

## Employees' Retirement Board

Seat	Name	Party	Term Start	Term End
1	Mahoney, John B	U	11/17	11/22
2	Trabuco, Carolyn Luther	D	11/18	11/23
3	Mullen, Geoffrey	R	11/14	11/19
4	Vahey, Brian P	R	11/15	11/20
5	Pollack, Scott H	U	11/16	11/21
EMP1	Conley, Thomas Patrick		12/17	12/19
EMP2	Atkins, Russell		4/17	4/19
BOE Emp.	Brand, Christopher		3/19	3/21
FSEL	Kupchick, Brenda L.		11/19	11/23

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

Town Code 37-11:

**§ 37-11 Employees' Retirement Board.**

[Amended 10-26-1970]

**A.**

The Employees' Retirement Board shall consist of nine voting members, who shall be the following: the First Selectman; three members, one of whom shall be from and chosen by members of the Board of Education, one of whom shall be from and chosen by the remaining employee members in the system, and one of whom shall be from and chosen by the administrative employees of the Town, such members to serve for terms of two years; and five members shall be appointed by the First Selectman, with the approval of the Representative Town Meeting. Such members appointed by the First Selectman shall serve for terms of five years, provided that each of said members currently serving on the Employees' Retirement Board shall serve until the expiration of his term.

**B.** All action taken by the Employees' Retirement Board shall be by majority vote.

**C.**

Any vacancy existing on the Employees' Retirement Board, either as a result of death, resignation or removal from the Town or Town employ, shall be filled for the expiration in the same manner as the original appointment or designation.

**D.**

The Employees' Retirement Board members shall serve without compensation and shall have charge of the general direction and management of the fund. Any portion of the fund may be invested by one or more trust companies or banks authorized to conduct a trust business in the state or may be deposited in any savings bank or trust companies or state or national banks in this state or may be used to purchase life insurance or endowment policies or annuity contracts issued by a life insurance company authorized to transact business in this state. From the retirement fund, the Employees' Retirement Board members shall, from time to time, appropriate and cause to be paid to the beneficiaries of the fund such sums as may be needed for paying pensions herein provided for. The Town shall furnish such clerical, legal, actuarial or medical assistance as the Employees' Retirement Board members shall consider necessary to carry out the purpose of this article, subject to such appropriations as shall be made in the manner provided for other Town appropriations. The fiscal officer shall act as executive secretary to the Employees' Retirement Board members but shall have no vote as an Employees' Retirement Board member.



## Town of Fairfield

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

### BOARDS AND COMMISSIONS QUESTIONNAIRE

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

Board/Commission: Employees Retirement Board

Date: 1-3-2020

Name: Eric Newman

Address: 85 Eastfield Drive, Fairfield, CT 06825

Party: Democrat

email: [ericnewmancpa@yahoo.com](mailto:ericnewmancpa@yahoo.com)

home phone: 203-219-9877

work phone: (203)977-4187

cell phone: 203-219-9877

1. How did you learn about this position?

**Cristin McCarthy Vahey contacted me about the pension board vacancy.**

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

**I am interested in continuing to volunteer my time and professional services to the town leadership, employees and retirees after eight years of public service on the RTM.**

**I will be able to bring my government and private sector investment and portfolio management experience to the board. The past nine years, I have been serving as an Accountant and Treasury Manager for the City of Stamford where I am responsible for the treasury management, pension, OPEB, fixed income and public private partnership portfolio accounting. I serve as a Trustee on Stamford's Classified Employees Retirement Fund Board; Trustee on the Other Post-Employment Benefit Board (OPEB); Member and Secretary of the Investment Advisory Committee and the Managers Union Representative on the Defined Contribution Retirement Plan Committee (401A and 457 Plans).**

**I served as a member of the NYSSCPA Private Equity & Venture Capital Committee, NYSSCPA Investment Management Committee, Treasurer for thirty-eight not-for-profit and special purpose**

**financing committees, and served as the Chairman of the Finance Committee of Town of Fairfield - Representative Town Meeting.**

**Prior to entering government and not-for-profit finance, I served as a financial analyst and investment accountant at Royal Bank of Scotland (RBS), IBM Global Financing, Purdue Pharma, Arnhold and S. Bleichroeder, Price Waterhouse and Soros Fund Management.**

**I received my B.B.A. in Accounting from Adelphi University; Certificate in Investment Banking from New York University; and is currently pursuing my M.B.A. in Finance at Sacred Heart University. I am Certified Public Accountant (CPA) and a Chartered Global Management Accountant (CGMA).**

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

**I have visited the town website and reviewed the past minutes, Joint Retirement Investment Board New Member Education, including the Town of Fairfield Pension Fund History, Employee Retirement Program Booklet, JRI conflict of interest statement and the CAFR's (Annual Report) pension sections and footnotes.**

**While serving on the RTM, I was in attendance at the RTM meetings when the Chairmen of the Joint Pension Investment Board provided the body an update on the pension plans performance.**

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

**Yes.**

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

**Yes.**

6. Do you have any potential conflict of interest?

**No.**

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

**Yes**

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

**Yes, Democrat**

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

## Eric Newman, CPA, CGMA

85 Eastfield Drive • Fairfield, CT 06825 • 203-219-9877 • [ericnewmancpa@yahoo.com](mailto:ericnewmancpa@yahoo.com)

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**City of Stamford, Stamford, CT**

2011 - Present

**Accountant – Treasury Manager**

**Trustee – Classified Employees Retirement Fund; Trustee – Other Post-Employment Benefits Fund; Board Member – Investment Advisory Committee; Board Member – Defined Contribution Retirement Plan Committee**

- Manage the treasury department staff of three responsible for cash and investment management, daily funding, wire payments, cash receipts, treasury accounting and special purpose entity controllership
- Serve on the boards of a \$227 million AUM defined benefit pension plan with 1,473 plan participants; OPEB Fund with \$157 million AUM with 4,310 plan participants; \$123 million AUM Defined Contribution Retirement Plan Committee; and Investment Advisory Committee with \$345 million in fixed income investments
- Participate in the selection, monitoring of investment manager strategies, allocations, targeted income and return objectives within acceptable risk/return framework while addressing the unfunded liability risk

**Eric Newman, CPA, CGMA, Fairfield, CT**

1998- Present

- Speaker at institutional investor conferences on global economic outlooks, opportunities and risk in emerging market debt, private debt, private equity, infrastructure and institutional real estate
- Served on NYSSCPA Private Equity and Investment Management Committees
- Serve as Chairman of the Board; Board of Director; Treasurer for JFSCT, Inc.
- Served as Treasurer for thirty-seven special purpose financing committees
- Provided management consulting services to Pepsi, Subway, Avon Products, Affinion, and United Way

**Town of Fairfield - Representative Town Meeting, Fairfield, CT**

2011 - 2019

**Chairman – Finance Committee**

- Collaborated with legislative and administration leadership to achieve strategic priorities, long term fiscal structural reforms, eight annual budgets and over \$210 million infrastructure bond issuances and financings

**Royal Bank of Scotland Group PLC, Bridgeport, CT**

2005 - 2009

**Lead Financial Analyst**

- Served on the Operational Risk Management Committee; Compliance & Risk Mitigation Workout Committee
- Managed the £/US\$ cross-border transfer pricing and settlements for a £3.4 billion AUM credit portfolio
- Provided macroeconomic trend analysis, rate movement, Industry and competitor analysis

**IBM Global Financing, Armonk, NY**

2004 – 2005

**Americas Balance Sheet Lead Analyst**

- Managed the consolidated analysis of Latin America, Canada and US \$13.5 billion financing portfolios

**Purdue Pharma LP, Stamford, CT**

2000 – 2004

- Treasury and investment accounting for the Sackler Family's \$2.1 billion portfolio of associated companies

**Arnhold and S. Bleichroeder, Inc. New York, NY**

1998 – 2000

- Portfolio reporting for Soros Fund Management's \$3.7 billion offshore macro and global private equity fund

**PricewaterhouseCoopers LLP, New York, NY**

1996 - 1998

- Audited private equity, fixed income, currency and commodity valuations; offshore fund structures

**Soros Fund Management / G. Soros Realty, Inc., New York, NY**

1993 – 1996

- Accounting for the Soros Family \$450 million private equity real estate portfolio

## EDUCATION

- |   |      |
|---|------|
| • Sacred Heart University, Jack Welch College of Business & Technology – M.B.A. Finance Candidate | 2021 |
| • Chartered Global Management Accountant (CGMA)   | 2012 |
| • New York University – Certificate in Investment Banking   | 1998 |
| • Certified Public Accountant – Licensed and Registered in New York State                         | 1998 |
| • Adelphi University, Robert B. Willumstad School of Business – B.B.A. Accounting                 | 1993 |

March 3, 2020

Water Pollution Control Facility - Replacement of 600 kW Generator (diesel) with 750 kW Natural Gas Generator

PROJECT COST \$735,900

Federal Share - \$347,250

WPCA - Town Share - \$388,650

1. BACKGROUND - Superstorm Sandy caused town wide power outages including loss of power to the Town Of Fairfield's critical facility, the Water Pollution Control Facility (WPCF). During this time, the WPCF was totally reliant on back-up power that was supplied in part by an aged, inefficient diesel generator that is at the end of its useful life. After Superstorm Sandy, FEMA offered Post Disaster Mitigation Grants for replacement of generators at critical facilities. The Town of Fairfield applied for and was awarded grant money for replacement of the generator located at the Administration Building which supplies power to approximately 50% of the treatment plant.
2. PURPOSE – The purpose is to replace an aged emergency diesel generator with a new, natural gas powered, energy efficient, prime generator and transfer switch at the WPCF that will provide alternative power for the next 20 years.
3. DESCRIPTION- The existing emergency, 600kW diesel generator will be removed, as will the diesel tank. This generator and fuel tank is located in the FEMA AE (13) Special Flood Hazard area. The replacement generator will be a new energy efficient 750 kW natural gas prime generator, where the fuel source will be from the natural gas supply system and not an above ground fuel tank. The new generator will be set above the 500 year flood elevation of 16.25, a requirement of FEMA. This generator will have the ability to run continually for 30 days, should the need arise. It will also be one of the energy sources included in the Microgrid for efficient energy supply to the WPCF during periods of island mode.
4. RELIABILITY OF COST ESTIMATE- On a scale of 1 to 10, reliability is an 10, based on actual project cost determined through the public procurement process.
5. INCREASED EFFICIENCY AND PRODUCTIVITY –The new generator and fuel source will be approximately 40% more efficient than the current diesel generator. The new generator will have the ability to operator for up to 30 days, where the current generator relies on the fuel in the tank and can only be operational for two days, as fuel delivery was found to be difficult and nearly impossible when roadways are flooded.

