet** with project # / project title / project manager(s) / report date;
- **Executive Summary/Abstract;**
- **Introduction;**
- **The Resource, Environmental Problems;**
- **The Solution;**
- **Project Partners and Funding;**
- **Results;**
- **Future Plans;** and
- **Conclusions** (whether the project was a success or not; problems or difficulties experienced and how resolved; how the project recipient(s) evaluated the effectiveness of the project; any recommendations for continued action; implementation/demonstration or implementation project(s) must include slides/photos of before and after implementation.

Required Form

APPENDIX E
NON FEDERAL MATCH DOCUMENTATION FORM

Non-Federal Match Documentation / Certification

Grantees need to document matching funds or services contributed to the project. The amount of match required is listed under BUDGET INFORMATION in the project work plan. Grantees must submit this
form "Non-federal Match Documentation / Certification" prior to the release of the final payment.

The Grantee must certify in writing that match has been documented before closeout of the Agreement. The following information is needed to adequately document match. To efficiently meet documentation requirements, Grantees should accumulate match information as the project proceeds and record information in a table.

1. Source. Identify the source of the funds or services;
2. Activity Describe the activity and the amount of activity; and
3. Valuation Describe the basis for assigning the amount of dollar value to the activity.

Important: This signed certification form must be accompanied by supporting information that documents (source, activity and valuation) the matching funds or services claimed by the Grantee. The Certification Statement alone is not sufficient to document the non-federal match.

GRANTEE INFORMATION:
Name: _____
Address: _____
_____
_____

Telephone: ( )_____
Contact Person: _____

PROJECT INFORMATION:
Project Title:
_____
Project ID# (Example…#05-22): _____ Agreement Duration _____-
_____

Match Amount required under the Agreement $_____
Match Amount Claimed $_____

CERTIFICATION STATEMENT:
I certify that the non-federal match detailed in the attached information were expended in the course of completing work described in the Agreement for the Project referenced above, and that detailed documentation of the match information is on file and available for review at the Grantee address shown above.

Date / /

_____
Signature of Grantee - Authorized Official

Example - This is an example of a sample of non-federal match that should accompany each invoice. Costs or in-kind contributions counting towards satisfying a matching requirement must be verifiable from the records of the Grantee. Upon request, records must be available for the DEEP and/or EPA review.

Non-Federal Match Summary **NPS Project #Mill River Watershed Based Plan/Development of WBP & Water Quality Monitoring Program 16-05**

* Date	Source: Cash match, i.e. General/Endowment / State funds; Donation from other sources.	Source: Volunteer service in-kind source	Activity or Item	Hours	Rate or Value	Subtotal	**Mileage (current rate)	Total
		John Doe	Steering committee	30	$15/hr	$450	$64	$514
		Karen Smith	Steering committee	48	$15/hr	$720	$80	$800
		Susan Roberts, Town CEO	Compliance assistance for septic systems, task 2	40	$25/hr	$1,000	$50	$1,050
		Joe Robertson, Instructor	Presentation Rd BMP training, task 5a	17	$30/hr	$510	$15	$525
		Victoria Morton, Attorney	Setup Riparian easement, task 4	21	$95/hr	$1,995	$12	$2,007
		Eric Richardson, SWCD	Produce 4 newsletters, task 6	62	$15/hr	$930	$10	$940
		XYZ Plant Nursery	Plant materials donations for 4 NPS sites		$120			$120
		Oak Ridge Farm	BMP installation, heavy use area		$6,400			$6,400
	Town of Boulderville, General Fund		BMP installation, Lake Road Drainage BMP's Project		$8,500			$8,500
		James Charles	BMP installation, Buffer planting		$180			$180
		Action Watershed Assoc.	Cash contribution Grantee, Outcome report, task 5b		$1,000			$1,000
		Albert Corporate Foundation	Grant to Grantee, used for various project activities		$2,000			$2,000
		Totals						$23,136

- * Date must be within the agreement period
- ** Current State of Connecticut Government rate for mileage. See http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0.

Valuation of Activities/Items

1.) General volunteer labor to help install BMPs were valued at $15/hr based on _____.

2.) Town CEO regular rate of pay exclusive of fringe and overhead.

3.) Typical billing rate for professional legal services in this area is $90-$110 per hour.

4.) Activity "BMP installations- summarize the non-federal expenses at a BMP construction site; this is the sum of materials, labor and mileage.

Required Form
Fill out and submit this form with request for payment. This form must accompany the invoice/request for payment

Non-Federal Match Summary

Mill River Watershed Based Plan/Development of WBP & Water Quality Monitoring Program, 16-05

Date:	Source: Cash match, i.e. General/Endowment/ State funds; Donation from other sources.	Source: Volunteer service in-kind source	Activity or Item:	Hours	Rate or Value	Subtotal	**Mileage (current rate)	Total
		Totals						

DEEP Billing Information/Number		
DEEP Contract #	Payment/task #	P.O.#

Appendix F

INVOICE / REQUEST FOR PAYMENT

319 Nonpoint Source Grants

Connecticut Department of Energy & Environmental Protection

(Shaded areas to be completed by DEEP)

Review Date	Staff	Initials
	Bus. Off.	
	Proj. Mgr.	
	NPS Mgr.	
	Supervisor	

Recipient Name: Town of Fairfield
Address: 611 Old Post Road, , Fairfield CT 06824
FEIN#: 06-6001998
Project Workplan I.D. Mill River Watershed Based Plan/Development of WBP & Water Quality Monitoring Program
Project Title: 16-05

Required Form

To Be Completed By Recipient:

Date of Invoice: _____ Invoice # _____ **Check if Final Payment:** ☐

Payment # _____ Task # _____ (***must be included on the first page of related documentation***)

Contract Amount

1. Previous Account Balance: $ $_____

2. **Amount Requested This Payment $**_____ **Check if Partial Payment** ☐ (Explain)
   Description: _____

   _____

   _____.

3. Remaining Balance following this Payment (#1 minus #2): $ _____

Recipient certifies that funds were expended on allowed activities and purposes in accordance with the Contract. Recipient has submitted required documentation and agrees to produce, on request, further documentation and/or source documents used to prepare this payment request. **To expedite the review and approval process, include all required documentation and note the task # on the first page. DEEP request that each invoice accompany the appropriate 40% match documentation. (If not - explain reason below). DEEP will evaluate your request and make a determination if your request can be granted. Example: If you invoice for $1,000 then you should provide match documentation for $666.67.**

NON-FEDERAL MATCH
Match Required: $_____ Match to Date:$ _____ Match this invoice: $_____ Match Balance Remaining: $_____
Name (Please print) _____ Title_____ Date_____

Amount	Account	Fund	Dept.	Program	SID	Bud Ref	Project	Activity
DEEP Approval: _____ Date_____								

APPENDIX G

Mill River Watershed Based Plan/Development of WBP & Water Quality Monitoring Program
16-05

SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

Grant# and PSA #: _____

DESCRIPTION	Award Costs	Other (Matching) Costs (if applicable)	Total Costs
Salaries			
Fringe @ _____ %			
Travel			
Contractual (specify)			
Equipment			
Printing			
Materials & Supplies			
Other (specify)			
Totals			

APPENDIX H

NPS SITE REPORT/OPERATION AND MAINTENANCE PLAN
Mill River Watershed Based Plan/Development of WBP & Water Quality Monitoring Program
16-05

Complete the Nonpoint Source (NPS) Site Report and O&M Plan form to document Best Management Practices (BMP) installation/construction at an NPS site and how they will be maintained in the future. DEP requires completion of an NPS Site Report when grant funds are used to pay for construction costs at an NPS site. Date Submitted to DEP: _____(Submit this Report after completion of the BMP installation at an NPS site)

- Project Contractor:

  _____

- Contractor Contact Person:

  _____

- Project ID#: _____ Project Title:

  _____

- Location:

  _____

- Property ownership where BMP installed: ☐ Federal ☐ State ☐ Municipal ☐ Private
- Was an easement required? ☐ Yes ☐ No

Briefly describe the NPS site conditions before and after BMP installation:

Briefly describe the problem and solutions:

Provide a sketch and photo(s) depicting "before" and "after" conditions
☐ Sketch and photos included with this report ☐ Sketch and Photos not included with this report

---

- Was a pre installation DEP staff site visit done for this project? ☐ Yes ☐ No.

  Date of visit: _____ Name of DEP Staff person inspecting this site _____

- Was a post installation DEP staff site visit done for this project? ☐ Yes ☐ No.

  Date of visit: _____Name of DEP Staff person inspecting this site:_____

☐ lat/long location of project site: Latitude_____Longitude_____

Tech Transfer / Public Outreach

- Briefly describe any action to demonstrate the value of the BMP to others:

Operation and Maintenance Plan

Any management practices implemented for the project shall be properly operated and maintained for the intended purposes during its life span. Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The contractor shall assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. Additionally, both EPA and DEP reserves the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring, and if it is determined that the participants are not operating and maintaining these practices in an appropriate manner, EPA or the DEP, respectively, may request a refund for that practice supported by the grant period. The life span of a project shall be determined by the contractor, tailored to the types of practices expected to be funded in this project. **The contractor shall provide DEP with an engineering estimate of the design life of the best management practice(s) BMP(s).** They may follow the approach used in many State and Federal funding programs. A sub-awardee and the State may agree to transfer a grant to another party. The transferee must be determined by the State to be eligible to participate in the administration of the Section 319 grant and must assume full responsibility under the grant, including operation and maintenance of those practices already installed and to be installed as a condition of the grant. The State may require a participant to refund all or a portion of the grant if the participant sells or loses control of the land under the grant and the new owner or controller is not eligible to participate in the program or refuses to assume responsibility under the contract.

