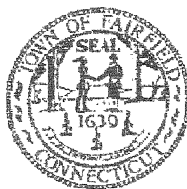


FairTV Commission

Seat	Name	Position	Party	Term Start	Term End
1	Harrison, Alexis P		R	07/15	07/16
2	Jimeson, Robert MacKay		R	07/15	07/17
3	Minsky, Tracy Goldblatt		D	07/15	07/17
4	Quinn, James F		D	07/15	07/18
5	[VACANT]		*	07/15	07/18

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

The FairTV Commission was established to oversee the development and operation of educational and government access television programming in Fairfield.



Town of Fairfield

Office of the First Selectman
Fairfield, Connecticut 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. Please note that your resume and completed questionnaire are public documents. If you have any questions please contact Kathleen Griffin at 203-256-3030 or kgriffin@town.fairfield.ct.us.

Board/Commission: FairTV Commission
Date: 5/19/15

Name: Stuart Strelzer
Address: 56 Lamplighter Lane
Fairfield, CT 06825

Email: sstrelzer2@aol.com
Home Phone: (203) 256-0460
Work Phone: _____
Cell Phone: (203) 650-2010

1. How did you learn about this position?
Town E-mail
2. Why are you interested in serving and how can you contribute to this board / commission?
I think my career experience would be extremely beneficial
3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.
Not at this time
4. Have you spoken with the chair, any members, or the appropriate Department Head?
No
5. Have you read the written description of the board's role?
Yes
6. Do you have any potential conflict of interest?
No

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

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

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

STUART STRELZER

56 Lamplighter Lane | Fairfield, Connecticut 06825 | C: 203.650.2010 | strelzers@gmail.com

BROADCAST PRODUCTION LEADER

Broadcast Management | Production | Network Operations & Engineering

- Emmy, Peabody and Dupont award-winning, experienced network broadcast production/operations leader
- Successful sports broadcast production management experience with strategic vision and planning
- Lead execution of multiple large scale live and studio broadcast events
- Reputation for building engaged high performance teams and conducting effective meetings and surveys
- Initiate event documents that include technical gear, labor bids, technical drawings and scheduling
- Deliver excellent customer service skills to provide technology leadership and communication vision
- Effective budget, facility and manpower management, plus database and scheduling strategies
- Provide strong leadership in a fast-paced production environment
- Resourceful outside the box creative strategist that develops effective timely business solutions
- Ensure broadcast and events quality standards and excellence while multi-tasking numerous events
- Originate technology solutions and determine state-of-the-art broadcast and event needs; handle set up
- Expert vendor negotiation and relations specialist, including mobile television trucks
- Reputation for diplomacy with on-air talent and sports celebrities, both professional and amateur
- Expert union labor relations management: NABET, DGA, IBEW, IATSE, SAG-AFTRA
- Interpret FCC regulations and guidelines; ensure best practices with health and safety OSHA requirements

CBS and CBS SPORTS NETWORK

Director of Remote Operations/Consultant, 6/06 to Present

CBS College Sports: college sports for every major men's and women's conference: football | basketball | baseball | hockey | lacrosse | soccer | wrestling | softball | field hockey | rowing | volleyball

- Emmy award winning broadcast operations and production leader
- Oversee and manage live remote operations and production facilities
- Handle and oversee 24/7 broadcast operations center projects and team
- Served as key point of contact for all major college conference sports
- Provide short and long-term technology recommendations for broadcast executives and partners
- Ensure reliability of on-air systems
- Originated broadcast technology for US Open Tennis in 3D, received Emmy
- Produced CBS Million Dollar Password game show from production standpoint
- Utilize excellent customer service skills to provide technology support for network operations
- Develop effective business plans with college sports departments, staff and vendors
- Effective and efficient budget management and strategy creation
- Resourceful outside the box strategist for complex business and broadcast system issues; effective troubleshooter within the broadcast operations center and remote broadcasting events
- Coordinate staff, deployment of engineering equipment, integration and management of transmission feeds
- Track technology industry trends and to determine best solutions for technology and products selected

ABC

Senior Broadcast Operations Manager, 9/11 to 9/13

Operations Manager, 9/95 to 6/06

ABC ENTERTAINMENT: "Dick Clark's Rockin' New Year's Eve" | "GMA Summer Concert Series, Central Park" | Academy Awards | Emmy Awards | "The View"

ABC/ESPN SPORTS: Monday Night Football | Super Bowls | Championship Ice Skating - National, European and World Figure Skating Championships | College Football including Bowl Games | PGA Tournaments | USGA Tournaments | Indianapolis 500 | World Cup Soccer | Olympics | Kentucky Derby | Preakness | Belmont Stakes | Swimming/Diving Championships | USTA Championships | Water Polo | Gymnastics

ABC NEWS: Hurricane Sandy | Sandy Hook | Presidential Election, Debates and Inauguration Coverage | "World News Tonight" | "Good Morning America" | Hurricane coverage | 9/11 and war coverage

STUART STRELZER - 2

C: 203.650.2010 | strelzers@gmail.com

ABC

- Emmy, Dupont, Peabody award winning engineering, operations production leader
- Oversaw multi-million dollar signature TV broadcasts, Monday Night Football, Olympics, Super Bowls, Times Square New Year's Eve, GMA Summer Concert series, 9/11 and Hurricane Sandy News Coverage
- Conceived and produced live remote broadcasts and events ensuring technical broadcast quality
- Oversaw, created and executed production management strategy for multiple Super Bowl broadcasts
- Responsible for successful Monday Night Football season during 10 years from an operations and production standpoint plus introduced HD format for Monday Night Football
- Oversaw 24/7 broadcast operations center including staff, capital budgets, equipment and facilities
- Provided technology vision, short and long-term recommendations, for network executives and partners
- Extensive engineering expertise with transmission, routing, release to air, digital, studios and control rooms
- Evaluated and efficiently resolved logistical facility and remote challenges with quick turnaround solutions
- Cost effectively managed vendors and created long-term leases for mobile units and equipment
- Created production engineering policies and guidelines for live remote operations and studio facilities
- Effectively managed and coordinated deployment of fly-pack systems, multi-cam units for remote operations plus coordinated integration coverage feeds between remotes and control studios
- Established effective performance reporting systems with executive management

VIACOM

Technical Manager, 3/92 to 8/95

MTV: MTV VMA's | MTV Unplugged Series | Super Bowl Tailgate Party | The Grind | MTV News | MTV Beach House | MTV "Rock 'N Jock" | MTV Unplugged Series - artists: Rod Stewart | Neil Young | Mariah Carey | Paul Simon | Boyz to Men | John Mellencamp | Tony Bennett | Denis Leary

VH1: "Roots, Rock, And..." - artists: Keith Richards | Wynonna Judd | Lindsey Buckingham | Bruce Hornsby | Bonnie Raitt | Melissa Etheridge | Sade | BeeGees | Aaron Neville | Meatloaf

NICKELODEON: Kids Choice Awards

SHOWTIME: Showtime Boxing

- Entertainment and reality TV expert; produced Unplugged series, VMAs, Showtime Boxing
- Orchestrated broadcast operations and engineering for signature programming events and series
- Innovated fiber technology for U2 concert to integrate in real time without audio or video delay with LA VMAs
- Executed Viacom corporate launch with Sundance Channel and Robert Redford
- Oversaw live and studio broadcasts from the engineering standpoint from inception to actual production
- Diplomatic interface with talent and celebrities ensuring legendary music artists' needs met
- Oversaw and developed technical specification documents, surveys and remote facilities for all shows

BRAVO: "Fashionality Pilot;" "The New Newlywed Game"

DIRECTV: "The Dan Patrick Show"

FUSE TV: "Hoppus on Music" and Top 20 Countdown; Cee Lo Green and Bruno Mars

SIRIUS XM RADIO: "Howard Stern Birthday Bash"

TV Land: "Celebrity Mr. & Mrs."

AWARDS and EDUCATION

EMMY Awards: US Open Tennis in 3D | Winter Olympics | Summer Olympics

ALFRED I. DUPONT Award: News Coverage 9/11

PEABODY Awards: Hurricane Sandy | News Coverage 9/11

NEW SCHOOL FOR SOCIAL RESEARCH, M.A. Media Studies

BOSTON UNIVERSITY, School of Public Communication; B.S. TV Production

Historic Documents FY16 Grant Proposal

- 1 The Fairfield Town Clerk's Office has utilized the Historic Documents Preservation Program Grant to continue our preservation program of the valuable historic records available in our vault as well as the purchase of movable shelving units to increase the capacity of the main area where the land records are available to the public and the vital records are stored along with stationary storage to increase our capacity for other valuable Town records.

The Birth Volumes from 1920-1921 and 1926-1927 and Marriage Volumes from 1918-1921 consisting of five volumes are in very poor condition. The bindings are broken causing pages to fall out of the text block and acidic tape was used at some point which has further damaged the pages. The birth records from 1926-1927 in particular are in an oversized volume that has been mended several times. These records are of great legal and historic value to the Town and are utilized frequently by visiting genealogists as well as staff members.

2. Kofile Preservation will stabilize and preserve these volumes. Their processes include disbinding, cleaning, deacidifying, mending, rebinding and encapsulation. These records will also be microfilmed. An information log for each volume will follow the books through the treatment process and will be a permanent record of the treatment. This process will take approximately 18 weeks to complete.
3. By securing this grant, I am continuing the preservation program of our valuable historic records. These records will also be microfilmed which will be stored offsite. Preserving these records will allow for the application of future technologies if they are preserved in the best form possible, and will also ensure that these records will continue to be accessible to everyone who utilizes the Town Clerk's Office, other agencies and departments and our residents.

APPLICATION
TARGETED GRANT FY 2016
 Historic Documents Preservation Program
 Connecticut Municipalities
 GP-001 (rev. 12/14)



STATE OF CONNECTICUT
 Connecticut State Library
 PUBLIC RECORDS ADMINISTRATOR
 231 Capitol Ave., Hartford, CT 06106

This form may be completed and printed for submission at <http://www.ctstatelibrary.org/organizational-unit/public-records>

Name of Municipality:	Fairfield		
Name of Municipal CEO:	Michael Tetreau	Title:	First Selectman
Phone with Area Code:	203-256-3030		
Email:	mtetreau@fairfieldct.org		
Name of Town Clerk:	Elizabeth P. Browne	Title:	Town Clerk
Phone with Area Code:	203-256-3090		
Email:	bbrowne@fairfieldct.org	Check if Designated Applicant:	<input checked="" type="checkbox"/>
TC Mailing Address:	611 Old Post Road, Fairfield, CT 06824		
MCEO Address if Different:	725 Old Post Road, Fairfield, CT 06825		

Grant Application Deadline: ☒ Cycle 1: April 30, 2015 ☐ Cycle 2: September 30, 2015

Grant Contract Period: The contract period begins after July 1, 2015 AND receipt of the fully executed contract. Grant projects must be completed and funds expended by June 30, 2016.

Maximum Grant Allowed:

\$3,000	Small Municipality	Population less than 25,000
\$4,000	Medium Municipality	Population between 25,000 and 99,999
\$6,500	Large Municipality	Population of 100,000 or greater

Amount Requested: \$ 4,000

Grant Category(ies):

<input type="checkbox"/> Inventory and Planning	<input type="checkbox"/> Organization and Indexing
<input type="checkbox"/> Program Development	<input type="checkbox"/> Storage and Facilities
<input checked="" type="checkbox"/> Preservation/Conservation	

Budget Summary	Grant Funds (A)	Local Funds (B)	Total Funds (A+B)
1. Consultants/Vendors (Total cost for all consultants and vendors)	\$ 4,000	\$ 2,907	\$ 6,907
2. Equipment (Total cost for eligible items, i.e. shelving)	\$	\$	\$
3. Supplies (Total cost for eligible items, i.e. archival supplies)	\$	\$	\$
4. Town Personnel Costs (Total cost for all town personnel)	¹ \$	² \$	\$
5. Other (Please specify on a separate sheet)	\$	\$	\$
6. TOTAL	\$ 4,000	\$ 2,907	\$ 6,907

¹ Base pay only for personnel hired directly by the municipality. Personnel costs for vendors should be listed under Consultants/Vendors.

² Personnel taxes, benefits and any overtime must be paid by the municipality if grant funds used for base pay.

Narrative Page and Supporting Documentation

- Answer the narrative questions on a separate page, numbering the answers.
- If applying for more than one project, questions 1 through 3 must address each project separately and distinctly, for example, by numbering the answers 1a and 1b, 2a and 2b, and so on.
- Answers must be provided in the applicant's own words, not by referencing the vendor's proposal.

- 1. Describe the project.** Describe what will be done and why; specify the records involved, including volume numbers and dates.
- 2. Identify the vendors and/or town personnel.** Include assigned duties and the timeframe for completing the work.
- 3. Describe what the municipality hopes to accomplish with the grant.** Describe how the project will impact the records, the office and the municipality.
- 4. Provide a detailed budget.** List the detailed expenses that make up each Budget Summary line item (Consultants/Vendors, Equipment, Supplies, and Town Personnel Costs). Specify how expenses will be split between grant and local funds, if applicable. For any Town Personnel Costs, include the job title, hourly rate, and total number of hours for each individual; also see page 12 of the Guidelines.

Note: If applying for only **one project** and using only **one vendor**, you may **omit** the detailed budget provided that the expenses are clearly indicated on the attached vendor proposal
- 5. Attach supporting documentation.** For consultants/vendors, provide a copy of the proposal or quote. For direct purchases of equipment or supplies, provide a copy of the product information/pricing.

Designation of Town Clerk as Applicant

This section to be completed only if the MCEO wishes to designate the Town Clerk to make the application for the grant.

I hereby designate, Elizabeth P. Browne, the Town Clerk, as the agent for making the above application.

Signature of MCEO

Date

Michael Tetreau, First Selectman
Name and Title of MCEO

Certification of Application

This section must be signed by the applicant.

If the Town Clerk has been designated above, the Town Clerk must sign. If the Town Clerk is not designated, the MCEO must sign.

I hereby certify that the statements contained in this application are true and that all eligibility requirements as outlined in the *FY 2016 Targeted Grant Guidelines* have been met.

Signature of Applicant (MCEO or Town Clerk if Designated)

Date (must be same as or later than above date)

Elizabeth P. Browne, Town Clerk
Name and Title of Applicant

For State Library Use Only

Grant Disposition: ☐ Approved ☐ Denied

Grant Award: \$ _____

Grant Number: _____ - _____ - _____

Signature of Public Records Administrator

Date

Memorandum

To: Board of Selectmen *MSS*
From: Mark S. Barnhart, Director of Community & Economic Development
Date: 5/28/2015
Re: 2015 Neighborhood Assistance Act Program

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

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

In order to be considered, applications must be completed in full, approved locally following a public hearing, and submitted to the Department of Revenue Services (DRS) no later than July 1, 2015. Attached for your consideration is a summary of the applications that were received by the April 27, 2015 deadline.

In order to meet the aforementioned submission deadline, I would request that you consider this matter at your next regularly scheduled Board meeting, which I understand to be June 3, 2015.

2015 Neighborhood Assistance Act Town of Fairfield Applicants

Program	Agency Sponsor	Agency Address	Funds Requested	Other Funds	Tax Credit	Program Category
LED Lighting for Warehouse	Fairfield Theater Company	70 Sanford Street, Fairfield	\$ 100,000	\$ 54,029	100%	Energy Conservation
Energy Efficiency Initiative	Wakeman Memorial Association, Inc.	385 Center Street, Southport	\$ 46,975	\$ -	100%	Energy Conservation
Educational Outreach & Operating Support	Notre Dame High School	220 Jefferson Street, Fairfield	\$ 150,000	\$ 20,000	60%	Other: Outreach & Educational Enrichment
Energy Efficiency Upgrades	Notre Dame High School	220 Jefferson Street, Fairfield	\$ 150,000	\$ -	100%	Energy Conservation
Arts Program for the Community	Fairfield Theater Company	70 Sanford Street, Fairfield	\$ 150,000	\$ 2,650,000	60%	Community Arts Programming
Cancer Survivor Wellness Program	CT Challenge	250 Pequot Avenue, Southport	\$ 150,000	\$ 250,380	60%	Other: Community Wellness for Cancer Survivors
Financial Literacy Program & Life Skills Development	Jr. Achievement of Western CT	835 Main Street, Bridgeport	\$ 20,000	\$ 28,000	60%	Other: Financial Literacy & Life Skill Development
Community Hunger & Homelessness Services	Operation Hope of Fairfield	636 Old Post Road, Fairfield	\$ 150,000	\$ 2,327,020	60%	Program serving Low Income Populations

Memorandum

To: Board of Selectmen
From: Mark S. Barnhart, Director of Community & Economic Development
Date: May 22, 2015
Re: Program Year 41 Annual Plan, Community Development Block Grant

The proposed Program Year 41 (October 1, 2015–September 30, 2016) Community Development Block Grant (CDBG) activities are herein submitted for your approval. The Town adheres to a citizen participation process that includes the community in the development of its Annual Action Plan. In accordance with its citizen participation plan, the Town conducted the first of two scheduled public hearings to solicit comments on housing and community development needs on February 24, 2015. A second public hearing was held on May 26, 2015 at 6:00 p.m. in the Second Floor Conference Room of the Old Town Hall.

