

H. Smith Richardson Building Committee ("HSRBC")

Update to Board of Finance – May 10, 2018

- 1) HSRBC Budget Update (See Appendix A)
- 2) HSR Project Summary (See Appendix B)
- 3) Goals & Objectives consistent with charge
- 4) Renovation or Replacement
- 5) Location
 - a. Overlooking golf course
 - b. Consider Hoyden Lane (near driving range)

6) Near-term Schedule:

RFP Released a. 04/11/2018 Pre-Proposal Site Visit b. 04/18/2018 Last date for bid inquiries c. 04/24/2018 Last Addendum Issued d. 04/27/2018 Proposals Due e. 05/03/2018 Short-list Architects f. 05/15/2018 Interview Architects g. 05/22/2018 Interview Architects h. 05/23/2018 Select Architect 05/30/2018 i.

7) Longer-term schedule (See Appendix C)

Appendix A

Town of Fairfield

H. Smith Richardson Building Committee

Summary of Pre-Design Development Budget

		First Draft	Current Draft	Changes	Notes
Fees					
Architect		165.0	135.0	(30.0)	(1)
Haz Mat Consultan	t	2.5	2.5		
Geo-Tech		5.0	4.0	(1.0)	
Ecologist/Soil Sam	ole/ESA	3.5	3.5		
Project Manageme	ent (Colliers)	81.0	81.0		(2)
Owner's Legal Fees	5	5.0		(5.0)	
Site Survey		25.0	w/arch	(25.0)	(3)
CM Pre-Constructi	on -	15.0			
	Subtotal	302.0	241.0	(61.0)	
Expenses					
Printing		5.0	2.0	(3.0)	
Consultant Reimbu	ursables	7.5	2.5	(5.0)	
Misc. Expenses		2.5	2.5	di 190 - 194 - 194	
Advertising		2.0			
	Subtotal	17.0	9.0	(8.0)	
	Total	319.0	250.0	(69.0)	

Notes

- (1) \$165K for Architect in first draft was based on the following assumptions:
 - a) estimated building cost of \$4.7MM
 - b) total architect fee of 7.0% of builling cost (\$4.7 * 7.0% = \$329K)
 - c) 50% architect fee due thru design development (\$329K * 50% = \$165K (rounded))

\$135K for Architect in current draft was based on the following assumptions:

a) estimated building cost of ~\$4.8MM

b) total architect fee of 7.0% of builling cost (~\$4.8 * 7.0% = \$337.5K)

c) 40% architect fee due thru design development (\$337.5K * 40% = \$135K)

- (2) Colliers fee of \$81K already assumes pre-negotiated savings from their fee agreement with the TOF. Colliers fee is \$8.1K per month. The pre-DD phase is projected to take 12 months which would result in a fee to Colliers of \$97.2K. Colliers has agreed to work on an hourly basis for the first several months and anticipates a potential savings of \$16.2K. Colliers also agree to adjust or defer a portion of their fee to a later stage of the project if necessary to help the HSRBC manage the limitations of the \$250K budget in total.
- (3) It is expected that a site survey will be necessary but we will be putting the burden of such expense into the RFP for architects and the architects will need to bear the expense for all survey work.

Appendix B



H. Smith Richardson Building Committee ("HSRBC")

Summary of Project

HSRBC Goals and Objectives:

- 1) To identify options and recommend a schematic design with cost estimates for either the renovation or replacement of the H. Smith Richardson clubhouse, cart barn, and for other site and grounds improvements including parking, practice area, mechanical, electrical, plumbing, fire protection, and sewer.
- 2) To minimize on-going maintenance and operating expense of the clubhouse and grounds.
- 3) To incorporate "green" initiatives and "time-tested" options, design features, and construction techniques.
- 4) To minimize the adverse impact on the existing golf course and golf operations during construction.
- 5) To prioritize the functions and components that are in direct support of the golf operations.
- 6) To preserve optionality for future development of other recreational activities.

Project Summary:

The project must consider both (1) a renovation/expansion of the existing clubhouse, and (2) a new clubhouse to replace the existing one. Both alternatives must meet the specific needs outlined below at a reasonable and justifiable cost. Either alternative must be a good investment for the Town of Fairfield, must give the golf operations the best chance to continue to provide surplus revenue to the town each year, and must be open and accessible to the golfing and non-golfing community year-round.

A renovation alternative must also consider the conclusions of the Fairfield Town Facilities Commission (dated August 19, 2014), as well as any additional considerations that may have arisen since 2014.

General Building Considerations:

The current clubhouse is a single-story building which is roughly 7,400 s.f. and includes a pro shop, men's locker room, ladies' locker room, dining room, bar, kitchen, two offices, and three storage rooms.

Footprint: Shrinking the footprint of the building would allow for more space on the grounds and for additional options, amenities, or parking. A two-story structure with the pro shop and locker rooms on the main floor and a restaurant on the second floor may provide for a more efficient layout.

Location: The final location on the grounds should also be reconsidered. Relocating the clubhouse so that it overlooks the golf course would make for a more appealing venue. Relocating the clubhouse to the opposite-side of the property (off Hoyden's Lane) should also be considered as it may offer additional benefits (minimal interruption of golf operations during construction, proximity to driving range, increased optionality for future development of other recreational activities).

Subterranean Cart Storage: If economically feasible, storing the fleet of golf carts under the clubhouse would avoid the need for a new cart barn, and would preserve additional space on the grounds. The potential existence of ledge may make this a cost-prohibitive option, but it should be considered.

Specific Considerations (clubhouse interior):

Pro Shop:

Currently, the pro shop is roughly 900 s.f. and is of adequate size, but the pro shop should be located in close proximity to, and with a view of, the first tee. Options shall consider relocation of the pro shop to properly locate it within the clubhouse.

Restaurant/Bar/Kitchen:

Currently, the restaurant, bar and kitchen are roughly 2,800 s.f. The kitchen is undersized and is situated in the incorrect corner of the building.

To accommodate golf outings, the restaurant should be able to accommodate up to 150 people. The restaurant should have outdoor seating ideally with a raised deck or patio. The restaurant should also be able to host events and separately accommodate the general public. A service window should also be considered for quick service.

Restrooms:

Currently, the restrooms are located in the men's and ladies' locker rooms. The restrooms in the ladies locker room are also inadequate in size.

Dedicated restrooms for restaurant patrons, separate from the locker rooms, should be provided in the new design.

Locker Rooms:

Currently the men's locker room contains roughly 70 full-size lockers which are used for golf club storage. The ladies' locker room does not contain any lockers, but does contain a round table and the space doubles as a meeting room for the ladies' golf leagues.

Locker room configurations should be more efficient allow changing of clothes, showering, etc., but shower quantities should be limited as the current shower use is limited.

Bag storage should be located in a general unisex self-service storage area versus in the locker room themselves. This may be in the clubhouse or as a partitioned area within the cart storage building.

Meeting Room:

Currently, the clubhouse does not have a meeting room. The ladies' leagues use the ladies locker room to meet and the men's leagues use the restaurant area – which can be disruptive to the customers of the restaurant.

A separate meeting room, or an operable partition within the restaurant, would allow for the various clubs to have a place to meet and be separated from the general public. This room would provide the restaurant with a location to host small events (showers, christenings, etc.) and allow the restaurant to remain open to the general public.

Offices:

Currently, the clubhouse has offices for the restaurant manager and for the golf professional. The size of these offices are adequate and should be maintained as part of the new club house.

Storage Rooms:

Currently, the clubhouse has storage rooms for the restaurant and for the golf professional. They are adequate but additional storage for the golf leagues should also be part of any new design.

Specific Considerations (exterior grounds):

Cart Storage:

Currently, 65 carts are stored in an undersized and dilapidated 2,200 s.f. cart barn with a single entrance/exit door. This configuration is inefficient and has a negative consequence on the cart fleet as it promotes last-in, first-out cart utilization.

Storage below the clubhouse should be considered if it is not cost-prohibitive. Alternatively, the cart barn should be adequately sized to accommodate a fleet of 80 carts with entrance and exit access on opposite ends of the barn so that carts are used on a first-in, first-out basis.

Snack Shack:

Currently, the grounds do not have a snack shack, which is a common amenity offering food and beverages between the ninth and tenth holes or at high-trafficked areas of the golf course.

A small (10' \times 10') shed can be situated between the sixth and tenth tee boxes and can offer significantly increased revenues for the concessionaire and improved services for the golfers.

Practice Green:

Currently, the grounds offer three small practice putting greens and no short-game practice area. These greens are inadequate in size, require more effort to maintain, and are not properly located to allow quick access to the first tee and visibility by the golf pro and starter.

A larger, single practice green and short-game practice area should be built within close proximity of the first tee.

Parking Lot:

Currently, the driveway and parking lot are in disrepair and is configured with 157 parking spaces.

The traffic pattern and parking configuration should be reconfigured to accommodate as many parking spaces as possibly within the existing parking lot footprint while incorporating a bag drop near the new clubhouse.

Other Considerations:

Construction Logistics:

Whether it is determined that the clubhouse will be renovated or rebuilt, the goal should be to keep the golf course open for the duration of the project. Additional considerations would be as follows:

- The golf course should not be altered in either a permanent or temporary way.
- The construction schedule should be developed to avoid the peak golf season.
- Trailers for a temporary pro shop and food/beverage service will likely be needed.
- Temporary parking will likely need to be established by expanding the parking lot along the periphery and driveway.

Additional Golf Considerations:

As part of the charge for the building committee, the building committee should prioritize golf operations and revenue opportunities for the town. As part of a later phase, one consideration could be to relocate the driving range to the wooded area between the 1st and 18th holes. As such, it may be in the best interest to reserve the area where the current cart barn sits for future use/development.

Parks & Recreation Considerations:

As part of the charge of the building committee, the building committee must consider other potential recreational activities that might work on the grounds. These other recreational activities would likely be developed as part of a later phase, but the location for such other recreational activities needs to be considered when determining the location of the clubhouse, cart storage, practice putting green, parking, and traffic pattern. The Parks and Recreation commission has offered several options that should be considered. Other options may be considered as well.

- Four paddle-tennis/pickle-ball courts: Each court is roughly 1,000 s.f.
- Open-air pavilion covering seasonal 10,000 s.f. skating rink with temporary boards that could be used for hockey and recreational skating, but could also be used by the golf course and restaurant during the golf season.

To the extent that the HSR grounds cannot support a pavilion, or a full-sized skating rink, or four paddle-tennis/pickle-ball courts, a smaller rink and/or fewer courts would still be viewed favorably.

Appendix C

Town of Fairfield H. Smith Richardson Golf Course Proposed Project Schedule 4/11/2018

	2017	2018	2019	2020
	Jun Mar Mar May May May May May	Dec Nav May May May May May May May May May Dec	Jec Joc Joc Joc Joc Joc May May May May Jon Joc Joc	Hec Jec Joci Joci Mar Mar Mar Joci Joci Mar Mar Joci Joci Joci Joci Joci Joci Joci Joci
Project Management Oversight Selection				
RFP for PMO Services Issued (5/31/17)	*	Current Status		
Proposes for PMO Services Due (6/19/17)				
PMO Interviews/Selection (7/12/17)				
Establishment of Building Committee by BOS				
Commencement of PMO Assignment		な		
Architect Selection Process		3 Ribs.		
Design Phase Completion (DDs and CDs)		PRE-CONSTRUCTION (15 MONTHS)	AONTHS)	
Programming/Coneptual/Schematic Design Process	352	PRE-ARCH Concept/SD		
SD Estimates/Finalize Budget			АУОЯЧ	
Public Information Session			A DNK	
CMR Selection Process		3 Mos.	PUNCI A	
Design Development (DDs)		DDs (3 Mos.	0∃ 540	
DD Review and Estimating (2 Mos.)			EST.	
Budget Approval by BOS/BOF/RTM DESIGN STOPS	•		530	
Permitting			SERMITTING	
Construction Documents (CDs)			CDS	
CD Review and Estimating			EST.	
AHJ Approval				
Bidding/GMP/Scoping			BID/GMP	
GMP Approval			*	
Main Clubhouse Construction				CONSTRUCTION - 10 MONTHS
Full Occupancy (7/1/20)				*
Closeout				CLOSEOUT
	Dec Mar Apr Apr Apr Apr Apr Sep Cct Jun	Jan Mar Mar Feb	Dec Nov Seb Ang May Mar Mar Ppr Feb	Dec Mov Mat May May May Apt May Jun May Jun Jun Jun Jan
	2017	2018	2019	2020

Exhibit I

Execution Version

GREATER BRIDGEPORT REGIONAL RECYCLING INTERLOCAL AGREEMENT

{01853789; 4; 2331-1 }

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Greater Bridgeport Regional Recycling Interlocal Agreement

THIS AGREEMENT, dated as of _____, 2017, is by and among the Municipalities signatory to this Agreement ("Municipalities").

1. <u>PURPOSE</u>. The purpose of this Agreement is to create the Greater Bridgeport Regional Recycling Interlocal Committee (the "Committee") as the body to deal with all matters affecting the Municipalities in connection with the delivery of municipal recyclables to one or more resources recovery facilities with which the Committee contracts (each, a "Facility").

2. <u>COMMITTEE MEMBERSHIP</u>. (a) Each of the following Municipalities which has ratified this Agreement pursuant to Section 7-339c of the General Statutes of Connecticut shall be a member of the Committee:

[City of Bridgeport Town of East Haven Town of Easton Town of Fairfield City of Milford Town of Monroe Town of Orange Town of Stratford Town of Westport Town of Woodbridge

(b) If an additional municipality is contractually entitled or obligated to deliver municipal recyclables to the Facility through the Committee and ratifies this Agreement pursuant to C.G.S. Section 7-339c, it shall become a member of the Committee with all rights and obligations of a member pursuant to this Agreement; provided that the Committee consents to such municipality becoming a member of the Committee by a majority vote. 3. <u>DURATION OF AGREEMENT</u>. The Agreement shall be in effect from its effective date until June 30, 2036, unless at any time there are not two Municipalities continuing to be members, in which event it shall automatically terminate.

4. <u>EFFECTIVE DATE</u>. The effective date of this Agreement shall be , 2017.

5. <u>ESTABLISHMENT OF GREATER BRIDGEPORT REGIONAL RECYCLING</u> <u>INTERLOCAL COMMITTEE</u>. The "Greater Bridgeport Regional Recycling Interlocal Committee" is hereby established, as authorized by Sections 7-339a and 22a-221(c) of the General Statutes of Connecticut. The Committee shall be an operating committee constituting a public instrumentality and political subdivision of the State of Connecticut.

6. <u>ORGANIZATION OF THE COMMITTEE</u>. Within sixty days of the effective date of this Agreement, the representatives to the Committee designated by the member Municipalities shall meet and organize and select from among the designated representatives a Chairman, Vice Chairman, Secretary, Treasurer, and such other officers as the representatives deem appropriate. The initial term of office shall expire at 12:00 a.m. (Midnight) on December 31, 2017. New officers shall be elected annually at the last regularly scheduled meeting of the Committee in any calendar year and each term of office shall commence at 12:01 a.m. on the first day of January each year. In the absence or incapacity of the Chairman, the Vice Chairman shall be vested with all powers of the Chairman.

7. <u>POWERS AND RESPONSIBILITIES OF COMMITTEE</u>. (a) The Committee is authorized to negotiate, execute and deliver one or more contracts for the delivery of municipal recyclables to a Facility, each between the Committee on the one hand and the operator of the Facility on the other hand (a "Disposal Agreement"), as it shall determine in its discretion to be

in the best interests of the Municipalities as a whole. Each Disposal Agreement shall be for a term the Committee shall determine, but shall not extend beyond the term of this Agreement. The Committee is authorized to obligate each Municipality to deliver municipal recyclables to a Facility pursuant to a Disposal Agreement, which obligation may be in the form of a commitment of a Municipality to deliver all municipal recyclables under its control, but the Committee may not obligate any Municipality to deliver a specific minimum tonnage of municipal recyclables without the consent of the Municipality. The Committee is authorized to delivery commitment made by the Committee or on behalf of any Municipality. The Committee shall be responsible for representing the interests of the Municipalities in all matters relating to the delivery of municipal recyclables to the Facility, and shall be the authorized representative of each Municipality for purposes of any Disposal Agreement including, without limitation, all matters stated therein to be determined by the Committee. Any such contract may provide for:

(i) Arrangements for the billing and payment of tipping fees (whether payable by a Municipality to the operator of the Facility or by the operator of the facility to the Municipality) directly between the operators of the Facility and a Municipality and the assignment to such Facility operator of the Committee's full rights to enforce a Municipality's obligations under this Agreement as though it were originally named as a party hereto in place of the Committee, naming the Facility operator as its attorney-in-fact to enforce such obligations, and arrangements for cooperating with the operator of a Facility in enforcing such obligations, including without limitation, participating in any action or claim as a necessary party; and/or

(ii) Billing of an aggregate administrative cost (whether or not in the form of a per ton charge) authorized and approved by the Committee, to a Municipality and payable to the Committee, or to the operators of the Facility for further credit to the Committee.

(b) Each Municipality agrees to be bound by and obligated by the decisions and actions

of the Committee made or taken pursuant to and within the powers and authority granted to it by this Agreement. Each Municipality agrees that its obligations under, and the Committee's

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obligations on behalf of the Municipality under any Disposal Agreement shall be binding on each Municipality for the full term thereof. Pursuant to C.G.S. Section 22a-221(b), for the full term of any Disposal Agreement, each Municipality shall annually appropriate funds to pay its obligations hereunder and thereunder.

(c) The Committee shall analyze all reports, communications and other data received by it and advise member Municipalities and make recommendations as appropriate. The Committee shall inquire and investigate any matter deemed by it to justify such action and shall keep member Municipalities advised of all developments. The Committee shall prepare and distribute to the member Municipalities an annual report of its activities and recommendations and such additional reports as deemed appropriate.

(d) The Committee shall have the following additional powers:

(i) to retain by contract or employ counsel, auditors, private consultants and advisers;

(ii) to conduct such hearings, examinations and investigations as may be necessary and appropriate to the conduct of its operations and the fulfillment of its responsibilities;

(iii) to examine alternatives to disposal of municipal recyclables at the Facility, including alternatives to renewal of contractual arrangements with respect to the Facility; and

(iv) to otherwise do all things necessary or desirable in connection with the performance of its duties, the conduct of its operations, and its relationships with the Municipalities and the Facility.

8. <u>REGULAR, SPECIAL AND EMERGENCY MEETINGS</u>. (a) The Committee shall hold regular quarterly meetings, or more frequent regular meetings, at such times and places as determined by the Committee. In the event the Chairman of the Committee determines that it is not necessary to hold a regular meeting, he/she may cancel such meeting by giving written or telephone notice of such cancellation at least 24 hours prior to the time of the meeting.

(b) The Chairman of the Committee may call a special or emergency meeting as he/she determines appropriate, giving, in each instance, as much advance notice as circumstances permit. The Chairman or Secretary of the Committee shall promptly call a special or emergency meeting upon the request of representatives from three or more member Municipalities.

(c) The Committee shall conduct its affairs in compliance with the Freedom of Information Act. All meetings of the Committee shall be conducted in accordance with Robert's Rules of Order, except as otherwise provided herein.

9. <u>VOTING, QUORUM</u>. (a) Each member Municipality shall be entitled to one representative on the Committee. Such representatives shall be the chief elected official of such member Municipality or his or her designated alternate. Representatives to the Committee shall serve without compensation. In voting upon all matters coming before the Committee, the vote of each representative shall be accorded a weight, determined as follows:

(i) The number derived by dividing 100 by the number of Municipalities, plus

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(ii) The quotient derived by dividing the tonnage of municipal recyclables delivered by or on behalf of the Municipality from which the representative is appointed for the prior fiscal year (dividend) by the total tonnage of municipal recyclables delivered by or on behalf of all Municipalities for the prior fiscal year (divisor), multiplied by 100; and

(iii) Dividing the sum of (i) and (ii) by two.

number.

(iv) The resulting number shall be rounded to the nearest whole

(v) The weighted vote shall be determined and announced by the Chairman of the Committee as of the first meeting of the Committee after the end of a fiscal year, prior to the conduct of any other business of the Committee.