- Provide engineering estimate of the design life of the BMP(s) and sources (web site if available) used to develop estimate:

- Briefly summarize (or attach documentation) to indicate who will be responsible and how the BMPs at the NPS Project site will be inspected and maintained:

A RESOLUTION APPROPRIATING $17,300,500 FOR THE COSTS ASSOCIATED WITH THE EXPANSION AND RENOVATION OF HOLLAND HILL ELEMENTARY SCHOOL AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION

Resolved:[1]

1. As requested by the Holland Hill Elementary School Building Committee, the Town of Fairfield hereby appropriates the sum of Seventeen Million Three Hundred Thousand Five Hundred and 00/100 Dollars ($17,300,500) for the costs associated with the expansion and renovation of Holland Hill Elementary School which costs include architectural, design, specialty consultant, environmental, engineering, site development, oversight, consultant, material, construction, furniture and fixtures, equipment, temporary and permanent financing and soft costs and other costs and expenses that are related to completion of the renovation and expansion or are customary for projects of such character (the "Project"); such renovations and additions are outlined in "Proposed Additions & Alterations, Holland Hill Elementary School, Board of Selectmen Presentation, May 31, 2017", a copy of which is attached hereto as Exhibit A.

2. To finance such appropriation and in lieu of a tax therefor, the Town of Fairfield shall borrow a sum not to exceed Seventeen Million Three Hundred Thousand Five Hundred and 00/100 Dollars ($17,300,500) and issue its bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town or so much as may be necessary after deducting grants or other funds available therefor.

3. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have

[1] On February 29, 2016, the Representative Town Meeting appropriated and authorized bonding of $1,240,000 to fund design costs and other costs associated with the renovation and expansion of Holland Hill Elementary School. This resolution authorizes additional funds of $17,300,500 bringing the total amount appropriated to fund the renovation and expansion of Holland Hill Elementary School to $18,540,500.

full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.

5. The bonds may be designated "Public Improvement Bonds or School Bonds of the Town of Fairfield", series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town. The bonds shall be issued in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three (3) years from the date of issuance and the last installment to mature not later than twenty (20) years from the date of issuance. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.

6. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the

laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

7. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.

8. The First Selectman, Director of Finance and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.

9. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.

10. The First Selectman and other Town officials are authorized to seek grants and other contributions for the costs of the Project. Any such grants or contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolutions and shall reduce the amount of the Bonds that can be issued pursuant to this Resolution. If such grants and contributions are received after the issuance of the Bonds, they shall be applied to pay the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax exempt status of the Bonds.

EXHIBIT A

KENNETH BOROSON
ARCHITECTS

SUMMARY OF PROGRAM COMPLIANCE WORK

PROPOSED ADDITIONS & ALTERATIONS
HOLLAND HILL ELEMENTARY SCHOOL
105 MEADOWCROFT ROAD
FAIRFIELD CT

BOARD OF SELECTMEN PRESENTATION

MAY 31, 2017

BUILDING ADDITIONS

1. Eliminate portable classrooms (5).
2. Expand building to accept four (4) classrooms for each grade level, 24 total. Currently there are 19 classrooms plus an art classroom.
3. Create a new general music classroom.
4. Provide new lockers for grades 4 and 5 at new addition corridor.
5. Develop additional program space to accommodate special education resource rooms; gang toilets for assemblies and general student use at Gymnasium, staff toilets.
6. Expand Kitchen to meet additional cooler/freezer space requirements.
7. Provide new space for code required upgrades (sprinklers) and increased electrical demand.
8. Create a new performance platform/instrumental music classroom space.
9. Provide new fresh air ventilation and air conditioning systems.

ALTERATIONS

1. Remove existing stage from APR, convert space for resource rooms
2. Abate existing asbestos lead and PCB contaminated areas, only as affected by new construction.
3. Alter Kitchen to provide two (1) new serving line; replace outdated equipment.
4. Expand central office to provide secure visitor's control, ADA staff toilets, program requested Nursing office.
5. Upgrade all existing noncompliant ADA toilet facilities to ADA accessible.
6. Replace all existing classroom millwork, replace existing sinks with ADA accessible sinks.
7. Replace all existing classroom and corridor ceilings and lights. (Required by new A.C. and sprinkler distribution requirements).
8. Replace all existing lockers with new.

9. Provide central air conditioning through out all occupied spaces (Ductwork, refrigeration lines, power, controls). Replace existing outdated systems with new (Media Center, Central Office).
10. Replace all existing classroom lighting with high efficiency LED daylight controlled fixtures.
11. Replace all existing fin tube radiation control valves.
12. Provide a new DDS control system for all HVAC functions.
13. Provide fully sprinkler protected facility.
14. Replace outdated Gymnasium hard wood floor with new hardwood floor.
15. Remove Cafeteria/Multi Purpose room wood floor and provide new VCT floor.
16. Provide new technology upgrades as required by new teaching environments.
17. Provide updated security systems (exterior cameras, door bugs, motion detectors, isolated entry lobby).
18. Roofing work as required by placement of new A.C. related equipment.
19. Structural supports as required by placement of new A.C. related equipment.

SITE REVISIONS

1. Demolish and remove existing portable classroom structures (3), return newer leased portable classrooms (2).
2. Reconfigure existing southwest parking area to accommodate more parking, including drainage upgrades. Increase parking to 89 total plus 12 parent drop off/pick up spaces.
3. Reconfigure driveway access to provide bypass for parent drop off/pickup.
4. New speed table and walkway across existing driveways from existing parking to school main entry.
5. New drainage and retention systems due to increased roof and paved areas.
6. Provide new security access drive along southeast side of new building addition, including paved play area.
7. Provide renovated playground area including new equipment.
8. New security fencing and gates at renovated playground.
9. New graded and accessible walkway from Brookdale Road
10. Additional landscaping.
11. Restoration of all disturbed field areas due to construction.

SUMMARY OF PROGRAM COMPLIANCE WORK

PROPOSED ADDITIONS & ALTERATIONS
HOLLAND HILL ELEMENTARY SCHOOL
105 MEADOWCROFT ROAD
FAIRFIELD CT

BOARD OF SELECTMEN PRESENTATION

MAY 31, 2017

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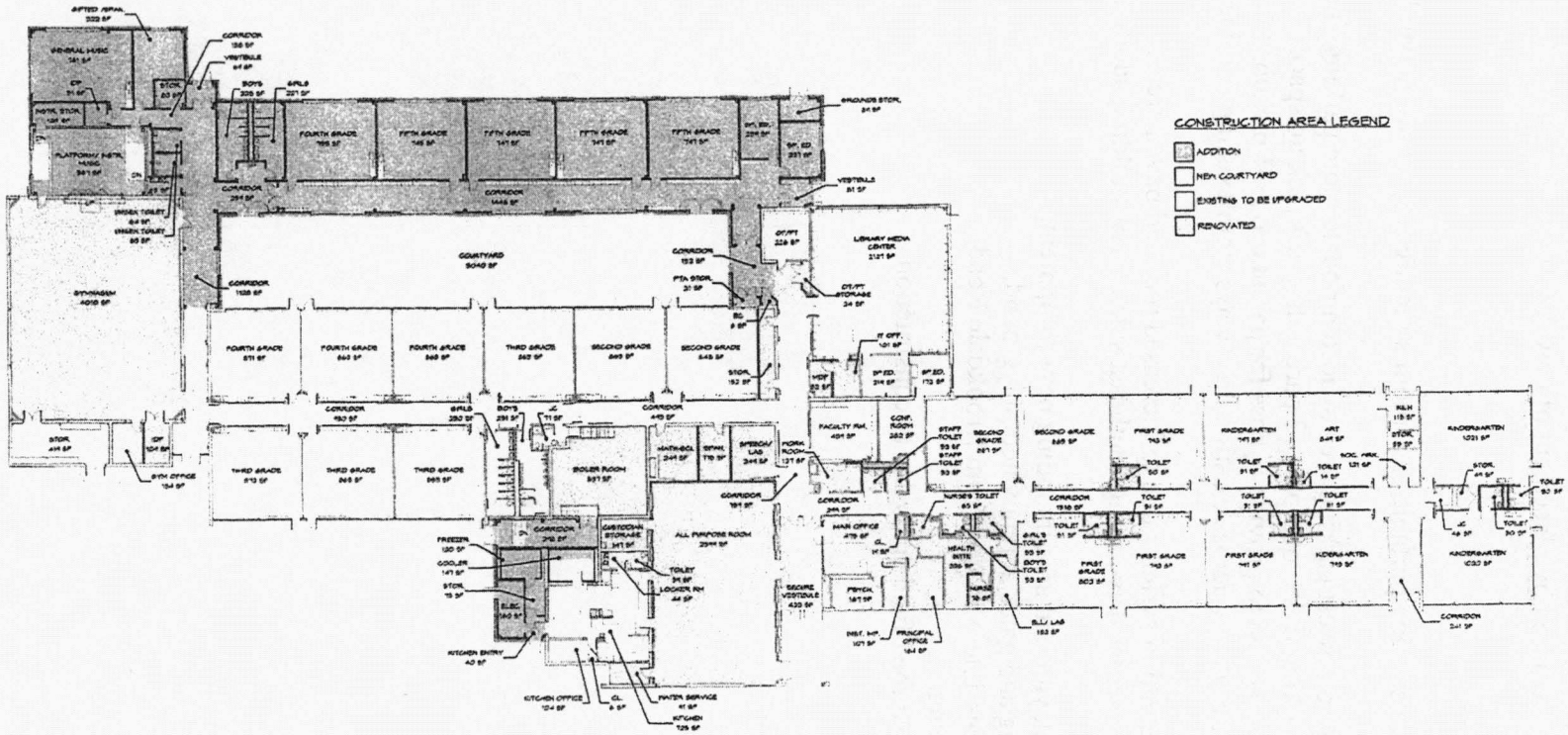