The Town of Fairfield expects to receive \$460,148 in CDBG funding for the upcoming PY 41 program year. This amount represents an increase of \$3,450 or 0.8% over the current year's allocation. Please note that the proposed budget presented hereto includes \$5,882 in estimated program income. Please keep in mind that the Town may allocate not more than fifteen percent (15%) of its entitlement to public service category activities and that general administrative costs cannot exceed twenty percent (20%) of the allocation.

I respectfully request your timely and favorable consideration of the proposed PY 41 CDBG activities at your June 3, 2015 meeting so that we might prepare and submit our Annual Action Plan to HUD. Please do not hesitate to contact me in the event that you have any questions.

Thank you for your consideration.

Information and Justification Regarding the Community Development Block Grant

1. *BACKGROUND*: HUD designates Fairfield as an entitlement community for its CDBG program. As an entitlement community, the Town receives grant funds in an amount established by HUD for each fiscal year to be used for various HUD eligible activities.
2. *PURPOSE AND JUSTIFICATION*: The objective of this program is to develop viable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income.
3. *DETAILED DESCRIPTION OF PROPOSAL*: See attached program description.
4. *RELIABILITY OF ESTIMATED COSTS*: The grant funds are a fixed amount established annually by HUD.
5. *PAYBACK PERIOD*: Not Applicable
6. *ADDITIONAL LONG RANGE COSTS*: Not Applicable
7. *ADDITIONAL USE OR DEMAND ON EXISTING FACILITIES*: Not Applicable
8. *ALTERNATES TO THIS REQUEST*: Not Applicable
9. *SAFETY AND LOSS CONTROL*: Not Applicable
10. *ENVIRONMENTAL CONSIDERATIONS*: HUD requires that all recipients of CDBG funds follow Federal regulations as contained in 25 CFR Part 58, thereby furthering the purposes of the National Environmental Policy Act of 1969.
11. *INSURANCE*: Not Applicable
12. *FINANCING*: Not Applicable
13. *OTHER CONSIDERATIONS*: Not Applicable
14. *OTHER APPROVALS*: Public Hearings (conducted on 2/24 and 5/26), Board of Selectmen, RTM, and 30 Day Public Comment Period prior to submission to HUD.

**Town of Fairfield
Office of Community and Economic Development**

**Proposed PY 41 Annual Allocation Plan
Community Development Block Grant Program**

Public Service Activities (15%)

Operation Hope Shelter Operating Costs	\$ 11,250
Center for Family Justice Advocacy/Support	\$ 9,250
Operation Hope Case/Property Management	\$ 11,000
FCS Mental Health/Counseling Services	\$ 12,000
Grasmere by the Sea Social Worker	\$ 10,000
BOE Special Education Vocational Training	\$ 4,000
Connecticut Legal Services	\$ 4,000
Jewish Home for the Elderly Elder Abuse	\$ 4,500
History Museum Education Program	\$ 3,000
Subtotal	\$ 69,000

Public Facilities and Non-Housing Needs

DPW Street/Sidewalk Improvements	\$ 60,000
Micro-Enterprise Assistance	\$ 10,000
Burr Homestead Accessibility	\$ 40,000
Subtotal	\$ 110,000

Affordable Housing Activities

Multi-Family Rehab Program	\$ 40,000
Single-Family Rehab Program	\$ 40,000
Handyman	\$ 10,000
Homeownership Assistance	\$ 40,000
Parish Court	\$ 40,000
Sullivan McKinney Elder Housing	\$ 25,000
Subtotal	\$ 195,000

Program Administration (20%)

Administration	\$ 92,030
Subtotal	\$ 92,030

CDBG PROGRAM YEAR 41 SUMMARY**USES:**

Public Service Activities (<15%)	\$ 69,000
Public Facilities and Non-Housing Needs	\$ 110,000
Affordable Housing Activities	\$ 195,000
Program Administration (<20%)	<u>\$ 92,030</u>

TOTAL USES	<u>\$ 466,030</u>
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SOURCES:

CDBG Entitlement (Estimated)	\$ 460,148
Program Income (Estimated)	<u>\$ 5,882</u>

TOTAL SOURCES	<u>\$ 466,030</u>
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Final grant amount subject to change by HUD

May 28, 2015

To: The Board of Selectmen
From: Ginna Paules, Youth Coordinator
Gerald Lombardo, Director

Re: Youth Services Grant, \$28,985
14 Points

Information and Justification Regarding the Youth Services Grant

1. BACKGROUND

The Youth Services Grant, given by the CT State Department of Education, has been awarded to the Town of Fairfield for 22+ years. The state grant program was created to assist municipalities in establishing and maintaining youth service bureaus for the purposes of evaluation, planning, coordination and implementation of programs and services for youth.

2. PURPOSE AND JUSTIFICATION

The 2015 - 2016 preliminary grant award is \$28,985. These funds will be used to provide for the well being of youth through social, educational and mental health programs. It is the intent that these programs will lead to positive youth development, thereby reducing boredom and delinquent behavior.

3. DETAILED DESCRIPTION OF PROPOSAL

See attached Grant and Local Match Budget and Budget Narrative.

4. RELIABILITY OF ESTIMATED COST

The grant is for a fixed dollar amount. It is required by the state that a town must contribute an amount equal to the amount of the state grant. The matching of funds is appropriated in the Parks and Recreation budget. Estimated costs are based on Administrative Support Salaries and Direct Service Salaries.

5. PAYBACK PERIOD

Not Applicable

6. ADDITIONAL LONG RANGE COSTS

Not Applicable

7. ADDITIONAL USE OR DEMAND ON EXISTING FACILITIES

Not Applicable

8. ALTERNATES TO THIS REQUEST

Not Applicable

9. SAFETY AND LOSS CONTROL

Not Applicable

10. ENVIRONMENTAL CONSIDERATIONS

Not Applicable

11. INSURANCE

Not Applicable

12. FINANCING

Funds are matched in the amount of \$28,985 from the Parks and Recreation Budget already appropriated from Fiscal Year 2015 – 2016 in Personnel Services

13. OTHER CONSIDERATIONS

Not Applicable

14. OTHER APPROVALS

Board of Selectmen

RTM

2015 – 2017 Youth Service Bureau Grant Application

ED114 FISCAL YEAR 2015

YOUTH SERVICE BUREAU BUDGET FORM

GRANT TITLE: YOUTH SERVICE BUREAU

PROJECT TITLE:

CORE-CT CLASSIFICATION: FUND: 11000 SPID: 17052 PROGRAM: 82079

BUDGET REFERENCE: 2015

CHARTFIELD1: 170002

CHARTFIELD2:

GRANT PERIOD: 07/01/15 - 06/30/16

AUTHORIZED AMOUNT:\$

AUTHORIZED AMOUNT by SOURCE:

CURRENT DUE:\$

LOCAL BALANCE:\$

CARRY-OVER DUE:\$

CODES	DESCRIPTIONS	BUDGET AMOUNT	CASH MATCH	IN-KIND
111A	ADMINISTRATOR/SUPERVISOR SALARIES	16,094	28,985	
200	PERSONAL SERVICES/EMPLOYEE BENEFITS			
300	PURCHASES PROFESSIONAL/TECHNICAL SVCS	6,225		
400	PURCHASED PROPERTY SERVICES			
500	OTHER PURCHASED SERVICES			
600	SUPPLIES	6,666		
700	PROPERTY			
890	OTHER OBJECTS			
	TOTAL	28,985	28,985	

ORIGINAL REQUEST DATE

CT STATE DEPARTMENT OF EDUCATION

DATE OF

REVISED REQUEST DATE

PROGRAM MANAGER AUTHORIZATION

APPROVAL

Grant/Match Summary

SDE Grant Award	28,985
Local Match:	28,985
Municipal Appropriation	
Other Funds	
In-Kind	
Total Local Match	28,985

I certify that the budget provided herein represents the planned income and expenditures of the Youth Service Bureau Grant funds and local match of the above grantee for the grant period July 1, 2015 through June 30, 2016, in accordance with all applicable instructions and statutory requirements.

Authorized
Signature

Date

Typed Signature:

Gerald A. Lombardo

2015 – 2017 Youth Service Bureau Grant Application

BUDGET NARRATIVE - EXPENSES

Provide a detailed description of the expenses to be funded by the YSB grant funds and required local match for each expense account. Copy this form as necessary. Line item totals should agree with line items on the “Grant and Local Match Budget” form.

Account Code/Name	Description	Line Item Total
111 A	<p>Administrator / Supervisor Salaries</p> <p>Administrative – 51 weeks X 19.5 hours X \$15 = \$14,918</p> <p>Supervisors – First Time Mothers and Their Babies Group 2 staff X \$25 / week X 6 weeks X 2 sessions / year = \$600</p> <p>Supervisors- Special Events 2 staff X 4 events X 6 hours X \$12 / hour = \$576</p> <p>\$16,094 Administrative & Supervisors Salaries + \$28,985 Cash Match = \$45,079</p>	\$45,079
300	<p>Purchased Professional / Technical Services</p> <p>Fairfield Counseling Services \$6000</p> <p>CT Youth Services Association Annual Dues \$225</p>	\$6,225
600	Supplies	\$6,666

WASTEWATER TREATMENT PLANT HARDENING

PROJECT COST \$3,088,000

Town share	(12.5% cost share)	\$ 386,000
WPCA share	(12.5% cost share)	\$ 386,000

1. BACKGROUND - The Fairfield Wastewater Treatment Plant (WWTP) is a 9.0 MGD plant located near the coast of Long Island Sound in the southerly end of Fairfield. Located directly adjacent to the WWTP are critical facilities such as the Fairfield County Fire Training Center (currently undergoing substantial State funded upgrades), the Fairfield Animal control Shelter and the Conservation Departments Workshop/maintenance facility. During Superstorm Sandy, portions of the WWTP and surrounding facilities were submerged in up to two feet of water due to the coastal storm surge from Long Island Sound. The WWTP did not treat influent at full levels for more than one week and exceeded required discharge limits due to the flooding and damage caused by Superstorm Sandy. The location of this facility lies within a FEMA defined Special Flood Hazard Area subject to inundation by the 1% annual chance flood and is in the AE Zone with a Base Flood elevation of 13 NAVD88. Post-flood maintenance costs exceeded \$55,000. Had the storm surge from Superstorm Sandy gone any higher, the south side of the WWTP would have been fully submerged. The 1% annual chance flood event, as defined by FEMA would inundate the entire WWTP. This would result in damage to the entire sewer system pump station, influent building, Administration building, transformers, electric, mechanical systems, UV systems and plant infrastructure, causing an estimate \$35,000,000 in damages.
2. PURPOSE - The proposed project is to construct an earthen berm and storm water pump station to protect the Fairfield WWTP and other critical facilities in this area from future flood events. This facility needs to be protected from storm surges to properly convey and treat wastewater. Without proper protection, there is a risk of sanitary sewer overflows and non-treatment. In addition, flood protection would enable installation of a microgrid to provide greater level of storm resiliency by eliminating dependence on outside power during major storm events.
3. DESCRIPTION OF PROPOSAL - An earthen berm or flood wall will be constructed around the WWTP (in its entirety), the Animal Control Facility, the Fire Training Center and the Conservation Department Workshop. A storm water pump will be installed within the dike system to remove storm water that accumulates within the berm.
4. RELIABILITY OF COST ESTIMATE - Reliability is an 8 based on a scale of 1 to 10.
5. INCREASED EFFICIENCY AND PRODUCTION - WWTP will be operational during extreme weather events.

6. ADDITIONAL LONG RANGE COSTS - Pump station will need periodic maintenance of pumps, dependent on frequency of use.
7. ADDITIONAL USE OR DEMAND – None.
8. ALTERNATIVES TO THIS REQUEST - None
9. SAFETY- Knowledge that wastewater will be fully treated as designed prior to discharge to LI Sound maintaining a safe environment.
10. ENVIRONMENTAL CONSIDERATIONS – Environment will not be adversely affected due to untreated effluent reaching the waters of LI Sound.
11. INSURANCE - Plant is insured.
12. FINANCING – Total Project Cost = \$3,088,000
State of CT CDBG-DR: 75% cost share \$2,316,000
Town share 12.5% cost share \$ 386,000
WPCA share 12.5% cost share \$ 386,000
13. OTHER CONSIDERATIONS - If not approved, State of CT CDBG-DR grant for Microgrid will be compromised.
14. APPROVALS - WPCA - May 27, 2015

Board of Selectman - May 28, 2015

Board of Finance June 2, 2015

RTM June 2015

Revised by Joseph Michelangelo 6/5/15 to reflect recent approvals



Influent Pump Building



Influent Pump Building



Screening / Grit Chamber



Aeration Blowers



Aeration Blowers



Influent Pump Station



Administration Building – 20' deep basement w/ Pumps



Storage Garages



Transformer Bank



Sludge Discharge Port



Aerobic Digester 1



Aerobic Digester 2



Digester Pump House



Methanol Tanks



Methanol Tanks



Compost Building Inlet



Compost Building Outlet



Final Clarifiers



UV Disinfectant

A RESOLUTION APPROPRIATING \$3,088,000 FOR THE COSTS ASSOCIATED WITH CONSTRUCTION OF BERM AND PUMPING STATION AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION.

Resolved:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of Three Million Eighty-eight Thousand and 00/100 Dollars (\$3,088,000) for the costs associated with the construction of a berm and pumping station to protect the Fairfield Wastewater Treatment Plant, the Animal Control Facility, the Fire Training Center and the Conservation Department Workshop (the "Project").
2. To finance such appropriation and in lieu of a tax therefor, and as recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield may borrow a sum not to exceed Three Million Eighty-eight Thousand and 00/100 Dollars (\$3,088,000) and issue its general obligation bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town.
3. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The First Selectman and Treasurer or Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
6. 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 years from the date of issue and the last installment to mature not later than twenty (20) years from the date of issuance or as otherwise provided by statute. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
7. 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.

8. 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.
9. The First Selectman, Director of Finance and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
10. 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.
11. The First Selectman is authorized to accept on behalf of the Town any grant to fund the Project. The First Selectman and other Town officials are authorized to seek grants and other contributions for the costs of the Project. Any such grants or contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolutions and shall reduce the amount of the Bonds that can be issued pursuant to this Resolution. If such grants and contributions are received after the issuance of the Bonds, they shall be applied to pay the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax exempt status of the Bonds.



Town of Fairfield

Fairfield, Connecticut 06824

Stanton H. Lesser
Town Attorney

April 28, 2015

Hon. Michael C. Tetreau
First Selectman
Town of Fairfield
Sullivan Independence Hall
Fairfield, CT 06824

RE: What entity pays for construction at Sewage Treatment Facility

Dear Mr. Tetreau:

You have asked me to review the statutory, charter and ordinance provisions as they pertain to the Water Pollution Control Authority ("WPCA").

More specifically, you have informed me that the Town of Fairfield ("Town") is going to receive a CDBG grant which will be used to construct a berm around the sewage treatment facility which will "harden" the facility and prevent the facility from becoming flooded during significant storms. You have further informed me that the Town will be required to pay a portion of the cost of constructing this berm. You have asked me whether the WPCA is responsible for the payment of this sum, or whether it is the responsibility of the Town as a whole.

Legal Authority for Water Pollution Control Authority

Connecticut General Statutes §7-246 provides: "Any municipality may, by ordinance ... create a new board or commission to be designated, as the water pollution control authority for such municipality" Fairfield has created the WPCA pursuant to §10.13 of our Town Charter.

CGS §7-247 provides that "Any municipality by its water pollution control authority may acquire, construct and operate a sewerage system or systems..." CGS §7-245 provides that "'construct a sewerage system' means to acquire land, easements, rights-of-way or any other real or personal property or any interest therein, plan, construct, reconstruct, equip, extend and enlarge all or any part of a sewerage system"

April 28, 2015
Hon. Michael C. Tetreau
First Selectman
Page Two

Our Charter provides that the WPCA shall have the power to (1) plan, lay out acquire, construct, reconstruct, equip, repair, maintain, supervise and manage, and, through the Department of Public Works, operate a sewerage system. Fairfield Town Charter, §10.13. C. (1)

It is interesting to note that CGS§7-247 provides that it is the **municipality**, by its water pollution control authority, that acquires, constructs and operates the sewerage system. A WPCA has been held to be a quasi-municipal corporation created pursuant to statute that may exercise the power to “acquire, construct, maintain, supervise, manage and operate a sewer

system and perform any act pertinent to the collection, transportation and disposal of sewage.” **Forest Walk, LLC v. Water Pollution Control Authority**, 291 Conn. 271, 282 (2009)

Is the WPCA or the Town as a whole responsible to pay the portion of the cost of the Berm not covered by the grant?

The water pollution control authority may establish and revise fair and reasonable charges for connection with and for the use of a sewerage system. CGS §7-255 (a). See also Town Charter §10.13. C. (4)

At any time after a municipality, by its water pollution control authority, has acquired or constructed, a sewerage system or portion thereof, the water pollution control authority may levy benefit assessments upon the lands and buildings in the municipality which, in its judgment, are especially benefited thereby, CGS § 7-249 Town Charter §10.13. C. (3)

“Whenever a **municipality** has authorized the acquisition or construction of all or any part of a sewerage system ..., and has made an appropriation or has incurred debt therefor ...it may issue bonds, notes or other obligations which are secured as to both principal and interest by (a) the full faith and credit of the municipality, (b) a pledge of revenues to be derived from sewerage system use charges or (c) a pledge of revenues to be derived from sewerage system connection or use charges or benefit assessments or both and also by the full faith and credit of the municipality. Any such pledge of revenues shall be valid and binding from the time the pledge is made.” CGS§ 7-259

§7-259 gives a **municipality** the option to issue bonds to finance the construction (as more particularly defined in CGS §7-245) of all or any part of a sewerage system. Further, the municipality has the option of securing both the principal and interest of the obligations it issues by either the full faith and credit of the municipality, the revenues derived from sewerage system use charges or a combination of revenues derived from connection or use charges or benefit assessments or both and also the full faith and credit of the municipality.