(b) A quorum for conducting business at any meeting of the Committee shall consist

of the presence of representatives collectively holding a majority of the total weighted vote.

(c) Unless otherwise specifically provided herein, all matters shall be decided by a majority vote of the total weighted vote of the representatives present. Should the Committee become involved in any dispute or controversy requiring resolution by a third party, the Committee shall give priority to the use of Alternative Dispute Resolution means in resolving such dispute or controversy.

10. <u>BUDGET; PAYMENT OF EXPENSES</u>. The Committee shall prepare a proposed annual expense budget and shall distribute it to the Municipalities for comments at least 60 days prior to the Committee voting to adopt a budget. When a budget is adopted by the Committee, such budget shall be binding upon the Municipalities. If the means by which revenues to meet such annual expense budget are collected are not provided for under the terms of any Disposal Agreement, the Committee shall also approve a method by which each Municipality shall be bear a portion of such budget, which method shall be reasonably designed so that each Municipality bears a ratable portion of such budget based on tonnage of municipal recyclables delivered by or on behalf of such Municipality for the current or most recently completed fiscal year. If the Committee shall be required to be a necessary party to any action to enforce a Municipality's obligations under any Disposal Agreement, the Committee may assess against and collect from the Municipality against which such enforcement is sought the reasonable costs and expenses (including the reasonable fees and expenses of counsel) of its participation.

11. <u>AMENDMENT</u>; <u>WITHDRAWAL</u>. The Agreement may be amended by vote of the legislative bodies of two-thirds of the member Municipalities, provided that this Agreement shall not be amended in any way which reduces or terminates the obligations of any Municipality or the Committee under any Disposal Agreement without the prior written consent of any counterparty to a Disposal Agreement.

A member Municipality may withdraw from the Committee as of right at the end of the current term (not including any unexercised options to extend such term) of this Agreement, provided such Municipality gives notice to the Committee at least six months prior to the date of withdrawal.

In addition, a member Municipality may request permission from the Committee to withdraw from the Committee at any time, but any such withdrawal shall be subject to approval by a majority of the total weighted vote of the Municipalities, which approval shall only be granted if it shall not be in breach of any Disposal Agreement then in effect. Subject to the terms of this Section 11, the approval of a request to withdraw shall not be unreasonably withheld, but such approval may be conditioned by the Committee in the Committee's discretion as to time, breakage costs, damages or other matters, and on such withdrawal not being in breach of any Disposal Agreement then in effect.

12. MISCELLANEOUS

12.1 <u>Binding Effect of Agreement</u>. This Agreement shall inure to the benefit of and shall be binding upon each of the Municipalities and their respective successors and assigns.

12.2 <u>Entire Agreement</u>. The provisions of this Agreement shall constitute the entire agreement among the Municipalities with reference to their obligations to each other relating to the Facility.

12.3 <u>Severability</u>. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12.4 <u>Relationship of the Parties</u>. Except as otherwise explicitly provided herein, nothing in this Agreement shall be deemed to constitute any party hereto a partner, agent, or legal representative of any other party thereto or to create any fiduciary relationship between or among such parties.

12.5 <u>Notices</u>. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, to each representative as follows:

To the City of Bridgeport, Connecticut:

The City of Bridgeport City Hall Room 204 45 Lyon Terrace Bridgeport, Connecticut 06004 Attention: Mayor

To the Town of East Haven, Connecticut:

The Town of East Haven 250 Main Street East Haven, Connecticut 06512 Attention: Mayor

To the Town of Easton, Connecticut:

The Town of Easton Town Hall 225 Center Road Easton, Connecticut 06612 Attention: First Selectman

To the Town of Fairfield, Connecticut:

The Town of Fairfield Town Hall 611 Old Post Road Fairfield, Connecticut 06430 Attention: First Selectman

To the City of Milford, Connecticut:

The City of Milford City Hall Milford, Connecticut 06460 Attention: Mayor

To the Town of Monroe, Connecticut:

The Town of Monroe Town Hall 7 Fan Hill Road Monroe, Connecticut 06468 Attention: Town Manager/First Selectman

To the Town of Orange, Connecticut:

The Town of Orange Orange Town Hall 617 Orange Center Road Orange, Connecticut 06477 Attention: First Selectman

To the Town of Stratford, Connecticut:

The Town of Stratford

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Stratford Town Hall 2725 Main Street Stratford, Connecticut 06615 Attention: Town Manager/First Selectman

To the Town of Westport, Connecticut:

The Town of Westport Town Hall 110 Myrtle Avenue Westport, Connecticut 06880 Attention: First Selectman

To the Town of Woodbridge, Connecticut:

The Town of Woodbridge Town Hall 11 Meetinghouse Lane Woodbridge, Connecticut 06525 Attention: First Selectman

Notices to the Committee shall be given to the notice of the Municipality whose representative is serving as Chairman at the time of giving of the notice.

12.6 Law Governing Construction of Agreement. The law of the State of Connecticut

applicable to contracts made and to be performed in such State shall govern the construction of

this Agreement.

This Agreement has been approved by the vote of the legislative body of each of the following towns and cities:

Date of Approval Town or City By Legislative Body: CITY OF BRIDGEPORT By: Its: TOWN OF EAST HAVEN • By: Its: TOWN OF EASTON By: Its: TOWN OF FAIRFIELD By: Its: CITY OF MILFORD By: Its: TOWN OF MONROE By: Its: TOWN OF ORANGE By: Its: TOWN OF STRATFORD By:

Its:

TOWN OF WESTPORT

By:

Its:

TOWN OF WOODBRIDGE

By:

Its:

4846-4917-2796, v. 2

ROGER SHERMAN BUILDING COMMITTEE CANDIDATES May 15, 2018

Patrice A. Klein (D), 73 Alden Street Erik P. Lang (D), 365 South Benson Road Meredith McCormack (U), 184 Spring House Road Brian R. Papini (D), 941 Reef Road Alex J. Plitsas (R), 78 Cambridge Street Richard Speciale (R), 112 Homestead Lane Jenna M. Trotzer (D), 344 Penfield Road



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

NEW BOARDS AND COMMISSIONS QUESTIONNAIRE

To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at <u>firstselectmanffld@town.fairfield.ct.us</u>. 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 <u>kariffin@town.fairfield.ct.us</u>.

Board/Cor Date:	nmission:	RS Building Committee 5-7-18		
Name:	Patrice	A. Klein	email:	kleinpatrice@ymail.com
Address:	73 Alden Street Fairfield CT 06824		home phone:	203-292-3103
			work phone :	
			cell phone:	203-260-1138

- How did you learn about this position? Susan Barrett
- 2. Why are you interested in serving and how can you contribute to this board / commission?

I am interested in serving because this town has provided me with so very much, safe community to grow up in, good education and multiple employment opportunities. I believe it is through community service that we can give back. This is a safe and thriving community and I would welcome the opportunity to preserve that vibe. My concern for children is evident in every aspect of my life and work, there is no better way to maintain our future than investing in the quality of our schools. I am conservative by nature and believe fiscal financial considerations are of the utmost importance when planning for the

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

not really no

- Have you read the committee charge? yes
- 5. Do you have any potential conflict of interest? not that i am aware of

- 6. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation? yes and I am a Democrat
- 7. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

PATRICE A. KLEIN BS RN

73 Alden Street * Fairfield CT 06824 Cell: 203.260.1138 LinkedIn: <u>kleinpatrice@ymail.com</u>

I am a provider of skilled nursing care for pediatric, adolescent and geriatric emergencies/urgencies as well as health promotion and maintenance. My extensive background provides me with a strong skill set that I am confident allows me to function in many venues of nursing management as well as direct patient care.

EXPERIENCE:

2008-2014 **Director of Health Services** Sacred Heart University Responsibilities: Updated and maintenance of nursing informatics and technology, staff management and training, program development and implementation, formulary budgeting and regulation maintenance, public relations, university liaison, grant preparation, health advocacy, contract management, departmental liaison, regulatory advisor, disease prevention and control, nursing triage, credentialing and licensing management of collaborations with CDC, FEMA, state DPH and local health department associations.

1994-2008 School Nurse Norwalk Board of Education Responsibilities: Daily triage of 500 students faculty and staff, maintain all state mandated records and screening, instruction of health curriculum as designated by the board of education, Planning and Placement Team for special needs student's IHCP and 504programming. Researched, created and implemented benchmark studies to assess school health care for students. Developed and implemented Norwalk's signature student health assistant's prepprogram in 2005, which remains in use today by Norwalk Public school nurses.

ADDITIONAL POSITIONS HELD:1999-2008Nurse Instructor1992-1994Nurse Consultant1987-1991Youth Director

State of Connecticut NCC State of Connecticut DMR Town of Fairfield

EDUCATION: Bridgeport Hospital School of Nursing RN *(License E53885) Southern Connecticut State University * BS * Physical Education I have had multiple experiences with electronic medical records, Epic, SNAP, Point and Click, Medicat Informatics, Excel, Word, Banner, Power School and Infinite Campus. **VOLUNTEER/AWARDS:** AmeriCares Free Clinic volunteer recognition, Parish Nurse, Parent Teacher Association Member, CHAND 2013 College Health Director of the Year, appreciation certificate for FEMA rapid response grant program development committee member 2010-2014



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

NEW BOARDS AND COMMISSIONS QUESTIONNAIRE

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Board/Commission:		Roger Sherman Building	g Committee (RSB	C)
Date:		4/8/18		
Name:	Erik Lar	Ig, NCARB, LEED AP	email:	erik.p.lang@gmail.com
Address:	365 Sou	ith Benson Road	home phone:	718.909.8414
	Fairfield	CT 06824	work nhone ·	212.695.6666

1. How did you learn about this position?

As a parent of a Kindergarten student at Roger Sherman Elementary School, I saw the position announced on the Sherman Facebook page and mentioned in the Shark Bytes email.

cell phone:

718.909.8414

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

As a parent of a kindergarten student, with another child to follow in two years, I have a long term interest in seeing that Roger Sherman Elementary School is a safe facility that continues to meet the demands of the community it serves. As a licensed Architect in the State of Connecticut, with a background in design, construction and real estate development, I have vast experience improving aged structures to meet the demands of modern codes and lifestyles. I have renovated schools on Long Island as a Construction Project Manager, I have presented design solutions to multiple municipal agencies up and

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

As it relates to Phase III of the Roger Sherman Elementary School Renovation, I have reviewed past meeting minutes and agendas for the BOE and Board of Selectman, and

- 4. Have you read the committee charge? Yes
- Do you have any potential conflict of interest? No

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

Yes. Democrat.

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

As mentioned above, my experience in the building industry is vast, containing specific projects and skills that directly apply to this committee and to this project. I come from a long line of educators; my mother having taught at almost every level of primary education, my sister's currently a First Grade Teacher, I have three aunts, two cousins and a brother-in-law who were/are teachers, and an uncle who is the director of facilities at a school district on Long Island. Throughout my life, I have heard the affect that the facilities, both positive and negative, and the renovation thereof, have had on their ability to achieve what is our shared goal; the impactful education of our children. I am truly excited by this opportunity to serve on the Roger Sherman Building Committee and assist my community in such a meaningful way.

ERIK P LANG, NCARB, LEED AP

365 South Benson Road Fairfield, CT 06824 c: 718.909.8414 e: erik.p.lang@gmail.com

WORK EXPERIENCE

MANAGING DIRECTOR Grant Projects, LLC March 2017 – Present

DEVELOPMENT MANAGER

Grant Projects, LLC March 2012 – March 2017

Provide comprehensive leadership in executing and overseeing over \$100mm worth of real estate redevelopment projects in various locations on the eastern seaboard.

Specific responsibilities include team oversight and direct preparation of initial property assessments and the establishment of Project goals, coordination of pre-construction services, including development and management of Project budget and schedule, oversight of the entitlement process, risk assessment, contract negotiations, construction oversight, project close-out coordination, and tenant build-out coordination.

SENIOR ARCHITECT

TEN Arquitectos

July 2010-March 2012

Provided project management for the mixed-use development of two sites in Washington DC; West End Square 37 and West End Square 50. These projects were a complex public-private partnership that resulted in both market-rate and affordable housing, a squash club, and new DC Public Library and Firehouse for the District of Columbia Fire and Emergency Medical Services Department.

Responsibilities included preparation of design proposals and contract negotiations, client, city agency, end-user, and consultant coordination and management, and production and supervision of design documents.

Additional roles held include on-site construction administration on the Mercedes House Project.

PROJECT MANAGER

Sage and Coombe Architects

October 2007-July 2010

Provided project management for the renovation and 1200sf addition to Engine Company 293 Firehouse, budgeted at \$6 million.

Responsibilities included owner, city agency and consultant coordination, and production and supervision of design and construction documents

Additional roles held include Project Manager in Charge of Construction for the Chen Dance Center, Clove Lakes Comfort Station, and Owl Hollow Comfort Station, Assistant Project Manager for Marine 9, and Job Captain of Metal Building Package for the Ocean Breeze Fieldhouse.

JOB CAPTAIN KAA Design Group, Inc. June 2004-August 2007

Provided project management for 34-unit commercial condominium project budgeted at \$6 million.

Responsibilities included acquisition of various city agency and committee approvals, consultant coordination, construction documents, and bidding and construction administration. Additional roles held include junior designer on multiple single family residences, Strategic Plan Committee Member, Detail Library Coordinator, and Competition Organizer.

PROJECT MANAGER

WJ Northridge Construction Corporation June 2003-Feb. 2004

Oversaw the construction of a multi-site renovation project for Elwood Union Free School District, Long Island, NY, with a budget of \$3.5 million.

Required the on- and off-site, scheduling, coordination, and instruction of all building trades.

CONTRACTOR

WJ Northridge Construction Corporation.

Summers 2000-2002

On site carpentry and demolition involving close working relationships with all other building trades, as well as administration and custodial staffs.

Foreman on selected projects in charge of one to five contractors.

Carpenter's Assistant on medium scale commercial projects involving the erection of metal stud partition walls and sheetrock application.

EDUCATION

TULANE UNIVERSITY SCHOOL OF ARCHITECTURE

1997-2003 Master of Architecture GPA: 3.7 Member of Tau Sigma Delta Honor Society

OXFORD BROOKES UNIVERSITY 2001-2002

QUALIFICATIONS AND SKILLS

Registered Architect in the states of New York and Connecticut LEED Accredited Professional

Possess computer skills for numerous programs, architectural drawing and modeling skills, and fabrication skills

Proficient in AutoCAD, Adobe Photoshop, Illustrator, and InDesign, Microsoft Office, including Microsoft Projects, Bluebeam.

Commercial Carpentry, woodshop, arc welding, acetylene torch cutting, glass blowing



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Board/Commission:	Roger Sherman School Building Committee
Date:	April 2, 2018

Meredith McCormack	email:	meredithmccormack1@gmail.
184 Spring House Road	home phone:	203-254-6042
Fairfield, CT 06824	work phone :	
	cell phone:	203-520-6580
	184 Spring House Road	184 Spring House Roadhome phone:Fairfield, CT 06824work phone :

1. How did you learn about this position?

My children both attended Sherman. They were there for Phase I. I was very active in Phase II, serving as the PTA liaison to the SPSBC. I've been following Phase III as it has moved through the town bodies for approval.

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

My children both graduated from Sherman. I'm very familiar with the work that needs to be done after being a parent at Sherman for 7 years and having been intrinsically involved with Phase II of the renovation at Sherman. I have experience in being a liaison to the SPSBC during that time. I have been to countless town meetings and understand how the various town bodies work. I oversaw every aspect of a \$1 million dollar renovation of the pool building at Brooklawn County Club which was completed in 2014. And I built a home in the flood zone in 2001.

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

I've been to numerous BOS, BOF, RTM, BOE, TPZ and SPSBC meetings.

- Have you read the committee charge?
 I'm waiting for it to be published.
- Do you have any potential conflict of interest? No.

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

I am a registered voter. Unaffiliated.

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

I've been a resident of Fairfield for 17 years. My husband was born and raised in Fairfield and went through the public school system. My children attended Sherman during Phase I and II and I would like to see the renovation through to completion. I'm not political, I know Sherman School, I understand construction and understand the commitment of being on a building committee.

Meredith McCormack

Meredithmccormack1@gmail.com • 184 Spring House Road, Fairfield, CT 06824 • 203-254-6042

Objective

To serve on the Phase III Roger Sherman Elementary School Building Committee

Experience

Brooklawn Country Club, Board of Governors | Fairfield, CT

Pool Building Renovation Committee 2012 - 2014

- Managed all aspects of an on time, on budget \$1 million dollar renovation of the club pool house.
- Oversaw hiring the architect, designing the renovated building, and hiring the builder.
- Ran weekly construction meetings.
- Attended monthly membership meetings and presented reports at board meetings.

Roger Sherman Elementary School PTA | Fairfield, CT

Special Project Standing Building Committee Liaison 2011 – 2012

- Helped initiate and advocate for a \$2.2 million dollar interior renovation at Roger Sherman School.
- Attended Board of Selectman, Board of Finance and RTM meetings during the approval process.
- Attended monthly meetings of the Town of Fairfield's Special Projects Standing Building Committee on behalf of the PTA.
- Attended weekly construction meetings at Sherman School during the renovation.

Morgan Stanley Dean Witter | New York, NY and Boston, MA

Institutional Equity Sales 1995 - 1999

- Provided equity sales coverage to large Texas, New York, New Jersey and Boston institutional accounts.
- Successfully initiated sales relationships with numerous accounts.
- Increased revenue and research votes at existing accounts.
- Was part of the 10% of the Dean Witter sales force selected to join Morgan Stanley after the two companies merged in February 1997.

Education

Boston College 1994 Bachelor of Science, Finance and Marketing

Activities

Roger Ludlow Middle School | Fairfield, CT PTA Executive Board, Vice President, Fundraising 2014 – 2015 Roger Sherman Elementary School | Fairfield, CT PTA Executive Board, Budget Representative 2009 – 2012 Brooklawn Country Clubl | Fairfield, CT Junior Golf Chair, Golf Committee Treasurer, Women's Golf Committee Former Member, Paddle Committee Former Chairman, Pool Committee The Women's Westchester and Fairfield Golf Association | CT/NY Membership Chairman Marian High School | Bloomfield Hills, MI

Alumni Representative 2005-Present



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Board/Commission:	Roger Sherman Elementary School Building	6
Date:	4/27/2016	

Brian Papini	email: home phone: work phone :	brianrpapini@gmail.com 203-292-7390
941 Reef Road		
Fairfield, CT 06824		
		646-235-9013
	NAME AND ADDRESS OF TAXABLE PARTY OF TAXABLE PARTY OF TAXABLE PARTY.	941 Reef Road home phone:

- How did you learn about this position?
 I learned about the position through the Sherman PTA weekly email blasts, as well as the Sherman Sharks Facebook page.
- 2. Why are you interested in serving and how can you contribute to this board / commission?

My daughter started kindergarten at Sherman in the fall and our younger daughter will attend in 2021. We were all excited to become members of the wonderful Sherman community and, given the many years we we will be there, have a vested interest in ensuring that the facilities are taken care of. Give my work experience in the New York construction space and experience in construction and home repair in Fairfield, including building a home in a FEMA district, I feel I have a lot to contribute to these renovation efforts.

Have you attended the meetings of any similar committees or reviewed past minutes or agendas?
 If yes, please specify.
 I have attended several meetings of the Town Planning and Zoning Committee and have a

basic understanding of how the committees function.

- Have you read the committee charge? Yes
- Do you have any potential conflict of interest? No

- 6. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation? Yes, Democrat
- 7. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

BRIAN R. PAPINI

646.235.9013 <u>brianrpapini@gmail.com</u> http://www.linkedin.com/in/brian-papini

Experienced Real Estate and Construction Professional

Proven record of successful completion of multi-million dollar projects. Versed in all aspects of construction management for various types of commercial real estate properties. Collaborated with all levels of real estate professionals, including developers, asset managers, lending institutions/equity partners, architects, professional consultants and project staff.