6. ADDITIONAL LONG RANGE COSTS – Maintenance on generator would be bore by the WPCA and is estimated to be approximately \$1000 per year.
7. ADDITIONAL USE OR DEMAND – Will only be used during periods of island mode.
8. ALTERNATIVES TO THIS REQUEST – No other alternatives other than to replace current generator with a diesel generator which is not energy efficient and only provides enough fuel to run for two days.
9. SAFETY- All provisions will be made to provide a safe environment around the generator. Removal of the diesel tank located next to the Pine Creek tidal marshland and within the FEMA 100 Year Special Flood Hazard Area will eliminate the possibility of a fuel spill in this sensitive area.
10. ENVIRONMENTAL CONSIDERATIONS – The installation of a natural gas generator is far superior then the current diesel generator. Carbon emissions will be reduced. Removal of the fuel tank will also eliminate environmental concerns associated with fuel tanks.
11. INSURANCE – Should not affect insurance rates.
12. FINANCING - Total Project cost \$735,900. (\$717,900 generator and automatic transfer switch, \$18,000 design and construction oversight)

FEMA PDM Grant - \$347,250.00

WPCA - - \$388,650 approved by WPCA 1-22-2020

13. OTHER CONSIDERATIONS - None
14. APPROVALS -

Board of Selectman	pending
Board of Finance	pending
RTM	pending



STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



**NOTICE OF SUB-GRANT AWARD**

The Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, (DESPP/DEMHS) hereby makes the following grant award in accordance with the Hazard Mitigation Grant Program, and in accordance with the grant solicitation and the attached grant application, if applicable.

Sub-Grantee: Town of Fairfield

Address: 725 Old Post Rd

City/State/Zip: Fairfield CT 06824

Town Code:

State Agency Code:

Federal Employer ID: 06-6001998

DUNS Number: 075388801

DEMHS Grant No: PDMC-PL-01-CT-2015-002

Project Title: WWTP Generator

Date of Award: July 19<sup>th</sup>, 2016

Period of Award: From: 5/29/2015

To: 6/30/2020

Amount of Award: Federal: \$347,250

State: \$0

State Match: \$0

Grantee Match: \$115,750

Total Budget: \$463,000

Fed Grant No: EMB-2016-PC-0009

Grantee Fiscal Year From: July 1 To: June 30

Awarding Agency: DHS/FEMA

CFDA: 97.039

R & D Award

☐ yes ☒ no

2 CFR 200.331:

*My signature below, for and on behalf of the above named sub-grantee, indicates acceptance of the above referenced award and further certifies that:*

1. I have the authority to execute this agreement on behalf of the sub-grantee; and
2. The sub-grantee will comply with all attached sub-grant Conditions.
3. I have identified, as indicated below, a municipal Point of Contact.

BY:

[Signature]  
Signature of Authorized Official

1-6-20  
Date

Brenda Kupchick, First Selectwoman  
Typed Name and Title of Authorized Official

[Signature]  
Municipal Designated Point of Contact  
(responsible for day to day implementation of project)

FOR THE DIVISION OF EMERGENCY SERVICES AND PUBLIC PROTECTION

BY:

[Signature]  
Signature of Authorized Official

[Signature]  
Date

Regina Y. Rush-Kittle, Deputy Commissioner  
Name and Title of Authorized Official

**SUMMARY DESCRIPTION OF FUNDING**

Through this accord, the Town of Branford will use Federal grant funding in the estimated amount of \$96,300 from the Hazard Mitigation Grant Program for the first phase, Engineering & Permitting, of the Linden Avenue Shoreline Stabilization, located within the Town of Branford, CT. The current total approved budget for this phase of the project is \$96,300. Federal reimbursement is 75% of the total eligible costs up to \$96,300, provided the sub-grantee adheres to the Scope of Work submitted within their approved application. Total estimated Federal share of the first phase of the project is \$96,300 with the non-Federal match of \$32,100. A maximum of 1% of the total actual Federal share of project funds can be claimed for project management costs upon completion of the project. The goal of the Hazard Mitigation Grant Program is to reduce the risk of damage from future natural disasters.





STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

SEP 21 2016



NOTICE OF SUB-GRANT AWARD

The Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, (DESPP/DEMHS) hereby makes the following grant award in accordance with the Pre-Disaster Mitigation Program, and in accordance with the grant solicitation and the attached grant application, if applicable.

Sub-Grantee Town of Fairfield  
Address 725 Old Post Rd  
City/State/Zip Fairfield, CT 06824

Town Code  
State Agency Code  
Federal Employer ID No. 06-6001998

DEMHS Grant No. PDMC-PJ-01-CT-2015-002  
Project Title Purchase/installation of Generator at WWTP  
Date of Award July 19th, 2016

Period of Award From: 05/29/2015 To: 10/31/2018

Amount Of Award Federal: \$347,250  
State Match: \$0 Grantee Match: \$115,750

Total Budget \$463,000

Fed Grant No.: PDMC-PJ-01-CT-2015-002

Grantee Fiscal Year From: July 1 To: June 30

*My signature below, for and on behalf of the above named sub-grantee, indicates acceptance of the above referenced award and further certifies that:*

1. I have the authority to execute this agreement on behalf of the sub-grantee; and
2. The sub-grantee will comply with all attached sub-grant Conditions.

BY: Michael Tetreau  
Signature of Authorized Official

8/15/16  
Date

First Selectman  
Michael Tetreau

Typed Name and Title of Authorized Official

Joseph Michelangelo

Municipal Designated Point of Contact  
(responsible for implementation of project)

FOR THE DIVISION OF EMERGENCY SERVICES AND PUBLIC PROTECTION

BY: William P. Shea  
Signature of Authorized Official

6 SEP 16  
Date

William P. Shea, Deputy Commissioner  
Name and Title of Authorized Official

SUMMARY DESCRIPTION OF FUNDING

Through this accord, the Town of Fairfield will use Federal grant funding in the estimated amount of \$347,250 from the Pre-Disaster Mitigation Program for the purchasing and installation of a generator at the WWTP in Fairfield, CT. Of the total project cost, which is \$463,000 the Town of Fairfield is responsible for 25% or \$115,750 not covered by this Federal grant.

25 Sigourney Street, 6<sup>th</sup> floor, Hartford, CT 06106  
Phone: 860.256.0800 / Fax: 860.256.0815  
An Affirmative Action/Equal Employment Opportunity Employer


BID # 2020-38

DESC Waste Water Treatment Plant Generator

DATE 11/13/2019

TIME 11:00 AM

**Town of Fairfield - Bid Results**



<b>Bidder</b>	<b>Lump Sum for all Work involved</b>
L. Holzner Electric Co.	717,900.00
All Electric Construction & Communication	739,000.00
A&R Electric Inc.	798,000.00
Sal Sabia Electric	825,000.00

See  
 bid ~~2019~~  
 2020-38

Supercadal

BID # 2019-43  
 DESC Water Pollution Control  
 Generator and ATS  
 DATE 1/15/2019  
 TIME 11:00 AM

**Town of Fairfield - Bid Results**

Description	Electrical Energy Systems Corporation Southington, CT	Holzner Construction Bridgeport, CT	A&R Electric Inc. Bridgeport, CT	Yankee Electric Fairfield, CT	All Electric Construction & Communication West Haven, CT	Sal Sabia Electric Stamford, CT	Pazz & Construction East Lyme, CT
Base Bid	\$641,610.00	\$738,400.00	\$845,000.00	\$799,000.00	\$725,000.00	\$1,070,000.00	\$798,000.00
Commence Work	60 Calendar Days	10 Calendar Days	30 Calendar Days	30 Calendar Days	30 Calendar Days	30 Calendar Days	30 Calendar Days
Complete Work	200 Calendar Days	180 Calendar Days	180 Calendar Days	240 Calendar Days	210 Calendar Days	150 Calendar Days	180 Calendar Days

Regular Meeting Minutes for the W.P.C.A.  
August 10, 2016

The W.P.C.A. Commission of the Town of Fairfield held its Regular Meeting on August 10, 2016 in the Basement Conference Room of the Honorable John J. Sullivan Independence Hall, 725 Old Post Road, Fairfield.

**MEMBERS PRESENT:** Quinn Degner Chairman, Christian Dockum, Vice Chairman, Bryan Thompson, Mark Elletson

**ABSENT:** Ron Drew, Robert Scinto, Christopher Tymniak

**PRESENT:** Joe Michelangelo, Director DPW, Jonathan P. Kurtz, Kohler Roman, LLC

Meeting was called to order at 7:35 pm.

**Approval of Minutes, July 27, 2016 Public Hearing:** Bryan Thompson moved and Mark Elletson seconded to approve the proposed minutes as submitted. Motion passed unanimously. (Quinn Degner and Christian Dockum abstained).

**Approval of Minutes, July 27, 2016 Meeting:** Bryan Thompson moved and Mark Elletson seconded to approve the amended minutes as follows:

In a discussion at the end of the meeting, Joe talked about an upcoming project regarding "A.TOD", adjacent to the current Scala project. He asked if the authority would like to consider an application in the early stages. The consensus was yes. Motion passed unanimously. (Quinn Degner and Christian Dockum abstained).

**Consider and act on a request by Fairfield University to connect a new School of Nursing building to the Fairfield sewer system.**

Mr. Kurtz. discussed the proposed plan of Fairfield University to connect a new School of Nursing building to the Fairfield sewer system with the Commission.

Mr. Michelangelo noted he concurs with the summary and inquired as to the rainfall effects, which was not in the report.

Mr. Thompson asked if they could co-inside it with the meter gages of the plan.

Mr. Kurtz noted there is another proposed building, which is part of the proposed application. It is a new building and a dormitory building. Mr. Kurtz handed out to the Commission a letter he sent to Chris Rogers, dated August 10, 2016, referencing estimated sewer demands for Fairfield University at 42 Langguth Road, Residence Hall, for their review.

**W.P.C.A. Commission**

**Meeting Minutes**  
**August 10, 2016**  
**Page two**

After discussion, it was noted this is not part of the agenda and will possibly go on the following agenda in September.

Mr. Thomson suggested that they look into the report for the new residence hall at the Jewish Home for the Elderly. He also suggested they provide a summary with respect to the flow analysis.