1 / P-1 FIRST FLOOR PROPOSED AREA DIAGRAM
SCALE: 1/16" = 1'-0"

KENNETH BOROSON ARCHITECTS

DTC

PERRONE & ZAJDA ENGINEERS LLC

PROFESSIONAL SEAL

PROJECT TITLE
PROPOSED ADDITIONS & ALTERATIONS TO HOLLAND HILL SCHOOL

DESIGN DEVELOPMENT

BUILDING NAME / ADDRESS
HOLLAND HILL SCHOOL
120 HAZEDENE PARK ROAD
FAIRFIELD, CT 06824

PROJECT NUMBER	DATE NUMBER
2016.007	PENDING

DRAWING TITLE
PROPOSED FIRST FLOOR SCOPE DIAGRAM

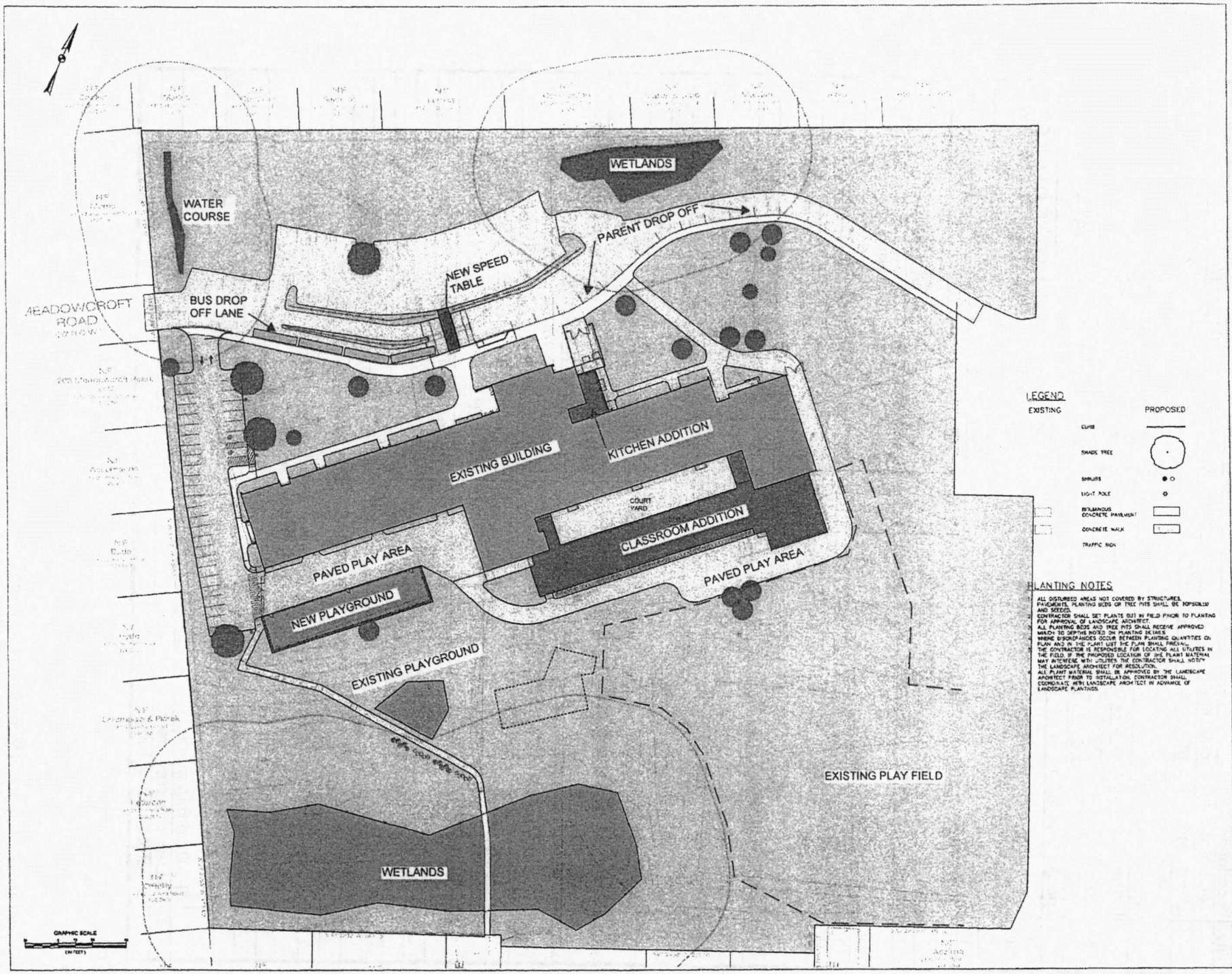
SCALE	DRAWN BY
1/16" = 1'-0"	BHS
PLOTTED	DATE
3D MODEL	APRIL 24, 2017

DRAWING NUMBER
P-1

DESIGN DEVELOPMENT SUBMISSION - NOT FOR CONSTRUCTION

Holland Hill Design Development Plans
Comparison to Education Specifications, 2/14/17 revision
5/31/17

Qty	Description	Comments
1	General Music/Vocal Classroom	Provided in new addition (761 s.f.)
1	CR for lesson, small groups in band and strings	Located on new platform (587 s.f.)
1	Art Room (storage areas for supplies and equipment)	Located in existing building (849 s.f.)
20	Home room classrooms, Grades 1-5	750-800 sf +/-, 5 classrooms in new addition
4	Kindergarten Classrooms	1000 sf +/-, student cubbies
1	One Computer Lab, 25 student stations	Housed in existing Media, to remain
	Special Education	
4	- Resource-Teaching Rooms	Four provided, two in addition, two in existing media center area (239 s.f, 237 s.f., 219 s.f., and 172 s.f.)
1	- OT/PT	Provided adjacent to Media (226 s.f.)
	Support Services	
1	Instructional Improvement Teacher office	Provided in admin suite (107 s.f.)
1	School Psychologist office	Provided in admin suite (167 s.f.)
1	Social Worker Office	Provided between art and kindergarten (121 s.f.)
1	Teacher of the Gifted Room	Provided in addition (322 s.f.)
1	Math/Science Room	Provided near APR (249 s.f.)
2	Language Art Specialist Room	One in admin suite (132 s.f.), one near APR (249 s.f.)
1	Spanish Office	Provided near APR (178 s.f.)
1	Nurse's Facility	Provided in admin suite (465 s.f.), suite includes nurse's office and dedicated toilet.
1	Large Conference Room	Provided across from office (282 s.f.)
	Common/Core Spaces	
	Assembly seating 550+/- and a stage	Provided in gym, new addition for platform
	Cafeteria with two serving lines, seating for 200-250 students	Provided in APR
	Food Service Kitchen	Provided w/ small addition for new electrical room, freezer, storage and cooler.
	Two staff workrooms including staff dining	Faculty room provided (439 s.f.), work room provided (127 s.f.)
	Adequate storage space	Storage dispersed throughout building
	Large Dedicated storage areas for instructional materials	Provided
	Custodial Office	Provided off of APR
	Custodial Supply and work area	Provided off of APR
	Staff lavatories	Provided
	Student lavatories	Provided
	Main Office	
	Principal's Office	Provided in admin suite (184 s.f.)
	Three clerical work stations	Provided in admin suite
	Lockable Storage for student records and supplies	Provided
	One Coat Closet	Provided
	Site Development	
	90-100 parking spaces	89 provided (5 ADA), 12 parent drop-off not included with 89
	Hard surface play areas	Provided
	Re-establish playground	Provided



LEGEND

EXISTING		PROPOSED
	CURB	
	SHADE TREE	
	SHRUBS	
	LIGHT POLE	
	BITUMINOUS CONCRETE PAVEMENT	
	CONCRETE WALK	
	TRAFFIC SIGN	

PLANTING NOTES

1. ALL DISTURBED AREAS NOT COVERED BY STRUCTURES, PAVEMENTS, PLANTING BEDS OR TREE PITS SHALL BE TOPSOILED AND SODDED.
2. CONTRACTOR SHALL SET PLANTS OUT IN FIELD PRIOR TO PLANTING FOR APPROVAL OF LANDSCAPE ARCHITECT.
3. ALL PLANTING BEDS AND TREE PITS SHALL RECEIVE APPROVED MULCH TO DEPTHS NOTED ON PLANTING DETAILS.
4. WHERE DISCREPANCIES OCCUR BETWEEN PLANTING QUANTITIES ON PLAN AND IN THE PLANT LIST THE PLAN SHALL PREVAIL.
5. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES IN THE FIELD. IF THE PROPOSED LOCATION OF THE PLANT MATERIAL MAY INTERFERE WITH UTILITIES THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT FOR RESOLUTION.
6. ALL PLANT MATERIAL SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT IN ADVANCE OF LANDSCAPE PLANTINGS.