PROFESSIONAL EXPERIENCE

EXTELL DEVELOPMENT CO., NEW YORK, NY	2004 – Present
Senior Vice President	2009-Present
Vice President Managed the overall construction – including the budget, sched projects. Highlights of projects include:	2004-2009 ule, design team and construction manager for 13+
 Hard Rock Hotel, New York, NY One57, New York, NY 70 Charlton Street, New York, NY 500 East 14th Street, New York, NY 80 West End Avenue, New York, NY 30 West 46th Street, New York, NY Various Other Projects 2628 Broadway, New York, NY 245 West 99th Street, New York, NY 350 West 42nd Street, New York, NY 	
BOVIS LEND LEASE INC., NEW YORK, NY	2001 - 2004
Project Manager	
 165 Charles Street Apartments, New York, NY 500 Atlantic Avenue, Boston, MA Mandarin Oriental Hotel, New York, NY 50 Central Park South at the Ritz-Carlton, New York, NY 	
BARR & BARR, INC., NEW YORK, NY	<u> 1998- 2001</u>
Assistant Project Manager	
 Shubert Theater, New York, NY Radio City Music Hall, New York, NY The Brooklyn Hospital Center, Brooklyn, NY Radio City Music Hall Restoration, New York, NY 	
TOCCI BUILDING CORPORATION, Woburn, MA	<u> 1996-1999</u>
Assistant Project Manager/Superintendent Managed various healthcare and retail projects valued up to \$2	0 million

EDUCATION

Bachelors of Science (BS), Civil Engineering, University of Connecticut, Storrs, CT



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Board/Commission:	Roger Sherman Elementary School Building	
Date:	3/27/2018	

Name: Alex Plitsas Address: 78 Cambridge Street Fairfield, CT 06824 email: home phone: work phone : cell phone: alex.j.plitsas@gmail.com (202) 689-9027

- How did you learn about this position? Social Media
- 2. Why are you interested in serving and how can you contribute to this board / commission?

I have two children who will be attending Roger Sherman Elementary School in the coming year. I think the Phase III renovations that the BOS just approved is important and I would like to help ensure its success. I have overseen largest projects and currently work as a management consultant.

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

This committee has not yet met. | have review agendas of other building committees and attended meetings.

- 4. Have you read the committee charge? Yes
- Do you have any potential conflict of interest? No

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

Yes, Republican

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

Alex John Plitsas 78 Cambridge Street, Fairfield, CT 06824 (202) 689-9207 | alex.j.plitsas@gmail.com

SUMMARY

• Proven Executive & National Security Professional with fifteen years success in managing operations and cross-functional teams at the highest levels in the public and private sectors

- · Expert integrating technology and operations to produce strategic effects
- · Proven ability to solve complex problems and develop creative solutions & strategies

EMPLOYMENT

Principal, Aerospace & Defense Consultant Providence Consulting Group New York, NY

3/2017-Present

- Manage and lead teams of consultants on both domestic and international engagements supporting large and mid-size Aerospace & Defense (A&D), automotive, high-tech, and industrial manufacturing corporations
- Provide advice on industry standards, corporate strategy, and best practices to increase productivity and efficiency for planning, logistics, supply chain, operations, engineering, finance, production, and quality.
- Oversee and develop plans for complex Enterprise Resource Planning (ERP) software platform implementation

Director, Strategic Operations Microboard Processing Inc.

12/2015-3/2017

Seymour, CT

- Recruited by the President and Founder & CEO to streamline operations for a hightech defense and aerospace manufacturing company
- Authored the company's long-term strategy for growth at CEO's request
- Manage & oversee Operations, Strategic Planning, IT, Security (Physical, Personnel, & Cyber), Supply Chain, Warehouse, & Parts Departments
- Develop & manage the manufacturing production schedule for \$100 million of sales orders for electronic microboards produced for the defense, telecom, & medical industries
- Program Manager responsible for the simultaneous upgrade of the company's Enterprise Resource Planning (ERP) & Manufacturing Execution System (MES) software platforms that serve as the IT backbone for the business
- Leading lean manufacturing program as a Lean Six Sigma Black Belt to enable production efficiency across the company which resulted in a 45% gain in manufacturing capacity, \$17 million in additional revenue realization, and \$1 million in operational savings in the first year
- Leading initiative to document, map, and evaluate all business processes, and develop Key Performance Indicators (KPI) to establish reportable metrics

6/2015-12/2015

Chief of Staff to Department Head Bridgewater Associates, LP Westport, CT

- Co-authored and led the department's submission for the annual business planning process which resulted in the establishment of strategic initiatives designed to increase the capacity of the department to satisfy increasing business requirements
- Program managed approximately 50 active projects within the department
- Developed new and innovative methods to track and oversee projects to include a number of initiatives that had previously failed to execute to completion

Chief, Sensitive Activities (IPA-GS-15) 8/2014-5/2015 Undersecretary of Defense for Policy | Special Operations & Combating Terrorism Arlington, VA

- Detailed by the Secretary of Defense under the Intergovernmental Personnel Act to oversee operations and develop or review policy for Top Secret Special Access Programs (SAP) & Alternate Compensatory Control Measure (ACCM) Programs.
- Represented the Secretary of Defense as the department's representative on the White House Hostage Policy Review initiated by the President of the United States
- Co-authored the Presidential Executive Order and National Security Presidential Directive that govern the U.S. response to hostage events and established an interagency fusion cell to enable intelligence sharing and operational planning
- Represented the Department of Defense as a member of the interagency delegation that was dispatched by the National Security Council to discuss counterterrorism policy on behalf of the President with European Allies at the cabinet level
- Reviewed, approved, and oversaw policy and the execution of over 25 clandestine intelligence, counterintelligence, cyber, and special technical operations as voting member of the department's governance boards, which provided the U.S. with an operational advantage over adversaries and mitigated risks to the nation
- Member of crisis action special team for special access programs that responded to significant actions that threatened U.S. national security
- Recurring guest lecturer at the U.S. Army Command and General Staff College

Sensitive Activities Integrator

11/2013-8/2014

Syracuse Research Corporation, Inc. Arlington, VA

- Recruited by SRC at the request of the client to restructure and develop an employment strategy for an underutilized, multimillion dollar intelligence & technology program for the Department of Defense, which successfully undermined terrorist supply chains globally and saved the lives of U.S. service members
- Rewrote authorities and security processes required to implement the program
- Redesigned the certification process to allow new technologies to be fielded
- Developed new and innovative ways for the technologies to be employed
- Established new partnerships with offices and agencies to facilitate operations

Intelligence Officer - Strategic Planning (GS-14) 8/2011-11/2013 Undersecretary of Defense for Intelligence | National Programs Arlington, VA & Kabul, Afghanistan

 Planned and executed Top Secret SAP intelligence operations in response to longterm, strategic threats to U.S. national security that required special program accesses, which maintained or improved the ability of the United States to conduct foreign policy by undermining adversaries and neutralizing adversarial intelligence collection efforts

- Recurring guest lecturer at the U.S. Army Command and General Staff College
- Requested by name by the commanding general, U.S. Central Command, to manage a sensitive intelligence operation in Afghanistan which provided the President of the United States with additional options to deal with a serious national security threat
- Assembled, managed, and led a cross-functional team of over 200 personnel
- Executed a cash budget of \$30 million with limited oversight

Deputy Program Manager

12/2008-8/2011

Northrop Grumman Corporation Arlington, VA & Baghdad, Iraq

- Co-authored numerous award winning proposals as a member of the business development team in an operating unit with \$100 million in annual revenue, sustaining 10% annual growth
- Successfully managed daily operations and personnel in Iraq and Afghanistan assigned to a \$25 million international support contract for the Department of Defense, which resulted in the neutralization of terrorist threats and the successful employment of underutilized programs, technologies, and cyber platforms
- Conducted operations, intelligence and strategy planning as a member of the Special Programs Office - U.S. Forces-Iraq, to mitigate risk and ensure the successful employment of over a dozen multi-million dollar technology projects in Iraq
- Developed courses of action and strategies to mitigate the effects of strategic events in Iraq as a member of the commanding general's crisis action team

312th Psychological Operations Company - U.S. Army 11/2007-11/2008 Team Leader | Performing Duties of Executive Officer (Mobilized Reservist) Baghdad, Iraq

- Successfully led a special operations team on over 260 combat missions as a mobilized reservist in Baghdad, Iraq during the "Surge"
- Assisted in the implementation of tens of millions of dollars in reconstruction infrastructure projects which improved the quality of life of local residents and reduced tension with U.S. force
- Led a cross-functional team comprised of communications, operations, administration, logistics, and transportation specialists for a special operations task force of 120 soldiers while performing the duties of the executive Officer

Risk & Vulnerability Analyst

3/2007-11/2007

Electronic Warfare Associates, Inc. Herndon, VA

- Conducted risk and vulnerability research and analysis for commercial infrastructure which allowed clients to develop plans and programs to mitigate potential threats
- Assisted in the design and execution of national level preparedness exercises which successfully prepared 10 private sector clients to deal with subsequent real world threats

MILITARY SERVICE

U.S. Army Reserve 4/2004-4/2012 Special Operations Team Leader | 312th Psychological Operations Company

VOLUNTEER ACTIVITES

Explorer, Firefighter, & Hazardous Materials Technician 1/1998-Present Village of Mamaroneck Fire Department, NY

Performed search and rescue operations at the World Trade Center following the terrorist attacks of September 11th, 2001 as a junior member of the department

EDUCATION

M.A., Global Security Studies Candidate, Johns Hopkins University, 2015 Certificate, Emergency Management, Federal Emergency Management Institute, 2007 B.A., Political Science, American University, 2007

SECURITY CLEARANCE

- Top Secret with Sensitive Compartmented Information (TS-SCI)
- Single Scope Background Investigation (SSBI) 12/2010
- Counterintelligence Polygraph 5/2010

TRAINING

Lean Six Sigma Black Belt – Connecticut State University Program Management – Northrop Grumman Project Management – Northrop Grumman Proposal Writing – Northrop Grumman Capture Management – Northrop Grumman Psychological Operations Specialist Course – John F Kennedy Special Warfare School Advanced Military Planners Course - Office of the Secretary of Defense Joint Military Planners Course - Office of the Secretary of Defense Joint Military Deception Training Course - Defense Military Deception Program Office Military Deception Planners Course - 1st Information Operations Command Adversarial Denial and Deception - Central Intelligence Agency Target Analysis - Central Intelligence Agency Senior Special Technical Operations Planners Course (IJSTO) - The Joint Chiefs of Staff FBI Citizens Academy – Federal Bureau of Investigation Improvised Explosive Device Construction – Joint Improvised Explosive Device Defeat Organization Contracting Officer Representative - U.S. Air Force Information Operations Officer Qualification Course (Honorary) - U.S. Army Command and General Staff College Information Operations Planners Course – 1st Information Operations Command

Contracting Officer Representative – U.S. Air Force Information Operations Officer Qualification Course (Honorary) – U.S. Army Command and General Staff College Information Operations Planners Course – 1st Information Operations Command Firefighter – Westchester County, New York Fire Academy

Hazardous Material Technician - Westchester County, New York Fire Academy

Awards

Military & Government Civilian: Combat Action Badge, Bronze Star Medal, Army Commendation Medal, Army Achievement Medal, Joint Civilian Service Commendation Medal, and the National Intelligence Meritorious Unit Citation

Civilian: Three time recipient of the Northrop Grumman TAP award for top annual performance in a business operating unit of 300 personnel



Town of Fairfield

Office of the First Selectman Fairfield, Connecticut 06824

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Board/Commission: <u>Settlements 35.</u> Date: <u>20 AIR 28</u> Name: RichARD Specifice Address: 112 Honester A. Ealis Elect, ST.

Email: Home Phon Work Phon **Cell Phone**

259	5252	
And the local design of th	7291	•

1. How did you learn about this position?

Jowa Notices,

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

> I WAS RESPONCIDE PARTY OF PHASE Z OF ROCER SHEEMAN SCHOOL AND WOULD LIKE TO FINISH THE FOO.

- Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify. 3. RESERVEIBLE MADY DE PHASE 2 AND CHAIRED MERTIN2S.
- Have you spoken with the chair, any members, or the appropriate Department Head? 4. YES, FIRST SCLECTMAN, TIM WENT & OTHERS
- Have you read the written description of the board's role? 5. I HELPED PREPARE COMPLITE CHARCE
- Do you have any potential conflict of interest? 6. 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?

WILL NOT BEA POSSIEM

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

ANDER CHAIR OG SPSBC (SPECIAL PROJECTS STANDETAL & BLDC. COMMOTTONE) MANY SCHOOL PROJECTS OVERSITE 2) MEMBER OF TOWN FALIDITIES CONNITTEE 3.) DOCER SHERMAN SCHOOL CHAR 4) COMMITTE MEMBER OF PERFECTS PAVICIES AND SUB COMMITTE FOR FINDER, ATTENDED TOB MEETINGS WITH CONTRACTUR WEEDLY. ingthe Dig

Richard A. Speciale 112 Homestead Lane Fairfield, CT 06824

Statement:

Mr. Speciale owned and operated Special Testing Laboratories, Inc. from 1992 until 2006. Prior to ownership of Special Testing Labs he owned and operated Testwell Craig Laboratories of CT, Inc. from 1980 until 1992. From 1966 until 1980 he managed LI Materials Testing Labs, Inc., Bronx, NY.

During his tenures, he managed the day-to-day operations which included all business, financial, laboratory and field operations. As part of his duties, he regularly prepared mix designs for various projects as requested by contractors or owners.

As of 2006, he semi-retired and works on a limited basis in field and lab operations for various projects.

Education:	CCNY (Uptown Campus) New York, NY – 1966
Professional Qualifications:	Institute of Design and Construction Brooklyn, NY – 1971
	Hellier Technical Training & Consulting Ultrasonic Testing Level I and Level II
	Axion & Micro-Tech Optical Tufts University Asbestos Abatement for Management Planners Tufts University Asbestos Abatement for Inspectors – 1988
	MA Tech Concrete License
Memberships:	The Concrete Industry Board American Concrete Institute ASTM
Committees:	American Welding Society Town of Fairfield Special Projects Standing Building Committee
Committees.	Town of Fairneid Special Frojects Standing Building Committee
Personal Achievem	ents:

Nationally Registered & Certified Emergency Medical Technician (EMT)

Military: US Army – 42nd Infantry – Sergeant – 1969, Honorable Discharge



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

NEW BOARDS AND COMMISSIONS QUESTIONNAIRE

To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at <u>firstselectmanffld@town.fairfield.ct.us</u>. 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 <u>kariffin@town.fairfield.ct.us</u>.

Board/Cor Date:	nmission:	Roger Sherman Buil	ding Committee	
Name:	Jenna N	/lerola Trotzer	email:	thebeachsidestudio@gmail.com
Address:	344 Penfield Rd		home phone:	
	Fairfield, CT 06824		work phone :	203.231.7726
			cell phone:	

1. How did you learn about this position?

Through Roger Sherman PTA meetings - I am a parent, PTA member and also chair a committee

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

First off, I am a concerned and active parent of a current 1st and 5th grader at RSS. We have lived in Fairfield since the Summer of 2016 and we have experienced first-hand the spatial and environmental challenges facing the Sherman community. Additionally, I believe my 20 year background as an architect (focused on planning and construction), has prepared me to speak on behalf of the RSS staff, parents and students to be an advocate for what is best for all involved.

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

I have not attended any Town meetings to date - I have only been involved in RSS PTA meetings that have discussed the renovations. I have also read some meeting meetings

- Have you read the committee charge?
 I have read the "Function" of the committee & read the 3/29 Selectman announcement
- Do you have any potential conflict of interest? No

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

Yes- Democrat

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

I would only like a better sense of the time commitment required (frequency and length of meetings) over the two year period, although I do not anticipate having any issues with it.

JENNA MEROLA TROTZER PROJECT ARCHITECT + PROJECT MANAGER

- Fairfield, CT
- 3 203.231.7726

Iinkedin.com/in/jenna-merolatrotzer-5a0a68132

thebeachsidestudio@gmail.com

Accomplished and energetic Project Architect, Planner and Project Manager will project teams and managing client and contractor relationships for a wide range Highly-organized, self-motivated and creative thinker with unique expertise in sp client needs through collaborative engagement. Passion for creating compelling that bring order and functional flow to our built environments



EXPERIENCE

2016 - present

1996 - 2008

Owner

The Beachside Studio, LLC - Fairfield, CT

• Residential Space Planning, MasterPlanning and Schematic Design. interviews, home survey, code compliance, spacial programming and analysis as well as complete residential rehab "flips"

2009 - present Project Architect + Project Manager

Independent

- · Both small and large scope architectural and planning projects for priv
- Design and planning services: SD/DD/CD/CA and CM, building code a preservation, kitchen design, interior design, home staging
- Hands-on construction services: wall and accent wall finishing, tile dee detailing, floor finishing, garden hardscaping, landscaping design

Project Architect + Lab Programmer + Project Manager
 KlingStubbins (now Jacobs Engineering) - Philadelphia, PA

Awarded Associate status, 2002

1991 - 1997
1990 - 1991
2017 - present
2016 - present
2010
2009 - 2013
2007 - 2008
2004 - 2007
2003 - 2004



EDUCATION

University of Pennsylvania - Philadelphia, PA M.ARCH - Master of Architecture (1994-1997) B.A. – Bachelor of Arts – Major: Design of Environment (1991-1994)

Pratt Institute - Brooklyn, NY Bachelor of Architecture (completed 1st year and then transferred to Pe



KEY PROJECTS

Private Residence - Fairfield CT
 SD for first floor re-design/open floor plan concept and 300 SF addition

D16 - present Private Residence - Fairfield CT
SD and DD for 3,500 SF lifted FEMA-compliant beach home and 450 S

- Private Residence Philadelphia PA
 Kitchen design, CDs, home staging. Increased final sale price +\$231/SF
- Private Residence Greenwich CT
 Complete DD/CD/CA/CM services for 1904 farmhouse. Home staging. I
- 7 2008 Rockefeller University Research Center NY, NY

Full programming, SD, DD, CDs for 29,000 SF biomedical facility comp

AstraZeneca Master Space Plan and Renovations - Wiln
 Masterplan of 540,000 GSF + full programming, CD and CA for interior
 vivarium procedural labs, offices, conference rooms and meeting areas

2003 - 2004 Christina Landing: Tower One + Townhouses - Wilmingto DD and CD services - 22 story 378,000 SF high rise residential, 53 towr

 AMC Movie Theaters - Newport, KY, Alexandria, VA and SD, DD, CD and CA for three multiplex and retail complexes containing concession, gaming and shell fit-out. KY (97,000 SF), VA (134,000 SF),

2002 - 2003 • Merck & Co. - West Point, PA

Full programming, DD, CD and CA services for 50,000 SE of offices, lat

PCL XL error

Subsystem:	GE_VECTOR	
Error:	GEEmptyClipPath	

Warning: Illeg

IllegalMediaSize

MEMO

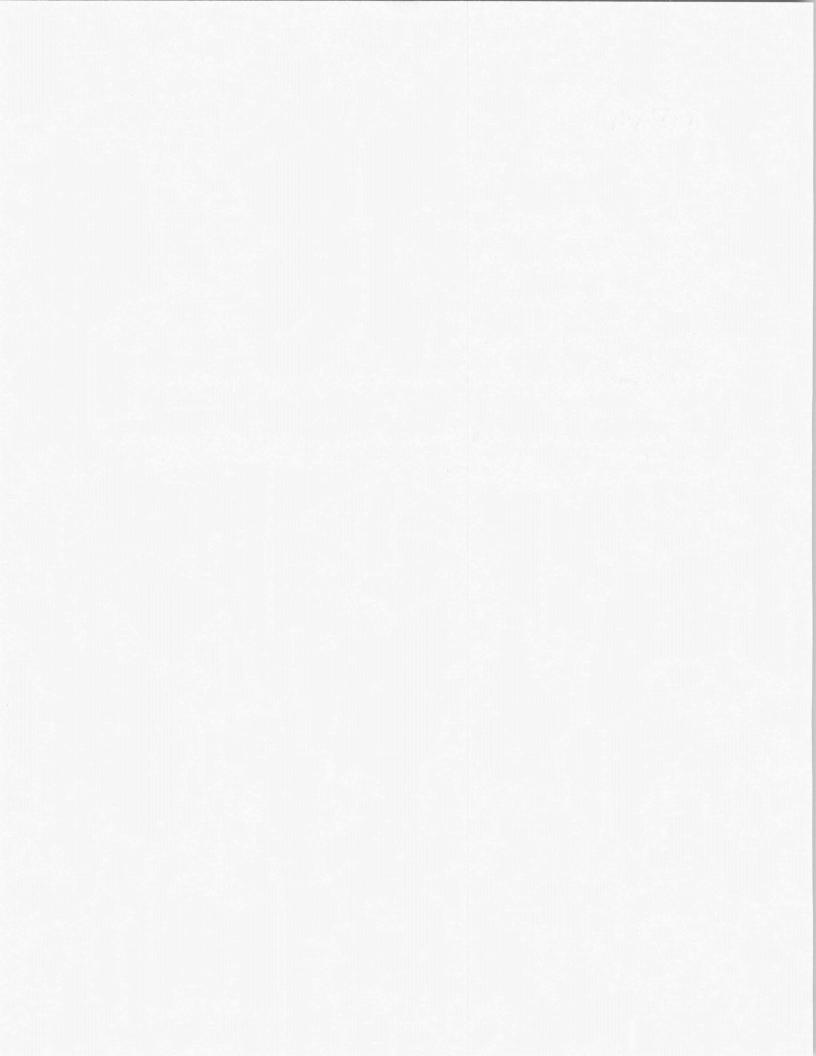
FROM: Town Clerk Betsy Browne

TO: Members of the RTM

DATE: May 15, 2018

RE: Mill Hill Elementary School

RTM Members are reminded to refer to backup provided by the Board of Education prior to the April 23 RTM meeting, which included information on the Sherman Elementary School and the Mill Hill Elementary school projects.





