



Legend

- House Number
- Parcels
- Watershed Outline
- Streams
- Wetland Buffer
- Wetlands
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery

200.0 0 100.00 200.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Created by Greater Bridgeport Regional Council

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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



RFP 2019-42R Request for Proposals Sale of Property: 150 Trail Street

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

Date Submitted February 15, 2019.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets.

Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.


First Selectman

Director of Purchasing
02/11/2019
Date

Bidder:

Patricia F. Moss and Dr. Laurence J. Lowy

Doing Business As (Trade Name)

150 Trail Street

Address

Fairfield, CT 06825

Town, State, Zip

Patricia F. Moss and Dr. Laurence J. Lowy

(Mr/Ms) Name and Title, Printed


Signature

203-255-7063

Telephone

Fax

ljlowy@gmail.com

E-mail

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

2:00pm, Tuesday, 26th February, 2019

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

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "RFP #2019-42R" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

Overview

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

Notes to Candidates

Questions concerning this RFP must be in writing and directed only to:

Corinne Dyer, Senior Buyer

cdyer@fairfieldct.org

Inquiries must be received no later than noon on 19th February 2019. Failure to comply with these conditions will result in the candidate waiving the right to dispute the RFP specifications and conditions. Any addenda will be posted to the Town of Fairfield website, which is www.fairfieldct.org. It is the Respondent's responsibility to monitor the website for additional information.

Response will be in the form of an addendum that will be posted approximately 20th February, 2019 to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

Submission Requirements

One (1) written copy must be submitted and received by **2:00 p.m. on 26th February 2019**; send sealed proposals to:

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

Part I – Property Description

The Town of Fairfield, Connecticut acting through the authority of the Land Acquisition Committee invites proposal for the sale of excess real property owned by the Town of Fairfield, Connecticut. The property comprises one contiguous lot totaling approximately 0.49 acres. The subject parcel is located on the north end of Fairfield, south of the Merritt Parkway.

Zoning/Land Use

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

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

Current Use – The property is currently vacant.

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

Part II – Conditions of Sale

1. The sale of this property is subject to approval by all required Town Boards and Commissions as required by the Town Charter.
2. The property will be sold “as-is” by quit claim deed.
3. The minimum proposal price required is **\$32,500.00**.
4. Attached is the appraisal report supplied by the Town dated October 17, 2018.
5. The Town of Fairfield will pay no broker’s fee, finder’s fee, commission, or other compensation to any party claiming to counsel or represent any proposer regarding the sale and/or development of the properties.
6. No representations will or have been made by the Town of Fairfield that the property meet local, Town or Federal ordinances, regulations or laws governing development of the property, commercially, industrially, or otherwise. All permits, empowerments, permissions, and grants necessary for the sale and/or development of the property are at the selected proposer’s cost and responsibility. Any variances, permissions or grants necessary to meet these requirements are likewise at the selected proposer’s risk, cost, and expense.
7. All proposals are subject to the stipulations of this Request for Proposals.
8. All costs associated with responding to this Request for Proposals and/or producing written and oral clarification of its contents will be the responsibility of the proposers. The Town of Fairfield will assume no responsibilities or liabilities for these costs.
9. The Town of Fairfield makes no assertions or warranties regarding the presence, if any, or absence of asbestos, chemicals, hydrocarbons, or other hazardous materials on the property.
10. No proposals for portion or subparts of the property will be entertained. Proposals must offer to purchase the property in its entirety.
11. The Planning and Zoning Commission is required to review and approve the sale of this site under the requirements associated with a Section of 8-24 review.
12. A Contract for Sale will be awarded to the highest sale price offered.

Part III – Instructions to Proposers

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

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

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

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

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

Proposal Deposit

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

Other Proposal Conditions/Requirements

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

NOTE: The strip of property known as the "Right of Way" is not included in this bid. This bid is for the sale of 150 Trail Street only. Also, the Town does not have the authority to dissolve any portion of "the Trail".

PROPOSAL FORM

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

I, Patricia F. Moss and Dr. Laurence J. Lowy have received the following contract documents,

1. RFP Document #2019-42R,
2. Posted addenda (if any) numbered _____ thru _____, posted at www.fairfieldct.org/purchasing.htm

N.B.: As of the date of this signing, no addenda have been posted

COMPENSATION OFFERED

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

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

Sixty-five Thousand Five Hundred DOLLARS
\$65,500.00

Note: The Minimum acceptable offer is \$32,500.00. No offers under this threshold will be accepted by the Town.

