

BOARD OF SELECTMEN MEETING DRAFT MINUTES
July 16, 2014

The regular meeting of the Board of Selectmen was held at 4:30 p.m. on Wednesday, July 16, 2014, in the first floor conference room of Independence Hall.

Members Present: First Selectman Michael C. Tetreau, Selectman Cristin McCarthy Vahey

Members Absent: Selectman Kevin P. Kiley

Others Present: FairTV, Soundview, Brian Gaugler, Stanton Lesser, Andy Brophy, Fairfield Ludlowe High School Business Challenge Team and Coach, Tom Quinn, Ken Jones, Judy Ewing, Sal Morabito, John Reid, Don Ross, Tom Cullen, Jim Kennelly, Helen D'Avanzo, Chief Felner, Charlene Lebo, Carolyn Durgy, Phil Dwyer, Peter Penczer, Principal Brenda Anziano, Robert Mayer, Lou Heumann, Michael Smith, Charlie McDonald, Peter Manning George Wiles, Attorney Melinda Powell

1) CALL TO ORDER

First Selectman Tetreau called the meeting to order at 4:32 pm. He explained Selectman Kiley could not attend the meeting due to a family emergency.

2) PLEDGE OF ALLEGIANCE

3) MINUTES

To consider and act upon the minutes of Regular Meeting of July 2, 2014
Selectman McCarthy Vahey made a motion to approve the minutes. First Selectman Tetreau seconded the motion which carried 2-0.

4) RECOGNITION

Recognition of the Fairfield Ludlowe High School Business Challenge Team for taking first place in the "Junior Achievement of Western Connecticut's High School Business Challenge" and fourth place overall in the "2014 JA National Titan Virtual Competition" out of 53 teams.

The Selectmen issued certificate of congratulations to the Team and its coach and congratulated them on their achievements.

5) REAPPOINTMENTS

To hear, consider and act upon the following reappointments:

Town Facilities Commission (requires RTM approval)

- i. Harry R. Ackley, (R), 25 Wagon Hill Road, term 07/14 – 07/17
- ii. Kenneth D. Jones, (D), 320 Farist Road, term 07/14 – 07/17
- iii. Howard Rosenbaum, (U), 151 Wilton Road, term 07/14 – 07/17

Selectman McCarthy Vahey made a motion to approve item 6i-6iii. First Selectman Tetreau seconded the motion which carried 2-0.

6) APPOINTMENT

To hear, consider and act upon the following appointment:

Police Commission

Charlene S. Lebo, (D), 284 Berkeley Road, term 11/12 – 11/17
(to fill a vacancy for Thomas Dubrosky who resigned)

Selectman McCarthy Vahey made a motion to approve the item. First Selectman Tetreau seconded the motion.

Selectman McCarthy Vahey thanked Mrs. Lebo for her many years of service to the Town. She reminded the public that the First Selectman's Office is always looking for wonderful volunteers to serve on boards and commissions. First Selectman Tetreau thanked Mrs. Lebo for all she has done for the Town. Mrs. Lebo thanked the Selectmen and said she's honored to serve on this Commission.

The motion carried 2-0.

7) SULLIVAN-MCKINNEY ELDER HOUSING

To hear a report from Sullivan-McKinney Elder Housing

Following a five minute break around 4:52 pm, Carolyn Durgy, President of SMEH, said this affordable housing community was designed for seniors citizens by HUD and is run by New Samaritan. SMEH opened in 1989. It provides decent, safe and affordable housing. SMEH received a HUD Green grant for energy efficiency upgrades. There are 43 residents, most of whom are females. Mrs. Durgy described what occupants pay and the activities they do.

First Selectman Tetreau said he has visited SMEH and they are doing a great job of stewardship. Selectman McCarthy Vahey said SMEH is a hidden gem and there's a great partnership between SMEH and the Town. She is grateful for SMEH's work. Mrs. Durgy said she is grateful for the Town giving funding to SMEH each year and thanked Board members.