Toni Jones, Ed. D. Superintendent of Schools

Superintendent Memorandum

To: Board of SelectmenFrom: Dr. Toni JonesDate: May 10, 2018Re: Mill Hill Information

1. Is there an opinion of the school size (378, 461 or 504) from the school administration? What support do you have for that recommendation?

The school administration and BoE support 504. The utilization charts in the memo dated April 18, 2018 support the rationale that the school system needs additional space on the southwest quadrant of the district.

By 2027-2028 Riverfield, Dwight, and Sherman are all projected to be between 92-104% capacity. If Mill Hill is expanded, there will be some room for movement to alleviate overcrowding. Please see the Mill Hill Memo dated April 18, 2018.

2. Is there an acceptable BoE/school administration Educational Specification for each school size?

Ed Specs follow a standard format and are prepared individually for each school. They always include:

- Program deficiencies unique to that school based on existing program spaces from the date of last renovation and current needs as defined in a 2010 MGT report on each school.
- Health and Safety improvements such as roof, HVAC, fire suppressions, etc.
- Enrollment needs which vary from school to school.
- The Ed Spec in regards to additional "small" spaces does not change within the range of small school sizes we have in Fairfield. If we were advocating for a large school of 700 students or more there would be an increase in small spaces. APR's are expanded by recapturing the stage. Each school makes that adjustment work to the best of its ability, given expansion limitations.

3. A detailed classroom-to-classroom comparison of current Mill Hill regular classrooms to each proposal. What is the net being added per each proposal?

Enrollment needs from year to year dictate the use of general education classrooms and specialized education program spaces.

General Education Classrooms (21 students in each classroom on average)

378	18
441	21
504	24

No change for small classroom requirements, stage expansion in the gym area, or the expansion of the APR. The general education classrooms are the only change in construction for a 378, 441, or 504 student capacity project.

4. Obviously, nobody knows exactly what town-wide space issues we will have to solve in 2-3 years, or what will be the current root cause of those issues... but, in general, what is the district plan and how does this recommendation fit into that solution?

The FPS Facilities Plan outlines the "space" (facility) issues in reasonable detail and addresses the long-range needs of our school system though 2025-26. There are several variations, and once Holland Hill and Mill Hill are complete, the BoE will examine the current enrollment status, utilization capacities, and program needs to determine the best way to resolve overcrowding issues.

5. What level of funding is required today to move ahead with the project?

\$1.5M will allow the Building Committee to present the level of detail planning that is required to make the best-informed decision for Mill Hill School. This is similar to the level of detail provided for the Riverfield School and Holland Hill School project planning. .

6. If the planning moves forward per the BOF bonding resolution, how much capital would we need to accomplish those planning goals?

\$ 1.5M for planning. The addition of language to look at 378, 441, and 504 will not require additional funding. Overall, the Waterfall chart currently has \$20,250,000 as the budgeted amount for this project's total costs, which includes the \$1.5M.

7. Is the BOE/administration supportive of the current bonding resolution? Why, why not?

The BOE has expressed support at each public hearing beginning with the January, 2018 BOS meeting. The BOE recommends a 24 classroom, 504 seat elementary school design as the best choice, and has indicated that the Building Committee should outline a cost for this design. If the capital cost estimates are determined to be higher than anticipated, the BOE would be willing to consider adjusting the educational specifications to comply with funding levels acceptable to the Town of Fairfield. That remains the BOE/administration position.

The BOS approved bond resolution is acceptable.

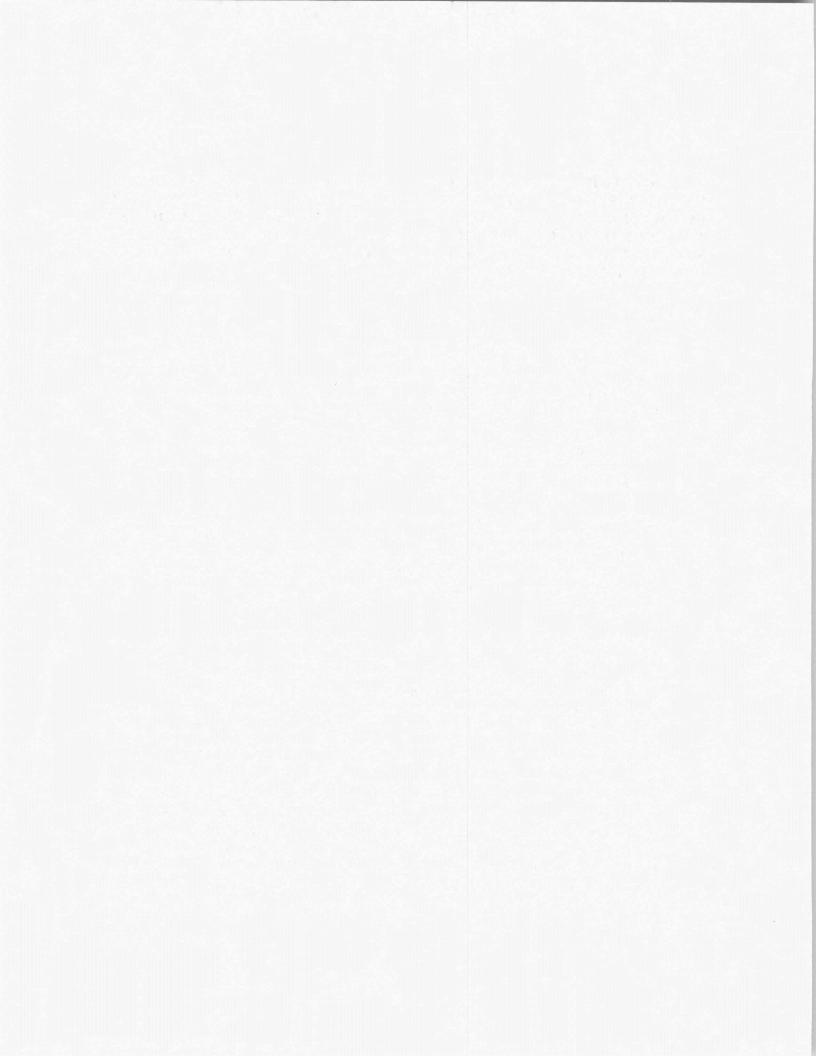
The BOF approved bond resolution is also acceptable, as it asks the Building Committee to explore all options, inclusive of a 24 classroom, 504-seat capacity school.

As Amended and Approved by BOF At April 3, 2018 Meeting

A RESOLUTION APPROPRIATING \$1,500,000 FOR THE COSTS ASSOCIATED WITH THE PLANNING, DESIGN AND OBTAINING COST ESTIMATES FOR THE RENOVATION AND EXPANSION OF MILL HILL ELEMENTARY SCHOOL AND THE COST OF RELOCATION OF TEMPORARY CLASSROOMS INSTALLED AT MILL HILL ELEMENTARY SCHOOL AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION.

Resolved:

- 1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield (the "Town") hereby appropriates the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for the costs associated with the planning, design and obtaining cost estimates for the renovation and expansion of Mill Hill Elementary School with consideration of 3 alternate capacities of 378, 441 and 504 students without prejudice toward any option and the cost of relocation of temporary classrooms installed at Mill Hill Elementary School, which costs include architectural, design, specialty consultant, environmental, engineering and other costs and expenses that are related thereto (the "Project").
- 2. To finance such appropriation and as recommended by the Board of Finance and the Board of Selectmen, the Town may borrow a sum not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) and issue its bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing such appropriation.
- The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby 3. appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof: to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and



As Amended and Approved by BOF At April 3, 2018 Meeting

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

- 4. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing agreement, standby marketing agreements, bond purchase agreement, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
- The bonds may be designated "Public Improvement Bonds of the Town of Fairfield", 5. 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

As Amended and Approved by BOF At April 3, 2018 Meeting

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

- 7. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
- 8. The First Selectman, Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
- 9. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.
- 10. The First Selectman or other proper Town official is hereby authorized to apply for and accept any available State or Federal grant in aid funding the Project, and to take all action necessary and proper in connection therewith.
- 11. <u>After the appointment of the Building Committee and the election of a Building</u> <u>Committee chairperson, the Board of Finance requests the attendance of such chairperson</u> <u>at the next scheduled Board of Finance meeting to discuss the Project.</u>

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As Amended and Approved by BOF At April 3, 2018 Meeting

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

- 4. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing agreement, standby marketing agreements, bond purchase agreement, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
- 5. The bonds may be designated "Public Improvement Bonds of the Town of Fairfield", series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than twenty (20) years from the date of issue. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
- 6. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the

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

- 7. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
- 8. The First Selectman, Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
- 9. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.
- 10. The First Selectman or other proper Town official is hereby authorized to apply for and accept any available State or Federal grant in aid funding the Project, and to take all action necessary and proper in connection therewith.
- 11. <u>After the appointment of the Building Committee and the election of a Building</u> <u>Committee chairperson, the Board of Finance requests the attendance of such chairperson</u> <u>at the next scheduled Board of Finance meeting to discuss the Project.</u>

A RESOLUTION APPROPRIATING AN ADDITIONAL \$64,925 FOR COSTS ASSOCIATED WITH THE DESIGN OF THE DUCK FARM ROAD BRIDGE OVER THE MILL RIVER AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION.

WHEREAS, the Representative Town Meeting on March 18, 2013, approved an appropriation and bond authorization in the amount of \$300,000 for costs associated with the design of the Duck Farm Road Bridge over Mill River; and

WHEREAS, the estimated costs of such design work inclusive of contingencies have increased so that an additional appropriation and bond authorization of \$64,925 is required to cover such increased costs; it is hereby

RESOLVED:

- 1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield (the "Town") hereby appropriates the sum of Sixty-Four Thousand Nine Hundred Twenty-five and 00/100 Dollars (\$64,925.00) for the costs associated with the design of the Duck Farm Road Bridge over the Mill River, inclusive of planning consultant and engineering fees, other professional fees, financing and contingency costs, (the "Project").
- 2. To finance such appropriation and as recommended by the Board of Finance and the Board of Selectmen, the Town may borrow a sum not to exceed Sixty-Four Thousand Nine Hundred Twenty-five and 00/100 Dollars (\$64,925.00) and issue its bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for such Project.
- 3. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the

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

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.

- The bonds may be designated "Public Improvement Bonds", series of the year of their 5. 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 semiannually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
- 6. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Fiscal Officer, have

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

- 7. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
- 8. The First Selectman, Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
- 9. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.
- 10. The First Selectman or other proper Town official is hereby authorized to apply for and accept any available State or Federal grant in aid funding the Project, and to take all action necessary and proper in connection therewith.

Duck Farm Bridge Supplemental Request for Design

Currently, the Town has \$ 343,775 in the account for the design of the Duck Farm Bridge. After 9 months of negotiations between Town, Consultant, DOT and DOT Liaison, an agreement of scope of services and fee proposal has been reached. Although the Agreement, specifies \$ 328,870 design fee with direct costs, the Agreement also calls for 10 % contingency for extra work and review of shop drawings (which wouldn't occur until construction phase) AND another 10% extra work allowance to prevent project from going back for additional federal funding. Therefore Fairfield Public Works/Engineering is requesting an additional \$ 64,925 to cover potential contingencies and extra work for the design of the bridge. This funding may or may not be expended and any extra work proposed by the Consultant (WSP) must be formally approved by both the Town and the CT Department of Transportation prior to any commencement of additional work. Note- last bridge designed only had \$ 4000 in extra work fees for entire project.

Also note that the request for \$ 64,925 for potential extra work and review of shop drawings will be reimbursed at 80% of approved expenditures (\$ 51,940) as part of the Federal Local Bridge program, thereby potentially costing the Town up to an additional \$12,985 for the extreme worst case scenario.

Current Funding: \$343,775 Current Reimbursement: \$ 275,020 Town Share: \$ 68,755

Proposed Funding not to exceed: \$ 408,700 Proposed Reimbursement: \$ 327,000 (rounded up per agreement) Proposed Town Share not to exceed: \$ 81,700

Additional Cost to Town = \$ 0 to \$ 12,985 depending on contingency/extra work used. See attachment of fee matrix.

Project No. 0050-0TBD tuck Farm Road over Mil River own of Fairfield tehabilitation/Replacement of Bridge No. 04953 ederal Local Bridge Program Work Item Work Item urvey Site Inspection and Review of Documents Topographic & Planimetric Mapping Watand Field Delineation and Survey, Hydraulic Survey Property Maps and Schedule of Property Owners Deliverables Deliverables Deliverables Deliverables Deliverables Regionary Engineering Hydrologi & Hydrologic Report Hydrologi & Hydrologic Report Hydrologi & Hydrologic Report Property Analysis & Reports Drainage Analysis Solit Boring, Sol Evaluation & Utility Test Pits Structure Type Study Detour Taffe Evaluation	Project Manager 9.98% 6 4 0 0 2 \$477.00 44 0 4 4 0 0 0 0 0 0 0 0 0 0 0 0 0	Supervising Engineer 0.00% 0 0 0 0 0 0 50.00 0 0 0 0 0 0 0 0 0 0 0	nicipally's CE Prime Profit: Prime BF8O. Lead Engreer 14.98% 98 10 38 8 6 55.221.44 128 0	22 27% 142.03% Senior Engineer 29.95% 20 0 0 12 8 0 5897.60 270	Enginer II & Engineer I 29.71% 60 14 28 18 0 52.029.20	Assistant Engineer 0.00% 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	CADD 15.38% 56 0 24 8 12 12 12 52,347.52	Admin 0 0 0 0 0 0 0 0 0 0 0 30.00	TOTALS 240 28 90 46 56 20 \$10.972.96
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Public Information Meeting	8	0	4	12	12	0	4	0	40
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tegulatory Approvals	0	0	96	0	50	0	0	0	146
Flood Management Certification	0	0	28	0	16	0	0	0	44
Local Inland Wetland Permit	0	0	48	0	26	0	0	0	74
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Direct Salary (Tasks 1-5)	\$110,211.76								
Prime Profit (22.27%) Prime BF&O (142.73%)			Say						
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Total Prime Salary paus Prote and BF&O (Tasks 1-6) Direct Costs (Task 9)	\$291,289.68								
Subtotal	\$328,869.68								
10% Extra Work (Allowance)	\$32,886.97								
Shop Drawing Review (Task 7)	\$9,766.31								
Total	\$371,522.96		\$371,500.00						
	egulatory Approvals Flood Management Certification Local Inland Wattand Permit U.S. ACCE Permit CTDEEP WRD / Section 401 Water Quality Certification CTDEEP Addendum/ACOE General Permit Inal Design Readway Stucture 1. Semi-Final Design (10%) Submission 2. Final Design (10%) Submission 3. Final Design (10%) Submission 4. Load Rating Water Handler Materianance & Protection of Traffic Uitilies Coordination Plans & Specifications 4. Hop Drawing Review Extent Services During Constituction Design Hours (1-0) Design Hours (1-0) Design Hours (1-0) Direct Salary Cost (Tasts 1-6) Total Direct Salary Cost Direct Salary (Tasts 1-8) Prime Profit (22.77%) Total Prime Salay plus Profit and BF40 (Tasts 1-4) Direct Cast (Tasts 1-2) Direct Cast (Tast 2-2) Direct C	Roadway     0       Structure     40       Public Information Meeting     8       Public Information Meeting     0       eguliatory Approvals     0       Local Infand Watand Permit     0       U.S. ACOE Permit     0       U.S. ACOE Permit     0       CTDEEP WRD / Section 401 Water Quality Cartification     0       CTDEEP MRD / Section 401 Water Quality Cartification     0       CTDEEP Addendum/ACOE General Permit     0       Structure     102       1. Semi-Final Design (70%) Submission     70       2. Final Design (70%) Submission     72       4. Load Rating     4       Water Handling     4       Water Handling     4       Water Handling     4       Water Handling     10       Structure     10       1. Semi-Final Design (10%) Submission     72       4. Load Rating     4       Water Handling     4       Water Handling     4       Water Handling     5       50.00     510.684.00       Hildling Phase Services     8       Sission     10       Design Hours (1-6)     239       Design Hours (1-6)     518.021.00       Total Prine Statry Cost     575.50       Di	Roadway         0         0           Structure         40         0           Public Information Meeting         40         0           Public Information Meeting         0         0           Equilatory Approvals         0         0           Cool Infand Water Genification         0         0           Local Infand Water Genification         0         0           U.S. ACOE Permit         0         0           U.S. ACOE Permit         0         0           CTDEEP INTRO / Section 401 Water Quality Certification         0         0           CTDEEP Addendum/ACOE General Permit         0         0         0           Inal Design         132         0         0           Roadway         8         0         0         0           Structure         102         0         0         0           1. Semi-Final Design (00%) Submission         12         0         0         0           3. 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Permit         102         0         0           Structure         102         0         0         0           Structure         102         0         0         0         0           Structure         102         0         0         0         0         0           Structure         102         0         0         0         0         0         0         0         0         0</td> <td>Roadway         0         0         0         0         8           Structure         40         0         0         30           Public Information Meeting         40         0         41         17           Stabilities         0         0         96         0           Peod Management Cartification         0         0         22         0           Local Inland Weatand Permit         0         0         44         0           CTDEEP MPD Section 401 Water Quality Certification         0         0         0         0           CTDEEP MPD Section 401 Water Quality Certification         0         0         0 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	Direct Costs	Amount	
1	Mileage	\$	3,130.00
2	Reproduction	\$	4,400.00
3	Shipping and Postage	\$	250.00
4	Geotechnical SSE Program	5	24,000.00
5	Soil Sample Laboratory Testing	\$	2,000.00
6	Public Information Meeting	\$	1,000.00
7	Traffic Counts	s	2,200.00
8	FEMA Model Data Acquisition	\$	600.00
9	Direct Costs Item	\$	
10	Direct Costs Item	5	
11	Direct Costs Item	\$	•
12	Direct Costs Item	S	-
13	Direct Costs Item	s	
14	Direct Costs Item	\$	•
15	Direct Costs Item	\$	
	Total	\$	37,580.00

#### PAL ATTACHMENT State Project No. TBD Bridge No. **0**4953 in Fairfield Federal Project No. TBD ESTIMATED DESIGN COSTS

## PARTICIPATING COSTS (80% FEDERAL REIMBURSEMENT)

Α.	Municipal Design Project Cost – Consultant Services	\$	371,500
B.	Municipal Design Project Cost – Municipal Forces	\$	- 0 -
C.	Extra Work Allowance [+/-10% of (A+B)] – in accordance with Section 11 of the Master Agreement.	of \$	37,200
D.	Total Municipal Cost (A+B+C)	\$	408,700
E.	DOT-provided Services – Design	\$	- 0 -
F.	DOT-provided Services – Administrative Oversight	\$	- 0 -
G.	DOT-provided Services – Audits	\$	- 0 -
H.	Extra Work Allowance – DOT Forces [+/-10% of (E+F+G)]	\$	- 0 -
I.	Total Design Cost – DOT Forces (E+F+G+H)	\$	- 0 -
J.	Total Design Cost (D+I)	\$	408,700
K.	Federal Proportionate Share of the Total Design Cost (80% of J)	\$	327,000
L.	Municipal Proportionate Share of the Total Design Cost (20% of J)	\$	81,700
M.	Maximum Amount of Reimbursement to the Municipality (80% of D)	\$	327,000
N.	Demand Deposit Required from the Municipality	\$	- 0 -

New State Directive to include Two 10% extra work. allowances. see email

#### Griffin, Kathleen

From: Sent: To: Cc: Subject: Bourgeois, Tiffany <tbourgeois@Blcompanies.com> Wednesday, April 04, 2018 3:31 PM Hurley, William Perkoski, Chad RE: Duck Farm Br 04953 Fee Proposal---

Bill- yes it is a double contingency that the DOT has been doing as a means of adding extra funds to the agreement so that the need for a later supplemental agreement is less likely.