Bryan Thompson moved and Quinn Degner seconded to approve the discharge of the Fairfield University to connect a new School of Nursing building to the Fairfield sewer system contingent they pay the appropriate I&I abatement charge for the increase of gallon per day and to be determined by office staff and made payable within six months or no later than when the CO is issued for the occupancy of the building Motion passed unanimously.

**Acceptance of FEMA Generator Grant at Wastewater Treatment Plant**

Mr. Michelangelo noted all single mechanical units in the facility plan will get evaluated, as far as its condition. The generator is approximately 25 years old and is beyond its normal service life. The cost of purchasing and installing is \$463,000, 75% (\$347,250) is for the grant and 25% (\$115,750) is local funding.

Resolution:

WHEREAS, it is in the best interest of the Town of Fairfield Water Pollution Control Authority to purchase and install a new generator at the Wastewater Treatment Plant; and

WHEREAS, the cost of purchasing and installing is \$463,000, where \$347,250 (75%) reimbursement is provided through a Federal Pre-Disaster Mitigation Grant through a FEMA Grant administered by the State of Connecticut's Department Emergency Management & Homeland Security, and the remaining balance of \$115,750 is to be funded by the Water Pollution Control Authority.

NOW THEREFORE BE IT RESOLVED, that Michael C. Tetreau, First Selectman of the Town of Fairfield, is duly authorized to enter into and sign contracts on behalf of the Town of Fairfield Water Pollution Control Authority with the State of Connecticut's Department Emergency Management & Homeland Security for the purpose of obtaining a Federal FEMA Grant; and

FURTHER RESOLVED, that the First Selectman is authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto to secure said grant.

Bryan Thompson moved and Mark Elletson seconded to accept the grant money at 75% (\$347,250) for the FEMA Generator Grant at Wastewater Treatment Plant, as per resolution. Motion passed unanimously.

**Notification to Authority: Trumbull WPCA to discharge into Fairfield Sewers at Park Ave & Toll House for approximately 30 days to perform a replacement of 800 lineal feet of force main in the Trumbull Sewer System. Sewer flow will be metered and charged standard rate.**

Mr. Michelangelo noted the forest line at the old pump station on upper Park Avenue is old and is in need of replacement with 800 lineal feet of line, which is estimated to take about 30 days. This is not the first time to see this request.

Bryan Thompson *moved* and Mark Elletson *seconded* to permit Trumbull to discharge into Fairfield Sewers at Park Avenue & Toll House for a period of 30 days or however long it takes and to be charged at the current sanitary rate on their meter discharge.

There being no further business to come before the Commission, Bryan Thompson *moved* and Quinn Degner *seconded* to adjourn the meeting at approximately 8:00 p.m.

Respectfully Submitted,

Josephine M. Keogh  
Recording Secretary

BID # 2020-38

DESC Waste Water Treatment Plant Generator

DATE 11/13/2019

TIME 11:00 AM

**Town of Fairfield - Bid Results**

<b>Bidder</b>	<b>Lump Sum for all Work involved</b>
L. Holzner Electric Co.	717,900.00
All Electric Construction & Communication	739,000.00
A&R Electric Inc.	798,000.00
Sal Sabia Electric	825,000.00

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the \_\_\_\_\_ day of February in the year 2020  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Town of Fairfield  
725 Old Post Road  
Fairfield CT 06824

and the Contractor:  
(Name, legal status, address and other information)

Holzner Construction  
596 John Street  
Bridgeport CT 06604  
Phone: 203-335-4204

for the following Project:  
(Name, location and detailed description)

Wastewater Treatment Plant Generator and ATS Replacements  
330 Richard White Way  
Fairfield CT 06824  
Bid #2020-38

The Architect:  
(Name, legal status, address and other information)

Silver Petrucelli & Associates, Inc.  
3190 Whitney Avenue  
Hamden CT 06518  
Phone: 203-230-9007

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101<sup>™</sup>–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

*(Paragraph Deleted)*

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

Thirty (30) calendar days after receipt of Notice to Proceed or signing of Contract whichever comes sooner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

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**User Notes:**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

☒ Not later than One hundred eighty ( 180 ) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Seventeen Thousand Nine Hundred Dollars and Zero Cents (\$ 717,900.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

None

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

None

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item

Price

None

#### § 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit

None

#### § 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages shall be as listed in S.I.B.1.1.B

#### § 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

Init.

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User Notes:

(3B9ADA42)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Retainage of five (5) % plus CHRO retainage.

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

None

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

The two (2) % CHRO retainage will be returned in full after CHRO approves Holzner Electrical's affirmative action plan.

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

if agreed to by the Owner

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

## **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Paragraph Deleted)*

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Init.

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☒ [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

None

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Gerald Foley,  
Town of Fairfield  
Purchasing Department  
725 Old Post Road  
Fairfield CT 06824

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Mark Holzner, Vice President  
Holzner Construction

Init.

596 John Street  
Bridgeport CT 06604  
Phone: 203-335-4204  
Fax: 203-368-3425

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance per the Owner's Instructions to Bidders in the specifications manual.

§ 8.5.2 The Contractor shall provide bonds per the Owner's Invitation to Bid in the specifications manual.

§ 8.6 Intentionally Omitted

*(Paragraph Deleted)*

§ 8.7 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4

*(Paragraph Deleted)*

Drawings  
: See Exhibit "C" attached to this Agreement.

Number	Title	Date
--------	-------	------

.5 Specifications  
: See Exhibit "B" attached to this Agreement.

Section	Title	Date	Pages
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.6 Addenda, if any:

Number	Date	Pages
None		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*



[  
(Paragraph Deleted)

(Paragraph Deleted)

(Table Deleted)

[ ] Supplementary and other Conditions of the Contract: See Exhibit "A" attached to this Agreement.

Document	Title	Date	Pages
----------	-------	------	-------

.8 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

None

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**

Brenda L. Kupchick, First Selectwoman  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR (Signature)**

Mark Holzner Vice President  
(Printed name and title)

\_\_\_\_\_  
**OWNER(Signature)**

Gerald Foley, Director of Purchasing  
(Printed name and title)

Init.

WPCA WASTEWATER TREATMENT PLANT GENERATOR  
AND ATS REPLACEMENTS

WASTEWATER TREATMENT PLANT  
330 RICHARD WHITE WAY  
FAIRFIELD, CT 06824

BID #2020-38

S/P+A PROJECT NO. 18.144

<u>DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS</u>	<u>PAGES</u>
Town of Fairfield Invitation to Bid	11
Instructions to Bidders (AIA A701)	6
Supplementary Instructions to Bidders	6
Bid Form	3
Bidder Qualification Statement (AIA A305)	5
CHRO Contract Compliance Regulations Notification to Bidders	5
Standard Form of Agreement Between Owner and Contractor (AIA A101)	7
General Conditions of the Contract for Construction (AIA A201)	40
Supplementary General Conditions	6
Project Application and Project Certificate for Payment (AIA G702)	1
Project Application Continuation Sheet (AIA G703)	1
Drawing List	1
 <u>DIVISION 1 – GENERAL REQUIREMENTS</u>	
Section 011000      Summary of Work	3
Section 012100      Allowances	3



WPCA WASTEWATER TREATMENT PLANT GENERATOR  
AND ATS REPLACEMENTS

**WASTEWATER TREATMENT PLANT**  
**330 RICHARD WHITE WAY**  
**FAIRFIELD, CT 06824**

**BID #2020-38**

S/P+A PROJECT NO. 18.144

DIVISION 1 – GENERAL REQUIREMENTS

Section 012500	Substitution Procedures	4
Section 012600	Contract Modification Procedures	3
Section 012900	Payment Procedures	4
Section 013100	Project Management and Coordination	6
Section 013200	Construction Progress Documentation	6
Section 013233	Photographic Documentation	2
Section 013300	Submittal Procedures	9
Section 014000	Quality Requirements	7
Section 014200	References	10
Section 015000	Temporary Facilities and Controls	3
Section 016000	Product Requirements	5
Section 017300	Execution	7
Section 017700	Closeout Procedures	4
Section 017823	Operation and Maintenance Data	8
Section 017839	Project Record Documents	4
Section 017900	Demonstration and Training	4
Section 019113	General Commissioning	19

DIVISION 2 – EXISTING CONDITIONS

Section 024119	Selective Demolition	6
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DIVISION 3 – CONCRETE

Section 033000	Cast-in-Place Concrete	20
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DIVISION 5 – METALS

Section 055000	Metal Fabrications	7
Section 055213	Pipe and Tube Railings	7

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Section 079200	Joint Sealants	6
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DIVISION 9 – FINISHES

Section 099113	Exterior Painting	6
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DIVISION 23 – MECHANICAL

Section 231123	Facility Natural Gas Piping	18
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DIVISION 26 – ELECTRICAL

Section 260500	Common Work Results for Electrical	4
Section 260509	Electrical Demolition Requirements	2
Section 260519	Low-Voltage Electrical Power Conductors and Cables	6
Section 260523	Control Voltage Electrical Power Cables	6
Section 260526	Grounding and Bonding for Electrical Systems	5
Section 260529	Hangers and Supports for Electrical Systems	6
Section 260533	Raceways and Boxes for Electrical Systems	14
Section 260543	Underground Ducts and Raceways for Electrical Systems	17
Section 260548	Vibration and Seismic Controls	8
Section 260553	Identification for Electrical Systems	11
Section 263213.17	Gaseous Engine Generators	20
Section 263600	Transfer Switches	11

DIVISION 31 – EARTHWORK

Section 311000	Site Clearing	3
Section 312000	Earth Moving	8
Section 312333	Trench Excavation and Backfill for Utilities	5

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 321216	Asphalt Paving	8
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END OF SECTION

WPCA WASTEWATER TREATMENT PLANT GENERATOR  
AND ATS REPLACEMENTS

WASTEWATER TREATMENT PLANT  
330 RICHARD WHITE WAY  
FAIRFIELD, CT 06824

BID #2020-38

S/P+A PROJECT NO. 18.144

<u>Drawing Number</u>	<u>Drawing Name</u>
	COVER
<u>ELECTRICAL</u>	
E001	ELECTRICAL GENERAL NOTES
E100	WASTE WATER TREATMENT PLANT DEMO & CONSTRUCTION PLANS
E200	WASTE WATER TREATMENT PLANT ONE-LINE DIAGRAM
E300	ELECTRICAL DETAILS
<u>STRUCTURAL</u>	
S300	STRUCTURAL DETAILS & NOTES
<u>PLUMBING</u>	
P100	WASTE WATER TREATMENT PLANT GAS PIPING PLANS