KENNETH BOROSON ARCHITECTS

DTC

FERRONE & ZUIDA ENGINEERS LLC

PROFESSIONAL SEAL

NO.	DATE	REVISION

PROJECT NAME
PROPOSED ADDITIONS & ALTERATIONS TO HOLLAND HILL SCHOOL
DESIGN DEVELOPMENT

BUILDING NAME & ADDRESS
HOLLAND HILL SCHOOL
505 MEADOWCROFT ROAD
FAIRFIELD, CT 06824

PROJECT NUMBER	DATE ISSUED
2016.007	PENDING

DRAWING TITLE
PLANTING PLAN

SCALE	DRAWN BY
AS NOTED	DM
PLOTTED	DATE
SD MODEL	April 28, 2017

DRAWING NUMBER
C.105

DESIGN DEVELOPMENT SUBMISSION - NOT FOR CONSTRUCTIO

PROJECT ESTIMATE	$18,040,500
CONTINGENCY FOR POTENTIAL REMEDIATION	500,000
TOTAL BOND	$18,540,500

	Recommended*[1] Budget	Original Budget	Riverfield
Building Construction	$14,309	$16,848	$14,600
Total Contingencies			
Owners	716 5%	1000 6%	713 5%
C/M	372	436	386
Project Cost	$18,040	$20,789	$16,599
Abatement	466*[2]	275	600 – 1000 Not isolated

*[1] Includes all portable costs

*[2] Includes abatement and consultant costs

Fairfield Public Schools

Holland Hill Elementary School

Total Project Budget

5/25/17

DRAFT

$(000) except $/GSF	Current Budget with Approved Transfers	Proposed CD, Bidding & Consruction Phase	Total Proposed Budget	Riverfield Pre-Con Budget	Riverfield Final Budget
	5/24/2016	5/24/2017	5/24/2017	11/9/2016	11/9/2016
New Construction (504 School)		55,301	55,301		
Portables Classrooms	1,848				
Renovation GSF	N/A	N/A	N/A	N/A	N/A
Total GSF	1,848	55,301	55,301	61,521	61,521
New Construction $/GSF	$ -	$ 165.93	$ 165.93	$ 165.93	$ 165.93
Renovation $/GSF	$ -	Incl above	Incl above	Incl above	Incl above
Total Construction w/ site $/GSF	$ -	Incl above	Incl above	Incl above	Incl above
Total Project $/GSF			$ 326.22	$ 270.22	$ 270.63
I. **Building Construction**					
A. New Building Construction		$ 14,309.3	$ 14,309.3	$ 13,924.8	$ 14,589.8
B. Other Construction			$ -	$ 10.0	$ 10.0
D. Existing Building Renovations		w/ new Const.	$ -	$ -	$ -
Total Building Construction	-	14,309.3	14,309.3	13,934.8	14,599.8
II. **Related Construction**					
A. Sitework					
1 Site Prep.	w/ new const.	w/ new const.	w/ new const.	w/ new const.	w/ new const.
2 Drives, Paths & Plazas	N/A	w/ new const.	w/ new const.	w/ new const.	w/ new const.
3 Parking	N/A	w/ new const.	w/ new const.	w/ new const.	w/ new const.
4 Site Improvements	N/A	w/ new const.	w/ new const.	w/ new const.	w/ new const.
5 Landscape & Planting	N/A	w/ new const.	w/ new const.	w/ new const.	w/ new const.
6 Building Demolition	N/A	w/ new const.	w/ new const.	w/ new const.	w/ new const.
7 Athletic Fields	N/A	w/ new const.	w/ new const.	w/ new const.	w/ new const.
8 Wetlands Mitigation	N/A	N/A	N/A	N/A	N/A
B. Site Utility Systems					
1 Water	w/ new const.	w/ new const.	w/ new const.	w/ new const.	w/ new const.
2 Sanitary Sewer	w/ new const.	w/ new const.	w/ new const.	w/ new const.	w/ new const.
3 Storm Sewer	w/ new const.	w/ new const.	w/ new const.	w/ new const.	w/ new const.
4 Electric	by FPS	w/ new const.	w/ new const.	w/ new const.	w/ new const.
5 Data & Communications	by FPS	w/ new const.	w/ new const.	w/ new const.	w/ new const.
6 Site Lighting	N/A	w/ new const.	w/ new const.	w/ new const.	w/ new const.
7 Gas	N/A	w/ new const.	w/ new const.	w/ new const.	w/ new const.
8 Steam	N/A	N/A	N/A	N/A	N/A
9 Chilled Water	N/A	N/A	N/A	N/A	N/A
C. Hazardous Materials	N/A	w/ new const.	w/ new const.	w/ new const.	w/ new const.
Total Related Construction	-	-	-	-	-
Total Construction	$ -	$ 14,309.3	$ 14,309.3	$ 13,934.8	$ 14,599.8
III. **Furniture, Fixtures & Equipment (FF&E)**					
A. Loose Furnishings	15.0	150.0	165.0	-	126.2
B. Program Related Equipment (Playground)		85.0	85.0	-	-
C. Data Equipment Infrastructure	15.0	35.0	50.0	25.0	-
D. Telecommunications Equipment (VOIP)		By FPS	By FPS	20.0	-
E. Audio/Visual Equipment		By FPS	By FPS	-	-
F. Specialty Signage		w/ new Const.	w/ new const.	10.0	-
Total FF & E	30.0	270.0	300.0	55.0	126.2

Fairfield Public Schools
Holland Hill Elementary School
Total Project Budget
5/25/17

DRAFT

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	5/24/2016	5/24/2017	5/24/2017	11/9/2016	11/9/2016
IV. Fees and Expenses					
A. Fees					
1 Existing Conditions & Space Program				40.6	40.6
2 Architect	315.1	621.0	936.1	842.4	842.4
a Structural Eng.	w/ architect	w/ architect	w/ architect	w/ architect	w/ architect
b MEP Eng.	w/ architect	w/ architect	w/ architect	w/ architect	w/ architect
c Civil Eng.	w/ architect	w/ architect	w/ architect	w/ architect	w/ architect
d Landscape Arch.	w/ architect	w/ architect	w/ architect	w/ architect	w/ architect
e Interior/Furniture Designer	w/ architect	w/ architect	w/ architect	w/ architect	w/ architect
f Code	8.5	16.5	25.0	25.0	25.0
g Lighting	w/architect	w/architect	w/architect	w/architect	w/architect
h Acoustical	w/ architect	w/ architect	w/ architect	w/ architect	w/ architect
i Signage	w/ architect	w/ architect	w/ architect	w/ architect	w/ architect
j Referendum Services	w/ architect	w/ architect	w/ architect	w/ architect	w/ architect
k As-Built Record Drawings		25.0	25.0	25.0	25.0
l Playground Design Services		25.0	25.0		
3 Special Consultants			-		
a Haz. Mat. Consultant	41.0	100.0	141.0	51.6	89.6
b Audio/Visual	w/ architect	w/ architect	w/ architect	w/ architect	w/ architect
c Computer/Info. Systems	w/ architect	w/ architect	w/ architect	w/ architect	w/ architect
d Geo-Tech	w/architect	w/ architect	w/architect	9.9	9.9
e Traffic	18.0	w/ architect	18.0	11.7	11.7
f Ecologist/Soil Sample	12.0	3.0	15.0	5.0	5.0
g CTHPB Consultant	48.5	w/ architect	48.5		
h Kitchen Service Designer	w/ architect	w/ architect	w/ architect	w/ architect	w/ architect
i Green Building Consultant	w/ CTHPB	w/ CTHPB	w/ LEED des	28.5	28.5
j Peer Reviews	N/A	5.0	5.0		
4 Project Management	98.3	353.2	451.5	422.4	389.4
5 Building Commissioning	18.0	72.0	90.0	85.5	85.5
6 CM Pre-Construction Fees	130.0	20.0	150.0	w/ const.	w/ const.
7 Owner's Cost Estimator	w/ CM	w/CM	w/CM		
8 Owner's Legal Fees	10.0	15.0	25.0	15.0	15.0
9 Site Survey	w/ architect	w/ architect	w/ architect	7.4	7.4
10 Utility Assessment	-	20.0	20.0	20.0	20.0
Sub-total Fees	699.4	1,275.7	1,975.1	1,590.0	1,595.0

Fairfield Public Schools
Holland Hill Elementary School
Total Project Budget
5/25/17

DRAFT

$(000) except $/GSF	Current Budget with Approved Transfers	Proposed CD, Bidding & Consruction Phase	Total Proposed Budget	Riverfield Pre-Con Budget	Riverfield Final Budget
	5/24/2016	5/24/2017	5/24/2017	11/9/2016	11/9/2016
B. Expenses					
1 Owner's Insurance	0.3	14.7	15.0	18.0	18.0
2 Permits		5.0	5.0	w/ constr.	w/ constr.
3 Printing	10.0	5.0	15.0	20.0	12.0
4 Construction Utilities Use		50.0	50.0	w/ constr.	w/ constr.
5 Site Borings	w/ Geotech	w/ Geotech	w/ Geotech	w/ architect	w/ architect
6 Materials Testing	1.1	43.9	45.0	60.0	55.0
7 Special Inspections	2.5	7.5	10.0	w/ testing	w/ testing
8 Consultant Reimbursables	16.0	33.5	49.5	60.0	43.0
9a Moving/Relocation/Portables	-	90.0	90.0	25.0	50.0
9b Portable Classrooms	316.1	-	316.1	25.0	50.0
10 Physical Plant Expenses	5.0	10.0	15.0	5.0	14.6
11 Misc. Expenses	10.0	10.0	20.0	15.0	15.0
12 Advertising		10.0	10.0	4.1	4.1
13 Temporary Space/Operations	w/Constr.	w/Constr.	w/ Constr		
14 Financing Costs/Bond Origination		100.0	100.0	100.0	100.0
15 Site Acquisition	-	-	-		
Sub-total Expenses	361.0	379.6	740.6	332.1	361.7
Total Fees and Expenses	1,060.4	1,655.3	2,715.7	1,922.1	1,956.7
V. **Contingency**					
A. Owner (5%)	149.6		715.5	712.5	(33.3)
				-	-
Total Contingency	149.6	-	715.5	712.5	(33.3)
VI. **Inflation - 2018 Construction (2yr)**	-	w/ new Const.	w/ new const.	w/ new const.	w/ new const.
Total Project Cost	$ 1,240.0		$ 18,040.5	$ 16,624.4	$ 16,649.4
Hazardous Materials Contingency			$ 500.0		
Total Project Cost			$ 18,540.5		
Riverfield 2018 Escalated Cost (4% Compounded From 2013)			$ 20,225.2		

MEMORANDUM

TO: Fairfield RTM

FROM: Phil Pires (RTM District 4),

CC: Co-Sponsors: Michael Herley (RTM District 10), Brian Farnen (RTM District 9), Elizabeth Zezima (RTM District 4), Jennifer Hochberg (RTM District 4), and Heather Dean (RTM District 3)

RE: Proposed Amendment to Section 48 of the Town Code

DATE: June 13, 2017

The RTM Members in District 4 were approached by a constituent who raised questions and concerns about our existing ordinance on Dog Waste Removal (Section 48 of the Town Code). After consulting with Captain Donald Smith and Animal Control Officer Paul Miller, and after reviewing similar ordinances in several other communities, we have prepared a proposed amendment to Section 48. The proposed amendment contains three minor changes to the existing ordinance:

1) We added the phrase and "dispose of same in a proper manner" to add clarity to 48-1. Similar language is contained in Westport's ordinance.