8) CHIEF FISCAL OFFICER

To hear a report on the Property Revaluation Process

First Selectman Tetreau explained there is a new revaluation program for the Town. Everyone will get a knock on the door so data can be collected accurately. CFO Robert Mayer said the Selectmen had voted on a full revaluation process. Tax Assessor Don Ross said he met many times over the last few months with companies and the Town selected Vision Government Solutions. There is a plan, timeline and community outreach. The police department has been contacted to anticipate calls from residents or business owners wanting to verify the company is valid. An office has been established in Old Town Hall with a number for people to call. There's been a press release, ad, and information has been placed on the Town's website about this program. The program will begin July 14, 2014. Mr. Mayer said if no one is home or at their business, a letter will be left at the site which will be revisited. The company will wear badges to identify themselves when making visits. First Selectman Tetreau said the assessment will be used in the July 1, 2016 tax bills. Selectman McCarthy Vahey asked if a resident refuses entry would they be penalized. Mr. Mayer said they would not be penalized and a company representative would reschedule the visit. Mr. Mayer said presentations on this program will be made to various town bodies.

9) FAIRTV OPERATIONAL COMMITTEE **(postponed from July 2)**

To hear, consider and act upon the following resolution as recommended by the FairTV Operational Committee:

"WHEREAS, the FairTV Operational Committee intends to seek grant funding from the Cable Advisory Council Area 2 for the support of Education Programming;

AND WHEREAS, the FairTV Operational Committee intends to seek grant funding from the Cable Advisory Council Area 2 for the support of Government Programming;

NOW THEREFORE BE IT RESOLVED, that, in accordance with a request from the FairTV Operational Committee, the First Selectman be, and hereby is authorized to approve applications to the Cable Advisory Council Area 2 for the support of Education and Government programming, to execute any documents necessary to facilitate the Town's participation in said grants, and to administer any grant funds provided in connection therewith."

Selectman McCarthy Vahey made a motion to approve the item. First Selectman Tetreau seconded the motion.

FairTV Committee Chair Jim Kennelly said the process of funds being frozen by CAC was reversed so the Committee is now asking for funds for capital and labor in their application to CAC. He said going forward the Committee would like to discuss with the Town what's sensible for funding to cover meetings. The Committee will ask for about \$42,000 from CAC. Selectman McCarthy Vahey said the resolution doesn't specify the Board of Selectmen is voting on this allocation. First Selectman Tetreau it's assumed the First Selectman will follow the guidance of the Board of Selectmen and this resolution. He said the RTM may establish an ordinance involving FairTV. Selectman McCarthy Vahey said she agrees that the plan to do this in this manner makes sense.

The motion carried 2-0.

10) FAIRFIELD THEATRE COMPANY

To hear, consider and act upon the following resolution:

"RESOLVED, that in accordance with Paragraph 4.(a) of that certain lease between The Town of Fairfield and Fairfield Theatre Company, Inc, dated June 30, 2003, consent is hereby granted for such alterations, installations, changes, replacements, additions or improvements substantially as shown on plans submitted by Fairfield Theatre Company, Inc., regarding premises located at 70 Sanford Street, Fairfield, Connecticut, provided that Fairfield Theatre Company, Inc shall comply with all provisions of said lease regarding construction of same."

Selectman McCarthy Vahey made a motion to approve the item. First Selectman Tetreau seconded the motion.

First Selectman Tetreau said FTC is looking to expand and add another theater and needs approval from the Board of Selectmen. John Reid, Executive Director of the FTC, introduced board members Lou Heumann, Charlie McDonald, former Board president Peter Penczer and architect Michael Smith. He discussed the history of the FTC and how it's expanded programmatically with an art gallery, music and a theater. He said it's highly respected in the region. The FTC gets about 40,000 patrons a year and there are about 175 shows a year. The patrons generate about \$1 million a year to nearby businesses they frequent before or after shows. The FTC hosts fundraisers and has begun a film series and has a Saturday morning kids program for underserved regional kids. Mr. Smith has volunteered his services to do the design work which he showed to the Selectmen using a large diagram that showed turning the warehouse into

a second theater with a removable stage, a mezzanine and would have a separate entrance. Mr. Reid said FTC expects to invest about \$1.2 to \$1.4 million in improvements. The State gave FTC a \$100,000 grant for fire suppression. Selectman McCarthy Vahey said to make sure everything connects well with the lease that the Town Attorney looked at. First Selectman Tetreau said this is a tremendous investment that shows FTC's commitment to the downtown area and is an anchor to downtown supporting an economic oasis. He thanked FTC for their work and integrating the Art/Place. First Selectman Tetreau verified the Town bears no cost for these improvements. Mr. Reid said the Town bears no cost for this project. First Selectman Tetreau asked about revenues to the Town. Mr. Reid said the Town receives about \$48,000 a year which he believes will double over the next three years to about a 100% increase over the next three years. Mr. McDonald said the new theater will create a lot of job opportunities. Selectman McCarthy Vahey said it's great to see volunteers connecting with the community.