END OF SECTION

**A RESOLUTION AMENDING AND RESTATING THE RESOLUTION ENTITLED “A RESOLUTION APPROPRIATING \$22,000,600 FOR THE COSTS ASSOCIATED WITH THE RENOVATION AND EXPANSION OF MILL HILL ELEMENTARY SCHOOL AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION” TO INCREASE THE AMOUNT OF THE APPROPRIATION AND THIS BOND AUTHORIZATION BY \$1,274,900 TO A TOTAL OF \$23,275,500.**

-----

**WHEREAS**, the Representative Town Meeting of the Town of Fairfield (the “Town”) adopted on May 28, 2018 a resolution entitled “A Resolution Appropriating \$1,500,000 for the Costs Associated with the Planning, Design and Obtaining Cost estimates for the Renovation and Expansion of Mill Hill Elementary School and the Cost of Relocation of Temporary Classrooms Installed at Mill Hill Elementary School and Authorizing the Issuance of Bonds to Finance such Appropriation” (the “2018 Resolution”); and

**WHEREAS**, the Representative Town Meeting of the Town adopted the resolution entitled “A Resolution Appropriating \$22,000,600 for the Costs Associated with the Renovation and Expansion of Mill Hill Elementary School and Authorizing the Issuance of Bonds to Finance Such Appropriation” (the “2019 Resolution”) on June 24, 2019, which was based on the then existing establishment of the costs associated with renovating and expansion of Mill Hill Elementary School and which included the \$1,500,000 appropriation and bond authorization of the 2018 Resolution; and

**WHEREAS**, the estimated costs associated with such renovation and expansion have increased to a total of \$23,275,500; and

**WHEREAS**, it is necessary to amend and restate the 2019 Resolution to reflect such increased estimated costs and to make appropriation and to authorize borrowing to fund such costs, the 2019 Resolution is hereby amended and restated to provide as follows:

**Resolved:**

1. As recommended by the Board of Finance and the Board of Selectmen, the Town hereby appropriates the sum of Twenty-three Million Two Hundred Seventy-five Thousand Five Hundred and 00/100 Dollars (\$23,275,500.00) for the costs associated with the renovation and expansion of Mill Hill Elementary School, which costs include but are not limited to costs of materials, construction, equipment, site work, fixtures, furniture, design, architectural engineering, specialty consultants, environmental, oversight, finance and other costs and expenses that are related thereto (the “Project”).

2. To finance such appropriation and as recommended by the Board of Finance and the Board of Selectmen, the Town may borrow a sum not to exceed Twenty-three Million Two Hundred Seventy-five Thousand Five Hundred and 00/100 Dollars (\$23,275,500.00) and issue its bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing such appropriation.
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 interest rate 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 to issue, sell and deliver the bonds and, further, shall have 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 agreement, standby marketing agreements, bond purchase agreement, 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 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; shall be 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 issue and the last installment to mature not later than twenty (20) years from the date of issue. 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, at its discretion, 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, Fiscal Officer 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 or other proper Town official is hereby authorized to apply for and accept any available State or Federal grant in aid funding the Project, and to take all action necessary and proper in connection therewith.

TO : BOS/BOF/RTM

FROM: MILL HILL SCHOOL BUILDING COMMITTEE (TOM QUINN -CHAIR)

FOR THE PAST YEAR, THIS COMMITTEE HAS DILIGENTLY WORKED TOWARDS A PLAN TO RENOVATE AND EXPAND MILL HILL SCHOOL. DURING THIS PERIOD THIS COMMITTEE HAD TO EVALUATE AND PROVIDE COST ESTIMATES FOR 3 DIFFERENT SCHOOL SIZES ( 378-441-504), IN EARLY MAY THE COMMITTEE PRESENTED ITS FINDINGS TO ALL RELEVANT PARTIES WITH COST ESTIMATES BASED ON SCHEMATIC DESIGN. THE PLAN OF 441 STUDENTS WAS SELECTED WITH A PROJECTED PROJECT COST OF \$21,500,600\* .

THE NEXT STAGE IS CALLED DESIGN DEVELOPMENT, IN ARCHITECTURAL SEQUENCE; DESIGN DEVELOPMENT IS WHERE THE PROJECT IS DESCRIBED IN ITS TERMS OF ARCHITECTURAL, ELECTRICAL, MECHANICAL AND STRUCTURAL SYSTEMS; AND HERE IS WHERE ARCHITECT/ENGINEER PREPARES A STATEMENT OF THE PROBABLE PROJECT COST. IN THE PROCESS USED IN OUR TOWN WE ATTEMPT TO PRODUCE A PROBABLE PROJECT COST AT SCHEMATIC DESIGN. THIS PROCESS PRODUCES PROJECT COST ISSUES WHEREAS IN DESIGN DEVELOPMENT THERE IS SIGNIFICANT ENGINEERING/THIRD PARTY EVALUATIONS THAT PRODUCE TIGHTER DRAWINGS, THE ESTIMATE DONE AT SCHEMATIC DESIGN HAS NONE OF THE IN DEPTH INFORMATION. WITH TIGHTER DRAWINGS ALONG WITH RESULTS FROM SITE SURVEYS AND SELECTION OF MECHANICAL-ELECTRICAL TARGETS THE COST PROJECTIONS BECOME A CLOSER REPRESENTATION OF THE FINAL COST.

THIS PROJECT REFLECTS THE IMPACT OF SETTING BUDGETS WITHOUT GETTING ENGINEERING REPORTS AND IN DEPTH ARCHITECTURAL REVIEWS. THE DESIGN DEVELOPMENT PROJECT COST ESTIMATE COMPLETED THIS PAST DECEMBER REVEALED A REVISED PROJECT COST ESTIMATE OF \$23,640,500\* OR AN INCREASE OF \$2,139,900. UNDERSTANDING THAT EVERY PROJECT IS MADE UP WITH HUNDREDS OF DISTINCT DECISIONS THAT LEAVES ROOM FOR ALTERNATE ACTIONS, THE COMMITTEE STUDIED THE PROJECT FOR AREAS THAT COULD PRODUCE COST REDUCTIONS. WITH AN EYE TO MANAGE COST WHILE STILL DELIVERING THE OFFICIAL ED SPECS. UPON MULTIPLE MEETINGS WE DEVELOPED A COST REDUCTION PROGRAM WORTH \$865K THEREBY REDUCING THE NEW ESTIMATE TO \$22,775,500\* OR AN INCREASE OVER SCHEMATIC DESIGN BY \$1,274,900.

BASED ON THE WORK AND EVALUATIONS DONE TO-DATE, THE COMMITTEE RESPECTFULLY REQUESTS THAT THE APPROVED BONDING NUMBER FOR THIS PROJECT REFLECTS THE NEW DD ESTIMATE OF \$22,775,500\* .

\* ALL BUDGET NUMBERS EXCLUDE SEPARATE BUDGET OF \$500K DESIGNATED FOR ABATEMENT OF HAZARDOUS MATERIALS

THANKS

TOM QUINN, CHAIR MHSBC





## Mill Hill School Revised DD Estimate

The original DD estimate was \$ 23,640,500 presented at our last Committee meeting. After a long and thorough review process we have developed SERIES OF COST REDUCTIONS WORTH \$ 865K . Our new estimate is \$ 22,775,500 . To achieve this revised number we have taken the following actions:

- 1) Eliminate STEAM classroom 320M
  - 2) Paving reductions 90K ( original est had replacing full depth vs top layers)
  - 3) Landscape reductions 45K
  - 4) Underslab Sanitary reduction 75K ( connect gang bathrooms not to sanitary line using existing pipe similar to Holland Hill )
  - 5) Reduce roof top HVAC curbs 85K
  - 6) Reduce escalation est to 3% 150K
- Total Constr Reduction -\$765K

Soft cost reduction -\$100K

Total Project Cost Reductions \$865K

New Project Cost \$ 22,775,500\*

SD Cost Projection \$ 21,500,599\*

Variance                      \$ 1,274,900`        or 5.9%

- Both estimates do not include \$500m budget for abatement of hazardous material

MILL HILL SCHOOL BUILDING COMMITTEE

SCHEMATIC DESIGN VS DESIGN DEVELOPMENT SCOPE & COST INCREASE

SITE WORK

A) INCREASED STORMWATER RETENTION CAPACITY	200K
B) ADDED SHORING SYSTEM TO SUPPORT RETENTION	70K
C) REWORK AND REPLACE SOIL AT NEW ADDTION	260K
TOTAL	530K

BUILDING INTERIOR SYSTEMS

A) REPLACE HVAC PIPING IN TUNNEL	100K
B) HVAC CONTROLS-MORE IN DEPTH REVIEW	70K
C) REPLACE ALL MILLWORK- NOT ONLY ADA	200K
D) INCREMENTAL ELECTRICAL INFRASTRUCTURE	100K
E) ADDED COSTS FOR ROOF ACOUSTICAL CURBS	65K
F) OVERALL COST INCREASES AS MORE IN DEPTH	210K
TOTAL	745K

TOTAL VARIANCE \$ 1,275,000

**LEASE AGREEMENT BY AND BETWEEN  
THE TOWN OF FAIRFIELD, TOWN OF WESTPORT  
CONNECTICUT  
and  
SACRED HEART UNIVERSITY, INCORPORATED**

THIS LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2020 between SACRED HEART UNIVERSITY, INCORPORATED, a Connecticut nonstock corporation organized and existing under the laws of the State of Connecticut, acting herein by John J. Petillo, Ph.D., its President, hereunto duly authorized (hereinafter referred to as “Lessor”) and the TOWN OF FAIRFIELD and TOWN OF WESTPORT, Connecticut, both municipalities located in the County of Fairfield and State of Connecticut acting herein by their respective chief executive officers (hereinafter collectively referred to as “Lessee”).

**WITNESSETH:**

1. **Demised Premises.** The Lessor hereby leases and demises to the Lessee and the Lessee hereby takes from the Lessor office space on the first floor of the East Building of the Lessor’s property located at 5151 Park Avenue, Fairfield, Connecticut (hereinafter referred to as the “Demised Premises”). Upon the terms and conditions and for the uses and purposes hereinafter provided. The Demised Premises consists of approximately 2,900 square feet of space located in the basement of the Library Building (Exhibit A). Lessee shall be assigned 12 parking spaces.
2. **Term.** This Lease is for a term of twelve and a half (12.5) years commencing from the date first above written and terminating twelve and a half (12.5) years from that date, unless this Lease is sooner terminated as hereinafter provided. Provided that the Lessee is not in default of this Lease, the Lessee may, at is sole option extend the term of this Lease for one additional term of twelve and a half (12.5) years pursuant to the same terms and conditions of this Lease. Lessee shall give Lessor ninety (90) days written notice prior to the expiration of the initial term if it intends to exercise the option term. The parties agree to enter good faith negotiations six (6) months prior to the expiration of the option term to further extend the lease. If the parties fail to come to terms on an extend lease within said (6) months, then in that event the Lessee is permitted to remain for an additional two (2) year period beyond the then current lease term, under the same terms and conditions of the Lease. At the expiration of said additional two (2)

year, said leasehold interest shall terminate and the Lessee shall vacated possession of the Premises.