CHECKLIST

The following must be submitted with proposal:

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

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

Patricia F. Moss and Dr. Laurence J. Lowy

Name and Title of Authorized Representative (Printed)


Signature

February 15, 2019

Date

Laurence J. Lowy and Patricia F. Moss
130 Trail Street
Fairfield, CT 06825
ljlowy@gmail.com
203-255-7063

February 15, 2019

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

Letter of Transmittal
Re: RFP 2019-42R; Proposal Bid; Sale of Property: 150 Trail Street

Dear Town of Fairfield:

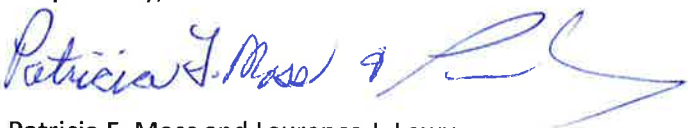
Enclosed is a certified check in the amount of \$3,275.00 paid to the order of the "Town of Fairfield" representing five percent (5%) of the total gross sum of \$65,500.00 bid for the town property known as 150 Trail Street. Also enclosed is our completed and signed "RFP 2019-42R Sale of Property: 150 Trail Street" cover page and Proposal Form. Please note that as of the above date, no addendums have been posted on the Town website regarding this property.

In addition to our bid proposal, we believe that the following information is pertinent:

1. Our property at 130 Trail Street is immediately adjacent to, and shares property lines with, 150 Trail Street on two of its four boundaries.
2. We have been full-time residents and property owners in Fairfield since 1990 and owners of 130 Trail Street since 2007.
3. We will maintain the property in its natural form, preserving the beauty and tranquility of the land by clearing debris, fallen trees, and treating hemlocks as needed. This enhances our neighborhood and the view from our home, as well as creating a quiet buffer.
4. Our driveway is the only vehicle access to 150 Trail Street to enable anything that involves vehicles or heavy equipment.
5. We are concerned about possible flooding of our property if alterations were made to 150 Trail Street which slopes steeply toward our property. Our property includes a long driveway, home with attached garage, and a shed.
6. Both properties are on ledge and rock. In its natural state, surface water is absorbed due to the protective nature of shrubbery and trees. Flooding has already occurred on Trail Street after a property was altered and landscaped.

Thank you for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read "Patricia F. Moss" followed by a stylized flourish or second signature.

Patricia F. Moss and Laurence J. Lowy



Cashier's Check

Reference RFP#2019-42R

Date 02/15/2019

9280346

*****3,275.00*****

1303-A13602Z

Pay THREE THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS

To the Order of *TOWN OF FAIRFIELD*

CASHIER'S CHECK

Authorized Signature

Notice to Customers: The purchase of an indemnity bond may be required before this check will be replaced or refunded in the event it is lost, misplaced or stolen.

Member FDIC CK-002

⑈9280346⑈ ⑆221172186⑆ ⑈17000295⑈

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

ACCEPTANCE PERIOD

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

THE CANDIDATE

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

ASSIGNMENT OF CONTRACT

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

INSURANCE COVERAGE

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

FEDERAL, STATE AND LOCAL LAWS

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

TAXES, FEES, CODE COMPLIANCE, LICENSING

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

NEGOTIATIONS WITH RESPONDENTS

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

PROPOSALS

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

PROPOSAL DEPOSIT

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

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

RIGHT TO ACCEPT / REJECT

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

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

AWARD OF BIDS

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

HOLD HARMLESS

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

CONFLICT OF INTEREST

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

SITE INSPECTIONS

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

EXCEPTION TO SPECIFICATIONS

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

UNLESS OTHERWISE NOTED

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

TAX EXEMPT

Federal Tax Exemption 06-6001998

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

No exemption certificates are required and none will be issued.

Chapter 84

Health

Article IV

Reusable Checkout Bags

§ 84-27 Purpose.

Plastic bags are often discarded into the environment, resulting in waterway pollution, storm drainage issues, marine life endangerment, and litter, which, in turn, creates economic and social burdens and costs to Fairfield. The purpose of this ordinance is to encourage the use of Reusable Checkout Bags to mitigate the adverse impacts of plastic bag usage and to improve and maintain Fairfield's natural resources.