Tiffany Bourgeois Staff Engineer BL Companies | Employee owned. Client driven.

100 Constitution Plaza, 10th Floor, Hartford, CT 06103 tel: 860.249.2200 | direct: 860.760.1922 fax: 860.249.2400 www.blcompanies.com

-----Original Message-----From: Hurley, William [mailto:WHurley@fairfieldct.org] Sent: Wednesday, April 4, 2018 3:27 PM To: Bourgeois, Tiffany <tbourgeois@Blcompanies.com>; Perkoski, Chad <CPerkoski@blcompanies.com> Subject: FW: Duck Farm Br 04953 Fee Proposal---

Please confirm PAL amount , note that in WSP matrix, 10 % extra work is already included. If it is a double contingency, please confirm. We will go to BOS meeting April 18. Thanks, Bill

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

-----Original Message-----From: Bourgeois, Tiffany [mailto:tbourgeois@Blcompanies.com] Sent: Wednesday, April 04, 2018 3:17 PM To: Hurley, William Cc: Perkoski, Chad Subject: RE: Duck Farm Br 04953 Fee Proposal---

Bill,

As discussed, please see attached unofficial copy of PAL attachment, which should give the Town a better idea of the estimated design costs, so that necessary funds can be appropriated. Let me know if you have any questions or concerns.

Thanks,

Tiffany Bourgeois Staff Engineer BL Companies | Employee owned. Client driven.

100 Constitution Plaza, 10th Floor, Hartford, CT 06103 tel: 860.249.2200 | direct: 860.760.1922 fax: 860.249.2400 www.blcompanies.com

-----Original Message-----From: Hurley, William [mailto:WHurley@fairfieldct.org] Sent: Tuesday, April 3, 2018 8:17 AM To: Bourgeois, Tiffany <tbourgeois@Blcompanies.com> Cc: Perkoski, Chad <CPerkoski@blcompanies.com>; Gustavo Melo (gustavo.melo@ct.gov) <gustavo.melo@ct.gov> Subject: RE: Duck Farm Br 04953 Fee Proposal---

We have the following meetings scheduled for approval. April 18 BOS, May 8 BOF, May 21 RTM. We anticipate approvals but when Town signs agreement up to 377K we need to appropriate 377K. We have 342K so far.

William Hurley P.E.
Engineering Manager
Fairfield Engineering Department
725 Old Post Road
Fairfield CT 06824
p 203-256-3015
----Original Message----From: Bourgeois, Tiffany [mailto:tbourgeois@Blcompanies.com]
Sent: Tuesday, April 03, 2018 8:08 AM
To: Hurley, William
Cc: Perkoski, Chad; Gustavo Melo (gustavo.melo@ct.gov)
Subject: RE: Duck Farm Br 04953 Fee Proposal---

Good morning Bill,

Just wanted to check in with you to see the approval status of the fee proposal.

Thanks,

Tiffany Bourgeois Staff Engineer BL Companies | Employee owned. Client driven.

100 Constitution Plaza, 10th Floor, Hartford, CT 06103 tel: 860.249.2200 | direct: 860.760.1922 fax: 860.249.2400 www.blcompanies.com

-----Original Message-----

From: Hurley, William [mailto:WHurley@fairfieldct.org] Sent: Thursday, March 22, 2018 2:39 PM To: Bourgeois, Tiffany <tbourgeois@Blcompanies.com> Cc: Perkoski, Chad <CPerkoski@blcompanies.com>; Gustavo Melo (gustavo.melo@ct.gov) <gustavo.melo@ct.gov> Subject: RE: Duck Farm Br 04953 Fee Proposal---

I have a meeting with First Selectman 11 AM tomorrow on this.

William Hurley P.E.
Engineering Manager
Fairfield Engineering Department
725 Old Post Road
Fairfield CT 06824
p 203-256-3015
-----Original Message----From: Bourgeois, Tiffany [mailto:tbourgeois@Blcompanies.com]
Sent: Thursday, March 22, 2018 2:20 PM
To: Hurley, William
Cc: Perkoski, Chad; Gustavo Melo (gustavo.melo@ct.gov)
Subject: RE: Duck Farm Br 04953 Fee Proposal---

Good afternoon Bill,

Once you've determined how the Town will be proceeding with funding, and you've completed your review of scope and man-hrs, please send us a fee concurrence letter so we can proceed with approval. Let me know if you have any questions or concerns.

Thanks,

Tiffany Bourgeois Staff Engineer BL Companies | Employee owned. Client driven.

100 Constitution Plaza, 10th Floor, Hartford, CT 06103 tel: 860.249.2200 | direct: 860.760.1922 fax: 860.249.2400 www.blcompanies.com

-----Original Message-----

From: Hurley, William [mailto:WHurley@fairfieldct.org]

Sent: Wednesday, March 21, 2018 2:58 PM

To: Hurley, William <WHurley@fairfieldct.org>; 'Laliberte, Thomas R.' <Thomas.Laliberte@wsp.com>; Michelangelo, Joseph <JMichelangelo@fairfieldct.org>

Cc: Moretti, Anthony A <Anthony.Moretti@wsp.com>; Greene, Jodi <Jodi.Greene@wsp.com>; Melo, Gustavo M (Gustavo.Melo@ct.gov) <Gustavo.Melo@ct.gov>; Perkoski, Chad <CPerkoski@blcompanies.com>; Bourgeois, Tiffany <tbourgeois@Blcompanies.com>

Subject: Re: Duck Farm Br 04953 Fee Proposal---

There is one issue, Town had set aside 300k for design. Now that it's over, I have to secure additional funds, let me see how Town will handle this.

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network. From: Hurley, William Sent: Wednesday, March 21, 2018 2:29 PM To: 'Laliberte, Thomas R.' Cc: Moretti, Anthony A; Greene, Jodi; Melo, Gustavo M (Gustavo.Melo@ct.gov); Perkoski, Chad (CPerkoski@blcompanies.com); Bourgeois, Tiffany (tbourgeois@Blcompanies.com) Subject: RE: Duck Farm Br 04953 Fee Proposal---

The latest matrix is acceptable to the Town. I just have to read the scope over quickly. I will send signed sheet tomorrow or Friday. Thanks, Bill

William Hurley P.E.
Engineering Manager
Fairfield Engineering Department
725 Old Post Road
Fairfield CT 06824
p 203-256-3015
From: Laliberte, Thomas R. [mailto:Thomas.Laliberte@wsp.com]
Sent: Friday, March 16, 2018 5:02 PM
To: Hurley, William
Cc: Moretti, Anthony A; Greene, Jodi; Melo, Gustavo M (Gustavo.Melo@ct.gov); Perkoski, Chad
(CPerkoski@blcompanies.com); Bourgeois, Tiffany (tbourgeois@Blcompanies.com)
Subject: RE: Duck Farm Br 04953 Fee Proposal---

Good Afternoon Bill,

For your review and use, please find attached our revised proposal per the latest round of comments. We have included both a pdf version with revised pages and the annotated spreadsheet that is being used to evaluate the proposal.

Within our previous proposal, we had shown a way we were planning to perform the work. The updated version has eliminated the 'Supervising Engineer' classification as requested and redistributed the hours accordingly. We do not believe there are any 'overages' per the guidance that was provided.

Please let us know if you should have any additional comments or if further discussion is needed.

Thanks,

Tom

Thomas R. Laliberte Senior Supervising Engineer Structures Lead

[wsp_RGB three4]

Direct: +1 860 815 0260 Mobile: +1 860 966 2262 Email: thomas.laliberte@wsp.com<mailto:thomas.laliberte@wsp.com> Please note my email address has changed.

WSP USA

500 Winding Brook Drive Glastonbury, CT 06033

wsp.com<http://www.wsp-pb.com/usa>

WSP | Parsons Brinckerhoff is now WSP.

From: Hurley, William [mailto:WHurley@fairfieldct.org] Sent: Friday, March 16, 2018 2:03 PM To: Laliberte, Thomas R. <Thomas.Laliberte@wsp.com<mailto:Thomas.Laliberte@wsp.com>>> Cc: Moretti, Anthony A <Anthony.Moretti@wsp.com<mailto:Anthony.Moretti@wsp.com>>; Greene, Jodi <Jodi.Greene@wsp.com<mailto:Jodi.Greene@wsp.com>>; George, Steven D. <Steven.George@wsp.com<mailto:Steven.George@wsp.com>>; Melo, Gustavo M (Gustavo.Melo@ct.gov<mailto:Gustavo.Melo@ct.gov>) <Gustavo.Melo@ct.gov<mailto:Gustavo.Melo@ct.gov<>>; Perkoski, Chad (CPerkoski@blcompanies.com<mailto:CPerkoski@blcompanies.com>) <CPerkoski@blcompanies.com<mailto:CPerkoski@blcompanies.com>) <tbourgeois@Blcompanies.com<mailto:tbourgeois@Blcompanies.com>) <tbourgeois@Blcompanies.com<mailto:tbourgeois@Blcompanies.com>> Subject: FW: Duck Farm Br 04953 Fee Proposal---

Tom, please see comments below ....

The overall total man-hours negotiated of 2484hrs is acceptable but the Department takes exception to the distribution of hour amongst the WSP staff (see attached). WSP is proposing using a Project Manager and a Supervising Engineering on this project. A project manager and supervising engineering effectively perform the same task and the use of both on a small bridge replacement project is not needed. The Department would advise the Town to request WSP to revise their man-hour distribution and resubmit there proposal with the below distribution percent.

WSP Man-hour distribution :

	% Design Hours	Typical % Design Hours (small bridge replacement)
Project Manager	7.49%	5-10%
Supervising Engineer	18.20%	Not Required on a FLBP project
Lead Engineer	7.97%	10-15%
Senior Engineer	12.48%	25-30%
Engineer 2 & 1/CADD	39.29%/14.57%	30-40%

Please revise your man hour distributions to the recommended ranges. Please explain any overages....Thanks, Bill

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

## A RESOLUTION APPROPRIATING \$866,818 FOR THE COSTS ASSOCIATED WITH THE ACQUISITION AND INSTALLATION OF A TOWN-WIDE TELEPHONE SYSTEM 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 Eight Hundred Sixty-six Thousand Eight Hundred Eighteen and 00/100 (\$866,818.00) Dollars to fund costs associated with the acquisition and installation of a new Town-wide telephone system including features and enhancements, initial operating costs, contingencies costs, planning, design consultation and other professional fees, and financing costs (collectively, 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 Eight Hundred Sixty-six Thousand Eight Hundred Eighteen and 00/100 (\$866,818.00) 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.
- The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby 3. appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time

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

- 4. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing agreement, standby marketing agreements, bond purchase agreement, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
- 5. The bonds may be designated "Public Improvement Bonds," 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 ten (10) 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 ten (10) 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 semiannually 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 Fairfield, Connecticut 06824

To:	Robert Mayer, Chief Fiscal Officer
From:	Peter Berry, Stonehouse Technology Consultants Nancy Byrnes, Director of Technology, Board of Education Gerald Foley, Purchasing Director, Town David Kelley, IT Director, Town
Date:	March 9, 2018

Re: Recommendation for replacement town-wide telephone system

In January 2016, the Town initiated a project to evaluate its aging telephone system. With the assistance of Stonehouse Technology Consultants, a needs assessment was performed, and an RFP was developed and distributed through the Purchasing Department's normal procedures and channels. Vendors were invited to propose different technical and financial strategies to meet the RFP specifications.

A team consisting of Town IT staff, Board of Education IT staff, Town Purchasing Department staff, and Stonehouse Technology Consultants evaluated seventeen proposals in detail against the criteria that were identified in the RFP.

As a result, the team recommends that the Town pursue the Cisco Systems solution as proposed by Total Communications of East Hartford, CT.

Cisco is the global leader in the field of unified communications, and is the most highly rated vendor in Gartner Group's Magic Quadrant for Unified Communications. Total Communications is a Cisco Gold Certified Partner with top-level locally-based Cisco certified staff. Total Communications has deployed and services the same system in many neighboring Towns, including Trumbull, Westport, Norwalk, and Bridgeport, among numerous other municipalities in the State. Total Communications has a proven track record installing telephone systems in municipalities and school systems, seems to best understand the Town's requirements, and has provided a solid proposal. The attached 14 Point Summary provides a detailed description of our recommendation.

Director of Technology, Board of Education

Gerald J. Foley Purchasing Director, Town

David Kelley

IT Director, Town

Peter Berry

Stonehouse Technology Consultants



Fairfield & BOE Information Technology Telephone System – 14 Point Summary Non-recurring Capital Request

## Background

The Town of Fairfield and Fairfield Public Schools ("Town") currently utilize a one-thousand-line telephone system. The system consists of one or more small "key" systems installed in each Town building, connected to a larger telephone system (owned and operated by the local phone company in their central office) via traditional copper telephone lines. (Key systems add functionality to otherwise "ordinary" telephone lines, such as the ability to transfer calls, put calls on hold, allow 4-digit dialing, forward unanswered calls to a voicemail system, etc.) The Town's phone system is twenty three years old, and lacks what most would consider to be most "basic" functionality, such as Caller ID, or a message waiting light. The manufacturer of the system (Northern Telecom a.k.a. "Nortel") ceased operations in 2009, and the Town utilizes a third party maintainer to keep the system running on a "best effort" basis.

This proposal is to replace the Town's twenty three year old telephone system with a modern Voice over IP system.

## **Purpose and Justification**

The Town contracted the services of Stonehouse Technology Consultants (an independent telephone system consultant) to perform a needs assessment which resulted in a recommendation to replace the Town's phone system.

#### Purpose

The purpose of this proposal is to:

- Avoid the inevitable decline in reliability of the Town's phone system due to its advanced age, and lack of manufacturer support (due to bankruptcy)
- Benefit from features and functions that are not available with the current system

• Benefit from reduced monthly operating costs associated with maintaining the oldfashioned copper communication lines on which the current system relies by replacing the existing obsolete system with a modern digital Voice over IP system.

#### **Justification**

- The current telephone system, installed in 1995, has been in service for approximately 23 years. All components are manufacturer-discontinued as the manufacturer is no longer in business. All replacement handsets and replacement parts are used/refurbished. In time, replacement parts will no longer be available, reliability will become an issue, and the knowledgebase of qualified technicians to maintain the system will disappear. Maintenance by local vendors is provided on a "best effort" basis only.
- The voicemail system is also 23 years old, and its manufacturer is also defunct. The system has limited capacity (can only handle 16 simultaneous calls when fully functional), is of low reliability (a failure during Storm Sandy reduced its call handling capacity by 25% for several days until a remanufactured part could be sourced), and is maintained on a "best effort" basis by another local vendor. As the manufacturer is out of business, the system's software is not upgradable. The software was not designed to work after November 2015. (We have set the date back to 1990 to keep the system running.)
- The Town would benefit greatly from new features and functions that are not available on the existing telephone system, such as Caller ID, a voicemail message waiting light, and the integration of voicemail to email, as these features would help improve responsiveness to residents, parents, and guardians.
- The Town will be in a position to reduce and better control its telecommunications operating expenses. Costs for nearly 1,000 Centrex lines will be significantly reduced, and be replaced with less expensive and more flexible digital links to the public phone network. (With the current system, the Town must pay for a separate dedicated copper line for *every* phone number in Town.) Digital links allow the Town to consolidate the bulk of the Centrex lines into a smaller pool of connections that can be shared by all users. Only a small number of traditional copper lines would be needed at each building to provide "site survivability" in the event of a network outage, and for alarms and FAXs that often don't work well in a VoIP system.

Simple, day-to-day moves and changes can be completed by Town IT staff, and, in some cases, by the user, to reduce the cost of this work. (Currently, a typical move, add, or change, performed by a vendor, costs about \$220 per incident, typically \$5,000-\$10,000 per year.) In a modern VoIP telephone system, no rewiring is needed to move a phone and its number to a new location – just unplug the phone from its old location, and plug it in at its new location, and the phone number and configuration follow – no need to rewire or reprogram. More complex tasks, such as the reprogramming of a call distribution tree, upgrades to the system software, or the deployment of new applications will still require the support of the vendor.

## **Detailed Description of Proposal**

#### A Replacement Telephone System

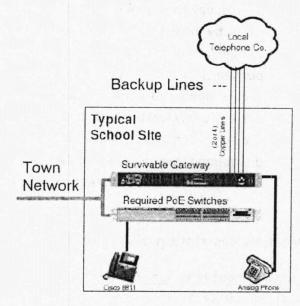
This proposal is to replace approximately 449 Town of Fairfield phones, and approximately 510 Fairfield Public Schools phones, and their associated "key" systems with a single, modern Voice over Internet Protocol (VoIP) telephone system, and to reduce the cost of monthly telephone service by exploiting the communication efficiencies of a new digital system. The Town's current phone system was installed in 1995, the manufacturer has been out of business for nearly ten years, the system lacks ordinary 21st century features, and is long overdue for an upgrade.

#### **Recommended System and Installer**

The recommended replacement telephone system is manufactured by Cisco Systems, the leading VoIP telephone system vendor in the world, and far and away Gartner Group's most highly rated vendor in its *Magic Quadrant for Unified Communications*, and is to be installed by Total Communications of East Hartford, a wholly owned subsidiary of Frontier Communications. The recommended system and installing vendor are the same as that of many of Fairfield's neighboring towns, including Trumbull, Westport, Norwalk, and Bridgeport. Total Communications has also installed this system in Hartford, West Hartford, and New Haven.

#### Site Survivability

The telephone system is designed to provide the benefits and cost efficiencies of a modern VoIP telephone system, while minimizing the technological risks associated with such systems. Of high importance to Fairfield is the resiliency of the system in the event of a technology outage. Traditional phone endpoints are wired via dedicated lines directly to, and rely on, a local phone carrier's central office for service. There are few points of potential failure between the phone device and the central office – generally, as long as the central office is functioning, the phones work. (Of course, there could be line

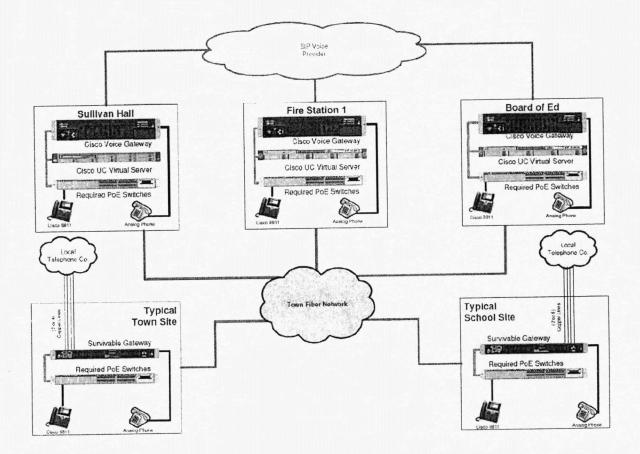


problems or telephone device failures from time to time, but these are relatively rare.) VoIP systems utilize an organization's computer data network for connectivity, sharing the network with computers and other devices. The eliminates the need for and expense of separate wiring for phones and computers. In the event of a data network outage (a technological risk), the Town wants the phones to continue to function, if at all possible. External network links (those that are "outdoors," connecting various Town sites together) are generally most susceptible to failure due to weather, cable cuts, downed trees, auto accident, etc. The Town requested that vendors provide some level of "site survivability" – the ability to maintain *some* minimal level of phone service in the event of such an outage. (At a minimum, a school or fire station should be able to make outbound calls, and ideally, receive inbound calls, even of the site is isolated from the Town network due to a wide area network outage.) Total Communications' Cisco VoIP telephone system solution provided the strongest site survivability design. Each site with VoIP phones will have a small, local telephone router with backup circuits to the local phone carrier which will provide a minimal level of phone service to the site until normal service is restored.