It is clear that this option belongs to the municipality, not the WPCA. This interpretation is confirmed by the provision of CGS §7-256, which provides:

April 28, 2015
Hon. Michael C. Tetreau
First Selectman
Page Three

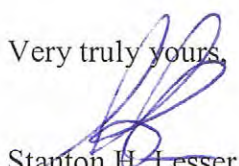
“Whenever a **municipality** has pledged revenue to be derived from charges for connection with or for the use of a sewerage system to the payment of the principal or the interest of any bonds or notes, the water pollution control authority **shall** establish and, when necessary, revise such charges at rates which shall produce sufficient revenue for the punctual payment of the annual interest and amortization requirements of such bonds or notes and, together with any moneys available from other sources, for the fulfillment of any covenant or agreement which has been made by the municipality with the holders of any bonds or notes with respect to the operation of such sewerage system.”

This statute **mandates** that when a municipality pledges sewer use revenue to secure bonds the WPCA must pay the principal and interest from use charges, even if it has to adjust the rates to cover these sums. It is also clear that it is the municipality which makes the covenant or agreement with the bond or note holders.

It is therefore the opinion of the undersigned that if the berm to be constructed in this case is deemed to fall under the definition of “construct” set forth in the statutes, or the provisions of Fairfield Town Charter, §10.13. C. (1), then the town has the option of issuing bonds which would require the repayment of principal and interest from WPCA use charges. If the town decides to issue bonds, the opinion of bond counsel approving the bonds will, of course, be required.

If you have any further questions regarding this matter, please feel free to contact me.

Very truly yours,



Stanton H. Lesser
Town Attorney

MICROGRIDS PURPOSE

1. To maximize reliability of critical infrastructure during power outages
 - Facilities must be adjacent:
 - WPCF
 - Fire Training
 - Animal Shelter
 - Conservation Garage

MICROGRIDS PURPOSE

2. To maximize reliability if one of the critical facilities power fails when the grid is up
3. To minimize air emissions by maximizing the use of green technology

MICROGRID COMPONENTS

- Engineering and design
- Infrastructure
 - Distribution components
 - Wires
 - Switchgear
 - Transformers
 - Interconnection with UI
 - Isolation equipment

MICROGRID COMPONENTS

- Emergency generator conversion
 - Must be upgraded to a full-time, continuous operations generator
 - Includes a cooling system to prevent overheating
 - Quick start capability---UPS
 - Fuel switch from diesel to natural gas

MICROGRID COMPONENTS

- Automatic control system
 - Must be made compatible to existing control systems (WPCF system)
 - Between 10 buildings (7 at WPCF)
 - Between generator sources (5 PV systems, 1 microturbine and 1 prime generator)
 - Between utility and buildings (UI poles and 4 buildings)

MICROGRID OPERATION WHEN GRID IS UP

- Tracks energy from all sources
- Predicts the load profile for each building for every hour of the day
- Dispenses the greenest and most economic electricity where needed
- Reduces dependency on the grid

MICROGRID OPERATION WHEN GRID IS UP

- Analyzes:
 - Building usage
 - Weather forecasting
 - Demand shifts
 - Energy market pricing
 - On a cloud based platform

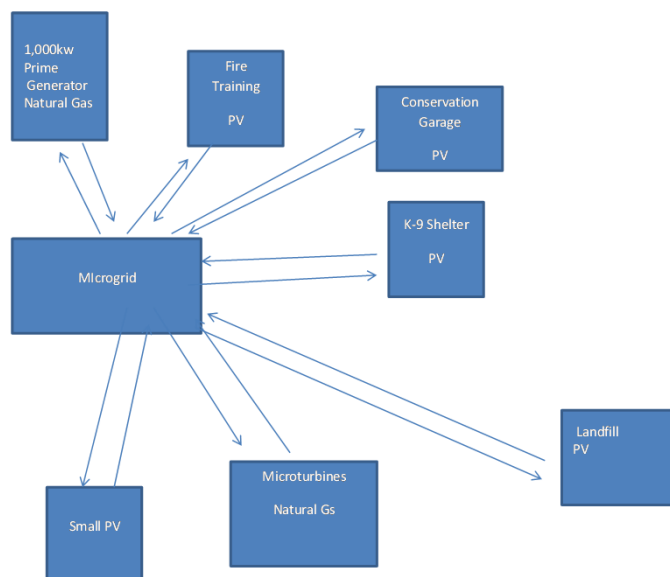
MICROGRID OPERATION WHEN GRID IS UP

- Maximizes financial benefits
- While maintaining human comfort and productivity
- And it can be manually overridden

MICROGRID OPERATION WHEN GRID IS DOWN—ISLAND MODE

- Provides 100% of power needs to all 4 buildings for 30 days or more
 - Activates the 1000kw natural gas continuous operations generator
 - Shuts down non essential electric use
 - Shuts down the 1000kw PV
 - Assures no back up into UI system

MICROGRID SCHEMATA





Town of Fairfield

Sullivan Independence Hall
725 Old Post Road
Fairfield, Connecticut 06824

Public Works Administration

TEL: (203) 256 - 3010

FAX: (203) 256 - 3080

To: BOS / WPCA

From: Joseph Michelangelo, P.E. Director of Public Works

Re: CDBG-DR WPCF Microgrid Projects

Date: April 20, 2015

On December 19, 2014, the Town of Fairfield was awarded the above referenced project as part of the Community Development Block Grant – Disaster Relief program (CDBG-DR). These funds were made available as a result of Storm Sandy. These are Federal Housing and Urban Development Funds, administered by the Connecticut Department of Housing.

<u>WPCF (Wastewater Treatment Plant) Microgrid Project</u>	<u>\$2,500,000</u>
---	---------------------------

Install wiring and connections to enable facilities to use off-grid electricity for max 30 days

Plant Harding Project must be implemented in conjunction with this Microgrid Project

Also connects Fire Training Center, Animal Shelter, Conservation Garage to off grid network

100% of the costs reimbursed

\$2,500,000 grant with no local match required

Action required:

Acceptance of grant

Appropriation of \$2,500,000

Water Pollution control Microgrid

Project Cost \$2,500,000

Town Share- None

1. **BACKGROUND**

The existing on-site generation equipment at the Wastewater Treatment Facility consists of three separate back-up generators, a small PV generator and a grid-connected microturbine facility that currently cannot operate independent of the electric grid. During periods of power outages these facilities serve only the wastewater treatment facility and operate independent of each other. Three additional critical facilities are not serviced by back-up generators. A new 1300kw PV system will be installed to provide additional generation capacity during normal grid operations. Microgrid equipment will also be installed that will tie all four of the facilities together electrically during grid outage, sharing the output from all backup generators and grid-connected distributed generation resources.

2. **PURPOSE** This project will consist of installation of microgrid equipment at four existing critical facilities for the purpose of storm hardening and operability during extended electrical grid outage. This project will improve the usefulness of the existing equipment by making it available during grid outage and by interconnecting them to provide redundancy. The microgrid equipment will tie all four of the facilities together electrically during grid outage, so that they may operate in "island mode" and share the output from back-up generator and grid-connected distributed generation resources. This project will improve the usefulness of the existing equipment by making it available during grid outage and by interconnecting them so that they become redundant to each other. This project is justified as these critical facilities, most importantly the Wastewater Treatment Plant as well as the Fire Training Center Conservation Workshop and Animal Control Facility will be able operational during periods of power outages. A grant in the amount of \$2,500,000 (100% reimbursable) has been awarded from Department of Housing to the Town of Fairfield for the purpose of providing this microgrid.

3. **DETAILED DESCRIPTION OF PROPOSAL-** . The generation equipment will be tied together to provide redundancy and the ability to provide generation capacity for the other three critical facilities. Installation of electrical infrastructure consisting of new conductors, transformers and control software. This infrastructure will tie all four critical facilities together during grid outages into a single microgrid. The microgrid will have the ability to island during times of grid outage so that the operation of the critical facilities can continue during storms and their aftermath.

4. **RELIABILITY OF COST ESTIMATE** - On a scale of 1 to 10 the cost estimate is an 8. Costs have been estimated by independent electrical energy consultant used during preparation of original grant application.

5. **INCREASED EFFICIENCY AND PRODUCTIVITY** - This project will enable four critical facilities, most importantly the Wastewater Treatment Facility to operate efficiently (by adding generation capacity during normal grid operations) and to remain productive and functional during periods of power outages.

6. **ADDITIONAL LONG-RANGE COSTS** - Maintenance/replacement of generation equipment and switches can be considered long range costs, as well as upgrades to computer software.

7. ADDITIONAL USE OR DEMAND – Other town owned facilities can be added to microgrid in future, provided additional savings on electricity costs.
8. ALTERNATIVES TO THIS REQUEST - Do nothing, the Town will lose 100% funding of a \$2,5 million grant. In addition the WWTP would not have the ability to operate during periods of extended power outages.
9. SAFETY – This project will provide the ability of the four critical facilities to remain operational during storms and aftermath and will enable the WWTP to provide proper treatment of wastewater.
10. ENVIRONMENTAL CONSIDERATIONS – This project will provide a means for the WWTP to remain operational during storm events and to provide the hardening needed to avoid an environmental nightmare should large volumes of untreated sewage enter the waters of Long Island Sound. In addition, the fuels used to operate the generators such as the bio-gas is a waste product of the WWTP and rather than being discharged into the environment will be used to fuel the generators, thereby reducing the need for grid supplied power.
11. INSURANCE - All equipment will be covered by the Town's insurance.
12. FINANCING - PROJECT COST - \$2,500,000, 100% funded through a State of Connecticut Department of Housing Community Development Block Grant – Disaster Recovery. No town share.
13. OTHER CONSIDERATIONS – None
14. APPROVALS -

Board of Selectman	April 22, 2015
Board of Finance	May 2015
RTM	May 2015



Dannel P. Malloy
Governor

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Evonne M. Klein
Commissioner

Ms. Katie Dykes
Deputy Commissioner
DEEP
79 Elm Street
Hartford, CT 06106

Mr. Joseph Michelangelo, P.E.
Director of Public Works
Town of Fairfield
725 Old Post Rd
Fairfield, CT 06825

**Re: Fairfield - Water Pollution Control Microgrid
CDBG-DR Infrastructure Repair**

Dear Deputy Commissioner Dykes & Mr. Michelangelo:

The Department of Housing (DOH) has reviewed DEEP's request to transfer the award and the role of grantee from DEEP to the town of Fairfield for the CDBG-DR financial assistance in the amount of \$2,500,000 for the installation of a microgrid at the Fairfield WWTP. DOH has decided that the transfer is allowable and it will streamline the State's effort in spending down the federal grant funds. Effectively, all of HUD's compliance requirements will transfer from DEEP to the town of Fairfield and DOH will remain as the responsible entity.

Additionally, this letter provides an outline of certain basic provisions and conditions the town of Fairfield must adhere to if funding were to be approved. **This letter is not a contract.** The State shall not be bound until an Assistance Agreement has been fully executed in accordance with all applicable Federal, State and Local Laws.

Conditions of CDBG-DR assistance includes:

1. Compliance with the National Environmental Policy Act (NEPA) including completion of the Statutory Checklist, Environmental Assessment Checklist and the Environmental Review Record.
2. HUD's written approval of the Release of Funds upon completion of NEPA requirements. Be advised, DOH is prohibited from incurring any hard costs, or entering into contracts prior to HUD's written approval of DOH's Request for Release of Funds (24 CFR Part 58, Section 58.22(a)).
3. Execution of the Assistance Agreement and supporting documents required for grant award.
4. **A Grant in the amount of \$2,500,000 from Tranche 2 may be secured upon execution of an assistance agreement and satisfaction of the above conditions.**

Thank you for your interest in the CBBG-DR Program. If you have any questions about this letter, please contact John Rosenthal, Economic and Community Development Agent, at 860-270-8173.

Sincerely,

Evonne M. Klein
Commissioner

A RESOLUTION APPROPRIATING \$2,500,000 FOR THE COSTS ASSOCIATED WITH INSTALLATION OF MICROGRID AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION.

Resolved:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000) for the costs associated with the installation of Microgrid, including generation equipment, conductors, transformers and control software servicing the Fairfield Wastewater Treatment Plant, Fire Training Center, Conservation Department Workshop and Animal Control Facility, which Microgrid will be operational during periods of the power outages (the "Project").
2. To finance such appropriation and in lieu of a tax therefor, and as recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield may borrow a sum not to exceed Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000) and issue its general obligation bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town.
3. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time

limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The First Selectman and Treasurer or Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
6. 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 years from the date of issue and the last installment to mature not later than twenty (20) years from the date of issuance or as otherwise provided by statute. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
7. 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.

8. 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.
9. The First Selectman, Director of Finance and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
10. 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.
11. The First Selectman is authorized to accept on behalf of the Town any grant to fund the Project. The First Selectman and other Town officials are authorized to seek grants and other contributions for the costs of the Project. Any such grants or contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolutions and shall reduce the amount of the Bonds that can be issued pursuant to this Resolution. If such grants and contributions are received after the issuance of the Bonds, they shall be applied to pay the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax exempt status of the Bonds.



MEMO

***TOWN OF FAIRFIELD
PLAN & ZONING DEPARTMENT
SULLIVAN INDEPENDENCE HALL
725 OLD POST ROAD
FAIRFIELD, CT 06824
PHONE (203) 256-3050, FAX (203) 256-3080***

DATE: May 28, 2015

TO: Michael Tetreau, First Selectman

FROM: Dolores Sansonetti, Clerk *D. S.*

SUBJECT: 908 Fairfield Beach Road

On Tuesday, May 26, 2015 the Town Plan and Zoning Commission recommended favorably, the proposed Town acquisition of the above captioned property. This action was taken pursuant to Section 8-24 of the CT General Statutes.

RECEIVED

MAY 29 2015

FIRST SELECTMAN'S OFFICE

Date: April 21, 2015
To: Board of Selectmen
From: Tom Dubrosky, Chief of Staff
Re: Fourteen Points – 908 Fairfield Beach Road Purchase

Purchase of 908 Fairfield Beach Road

1. **Background** – 908 Fairfield Beach Road is a vacant, long narrow 2.01 acre property. It extends from Fairfield Beach Road back to the creek. The acreage is 80% tidal wetlands, 10% inland wetlands and 10% upland. The property is owned one third by the Town of Fairfield (received as an open space gift from the estate of James H. Hunter, Jr. in 2005) and two thirds by James Atkins and Margaret McKenzie of California.

In June 2014, Atkins and McKenzie expressed their desire to the First Selectman to sell their two thirds' interest in the property, leaving the Town with the option of buying the parties out or joining in the sale process.

The Conservation Department reviewed the property and recommended the purchase of the non-gifted acreage as it is of considerable value to the Town for various conservation benefits as well as access to the Pine Creek saltmarsh from Fairfield Beach Road where no Town access exists today. Both the Land Acquisition Commission and the Conservation Commission have unanimously approved the purchase.

The appraised value of the property as of November 2014 is \$400,000. According to the attorney for the sellers, the Huntington Company determined the property is a buildable lot. A purchase price of \$268,000 was negotiated with the owners which represents their two thirds interest.

2. **Purpose and Justification** – Most importantly, acquisition of the property at 908 Fairfield Beach Road would provide the Town with access to the Town saltmarsh north of Fairfield Beach Road where no Town access currently exists. Additionally, the land is of considerable value to the Town for flood control benefits, marsh fire prevention, marsh restoration, mosquito control, flood water storage and as a debris collection point.
3. **Description of Proposal** – The Town of Fairfield is one third owner of the property at 908 Fairfield Beach Road. The Town would purchase the remaining two third's interest in the property for \$268,000.

4. **Reliability of Cost Estimate** – On a scale of 0 to 10, the reliability of the estimate is a 9. The purchase price has already been negotiated.
5. **Increased Efficiency or Productivity** – Having direct access to the saltmarsh and creek would greatly increase the timeliness, efficiency and ease of a variety of conservation-related activities including marsh restoration, flood control, mosquito control, fire control and hurricane damage debris cleanup.
6. **Additional Long Range Costs** – Conservation Department/Open Space Manager will be responsible for oversight and maintenance
7. **Additional Use or Demand on Existing Facilities** – Not Applicable
8. **Alternatives to this Request** – The property would be sold and the Town would receive one third of the sale price less pro-rated expenses.
9. **Safety and Loss Control** – Not Applicable
10. **Environmental Considerations** – The parcel was mapped for soils by William Kenny Associates and surveyed-in by the Huntington Company. As an approximation for a 'Phase I' due diligence review, the Conservation Director dug five or six observation holes throughout the parcel and found no indication (by visual inspection, odor, materials, etc.) of any suspect materials that may contain pollutants or contaminants. The soil materials were composed of dumped clean dirt and stone fill, plus beach sand from storm overwash. There were normal accumulations of household and yard trash and debris, but nothing untoward. In past reviews of parcels pending Town acquisition, the Conservation Director occasionally recommended soil testing but found no indication for the need to do so on this parcel. It is the opinion of the Conservation Director that the parcel is clean and uncontaminated.
11. **Insurance** – Covered by Town risk management as all other open space
12. **Financing** – The proposal is to purchase the property for \$268,000. It is proposed to use funds from the H. Smith Richardson Conservation Trust Fund. The use of these funds requires approval of the Board of Selectmen and the Board of Finance. In the event such approval is not obtained, the town shall authorize 20-year bonds for \$275,000, the additional \$7000 to be used for property-transfer related costs such as legal fees, banking fees, title insurance, title search, one third appraisal fees and one third survey fees.
13. **Other Considerations** - None
14. **Other Approvals** – The acquisition has been unanimously approved by the Land Acquisition Commission (January 22, 2015) and the Conservation Commission (April 16, 2015). In addition to Board of Selectmen approval, the acquisition also requires Board of Finance approval (for either use of the Trust Funds, or bonding) and Representative Town Meeting approval (for the

purchase, in accordance with Article 35 of the Town Code, and for bonding, if trust funds are not used). The Town Plan and Zoning Commission must issue a report to the RTM prior to the RTM's vote. The acquisition process does not require Town Plan and Zoning Commission (TPZ) approval, only that the TPZ issues a report for the RTM to review.