§ 84-28 Definitions.

The following words, terms, and phrases, when used in this Article, shall have the following meanings:

CHECKOUT BAG—a bag of any material, commonly plastic or paper, that is provided to a customer at the point of sale to carry purchases out of the Retail Establishment. The term shall not include:

- A. Bags used by customers inside a Retail Establishment to:
 - 1. Package bulk items, such as fruit, vegetables, nuts, grains, candy, or small hardware items;
 - 2. Contain or wrap frozen foods, meat, or fish, whether prepackaged or not;
 - 3. Contain or wrap flowers, potted plants, or other items where dampness may be a problem;
 - 4. Segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a bag;
 - 5. Contain unwrapped prepared foods or bakery goods; or
 - 6. Contain pharmacy prescriptions.
- B. Newspaper bags, door-hanger bags, or laundry-dry cleaning bags.
- C. Bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags.
- D. Bags of any type that customers bring to a Retail Establishment for their own use.

RECYLCED PAPER CHECKOUT BAG—a paper bag that (1) contains no old growth fiber, (2) is 100% recyclable, (3) contains a minimum of 40% post-consumer recycled content (except that an eight pound or smaller paper bag shall contain a minimum of 20% post-consumer recycled content), and (4) conspicuously displays the phrase “Reusable” and “Recyclable” on the outside of the bag and the percentage of post-consumer recycled content.

RETAIL ESTABLISHMENT—any person, corporation, partnership, business, or other organization or group, however organized, that transfers merchandise, goods, or materials, including, without limitation, clothing, food, or personal items of any kind, directly to a customer in exchange for payment. The term includes, by way of example and not limitation, any grocery store, grocery delivery service, department store, clothing store, hardware store, pharmacy, liquor store, restaurant, delicatessen, convenience store, food truck, sidewalk vendor, farmers' market, flea market, and any other retail store or vendor. The term shall not include the sale of goods at yard sales, tag sales, or other sales by residents at their home.

REUSABLE CHECKOUT BAG—a bag with handles that is specifically designed and manufactured for multiple reuse and that is made of (1) cloth, fiber, or other machine washable fabric, and/or (2) durable plastic that is at least 12.0 mils (thousandths of an inch) thick. A Reusable Checkout Bag shall not contain lead, cadmium, or any other toxic material, as defined by applicable state and federal standards and regulations for packaging or reusable bags.

§ 84-29 Restriction on Checkout Bags.

- A. No Retail Establishment shall sell, provide, or distribute to customers or clients Checkout Bags made of plastic, unless such bags qualify as Reusable Checkout Bags as defined in Section 84-28.
- B. No Retail Establishment shall sell, provide, or distribute Checkout Bags to customers or clients made of paper unless they satisfy all of the conditions set forth in Section 84-28 for Recycled Paper Checkout Bags.
- C. Nothing in this Article shall prohibit a Retail Establishment from encouraging and providing incentives or rebates to customers or clients who bring their own Checkout Bags.
- D. Nothing in this Article shall prohibit customers or clients from using any bags or containers they choose to bring to a Retail Establishment to carry out goods.

§ 84-30 Enforcement and penalties for violation.

- A. The provisions of this Article shall be enforced by a person or persons, employed in the Fairfield Health Department, appointed by the Health Director to perform such task.
- B. Upon determination that a violation of this Article has occurred, the Retail Establishment shall be liable for the following:
 - 1. Upon the initial violation, written warning notice that a violation of this Article has occurred shall be issued to the Retail Establishment. No monetary penalty shall be imposed for the initial violation;
 - 2. For the second violation of this Article, a monetary penalty of one hundred-fifty dollars (\$150.00) shall be imposed; and
 - 3. For the third and each subsequent violation of this Article, a monetary penalty of two hundred-fifty dollars (\$250.00) shall be imposed.

- C. Payment of each monetary penalty imposed pursuant to this Article shall be made within 10 calendar days after the date of delivery of notice of the violation.
- D. Any written notice to the Retail Establishment of a violation of this Article shall be delivered by hand or certified mail to the Retail Establishment by a Health Department official or his/her designee.

§ 84-31 Hearing Procedure for Citations.