#### Fault Tolerance

The proposed telephone system has a high degree of fault tolerance built into the design, intended to ensure as much of the system will remain functional during times of stress (e.g., a storm, a cable cut, a network failure, etc.) as is possible. In a VoIP telephone system, call control, call distribution, and voicemail are handled by "Unified Communication Virtual Servers" (UC computer servers), and calls to and from the outside world are carried across digital circuits (not individual copper lines like traditional phones and the existing system). To ensure that an outage at one site in Town will not knock out the whole phone system, the system is designed with <u>three</u> UC computer servers to be located at three different locations in Town, along with <u>three</u> digital communication circuits – one to each of those server locations. Should any

location suffer an outage, the remaining servers and circuits at the remaining sites will pick up the load until service is restored at the failed site.



#### **Handsets**

The Town has standardized on a single model of Cisco telephone handset – a mid-range model with a monochrome display screen. Consideration had been given to a small-medium-large range of models, however, most phones were determined to be of the "medium" category (number of buttons, lines, etc.), and it is simpler and less costly to stock spares for a single model, and simplifies system configuration and management.



## **Reliability of Estimated Cost**

There are two components to the system cost:

- Capital Expense
  - To purchase, design, and install the equipment and software on which the system runs
- Operating Expense
  - The cost of the digital circuits and service over which phone calls travel to and from the outside world
  - The hardware and software maintenance costs for the system hardware and software (excluding the phones themselves the Town will maintain a stock of spare telephones, which is less expensive than paying maintenance on them through the vendor)
  - Service, system monitoring, and support from the installing vendor
  - An annual bank of "move/add/change" hours for configuration and change tasks not within the capabilities of Town IT departments

The Town has a quotation from the vendor for a <u>specific installation</u> based on information and estimates provided to vendors by the Town during the RFP process, valid for 180 days from December 18, 2017. This quotation may change as described later.

Quoted Price for Cisco Telephone System by Total Communication					
Capital Expense to Purchase, Design, Install System Year 1	615,495				
Operating Expenses Years 1 through 7	133,535				
Estimated Cost, Years 1 through 7, As Proposed					
Year 1	749,030				
Year 2	133,535				
Year 3	133,535				
Year 4	133,535				
Year 5	133,535				
Year 6	133,535				

#### Factors that will likely INCREASE the costs

Year 7

• "Truing-up" the estimates. The vendor has provided a quotation based on information provided by the Town during the RFP process. Some of the information was estimated. It is more likely that the Town *undercounted* than *overcounted* existing phone and lines. A component of the vendor's service is to inspect every telephone, interview every telephone user, and audit every phone location to determine an *exact* configuration. It is possible that this survey will move the costs upward (as described, in part, below).

133,535

Total 7 years 1,550,240

- Cabling There will be some additional cabling required to complete the installation.
   Specifically, there are some cases where cabling must be installed between the existing telephone system location/carrier demarcation point, and the network core in each building. There may also be individual instances of new cable runs to telephone set locations where, for example, there may be a phone, but no existing data circuit (e.g., a hallway phone with no computer nearby).
- Network enhancements These are costs that have been identified as a result of the network assessment performed earlier this year. The Town has/will separately undertake these improvements as necessary through separate procurement(s).
- Other contractor costs The new system will be integrated with other existing systems requiring the support of other vendors such as:
  - the Police call recording system,
  - o the Police NG9-1-1 system,
  - school intercom systems and other overhead paging systems,
  - disposal costs (if any) for the old telephone systems and handsets, and
  - and there may be reconfiguration services required of the Town's wide area network provider (ChimeNet).

Work performed by these vendors to complete the installation will be quoted to, approved by and billed directly to the Town. The selected vendor will be required to coordinate its activities with the providers of these ancillary systems to insure that they work as required.

- Contingency The Town's telecommunications consultant, Stonehouse Technology Consultants, recommends a contingency amount be allocated in addition to the specific costs identified above, to cover any unexpected costs such as any minor construction work, improvements to electrical service and the like.
- Ongoing operating costs to Frontier While most existing phone circuits will be discontinued as new VoIP traffic will be carried by just three new digital lines, the Town will need to maintain a limited number of legacy Centrex lines to support FAX machines, building alarms, and provide backup circuits for site-survivability. The exact number of such lines will be determined during the vendor's survey process.
- Options Telephone system vendors were asked to describe availability and pricing for various features often found on modern telephone systems, as well as providing phones for 1,000 classrooms in the schools:
  - Speech to Text transcription of voicemail messages into email (included in the quotation for 450 users):

\$7.50 per additional user per year

 Provide and install 1,000 phones in classrooms – using existing wiring and network ports (will also increase annual operating costs):

\$186,690 purchase/design/installation

• Mobility services – integrates cell phones with the system:

\$29.33 per user purchase + annual maintenance

Factors that will likely OFFSET some of the operating costs

Reductions in annual telephone system operating costs are anticipated as follows:

ltem	Change	Reduction (Annualized)
Monthly fees to support nearly 1,000 Centrex lines (most of which will be eliminated and replaced with three digital circuits)	Reduce \$170,000 by about 75% since most calls will be carried over three new digital lines	Approx. \$127,500
Quarterly fees to a system maintainer to maintain the existing system	Replaced/included in new system proposal's operating cost	\$25,000
Annual fees to maintain the existing voicemail system	Replaced/included in new system proposal's operating cost	\$7,200
Fees for "one-off" moves, adds, changes, rewires, repairs, etc.	Replaced/included in new system proposal's operating cost	\$10,000
The proposed digital communication lines to the public telephone network include large blocks of long distance minutes	Reducing or eliminating toll calling expenses	Approx. \$13,000
Estimated reduction of opera	\$182,700	
Quoted annual op	\$ <u>133,535</u>	
Estimated redu	ction of annual operating expense:	\$49,165

#### Current Telephone System Annual Operating Costs

## Efficiency/Productivity

Modern phone systems offer a number of enhancements compared to the Town's existing system, which can be closely compared to a 1970s model of operation. Although the Town's "Key systems" add a *small* amount of functionality to an otherwise ordinary 1970s desk phone:

- The Town pays for a *dedicated* copper telephone circuit for *every* phone extension in town (nearly 1,000 of them)
- The existing phones are essentially "dumb," with no Caller ID, no message waiting light, no voicemail button, no on-phone directory (users consult the Town's website, or a contacts folder, or a "cheat sheet" for phone numbers)

#### Modern phone systems

- Efficiently communicate with the *public* telephone network through lower cost digital circuits that are sized just large enough to support the maximum number of *simultaneous* calls to the outside world (approximately 150 circuits instead of 1,000); *in-Town* calls among Town phones are routed across the Town's data network and are not routed through the phone company
- Provide helpful features such as Caller ID
- Provide a message waiting light so users can know if there is a voicemail message waiting without having to pick up the phone and listen for a "stutter dial tone"
- Provide a voicemail button no more "calling" a voicemail server and entering a PIN to retrieve messages
- Integrate voicemail with email so that users can listen to and manage their voicemail messages from any Internet connected email device (including cell phones, tablets, and laptops)
- Provide desktop computer and mobile device apps that provide "presence" information (is the person at their computer?), number "twinning" between desktop phones and mobile phones (at extra cost), contact list dialing, etc.

## Additional Long-Range Costs

The VoIP RFP requested Total Cost of Ownership proposals over a seven-year period. Vendors quoted capital expenses, and on-going operational expenses over seven years. After seven years, maintenance and services costs *may* go up.

The Town will "self-insure" the telephone devices themselves by maintaining a stock of spares, and buy annual maintenance only on the relatively small number of more critical hardware components, and the system software. Generally, telephone devices have few moving parts and are considered to be highly reliable, particularly if they function past their one year warranties. However, should the devices fail in large numbers out of warranty due to a design defect, there could be higher than anticipated replacement costs in the long term. The risk of this occurring is thought to be very low, and even if it occurred, it would still be less costly to buy new devices as needed than to pay annual maintenance on them.

## Additional Use or Demand on Existing Facilities

VoIP telephone systems rely on an organization's existing computer data network to function. Although the "load" on the network is extremely low, as voice traffic requires very little network bandwidth, using the data network for voice traffic may increase the importance of maintaining network uptime near 100% due to the generally held expectation that telephones work, at least for a while, even when the network is down, or the power is out. This may increase the Town's need for off-hours support of the network.

The Town and Schools are currently working to enhance their networks to support the new system, and to install battery backup units in network closets to ensure that the system remains functional for at least 10 to 20 minutes after a power outage.

VoIP telephone support may add a small amount of work to existing Town helpdesks as phones are now part of the data network. In the rare event that a phone needs to be replaced, a helpdesk technician can do it with the help of a system administrator. More severe system problems would be directed to the maintaining system vendor.

#### **Alternates to this Request**

Several alternatives to this request have been considered. The Town prepared and widely distributed an RFP through the Purchasing Department's normal procedures and channels. Vendors were invited to propose different technical and financial strategies to meet the RFP specifications. The primary strategies under consideration were:

- A premise-based approach with system servers and survivable routers located in Town facilities, all connected to the Town's Wide Area Network creating a single system. The installing vendor would remotely monitor and manage the Town's system. Such systems typically have higher up-front costs (a capital acquisition to acquire and install the equipment), followed by lower ongoing long-term operating costs.
- A hosted or cloud-based approach with the "intelligence" of the system hosted at a vendor's data center and/or in the "cloud." Usually such solutions have a lower initial cost, with the cost of the telephone devices built into a "monthly rental" cost plus a monthly subscription cost to make the phones functional. This usually results in higher lifecycle costs overall.

• A "hybrid" solution in which some equipment is installed in Town facilities, and some is hosted by the vendor or in the cloud.

A total of 17 proposals from 16 vendors were received in May 2017. Through the summer, Town and BOE IT staff, Town Purchasing, and Stonehouse Technologies Consulting reviewed the proposals in detail. Several meetings and teleconferences were held to discuss and clarify the proposals. The team scored the proposals based on evaluation criteria identified in the RFP, ultimately narrowing the field to the four proposals that most closely met the Town's requirements. These vendors were invited to interview with the team in late September. More detailed questions were presented to the vendors to obtain final clarifications and obtain best-and-final pricing.

The team ultimately arrived at the same conclusion and vendor as many of Fairfield's neighboring towns (Trumbull, Westport, Norwalk, and Bridgeport): A Cisco phone system as proposed by Total Communications of East Hartford, a wholly owned subsidiary of Frontier.

# See ATTACHMENT "Recommendation from Stonehouse Technology Consultants" for a more detailed discussion of the vendors and systems considered.

The primary reasons for selecting this system and vendor are:

 Cisco is ranked as the global industry leader in the field of unified communications. The Gartner Group, recognized by most telecom professionals as the most well respected source of industry research and advisory services, publishes its "Magic Quadrant" which ranks the major system manufacturers, annually. The 2017 Magic Quadrant is shown below, and identifies Cisco as the clear front-runner in unified communications.



Cisco has held this preeminent position for many years, and in fact its position improved in relation to other manufacturers in the 2017 Gartner rankings. Cisco's position in the unified communications industry is further demonstrated by the fact that the Town received four proposals for a Cisco solution in response to the RFP.

- 2. Cisco has a much larger footprint in the broader information technology space than other vendors submitting proposals, including industry leadership positions in enterprise networking, network security, collaboration, and data center design and virtualization. This is of particular importance for the Town, since the new telecommunications system will operate across the Town's enterprise network. (Note that the Town's existing WAN is a Cisco-based network.) Any maintenance or new installations will require both voice communications and enterprise networking expertise. We believe that Cisco, and Total Communications as a Cisco Gold Certified Partner are well positioned to provide this level of expertise and experience.
- 3. Total Communications is a Cisco[®] Gold Certified Partner with dozens of top-level Cisco technical certifications among their local Connecticut-based staff. Total Communications has significant locally-based technical resources to complete the installation and provide the necessary post-cutover support over the life of the system. Total's System Engineer for this project is a Cisco Certified Internetworking Expert (CCIE), the gold standard of industry certifications.
- 4. Total Communications has deployed and currently services many other Connecticut government and K12 entities using the same Cisco unified communications system proposed for Fairfield, including:
  - Town of Trumbull and Trumbull Public Schools (approximately 1,000 users)
  - Town of Meriden
  - Town of Westport and Westport Public Schools (3,100 users)
  - City of Norwalk and Norwalk Public Schools (3,000 users)
  - City of Hartford and Hartford Public Schools (8,000 users)
  - Town of West Hartford and West Hartford Public Schools (3,000 users)
  - City of Bridgeport and Bridgeport Public Schools (5,000 users)
  - New Haven Public Schools (3,500 users)
  - Achievement First charter school network (3,600 users)

Total Communications has a proven track record installing telephone systems in municipalities and school systems, seems to best understand the Town's requirements, and has provided a solid proposal.

- One of the critical features discussed with vendors throughout the process is the need for "site survivability," the ability for the telephone services in a single building (i.e., a school or a fire station) to remain operational in the event that the building becomes isolated from the Town network. All vendors were required to detail their proposed solution to this requirement. Total is the only vendor that appeared to understand the need and, when asked, immediately offered a viable solution.
- Although the Town asked vendors to provide a seven year cost of ownership in their proposals, the Town expects to refresh hardware as necessary and continue to operate the system for a much greater period of time. (We do not plan to "rip out and replace" the system with another.) The system manufacturer's (Cisco) dominance in the market will help ensure that the Town can maintain the system for an extended period of time.

#### Safety and Loss Control

None.

#### **Environmental Considerations**

None.

#### Insurance

No effect identified. Contractors would be required to carry insurance.

#### Financing

The estimated first year cost of the system (including the first year's operating expense) is estimated at approximately \$750,000. The Team expects that this cost will be somewhat higher as more detailed surveys and a more refined telephone count is determined near the beginning of the project. Some of this increase may be offset by the somewhat lower operating costs of the new system as compared to the old system. The team recommends planning a contingency of about **15%** due to the complexity of the project.

## **Other Considerations**

None.

## **Other Approvals**

Board of Selectmen Board of Finance RTM

## Attachments

Attached:

Recommendation from Stonehouse Technology Consultants

#### ATTACHMENT – Recommendation from Stonehouse Technology Consultants

## SUMMARY OF UNIFIED COMMUNICATIONS SYSTEM PROJECT AND RECOMMENDATION FOR AWARD STONEHOUSE TECHNOLOGY CONSULTANTS DECEMBER 2017

In January 2016, The Town of Fairfield (unless otherwise specified, the term "Town" refers to all Town and Board of Education facilities) initiated a project to evaluate its aging telephone systems and services. The existing systems served the Town well for approximately 20 years. However, given the system's age, reliability, cost and lack of modern telecommunications capabilities, the Town determined that the time is right to undertake an assessment of the Town's needs for a new system.

The Town asked Stonehouse Technology Consultants (STC) to assist with the evaluation, and to recommend a course of action to replace the system. During the winter of 2016, the Town and STC worked closely to verify the existing environment and identify the Town's requirements for the new system.

The evaluation resulted in a needs assessment document that identified existing conditions and recommended the replacement of the current system. Justification for the recommendation are laid out in detail in the needs assessment document, and are summarized as follows:

- The current system has been in service for approximately 20 years. All components are manufacture-discontinued, and, in fact, the manufacturers are no longer in business. Any new handsets or replacement parts are refurbished. In time, replacement parts will no longer be available, reliability will become an issue, and the knowledge base of qualified technicians will dry up. Maintenance on components owned by the Town by local vendors is provided on a "best effort" basis only.
- The Town will benefit greatly from new features and functions that are not available on the existing system. The new system will utilize <u>Voice over Internet Protocol (VoIP)</u> technology. Simply stated, this means that the new system will operate over the Town's existing IP-based wide area network (WAN – the Town's fiber optic network that connects most Town facilities), and IP-based local area networks (LAN's) that currently operate within each Town facility. In addition, the new system will integrate with other existing and future Town applications to result in an enhanced communications experience for users and the public.
- The Town will be in a position to reduce and better control its telecommunications
  operating expenses. Costs for nearly 1,000 Centrex lines will be eliminated, and be
  replaced with less expensive and more flexible Session Initiation Protocol (SIP) trunks.
  SIP allows the Town to consolidate the bulk of the Centrex lines into a smaller pool that
  can be shared by all users. In addition, simple, day-to-day moves, changes and feature

reconfigurations can be completed by Town staff, and, in some cases, by the user, to reduce the cost of this work. More complex orders such as the relocation of an entire department, or the deployment of new applications will still require the support of an outside vendor.

Upon acceptance of the needs assessment report, the process of preparing a procurement document (RFP) was undertaken. The RFP was widely distributed through the Purchasing Department's normal procedures and channels. Vendors were invited to propose different technical and financial strategies to meet the RFP specifications. The primary strategies under consideration were:

- A premise-based approach with system servers located at key Town facilities, and "survivable" routers at other facilities; all connected by the Town WAN, creating a single system. The premise-based approach involves a capital acquisition of the equipment, followed by annual service agreements to maintain the system and provide necessary software updates to keep the system current. This typically results in higher up-front costs and lower long term operating costs.
- A hosted/cloud-based approach with servers and other "back room" equipment located off-site at the vendor's facility (typically a hardened data center), with multiple high bandwidth links from the vendor to Town facilities. The hosted approach involves a lower initial cost, with ongoing monthly service costs for the rental, maintenance and support of the system throughout its life cycle. This usually results in higher life cycle costs for a hosted solution.
- A hybrid approach in which necessary components are located both at the vendor's facility and Town sites.

As noted, the new system will operate over the Town's wide and local area networks. One of the recommendations from the needs assessment was that an analysis be performed to determine whether the networks would support the addition of a VoIP system. This is a critical step, since the proper performance of the network is essential to the operation of the new system. If the networks do not have adequate capacity, or do not possess services such as Power over Ethernet (PoE) or Quality of Service (QoS), then the new telephone system will not perform to the Town's expectations. This would present itself in the form of poor quality voice, inability to initiate calls, dropped calls and the like. In addition, adding voice to an already congested network could negatively affect the other services on the network, including email, web browsing, GIS, HR and financial applications, etc.

The Town opted to have an independent assessment of its network completed. A separate procurement for this service was conducted. The assessment was completed by Network Synergy in March 2017. The results were made known to the vendors bidding on the new

telephone system in the form of an RFP addendum. The recommendations from this assessment have been/are being implemented separately by the Town.

Proposals were received in May 2017. A total of 17 proposals were submitted from the following vendors:

Arrow Systems Integration	Jive Communications	
AT&T	Lightpath	
CDWG	Mitel Cloud Services	
DSCI	NWN	
Forerunner	Presidio	
Frontier Communications	Ring Central	
Harbor Networks	Telserv (2)	
Hi-Link	Total Communications	

Over the proceeding weeks, Town and BoE IT staff, Town Purchasing staff and STC reviewed the proposals in detail. Several meetings and teleconferences were held to discuss and clarify the proposals. In August, the team met to score the proposals and develop a short list of vendors for further consideration. Scoring was performed based on the evaluation criteria that were identified in the RFP. (See Attachment 2 for the initial scoring matrix.) The vendors that scored highest were shortlisted for further consideration. They are:

Vendor	System/Manufacturer Proposed	
Frontier Communications Corporation (incumbent Centrex provider)	Mitel MiVoice	
NWN	Cisco (hosted/cloud-based)	
Presidio Networked Solutions Group	Cisco (hosted/cloud-based)	
Telserv (incumbent maintenance vendor)	IP Genie - (hosted and premise-based options)	
Total Communications	Cisco (premise-based)	

<u>Frontier Communications Corporation</u> – Frontier is a national telecommunications firm headquartered in Norwalk CT. They provide services to residential and business customers including local and long distance service, Internet service, satellite and fiber optic-based television service, and data and voice systems and equipment in 29 states including Connecticut.