Supporting Documents

- a. Real Estate Sales Agreement
- b. Bond Resolution
- c. Letter from Conservation Director
- d. Vision Appraisal Card
- e. Email from Land Acquisition Commission Chair regarding Land Acquisition Commission approval on January 22, 2015
- f. Email from Conservation Commission chair regarding Conservation Commission approval on April 16, 2015
- g. Email from Jim Wendt confirming property meets minimum lot area requirements
- h. November 16 2014 Appraisal by Karen Fox
- i. Map
- j. H. Smith Richardson Conservation Fund Trust Document

THE GREATER BRIDGEPORT BAR ASSOCIATION, INC.
STANDARD FORM RESIDENTIAL REAL ESTATE SALES AGREEMENT
APPROVED AS OF NOVEMBER 10, 2009

AGREEMENT made as of the _____ day of March, 2015 BETWEEN **Margaret H. Mackenzie, Kenneth I. Mackenzie and Margaret Mackenzie Prior, Co-Trustees of The Mackenzie Family Trust dated July 30, 1993** with an address of 5450 Vista del Arroyo Drive, La Crescenta, California and **James Y. Atkins acting herein by Jeanne Cocchiarella, his attorney-in-fact** of 137 Governors Hill Road, Oxford, Connecticut (collectively, hereinafter referred to as the SELLER, whether one or more), and the **Town of Fairfield**, a Connecticut municipality (hereinafter referred to as the BUYER, whether one or more),

WITNESSETH:

1. **PROPERTY.** The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the BUYER hereby agrees to purchase the real property commonly known as 0 Fairfield Beach Road, Fairfield, Connecticut and specifically described in Schedule A attached hereto (the "Premises") subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(e) and Schedule A (legal description and exceptions, if any) attached hereto.
2. **CONSIDERATION.** The purchase price is TWO HUNDRED SIXTY-EIGHT THOUSAND and 00/100 DOLLARS (\$268,000.00), which the BUYER agrees to pay as follows:

Upon the delivery of the deed, by certified check or official bank check drawn on a bank which is a member of the New York Clearing House, or wire transfer the proceeds of which are immediately available to SELLER (this amount may vary depending on adjustments pursuant to this Agreement);

\$ 268,000.00

TOTAL: \$ 268,000.00

Any deposit made hereunder shall be paid to the SELLER's attorney who shall hold the same in escrow subject to the terms and conditions hereof and release same to SELLER at the time of closing or to the party entitled thereto upon sooner termination of this Agreement. Any other deposits held by other parties shall immediately be forwarded to SELLER's attorney to be held under the same conditions. Prior to any release of the funds to either party for any reason other than a closing, SELLER's attorney shall provide not less than seven (7) days' notice to both parties. If there is a dispute as to the deposit the SELLER's attorney may pay the deposit into court by interpleader or other appropriate action whereupon the SELLER's attorney shall be relieved of all further obligation.

Mortgage company checks or similar holding company checks, unless certified, DO NOT represent immediate funds and will not be accepted at the time of closing. Trustee checks are NOT satisfactory funds for any payment required by this Agreement at the time of closing. In the event SELLER or his attorney accepts BUYER's attorney's trustee check in lieu of other funds, BUYER agrees that no stop payment order or direction will be issued with respect to such check(s). This provision shall survive the closing.

BUYER's attorney shall tender to SELLER separate cashier's check(s), bank treasurer certified check(s) or wire transfer(s), at SELLER's discretion, for payoff of SELLER'S mortgage obligation(s), if any, in accordance with the GBBA Real Estate Closing Customs; the balance of funds due to be paid at closing in accordance with Paragraph 2d of the Agreement.

3. **DEED.** The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, the usual Connecticut full covenant Warranty Deed (or appropriate Fiduciary's Deed) in proper form, to convey to the BUYER, or BUYER's permitted assigns, the fee simple of the Premises, free of all encumbrances except as aforesaid. **The SELLER shall complete and deliver to the BUYER the conveyance tax forms indicating that this transaction is exempt from the payment of conveyance taxes.**

4. **CLOSING.** The deed shall be delivered at the offices of the SELLER's attorney, provided said office is in Fairfield County Connecticut, on the tenth (10th) business day subsequent to the BUYER's obtaining all the Approvals (hereinafter defined), but in no event later than September 1, 2015, or sooner by mutual agreement of the parties hereto.

5. **FIXTURES. Intentionally omitted – vacant land.**

6. **TITLE.**

a. If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) days, or such shorter time as may be within the term of the BUYER's mortgage commitment, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER may elect to accept such title as the SELLER can convey, without modification of the purchase price, or may reject such title. Upon such rejection, all sums paid on account hereof, together with any expenses actually incurred by the BUYER, which expenses, however, shall be limited in the aggregate so as not to exceed the gross premium cost of fee title insurance based on the amount of the purchase price, for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fees, shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder.

b. The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. Any and all defects in or encumbrances against the title, which come within the scope of said Title Standards, shall not constitute valid objections on the part of the BUYER, if such Standards do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Standards, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut.

c. **NO VIOLATIONS: Intentionally omitted – BUYER is currently a part owner.**

d. **RELEASE OF MORTGAGES:** Notwithstanding anything to the contrary contained in this Agreement or any riders attached hereto, in the event SELLER's title is encumbered by mortgage lien(s) for which SELLER'S attorney is unable to deliver release(s) of mortgage(s) at closing, the parties shall close the transaction, provided that the following procedure is followed with respect to each mortgage lien: (a) the SELLER's attorney shall provide to the BUYER's attorney the following documents at the time of closing: SELLER's indemnification letter in the form provided by the Greater Bridgeport Bar Association Closing Customs, copy of mortgage payoff statement provided by the mortgagee, mortgage payoff transmittal letter issued by the SELLER's attorney in the form provided by the Greater Bridgeport Bar Association Closing Customs, and a copy of the overnight airbill for transmittal; (b) the SELLER's attorney, upon receiving the release of mortgage from the mortgagee, shall send it, with payment for the recording fee, to the BUYER's attorney who shall then record the release of mortgage; (c) if SELLER has not obtained such release within sixty (60) days after closing, the SELLER's attorney and BUYER's attorney shall take all necessary steps towards compliance with the Section 49-8a of the Connecticut General Statutes for the purpose of filing a statutory affidavit in lieu of release of mortgage should such filing become necessary; (d) with respect to an equity line of credit, in addition to the aforesaid requirements, the SELLER's attorney shall notify the lender to terminate all future borrowing rights as the time at which the payoff statement is requested, a copy of this notification shall be provided to BUYER at closing; (e) in the event BUYER's title insurance company will not issue a fee policy at no additional premium taking no exception for said mortgage or mortgages, or which provides affirmative coverage against lost or damage by reason of said unreleased mortgage or mortgages, BUYER shall not be obligated to proceed to closing; and (f) the provisions of this paragraph 6(d) shall survive the closing.

e. **EXCEPTIONS TO TITLE:** The Premises will be conveyed to and accepted by the BUYER subject to:

- i. Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.
 - ii. Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.
 - iii. Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).
 - iv. Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.
 - v. Unless otherwise specifically agreed between the parties in writing, any municipal assessment and/or lien other than taxes shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.
 - vi. Such other encumbrances as of record appear.
7. **LIEN.** All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 6 or 11 hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.
8. **CONDITION OF PREMISES [THIS AGREEMENT IS NOT SUBJECT TO ANY INSPECTION CONTINGENCIES].** The BUYER agrees that the BUYER has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in the condition that it was in at the time that all the BUYER's inspections were completed, on an "as is" basis, reasonable wear and tear excepted. Neither SELLER nor SELLER's agents have made any representations or warranties as to said Premises on which BUYER has relied other than as expressly set forth in this Agreement. The SELLER agrees that the condition of the Premises shall be the same on the date of closing of title as of the date that all the BUYER's inspections were completed, reasonable wear and tear excepted.
9. **BROKER(S).** The parties hereto agree that there was NO BROKER who negotiated the sale of the Premises. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no broker or agent brought the Premises to the BUYER's attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no broker or agent has any exclusive sale or exclusive agency listing on the Premises. The BUYER hereby agrees to indemnify and hold harmless the SELLER against any liability by reason of the claim of any broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, SELLER shall promptly notify BUYER, and BUYER shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.
10. **APPORTIONMENT.** Real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, shall be apportioned over the fiscal period for which levied. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing. The preceding sentence shall survive the closing. **At the Closing BUYER agrees to reimburse SELLER for BUYER's one-third (1/3) contribution towards the costs in the**

amount of \$1,600.00 paid by SELLER for a survey and appraisal of the Premises.

11. RISK OF LOSS. Intentionally partially omitted – vacant land.

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes.

12. AFFIDAVITS. The SELLER agrees to execute, at the time of closing of title, an affidavit,

- a. Verifying the non-existence of mechanics' and materialmen's lien rights,
- b. Verifying the non-existence of any tenants' rights, other than as set forth herein,
- c. Verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises,
- d. Updating to the extent of SELLER's knowledge, any available survey, and
- e. Affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445; together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's knowledge.

13. MAINTENANCE. Intentionally omitted – vacant land.

14. DELIVERY OF PREMISES. The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein). BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

15. LIABILITY FOR DELAYED CLOSING. In the event of a delay in closing as set forth herein, other than as provided for under the provisions of this Agreement, through no fault of the SELLER, beyond ten (10) business days, then the BUYER will reimburse the SELLER from the eleventh (11th) business day to the day of actual closing of title for the SELLER's carrying costs of said property, including taxes, mortgage interest, utilities and per diem interest on SELLER's equity in the Premises, which amount shall be calculated at the rate of 1/30th of 1% of the purchase price for each day of delay up to the actual date of closing. Further, in the event of a delay in the closing by more than five (5) business days, through no fault of the BUYER, SELLER shall reimburse the BUYER for carrying costs for temporary housing, temporary storage of personal property, living expenses and other miscellaneous expenses at the same per diem rate of 1/30th of 1% of the purchase price for each day of delay from the eleventh (11th) business day to the day of actual closing up to the actual date of closing. [For example, the per diem cost of a \$450,000 transaction would be \$150 per day.]

16. DEFAULT. If BUYER is in default hereunder, or, on or before the date of closing as set forth herein, indicates that BUYER is unable or unwilling to perform and SELLER stands ready to perform SELLER's obligations, SELLER's sole remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney and retain the down payment as reasonable liquidated damages for BUYER's inability or unwillingness to perform. It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute buyer; additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance. In such event and upon SELLER's written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement. If SELLER defaults hereunder, BUYER shall have such remedies as BUYER shall be entitled to at law or in equity, including, but not limited to, specific performance. However, failure to comply by the SELLER as a result of encumbrances or defects in title shall be governed by the provisions of Paragraph 6 of this Agreement and failure to comply as a result of risk of loss shall be governed by Paragraph 11 of this Agreement.

The foregoing notwithstanding, a delay in the closing occasioned by the SELLER, which results in either the loss of the BUYER's mortgage commitment or an adverse change in the terms of such commitment shall entitle BUYER to rescind this Agreement and the SELLER shall forthwith refund all sums heretofore paid by the BUYER on account of the purchase price, whereupon all rights and liabilities of the parties hereto by reason of this

Agreement shall terminate.

In no event shall the closing, or any extension thereof, take place later than four (4) weeks from the date of closing set forth in Paragraph 4 hereof, subject to the provisions of Paragraphs 6 and 11 of this Agreement. In the event closing has not taken place by the end of said four (4) week period, through no fault of the non-delaying party, the delaying party shall be deemed in default.

17. **MORTGAGE CONTINGENCY. Intentionally omitted.**
18. **PROPERTY CONDITION DISCLOSURE FORM. Intentionally omitted- vacant land.**
19. **LEAD-BASED PAINT. Intentionally omitted- vacant land.**
20. **UTILITIES. Intentionally omitted – BUYER is currently a part owner.**
21. **BUILDING PERMITS. Intentionally omitted- vacant land.**
22. **INSULATION AND ASBESTOS. Intentionally omitted- vacant land.**
23. **KNOWLEDGE OF HEARINGS. Intentionally omitted – BUYER is currently a part owner.**
24. **DELIVERY OF DOCUMENTS.** The SELLER shall deliver to the BUYER prior to closing any documents, informational materials and any surveys in the SELLER's possession pertaining to the Premises, the appliances and the systems on the Premises.
25. **BASEMENT AND ROOF. Intentionally omitted- vacant land.**
26. **SEPTIC. Intentionally omitted- vacant land.**
27. **WELL. Intentionally omitted- vacant land.**
28. **UNDERGROUND STORAGE TANKS.** The SELLER represents that there are no above-ground or underground storage tanks on the Premises which leak or have leaked and that any such storage tank(s) are not currently in disrepair and SELLER has no knowledge of any underground storage tank(s), except as disclosed in the Property Condition Disclosure Form attached hereto. The SELLER further represents that the Premises are not contaminated by any oil, petroleum product or hazardous waste which, if known to the state and federal authorities, could result in remedial clean-up work and expense to the BUYER subsequent to the passing of title. In the event that any such Underground Storage Tank(s) (UST) was/were removed and/or abandoned by SELLER, or SELLER has knowledge of any such removal and/or abandonment, then SELLER shall provide to BUYER prior to closing of title any documentary evidence of such removal and/or abandonment, including but not limited to permitting, correspondence, testing data and/or results, disposal manifests, etc. that SELLER may possess. Further, SELLER represents that any such removal was done in accordance with all applicable state/town regulations by a company licensed to engage in the removal or abandonment of USTs, and that if the work was not done in accordance with applicable regulations by a licensed company, the SELLER shall provide BUYER reasonable soil testing and/or other inspections at SELLER's sole cost and expense, as shall be necessary to comply with such regulations.
29. **NON-MATERIAL FACT CONCERNING REAL PROPERTY.** The BUYER hereby advises the SELLER that knowledge of any non-material fact concerning real property, as defined in Connecticut General § 20-329cc *et seq* with regard to the Premises is important to his decision to purchase the Premises. The SELLER represents to BUYER that he has no knowledge of any non-material fact concerning real property, as defined in Connecticut General § 20-329cc *et seq* with regard to the Premises.

30. **NOTICES.** All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to: Notices to the BUYER shall be sent to:

Attorney Samuel T. Rost, Esq.
Green & Gross, P.C.
1087 Broad Street
Bridgeport, CT 06604
Phone: (203) 335-5141
Fax: (203) 367-9964
Email: srost@gglaw.net

Attorney Stanton H. Lesser, Esq.
Fairfield Town Attorney
One Elliot Place
Fairfield, CT 06824
Phone: 203-336-1811
Fax: 203-255-8883
Email: shlfly@aol.com

31. **RIGHT TO WITHDRAW.** This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER's attorney of the full payment of the deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney.
32. **ASSIGNMENT.** This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.
33. **IRS REPORTING COMPLIANCE.** Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.
34. **ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.
35. **REPRESENTATIONS.** Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement or any addenda attached hereto shall survive delivery of the deed and all representations by SELLER are made to the best of SELLER's knowledge and belief.
36. **EFFECT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.
37. **COSTS OF ENFORCEMENT.** Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.
38. **GENDER.** In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.
39. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement; and said counterparts shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party.
40. **ENTIRE AGREEMENT.** All prior understandings, agreements, representations and warranties, oral and written, between Seller and Purchaser are merged in this Agreement. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by

a written instrument signed by both parties.