The motion passed 2-0.

11) RIVERFIELD SCHOOL BUILDING COMMITTEE (**requires Board of Finance and RTM approval**)

To hear, consider and adopt the Bond Resolution entitled "A Resolution Amending and Restating a Resolution Adopted by the Representative Town Meeting on June 24, 2013 entitled "A Resolution Appropriating \$14,485,766 for the Costs Associated with the Expansion and Renovation of Riverfield Elementary School and Authorizing the Issuance of Bonds to Finance Such Appropriation" to increase the appropriation and bond authorization to \$15,985,766."

First Selectman Tetreau said Selectman Kiley fully supports this project and the Riverfield community.

Selectman McCarthy Vahey made a motion to approve the item. First Selectman Tetreau seconded the motion.

Building Committee Chair Tom Quinn said the gym expansion was in the plan. The gym was tested for asbestos and PCBs. PCBs were found in the gym walls so the Committee immediately put together a remediation plan. The EPA said the wall need to be taken down and the other three walls should be encapsulated. The EPA changed their process and said the walls can only stay up with the PCBs in them for only ten years so after Mr. Quinn met with the First Selectman, the Committee made the decision to take down all the walls now instead of waiting ten years when cost would increase. This will be used as an add alternate so the project won't be restarted and the same trades people can continue performing work that will be complete in January of 2016. The gym roof and decking will be replaced also. Mr. Quinn said the additional \$1,863,553 for this remediation changes the bond resolution total amount to \$16,349,319.

First Selectman Tetreau said he believes the PCBs have to be removed and delaying that would increase costs so doing this removal sooner rather than later is the only real fiscally responsible way. First Selectman Tetreau asked Mr. Quinn if he spoke to the BOE. Mr. Quinn said he had briefed the BOE and Dr. Title and changes were made in the waterfall chart to include this additional funding and push back another school project. Selectman

McCarthy Vahey said this issue should be dealt with now and it will cost more if the project is done in the future. Town Attorney Stanton Lesser said the project cannot proceed without a consent order in place. He said he's been dealing with the EPA on this issue. Selectman McCarthy Vahey asked how the timeline is impacted. Peter Manning, the Construction Manager, said it has slipped because of the EPA approval process so work will start in October instead of the beginning of this summer. The gym construction falls within the schedule for the base project. Principal Brenda Anziano thanked everyone for supporting this project. She said a letter was sent to parents about this remediation.

The motion carried 2-0 then First Selectman Tetreau made a motion to reconsider the item. Selectman McCarthy Vahey seconded the motion which carried 2-0.

Selectman McCarthy Vahey made an amendment to change \$1,500,000 to \$1,863,553 in the bond resolution. First Selectman Tetreau seconded the amendment which carried 2-0.

Selectman McCarthy Vahey made an amendment to change \$15,985,766 to \$16,349,319 in five places in the bond resolution and to change the numeric wording to reflect the newly update numeric wording. First Selectman Tetreau seconded the amended which carried 2-0.

The main motion, as amended, carried 2-0.

12) BOARD OF EDUCATION (**requires Board of Finance and RTM approval**)

To hear, consider and adopt the Bond Resolution entitled "A Resolution Amending and Restating the Bond Resolution adopted by the Representative Town Meeting on February 24, 2014 entitled "A Resolution Appropriating A Sum not to Exceed \$3,608,766 for the Costs of Certain Nonrecurring Capital Projects and Authorizing the Issuance of Bonds to Finance Such Appropriation" to reallocate bond proceeds between project categories."

Selectman McCarthy Vahey made a motion to approve the item. First Selectman Tetreau seconded the motion.