- A. *Right to Appeal to a Hearing Officer.* Any Retail Establishment in receipt of a notice of violation under this Article may contest the liability before a citation hearing officer by making a written request for a hearing within 10 calendar days of the date the notice of violation was delivered to the Retail Establishment. Such request for a hearing shall be delivered by hand or certified mail to the Health Department.
- B. *Failure to Appeal Is an Admission of Liability.* If a hearing is not requested, and if one or more monetary penalties are subsequently assessed, the failure to appeal shall be deemed an admission of liability and an assessment and judgment shall be entered against the Retail Establishment by the Superior Court as provided in Chapter 11, Section 11-3. Such judgment may be issued without further notice.
- C. *After an Appeal Has Been Submitted, No Further Notice of Violation Shall Be Issued.* Once a written request for a hearing has been received by the Health Department, no additional notices of violation shall be issued to the Retail Establishment until after the hearing procedure concludes.
- D. *Hearing Procedure for Appeals.* The procedures established in Chapter 11, titled "Citations Hearings," will apply to citations issued under this Article.

§ 84-32 Severability.

If any section, clause, sentence, or provision of the Article shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision hereof, and the applicability thereof to other persons or circumstances shall not be affected thereby.

§ 84-33 Operative Date.

This Article shall become effective as of 12:01 a.m. ET on February 1st, 2020.

MEMORANDUM

TO: Fairfield RTM

FROM: Heather Dean, RTM Representative District 3, and Jill Vergara, RTM Representative District 7

CC: Co-sponsors: Nancy Lefkowitz (RTM District 1), Eric Newman (RTM District 2), Matt Jacobs (RTM District 3), Sharon Pistilli (RTM District 3), Phil Pires (RTM District 4), Jay Wolk (RTM District 5), Lisa Havey (RTM District 6), Lauren Bove (RTM District 7), Mark McDermott (RTM District 7), Kerry Berchem (RTM District 8), Dru Georgiadis (RTM District 9), Sam Cargill (RTM District 10)

RE: Reusable Checkout Bag Ordinance, Chapter 84, Article IV, Sections 84-27-84-33

DATE: March 11, 2019

BACKGROUND

In 2008, Westport became the first town in Connecticut to regulate the retail use of plastic checkout bags.¹ Several California towns and cities joined Westport in its effort to reduce plastic bag waste and litter, and by September 2018, some 349 cities, towns and states in the United States have banned and/or taxed plastic bag use.² The large majority of these municipal ordinances ban the use of plastic bags used to checkout (or “carryout”) goods from retail stores.³ These efforts to reduce the harmful and costly effects of plastic bag use are not limited to the United States. Fifty-four percent of the world’s population, or 3.8 billion people world-wide, live in plastic bag ban and/or fee zones.⁴

This submission constitutes the fourth attempt to pass a reusable checkout bag ordinance in Fairfield. In August 2009, Representative Dean submitted an ordinance to regulate the use of

¹ Westport’s RTM passed the ban on plastic checkout bags in September 2008, and the ordinance became effective six months later in March 2009.
https://library.municode.com/ct/westport/codes/code_of_ordinances?nodeId=PTIICOORTOWE_CH46SOWAMA_ARTVIRECHBA

² <https://www.forbes.com/sites/trevornace/2018/09/20/heres-a-list-of-every-city-in-the-us-to-ban-plastic-bags-will-your-city-be-next/#1f558adc3243>

³ “The most common strategy has been a ban on plastic bags coupled with a fee on paper bags. Of the 266 local ordinances, 94 percent ban plastic bags – the others impose a fee on bags without a ban (10 cents is the most common charge). And of the 94 percent that do ban plastic bags, 58 percent include a fee on paper bags.”
<https://resource-recycling.com/recycling/2017/06/29/the-ordinance-era/>

⁴ <http://www.bagmonster.com/track-the-movement>

plastic checkout bags, which was nearly identical to Westport's ordinance. Due to a lack of quorum, this effort failed in the Legislation and Administration Committee (L & A). Nearly ten years later, a reusable checkout ordinance was presented in October 2018 but denied without prejudice. L & A requested that the language be simplified and that a survey be conducted to verify Fairfield residents' support for such an ordinance as well as feedback from local businesses. In December 2018, Representative Dean presented a revised ordinance and provided results of a business survey; however, L & A tabled the item to allow more time for public input and further discussion of whether to require a fee for paper in addition to the prohibition on plastic checkout bags. Since that time, several towns (most notably Norwalk and New Canaan) have passed ordinances which improve on the process and simplify the definitions used; the ordinance which we now submit draws from these excellent models, with certain alterations specific to our towns' expressed goals and our enforcer's (the Health Director) preferred procedure. We have also included the requested results from a town-wide neighborhood survey.