Frontier is currently the provider of local dial tone (Centrex service), long distance services, DSL Internet and other point-to-point private line services for the Town of Fairfield.

Frontier proposed a premise-based Mitel solution for Fairfield, and offered reference clients including the City of Danbury and Danbury Public Schools, and a hosted version of the Mitel solution for the Watertown CT Public Schools.

<u>NWN Corporation</u> – NWN is a national IT services firm headquartered in Birmingham, Alabama. It provides information technology services to clients in state and local government, K12 and higher education and healthcare. Reference clients included Yale University, Wake County Public Schools in North Carolina, the City of Charlotte NC, and the State of Vermont.

NWN proposed a hosted, cloud-based Cisco solution for Fairfield.

<u>Presidio Networked Solutions Group</u> – Presidio provides IT services in the form of digital infrastructure solutions, cloud-based services and IT security solutions on a nationwide basis. It is headquartered in New York City, and has offices in several states, including locally in Glastonbury CT. Presidio offered references including the City of Albuquerque, City of Boston, City of Oklahoma City, and the Connecticut Board of Regents

Presidio proposed a hybrid (cloud and premise-based) Cisco solution.

<u>Telserv</u> – Telserv is a locally-based firm headquartered in Cromwell CT, providing voice and data solutions to businesses in Connecticut and throughout New England. Telserv is a Diamond Level Partner of Avaya Inc., traditionally a leader in VoIP and unified communications (although Avaya is currently in the process of emerging from bankruptcy). Telserv is Fairfield's existing service provider supporting and maintaining its Nortel telephone systems and Octel voice mail system.

Telserv proposed the IP Genie solution in both hosted and premise-based configurations. Many of its reference clients installed Avaya systems, with the Town of Farmington and Farmington Public Schools and the RHAM Middle/High School in Hebron CT as its IP Genie references.

<u>Total Communications</u> – Total was formed in 1980. After 35 years of operation, it was bought by, and is now a wholly owned subsidiary of Frontier Communications Corporation, representing Frontier's Cisco presence in the market. Based in East Hartford, Total provides telecommunications and information technology services including enterprise networking and network security, data center services and unified communications systems/services.

Total proposed a premise-based Cisco solution. See the list of Total's relevant Cisco unified communications projects on page 8.

A deeper dive was performed on these vendors, with team members developing a list of written questions to further clarify each proposal. Based on their written responses, and since there were 2 other Cisco proposals that were considered superior, NWN was eliminated from further consideration.

The remaining vendors were invited to interview with the team. The interviews were conducted in late September. Upon completion of the interviews, Telserv was eliminated. While Telserv is a current service provider to the Town, the proposed IP Genie system is unknown to any on the evaluation team. Initially, it was expected that Telserv would propose an Avaya system. Avaya has been one of the strongest players in the voice services and unified communications industry over the years. However, Avaya filed for bankruptcy protection under Chapter 11 in January 2017, and the team agreed that it would not be wise to pursue an Avaya solution under these circumstances. It now appears that Avaya may emerge from bankruptcy in the coming months, but its future remains unclear.

More detailed questions were presented to the remaining vendors to obtain final clarifications and obtain best-and-final pricing. Final pricing for the 3 finalists is provided on the attached spreadsheet "fairfieldfinalistcosts.xlsx". The costs shown on the spreadsheet reflect only the costs that will be incorporated into the contract with the selected vendor. There will be additional capital and operating costs that will be borne as part of the overall project, including:

- Cabling There will be some additional cabling required to complete the installation. Specifically, there are some cases where cabling must be installed between the existing telephone system location/carrier demarc and the network core in each building. There may also be individual instances of new cable runs to telephone set locations.
- Network enhancements These are costs that have been identified as a result of the network assessment performed earlier this year. The Town has/will separately undertake these improvements as necessary through separate procurement(s).
- Other contractor costs The new system may be integrated with other existing systems, including the Police call recording system, Police NG9-1-1 system, school intercom systems and other overhead paging systems, and the Town's wide area network provider (ChimeNet). Work performed by these vendors to complete the installation will be quoted to, approved by and billed directly to the Town. The selected vendor will be required to coordinate its activities with the providers of these ancillary systems to insure that they work as required.
- Unexpected contingency STC recommends a contingency amount be allocated in addition to the specific costs identified above, to cover any unexpected costs such as any minor construction work, improvements to electrical service and the like.
- Ongoing operating costs to Frontier While most carrier services will migrate to the new SIP trunks, the Town will maintain several legacy Centrex lines. These will serve as fax lines, alarm lines, and backup lines in case of the failure of the SIP trunks.

In addition to these direct costs, the new system will place some additional burden on the IT staffs. Today, while IT staffs have the responsibility for dealing with the phone system, there is no proactive management, performance monitoring or system administration done by the Town, and the level of effort expended by Town staff in the care of the phone system is

relatively small. When there is a need for new installations or repairs, the Town calls the vendor, and the vendor responds.

In the new system, telecommunications services will become part of the Town's larger information technology and communications strategy. The RFP requires that the selected vendor be responsible for the successful operation of the system, including maintenance, preventive maintenance, performance monitoring, troubleshooting, software updates and general system administration. The intention is for the vendor to provide "cradle-to-grave" support for the system, minimizing the amount of Town IT resources required. However, since the system will run over the Town networks, telephone service will become another application to be managed by IT, no different than email, HR and financial applications, GIS, and the like.

#### Recommendation

STC recommends that the Town pursue the Cisco solution as proposed by Total Communications. Highlights of the system as proposed include:

- System servers located at three primary Town sites to support redundancy and resiliency. Any of the three servers will be capable of supporting the entire Town system in cases of component or network failures.
- Gateways located at every other Town building to provide individual site survivability and basic telephone service at all buildings, in the highly unlikely event that all three servers go offline, or if a single site becomes isolated due to a fiber cut or network failure.
- SIP trunking services with dedicated fiber optic infrastructure to the three primary sites. Each of the three sites will receive three separate 10MBPS circuits to support SIP trunks, MPLS networking in case on a failure at any of the three sites, and general Internet access. This design is far superior to the SIP proposals received from all other vendors.
- Unified messaging, which forwards voice mail messages to users' email inbox, either by sending the voice file (.wav file) as an attachment to an email, or by electronically transcribing the voice message into written format (speech-to-text).
- Approximately 1,000 IP telephone sets to replace all of the existing Nortel phones.
- Cisco Emergency Responder, which allows for detailed location information (i.e., Ludlowe High School, 2nd floor, room 225) to be sent to 9-1-1 call takers when anyone in the system dials 9-1-1.
- Professional services to design and configure the system, develop the necessary databases
- Coordination with other vendors/contractors including Frontier (carrier services), AT&T (NG9-1-1 integration), Business Electronics Inc. (Police call recording system integration), ITS (overhead paging systems integration), and ChimeNet (wide area network)

• Maintenance, software upgrades, performance monitoring and support over the life of the system

The primary reasons for this recommendation are:

 Cisco is ranked as the global industry leader in the field of unified communications. The Gartner Group, recognized by most telecom professionals as the most well respected source of industry research and advisory services, publishes its "Magic Quadrant" which ranks the major system manufacturers, annually. The 2017 Magic Quadrant is shown below, and identifies Cisco as the clear front-runner in unified communications.

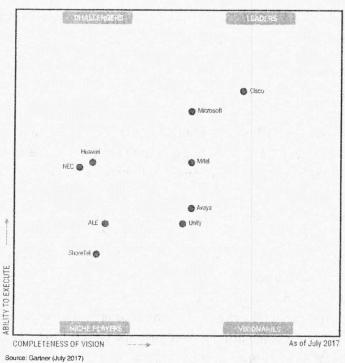


Figure 1. Magic Quadrant for Unified Communications

Cisco has held this most prominent position for many years, and in fact its position improved in relation to other manufacturers in the 2017 Gartner rankings. Cisco's position in the unified communications industry is further demonstrated by the fact that the Town received four proposals for a Cisco solution in response to the RFP.

2. Cisco has a much larger footprint in the broader information technology space than other vendors submitting proposals, including industry leadership positions in enterprise networking, network security, collaboration, and data center design and virtualization. This is of particular importance for the Town, since the new telecommunications system will operate across the Town's enterprise network.

(Note that the Town's existing WAN is a Cisco-based network.) Any maintenance or new installations will require both voice communications and enterprise networking expertise. We believe that Cisco is the only manufacturer that can provide this level of expertise and experience.

- 3. Total Communications is a Cisco[®] Gold Certified Partner with dozens of top-level Cisco technical certifications among their local Connecticut-based staff. Total Communications has significant locally-based technical resources to complete the installation and provide the necessary post-cutover support over the life of the system. Total's System Engineer for this project is a Cisco Certified Internetworking Expert (CCIE), the gold standard of industry certifications
- 4. Total Communications has deployed and currently services many other Connecticut government and K12 entities using the same Cisco unified communications system proposed for Fairfield, including:
  - Town of Trumbull and Trumbull Public Schools (approximately 1,000 users)
  - Town of Meriden
  - Town of Westport and Westport Public Schools (3,100 users)
  - City of Norwalk and Norwalk Public Schools (3,000 users)
  - City of Hartford and Hartford Public Schools (8,000 users)
  - Town of West Hartford and West Hartford Public Schools (3,000 users)
  - City of Bridgeport and Bridgeport Public Schools (5,000 users)
  - New Haven Public Schools (3,500 users)
  - Achievement First charter school network (3,600 users)
- 5. One of the critical features discussed with vendors throughout the process is the need for "site survivability," the ability for the telephone services in a single building (i.e., a school or a fire station) to remain operational in the event that the building becomes isolated from the Town network. All vendors were required to detail their proposed solution to this requirement. Total is the only vendor that appeared to understand the need and, when asked, immediately offered a viable solution.

Presidio, another finalist, also proposed a Cisco solution (a hosted version), and the consensus is that Presidio could also successfully complete the project and support its solution well. They have equally solid Cisco credentials and certifications nationwide, but relatively little local experience based on the references provided, as compared to Total. STC did not recommend Presidio because:

- They are substantially more expensive over the system life cycle. There is nothing in Presidio's proposal that would, in the opinion of STC, warrant paying the additional costs.
- They are unable/unwilling to provide a detailed component listing that would allow us to compare their technical solution to that of Total Communications in any detail.
- Their proposal contained some "red flags" that raised concerns. First, they proposed to ship all 1,000 telephone sets to the Town, to be unboxed, transported to the correct site, installed and tested by Town IT staff. Later, they stated that they do not provide "proactive management/monitoring, carrier coordination and end user help desk

support," all elements of what we would expect to see included in a true hosted solution. These items raise concerns about Presidio's approach to the installation and post-installation support.

As mentioned, Total is now a wholly owned subsidiary of Frontier Communications. Frontier's acquisition of Total occurred approximately 2 years ago. It has been our understanding that the purpose of the acquisition was to give Frontier a significant Cisco "presence" which it had not previously enjoyed.

To date, all indications are that Total continues to operate mostly independently and with a high degree of autonomy from Frontier. STC's recommendation is based on these indications, and on the commitments made in Total's proposal, specifically including the assignment of its Project Manager and its lead System Engineer. The proposed project manager is certified as a Project Management Professional (PMP) by the Project Management Institute, and the System Engineer is a CCIE. This project implementation team successfully completed all of the municipal and K12 projects listed above as Total's reference clients, and the Town should require that these resources continue to be assigned to this engagement. STC recommends that contractual language be developed to ensure that these and all other relevant commitments made in Total's proposal be maintained. In the future, should the assimilation of Total into Frontier's operation become an issue, the Town has the option of obtaining support and maintenance services from several local Cisco partners other than Total.

### **Article III:** Tax Relief for Elderly and Disabled Homeowners [Adopted 9-20-1982; amended in its entirety 9-23-2013]

The Town of Fairfield hereby enacts a tax relief program for elderly homeowners or permanently and totally disabled homeowners pursuant to Section 12-129n of the Connecticut General Statutes for eligible residents of the Town of Fairfield on the terms and conditions provided herein. This article is enacted for the purpose of assisting elderly or permanently disabled homeowners with a portion of the costs of property taxation. This program shall become effective for the assessment year commencing October 1, 2012.

#### § 95-8 Conditions for eligibility.

#### <u>A.</u>

Any person who owns real property in the Town of Fairfield or is liable for payment of taxes thereon pursuant to Section 12-48 of the Connecticut General Statutes and who occupies said real property as a residence and fulfills the following eligibility requirements shall be entitled to tax relief on the Grand List immediately preceding the application period provided for in § <u>95-9</u> below. The reference to "person" pursuant to this subsection shall hereinafter mean either "applicant" or "recipient."

#### <u>B.</u>

After the applicant's claim has been filed and approved, such applicant shall be required to file such an application biannually. All persons receiving Town tax relief under the article on the October 1, 2011, Grand List shall refile for such tax relief for October 1, 2012, and biennially thereafter based on the year of the initial claim. If a tax payer's initial year of filing was for an odd-numbered grand list year, refiling will occur for an odd-numbered Grand List year. If a tax payer's initial year of filing was for an even-numbered Grand List year, refiling will occur for an even-numbered grand list year."

#### <u>C.</u>

The applicant shall be entitled to tax relief if all the following conditions are met: (1)

#### (1)

Such applicant (or a spouse domiciled with such applicant) has attained age 65 or over at the end of the preceding calendar year or is 60 years of age or over and the surviving spouse of a taxpayer qualified for tax relief under this program at the time of his or her death; or has not attained the age of 65 years and is eligible in accordance with the federal regulations to receive permanent total disability benefits under social security or has not been engaged in employment covered by social security and accordingly has not qualified for benefits thereunder, but has qualified for permanent total disability benefits under any federal, state or local government retirement or disability plan, including the Railroad Retirement Act and any teacher's retirement plan in which requirements with respect to qualifications for such permanent total disability benefits are comparable to such requirements under social security.

#### (2)

Such applicant shall have been a taxpayer of the Town of Fairfield and have paid taxes for a period of one year immediately prior to his or her receipt of tax benefits under this article at least one year as of October 1st of the current Grand List year.

(3)

The property for which the benefit is claimed is the legal residence of such applicant and is occupied more than  $\frac{265}{183}$  days of each year by such applicant. (4)

## Such applicant(s) shall have applied for property tax relief under any state statutes applicable to persons 65 and over and the permanently and totally disabled for which he or she is eligible. If such applicant has not applied for tax relief under any state statutes because he or she is not eligible, he or she shall so certify by filing on a form acceptable to the Assessor an affidavit attesting to his or her inability.

#### (5)

Such persons shall have individually, if unmarried, or jointly, if married, qualifying income in an amount not to exceed limits described below for each program for the tax year ending immediately preceding the application for tax relief benefits. "Qualifying income" is defined as adjusted gross income, as defined in the Internal Revenue Code of 1986, as may be amended from time to time, plus the nontaxable portion of any social security benefits, railroad retirement benefits, any tax shelter losses, income from other tax-exempt retirements and annuity sources and income from tax-exempt bonds and any other income not includable in adjusted gross income. Unreimbursed gross medical and dental expenses (qualifying as and included on a federal income tax return of the calendar year immediately preceding the year of application as an itemized deduction before application of the 7.5% or other limitation) of such person and the spouse are deductible from their income in arriving at qualifying income to the extent such expenses exceed 30% of their qualifying income determined before this medical deduction. (6)

Such person shall have applied or reapplied in person to the Assessor for the within tax relief during the application period established in §  $\underline{95-9}$  below.

#### (7)

Benefits granted under this article shall be prorated by the office of the Assessor in the event of the sale or transfer of the affected real estate or the death of the applicant and the surviving spouse, if applicable.

#### (8)

The taxpayer shall not be delinquent in payment of real property taxes, personal property taxes, motor vehicle taxes, sewer use charges, or sewer assessments for any period extending back more than one year immediately preceding the date of his application.

# Any applicant and spouse who qualify for property tax relief under this article shall have a qualifying total asset value (QTAV) not exceeding \$650,000. Qualifying total asset value shall consist of any and all assets of the applicant and spouse as of the date of application but shall specifically exclude the value of the applicant's primary legal residence and all tangible personal property contained therein. Each applicant to whom QTAV applies shall make a sworn statement in a form satisfactory to the Assessor that such applicant's QTAV does not exceed \$650,000. D.

A married homeowner whose spouse is a resident of a health-care facility or nursing home in Connecticut that is receiving payment related to such spouse under Title XIX (Medicaid) need not declare the spouse's social security income. Proof that the spouse is in a facility must be provided, including the period of time said spouse was in the facility, the time that Title XIX commenced, and the name and address of the facility. The statement of proof must be on the facility's letterhead and signed by the administrator or other official of the facility.

#### § 95-9 Application.

In order to be entitled to the tax relief provided herein, an application must be filed with the Assessor not earlier than February 1 and not later than May 15 next-preceding the fiscal year in which the tax is payable.

<u>A.</u>

Any eligible taxpayer, or his/her authorized agent, shall file applications for tax relief and tax deferral under this chapter with the Town of Fairfield Assessor, any time from the first of February to the 15th day of May, prior to the commencement of the tax year for which tax relief is claimed, on a form or forms prescribed and furnished by the Town of Fairfield. In making such application, the taxpayer shall present to the Assessor, in substantiation of his/her application, a copy of his/her federal income tax return for the calendar year immediately preceding the year of application, a copy of the Social Security Act Administration Form 1099, or, if not required to file a return, such other evidence of qualifying income which the Assessor may reasonably require to establish compliance with the income qualifications provided in § <u>95-15</u> of this article. The applicant, or his/her authorized agent, shall sign a sworn affidavit in the presence of the Assessor affirming the accuracy of the statements in the application.

When the Assessor is satisfied that the applying taxpayer qualifies under this article, he/she shall compute the amount of such tax relief and tax deferral and cause certificates of tax credit and tax deferral to be issued in such form as to permit the Tax Collector to reduce the amount of tax levied against the taxpayer and make proper record thereof, and a copy thereof shall be delivered to the applicant. Neither the Assessor nor the Tax Collector shall unreasonably withhold the issuance of such a tax credit and tax deferral to a properly qualifying taxpayer. The tax credit shall be applied to the tax payments.

#### <u>C.</u>

Affidavits or applications or other documents presented in support of the application for tax relief or tax deferral shall not be open for public inspection and shall not be disclosed except in connection with claims of fraud.

#### <u>D.</u>

An eligible taxpayer may make his/her application for tax relief or tax deferral to the Assessor up until August 15th of the claim year if approved for extension by the Assessor. The Assessor may grant such extension in the case of extenuating circumstance due to illness or incapacitation as evidenced by a [physician's] certificate signed by a physician or an advanced practice registered nurse, or if the Assessor determines there is good cause for doing so. Reference Public Act 12-197 amending 12-170w of the Connecticut General Statutes.

#### § 95-10 Amount of tax relief per person limited.

No property tax relief provided for any person shall exceed in the aggregate 75% of the tax which would, except for the benefits provided by state statutes and the within program(s), be laid against such person.

#### § 95-11 Amount of relief granted through program limited.

The total of all relief granted under the provisions of these programs shall not exceed an amount equal to 2.5% of the total real property tax levied in Fairfield in the preceding fiscal year. The total amount that can be deferred under  $\frac{95-15B}{5}$  is limited to a maximum of \$500,000 in any tax year. In the event that either foregoing limitation on relief is reached, relief shall be prorated among qualified applicants.

#### § 95-12 Relief per parcel of property limited to eligible persons.

Only one tax relief benefit shall be allowed for each parcel of real property eligible for tax relief under the within programs. In the event that title to real property is recorded in the name of the taxpayer or his or her spouse who are eligible for tax relief and any other person or persons, the tax relief under the within programs shall be prorated to allow a tax relief benefit equivalent to the fractional share in the property of such taxpayer or spouse, and the person or persons not eligible shall not receive any tax relief.