CFO Robert Mayer said two resolutions passed in February of 2014 for \$1,478,766. One of the boiler projects went over its projected cost. The Mill Hill Roof replacement is now close to \$300,000 so the net impact is a positive. Mr. Mayer proposed a transfer from the Mill Hill Roof Project to the FWHS boiler replacement project reducing the bond resolution by \$85,000 so the original bond resolution needs to be amended. Mr. Mayer said the Selectmen need to amend the \$3,608,766 to \$1,478,766. Selectman McCarthy Vahey said she fully supports these projects and is glad they have come back to the Selectmen for approval and clarification. First Selectman Tetreau said this is a net positive since the Town is spending less than what was originally anticipated. Tom Cullen from Central Office said there was an overage with the boiler project because the boiler price went up.

The motion carried 2-0.

13) TAX COLLECTOR

To consider and act upon tax refunds as recommended by the Tax Collector in the amount recommended.

Selectman McCarthy Vahey made a motion to approve the item. First Selectman Tetreau seconded the motion. Selectman McCarthy Vahey made an amendment to remove the period at the end of the sentence and add a comma followed by \$2,239,70. First Selectman Tetreau seconded the amendment which carried 2-0. The main motion, as amended, carried 2-0.

14) TOWN ATTORNEY-Private Executive Session – Pending Litigation
Selectman McCarthy Vahey made a motion to enter into private executive session pending litigation at 6:20 pm. First Selectman Tetreau seconded the motion which carried 2-0.

Selectman McCarthy Vahey made a motion to end private executive session pending litigation at 7:06 pm. First Selectman Tetreau seconded the motion which carried 2-0.

Selectman McCarthy Vahey made a motion to accept the recommendation of the Town Attorney to approve the Voluntary Compliance Agreement with HUD. First Selectman Tetreau seconded the motion which carried 2-0.

Selectman McCarthy Vahey made a motion to accept the recommendation of the Town Attorney to approve the Consent Agreement with the EPA. First Selectman Tetreau seconded the motion which carried 2-0.

15) To hear, consider and act upon any communications.
There was no communications.

16) To hear, consider and act upon any other business which shall properly come before this meeting.
There was no other business.

17) ADJOURN
Selectman McCarthy Vahey made a motion to adjourn the meeting at 7:07 pm. First Selectman Tetreau seconded the motion which carried 2-0.

Respectfully submitted,

Jennifer S. Carpenter
Recording Secretary

Ethics Commission

Seat	Name	Position	Party	Term Start	Term End
1	Kelly, Jill		R	07/12	07/14
2	Zieff, Deborah		D	07/12	07/14
3	Brooks, Martha S		D	07/13	07/15
4	Drew, Thomas Joseph		D	07/13	07/15
5	Schmidt, David P	Chair '14	R	07/13	07/15

Full	
Party	Count
Democrats	3
Republicans	2
Total Full	5

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

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

8/1/2014 12:49:29 PM



Town of Fairfield

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

BOARDS AND COMMISSIONS QUESTIONNAIRE

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

Board/Commission: **Ethics Commission**
Date: **July 28, 2014**

Name: **Christopher J. Brogan** email: **cbrogan5@optonline.net**
Address: **90 Southwood Road** home phone: **203-333-2138**
Fairfield, CT 06825 work phone:
Party: **Democrat** cell phone: **203-615-1896**

1. How did you learn about this position?

From Cristin McCarthy Vahey and Kathleen Griffin

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

I am very grateful for all that Fairfield, and the many volunteers who serve the community, have done for me and my family, and I would like to give back to the community. I am interested in the Ethics Commission because I strongly believe that an ethical culture is a critical condition for good government. My experiences in leading the ethics and compliance organization at large corporation, as well as my knowledge of the Town from serving on the RTM, will help me contribute to the commission.

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

No. The Commission has not met recently.

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

No.

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

Yes.

6. Do you have any potential conflict of interest?

My wife is a substitute school nurse for the Town. I will recuse myself from any matter where that might cause a conflict.

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?

There are no regularly scheduled meetings except for a yearly organizational meeting. I will make myself available as necessary to fulfill my duties on the Commission.

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

Yes - Democrat.

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

None.