41. **CAPTIONS.** The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.
42. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not render the remaining terms and provisions invalid or unenforceable.
43. **ALTERATION OF STANDARD FORM.** The Parties agree that unless a provision which is not a part of, or which varies from the Standard Form, is printed in bold typeface of not less than 16 points or handwritten, such provision shall be deemed not to be a part of this Agreement for any purpose, and any provision of the Standard Form that has been eliminated shall be deemed to be a part of this Agreement unless a reference to its deletion in such typeface or handwriting is inserted in its place and is described in a separate cover letter. Addenda, exhibits and riders to this Agreement are not subject to the foregoing requirement of this paragraph.
44. **BANKRUPTCY.** SELLER represents that no SELLER is a "Debtor" in a proceeding presently pending in any Bankruptcy Court. If, between the date of SELLER's execution of the Agreement and the closing of title, a Bankruptcy petition is filed naming a SELLER as a Debtor under any Bankruptcy Code, then this Agreement shall terminate and Buyer shall be entitled to the return of any and all sums paid on account hereof, together with any expenses actually incurred by the BUYER, which expenses, however, shall be limited in the aggregate so as not to exceed the gross premium cost of fee title insurance based on the amount of the purchase price, for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fee, shall be paid to the BUYER without interest thereon. Whereupon, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. This representation shall be deemed material and shall survive the closing of title.
45. **BOUNDARY LINES.** **Intentionally omitted- vacant land.**
46. **NO FURTHER ENCUMBRANCES.** SELLER agrees that he will not further encumber the premises and that he will notify the Buyer immediately of any matters including, but not in limitation of, attachments, liens and any notice zoning matters which may affect the premises during the pendency of this agreement.
47. **RECORD OWNER.** SELLER is record owner in fee simple of a 2/3 interest in the premises being conveyed herein.
48. **ABUTS PUBLIC STREET.** **Intentionally omitted – BUYER is currently a part owner.**
49. **MUNICIPAL ASSESSMENTS.** **Intentionally omitted – BUYER is currently a part owner.**
50. **ELECTRONIC TRANSMISSION.** The parties acknowledge that this Agreement and any addenda or modifications and/or notices due hereunder may be transmitted between or among them by facsimile machine or email, and the parties intend that a faxed document or emailed document containing either the original and/or copies of any or all of the parties' signatures will be binding and of full force and effect.
51. **APPROVALS CONTINGENCY.** The Buyer's obligations hereunder are contingent upon the Buyer's obtaining: i) the

approvals of the purchase from the Board of Selectmen, the Board of Finance, and the RTM, and ii) a favorable report as the result of a referral to the Town Plan and Zoning Commission (collectively, the "Approvals"). The Buyer shall take all necessary actions to obtain said Approvals and shall pursue such Approvals with due diligence. The Seller agrees to cooperate with the Buyer with respect to the Buyer's endeavors to obtain said Approvals. If the Approvals are not granted, then upon such notice thereof to the Seller, this Contract shall become null and void.

52. MONETARY OBLIGATIONS. Any obligation required of the SELLER in order to conform to the provisions or conditions of this Agreement shall be limited to two-thirds (2/3) of any monetary costs to comply with such obligation as the BUYER already owns a one-third (1/3) interest in the Premises.

[Next page is a signature page.]

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.

In the presence of:

_____(L.S.)

_____(L.S.)

_____, SELLER
Margaret H. Mackenzie, Co-Trustee of the Mackenzie
Family Trust dated July 30, 1993

_____(L.S.)

_____(L.S.)

_____, SELLER
Kenneth I. Mackenzie, Co-Trustee of the Mackenzie
Family Trust dated July 30, 1993

_____(L.S.)

_____(L.S.)

_____, SELLER
Margaret Mackenzie Prior, Co-Trustee of the Mackenzie
Family Trust dated July 30, 1993

_____(L.S.)

_____(L.S.)

_____, SELLER
James Y. Atkins, by Jeanne Cocchiarella,
his Attorney-in-Fact

_____(L.S.)

TOWN OF FAIRFIELD

_____(L.S.)

By: _____, BUYER

Title to said Premises is to be taken in the name of The Town of Fairfield.

ATTACHMENTS:

1. Schedule A

- a. Description of Premises
- b. Exceptions to Title [see Paragraph 6(e)(vi)]

Schedule A
Property Description

All that certain parcel of land, containing two acres, more or less, with the appurtenances thereto, located on the northerly side of Fairfield Beach Road in the Town and County of Fairfield, State of Connecticut, and shown as the southerly half, more or less, of the premises delineated on Map No. 662 on file in the office of the Town Clerk of the Town of Fairfield entitled "Title Survey of Property in Fairfield, Connecticut, for Joseph C. Stella" dated August 25, 1932 and certified substantially correct by Fuller & Company, Inc., Engineers, of Bridgeport, Connecticut, said parcel of land being bounded as follows:

SOUTHERLY: by Fairfield Beach Road, 121 feet, more or less;

WESTERLY: in part by land now or formerly of the Estate of George A. McLachlan and in part by land now or formerly of the Town of Fairfield, in all 825 feet, more or less;

NORTHERLY: by a branch of Pine Creek, 120 feet, more or less; and

EASTERLY: by land now or formerly of Rose A. Hippolitus, Elena M. Howard and Mafalda Gigliotti, 935 feet, more or less.

Being the southerly half, more or less, of the premises acquired by the decedent from Joseph C. Stella by warranty deed dated June 20, 1936 and recorded in the Fairfield Land Records in Volume 156, Page 479 and also being the premises shown as Parcel No. 176 on Map No. 184 of the Tax Assessor of the Town of Fairfield.

A RESOLUTION APPROPRIATING \$275,000 FOR THE COSTS ASSOCIATED WITH THE ACQUISITION OF REAL PROPERTY AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION.

Resolved:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of Two Hundred Seventy-five Thousand and 00/100 (\$275,000.00) Dollars for costs associated with the acquisition of a two-thirds undivided interest¹ in a parcel of real property of approximately two acres identified as 908 Fairfield Beach Road, Assessor's Map 184, Lot 185 (the "Project").
2. To finance such appropriation, and as recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield shall borrow a sum not to exceed Two Hundred Seventy-five Thousand and 00/100 (\$275,000.00) Dollars and issue bonds/bond anticipation notes 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 the appropriation for the Projects.
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, including Chapter 748 (Registered Public Obligations Act), Chapter 173 (School Building Projects) and Chapter 109 (Municipal Bond Issues) 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

¹ The remaining one third interest in the property is owned by the Town

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," 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, 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 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 Projects 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 of the financing of any Project, and to take all action necessary and proper in connection therewith.



Town of Fairfield
Conservation Department

To: M. Tetreau, First Selectman
From: T. J. Steinke, Conservation Director
Subject: Recommendation concerning #908 Fairfield Beach Road for Town open space acquisition
Date: September 30, 2014



This property is identified as #908 Fairfield Beach Road, Assessor's Map No. 184 Lot 185. The lot is long (900 ft.) and narrow (121 ft.), 2.01 acres in area and composed of approximately 80% tidal wetlands, 10% inland wetlands and 10% upland. The Assessor lists it as Net Total Appraised Parcel Value of \$121,200 as of July 10, 2014. The property is owned by 1/3rd Town of Fairfield as an open space gift from James H. Hunter, Jr. and 2/3rds by Atkins and McKenzie of California. The California property owners are represented by Mr. Peter Penczer who, from our conversation this week, is now coordinating with the Huntington Company the soil mapping, surveying, and site plans for the property, plus an appraisal as a buildable single family residential lot.

I have inspected the property on the ground and found the extensive tidal wetland of considerable value to the Town for flood control benefits, marsh fire prevention, marsh restoration, mosquito control, flood water storage, a collection point for floatable debris arising from hurricane damage, and an opportunity for achieving Town access to the town saltmarsh north of Fairfield Beach Road where no Town access exists today. This is a valuable lot to the Town for many open space purposes. From my test holes I find that the upland portion of soil is composed of coarse earth fill, a good deal of storm beach overwash sand, some floatable debris, and trash deposited by garbage dumpers. I believe that this is a buildable lot, but will require compliance actions as it is delineated as an inland wetland (Aq) on the official IWWC Maps with the 50-foot setback or upland review area.

This lot is within the FEMA flood zone and is isolated by, and may be expected to be damaged by, flood waters in large coastal storms and hurricanes. Development as a building lot within the coastal flood plain will result in exposing property and residents to potential harm/damage in the future. I have contacted Bruce Smith regarding potential grant funding under the FEMA program, but he is not aware of FEMA funds to prevent development in harm's way -- only to acquire property after it has been damaged by a storm event.

With respect to potential sources, it may prove useful to contact FEMA (Bruce Smith) for a definitive answer; the CTDEEP (Dan Biron) for grants; the NRCS for Emergency Watershed Protection grants; and possibly the Conservation Commissions that may wish to use some of its H. Smith Richardson Conservation Fund Trust funds to leverage the state or federal share.

If the entire two acre parcel cannot be acquired by the Town, then I recommend that the proposed residential lot and house not be centered, but be shifted as much as possible to the west side of the parcel thereby leaving as much space as possible for the Town and State crews to access the marsh and temporarily place their equipment, stockpile overwash sand and flood debris prior to disposal. I also recommend that the Town obtain all of the saltmarsh plus a marsh restoration easement around the upland soils of the building lot to elevation 5.2 -- the Connecticut Coastal Jurisdiction Line -- so that the Town may continue to restore the saltmarsh in this area.

Since we are co-owners with Mr. Penczer's clients, you may wish to forward this memo to Peter for his information.

Please let me know if you have any questions.



View of #908 Fairfield Beach Rd. looking west. The parked cars are in the middle of the property. Sept. 2014 tjs



View of #908 Fairfield Beach Road looking east. The cars are parked in the middle of the subject property. Sept. 2014 tjs

enc:

- Last Will and Testament of James H. Hunter, Jr. (Westport Vol. 846 P 032 Item #5 Conveying 1/3rd interest to Town of Fairfield "...to maintain as open space wetland.")
- Certificate of Devise to the Town of Fairfield, Westport Probate Court Vol. 3683 Page 276
- Fairfield Board of Selectmen meeting minutes Sept. 21, 2005 item #8 accepting conveyance
- VISION ID 17036 Appraisal Report

cc: K. Gumper, CC; M. Widmer; Land Acq.; A. S. Jacobson, CA; J. Michelangelo, DPW;

Property Location: 908 FAIRFIELD BEACH ROAD
Vision ID: 17036
Account #08440

MAP ID: 184/ 185/ / /
Bldg #: 1 of 1
Bldg Name: 6051 FAIRFIELD, CT

State Use: 1310
Print Date: 07/10/2014 14:53

CURRENT OWNER ATKINS JAMES & MACKENZIE MARGARET/3; FAIRFIELD TOWN C 5450 VISTA DEL ARRAYO		TOPO. 1 All Public		UTILITIES 1 Paved		STRT./ROAD 1 Paved		LOCATION		CURRENT ASSESSMENT Code Appraised Value Assessed Value 5-1 121,200 84,840		6051 FAIRFIELD, CT	
SUPPLEMENTAL DATA Other ID: 00184 00185 00000 Legal Assoc. Lots Notice Census FFLD BEA CH RD H Hs # ASSOC PID# 17036													
RECORD OF OWNERSHIP ATKINS JAMES & MACKENZIE HUNTER JAMES H JR/EST ETAL HUNTER JAMES H JR ETAL		BK-VOL/PAGE 3683/ 276 3329/ 269 542/ 297		SALE DATE 12/28/2005 08/03/2004 07/17/1969		q/u w/ V U V U I		SALE PRICE V.C. 0 02 0 02 0 0		PREVIOUS ASSESSMENTS (HISTORY) Yr. Code Assessed Value Yr. Code Assessed Value 2013 5-1 84,840 2012 5-1 84,840 2011 5-1 84,840		Total: 121,200 84,840	
EXEMPTIONS Year Type Description Amount Code Description Number Amount Comm. Int. Total:													
ASSESSING NEIGHBORHOOD STREET INDEX NAME TRACING BATCH													
NOTES 2/3 VALUE OF PARCEL SEE CARD # 184/185/1 FOR THE OTHER 1/3.													
BUILDING PERMIT RECORD Permit ID Issue Date Type Description Amount Insp. Date % Comp. Date Comp. Comments													
VISIT/CHANGE HISTORY Date Type IS ID Cd Purpose/Result 1/16/2002 M3 41 Change - Source Info erro 12/21/1993 AD 50 Change - Results From Po 7/22/1992 JJ 00 Measur+Listed													
LAND LINE VALUATION SECTION B Use Code Use Description Zone D Frontage Depth Units Units Units Unit Price 1 1310 Res AcLnPo BD BD 34.70 5,000 SF 75,000.00 1 1310 Res AcLnPo BD BD 1.90 AC 1.90 AC													
Total Card Land Units: 2.01 AC Parcel Total Land Area: 2.01 AC													
Total Land Value: 121,200													

Griffin, Kathleen

From: Mike Widmer <mdwidmer@gmail.com>
Sent: Sunday, April 19, 2015 9:28 PM
To: Griffin, Kathleen
Cc: Wendy Radovic (wcradovic@msn.com); Jay M. Adams
Subject: 908 Fairfield Beach Road

Hi Kathleen -

On January 22, the Land Acquisition Commission met in a Special Meeting to discuss, review, and vote on 908 Fairfield Beach Road.

With Town Attorney Stanton Lesser in attendance, we discussed the property and reviewed Conservation Director Tom Steinke's written recommendation of the property dated September 30, 2014. In the report, Director Steinke calls the property "a valuable lot to the town for many open space purposes" including flood control benefits, marsh fire prevention, marsh restoration, mosquito control, flood water storage, a collection point for floatable debris arising from hurricane damage, and an opportunity for achieving Town access to the town salt marsh north of Fairfield Beach Road where no Town access exists today.

The LAC voted unanimously that the town move forward to acquire this property.

Please let me know questions - thanks.

Mike Widmer
Land Acquisition Commission - Chair

From: Kevin Gumpner [<mailto:KGumpner@hganddlaw.com>]
Sent: Monday, April 20, 2015 4:37 PM
To: Gabriel, Betty
Subject: RE: 908 Fairfield Beach Road - Potential Acquisition

This will confirm that the commission did vote in favor of the town acquiring this parcel.
FYI: I am going to the Board of Selectmen on Wednesday to confirm our support.

From: Gabriel, Betty [<mailto:BGabriel@fairfieldct.org>]
Sent: Monday, April 20, 2015 3:52 PM
To: Kevin Gumpner
Cc: Dubrosky, Thomas
Subject: 908 Fairfield Beach Road - Potential Acquisition

Kevin:

It is my understanding that at its meeting of April 16, 2015, the Conservation Commission unanimously voted to request that the Town of Fairfield pursue acquisition of the remaining 2/3rds ownership of the property known as 908 Fairfield Beach Road, of which it currently holds a 1/3rd interest.

The Board of Selectman will be reviewing this matter at its meeting this week, and I would appreciate your confirming the Commission's interest and vote to obtain ownership of this property, in its entirety.

Thank you,

Betty Gabriel
Fairfield Conservation Department
(203) 256-3071

Griffin, Kathleen

From: Wendt, James
Sent: Tuesday, April 21, 2015 11:11 AM
To: Griffin, Kathleen
Subject: 908 Fairfield Beach Road

I have reviewed the map entitled "Data Accumulation Plan prepared for Margaret Mackenzie and James Atkins #908 Fairfield Beach Road", dated 10/12/14 and prepared by The Huntington Co. The map indicates that there is 13,926 square feet of land area above elevation 3.7 (tidal wetlands elevation). This area is of sufficient size and shape to meet the minimum lot area requirements in the Beach District.

Jim

James R. Wendt, AICP
Asst. Planning Director
Town of Fairfield
(203) 256-3050

Main File No. 3141 Page #1

KarenFox\FA#RCR 0000583

Appraiser(s) [Signature]

Review Appraiser (if applicable) MA

☒ Did ☐ Did Not Physically Inspect Property

COMPARABLE LISTINGS

File No. 3141

ITEM	SUBJECT PROPERTY	LISTING NO. 1		LISTING NO. 2		LISTING NO. 3	
		Address	1008 Fairfield Beach Rd Fairfield, CT 06824	1008 Fairfield Beach Rd Fairfield, CT 06824	1008 Fairfield Beach Rd Fairfield, CT 06824	1008 Fairfield Beach Rd Fairfield, CT 06824	1008 Fairfield Beach Rd Fairfield, CT 06824
Proximity to Subject			0.41 miles SW	0.09 miles W	0.09 miles W		
Current List Price	\$		\$	\$	\$	\$	\$
Price	\$		\$	\$	\$	\$	\$
Last Price Rev. Date	N/A						
Data Source	Town/Cmls/Client						
ITEM	DESCRIPTION	+	+	+	+	+	+
Days on Market	0	440	261	261	261	261	261
Location	Average	Average	Average	Average	Average	Average	Average
Site/View	Ngh/Creek/Avg	Ngh/Creek/Good	Ngh/Creek/Avg	Ngh/Creek/Avg	Ngh/Creek/Avg	Ngh/Creek/Avg	Ngh/Creek/Avg
Extras	City Water/Sewer	City Water/Sewer	City Water/Sewer	City Water/Sewer	City Water/Sewer	City Water/Sewer	City Water/Sewer
Topography	Level	Level	Level	Level	Level	Level	Level
Acreage	92,451 sf	57,499 sf	0	11761 sf	0	11761 sf	0
Tidal Wetlands	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Sales or Financing	None	None	None	None	None	None	None
Concessions	Noted	Noted	Noted	Noted	Noted	Noted	Noted
Net Adj. (Total)							
Adjusted Price of Listings							

Comments: Listing 1 water access on creek and pedestrian way over parcel 96, is offset by the location on the street which is more prone to flooding. No value to dwellings on listings 2 & 3 as they are considered to be tear downs. Listing 1 CDOM is 440 and listing 2 CDOM is 261.

COMMENTS

Supplemental Addendum

File No. 3141

Lender/Client	Peter Penczer		
Property Address	908 Fairfield Beach Rd		
City	Fairfield	County	Fairfield
		State	CT
		Zip Code	06824
Lender/Client	Peter Penczer		

Land : Reconciliation - Reconciliation and Final Value Conclusion

See attached addenda for final reconciliation comments.

The purpose of this appraisal is to estimate market value of the fee simple interest for valuation/planning purposes.