With this Reusable Checkout Bag Ordinance, Fairfield would join a growing group of leading Connecticut municipalities that have adopted plastic checkout bag ordinances: as of March 2019, Westport, Greenwich, Stamford, Norwalk, Weston, Mansfield, New Britain, Hamden and New Canaan have all passed ordinances prohibiting single-use plastic bags.⁵ Of note, Fairfield is the only remaining municipality of the Fairfield County Five, an economic development group comprised of Stamford, Greenwich, Norwalk, Westport and Fairfield formed around these five towns' similar assets and their push to attract businesses to the area, that has not enacted a checkout bag ordinance to date. At least seventeen other Connecticut municipalities are currently considering similar ordinances.⁶ As a coastal town that enjoys one of the most beautiful coastlines of all of Connecticut, it is imperative that Fairfield joins this list of towns to protect, preserve and defend one of our most cherished and defining features.

Several bills are under consideration by the Connecticut State legislature to regulate the use of plastic bags in various ways. While state legislation has influenced our decision not to

⁵ Weston, Stamford, Norwalk, New Britain and New Canaan adopted "hybrid" models of a plastic bag ban/fee, in which plastic checkout bags are prohibited and retailers must charge a fee for paper checkout bags (typically 10 cent fee on paper).

⁶ As per a working list obtained from the Director of the Plastics Project, Patricia Taylor, at EHHI, Branford, Bridgeport, Darien, Glastonbury, Groton, Guilford, Hartford, Middletown, Milford, New Haven, Newtown, Stonington, Washington, Waterford, West Hartford and Windham are all in the process of considering plastic checkout bag ordinances.

include a fee for paper,⁷ we are not confident that the State will act in a timely way (as similar legislation has been considered by the State for 10 years), if at all, and Fairfield simply cannot wait any longer to protect our environment and our health and to limit the municipal costs that plastic bag usage exposes the town to in terms of clean up, flood mitigation and recycling. Our ordinance ensures strong protection of our town's resources and environment and is an important step in preserving Fairfield's natural resources for future generations.

ADVERSE IMPACTS OF PLASTIC BAG USAGE

Single-use plastic bags have become a ubiquitous sight on our landscape; a blight on our roadways and sidewalks, parks, beaches and marshland, and a source of great cost (both short- and long-term). According to the EPA, more than 380 billion plastic bags are used in the United States each year.⁸ In Connecticut alone, one billion single-use plastic bags are used each year, which means that Fairfield residents use about 17 million plastic bags a year.⁹ All of the towns in Connecticut that do not limit plastic bag usage, like Fairfield, are contributing to a major worldwide crisis, in which 5 trillion pieces of plastic have ended up in our oceans,¹⁰ causing there to be more plastic in our oceans than plankton;¹¹ if our plastic usage continues at this rate, there will be more plastic by weight in the world's oceans than fish by 2050.¹²

Plastic bags play a serious and detrimental role in coastal pollution: one out of every ten items picked up in an International Coastal Cleanup was a plastic bag, making plastic bags the second most common kind of waste item found in the coastal cleanup.¹³ Coastal communities in particular bear a responsibility to control the release of plastic into the environment, as mismanaged waste ends up feeding directly into our oceans: "Some 18 billion pounds of plastic waste flows into the oceans every year from coastal regions."¹⁴ We, as a coastal community,

⁷ We see the need to have a uniform approach to fees.

⁸ <https://www.masslive.com/business/2019/01/big-y-to-eliminate-single-use-plastic-bags-in-2020-at-all-stores-in-massachusetts-connecticut.html?fbclid=IwAR0G1mTclKPof2z3BZZs-LwkWvJH3Jvp0OldHszg95YHFR3c86D2yjjrWA>

⁹ <https://www.courant.com/news/connecticut/hc-news-plastic-bans-campaigns-20180910-story.html>

¹⁰ <https://www.cnn.com/interactive/2016/12/world/midway-plastic-island/>

¹¹ <https://www.citizenscampaign.org/campaigns/plastic-bags.asp>

¹² https://www.washingtonpost.com/news/morning-mix/wp/2016/01/20/by-2050-there-will-be-more-plastic-than-fish-in-the-worlds-oceans-study-says/?utm_term=.5ee926d56f9d

¹³ <https://www.thebalancesmb.com/plastic-recycling-facts-and-figures-2877886>

¹⁴ <https://news.nationalgeographic.com/2018/05/plastics-facts-infographics-ocean-pollution/>

have a heightened obligation to protect against this insidious and pervasive pollution, and this plastic bag ordinance aims to encourage the use of reusable bags to reduce the negative impact plastic bags have been having and will continue to have on our environment.