Christopher J. Brogan
90 Southwood Road
Fairfield, CT 06825

Community

20 year Fairfield resident

Married, 3 children (1 still in school system)

RTM Member, District 6, 2009-2013

Wakeman Boys & Girls Club, Trustee, 2013 - present

Employment

United Technologies Corporation, attorney (1984 - present)

various positions in Pratt & Whitney, Otis, Carrier and Sikorsky units

currently Vice President & Deputy General Counsel, Sikorsky Aircraft

Norris, McLaughlin & Marcus, New Jersey, associate attorney (1983 - 1984)

Breed, Abbott & Morgan, New York, associate attorney (1979 - 1983)

Education

Boston University School of Law, JD (1979)

Georgetown University, AB (1976)



Assistant Chief Christopher Tracy
FAIRFIELD FIRE DEPARTMENT
JOSEPH T. ELIAS TRAINING CENTER
205 ONE ROD HWY, FAIRFIELD CT 06824
PHONE (203)254-4709 FAX (203)254-4719



Friday, August 1st, 2014

Dear Board of Selectmen,

Thank you for including a review of our Memorandum of Understanding with the State Division of Construction Services to complete a \$10M improvement to the Fairfield Regional Fire School on your Agenda; here are the details for your consideration:

- A Brief History of the FRFS
 - Buildings constructed by US DoD as Nike Fire Control Area in 1950
 - Site acquired from US DoD by FFD Captain Joseph S. Elias in 1965
 - Established as Regional School by CT General Assembly in 1972
 - Training Tower/Burn Building completed in 1986
 - Dedicated to Captain Elias upon his passing in 1994
 - Needs Identified as part of State Facilities Improvement Project in 2002
- Proposed Improvement Project
 - \$10M Renovation by successful DCS RFP bidder Consigli
 - 16,300 sq ft Administrative/Classroom/Apparatus LEEDS Silver Building
 - 6,300 sq ft Class A Burn Building adjacent to current Training Tower
 - LPG Car Fire/Pressure Vessel/Stove/Split Flange Burn Props
 - Drafting Pit, Extrication Pad, Foam/Extinguisher Training Pad
 - Site balancing with paved Parking/Helipad/Q Endorsement areas
 - Repairs to current Training Tower to match new Burn Building
- MOU
 1. Improvements by State at no Town cost with ownership retained by Town
 2. Town commitment to continuing operation as Regional Fire Academy
 3. Work beyond Scope of Project to be covered by Town (none expected)
 4. Town will be third party beneficiary of all DCS Contracts
 5. Program Director David Wlodkowski & A/C Tracy State & Town Contacts
 6. All work to be compliant with State Building Code and federal or state law
 7. Town named as additionally insured with Certificates provided by DCS
 8. Effective from date signed by AG through completion of punch list (15 mo)
 9. Sovereign Immunity applicable to State
 10. State held harmless from negligence or willful misconduct by Town agents
 11. Effective and binding upon approval AG and Fire Commission, Planning & Zoning Commission, Board of Finance, Board of Selectmen and RTM
 12. Site remediation by Town (completed 6/30/13 under PW Dir Michelangelo)

Thank you for your support of this important project.

Respectfully Submitted,

Assistant Chief Chris Tracy

AGREEMENT CONCERNING
FAIRFIELD REGIONAL FIRE TRAINING ACADEMY

THIS AGREEMENT CONCERNING FAIRFIELD REGIONAL FIRE TRAINING ACADEMY (the "Agreement") is entered into by and between the STATE OF CONNECTICUT (the "State"), acting through its Commissioner of Public Works ("DPW"), pursuant to Connecticut General Statutes Sections 4-8 and 4b-1, as revised, Section 48 of Public Act 05-287, and Section 2(d)(3) of Special Act 04-2, and the TOWN OF FAIRFIELD, a municipal corporation, acting through its First Selectman, duly authorized (the "Town").