#### § 95-13 Effect on other benefits.

The tax relief provided to any person under the within programs shall not disqualify such person with respect to any benefits for which such person is eligible under any state statute, and any tax relief provided under the within article shall be in addition to any such benefits.

#### § 95-14 Partial waiver of lien rights.

The Town of Fairfield hereby waives any lien rights given to it by Section 12-129n of the Connecticut General Statutes with respect to the tax freeze and tax credit programs but will exercise such rights as provided below with respect to the tax deferral program.

#### <u>§ 95-15 Tax relief programs.</u>

An applicant may not apply, in any assessment year, for more than one of the following Town tax relief programs:

#### <u>A.</u>

Tax freeze. Any taxpayer meeting the eligibility requirements of § <u>95-8</u> and having qualifying income not exceeding \$50,600 may elect to apply for a freeze under which such taxpayer shall pay the gross tax levied on applicable property, calculated for the first year the application is granted (the "freeze amount") and shall be entitled to continue to pay no more than the freeze amount for each subsequent year in which the taxpayer, or his surviving spouse, continues to meet such qualifications, subject to the following:

#### (1)

In the event that the applicant shall make improvements to his property resulting in an increase in his assessment, an amount calculated by multiplying the increase in the taxpayer's assessment attributable to the improvement by the mill rate in effect in the year such reassessment takes place shall be added to the freeze amount then applicable to obtain a revised freeze amount which will be the freeze amount for subsequent assessment years; (2)

The applicant or his or her spouse must be at least 65 years of age at the time of such application;

#### (3)

Relief under this tax freeze is limited to not more than six consecutive years (not including the initial year that is used as the year to determine the freeze amount). Should the applicant choose to apply for the tax deferral program, described below, in the year following the last year of tax freeze eligibility, the freeze amount shall be used as the deferral base under that program; (4)

An applicant and/or his or her spouse may only receive tax relief under the tax freeze program once during his or her life with an individual also being deemed to have received such tax relief under the tax freeze program if their spouse received such benefits while they were married; (5)

The qualifying income threshold of \$50,600 for the tax freeze program indicated in 95-15A above shall be adjusted in the same manner as described in 95-15C(2) with respect to the tax credit program; and

#### (6)

If a decrease in the mill rate lowers the normal tax bill below the original frozen tax level, the applicant will pay the normal tax. When the normal tax bill exceeds the original frozen tax bill, the applicant will pay his original frozen tax bill. The counting of the six-year period specified in  $\frac{95-15A(3)}{2}$  shall be suspended during the period in which the applicant pays the normal tax.

#### <u>B.</u>

Tax deferral. Any taxpayer age 75 or older at the end of the preceding calendar year and meeting the eligibility requirements of § 95-8 and having qualifying income not exceeding \$80,000 may elect to apply for a deferral of up to 50% of the gross tax levied on applicable property each year in which the taxpayer, or his surviving spouse, continues to meet such eligibility requirements, subject to the following:

#### <u>(1)</u>

The recipient shall enter into a written agreement with the Town providing for reimbursement, which shall be recorded in the land records of the Town and shall constitute a lien on the property payable upon death or conveyance.

#### (2)

All benefits shall be reimbursed to the Town upon the death of the recipient, unless the recipient's surviving spouse applies for benefits under this program and also qualifies under §  $\underline{95}$ -8, or conveyance of the real property subject to taxation.

#### (3)

All benefits shall be subject to an interest charge at the greater of the annual percentage rate of 3% or the rate on ten-year United States Treasury Notes. The rate for the purposes of this subsection shall be set by the Chief Fiscal Officer of the Town of Fairfield on January 31 in each calendar year or, if such day is a day on which the fiscal office of the Town of Fairfield is not open, on the next prior day on which it is open. Such rate shall be effective for the following year. Such interest shall be simple interest, not compounded, and shall accrue from the date of deferral until the date of repayment.

#### (4)

Total deferments, including accrued interest, for all years shall not exceed 70% of the most recent assessed value of the real property.

#### (5)

The qualifying income threshold of \$80,000 for the tax deferral program indicated in §  $\underline{95-15B}$  above shall be adjusted in the same manner as described in §  $\underline{95-15C(2)}$  with respect to the tax credit program.

(6)

If a decrease in the mill rate lowers the normal tax bill below the original deferral base, the applicant will pay the normal tax. When the normal tax bill exceeds the original deferral base, the applicant will pay the original deferral base.

(7)

Taxpayers between the age 65 and 75 who had participated in the tax deferral option as of the 2012 Grand List may reapply for their original deferral base (deferring tax above that base), provided their qualifying income for the preceding year did not exceed \$80,000.

<u>C.</u>

Tax credit.

(1)

Any applicant meeting the eligibility requirements of § <u>95-8</u> and having qualifying income shown in the table below, adjusted annually as provided in Subsection <u>C(2)</u> below, shall be entitled to a tax credit of up to a maximum (as limited by § <u>95-10</u>) provided in the following table, effective for the assessment year beginning October 1, 2012, and for each assessment year thereafter:

#### **Qualifying Income**

Over	То		Tax Credit (percentage of tax due)	Cap (not to exceed)
\$0	\$16,700	67%		\$5,000
\$16,701	\$23,900	60%		\$4,500
\$23,901	\$29,500	50%		\$3,700
\$29,501	\$35,300	42%		\$3,500
\$35,301	\$43,400	33%		\$2,700
\$43,401	\$50,600	25%		\$2,000
\$50,601	\$70,000	15%		\$1,400

For prior credit option participants, tax credit will not be less than calculated for 2012/2013, based upon 2012/2013 qualification levels.

(2)

The amounts of qualifying income shown in the above table shall be adjusted annually in a uniform manner to reflect the annual inflation adjustment in social security income, with each adjustment of qualifying income determined to the nearest \$100. Each such adjustment shall be prepared by the Secretary of the Office of Policy and Management, State of Connecticut, in relation to the annual inflation adjustment in social security, if any, becoming effective at any time during the twelve-month period immediately preceding the first of October of each year, and shall be the amount of such adjustment which is distributed to the Assessor as of December 31 next following. Adjustments for any bracket of qualifying income not included in the adjustments made by the Secretary of the Office of Policy and Management shall be made by the Assessor by applying the same percentage used by the Secretary of the Office of Policy and Management in making its adjustments and with each adjustment of qualifying income determined to the nearest \$100.

#### § 95-15.1 Report by Assessor.

The Assessor shall report to the RTM every June on the tax relief program established under Article  $\underline{III}$  of Chapter <u>95</u>.

#### § 95-15.2 Severability.

In the event that any provision of §§ <u>95-7</u> through <u>95-15</u> of the Fairfield Town Code is found to be unlawful, only such unlawful provision shall be ineffective, and all other provisions shall remain in full force and effect.

#### § 95-15.3 When effective.

The amendments to \$ <u>95-7</u> through <u>95-15.2</u> shall become effective immediately after the period for subjecting them to a referendum has expired.

#### § 95-15.4 RTM Review Committee.

#### [Amended 2-23-2015]

At its first regularly scheduled meeting in January 20162020, the Representative Town Meeting shall convene a special committee to review Article <u>III</u> of Chapter <u>95</u>, Tax Relief for Elderly and Disabled Homeowners.

#### PROPOSED RESOLUTIONS APPROVING REVISED ORDINANCE REGARDING TAX ABATEMENT FOR LOW- OR MODERATE-INCOME HOUSING

WHEREAS: Pursuant to section 8-215 of the Connecticut General Statutes, any municipality may by ordinance provide for the abatement in part or in whole of real property taxes on any housing solely for low- or moderate-income persons or families and may by ordinance classify the property on which such housing is situated as property used for housing solely for low- or moderate-income persons or families; and

WHEREAS: Pursuant to Section 4.1 of the Charter of the Town of Fairfield the Representative Town Meeting may delegate its powers to any Town Board; and

WHEREAS: It is desirable that the Representative Town Meeting delegate to the Board of Selectmen the authority to enter into contracts to abate taxes on real property designated as low- or moderate-income; and

WHEREAS Chapter 95, Article I, Sections 95-1, 95-2, 95-3 and 95-4 of the Town of Fairfield Code of Ordinances deal with Tax Abatement for Church Housing for Fairfield, Inc., which ordinances are no longer needed as the property covered by said ordinance is no longer low- or moderate-income housing and therefore not subject to tax abatement.

NOW THEREFORE BE IT ORDAINED that Chapter 95, Article I, Sections 95-1, 95-2, 95-3 and 95-4 of the Town of Fairfield Code of Ordinances are repealed and the following substituted:

Chapter 95, Article I

#### §95-1. Definitions.

(A) "Low- or moderate-income housing" means housing, the construction or rehabilitation of which is financially subsidized, aided or assisted in any way, by federal or state statute, which housing is subject to regulation or supervision of rents, charges or sales prices and methods of operation by a governmental agency pursuant to a written agreement, contract or other written instrument with the Town as prescribed by §95-2 below that restricts occupancy of such housing to persons and/or families whose incomes do not exceed prescribed limits (each, a "Housing Agreement"), and shall be deemed to include the real property on which such housing is situated.

(B) "Owner" means a person or persons, partnership, joint venture, limited liability company, trust or corporation who or that has executed a Housing Agreement with the Town.

#### §95-2. Contracts for Abatement.

The First Selectman may, by resolution enacted by majority vote of the Board of Selectmen, enter into one or more Housing Agreements on behalf of the Town with an Owner granting abatement, in whole, or in part, of the real property taxes on such housing; provided, that such abatement need not be conditioned upon receipt of state reimbursement to the Town for such abatement; and provided, further that each such Housing Agreement shall require that the Owner apply the money equivalent of the taxes abated to one or more of the following specified purposes; (1) to reduce rents below the levels which would be achieved in the absence of abatement and to improve the quality and design of such housing; (2) to effect occupancy by persons and families of varying income levels, within limits determined by the Commissioner of Housing by regulation, or (3) to provide necessary related facilities or services in such housing. Such abatement shall be made pursuant to a Housing Agreement between the Town and the Owner of any such low- or moderate-income housing, which Housing Agreement shall provide the terms of such abatement, that funds equal to the amount of such abatement shall be used for any one or more of the purposes herein stated, and that such abatement shall terminate at any time when such housing is not used solely for low- or moderate-income persons or families. The amount of such abatement shall be established in each such Housing Agreement, giving due consideration to the purpose or purposes to which the money equivalent to the taxes so abated is to be applied.

#### §95-3. Procedure.

Any property owner desiring to have real property taxes abated pursuant to General Statutes §8-215 and the provisions of this Article may apply to the Tax Assessor, in accordance with rules and regulations promulgated by the Tax Assessor, for such abatement. The Tax Assessor shall investigate the circumstances regarding such real property and if the Tax Assessor finds that the property qualifies for tax abatement pursuant to General Statutes §8-215 and the provisions of this Article shall prepare a resolution regarding same and submit said resolution to the Board of Selectmen along with the recommendation of the Tax Assessor. Said Housing Agreement shall be considered by the Board of Selectmen in accordance with its procedures. The recommendation of the Tax Assessor shall be considered by the Board of Selectmen but shall not be binding upon said body.

#### §95-4. Term.

The abatement shall become effective on the date specified in the Housing Agreement between the Town and the Owner of low- or moderate-income housing. The terms of abatement shall extend for the remainder of the fiscal year in which such abatement becomes effective and may continue as specified in the Housing Agreement; provided, that such abatement shall terminate at any time when the Housing Agreement is terminated in accordance with its terms, including without limitation when the property for which tax abatement had been granted is not used solely for low- or moderateincome housing.

#### §95-5. Valuation.

For the purpose of determining the amount of taxes to be abated as aforesaid, the present true and actual value of low- or moderate-income housing on which rents and carrying charges are limited by regulatory agreement with, or otherwise regulated by, federal or state government or department or agency thereof, shall be based upon and shall not exceed the capitalized value of the net rental income of the housing project. For purposes of this ordinance, "net rental income" shall mean gross income of the project as limited by schedule of rents or carrying charges, less reasonable operating expenses and property taxes.

#### §95-6. State Assistance.

The First Selectman of the Town of Fairfield may, when authorized by resolution enacted by a majority vote of the Board of Selectmen, enter into written agreements, contracts or other instruments with the State for financial assistance by the State in the form of reimbursement for all or part of the tax abatement granted to an owner of low or moderate-income housing in accordance with this Ordinance; provided that such an agreement, contract or instrument with the State need not be a condition of any tax abatement.

#### §95-7. Abated Property Report

At fiscal year end the Tax Assessor shall provide to the Affordable Housing Commission a list of all Housing Agreements approved by the Board of Selectmen pursuant to this ordinance during such fiscal year. The list shall include the property address, Owner and dollar amount of taxes abated at fiscal year-end for the property. The Affordable Housing Commission shall include the Tax Assessors Abated Property Report in the annual report to the Representative Town Meeting as prescribed by Town Code Section 6-1.

#### PROPOSED RESOLUTIONS APPROVING REVISED ORDINANCE REGARDING TAX ABATEMENT FOR LOW- OR MODERATE-INCOME HOUSING

WHEREAS: Pursuant to section 8-215 of the Connecticut General Statutes, any municipality may by ordinance provide for the abatement in part or in whole of real property taxes on any housing solely for low- or moderate-income persons or families and may by ordinance classify the property on which such housing is situated as property used for housing solely for low- or moderate-income persons or families; and

WHEREAS: Pursuant to Section 4.1 of the Charter of the Town of Fairfield the Representative Town Meeting may delegate its powers to any Town Board; and

WHEREAS: It is desirable that the Representative Town Meeting delegate to the Board of Selectmen the authority to enter into contracts to abate taxes on real property designated as low- or moderate-income; and

WHEREAS Chapter 95, Article I, Sections 95-1, 95-2, 95-3 and 95-4 of the Town of Fairfield Code of Ordinances deal with Tax Abatement for Church Housing for Fairfield, Inc., which ordinances are no longer needed as the property covered by said ordinance is no longer low- or moderate-income housing and therefore not subject to tax abatement.

NOW THEREFORE BE IT ORDAINED that Chapter 95, Article I, Sections 95-1, 95-2, 95-3 and 95-4 of the Town of Fairfield Code of Ordinances are repealed and the following substituted:

Chapter 95, Article I

#### §95-1. Definitions.

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(B) "Owner" means a person or persons, partnership, joint venture, limited liability company, trust or corporation who or that has executed a Housing Agreement with the Town.

#### §95-2. Contracts for Abatement.

#### §95-5. Valuation.

For the purpose of determining the amount of taxes to be abated as aforesaid, the present true and actual value of low- or moderate-income housing on which rents and carrying charges are limited by regulatory agreement with, or otherwise regulated by, federal or state government or department or agency thereof, shall be based upon and shall not exceed the capitalized value of the net rental income of the housing project. For purposes of this ordinance, "net rental income" shall mean gross income of the project as limited by schedule of rents or carrying charges, less reasonable operating expenses and property taxes.

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The First Selectman of the Town of Fairfield may, when authorized by resolution enacted by a majority vote of the Board of Selectmen, enter into written agreements, contracts or other instruments with the State for financial assistance by the State in the form of reimbursement for all or part of the tax abatement granted to an owner of low or moderate-income housing in accordance with this Ordinance; provided that such an agreement, contract or instrument with the State need not be a condition of any tax abatement.

#### §95-7. Abated Property Report

At fiscal year end the Tax Assessor shall provide to the Affordable Housing Commission a list of all Housing Agreements approved by the Board of Selectmen pursuant to this ordinance during such fiscal year. The list shall include the property address, Owner and dollar amount of taxes abated at fiscal year-end for the property. The Affordable Housing Commission shall include the Tax Assessors Abated Property Report in the annual report to the Representative Town Meeting as prescribed by Town Code Section 6-1.

#### **MEMORANDUM**

TO:	Fairfield RTM
FROM:	Nancy Lefkowitz (RTM District 1),
CC:	Co-Sponsors: Phil Pires (RTM District 4), Ruth Smey (RTM District 5), Jill Vergara (RTM District 7), and Karen Wackerman (RTM District 7)
RE:	Proposed Ordinance Concerning the Safe Discharge of Firearms within the Town of Fairfield
DATE:	April 13, 2018

The Ordinance Concerning the Safe Discharge of Firearms within the Town of Fairfield proposes to regulate the discharge of firearms in the Town of Fairfield as a measure of additional protection of public peace and safety for Fairfield residents. This local ordinance, similar to, although less restrictive than, ordinances that exist in surrounding towns, will allow the Police Department to have additional authority over an issue that is of increasing concern to Fairfield residents: non-crime related gunfire.

Complaints about the sound of gunfire in residential neighborhoods, as well as complaints that some residents had set up shooting ranges in their backyards, prompted members of the Public Health and Safety Committee to develop a potential ordinance addressing the issue. Currently, there is nothing in our town code regulating the discharge of firearms. This ordinance would not supersede State gun laws, rather it gives additional authority to the police over the random discharge of firearms in town, adding a layer of security for all residents. The ordinance was developed in consultation with the Police Department, and it has the full support of the Chief of Police.

The ordinance does not supersede State hunting laws. An overview of the State's hunting laws can be found here:

http://www.ct.gov/deep/cwp/view.asp?a=2700&q=597522&deepNav_GID=1633#TOP

Although legal hunting is not impacted by this ordinance, the ordinance does promote open dialogue between neighbors who choose to hunt – or allow hunting – on their private property. As a result, it allows residents to make informed decisions about when and how they let their children and pets roam freely in their backyards.

Other communities have experienced tragic events that we can potentially prevent from occurring in Fairfield through preventive measures such as this ordinance. For example, in November, a hunter in upstate New York fatally shot his neighbor after mistaking her for a deer while she was out walking her dogs on her own property. Perhaps if she understood that her neighbor was a hunter, she would have made a different choice that day.

An Ordinance Concerning the Safe Discharge of Firearms within the Town of Fairfield

Section 1: Purpose.

The purpose of this chapter is to regulate the discharge of Firearms in the Town of Fairfield in furtherance of the protection of public peace and safety.

Section 2: Definitions.

- A. The term "Firearm" shall have the same definition as in the Connecticut Penal Code, Conn. Gen. Stat. § 53a-3(19), as the same may from time to time be amended.
- B. The term "Peace Officer" shall have the same definition as in the Connecticut Penal Code, Conn. Gen. Stat. § 53a-3(9), as the same may from time to time be amended.

Section 3: Discharge of a Firearm in Town.

- A. It shall be unlawful for any person to discharge any Firearm in the Town on public or private property, except as follows:
  - 1) By the following persons in the performance of their official or ceremonial duties: a) Peace Officers; or b) members of the armed forces of the United States or of the State of Connecticut; or c) authorized or licensed security personnel.
  - 2) By any person acting to defend himself or herself or a third person from physical force, solely in a manner consistent with all federal, state, and local laws.
  - 3) By any person responding to wildlife threatening human safety, solely in a manner consistent with all federal, state, and local laws.
  - 4) On any ranges authorized in writing by the Chief of Police of the Town for the discharge of Firearms. Such written authorization must be received on an annual basis, and all such ranges shall be inspected by the Chief of Police, or his or her designee, prior to any such written authorizing being provided.
  - 5) By any person hunting who is legally authorized to hunt under the provisions of the Connecticut General Statutes and any regulations issued thereunder, in such places and such manner as is authorized under such statutes and regulations, including open space land of the Town subject to the regulations of the Conservation Commission of the Town; provided, however, hunting is strictly prohibited on any other land owned or leased by the Town, including, but not limited to, public beaches or parks.

Section 4: Written Notification Requirement.

Before any Firearm is discharged on a person's property as authorized by Section 3(A)(5) herein, the owner of the property shall provide annual written notice to all abutting property owners which shall state: i) the person's address; and ii) that the person intends hunt, or to allow hunting by third parties, on his or her property consistent with this chapter.

Section 5: Penalties for Offenses.

Each and every discharge of any Firearm in violation of this chapter shall constitute an offense and be punishable by a fine of \$250 per offense.

Section 6: State Law.

This chapter shall not supersede any provision of State law, including, but not limited to, any State criminal law or State law regulating hunting.

Section 7: Effective Date.

This chapter shall become effective 30 days after its passage by the Representative Town Meeting.