3. **Rent.** The annual rent to be paid by the Lessee to the Lessor shall be in the amount of One Dollar and no/100 (\$1.00) and good and other valuable consideration.
4. **Use.** The Lessee may use and occupy the Demised Premises for the operation of a consolidated emergency dispatch center housing the equipment and personnel that provide 9-1-1 call answering, processing and dispatching services and associated services and for no other purposes whatsoever. No use shall be permitted on the Demised Premises, which may interfere with the operations taking place on the property known as 5151 Park Avenue, Fairfield, Connecticut conducted by the Lessor.
5. **Approval.** This Lease is subject to the approval process established by the Charters and Municipal Code of Ordinances of each of the municipalities. Further this Lease is subject to and contingent upon the appropriation of funds by the Towns, through their respective Boards of Finance, in amounts necessary to implement their respective obligations. If those funds are not appropriated by either Town's Board of finance, the, upon written notice to the Lessor, this Lease shall be considered terminated and the Towns shall have no further obligation for payment hereunder.
6. **Assignment.** The Lessee shall not be permitted to assign this Lease or any interest therein unless assigned to an entity set up by the Lessee for the purpose of operating the 911 dispatch center.
7. **Subletting.** The Lessee shall not sublease, permit, or license the Demised Premises or any part thereof unless:
  - (a) Such sublease, permit or license shall be in writing and be pre-approved by the Lessor which pre-approval shall not be unreasonably withheld; and
  - (b) Such sublease, permit or license shall comport with the uses permitted by this Lease in the reasonable judgment of the Lessor; and

- (c) Such sublease, permit or license provides that the sublessee, permittee or licensee shall abide by all of the terms and conditions of this Lease and shall indemnify and hold the Lessor , its officers, agents and employees harmless from any and all liability arising from any such use of the Demised Premises in accordance with paragraph 18 hereof; and
  - (d) Such sublease, permit or license shall contain all insurance coverages required by the Lessor's Risk Manager.
  - (e) All cash, in kind or other compensation to be provided to the Lessee shall be specifically reflected in the books and records of the Lessee and shall be assigned to the Lessor.
8. **Quiet Enjoyment.** The Lessee, provided it is not in default hereunder, shall peaceably hold, occupy and enjoy the Demised Premises for the Lease Term without hindrance, molestation, ejection or interference except as otherwise provide in this Lease or as permitted by law.
9. **Lessee's Covenants.** The Lessee agrees, warrants and represents that it shall commit no waste to the Demised Premises, nor suffer the same to be committed thereon, nor inure nor misuse the same; and further agrees, warrants and represents that the Lessee has neither the right nor the power to assign or hypothecate this Lease in any way whatsoever except as otherwise provide in this Lease, nor make alteration or improvements to the Demised Premises without the prior written approval of the Lessor, which approval shall not be unreasonably withheld, nor use the same for any purposes except as those expressly authorized herein or in accordance with the applicable provisions of this Lease. The Lessee shall keep the Demised Premises in good condition, free of debris, safely and adequately for the uses and purposes hereby authorized. The Lessee shall deliver the Demised Premises up to the Lessor upon the expiration or earlier termination of this lease in reasonably good condition, normal wear and tear excepted, and the Lessee shall have no right nor obligation to remove any improvements to the Premises that existed prior to the commencement of this Lease without the prior written consent of the Lessor.
10. **Default by Lessee.** If Lessee should be in breach or default of or violate any of the terms and conditions of this Lease, or if the Lessee should assign or hypothecate this Lease or sublet the Demised Premises in a manner not provide by this Lease or otherwise dispose of the whole or

any part of the Demised Premises or make any structural alterations therein without the prior written approval of the Lessor, or shall commit waste or suffer the same to be committed on said Demised Premises or injure or misuse the same, or if this Lease shall by operation of law, devolve upon or pass to anyone other than the Lessee, then this Lease shall thereupon by virtue of this expressed stipulation expire and terminate at the option of the Lessor and the Lessor may at any time thereafter re-enter said Demised Premises and shall have and possess all of the Lessor's former estate and without such re-entry may recover possession thereof in the manner proscribed by the statutes relating to summary process; it being understood that no demand for rent nor re-entry for conditions broken as at common law shall be necessary to enable the lessor to recover such possession pursuant to said statutes relating to summary process that any and all right to any such demand or any such re-entry is hereby expressly waived by the Lessee.

11. **Compliance with Laws.** Lessee shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to its use an occupancy of the Demised Premises.
12. **Access to Demised Premises.** Lessor and its employees, officers, agents and independent contractors shall have the right to enter and inspect the Demised Premises during reasonable business hours after reasonable prior oral or written notice to the Lessee or at any time in case of emergency for the purpose of ascertaining the condition of the Demised Premises, curing of default on the part of the Lessee at the Lessee's sole cost and expense or making major repairs and capital improvements at the Lessor's sole cost and expense. It is understood between the parties that given the security needs of the Lessee, all access must be accompanied by an agent of the Lessee.
13. **Repairs, Maintenance and Alterations.** Lessor shall be responsible for the repair and maintenance of the premises and common areas, including the foundation, floors, roof, windows, exterior walls and all structural, electrical mechanical and plumbing systems, equipment and fixtures serving the premises and common areas. As used herein, the term "repairs" shall include replacements and other improvements that are necessary to the maintenance of the premises and common areas in good order and condition. All repairs inside and the maintenance to the Demised Premises, except those that are caused by the Lessor's negligence, shall be the sole responsibility of the Lessee. The Lessee shall keep the Demised

Premises free from all dirt and other refuse and deposit the same in areas designated by the Lessor.

The Lessee shall be responsible for all costs, maintenance and expense necessary to renovate, equip and ready the Demised Premises for the Lessee's intended use; including all interior walls, all windows including all glass of any kind, all doors, non-structural portions of the Demised Premises, and legally mandated handicapped facilities within the Demised Premises that are required solely as a result of Lessee's use of the Demised Premises. Lessee shall be permitted to install a microwave transmitter on the roof of the building at its own cost and expense as long as it is compatible with the aesthetics of the building and is not visible from the ground. Lessee shall, before making any renovations, alterations, installations, or other improvements, at its own cost and expenses, obtain all permits, approvals and certificates required by any and all governmental or quasi-governmental agencies having jurisdiction, including but not limited to the Town of Fairfield. Evidence of all approvals shall be delivered to Lessor prior to the commencement of any work, and certificates of final approval, certificates of completion or certificates of occupancy, as applicable, shall also be delivered to the Lessor. All work performed by Lessee shall conform to and meet any and all requirements of any governmental or quasi-governmental authority, or any other agency having jurisdiction, or any applicable law, statute, ordinance, rule, regulation, code or other requirement.

All contractors engaged by the Lessee shall be duly licensed. The Lessee shall cause all contractors engaged in any construction to provide the Lessor with a waiver of lien, duly executed by the trade in recordable form. All renovations shall be completed in a professional and competent manner. Lessee agrees to use its best efforts to minimize disruption to other occupants of the Entire Premises. Lessee shall use its best efforts in the construction, design and engineering of the Demised Premises to reduce and minimize noise, odors, or vapors, which may emanate through the walls of the Demised Premises to the adjacent areas. Lessee, except as otherwise provided in this Lease, shall not make any renovations, installations, alteration, additions, or improvements in or to the Demised Premises, including without limitation, any apertures in the walls, partitions, ceilings or floors, without on each occasion obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall defend, indemnify and hold Lessor harmless from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work including but not limited to reasonable attorney fees.

Lessor shall provide and pay charges for the following services and utilities at no cost to the Lessee:

- (a) Water and WPCA charges; and
- (b) Refuse removal

Lessee shall provide and pay charges for the following services and utilities at its sole cost and expense:

- (a) Electricity to the Demised Premises to be separately metered;
- (b) Internet service;
- (c) Heating and air conditioning; and
- (d) Security to the Demised Premises

14. **Books and Records.** Lessee shall maintain all records, correspondence and all other types of documentation related to the maintenance, repair, improvement and alteration of the Demised Premises, including but not limited to all maintenance agreements, certifications, inspections related thereto, and shall provide the Lessor with copies of such records, correspondence and documentation immediately upon the Lessor's written request.

15. **Insurance Requirements.** The Lessee shall maintain for the life of this Lease, commercial general liability insurance, auto liability, excess liability, and all risk personal property insurance covering Lessee's personal property in the Demised Premises and shall protect the Lessee and the Lessor and their employees, agents, trustees and officers from claims for damages arising out of personal injury, including death, and claims for property damage including fire damage legal liability, which may be suffered as a direct or indirect result of Lessee's occupancy of the Demised Premises under this Lease. The Lessee shall also maintain for the term of the Lease workers' compensation insurance covering injuries or disease suffered by the Lessee's employees and volunteers. The Lessee shall provide, at its own cost and expense, documentary proof of the following insurances to the Risk Manager of the Lessor:

- A. Workers' compensation- Statutory, which complies with the workers' compensation regulations and laws of the State of Connecticut.
- B. Commercial general liability- subject to a minimum limit of liability of \$1,000,000 combined single limit for bodily injury and property damage and \$3,000,000 in the



aggregate. This insurance shall include, but not be limited to, bodily injury and property damage and the following coverages:

1. Premises and operations liability.
  2. Products liability and completed operations, to be maintained for a period of not less than three years following termination or cancellation of this Lease.
  3. Broad form contractual liability covering any indemnities contained in the Lease.
  4. Personal injury and advertising liability.
  5. Fire damage legal liability
- C. All risk personal property insurance, which covers all personal property of the Lessee. The limits under the all-risk property insurance shall be on a full replacement cost basis covering owned and leased property and shall be sufficient to prevent the Lessee from incurring a co-insurance penalty because of inadequate limits. Any damages or losses beneath the applicable deductible(s) shall be repaired by the Lessee to the reasonable satisfaction of the Lessor. All repairs and/or replacement of damage and losses shall be completed within a commercially reasonable period of time after discovery of the damage or losses by either the Lessee or Lessor. All repairs and/or replacement of damage and/or losses to the Demised Premises must be approved by and meet the reasonable satisfaction of the Lessor.
- D. Auto Liability of \$1,000,000 to include any auto, hired autos, and non-owned autos.
- E. Excess (umbrella) liability insurance, subject to a minimum limit of liability of \$5,000,000, per occurrence and in the aggregate.
- F. The Lessor and its employees, agents, trustees and officers shall be designated as additional insureds under the commercial general liability and excess liability insurance policies. Thirty (30) days prior written notice shall be provided to the Lessor's risk manager in the event of cancellation, termination or material change in any terms and conditions of any insurance policies required hereunder.