2) We revised 48-2 to exempt service dogs from the scope of the ordinance. The logic is that it could be a hardship for someone suffering from a disability to clean up after a service dog. The existing ordinance already included language exempting guide dogs.

3) We increased the amount of the fine contained in 48-3 from $25 to $100. The $25 fine is assessed as an "infraction," and because of the low amount of the fine, it is "recalculated" to $49 ($25 fine + $4 fee + $20 surcharge). This "recalculation" applies to municipal ordinances that impose fines that are less than $90. As a result, the present ordinance lacks clarity because the actual penalty that will be imposed is not the fine stated in the ordinance. Attached is an excerpt from the State of Connecticut Superior Court Schedule on Violations and Infractions which demonstrates how fines for violations of municipal ordinances are assessed.

   The amendment to the ordinance increases the fine to $100. The larger fine has the benefit of improved clarity because a $100 fine actually means a $100 penalty when it is assessed. In addition, a higher fine should have a greater deterrent effect on residents who are presently not cleaning up after their dogs.

VIOLATIONS OF MUNICIPAL ORDINANCES NOT RELATED TO PARKING OR MOTOR VEHICLES

The complaint ticket may be used for violations of municipal ordinances NOT related to parking or motor vehicles where the amount of the penalty established by the ordinance is $250.00 or less.

When computing the "Total Amount Due," begin with the ordinance penalty amount. Where the ordinance penalty amount is $90.00 or less, add to that amount the fee amount which is equal to one dollar for each $8.00 or fraction thereof on the first $88.00 of the ordinance penalty amount. To this sum, add a surcharge of $20.00 if the ordinance penalty amount is less than $35.00. If the ordinance penalty amount is $35.00 or more, add a surcharge of $35.00. Where the ordinance penalty amount exceeds $90.00 but does not exceed $250.00, the "Total Amount Due" is equal to the ordinance penalty amount.'

STAT. NO.		TOTAL AMOUNT DUE
7-148	Municipal ordinance NOT related to parking or motor vehicles where the amount of the penalty is $90.00 or less	**SEE EXAMPLES 1 and 2 BELOW**
7-148C191-250	Municipal ordinance NOT related to parking or motor vehicles where the amount of the penalty is greater than $90.00 but not more than $250.00	**SEE EXAMPLE 3 BELOW**

EXAMPLES: 1-Ordinance penalty amount = $29.00; Total Amount Due = $53.00 ($29.00 + fee $4.00 + surcharge $20.00)

2-Ordinance penalty amount = $35.00; Total Amount Due = $75.00 ($35.00 + fee $5.00 + surcharge $35.00)

3-Ordinance penalty amount = $100.00; Total Amount Due = $100.00

VIOLATIONS OF MUNICIPAL PARKING ORDINANCES

The complaint ticket may be used for violations of municipal parking ordinances where the amount of the penalty established by the ordinance is $250.00 or less.

When computing the "Total Amount Due," begin with the ordinance penalty amount. Where the ordinance penalty amount is $90.00 or less, add to that amount the fee amount which is equal to one dollar for each $8.00 or fraction thereof on the first $88.00 of the ordinance penalty amount. To this sum, add a surcharge of $20.00 if the ordinance penalty amount is less than $35.00. If the ordinance penalty amount is $35.00 or more, add a surcharge of $35.00. Where the ordinance penalty amount exceeds $90.00 but does not exceed $250.00, the "Total Amount Due" is equal to the ordinance penalty amount.

STAT. NO.		TOTAL AMOUNT DUE
7-148*	Municipal PARKING ordinance where the amount of the penalty is $90.00 or less	**SEE EXAMPLES 1 and 2 BELOW**
7-148PK91-250	Municipal PARKING ordinance where the amount of the penalty is greater than $90.00 but not more than $250.00.....	**SEE EXAMPLE 3 BELOW**

EXAMPLES: 1-Ordinance penalty amount = $29.00; Total Amount Due = $53.00 ($29.00 + fee $4.00 + surcharge $20.00)

2-Ordinance penalty amount = $35.00; Total Amount Due = $75.00 ($35.00 + fee $5.00 + surcharge $35.00)

3-Ordinance penalty amount = $100.00; Total Amount Due = $100.00

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made this day of 2017 by

and between the TOWN OF FAIRFIELD, a municipality within the County of Fairfield, State of Connecticut ("Lessor"), its successors and assigns, and OPERATION HOPE OF FAIRFIELD, INC., a Connecticut non-stock and corporation ("Lessee"), which is qualified as a non-profit organization under Section 501 (c) (3) of the Internal Revenue Code of 1986.

WITNESSETH:

WHEREAS, Lessor has leased to Lessee, for the past 30 years, the building known as 50 Nichols Street, Fairfield, CT (the "Premises") for the purpose of providing shelter to homeless persons in the Town of Fairfield; and

WHEREAS, Lessor and Lessee intend that this Lease set forth the terms and conditions of the leasing of the Premises.

WHEREFORE: In consideration of the promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. Leased Premises.

Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby demise and lease unto Lessee the Premises for use as a shelter for the homeless and for administrative offices.

Section 2. Term. The duration of this Lease shall be for a period commencing upon May 15, 2017 and shall expire on May 14, 2027.

Section 3. Rent.

A. Base Rent. Lessee shall pay to Lessor one dollar ($1.00) per year base rent ("Base Rent") for the Premises.

B. Additional Rent. Lessee shall be solely responsible for, and shall pay, all costs, expenses, and obligations of every kind and nature whatsoever arising from or relating to the Leased Premises and its use and operation by Lessee, which may arise or become due during the Term of this Lease, and that Lessee shall pay to Lessor, throughout the Term, all taxes, charges, assessments, costs, impositions and expenses of any kind arising from, concerning, or relating to the Leased Premises and/or the Lessee's use or occupancy thereof ("Additional Rent"). Without in

any manner limiting the foregoing, Lessee shall pay to Lessor, as items of Additional Rent for said Leased Premises, the following costs and expenses:

(i) During the Term of the Lease, Lessee shall pay all Taxes, if any are imposed, concerning or relating to the land comprising the Leased Premises and the Lessee's use and operation thereof. The term "Taxes" shall mean all taxes and assessments, general and special, ordinary and extraordinary, which shall or may, during the Term be assessed, levied, charged or imposed upon the Leased Premises or improvements thereon or the possession, operation, management, maintenances alteration, use or occupancy by Lessee of the Leased Premises, or are levied or imposed upon Lessee's equipment, fixtures and other personal property located in or about the Leased Premises, or on or against the cost of any improvements made in or to the Leased Premises by or for Lessee, regardless of whether title to the improvements is in Lessee or Lessor, including without limitation any gross receipts tax or excise tax. Lessor shall provide Lessee with copies of the various tax bills, and Lessee shall pay all such Taxes not later than the date on which such Taxes are due (and Lessee shall concurrently provide Lessor with proof of payment Of such Taxes). In the event any Taxes or Other impositions may be payable in installments, Lessee shall have the right to pay the same as such installments fall due. Lessor shall pay all Taxes due arising from or relating to the buildings and other improvements constructed or installed by Lessor.

For any fraction of a tax year at the beginning or end of the Term, Lessee's obligation shall be prorated as of the Commencement or end of the Lease Term. For any such fraction of a tax year at the beginning of said Terms Lessee agrees to reimburse Lessor for its portion of such Taxes within thirty (30) days after presentation to Lessee of receipted copies of the bills covering the same. For any such fraction of a tax year at the end of the Term, or any extension thereof, Lessor agrees to reimburse Lessee for Lessor's portion of such Taxes within thirty (30) days after
presentation to Lessor of receipted copies of the bills. Lessor will timely forward to Lessee copies of all tax notices for the Leased Premises, including the initial tax assessment and all tax notices, wherein an increase is made to the real estate tax assessment of the Leased _____ Premises such that Lessee is able to timely contest any re-assessment.

Lessee shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of Taxes assessed to or levied upon the Leased Premises and, if required by law, Lessee may take such action in the name of Lessor who shall with Lessee to such extent as Lessee may reasonably require, including, without limitation, the execution of documents. Lessor shall have the right to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement or otherwise contesting the validity or amount of Taxes assessed to or levied upon the Leased Premises if such proceeding shall in whole or in part pertain or relate to any period of time prior to or subsequent to the expiration or termination of this Lease.