All sales are closed unless otherwise noted. The income approach to value was not developed as the property is not utilized for income stream potential. The cost approach to value was not developed as this is a land appraisal and the subject property is lacking improvements. The market data approach has been fully developed and given the greatest weight in this analysis as it is the approach that takes into account the behavior of the typical buyer and seller.

In accordance with the appraisal regulations of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), this appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), as adopted by the Appraisal Standards Board of the Appraisal Foundation.

My compensation is not contingent upon the reporting of a predetermined value or the direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has thoroughly researched the market and determined the sales provided to be the best available indicators of value and the best alternatives to the subject property. It should be noted that the appraiser has not performed a visual inspection of the accessible areas of any dwelling as the subject property is land only with no improvements. This land was only accessible from just off the subject street due to overgrowth and marshland. The appraiser has relied on a Data Accumulation Plan included in this analysis which was provided for appraisal purposes. Further, while a third party may receive a copy of this appraisal, the third party is not an intended user as defined in the URAR form.

The appraiser is certified by the State of Connecticut, RCR.0000583 to perform this type of analysis and is competent to perform this appraisal. Further please note the following:

I, Karen Fox, IFA (Member #8814), hereby certifies and attests to the following:

"The National Association of Independent Fee Appraisers has a mandatory program of continuing education for designated members. Those who meet the standards of the program are considered to have recertified. I am certified under this program through December 31, 2015."

I have performed no service as an appraiser or otherwise on the property that is the subject of this report in the three year period immediately preceding the acceptance of this assignment.

Lender/Client	Peter Penczer			File No.	3141
Property Address	908 Fairfield Beach Rd				
City	Fairfield	County	Fairfield	State	CT
Lender/Client	Peter Penczer			Zip Code	06824

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

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

Comments on Standards Rule 2-3

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

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

Reasonable Exposure Time

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

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


Twelve Months

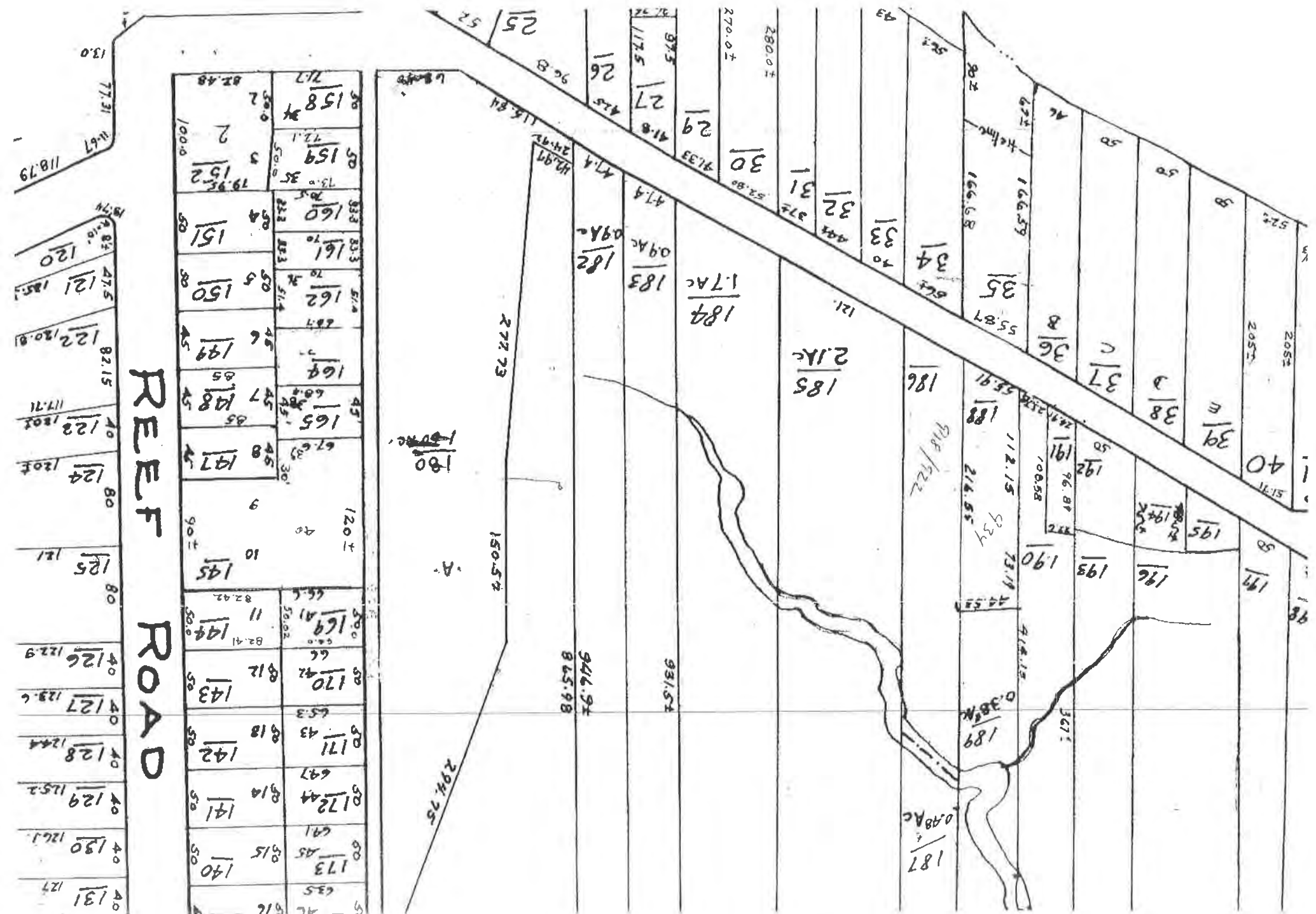
Comments on Appraisal and Report Identification

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

APPRAISER:

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: 	Signature: _____
Name: Karen Fox IFA#RCR.0000583	Name: _____
State Certification #: #RCR.0000583	State Certification #: _____
or State License #: _____	or State License #: _____
State: CT Expiration Date of Certification or License: 04/30/2015	State: _____ Expiration Date of Certification or License: _____
Date of Signature and Report: November 26, 2014	Date of Signature: _____
Effective Date of Appraisal: _____	
Inspection of Subject: <input type="checkbox"/> None <input type="checkbox"/> Interior and Exterior <input checked="" type="checkbox"/> Exterior-Only	Inspection of Subject: <input type="checkbox"/> None <input type="checkbox"/> Interior and Exterior <input type="checkbox"/> Exterior-Only
Date of Inspection (if applicable): November 5, 2014	Date of Inspection (if applicable): _____



To all People to whom these Presents shall come, Greeting:

Know All, That I, JAMES H. HUNTER, of the Town of Fairfield, County of Fairfield and State of Connecticut, formerly of the Town of Redding

for the consideration of LOVE AND AFFECTION received by my full satisfaction of JAMES H. HUNTER, JR. of the Town of Westport, MARGARET H. MACKENZIE, of the Town of Fairfield and JAMES V. ATKINS of the Town of Trumbull, all of the County of Fairfield, my said estate of Connecticut, do hereby give, sell, grant, release and forever Quit-Claim unto the said JAMES H. HUNTER, JR., MARGARET H. MACKENZIE, and JAMES V. ATKINS, their

heirs and assigns forever, all the right, title, interest, claim and demand whatsoever as I the said Releasee have or ought to have in or to All that certain parcel of land, containing two acres, more or less, with the appurtenances thereto, located on the northerly side of Fairfield Beach Road in the Town and County of Fairfield, State of Connecticut, and shown as the southerly half, more or less, of the premises delineated on Map No. 662 on file in the office of the Town Clerk of the Town of Fairfield, entitled "Title Survey of Property in Fairfield, Connecticut, for Joseph C. Stella" dated August 25, 1932 and certified substantially correct by Fuller & Company, Inc., Engineers, of Bridgeport, Connecticut, said parcel of land being bounded as follows:

SOUTHERLY by Fairfield Beach Road, 121 feet, more or less;
 WESTERLY in part by land now or formerly of the Estate of George A. McLachlan and in part by land now or formerly of the Town of Fairfield, in all 825 feet, more or less;
 NORTHERLY by a branch of Pine Creek, 120 feet, more or less; and
 EASTERLY by land now or formerly of Rose A. Hippolitius, Elena M. Howard and Mafalda Gigliotti, 935 feet, more or less.

Being the southerly half, more or less, of the premises acquired by the decedent from Joseph C. Stella by warranty deed dated June 20, 1936 and recorded in the Fairfield Land Records in Volume 156, Page 479 and also being the premises shown as Parcel No. 176 on Map No. 184 of the Tax Assessor of the Town of Fairfield.

The consideration of this deed is less than \$100.00.

To Have and to Hold the premises, with all the appurtenances, unto the said Releasee assigns forever, so that neither I the Releasee nor my heirs, successors and person under me or them shall hereafter have any claim, right or title in or to the premises or any part thereof, but thereafter I am and they are by these presents, forever barred and excluded.

In Witness Whereof, I have hereunto set my hand and seal this 17th day of July, 1969.

Signed, Sealed and Delivered in presence of

Veronica M. Harper *James H. Hunter* [SEAL]
 VERONICA M. HARPER JAMES H. HUNTER

Roy Henry Ervin [SEAL]
 ROY HENRY ERVIN

State of Connecticut
 County of FAIRFIELD

Personally Appeared JAMES H. HUNTER

ss. Fairfield July 17 A. D. 19 69

Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed before me,

Roy Henry Ervin
 ROY HENRY ERVIN

Received for Record July 17, 1969 at 12:20 P. M. Attest: *Edw. J. Davis*
 Asst. Town Clerk

CERTIFICATE OF DEVISE,
DESCENT OR DISTRIBUTION
PC-250 REV. 1/92 (RMC-58)

State of Connecticut
Court of Probate, District of Westport

Kevin M. O'Grady, Judge

District Number 158

In Re: James H Hunter, Jr., in this District deceased
Date of Death: June 15, 2004

Pursuant to C.G.S. Sect. 45a-450, this certifies that
as appears from the records of this court, said
deceased died on the date above written, and the
following real property of the deceased is devised or
distributed or set out or descends to:

The Town of Fairfield, Connecticut

AN UNDIVIDED ONE-THIRD INTEREST IN AND TO:

All that certain piece or parcel of land situated in
the Town and County of Fairfield and State of
Connecticut and described on Schedule A attached
hereto and made a part hereof.
In Testimony Whereof I have hereunto set my hand and
affixed the seal of this court on this 22nd day of
November, 2005.



Original to:
Date Sent:

Kevin M. O'Grady, Judge

CERTIFICATE OF DEVISE

SCHEDULE A

An undivided one-third interest in all that certain parcel of land,
containing two acres, more or less, with the appurtenances thereto,
located on the northerly side of Fairfield Beach Road in the Town
and County of Fairfield, State of Connecticut, and shown as the
southerly half, more or less, of the premises delineated on Map
No. 662 on file in the office of the Town Clerk of the Town of
Fairfield entitled "Title Survey of Property in Fairfield,
Connecticut, for Joseph C. Stella" dated August 25, 1932 and
certified substantially correct by Fuller & Company, Inc.,
Engineers, of Bridgeport, Connecticut, said parcel of land being
bounded as follows:

SOUTHERLY	by Fairfield Beach Road, 121 feet, more or less;
WESTERLY	in part by land now or formerly of the Estate of George A. McLachlan and in part by land now or formerly of the Town of Fairfield, in all 825 feet, more or less;
NORTHERLY	by a branch of Pine Creek, 120 feet, more or less; and by land now or formerly of Rose A. Hippolitus, Diana M. Howard and Matilda Giggliotti, 935 feet, more or less.
EASTERLY	

being the southerly half, more or less, of the premises acquired by
the decedent from Joseph C. Stella by warranty deed dated June 20, 1931
and recorded in the Fairfield Land Records in Volume 156, page 479
and also being the premises shown as Parcel No. 185 on Map No. 184 of
the Tax Assessor of the Town of Fairfield.

RECEIVED FOR RECORD
DEC 28 2005 1 9:21 AM
ATTEST: *[Signature]*
TOWN CLERK

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

KAREN FOX
52 INCA DRIVE
TRUMBULL, CT 06611

has been certified by the Department of Consumer Protection as a licensed

CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER

License # RCR.0000583

Effective: 05/01/2014

Expiration: 04/30/2015



William M. Rubenstein, Commissioner

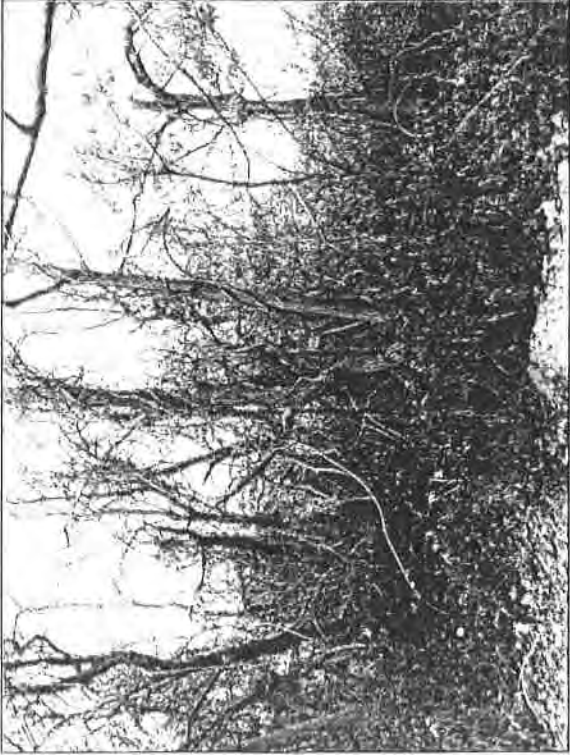
Subject Photo Page

Lender/Client	Peter Penczer		
Property Address	908 Fairfield Beach Rd		
City	Fairfield	County	Fairfield
Lender/Client	Peter Penczer	State	CT
		Zip Code	06824

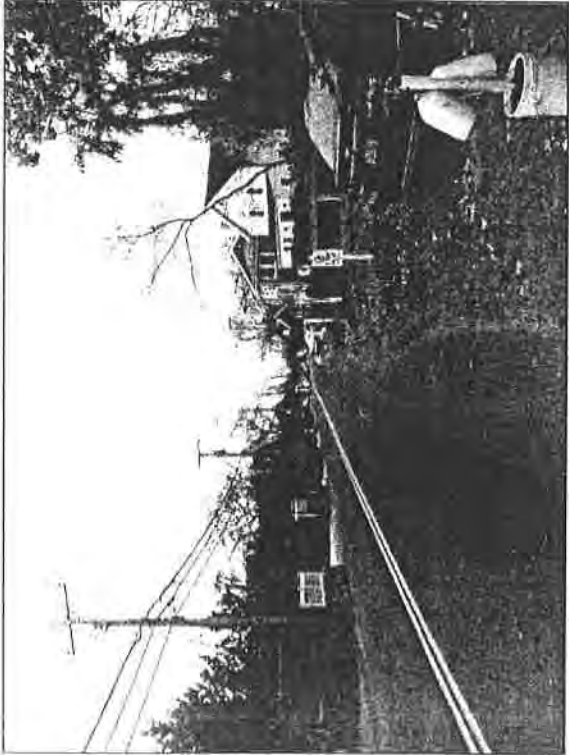


Subject Lot

908 Fairfield Beach Rd
Sales Price N/A
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age
Average
Ngh/Creek/Avg
38,768 sf
Average
64



Subject Lot



Subject Street

Comparable Photo Page

Lender/Client	Peter Penczer		
Property Address	908 Fairfield Beach Rd		
City	Fairfield	County	Fairfield
Lender/Client	Peter Penczer	State	CT
		Zip Code	06824



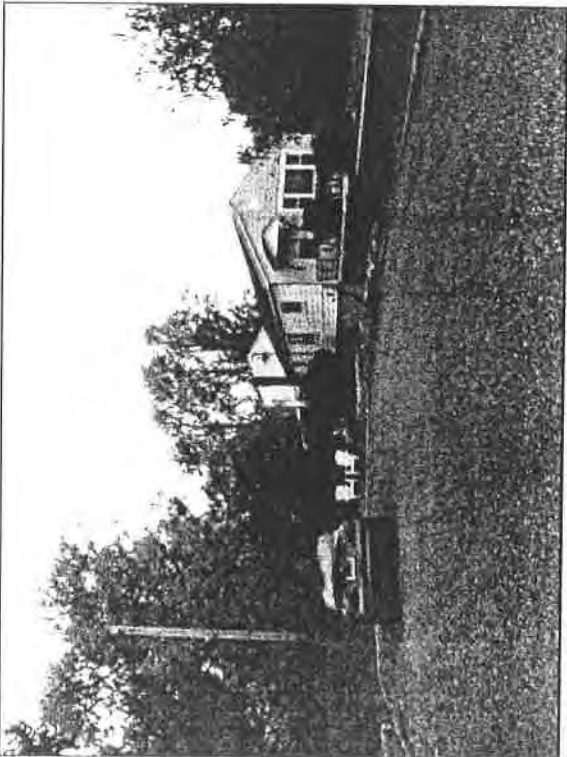
Comparable 1

165 Pine Creek Av
Prox. to Subject 1 21 miles SW
Sales Price 475,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age
Average
Ngh/Sound/Avg
25,656 sf
Dwelling demo after sale