- G. Any insurance required hereunder underwritten on a claims made, as opposed to an occurrence basis, shall contain a retroactive date not later than the date of execution of this Lease or commencement of the occupancy of the Demised Premises by the Lessee, whichever is earlier, and an extended reporting period endorsement of not less than three years following vacating of the Demised Premises or termination of this Lease, whichever is later.
- H. All insurance coverage and certificates of insurance shall be approved by the Lessor's risk manager prior to commencement of occupancy of the Demised Premises or execution of this Lease.
- I. The Lessee agrees to waive any right of recovery against the lessor and its employees, agents, trustees and officers for any claim, loss damage of any kind or description whatsoever, which may or may not be covered under insurance required under this Lease except with respect to gross negligence of the Lessor or its officers, agents, trustees and employees. All such insurance require under the Lease shall contain waivers of subrogation endorsements in favor of the Lessor and its employees, agents, trustees and officers. In addition, all such insurance required hereunder shall be primary insurance, without any right of contribution from any insurance maintained by or on behalf of the Lessor and its employees agents, trustees and officer.

16. **Non-Waiver.** The failure of the Lessor to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained, the Lessor reserving the right to require strict compliance therewith at any time, with or without notice except as may be otherwise required herein.

17. **Condition of and Damage to the Demised Premises.** Lessee agrees warrants and represents that it has examined the Demised Premises and that the Demised Premises are suitable for the

uses and purposed intended by this Lease. No agreements, promises, covenants, warranties or representations have been made by the Lessor as to the condition of said Demised Premises upon which the Lessee has relied in entering into this Lease, and Lessee agrees to take the Demised Premises "as is" in the Demised Premises' present and existing condition.

Should the Demised Premises be partially damaged or rendered unfit for use by fire or other cause, the Lessor shall have no obligation to repair any damage, and either the Lessor or the Lessee may terminate this Lease immediately, at no cost or liability to the Lessor or Lessee, as the case may be. Under no circumstances shall Lessor be required to restore or replace Lessee's furniture, furnishings, trade fixtures, equipment or other items of personal property.

**18. Indemnification.** Lessor shall not be liable for any injury or damage to person or property happening in or on the Demised Premises by reason of any existing or future condition, defect, matter or thing, and Lessee agrees to indemnify and hold harmless the Lessor from any and all fines, claims, suits, actions, judgments, damages or liability arising therefrom and from anything otherwise arising from or out of the use and occupancy of the Demised Premises by the Lessee or the operation of the dispatch center. Lessor shall not be responsible for the loss of or damage to property, or injury to persons occurring in and or on the Demised Premises or for the acts, omission or negligence of other persons or Lessee, its employees, officers, trustees and agents, in and or on said Premises, and Lessee agrees to indemnify and save Lessor harmless from all fines, claims, suits, actions, judgments, damages or liability for loss of or damage to property or injuries to persons occurring in and or on the Demised Premises by reason of any such acts, omissions or negligence. Lessee further agrees to indemnify and save harmless Lessor o and from any and all fines, claims, suits, actions, judgments, damages or liability and acts of any kind by reason of any breach, violation, or non-performance of any covenant of condition hereof or for the violation of any law, statute, regulation or order, on the part of Lessee, its agents, employees, trustees or officers and authorize agents action on Lessor's exclusive behalf.

**19. Mechanic's Liens and Encumbrances.** In the event that any mechanic's lien is filed against the Demised Premises as a result of alterations, additions, or improvements made by the Lessee, Lessor, at its option, subject to the Lessee's right to bond and contest said lien, may upon thirty (30) days prior written notice pay said lien provided that Lessor and Lessee reasonably determine after inquiring into the validity thereof that the lien is valid and the amount claimed

is due, and Lessee shall forthwith reimburse Lessor the total expense incurred by Lessor in discharging said lien, subject to the provisions of Paragraph 11 herein.

Except as may be specifically otherwise permitted in this Lease, Lessee shall not do any act which shall in any way encumber the title of Lessor in and to said Demised Premised, nor shall the interest or estate of Lessor in said Demised Premises be in any way subject to any claim of lien or encumbrance, whether by operation of law or by virtue of any expressed or implied contract by Lessee, and any claim to or lien upon the Demised Premises arising from any alleged act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall in all respects be subject and subordinate to the paramount title and right of Lessor in and to said Demised Premises. Lessee shall not convey, mortgage, pledge or encumber this Lease or any interest hereunder, except as provided elsewhere in this Lease, without the prior written consent of Lessor and any attempt to effect one or more of the foregoing activities, without such consent, shall be void and of no effect.

20. **Notices.** All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the Demised Premises shall be in writing. If the Lessor or its agents desires to give or serve upon the Lessee any notice or demand, it shall be sufficient to send a copy thereof by certified or registered mail, addressed to the Lessee at the Demised Premises. All such notices to the Lessor from the Lessee shall be sent by registered or certified mail to the Vice President for Administration at 5151 Park Avenue, Fairfield, Connecticut 06825, with a copy to the General Counsel at the same address.

21. **Holdovers.** In the event that the Lessee shall remain in the Demised Premises after the expiration of the term of the Lease without having executed a new written Lease with the Lessor, such holding over shall not constitute a renewal or extension of this Lease. The Lessor may, at its option, elect to treat the Lessee as one who has not removed at the end of its term and thereupon be entitled to all the remedies against Lessee provided by law in that situation, or the Lessor may elect to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration.

22. **Eminent Domain; Condemnation.** If the Entire Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose during the Term of this Lease,

then in that event the Term of this Lease shall cease and terminate as of the date when title vests in such proceeding and Lessee shall have no claim against Lessor as a result. In the event the whole or any part of the Demised Premises shall be taken under any power of eminent domain or condemnation, the Lessee hereby waives any claim to compensation for the Lessee's loss of the fair market value of the Demised Premises.

23. **Personal Property.** All of the Lessee's personal property of every kind and description, which may at any time be inside of the Demised Premises, shall be at the Lessee's sole risk and respect to loss of theft, except when due to the Landlord's negligence.

24. **Subordination and Nondisturbance.** This Lease and all of the rights of Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages previously and/or subsequently place on the Entire Premises or any part thereof (except the Lessee's personal property or trade fixtures) and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or mortgages.

25. **Hazardous Material.** Lessee covenants that it will not use, maintain, generate, store, treat or dispose of any Hazardous Material in or on the Demised Premises in violation of applicable governmental regulations. Lessee hereby agrees to indemnify and hold harmless Lessor from and against any damage, penalty, loss, liability, claim or expense, including without limitation reasonable remediation, mitigation, engineering and attorneys' fees, costs and expenses arising out of the breach of this covenant. Lessee's representation and indemnity obligations to Lessor under this Section 25 shall survive the cancellation or termination of this Lease.

For purposes of this Section 25, the term "Hazardous Material" shall mean any toxic or hazardous waste or substance (including without limitation asbestos and petroleum products) which is regulated by applicable local, state or federal environmental laws, statutes, ordinances or regulations.

26. **Signs.** No sign, advertisement or notice shall be affixed to or placed upon any exterior part of the building or window of the Demised Premises by the Lessee.

27. **Prejudgment Remedy.** Lessee of this Lease acknowledged that this Lease is a commercial transaction, as such term is used and defined in Section 52-278A of the Connecticut General Statutes.

28. **Grant of License.** Lessee's employees regularly assigned to the Demised Premises are granted a limited revocable license, subject to availability, to use the Fitness Center, Food Services (at their own cost and expense) and a conference room. In addition if the Guest House on the Premises is in operation, Lessee's employees regularly assigned to the Demised Premises may avail themselves to the use of the Guest House, subject to availability, during a declared emergency by the First Selectman of the Town of Fairfield.

29. **Entire Agreement.** This Lease contains the entire agreement between the parties and all representations to this tenancy or to the Demised Premises are included herein.

30. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Connecticut.

31. **Successors and Assigns.** This Lease shall be binding upon the parties, their successors, successors and assigns, trustees and legal representatives.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first set forth above.

LESSOR:

SACRED HEART UNIVERSITY, INC.

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BY: JOHN J. PETILLO, PH.D.  
ITS: PRESIDENT

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Lease Agreement  
Sacred Heart University, Inc. and  
Town of Fairfield  
Town of Westport  
Signature Page Continued from Page 12

LESSEE:

TOWN OF FAIRFIELD, CONNECTICUT

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BY: Brenda L. Kupchick  
ITS: FIRST SELECTWOMAN

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Lease Agreement  
Sacred Heart University, Inc. and  
Town of Fairfield  
Town of Westport  
Signature Page Continued from Page 13

TOWN OF WESTPORT, CONNECTICUT

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BY: JIM MARPE  
ITS: FIRST SELECTMAN

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Lease Agreement  
Sacred Heart University, Inc. and  
Town of Fairfield  
Town of Westport  
Signature Page Continued from Page 14

STATE OF CONNECTICUT                    )  
  )       SS. FAIRFIELD  
COUNTY OF FAIRFIELD                 )

On this the \_\_\_\_ day of , 2020, before me personally appeared JOHN J. PETILLO, President of the Sacred Heart University, Inc., duly authorized, signer and sealer of the foregoing instrument and acknowledge the same to be his free act and deed and the free act and deed of said corporation before me.

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Notary Public/Commissioner Superior Court

STATE OF CONNECTICUT                    )  
  )       SS. FAIRFIELD  
COUNTY OF FAIRFIELD                 )

On this the \_\_\_\_ day of , 2020, before me personally appeared BRENDA KUPCHICK First Selectwoman of the Town of Fairfield, Connecticut, duly authorized, signer and sealer of the foregoing instrument and acknowledge the same to be his free act and deed and the free act and deed of said Town of Fairfield before me.