(ii) Lessee shall promptly pay all utility bills, and all other charges and assessments against the Leased Premises, ordinary or extraordinary, other than electricity, oil, heat, solar and water, which shall be paid by Lessor. Lessee shall contract directly with all utility and service

providers for which Lessee is responsible for the Premises and Lessee shall timely pay such providers directly for all utility services. Lessor shall under no circumstances be liable to Lessee in damages or otherwise for any interruption in service of any utilities and services, and the same shall not constitute an eviction (constructive or otherwise) of Lessee.

(iii) Lessee shall pay for and obtain all permits, licenses and approvals necessary for the occupancy, use, construction, improvement and/or maintenance of the Premises.

To the extent that any and all Taxes, or lienable utilities, permits, fees, assessments and the like, as set forth hereinabove and as required to be paid by Lessee are not paid, and the same become charges and/or liens or claims against the fee interest underlying the Premises or liens or claims against the leasehold estate created hereunder, then in such event Lessor shall have the right to pay (but shall not be obligated to pay), satisfy and discharge any such obligations of Lessee and Lessee shall remain liable to and be obligated to repay Lessor the amount so advanced, together with interest thereon at the Prime Rate as published from time to time in the Wall Street Journal, or if it ceases to be published, the New York Times, plus two percent (2%) per *annum*, and payable as Additional Rent due hereunder under the same terms and conditions as set forth hereinabove.

Section 4. Use of the Leased Premises.

Use. Lessee shall use the Leased Premises only for a homeless shelter for no more than 40 occupants and administrative offices, and for no other use or purpose without Lessor's prior written consent.

Section 5. Additional Obligations.

A. The Lessee shall promptly pay for all utility costs for which it is responsible under Section 3 B ii. in connection with the operation of the Leased Premises. The Leased Premises shall be separately metered, at Lessee's sole cost and expense for all utilities for which Lessee is responsible, and Lessee will be directly billed by such utilities. Lessee shall be solely responsible for and shall pay for such utilities with respect to the Leased Premises.

B. Not cause or permit any person on the Leased Premises to destroy, deface, damage, impair or remove any part of the Leased Premises or the appurtenances thereto.

C. Not cause or permit liens of any kind (whether for materials, wages, labor or services) to be placed against the Leased Premises in connection with any work done by or for Lessee. If any such liens are filed, with or without Lessee's knowledge, Lessee shall immediately, at Lessee's sole cost and expense, take whatever action is necessary to cause such liens to be satisfied and discharged. Lessee shall obtain and file appropriate lien waivers prior to the commencement of any work in the Leased Premises.

D. Not permit any violation to issue and remain uncorrected from the appropriate regulatory agencies having jurisdiction thereover with regard to the operation of the Leased Premises.

Section 6. Maintenance and Repairs.

A. Lessee's Maintenance and Repair Obligations. At its sole cost and expense, Lessee shall at all times maintain all improvements installed by or for Lessee on the Leased Premises in a neat, clean and in good order and first class condition and repair, including all but not limited to all equipment, fixtures, appliances and facilities installed by or for Lessee, and Lessee shall be responsible for all replacement of and/or repairs thereof, except for structural elements of the Leased Premises -and equipment replacement of which would be considered a capital expenditure. Lessor shall keep and maintain the sidewalks and the parking area on the Leased Premises in good condition and free and clear of all snow, ice and debris. Lessee shall regularly police and clean the Leased Premises, and Lessee shall maintain, at its sole cost and expense, a facility for the disposal of trash on the Premises. All maintenance, repairs and replacements by Lessee shall be made in a first-class, workmanlike manner. Lessee shall maintain adequate security personnel and equipment with respect to the Leased Premises. Lessor shall not be responsible to keep or maintain or repair or replace any of the improvements, fixtures or equipment constructed or installed by or on behalf of Lessee on the Leased Premises, and Lessor shall be responsible for the maintenance and repair only of items or improvements constructed or placed upon the Leased premises by or on behalf of Lessor.

B, Failure by Lessee. In the event that Lessee fails to maintain the Leased Premises in good order, condition and repair to the extent required above, Lessor may give written notice to Lessee to perform the work that is reasonably required to remedy the situation. If Lessee fails to commence such work within ten (10) days following the receipt of notice and fails to diligently prosecute the same to completion, Lessor shall have the right (but shall not be obligated or required) to enter the Leased Premises and to perform such work at the expense of Lessee, and such expenses shall be immediately due and payable as Additional Rent hereunder.

C. Emergency Repairs. Notwithstanding the provisions of Section 7.B,, whenever emergency repairs are required to preserve the Leased Premises or the safety of persons or property, Lessee may undertake such repairs or request Lessor to undertake such repairs, said repairs to be performed as soon as reasonably and practically possible. If Lessee fails promptly to effect or request such repairs, Lessor may undertake such repairs without prior notice to Lessee as soon as reasonably and practically possible. Lessor shall give Lessee notice of such emergency repairs promptly after completing them; and the cost of such emergency repairs will be borne by Lessee if such replacement or repairs are not to the items required to be maintained by Lessor and shall be immediately due and payable as Additional Rent hereunder.

D. Disclaimer of Liability. Lessor shall not be responsible or liable for any maintenance or repair to the Leased Premises, other than for items Lessor is required to maintain, repair or replace. This Lease shall not be affected and there will be no diminution or abatement of Rent or other payments and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any services or utilities in or to the Leased Premises.

Section 7. Alterations: Additions: Signs.

A. Lessee shall not make any structural alterations, additions or changes in the Leased Premises without the prior written approval of Lessor, which approval shall not be unreasonably withheld.

All work performed by Lessee pursuant to this Section 7, shall be carried on at Lessee's cost and in a first-class, workmanlike manner in accordance with all standards or other requirements of Lessor and in compliance with all governmental laws, orders, regulations, ordinances and permits. Such work shall be carried on by responsible contractors approved by Lessor who will, prior to commencement of work, submit satisfactory proof of insurance coverage, satisfactory to Lessor in its reasonable discretion, naming Lessor as an additional insured.

B. Following completion of any alterations, additions or improvements by Lessee, Lessee shall furnish Lessor with Current plans and specifications reflecting such alterations, additions and improvements, or, in the alternative, with a certification from Lessee and its general contractor that the improvements to the Leased Premises have been constructed substantially in accordance with the final approved Lessee's Plans.

C. Lessee expressly covenants and agrees that any and all exterior signs, if approved in writing by Lessor, shall be erected and properly maintained by Lessee at Lessee's sole cost and expense, and shall comply with all local, state and federal laws, ordinances and regulations.

Section 8. Condition of Premises. Lessor does not make any representation or warranty, express or implied, of any kind or nature with respect to the Leased Premises or the condition thereof, and Lessee hereby accepts the Leased Premises in its current, "as is" condition.

Section 9. Insurance; Indemnity.

Disclaimer of Liability: Lessor shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee' s construction, maintenance, repair, use, operation, condition or dismantling of the Premises.

(a) Indemnification: Lessee shall, at its sole cost and expense, indemnify and hold harmless Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys,

and contractors (hereinafter referred to as "Indemnitees"), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the

Indemnitees by reason of any act or omission of Lessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

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

(b) Assumption of Risk: Lessee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Lessee" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, and Lessee hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's, gross negligence) arising out of the Lessee's installation, operation, maintenance, condition or use of the Premises or Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

(c) Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason Of any matter for which the Indemnitees are, indemnified hereunder, Lessee shall, upon notice fom any of the Indemnitees, at Lessee's sole cost and expense, resist and defend the same with legal counsel mutually selected by Lessee and Lessor; provided

however, that Lessee shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Lessor and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Lessee.

(d) Notice, Cooperation and Expenses: Lessor shall give Lessee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Lessor from cooperating with Lessee and participating in the defense of any litigation by Lessor' s own counsel, Lessee shall pay all expenses incurred by Lessor in response to any such actions, suits or proceedings. These expenses shall include all out-of - pocket expenses such attorney fees and shall also include the reasonable value of any services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in

connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Lessor by Lessee,

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

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

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

ii. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (l as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

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

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

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

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

(g) Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph, along with evidence of payment of required premiums shall be filed and maintained with Lessor annually during the term of the Lease, Lessee

shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor. Lessee shall cause Lessor to be endorsed as an additional insured on all policies, and shall provide Lessor with a copy of the declarations page of all policies evidencing such endorsement.

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

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

(i) Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Connecticut or surplus line carriers on the State of Connecticut Insurance Commissioner's approved list of companies qualified to do business in State of Connecticut. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company,

(j) Deductibles: All insurance policies may be written with deductibles, not to exceed $20,000 unless approved in advance by Lessor. Lessee agrees to indemnify and save

harmless Lessor, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

Section 10. Casualty.

If the Leased Premises (or any part thereof) shall be damaged or destroyed by fire or other casualty, Lessee shall as Soon as reasonably practicable commence and repair and/or rebuild the same to the condition which existed prior to such fire or other casualty, with reasonable diligence, except that if the damage is to items required to be owned by, maintained, replaced or repaired ed by Lessor, Lessor shall perform such repair or rebuilding.

Section 11. Assignment; Subletting.