Comparable 2

50 Oyster Rd
Prox. to Subject 1 13 miles N
Sales Price 450,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age
Average
Ngh/Creek/Avg
33,759 sf
New Construction since
last transfer



Comparable 3

160 Old Dam Rd
Prox. to Subject 0 79 miles SW
Sales Price 435,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age
Average
Ngh/Avg
20909 sf

Listing Photo Page

Lender/Client	Peter Penczer		
Property Address	908 Fairfield Beach Rd		
City	Fairfield	County	Fairfield
Lender/Client	Peter Penczer	State	CT
		Zip Code	06824



Listing 1

1370 Fairfield Beach Rd
Proximity to Subject 0.41 miles SW
List Price 395,000
Days on Market 440
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Age



Listing 2

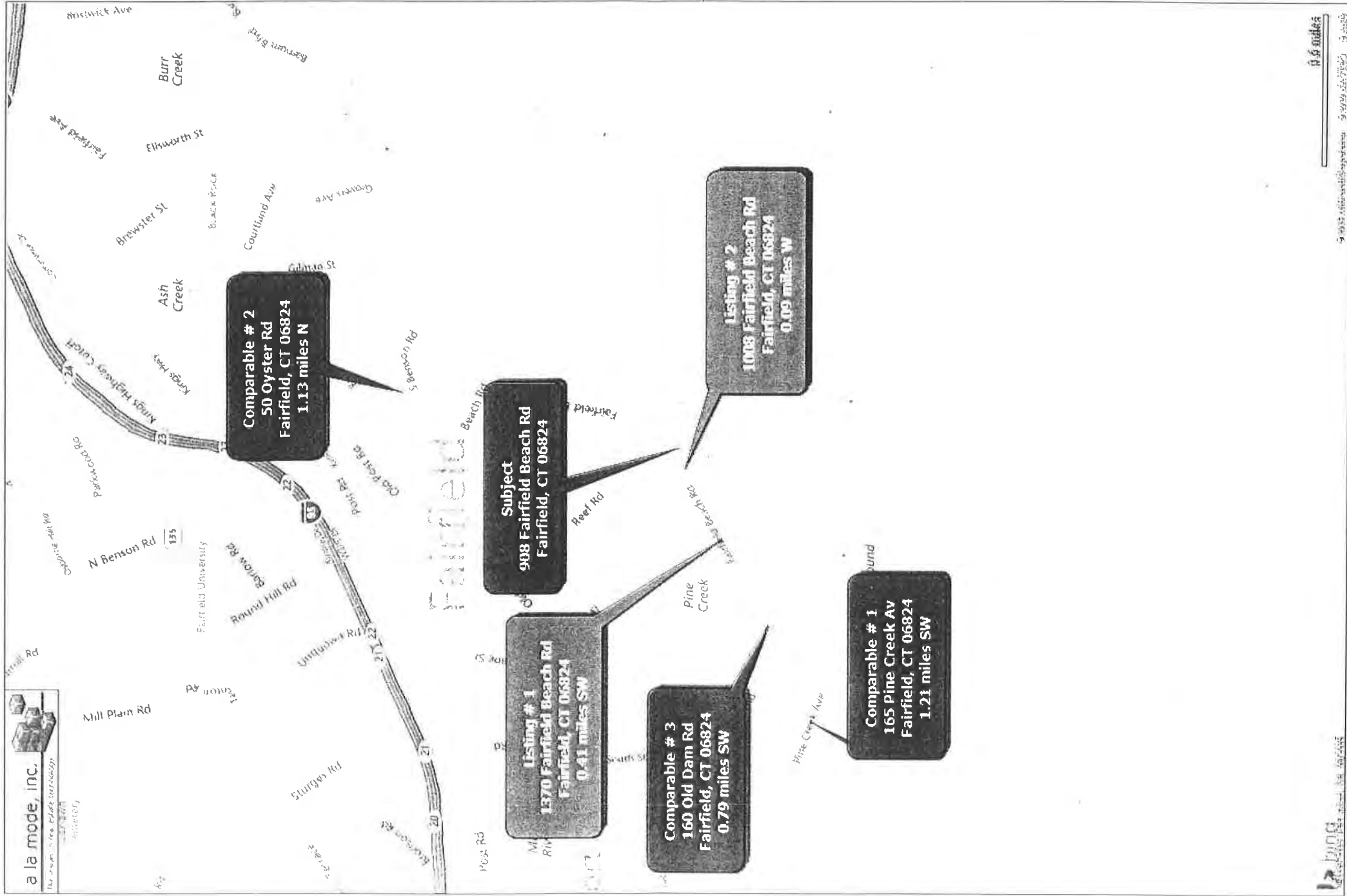
1008 Fairfield Beach Rd
Proximity to Subject 0.09 miles W
List Price 525,000
Days on Market 261
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Age

Listing 3

Proximity to Subject
List Price
Days on Market
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Age

Comparable Sales Map

Lender/Client	Peter Penczer		
Property Address	908 Fairfield Beach Rd		
City	Fairfield	County	Fairfield
		State	CT
		Zip Code	06824
Lender/Client	Peter Penczer		




Lender/Client	Peter Penczer
Property Address	908 Fairfield Beach Rd
City	Fairfield
County	Fairfield
State	CT
Zip Code	06824
Lender/Client	Peter Penczer

InterFlood

www.interflood.com • 1-800-252-6633

by a la mode

Prepared for:
Karen Fox Appraisals
908 Fairfield Beach Rd
Fairfield, CT 06824



FLOOD HAZARD MAP

Flood Hazards Map
Map Number
0908100438G
Effective Date
July 8, 2013

Powered by FloodSource
877.77.FLOOD
www.floodsource.com

0 300 600 900 1200'

© 2013 InterFlood Inc. All rights reserved. Patent # 8,171,015. Other patents pending.

For info: info@floodsource.com

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

- 1 The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- 2 The appraiser has provided a Data Accumulation Plan in the appraisal report to show approximate dimensions of the lot. This is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size and utility
- 3 The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 4 The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand
- 6 The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards and was only able to inspect the visible accessible areas of the subject lot from just off street, the appraisal report must not be considered as an environmental assessment of the property
- 7 The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- 8 The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice
- 9 The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner. This appraisal is also subject to full approvals by the Town of Fairfield for the construction of a dwelling that is typical for the area in terms of utility, size and design.
- 10 The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales or other media.

APPRAISER'S CERTIFICATION: The appraiser certifies and agrees that:


- 1 I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
- 2 I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
- 3 I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
- 4 I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property
- 5 I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
- 6 I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
- 7 I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
- 8 I have personally inspected the subject lot from the south side of the accessible areas off street and the properties listed as comparables in the appraisal report from the street. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
- 9 I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 908 Fairfield Beach Rd, Fairfield, CT 06824

APPRAISER:

SUPERVISORY APPRAISER (only if required):

Signature:		Signature:	
Name: Karen Fox IFA#RCR 0000583		Name:	
Date Signed: November 26, 2014		Date Signed:	
State Certification #: #RCR 0000583		State Certification #:	
or State License #:		or State License #:	
State: CT		State:	
Expiration Date of Certification or License: 04/30/2015		Expiration Date of Certification or License:	

☐ Did ☐ Did Not Inspect Property

TRUST AGREEMENT

TRUST AGREEMENT made this 11th day of April, 1972
between the TOWN OF FAIRFIELD, a specially chartered municipal
corporation located in the County of Fairfield and State of
Connecticut, acting through its Board of Selectmen, duly
authorized, hereinafter called the "Grantor", and the STATE
NATIONAL BANK OF CONNECTICUT, at Stamford, Connecticut, and the
BOARD OF SELECTMEN of the Town of Fairfield, as Co-Trustees,
and hereinafter referred to as the "Co-Trustees":

FIRST: The Grantor does hereby transfer and deliver to
the Co-Trustees the property listed in the Schedule annexed
hereto, to have and to hold the same and any cash, securities
or other property which the Co-Trustees may pursuant to any of
the provisions hereof at any time hereinafter hold or acquire,
all of such property being hereinafter referred to collectively
as the H. Smith Richardson Conservation Fund Trust, and also to
be referred to as the Trust Estate, for the uses and purposes
and upon the terms and conditions herein set forth.

SECOND: The Co-Trustees shall keep the trust estate invested in any one or more of the Common Trust Funds of the State National Bank, shall collect the net income thereof, and during the duration of the Trust, shall pay all the net income, and in addition may pay so much of principal in excess of a retained principal balance of \$30,000, for such worthwhile and necessary conservation purposes as have been approved by the Board of Selectmen of the Town of Fairfield in conjunction with the Conservation Commission of the Town of Fairfield and, with respect to the amount of any principal disbursements, subject to the approval of the Board of Finance of the Town of Fairfield. Any payments made in good faith by the Co-Trustees in reliance upon written certification by the Grantor, acting through the Board of Selectmen, that the payments are for proper purposes, determined by said Board of Selectmen in consultation with said Conservation Commission, and, with respect to principal payments only, that approval of said Board of Finance has been obtained shall be a full discharge of the Co-Trustees.

THIRD: The Grantor may at any time, or from time to time hereafter, transfer and deliver to the Co-Trustees cash, securities, and other property acceptable to the Co-Trustees, to be held, administered and disposed of by the Co-Trustees in

accordance with the provisions of this Agreement without the execution of any further instrument or declaration.

FOURTH: In the administration of the trust estate, or any part thereof held by them hereunder, the Co-Trustees shall have the following powers:

A. Anything to the contrary in Article SECOND above notwithstanding, to invest and reinvest all or any part of the trust estate in investments other than the Common Trust Funds of State National Bank whenever:

1. In the opinion of the Co-Trustees further investment of the trust estate in said Common Trust Funds would be in violation of law, or

2. Further investment of the trust estate in said Common Trust Funds cannot be made by reason of the termination thereof.

In either event the Co-Trustees shall invest and reinvest in investments which the Co-Trustees in their discretion deem reasonably similar in nature to the said Common Trust Funds.

- 3 -

B. To determine the manner in which the expenses incidental to or connected with the administration of the trust estate shall be apportioned as between principal and income.

C. The Co-Trustees shall not be required to make physical division of the trust estate except when necessary for distribution of principal, but may, in their discretion, keep the trust principal in one or more consolidated funds.

D. To employ legal counsel and agents and to determine and pay them reasonable compensation, and shall be entitled to reimbursement therefor and for such other expenses, taxes and charges as they may deem necessary to incur or to pay. The State National Bank, as Co-Trustee shall be entitled to receive reasonable compensation for its services - more particularly, the normal fees charged by said State National Bank when it is Co-Trustee and funds are invested in like manner, as set forth in the standard published fee schedule as adjusted from time to time.

The powers herein granted to the Co-Trustees may be exercised in whole or in part from time to time and shall be deemed to be supplementary to and not exclusive of the general

powers of trustee, pursuant to law and shall include all powers necessary to carry the same into effect. The enumeration of specific powers herein shall not be construed in any way to limit or affect the general powers herein granted.

FIFTH: The Grantor declares that this Agreement with the trust created hereby shall be construed under and administered in accordance with the laws of the State of Connecticut.

SIXTH: In carrying out the obligations imposed under this Trust Agreement, and in exercising the powers conferred by said Trust Agreement, the Board of Selectmen, as Co-Trustee, shall be deemed to have equal voting rights, powers and privileges with the Co-Trustee, State National Bank.

SEVENTH: The Grantor declares that the duration of this Trust Agreement shall be a period of ten years from the date of the signing of said Trust Agreement. During the duration of the trust, the income derived from the investment of said trust property shall be used exclusively for conservation projects pursuant to Article SECOND. On termination of this Trust Agreement, the entire remaining principal balance along with earned income shall be paid over and returned to the Grantor.

EIGHTH: The Grantor reserves the right at any time, or from time to time, without the consent of any person or without notice to any person other than the Co-Trustees, to revoke or modify or to withdraw the whole or any part of the trust estate by filing signed and acknowledged written notice of such revocation or modification, or written request for such withdrawal with the Co-Trustees in care of the Co-Trustee, State National Bank, provided, however, that the terms of this Trust Agreement may not be modified by the Grantor in such a manner as to increase the obligations of the Co-Trustees or to affect the compensation of the Co-Trustee, State National Bank without the written consent of the said State National Bank, provided further that the trust estate shall at all times have a minimum balance of at least Thirty Thousand (\$30,000.00) Dollars. Any request by the Grantor to withdraw so much of the trust estate as will bring the principal balance below the aforesaid Thirty Thousand Dollar figure shall be considered to be a revocation of this Trust Agreement and all the entire remaining principal balance along with earned income shall be returned, subject to the limitations imposed in the following Article, as soon as possible.

- 6 -

NINTH: As to any part of the trust estate as shall be invested in any of the aforesaid Common Trust Funds, withdrawal or distribution may be made only as of the dates designated in accordance with the provisions of said Common Trust Fund for the valuation of assets and shall be on the basis of such valuation.

TENTH: The Co-Trustee, State National Bank agrees that it shall be its obligation to furnish investment reviews and performance appraisals on a quarterly basis. The Co-Trustees further agree to provide an annual accounting to the Representative Town Meeting of the Town of Fairfield.

ELEVENTH: It is mutually agreed that these presents shall extend to and be binding upon the respective heirs, executors, administrators and successors or assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor, Town of Fairfield, acting by its Board of Selectmen, duly authorized has set its hand and fixed its seal to the within agreement, and the State National Bank of Connecticut, and the Board of Selectmen of the

Town of Fairfield in token of their acceptance of the trust hereby created have caused these presents to be executed, the State National Bank acting through—L. J. McGRATH, JR.—, its —TRUST OFFICER—, herunto duly authorized, with its corporate seal affixed, on the day and year first above written.

I, MARY A. KATONA, Town Clerk of the Town of Fairfield affix hereto the Town Seal.

GRANTOR, TOWN OF FAIRFIELD, acting through its Board of Selectmen

By John J. Sullivan
John J. Sullivan

James L. Eldridge
James L. Eldridge

Richard S. Cellar
Richard S. Cellar

CO-TRUSTEES, Board of Selectmen of Town of Fairfield

By John J. Sullivan
John J. Sullivan

James L. Eldridge
James L. Eldridge

Richard S. Cellar
Richard S. Cellar

CO-TRUSTEE, STATE NATIONAL BANK OF CONNECTICUT

By L. J. McGRATH, JR.
L. J. McGRATH, JR.
TRUST OFFICER

TOWN SENIOR/DISABLED TAX RELIEF PROGRAM FOR FISCAL YEAR 2016

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

JUNE 22, 2015

	FY 2015		FY 2016		CHANGE FY15 to FY16	
	# of Accounts	Amount	# of Accounts	Amount	# of Accounts	Amount
SENIOR/DISABLED TAX RELIEF PROGRAM						
Credit Program (non-reimbursable, no lien)	1594	\$3,936,777	1525	\$3,786,940	-69	-\$149,837
Freeze Program (non-reimbursable, no lien)	5	\$13,279	5	\$17,654	0	\$4,375
Deferral Program (reimbursable, lien)	13	\$40,351	12	\$44,781	-1	\$4,430
Summary - total number of accounts and total tax loss	1612	\$3,990,407	1542	\$3,849,375	-70	-\$141,032

SCHEDULE OF APPLICATION ACTIVITY FY 2016

Total accounts-previous fiscal year	1611	1612	1
New applications received	131	101	-30
Disallowed (Excess Income)	-11	-32	-21
Disallowed (Excess Assets)	0	-4	-4
Disallowed (Non CT residents)	-3	-6	-3
Removed (sold, deceased, moved)	-93	-88	5
Removed (failed to refile)	-23	-41	-18
Summary - total number of accounts	1612	1542	-70

SCHEDULE OF INCOME RANGES FY 2016

	Credit		Freeze		Deferral		Total # of Accounts
	Married	Single	Married	Single	Married	Single	
\$0-\$17,300	14	129					143
\$17,301-\$24,700	26	234					260
\$24,701-\$30,500	39	161					200
\$30,501-\$36,500	59	137					196
\$36,501-\$44,800	80	152					232
\$44,801-\$52,300	89	101					190
\$0-\$52,300	0	0	3	2			5
\$52,301-\$72,300	180	124					304
<u>\$0-\$82,600</u>	-	-	-	-	8	4	12
Totals	487	1038	3	2	8	4	1542

SCHEDULE OF ASSESSMENT RANGES FY 2016

Assessment Range	# of Accounts	% of Total Accts.
\$0-\$300,020	962	62.39%
\$300,021-\$456,189	454	29.44%
\$456,190-\$599,620	83	5.38%
\$599,621-\$999,999	40	2.59%
Over \$1,000,000	3	0.19%
Totals	1542	