Lease Agreement  
Sacred Heart University, Inc. and  
Town of Fairfield  
Town of Westport  
Signature Page Continued from Page 15

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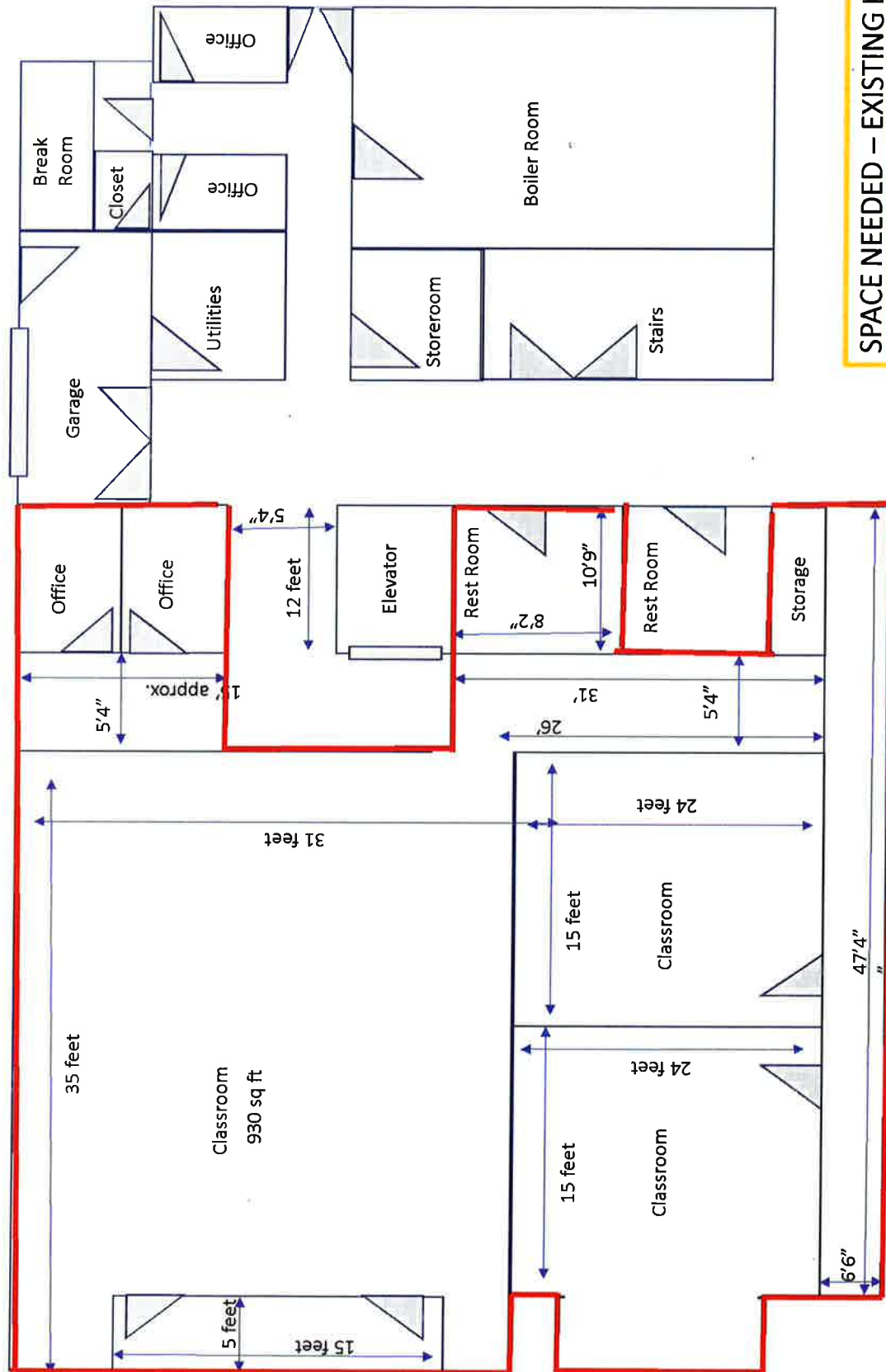
Notary Public/Commissioner Superior Court

STATE OF CONNECTICUT                    )  
  )  
COUNTY OF FAIRFIELD                    )       SS. WESTPORT

On this the \_\_\_\_ day of , 2020, before me personally appeared JIM MARPE, First Selectman of the Town of Westport, Connecticut, duly authorized, signer and sealer of the foregoing instrument and acknowledge the same to be his free act and deed and the free act and deed of said Town of Westport before me.

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Notary Public/Commissioner Superior Court



SPACE NEEDED – EXISTING LAYOUT

FairTV Proposed Ordinance Change with Rules and Procedures  
Presented to RTM sponsor, Jay Wolk  
Main Author, FairTV Commissioner James Quinn

**FairTV, WHICH IS AFFILIATED WITH AND SUPPORTED BY THE TOWN OF FAIRFIELD, IS AN INDEPENDENT BODY, CONTROLLED AND RUN BY THE FairTV COMMISSION AND ITS MEMBERS, FOLLOWING THE RULES AND PROCEDURES PASSED BY THE COMMISSION.**

## **Rules and Procedures**

### **I. PREAMBLE**

Fairfield Government and Educational Television (FairTV) is an electronic media production and distribution facility. FairTV is supervised by the Fair TV Commission, which is comprised of Fairfield residents. For the necessities of oversight and operating within the town government only, The FairTV Commission may be asked to report to the First Selectperson's office or some other Town Department manager, but those managers shall have no input or say over FairTV's editorial content. The primary goal of FairTV is to make the local educational system, community and government more accessible, available, and understandable to the residents of Fairfield through televised media productions. The external and internal production and distribution of programming will cover a broad range of government and education information. FairTV will strive to assist local viewers in understanding how local government functions and give exposure to current events and issues taking place in the public school system. In addition, FairTV will disseminate to the public what town services are available, how to utilize said town services and inform its citizens as to how the activities of town government are affecting the community.

## II. OBJECTIVES

- A. To provide programming and information about events, programs and services offered to the Fairfield community by its schools, town departments, and community organizations;
- B. To provide residents with school-specific and school system-wide information and events;
- C. To expand community awareness of local government and its decision-making process, and to inform residents about the organization of town departments, what town services are available, and how to utilize town services;
- D. To provide emergency information and alerts to the community;
- E. To provide a platform for students and teachers to demonstrate programs, activities and educational opportunities in the public school system (ranging from elementary school through high school);
- F. To expand the availability of programs and services by transferring some presentations and educational materials to an appropriate electronic media format;
- G. To enhance existing public information materials through presentation on cable networks or through other appropriate electronic media format.
- H. To expand free game telecasts of Fairfield's student teams and athletes, giving exposure to the community's talent and providing coverage to parents who are unable to attend the events personally.

## III. SUPERVISING AUTHORITY

For the necessities of oversight and operating within the town government only, The FairTV Commission may be asked to report to the First Selectperson's office or the office of another Town Department manager. But those managers shall have no input or say over FairTV's editorial content.

The FairTV Production Manager (PM) is responsible for overall operation and oversight. The FairTV Production Manager reports only to the FairTV Commission and is responsible for daily operations.

## IV. PROGRAMMING PRIORITIES

### A. Primary Programming Priorities

1. Televised coverage of local governmental legislative meetings: including the Board of Selectmen, Board of Finance and Board of Education, Representative Town Meeting and Town Planning and Zoning.
2. Televised coverage of local governmental commissions, boards, and committees.
3. Televised coverage of school-specific and school system-wide events and programs.
4. Programs regarding town services such as the library system, recreation, public safety/crime prevention, fire safety, highway maintenance, animal control, tax assessment/collection, health services, income maintenance, electric/sewer/water utilities, elections, youth, town records/permits, veterans, etc.
5. Alphanumeric display of school and town-wide emergency announcements, school-specific and school system-wide information and event schedules, announcements and meeting schedules of local governmental departments, commissions, boards and committees; and community information and announcements.

### B. Secondary Programming Priorities

1. Special programs, whether produced by FairTV or by an outside source, on current events or particular community issues: Such as recycling, candidate debates, emergency planning, building projects, health issues, etc.

## V. PROGRAM PRODUCTION AND SCHEDULING

### A. Event Production

#### 1. Taping Requests

a. Taping requests will be considered on a first come, first served, non-discriminatory basis with the exception of town government public meetings that will always be given priority. Scheduling of videographers will be in accordance with the policies of FairTV and the availability of staff, equipment and other resources.

b. Requests to tape events should be made in writing at least two (2) weeks prior to an event or activity. Requests may be granted depending on time, date, and availability of videographers. FairTV reserves the right to decline any request. An authorization form must be signed by the FairTV Production Manager allowing the taping of the event or activity.

c. Cancellation or changes to the location/timing of a taping request should be made to the FairTV Production Manager at least 24 hours prior to the event or activity.

#### 2. Program Production and Editing

a. Town government public meetings will be recorded and distributed without editing in their entirety, gavel-to-gavel. Recesses will not be recorded and

distributed. Explanatory information identifying agenda items and individuals may be provided to aid the viewer.

b. Recordings of meetings will not be considered to be official records of the meeting.

c. Any program prepared for or provided by a town department or agency may be modified or edited as deemed appropriate by the FairTV Production Manager, or an agent directed by the Manager. This determination may be made by policy restrictions or by technical, scheduling or staff limitations and may be subject to the review of the FairTV Commission.

d. There is no prohibition against informational, non-partisan programs focusing on or involving individual candidates for public office or local, state or national elected officials. The Commission would encourage them. However, such programs may only be approved of... and may only be produced by... FairTV.

e. Any panel discussion program that features commentary by elected officials, candidates for public office, or officials representing town departments or agencies, and which may include members of the general public may not be modified or edited. This does not preclude the editing of introductory, transition or closing segments that are designed to complement the discussion portion of the program.

f. Statements by announced candidates for public office will be permitted in the regular discourse of a public meeting (pursuant to the rules of such meeting) or within a forum of public debate with other declared candidates under the oversight of a non-partial third party using mutually agreeable ground rules.

g. Written permission for the use of copyrighted materials must be authorized in advance by the materials owner and obtained by the program producer sponsoring the local use of the materials.

### 3. Production Request Review

Production and distribution requests will be subject to the review of the FairTV Production Manager, or designated members of the FairTV Commission, for compliance with the policies herein and technical and logistical considerations. The decisions of the Manager or designated members may be appealed in writing to the FairTV Commission.

### B. Use of Production Equipment

1. Municipal Employees: Employees of town departments who have been certified in the operation of portable, studio or editing equipment may apply for the use of such equipment, providing that the equipment will be used to produce or edit material for an approved project and for airing on FairTV.