WITNESSETH:

WHEREAS, through Section 2(d) (3) of S. A. 04-2, the General Assembly authorized funds for DPW to improve, repair and make alterations to fire training academies; and

WHEREAS, the Town's Fire Department operates the Fairfield Regional Fire Training Academy (the "Academy"), situated on land of the Town located at 205 One Rod Highway, Fairfield, Connecticut (the "Land"); and

WHEREAS, in furtherance of Section 2(d)(3) of S. A. 04-2, DPW proposes to make certain renovations, repairs and improvements to the Academy as more particularly described in Exhibit B attached hereto and made a part hereof (the "Project"); and

WHEREAS, the State Bond Commission has authorized funds to design the Project; and

WHEREAS, the Project is intended to benefit the Academy, the Town and the State; and

WHEREAS, DPW and the Town have particular and distinct roles and responsibilities in regard to the Project, which roles and responsibilities require coordination.

NOW THEREFORE, the parties hereto, for good and valuable consideration, agree as follows:

1. Permission to Construct Project

1.1 The Town hereby grants unto DPW, its employees, consultants, agents and contractors the right, privilege and license to administer the Project, including designing, constructing and installing the Project in a manner deemed appropriate by DPW, and to enter upon the Land at all times for all purposes related thereto.

1.2 At all times, the Land and the Academy, including all renovations, repairs and improvements thereto, shall remain the property of the Town. Nothing contained in this agreement shall vest in the State of Connecticut any interest in title to the Land or the Academy.

1.3 The Town acknowledges that as a fire training facility, the Academy has unique characteristics that may require specialized maintenance for which the Town, as owner, will be responsible.

2. Operation as Regional Academy

In consideration of the State's funding and administration of the Project, the Town agrees to operate the Academy continually as a regional fire training facility open to fire districts throughout the State of Connecticut. This provision shall survive the completion of the Project, unless the Project is terminated pursuant to section 8 hereinbelow.

3. Project Funding and Scope

Subject to the conditions of section 1.1 above, DPW shall determine the scope of the Project, the Project's budget and the Project's schedule. DPW shall have the discretion to modify the same as it deems necessary or desirable. Any work beyond the scope of the Project desired by the Town will be completed by the Town at Town expense, provided, that any such improvements to be completed prior to completion of the Project shall be submitted in writing to DPW in advance and approved by DPW in writing, such writing to be furnished within a period of sixty (60) days from written submission by the Town. The Town shall be responsible for any costs incurred as a result of any Town requested work beyond the scope of the Project, including, but not limited to, revisions to DPW's plans and specifications, consultant or contractor's fees, and costs associated with delays or extensions to the Project's schedule. An estimate of the additional cost shall be given to the Town in writing within 30 days after submitting its request for approval. After receiving such estimate the Town may, at its discretion withdraw such request.

4. Design and Construction Contracts

4.1 DPW shall enter into and execute any and all agreements, documents or instruments with consultants, contractors and other parties (the "Contracts") which DPW deems to be necessary to design, construct and install the Project on the Land, subject to all applicable statutory approvals. The Town shall not be a party to the Contracts.

4.2 DPW shall administer the Contracts in the manner it deems appropriate. DPW shall administer the design, construction and installation of the Project in the same manner as it would for a state-owned facility, and shall consult with the staff of the Academy in the design, construction and installation of the Project, in the similar manner as DPW would consult with an agency of the State of Connecticut for which it is administering a project.

4.3 The Town shall have no authority to direct or modify any work performed pursuant to the Contracts. Any communications by the Town to DPW's consultants and contractors shall be made through DPW's Project Manager.

4.4 It is intended that the Town be a third party beneficiary of the Contracts. DPW shall cause this Agreement to be incorporated into each of the Contracts.

4.5 The Town shall provide DPW, upon DPW's request, a copy of all surveys, as-builts and similar documents in its possession concerning the Academy or the Land.

4.6 At each phase of the design of the Project (schematic, design development, contract documents and bid documents), DPW will provide the Town, through the Town Contact, with the drawings, plans and specifications prepared by its engineer and any other consultants engaged by the DPW (the "Plans and Specifications"). The Town shall have sixty (60) days after its receipt of the Plans and Specifications within which to provide any comments it may have to DPW in writing.

5. Town and State Contact Information

5.1 The Town hereby designates the following staff member of the Academy as the representative of the Town with whom DPW may coordinate regarding the Project: Assistant Chief Christopher Tracy (the "Town Contact").

5.2 The Town's main point of contact with DPW shall be DPW's Project Manager. The current Project Manager for the Project is David Wlodkowski. DPW reserves the right to re-assign the Project Manager for the Project as it sees fit, in its sole discretion, and shall advise the Town Contact of such re-assignment.