AVERAGE TAX RELIEF RECIPIENT ASSESSMENT FY 2016

Average Tax Relief Recipient Assessment-FY 2016	\$292,760
--	------------------

TOWN TAX RELIEF-5 YEAR HISTORY

	FY 2016	TAX LOSS	FY 2015	TAX LOSS	FY 2014	TAX LOSS	FY 2013	TAX LOSS	FY 2012	TAX LOSS
TOTAL CREDIT APPS	1525	\$3,786,940	1594	\$3,936,777	1588	\$3,744,747	1,554	\$3,102,772	1591	\$3,190,841
TOTAL FREEZE APPS	5	\$17,654	5	\$13,279	7	\$17,897	8	\$16,540	9	\$21,020
TOTAL DEFERRAL APPS	<u>12</u>	<u>\$44,781</u>	<u>13</u>	<u>\$40,351</u>	<u>16</u>	<u>\$43,958</u>	<u>16</u>	<u>\$37,813</u>	<u>20</u>	<u>\$56,105</u>
TOTALS	1542	\$3,849,375	1612	\$3,990,407	1611	\$3,806,602	1,578	\$3,157,125	1620	\$3,267,966
TOTAL \$ CHANGE FROM PRIOR YEAR	-\$141,032		\$183,805		\$649,477		-\$110,841		-\$149	
TOTAL % CHANGE FROM PRIOR YEAR (\$)	-3.53%		4.83%		20.57%		-3.39%		-0.0046%	
TOTAL CREDIT APP# NET CHG FROM PRIOR YEAR	-69		6		34		-37		-32	
TOTAL FREEZE APP# NET CHG FROM PRIOR YEAR	0		-2		-1		-1		-5	
TOTAL DEFERRAL APP# NET CHG FROM PRIOR YR	-1		-3		0		-4		1	

ADDITIONAL STATISTICS

NEW APPLICATIONS RECEIVED	101	131	207	159	154
DISALLOWED (OVER INCOME, ALL PROGRAMS)	32	11	21	28	55
REMOVED (SOLD,DECEASED,MOVED)	88	93	103	92	93
REMOVED (FAILED TO REFILE, NON-CT RESIDENTS, OVER ASSET CAP)	51	26	50	81	42

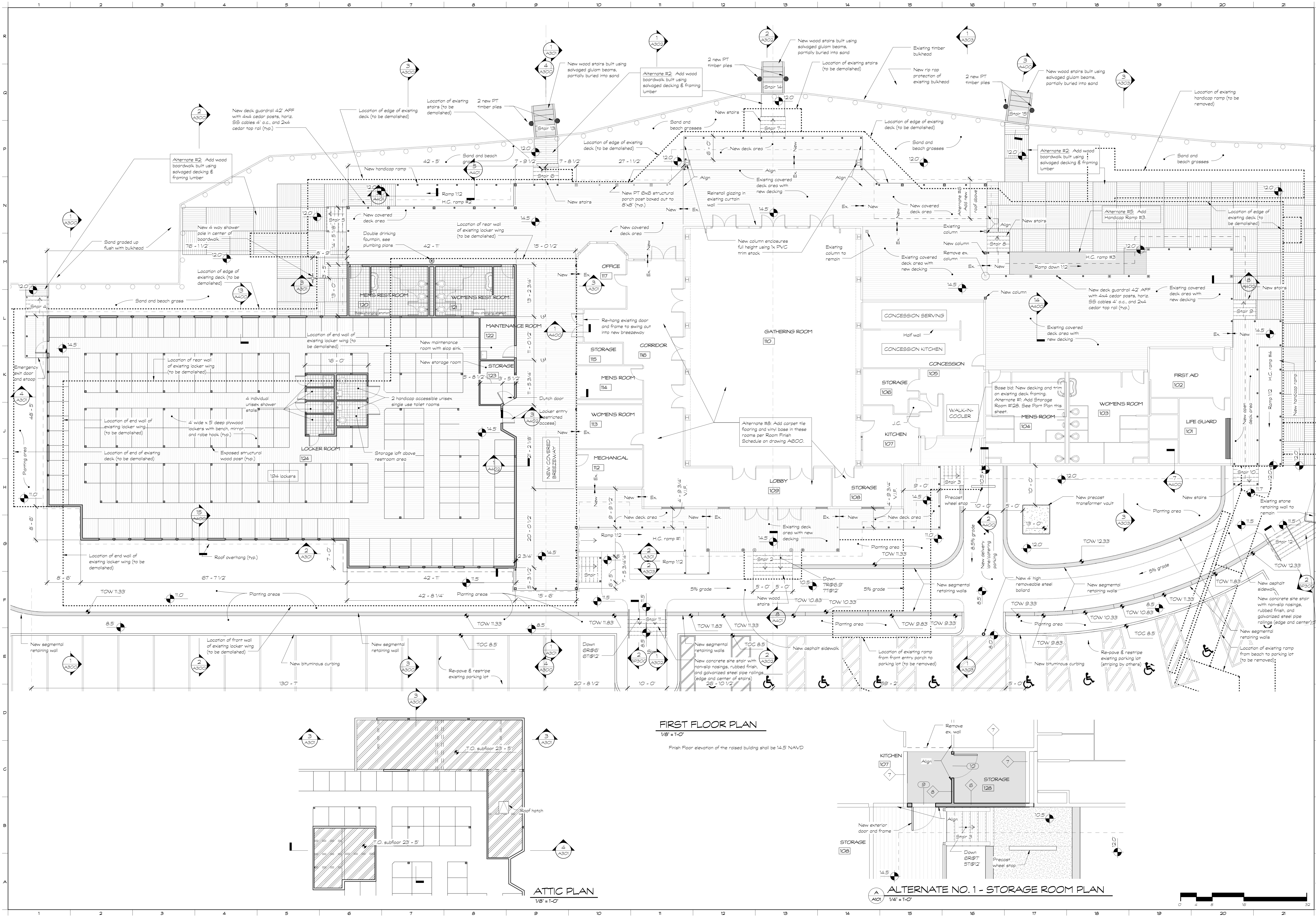
SYNOPSIS

TOWN SENIOR/DISABLED TAX RELIEF PROGRAM FOR FISCAL YEAR 2016

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

JUNE 22, 2015

- The total benefits went from \$3,990,407 last reported (FY15) to \$3,849,375, or a decrease of \$141,032 from last year.
- The number of signups for the Credit Program decreased from 1594 (FY15) to 1525. Total Credit Program Benefits changed from \$3,936,777 (FY15) to \$3,786,940, or a decrease of \$149,837 from last year.
- There were no new Deferral Program signups. One person chose not to refile for Deferral Program benefits, reducing the number of deferral program signups from 13 (FY15) to 12. Total Deferral Program Benefits changed from \$40,351(FY15) to \$44,781, or an increase of \$4,430 from last year.
- The number of Freeze Program signups remains the same at 5. Total Freeze Program Benefits changed from \$13,279(FY15) to \$17,654, or an increase of \$4,375 from last year.
- 90 benefit applications/reapplications for all programs were taken at the Senior Center. 1078 benefit applications/reapplications were taken at Town Hall.
- The Assessor conducted a Tax Relief Information session at the Senior Center on April 2, 2015.
- Tax relief articles were published in the Fairfield Senior Times newsletter and local news media. A summary of Tax Relief programs and benefits is posted on the Town website.



DeStefano & Chamberlain
Incorporated

Structural and Architectural Engineering
50 Thorpe Street, Fairfield, CT 06424-5725
203 254-7131 www.dstructural.com

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1. Be designed or modified and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

2. Be constructed by material resistant to flood damage.

3. Be constructed by methods and practices that minimize flood damage.

4. Be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

5. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the system into flood waters.

7. All new construction and substantial improvements shall have the lowest floor, including basement elevated to or above the base flood level and if constructed with a fully enclosed area below the lowest floor shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters.

Revisions/Submissions:

Date	Description
3/25/2015	Design Development Set
4/30/2015	50% Construction Documents
5/28/2015	100% Construction Documents
6/12/2015	Issued for Bids and Permit

Seal

North

South

East

West

PENFIELD PAVILION

323 Fairfield Beach Road
Fairfield - CT

OVERALL FIRST FLOOR PLAN

Project Number:
14-796

Date:
6/12/2015

Scale:
As indicated

Drawing number:
A101

Designed by:
KHC/JBD

Drawn by:
KAF

Checked by:
KHC

6/5/2015 1:35:30 PM

1. Be designed or modified and adequately anchored to prevent movement of the structure due to the structure resulting from hydrostatic and hydrostatic loads, the effects of buoyancy
2. Be constructed by material resistant to food poisoning
3. Be constructed by methods and practices that minimize food contamination
4. Be constructed with electrical heating, electrical pumping and air conditioning equipment and other service facilities that are designed to prevent water from entering or accumulating within the components during conditions of flooding
5. Be designed and repaired so that no materials shall be designed to minimize or eliminate infiltration of food waters to the system
6. Be designed and repaired so that no materials shall be designed to minimize or eliminate infiltration of food waters into the systems and discharges from the system into food

New construction and substantial improvements shall:

1. Have the lowest floor, including basement elevated or to be elevated above the average high water mark with fully finished area below this lowest floor shall be designed to prevent water from entering or accumulating within the components during conditions of flooding
2. Be designed and repaired so that no materials shall be designed to minimize or eliminate infiltration of food waters into the systems and discharges from the system into food

	Seal
--	------

Title: $1/8" = 1'-0"$	Drawing number: <div style="font-size: 2em; text-align: center;">A200</div>
Designed by: KHC/JBD	
Drawn by: KAF	
Checked by: KHC	

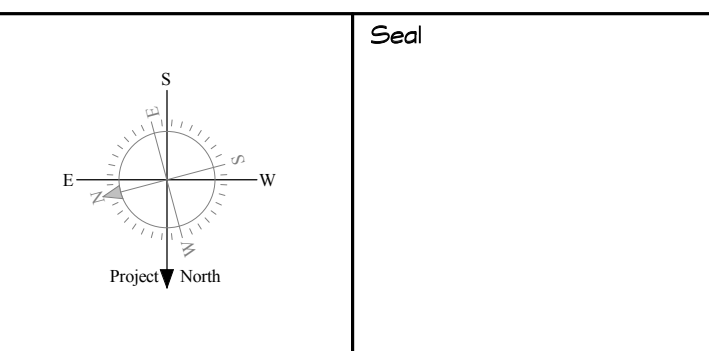


Gutters and downspouts
are not shown on Exterior
Elevations for clarity

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- A. All new construction and substantial improvement shall:
1. Be designed or modified and adequately anchored to prevent rotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 2. Be constructed by material resistant to flood damage.
 3. Be constructed by methods and practices that minimize flood damage.
 4. Be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and / or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- B. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- C. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the system into flood waters.
- D. All new construction and substantial improvements shall have the lowest floor, including basement elevated to or above the base flood level and if constructed with a fully enclosed area below the lowest floor shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters.

Revisions/Submissions:	
Date	Description
4/30/2015	50% Construction Documents
5/28/2015	100% Construction Documents
6/12/2015	Issued for Bids and Permit

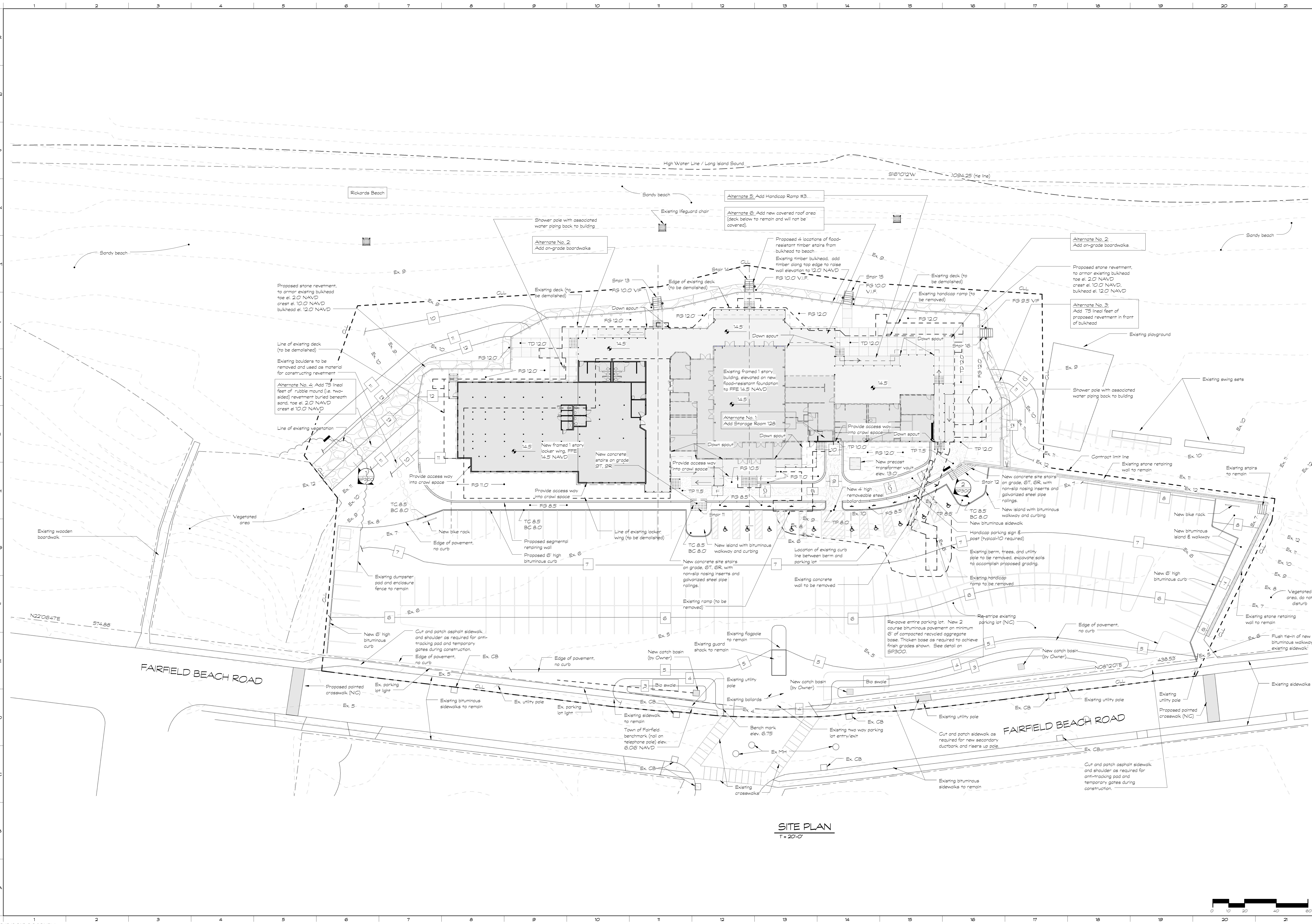


PENFIELD PAVILION

323 Fairfield Beach Road
Fairfield - CT

SITE PLAN

Project Number: 14-796	Date: 6/12/2015
Scale: 1" = 20'-0"	Drawing number: SP200
Designed by: KHC/JBD	
Drawn by: KAF	
Checked by: KHC	



SITE PLAN
1" = 20'-0"

Penfield Building Committee
Penfield Pavilion Repair and Reconstruction Project

Project Status Briefing
Prepared for the RTM June 15, 2015

The Penfield Pavilion repair and reconstruction project continues to remain on schedule and on budget. The Penfield Building Committee continues to meet twice a month and now benefits from the addition of two new members; Steve Pitaniello, P.E. a senior construction consultant and David Zieff, CPA.

Immediately after the project was approved by the RTM, the Committee authorized the design and engineering phase resulting in the completion and approval of construction drawings and specifications on May 28, 2015. The design team includes the addition of electrical and mechanical engineers for assessment of existing conditions and design of proposed repairs and new work. A consulting landscape architect has been engaged to assist in site and access design as well as initial and future landscaping.

The design phase included creation and review of a series of project budgets at schematic (preliminary) design, 50% and then 100% complete Construction Documents (CDs). During the transition from 50% to 100% CDs the Committee, Architect and Construction Manager aggressively managed the project scope and budget so as not to exceed approved funding. Copies of the final project site plan, floor plan and elevations, distributed separately, are part of this Project Status Briefing.

As construction documents were completed the Committee agreed upon two extra weeks prior to release of final bid documents for final coordination of drawings, specifications and project budget. The final project design and specification documents have been accepted by the Committee and bid documents have been prepared for a bid period that will begin the week of June 15 and conclude the week of July 6, 2015. The trade bid package submissions will be analyzed and coordinated by the Construction Manager resulting in a GMP (Guaranteed Maximum Price) being prepared for Committee review and approval on or before July 23. The current bid and award phase accommodates a first week in June 2016 completion and occupancy.

During the project design phase the Committee provided two design presentations before the Parks and Recreation Commission and one presentation before the Board of Selectmen. The Committee retained a coastal engineering firm to provide a site analysis regarding flood control structure options that might be envisioned in the future for an area wide flood control initiative. The resulting study, shared with DPW and FECB, indicated that the

planned Penfield Pavilion project would not interfere with future flood control options.

Earlier this month the project design and engineering documents were the subject of a code review meeting that included all responsible Town agencies. The final documents have been submitted to the Building Department in anticipation of a Building Permit next month. The Planning and Zoning Commission provided approval of the proposed added fill under the new and reconstructed building. The added fill is in keeping with the project goal of increasing the site elevation from +8 to +12 from east to west.

The Committee has agreed to retain an independent third party project oversight function for the upcoming construction phase. A request for proposals (RFP) from a qualified individual or firm has been developed and forwarded to Purchasing.

The Committee has focused diligently on coordinating project scope and cost with authorized funding. The project budget, going into the bid and award phase, assumes a construction contingency of \$450,000 or 9% of anticipated cost of construction and general conditions.

Town DPW, Engineering, Building and Zoning departments continue to be accessible, very helpful and supportive.

Submitted on behalf of the Penfield Building Committee,

Jim Bradley, Chairman

Project team:

Penfield Building Committee

Construction Manager, Shawmut Design and Construction

Architect and Structural Engineer, DeStefano and Chamberlain

Mechanical and Plumbing Engineer, Hofbauer Associates

Electrical Engineer, Eastern Engineering, LLC

Landscape Architect, BHR Landscape Architecture