Lessee shall not voluntarily; involuntarily or by operation of law, assign, transfer, mortgage or otherwise encumber all or any part of Lessee's interest in this Lease or in the Demised Premises or sublet the whole or any part of the Premises without first obtaining in each and every instance the prior written consent of Lessor, and provided that in the event of any assignment or subletting, the assignee or Sublettee shall also succeed to the possession and occupancy of the Building and provided said assignment or subletting is

not in violation of any permit or approval required by federal, state or municipal law for the operation of the Premises for the purpose set forth in Section 4 above. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Payment of rentals due hereunder by any party other than the Lessee named herein shall not be deemed to act as a consent to the assignment of this Lease or the subletting of the whole or any part of the Premises to such party nor relieve Lessee of its obligations to pay the rent provided for in this Lease. Lessee shall in no case seek to sublet or assign to any organization other than a non-profit organization. Lessee's assignment or subletting of the Premises in violation of this Section 11 shall result in immediate termination of this Lease as of the date of such assignment or subletting.

Section 12. Lessee's Default.

A. Events of Default: Any one or more of the following shall constitute an "Event of Default" under this Lease:

(1) Failure by Lessee to pay any installment of Additional Rent or any other sum provided for under this Lease when due where such failure continues for a period often (10) days after written notice from Lessor; provided, however, that Lessor shall not be required to give written notice more than three times in any twelve month period.

(2) Failure by Lessee to perform or observe any other covenant or condition contained in this Lease which failure shall continue for a period of thirty (30) days after delivery of written notice of such

failure by Lessor to Lessee; provided, however, that if Lessee's obligation is of such nature that more than thirty (30) days is required for its performance, then Lessee shall not be deemed to be in default hereunder if Lessee shall commence such performance within said thirty (30) day period and shall thereafter proceed diligently to prosecute the same to completion.

(3) Failure by Lessee to pay or reimburse any of Lessor's expenses required to be paid or reimbursed by Lessee pursuant to this Lease after receiving written notice of such failure from Lessor and failing to cure such default by the making of payment within thirty (30) days after the date of receipt of such notice.

B. Lease Termination. In the event that Lessee commits or allows an Event of Default to occur and continue until the expiry of the grace period provided set forth in subsection 2 of this section, Lessor may terminate this Lease. In such event, Lessee shall have no right to avoid such termination by payment of any sum due or by the performance of any condition, term or covenant broken. Lessee shall, however, immediately thereupon surrender quiet and peaceable possession of the Leased Premises to Lessor. Lessor may also assert and exercise any other rights and remedies herein set forth on behalf of Lessor or available at law or in equity. All of Lessor's remedies herein set forth (or provided by law or in equity) shall be cumulative and not exclusive.

Section 13. Quiet Enjoyment. Lessor represents and warrants that it is lawfully empowered to enter into this Lease and that, so long as Lessee shall perform all of Lessee's covenants and obligations hereunder, Lessee shall have and enjoy quiet and peaceable possession

of the Leased Premises without hindrance by Lessor or other claiming by, through or under Lessor.

Section 14. Waiver of Non-Performance. Failure of either party to exercise any of its rights hereunder upon any defective performance or non-performance by the other party of any condition, covenant or provision herein contained shall not be construed as a waiver thereof, nor shall any waiver of such defective performance or non-performance of any such condition, covenant or provision by such party be construed as a waiver of the rights of that party as to any subsequent defective performance or non-performance by the other party hereunder.

Section 15. Entire Contract. This Lease constitutes the entire leasing contract between the parties hereto with respect to the Leased Premises and there are no understandings, promises, representations or warranties, oral or written relating to this Lease that exist or bind any of the parties hereto, their respective successors or assigns, except as set forth herein. No amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by both parties.

Section 16. Applicable Law. It is mutually understood and agreed that this Lease shall be interpreted in accordance with the laws of the State of Connecticut, without regard to principles of conflict of laws, and further, the parties agree that no presumption shall be deemed to exist in favor of or against either party hereto as a result of the preparation or negotiation of this Lease.

Section 17. Severability. If any part any particular term, covenant or provision of this Lease shall be determined to be invalid and unenforceable, the same shall not affect the remaining provisions of this Lease, which shall nevertheless remain in full force and effect.

Section 18. Wai Waiver and Release of Claims. Lessor and Lessor's agents, consultants, representatives, partners, servants and employees shall not be liable for,: and Lessee hereby releases and relieves Lessor, its agents, consultants, representatives, partners, servants and employees from all liability in connection with, any and all loss of life, personal injury, damage to or loss of property, or loss or interruption of business occurring to Lessee, its 'agents, consultants, representatives, servants, employees, invitees,' licensees, visitors, or any other person, firm, corporation or entity, in or about or arising out of, in or upon the Leased Premises.

Section 19. Exoneration. It. is covenanted and agreed that no personal liability or responsibility is assumed by nor shall any such liability or responsibility at anytime be asserted or enforceable against Lessor or elected or appointed official of Lessor, or the successors or assigns of the foregoing on account of any covenant, undertaking or agreement m this Lease contained, all such personal liability and responsibility, if any, being expressly waived and released, it being understood that Lessee shall look solely to the equity of Lessor in the Leased Premises for

satisfaction of any proven damage of Lessee in the event of a breach by Lessor hereunder.

Section 20. Unavoidable Delay. If either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Lease, the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 21. Memorandum of Lease. Lessee or Lessor may record a Memorandum of this Lease outlining the length of the Term and any other terms of this Lease and being in form and substance acceptable to each party in its reasonable discretion.

Section 22. Authority. Each individual executing this Lease on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessee in accordance with the governing instruments of Lessee and that this Lease is binding upon Lessee in accordance with its terms. Each individual executing this Lease on behalf of Lessor represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessor in accordance with the governing instruments of Lessor and that this Lease is binding upon Lessor in accordance with its terms.

Section 23. Compliance with Laws and Ordinances. Lessee agrees that it will, at its sole cost and expense, promptly fulfill and comply with all laws, ordinances, regulations and requirements of the city, county, state and federal governments and any and all departments thereof having jurisdiction over the Leased Premises and/or Lessee's use or. operation thereof.

Section 24. Waiver of Trial by Jury. It is mutually agreed by and between Lessor and Lessee that the respective parties hereto shall and they hereby do waive trial by jury (unless such wavier would preclude a right to counterclaim) in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damages) on any matters whatsoever arising out of or in any way connected with this Lease.

Section 25. Notices. All notices, requests, demands and other communications required or permitted under this Lease (each, a "Notice") shall be in writing, signed by or on behalf of the party giving Notice and shall be deemed to have been given as follows: (a) if personally delivered: on the date of actual delivery to Lessor or to Lessee or any person in charge of Lessee's office in the Leased Premises; or (b) if mailed or delivered by overnight courier: on the date upon which any Notice shall have been received as shown by certified or registered return (or overnight delivery company) receipts. The following addresses shall be used for the foregoing purposes:

To the Lessor:

Town of Fairfield
Independence Hall
725 Old Post Road
Fairfield, CT 06430
Attention: First Selectman

With a copy to:

Town Attorney
Town of Fairfield
PO Box 5042
Westport, CT 06881

To the Lessee:

Operation Hope
50 Nichols Street
Fairfield, CT 06824
Attention: Executive Director

provided, however, that either party hereto may change its address for such purposes from time to time by giving written Notice of such changed address to the other party.

If Notice is given by certified or registered mail and the same is returned by the U.S. Postal Service marked "Refused" or "Unclaimed. service shall be deemed to have been given on the first business day following the date of mailing the same. Lessor shall be under no duty to post the Leased Premises except as otherwise specifically provided herein.

Section 26. Headings. The Headings in this Lease are inserted for convenience and identification only and are in no way intended to describe, interpret, define on limit the scope, extent or intent of this Lease or any provision hereof.

Section 27. Binding Effect.

A. Binding upon Lessor. This Lease shall not be binding upon Lessor unless and until the same shall have been signed by Lessor and delivered to Lessee by Lessor.

B. Binding upon All Parties and Others. After this Lease shall have been fully

signed by all parties and delivered by Lessor to Lessee, the same shall be binding upon the said parties and upon their respective successors and assigns.

Section 28. First Right to Purchase.

In the event Lessor should find a bona fide purchaser for the Premises, the Lessor shall immediately notify the Lessee of the prospective sale, and of the terms and conditions thereof and the Lessee shall have the option of purchasing said premises on the same terms and conditions upon giving notice of said option within thirty (30) days.

WITNESS the due execution of this Lease by duly qualified and authorized representatives of each party, in duplicate originals, as of the day and year first above written.

LESSOR: TOWN OF FAIRFIELD

By_____
Michael C. Tetreau, First Selectman

LESSEE: OPERATION HOPE OF FAIRFIELD, INC.

By Carla Miklos
Carla Miklos, Executive Director

Sunday

PROPOSED NOISE ORDINANCE REVISION:

Chapter 78 of the Town Code: Noise

§ 78-2. Definitions.

NIGHTTIME HOURS – The hours between 10:00 p.m. and 7:00 a.m., Sunday **evening** through ~~Thursday~~ **Friday morning (weekday schedule)**~~.~~**;** and **the hours between** 11:00 p.m. ~~to~~ **and** 8:00 a.m., Friday **evening** ~~and~~ **through** ~~Saturday~~ **Sunday morning (weekend schedule)**. During any state or national holiday, the weekend schedule will be in effect from the ~~previous~~ evening **before the holiday** through the **morning of the holiday**~~end of the holiday~~.

§ 78-3. Excessive noise prohibited.