While plastic bags themselves cost cents to produce and are utilized for an average of 12 minutes, they persist in our environment for up to 1,000 years,¹⁵ all the while polluting our waterways, endangering our wildlife, clogging our storm drains and releasing microplastics and toxins into our water, air and soil. These microplastics and toxins represent huge risks to our health, as well as the health of our wildlife. Microplastic pollution is a serious concern in a state where we burn our trash. As only 1-4% of plastic bags are recycled annually,¹⁶ the large majority of these bags end up being burned, likely at Bridgeport's Wheelabrator plant right next door to Fairfield.¹⁷ Thus, the large majority of these bags end up releasing highly toxic substances like lead, mercury, acid gases and particulate matter¹⁸ into the air that our children breathe, soil that we play and garden in, and water—most notably, the Long Island Sound. For instance, a study conducted by the University Connecticut last summer (2018) found substantial microplastic contamination in the Long Island Sound. Two of the four testing locations in the Sound were off of Fairfield's coast.¹⁹

Outside of the overwhelming environmental impacts briefly discussed above, plastic bag usage also imposes significant municipal costs. Plastic bags often jam processing equipment at recycling facilities, potentially shutting down facilities for hours and up to several days.²⁰ These processing delays and jams have cost towns and cities across the country millions of dollars annually.²¹ Plastic bags are also one of the most common types of litter requiring towns to spend

¹⁵ <https://www.citizenscampaign.org/campaigns/plastic-bags.as>

¹⁶ <http://www.wmnorthwest.com/guidelines/plasticvspaper.htm>

¹⁷ <https://www.wtienergy.com/plant-locations/energy-from-waste/wheelabrator-bridgeport>

¹⁸ <https://www.ciel.org/news/plasticandhealth/>

¹⁹ <https://www.ctenvironment.org/2019/01/18/cooking-up-plastic-soup-in-long-island-sound/>

This sort of plastic pollution represents a threat to our town's economy. For instance, in 1988, the problem with "floatable debris," when trash was accumulating in the Long Island Sound, led to a decrease in beach patrons, resulting in \$1-2 billion loss for businesses on the Long Island Sound. <http://longislandsoundstudy.net/about/our-mission/management-plan/floatable-debris/>

²⁰ https://www.dec.ny.gov/docs/materials_minerals_pdf/dplasticbagreport2017.pdf;

https://www.cleanwateraction.org/sites/default/files/CA_Fact%20Sheet_final.pdf

²¹ California, New York and Rhode Island all report such costs. California, for example, has reported that before its ban on plastic bags, recycling jams were costing the City of San Jose \$1 million annually.

http://www.cleanwateraction.org/sites/default/files/CA_Fact%20Sheet_final.pdf

considerable amounts of money on management and clean up.²² Residents in coastal communities are reported to pay almost \$15 per resident in overall clean up costs of plastic bags annually.²³

Another concerning, and costly, impact that plastic bags have on cities around the world is that they clog storm drains. This interference with drainage, in turn, has caused increased flooding risks.²⁴ As Fairfield is a community that has been hard-hit by floods and is spending considerable amount of time and money investigating and investing in flood mitigation procedures, eliminating plastic bags is essential to our long-term wellbeing and sustainability.

WHY RECYCLING IS NOT AN OPTION

The most significant problem with recycling right now is that “Connecticut’s recycling market [has] collapse[d].”²⁵ Where towns used to make money for their recyclables, they now must expend money to manage their growing stockpiles of recyclables. For Fairfield, that means that what used to be a \$50,000+ profit center is now a \$525,561 cost center.²⁶ In prohibiting plastic checkout bags, we are reducing our trash, reducing our recycling and reducing this cost source.

FAIRFIELD’S REUSABLE CHECKOUT BAG ORDINANCE

Section 84-27—Purpose

The purpose of the Ordinance is to encourage the use of Reusable Checkout Bags to mitigate the adverse impacts of plastic bag usage, as discussed above, and to preserve and protect Fairfield’s natural resources.