6. Compliance with Building Code and Local Requirements

6.1 DPW shall be responsible for administering the Connecticut State Building Code as it applies to the Project. Upon prior notice to the Project Manager, the Town's Building Inspector may inspect the Project from time to time, but in no event shall the Town's Building Inspector seek to halt construction. Any dispute in the interpretation of the Connecticut State Building Code shall be resolved by the Office of State Building Inspector.

6.2 The Town hereby acknowledges that the Project is a State administered project funded by State monies. As such, the Town and its land use regulations are pre-empted by sovereign immunity. The State shall construct the Project pursuant to the State Building Code and applicable federal or state laws, rules and regulations.

7. Insurance

DPW shall require its contractors and consultants on the Project to name the Town an additional insured on any insurance policy required pursuant to any of the Contracts. DPW shall further requires its consultants and contractors provide the Town with certificates of insurance evidencing such coverage.

8. Term

This Agreement shall be in effect from the date it is approved as to form by the Attorney General of the State of Connecticut, and shall remain in effect until either the Project is

completed, as evidenced by the close-out of the Project in accordance with DPW's Project Manager's Manual, or until such time as the Project is terminated. This Agreement is contingent upon the allocation of funds for the Project by the State Bond Commission. In the event the State Bond Commission fails or declines to allocate funds for any stage of the Project, DPW shall have no obligation to proceed hereunder. Furthermore, DPW reserves the right to suspend or terminate the Project at any time for any reason or for no reason.

9. Sovereign Immunity

The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of any powers, rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters in connection with the Project. This provision shall survive the termination of this Agreement.

10. Indemnification

The Town shall protect, indemnify and hold harmless the State, its officers, agents and employees from any and all loss, cost, liability, injuries (including death), damages, compensation and expense, including without limitation, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by the State, its officers, agents and employees, sustained by the public, or by any other person or property, real or personal, due to or arising from the negligence or willful misconduct (including, but not limited to, failure to properly maintain the Academy) of the Town, or that of its officers, employees, agents, affiliates or contractors in connection with the Land or the Academy. The terms of this section shall survive the termination or completion of this Agreement.

11. Miscellaneous

11.1 This Agreement shall be governed in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws provisions.

11.2 This Agreement, whatever the circumstances, shall not be effective unless and until approved by the Attorney General of the State of Connecticut, and it shall not be binding on the Town until it has been approved by the Fire Commission, the Board of Selectmen, the Board of Finance, the Town Planning and Zoning Commission, acting in its planning capacity, and the Representative Town Meeting.

11.3 This Agreement represents the entire agreement between the Town and DPW with respect to the Project, and may not be modified except in writing signed by both DPW and the Town. Any modification of this Agreement or additional obligation assumed by either DPW or the Town in connection with this Agreement shall be binding only if evidenced in a writing signed by DPW and the Town or an authorized representative of DPW and the Town, and approved by the Attorney General of the State of Connecticut and the Town Attorney.

11.4 The Town agrees to comply with the provisions of Exhibit C attached hereto and made a part hereof, as applicable, in connection with this Agreement.

11.5 This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Town's request, the DPW shall provide a copy of these orders to the Town.

11.6 STATE CONTRACTS: For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit D attached hereto.

12. ENVIRONMENTAL OBLIGATIONS

12.1 DPW has, as of the date this Agreement is dated, performed initial soil tests on the Land and identified areas of concern. DPW has shared the test results with the Town in the form of a report by Logical Environmental Solutions, LLC ("LES") dated October 9, 2009 ("DPW Report"). The Town has completed a Phase II environmental investigation on the two (2) areas of concern identified in the DPW Report. Based on the Phase II report dated September 24, 2010, and the Cost Estimate for Remediation dated October 1, 2010, performed by LES (the "Town Report"), the Town has bonded funds in accordance with the aforementioned Cost Estimate for Remediation and is ready and willing to undertake the recommended remediation and abatement activities.