It shall be unlawful for any person to emit or cause to be emitted any noise from such person's property beyond the boundaries of his property lines in excess of the noise levels set forth in § 78-5 during ~~the~~ nighttime hours **as defined in § 78-2**, except in those incidences provided for in §§ 78-8 and 78-9. ~~"Nighttime hours" shall mean the hours between 10:00 p.m. and 7:00 a.m., Sunday through Thursday, and 11:00 p.m. to 8:00 a.m., Friday and Saturday.~~

Kathleen Griffen
Jill Vergara

Memorandum

To: Board of Selectmen

From: Mark S. Barnhart, Director of Community & Economic Development

Date: June 15, 2017

Re: OPM Responsible Growth & Transit Oriented Development Grant Program

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I am requesting your authorization to submit an application on behalf of the Town of Fairfield to the Connecticut Office of Policy & Management (OPM) under its Responsible Growth & Transit Oriented Development Initiative. The application would request planning funds to develop a complete streets improvement plan for the Post Road (U.S. Route 1) corridor in Southport.

In particular, the Town is seeking to provide better connectivity and increased pedestrian and bicycle mobility between existing residential neighborhoods, surrounding businesses, Southport Village and the Southport Train Station. The project envisions a robust public engagement strategy with key civic organizations, area businesses and neighborhood groups as well as other stakeholders to create a strategy to transform this area into a more inviting, pedestrian friendly gateway into Fairfield and to enhance access to the Southport train station and the businesses within Southport Village. The plan will seek to develop strategies to balance the needs of all users within the area to improve mobility and safety, with an eye toward improving visual design aesthetics and making use of green infrastructure where feasible. The Town is requesting $200,000 in grant funding under this program. There are no local funds involved other than the anticipated provision of in-kind services in the event grant funding is awarded.

OPM is accepting applications through June 23, 2017. Grant applications require legislative authorization as well as the endorsement of the applicable regional planning agency; however, municipal applicants have until July 21, 2017 to secure these approvals.

I respectfully request your timely and favorable consideration of this matter so that we might meet the aforementioned deadlines. Please do not hesitate to contact me in the event that you have any questions.

Thank you for your consideration.

Information and Justification regarding the
Responsible Growth & Transit Oriented Development Grant Application

1. *BACKGROUND*: The Connecticut Office of Policy Management (OPM) is accepting applications under its Responsible Growth & Transit Oriented Development Initiative. This is a competitive application for which there are limited funds available. Municipal applications require legislative authorization.

2. *PURPOSE AND JUSTFICATION*: The program is intended to help identify and resolve problems or barriers preventing responsible growth and/or transit-oriented development. The Town is intending to submit an application to develop a complete streets improvement plan focused on the Route 1 corridor to provide better linkages and increased pedestrian and bicycle mobility between existing residential neighborhoods, surrounding businesses, Southport Village and the Southport train station.

3. *DETAILED DESCRIPTION OF PROPOSAL*: The Town is seeking grant funding to develop a complete streets improvement plan for the area within a ½ mile of the Southport train station, including, but not limited to, the US Route 1 corridor from the I-95 underpass south of the Exit 19 interchange to the Westport town line. The project envisions a robust public engagement strategy with key civic organizations, area businesses and neighborhood groups as well as other stakeholders to create a strategy to transform this area into a more inviting, pedestrian friendly gateway into Fairfield and to enhance access to the Southport train station and the businesses within Southport Village. The plan will seek to develop strategies to balance the needs of all users within the area to improve mobility and safety, with an eye toward improving visual design aesthetics and making use of green infrastructure where feasible.

4. *RELIABILITY OF ESTIMATED COSTS*: The Town is requesting $200,000 to finance the project. Project estimates were derived in consultation with the Town Engineering Department and MetroCOG staff based on experience with similar planning projects.

5. *PAYBACK PERIOD*: Not Applicable

6. *ADDITIONAL LONG RANGE COSTS*: Not Applicable

7. *ADDITIONAL USE OR DEMAND ON EXISTING FACILITIES*: Not Applicable

8. *ALTERNATES TO THIS REQUEST*: Not Applicable

9. *SAFETY AND LOSS CONTROL*: Not Applicable

10. *ENVIRONMENTAL CONSIDERATIONS*: No environmental impacts are anticipated.

11. *INSURANCE*: Not Applicable

12. *FINANCING*: Not Applicable

13. *OTHER CONSIDERATIONS*: Not Applicable

14. *OTHER APPROVALS*: Board of Selectmen and RTM approval by July 21, 2017 authorizing submission of the grant application.

2017 ANNUAL REPORT

Affordable Housing Committee
Town of Fairfield

Cynthia Sammarco, Co-Chair
Robert Frigo, Co-Chair
Solomon Briks
Walter Donne
Nancy Lyons
Gerry Stuhlman
Stephen Grathwohl, Chairman Emeritus
Gretchen Goethner, Recording Secretary

June 2017

2017 ANNUAL REPORT
Affordable Housing Committee

Key Statistical Data	2000	2010	2016	2010-2016 % Change
Population	57,340	59,404	61,016	2.7%
Average Household Size	2.61	2.69	2.79	
Median Household Income	$83,512	$106,767	$122,306	14.6%
Median Sales Price of a SF Home	$343,750	$520,000	$595,000	14.4%
Sales Price to Income Ratio	4.1	4.9	4.9	
Number of Residential Sales	795	605	722	19.3%
Number of Residential Sales < $300,000	272	61	60	(1.6%)
% of Residential Sales < $300,000	34.2%	10.1%	8.3%	
Total Number of Housing Units	21,029	21,430	21,359	0.0%
Percentage of Affordable Units (DECD)[1]	2.71%	2.21%	2.32%	

Affordability Analysis	2000	2010	2016	2010-2016 % Change
Median Sales Price	$343,750	$520,000	$595,000	14.4%
Qualifying Income to Purchase	$119,990	$127,850	$147,130	15.1%
Median Household Income	$ 83,512	$106,767	$122,306	14.6%
Income Gap	**($ 36,478)**	**($21,083)**	**($24,824)**	

	2000	2010	2016	2010-2015 % Change
Median Household Income	$ 83,512	$106,767	$122,306	14.6%
Attainable Home Price	$264,878	$447,952	$487,703	8.9%
Median Sales Price	$343,750	$520,000	$595,000	14.4%
Price Gap	**($ 78,872)**	**($72,048)**	**($107,297)**	

Summary:

There are several ways to measure affordability. Two are presented above. The first calculates the income required to purchase the median priced home and compares the derived income to the median household income. In 2016, the median priced home of $595,000 would require an income of $147,130 or 120% of the median household income, producing an income gap of $24,824. The second method calculates how much home the median income household could afford, and contrasts this figure with the median priced home. In 2016, the median income household could afford a home valued at $487,703, or $107,297 less than the median priced home. Income growth has generally not kept pace with housing costs. Conversely, mortgage interest rates are currently at historic lows, which have helped expand buying power. The Committee considers $300,000 as the upper limit of affordability for households making 80% of the area median income. There were only 60 single family home sales for less than $300,000, which represents 8.3% of the total houses sold. By comparison, there were 250 houses sold (35% of total) for less than the calculated attainable home price of $487,700.

Data Sources/Methodology:

Population figures, as well as data on the number of housing units and median household income, were provided by the U.S. Census Bureau and Connecticut Department of Public Health. Median homes sales data was furnished by the Warren Group. Residential sales data was culled from the Connecticut Multiple Listing Service.

Affordable home price was calculated based on the purchaser paying not more than one-third of household income toward housing costs with 10% down-payment. Mortgage calculations were based on a conventional thirty-year fixed rate mortgage, assuming prevailing rates as determined by a yearly average of the Federal Home Loan Mortgage Corporation Primary Mortgage Market Survey.

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

2017 ANNUAL REPORT
Affordable Housing Committee

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

During the past year, major Affordable Housing Committee accomplishments were:

1. A model **Affordable Housing Plan, Annual Compliance Report**, and **Deed Restriction**, were completed, which provides tools to ensure compliance with applicable affordable housing regulations. The model plan was presented to the Town Plan & Zoning Commission (TPZ) on June 10, 2016. It is noteworthy that two developers are now using this Model as a guide in their planning process.

2. The AHC reviewed and provided written comments to the TPZ on a proposed 29-unit "set aside" development situated at 1613-45 Black Rock Turnpike that was submitted pursuant to Section 8-30g of the Connecticut General Statutes. The proposed project, being developed by Harbor Town Homes, was subsequently approved by TPZ.

3. At the invitation of the State Delegation, the AHC co-chairs provided testimony before the State Housing Committee supporting proposed legislation (HB 6880) to amend Section 8-30g of the Connecticut General Statutes. They expressed concerns over the predatory developers as well as the unfairness of assigning half point credits for senior housing in the calculation of Housing Unit Equivalents (HUEP) which are necessary to achieve a moratorium from CGS Section 8-30g.

4. The AHC continued to monitor progress toward accumulating sufficient housing unit equivalency points (HUEP) to seek a temporary moratorium. See attached Exhibit A.

5. The AHC began work on the following additional goals which the AHC plans to present to Town officials in 2017:

    a. The establishment of an **Affordable Housing Trust Fund** to assist with the acquisition, rehabilitation, construction, repair and administration costs associated with affordable housing, whether for a single unit or large scale development. A Trust Fund would help facilitate the creation of new affordable housing units to the town's portfolio;

    b. The creation of an **Inclusionary Zoning Fee,** which would provide a funding mechanism for the Affordable Housing Trust Fund.

Exhibit A

Moratorium Status

Moratorium Progress	**HUEP Required**	**HUEP Estimated**	**GAP**
Dwelling Units per Census = 21,648	432.96	290.75	142.21
	Existing	**In Progress**	**Total**
Governmentally Assisted	17.00	104.00	121.00
Deed Restricted Ownership	48.00	0.00	48.00
Deed Restricted Rental	12.00	0.00	12.00
Set Aside Developments	58.25	35.00	93.25
Inclusionary Zoning Units	0.00	16.50	16.50
Total	135.25	155.50	290.75