²² New York City alone spends \$12.5 million to dispose of single-use carryout bags. https://www.dec.ny.gov/docs/materials_minerals_pdf/dplasticbagreport2017.pdf; In 2013, the City of San Diego spent \$160,000 on clean up of plastic bags. <https://energycenter.org/sites/default/files/Plastic-Bag-Ban-Web-Version-10-22-13-CK.pdf>

²³ “Plastic Bag Bans: Analysis of Economic and Environmental Impacts”. Equinox Center. Oct. 2013.

²⁴ https://www.business-standard.com/article/news-ians/urban-flooding-caused-by-plastic-clogging-poor-drainage-117091000339_1.html; see also <https://www.reusethisbag.com/articles/plastic-shopping-bags-environmental-impact/>

²⁵ <https://www.stamfordadvocate.com/politics/article/CT-s-recycling-market-collapse-13661573.php>

²⁶ <https://www.stamfordadvocate.com/politics/article/CT-s-recycling-market-collapse-13661573.php>

Section 84-28—Definitions

Certain key definitions include: Checkout Bag and Retail Establishment. Checkout Bags under the Ordinance are bags given to a customer at the point of sale to carryout purchased items. These bags do not include bags used inside the store to contain or wrap produce or to contain moisture; newspaper or dry-cleaning bags; or any bags that a customer may have brought to the store to carry out goods. Retail Establishments are any person, corporation, partnership, business, or other organization that transfers goods/merchandise to a customer for payment. Several examples of Retail Establishments are given, such as grocery stores, restaurants, convenience stores and food trucks, but Retail Establishment is not limited to those examples. The definition specifically excludes yard sales, tag sales, and other sales by residents at their homes.

Section 84-29—Restriction on Checkout Bags

In furtherance of the stated purpose, the Ordinance prohibits Retail Establishments from providing plastic bags to customers; it also prohibits Retail Establishments from providing paper bags that are not 100% recyclable and made from a certain percentage of post-consumer recycled content. Customers are explicitly allowed to bring any bag they choose. Retail Establishments are also enabled to (and encouraged to) provide incentives and/or rebates to its customers who bring their own bags.

Section 84-30—Enforcement and penalties for violation

Fairfield's Health Director is the enforcer of this Ordinance, who can appoint anyone in the Health Department to perform these tasks. The first violation is only a written warning; there is no monetary penalty. The second violation incurs a \$150 fee. The third (and each subsequent) violation incurs a \$250 fee. The violator must pay the fee within 10 days after the notice of violation is delivered. Delivery of such notice of violation and/or warning can be delivered by hand or by certified mail to the violator Retail Establishment by the Health Department official or his/her designee.

After nearly a decade, Westport has had only one reported violation that required enforcement by their Conservation Department. We have sought the advice and language approval of the town's Health Director, Sands Cleary, who has helped to revise the language and has approved the current form. As with Westport, other towns that have enacted similar ordinances have not experienced enforcement problems. Businesses have conformed quite easily to the new restrictions and have been cooperative. We anticipate having a similar experience here in Fairfield and do not believe that enforcement will be a problem.

Section 84-31—Hearing Procedure for Citations

Any Retail Establishment that receives a warning or notice of violation can contest the liability by making a written request for appeal within 10 days of receipt of the warning/violation. This request must be delivered to Fairfield's Health Department by hand or certified mail. If this request for a hearing is not made, such failure to appeal is an admission of liability and any monetary penalty must be paid (within 10 days of the initial notice of the violation). Once a written request to appeal is made, the Health Department must cease from issuing any further notices of violation until after the hearing procedure. The procedures in Chapter 11, entitled "Citations Hearings," apply to citations issued under this Ordinance.

Section 84-32—Severability

If anything is deemed to be invalid in this Ordinance, that invalidity does not affect the enforceability of the Ordinance as a whole.

Section 84-33—Operative Date

In order to give our businesses sufficient time to adjust to these new restrictions and to use current inventory stocks, we established an effective date of nearly one full year after this submission date—February 1st, 2020.

CONCLUSION

It is in Fairfield's best interests to pass this Reusable Checkout Bag Ordinance. Let's work together to be environmentally responsible and make Fairfield a steward of our coastal environment, and save the town money while we do so.