2. Employees of Nonprofits and Members of the General Public: Employees of nonprofit organizations that are funded, in part, by the municipality and members of the general public who have been certified in the operation of portable, studio or editing equipment may use such equipment only under the direct supervision of the FairTV Production Manager or their designate.

3. Prohibited Use: Equipment under the supervision of FairTV may not be loaned or rented for personal or commercial use.

#### C. Community Information Messages

1. Messages for inclusion on an alphanumeric display such as a “scroll screen” or “crawl bar” on FairTV may be submitted by any school, government department, town-funded agency or bona fide nonprofit organization that serves the residents of Fairfield. Information for inclusion on alphanumeric displays may consist of program schedules, meeting schedules, meeting agendas, descriptions of services and programs offered by schools, departments and agencies, and messages regarding noncommercial community events.

2. Messages submitted must announce events or services that are noncommercial, open to the general public, and do not discriminate based on age, sex, race, religion, national origin or physical impairment.

3. Messages submitted must not solicit funds. They may, however, provide general info about specific fundraising events.

4. Messages must be submitted two (2) weeks prior to the event.

5. The FairTV Production Manager will decide which messages are displayed, and reserves the right to edit messages displayed for clarity and brevity, and to determine the format in which the message is displayed.

#### D. Government Meeting Programming

1. FairTV recorded content is delivered as either television broadcast, on-demand internet, or live internet broadcast, or any combination thereof, all herein referred to as “broadcast.”

#### 2. Recording Criteria

The goal of FairTV’s local government meeting coverage is to make the town government working process transparent for the community. Since FairTV has budget and resource limitations, the station has established recording criteria that will best service this goal.



a. Reach: FairTV's priority is to record town government meetings that affect and are relevant to the greatest number of Fairfield citizens.

b. Regularity: Local government meetings (commissions, boards, and committees) that are regularly scheduled are given a higher priority than ad hoc or impromptu meetings.

c. Resources: Since FairTV has limited field equipment and videographers, FairTV considers all concurrent meetings and the above criteria, and parses these resources as effectively as possible.

d. Requests:

1) Local government meetings where a commission/board/committee chairperson or member requests that FairTV record will be given priority consideration.

2) Town residents may submit a request to FairTV to record an individual local meeting, or a series of regularly scheduled meetings. FairTV will consider the request based on the above criteria.

### 3. Government Meeting Coverage

FairTV's local government meeting coverage, based on the above criteria, spans as follows:

a. Broadcast:

Meetings that are recorded on a regular basis by FairTV, and are scheduled to broadcast on the available TV cable channels and on FairTV shows on-demand website archive. These meetings are recorded by FAIR TV personnel using FairTV equipment.

b. On-demand:

Meetings recorded by FairTV, as budget and resources allow, that do not generally air on the TV cable broadcast, will air on the FairTV's shows on-demand website archive. FairTV has the right to upgrade the status of these meetings to full broadcast at any time.

c. Meeting Coverage:

FairTV reserves the right to change meeting category groupings.

Broadcast:

- Board of Education
- Board of Finance
- Board of Selectman
- Representative Town Meetings

- Planning & Zoning Commission
- All Public Forums & Hearings

#### E. Production Distribution/Scheduling

1. The decision whether or not to air any videotape is made by the FairTV Production Manager. If a videotape is aired, the FairTV Production Manager reserves the right to determine the time and date of broadcast.
2. Program scheduling is the sole responsibility of the FairTV Production Manager.
3. The decisions of the FairTV Production Manager may be appealed in writing to the FairTV Commission.

#### F. Program Production and Distribution Prohibitions

1. Programs that contain, in whole or in part, any of the following subject matter will not be produced or distributed.

##### a. Commercial Message or Material

Anything promoting a product or service, with the primary objective of producing a monetary profit for a specific for-profit organization or individual, will not be produced or distributed. NOTE: This is not to preclude incidental mention of a business or product where the primary purpose is to disseminate information of public benefit. Businesses, individuals and organizations may be acknowledged for assistance in the production of a program.

##### b. Religious Material

Program material that would advocate a particular religious belief will not be produced or distributed. Religious organizations or ideals may be mentioned as incidental information as part of a program. NOTE: This does not preclude the appearance of an individual representing a particular religion as part of a program that provides general information. This will also not preclude the distribution of announcements of public events that are sponsored or conducted by religious organizations.

##### c. Violation of Law or Regulation

Program material that constitutes libel, slander, violation of trademark or copyright, or which might violate any local, state or federal laws, including regulations of the Federal Communications Commission, will not be produced or distributed.

#### d. Endorsements

At no time will FairTV endorse specific brand name products, businesses, or service providers. However, for the purposes of fundraising and achieving the ultimate goal of FairTV's financial independence, FairTV reserves the right to sell beginning and/or end of program sponsorships to community based businesses. Additionally, to raise future funds, FairTV reserves the right to sell "FairTV Partnerships" to community-based businesses, which will periodically be acknowledged on FairTV.

#### e. Public Office Candidate Coverage

FairTV will not be used for political campaigning by individuals or organizations seeking public office or legislation. Neither will FairTV be used for the solicitation of funds for political purposes. Fairfield Community Television (FairTV) is not a licensed "commercial" broadcast station, and is not bound by the Federal Communications Commission's (FCC) section 318 "Equal Time" rules. However FairTV has adopted these guidelines in the desire for fairness.

FCC section 318 reads:

"If any licensee shall permit any person who is a legally qualified candidate for any public office to use a broadcasting station, he shall afford equal opportunities to all other such candidates for that office in the use of such broadcasting station: Provided, That such licensee shall have no power of censorship over the material broadcast under the provisions of this section. No obligation is imposed under this subsection upon any licensee to allow the use of its station by any such candidate."

Appearance by a legally qualified candidate on any—

- 1) bona fide newscast,
- 2) bona fide news interview,
- 3) bona fide news documentary (if the appearance of the candidate is incidental to the presentation of the subject or subjects covered by the news documentary), or
- 4) on-the-spot coverage of bona fide news events (including but not limited to political conventions and activities incidental thereto), shall not be deemed to be use of a broadcasting station within the meaning of this subsection.

#### 1) Candidates

a. FairTV interprets that these self-imposed guidelines apply to an individual candidate seeking public office from the date the individual becomes a legal candidate for office until the office he/she seeks is filled. These guidelines do NOT apply to organizations or to general ballot issues.

## 2) Equal Air-time

a. If interested in securing equal air-time on FairTV, it is the responsibility of the interested candidate(s) to request equal time under these guidelines. It is NOT the responsibility of FairTV to reach out to candidates to offer equal time. The FairTV "Equal time" guideline does NOT apply retroactively. If one candidate has air-time before an opposing candidate is legally running, that opposing candidate cannot request equal time for a "prior broadcast."

b. When FairTV broadcasts programming in which all candidates are invited to participate, that program is considered "equal time" for all candidates, even if a candidate(s) does NOT participate in the invited program event. In the case where a candidate does not participate in an invited broadcast, note that FairTV considers the equal time guideline satisfied, and will not provide any additional opportunity to the non-participated candidate. In FairTV's desire for fairness, FairTV will attempt to confirm with program sponsors and moderators that candidates will have equal time to speak within their program.

c. Because any media exposure may benefit a candidate, these guidelines also apply when political candidates participate in non-political shows that air on FairTV during a campaign period. If a political candidate participates in a non-political show, their political opponent(s) has the right to request "equal air time" to promote his/her candidacy.

d. When an opposing candidate asks for equal time, FairTV will make the same air-time duration available to the opposing candidate. If the opposing candidate chooses to use less air-time than the first candidate, FairTV will consider this opportunity as "equal air-time provided," and has no additional obligation to give exact air time to the opposing candidate.

e. FairTV recognizes that during an election period an incumbent may be broadcast in the process of executing his/her public office, outside of local government meetings. Such program occurrences during the election period do NOT merit equal time by opposing candidates.

3) FairTV is under NO obligation to air programs that might invoke these guidelines, even if all interested candidates request their broadcast.

4) FairTV program content that is governed under this section of the FairTV policies is at the discretion of the FairTV Production Manager in coordination with the FairTV Commission.

## 5) Government Meetings

Local government meetings are considered "bona fide news events," and are thus exempt from these guidelines.

#### 6) State of the Town Address

1. FairTV will provide both live and taped replay coverage of the annual State of the Town address by the First Selectperson.

2. FairTV will provide both live and taped replay coverage of an immediate reply or replies to the annual State of the Town address by the First Selectperson, provided that:

a. any interested political or civic organization contact and alert FairTV of its interest in replying no later than 48 hours before the scheduled start of the First Selectperson's address. This deadline will be strictly adhered to and it is the responsibility of the organization interested in replying to actually contact and interact with a FairTV representative, no later than 48 hours before the scheduled start of the First Selectperson's address.

b. the political or civic organization interested in replying is deemed by the FairTV Commission (or, in the event a Commission vote is not possible, deemed by the Chairperson) to be a justifiable and valid respondent in that year to the First Selectperson's address.

3. Once a political or civic organization has been approved by the FairTV Commission or Chairperson to deliver a response to the First Selectperson's address, neither FairTV, the FairTV Commission, nor Fair TV Commission members, will have ANY input or say into who actually delivers the response or what message it contains.

(FairTV cannot guarantee the usage of technological presentations, unless they are arranged for in advance and technologically feasible.)

#### VI. FAIR TV COMMISSION

The FairTV Commission shall consist of seven (7) members.

Commission member terms shall consist of four years and members may apply for additional terms if desired.

All effort should be made to stagger Commission member terms.

Commission member terms shall expire in the month of November.

The Commission considers party balance in membership crucial to maintaining FairTV's balance and independence. However, knowing the difficulties involved with rigid requirements, recruiting, etc., the Commission will rely on the judgment of the Board of Selectpersons, requiring a unanimous vote of approval by that Board, for any Commission member candidate.

#### Quorum-

For the purposes of conducting committee business, the definition of "quorum" shall be at least four (4) voting members, when the Commission is fully populated.

In periods when the Commission is not fully populated, the definition of "quorum" shall be decided by the Commission Chairperson, or, in their absence, the Vice Chairperson.

#### VII. WARRANTY

The Town of Fairfield, its officers, employees and agents, do not warrant the accuracy of any information distributed by FairTV.

#### VIII. POLICY REVISION PROCEDURE

Revisions to this policy may be made by 2/3 majority vote of the members in attendance of the FairTV Commission.