12.2 The Town hereby accepts responsibility for abating or remediating any soil contamination, or other environmental hazard or condition, subject to 12.5 below, to the level deemed acceptable by DPW in order to undertake the Project. DPW may require the Town at its sole expense utilize the Town's own contractors to undertake abatement or remediation activity, including but not limited to removal of soils and contaminated ground water. Where feasible and reasonable, in its sole discretion, DPW may utilize its own contractors with the cost to be borne by the Town. Prior to the expenditure of any such funds by DPW, the Town shall provide evidence satisfactory to DPW of funds sufficient to pay the estimated cost of the abatement or remediation activity.

12.3 The Town hereby confirms it has sufficient funds, or ability to secure sufficient funds, to guarantee performance of the obligations contained in this section 12. In the event the Town is unable or unwilling to abate or remediate environmental conditions or hazards during the course of the Project, the Town shall be deemed in material default of the Agreement. The

Town hereby acknowledges the State is entering into this Agreement in reliance upon the representations and promises of the Town made herein and, but for said representations and promises, would not agree to proceed with the Project.

12.4 The Town hereby agrees and accepts responsibility for the costs of abating or remediating any environmental conditions currently known or unknown pertaining to the Land and Academy. Furthermore, the Town accepts responsibility for any increase in costs of the Project resulting from any environmental condition on the Land. DPW shall have no obligation to absorb any such abatement, remediation or costs into its Project scope or budget. In the event the Project is terminated, the State shall have no liability or responsibility for costs or taking action regarding any pre-existing environmental conditions on the Land regardless whether work performed by the State prior to termination commenced.

12.5 Notwithstanding the provisions of this section 12, the parties hereby agree that the terms and conditions below are conditions precedent to the obligations of sections 12.1 through 12.4:

a. Upon execution and approval of this Agreement by the Office of the Attorney General, DPW shall undertake a geotechnical investigation of the Land. Such investigation shall include soil borings in a number and to a depth deemed reasonably necessary by DPW to determine constructability. DPW shall in its sole discretion determine the extent of investigation reasonably necessary for the Project. DPW shall present the Town with the results of the geotechnical investigation. Within fifteen (15) business days of receiving said results, the Town may with no penalty (i) opt to terminate this Agreement and halt the Project or (ii) request additional time to undertake additional environmental testing, at its cost, and upon completion, may at that time proceed with the Project or terminate the Project. DPW reserves the right to terminate pursuant to section 8 of this Agreement.

b. In the event neither party exercises their right to terminate pursuant to subsection 12.4(a) or section 8, DPW shall proceed to the Request for Proposals ("RFP") stage for the design and construction of the Project. Prior to publishing the RFP, DPW with consultation of the Town, shall establish a site schematic on which the footprints of the buildings and structures to be constructed will be fixed (the "site layout"). In composing the site layout, DPW shall be guided by the prior environmental and geotechnical investigations in siting the proposed buildings and structures. The site layout may, but is not required to, fix the location of the utility trenches. The RFP shall require the selected proponent adhere to the site layout, subject to change only if necessary to comply with applicable permitting, health or safety requirements or directed by DPW with the Town's consent. Upon selection of a proponent but prior to entering into a binding agreement with said selected proponent, DPW shall share the selected proposal with the Town, and at such time, the Town shall have the right with no penalty to (i) proceed with the Project on the basis of the selected proposal, subject to change only if necessary to comply with applicable permitting, health or safety requirements or directed by DPW with the Town's consent, (ii) request additional time to undertake additional environmental testing, at its cost, and upon completion, may at that time proceed with the Project or terminate the Project, or (iii) opt to terminate this Agreement and halt the Project. In the event the Town opts to proceed

with the Project, the obligations of subsections 12.1 through 12.4 shall go into effect. DPW reserves the right to terminate pursuant to section 8 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date indicated below.

TOWN OF FAIRFIELD

Signed in the presence of:

Sileen Kennelly
R. D. W. W. W.

By Mark A. Patti

Its First Selectman
Duly Authorized

Date: 4/27/11

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

Sylvia J. Bogbee
Sylvia J. Bogbee
Marjorie E. Heap
Marjorie E. Heap

By [Signature]

Commissioner of Public Works
Duly Authorized

Date: 5/19/11

Approved as to form:

By [Signature]
Associate Attorney General

Date: 8/9/11

Exhibit A

OMMITTED

EXHIBIT B

PROJECT DESCRIPTION

New construction as follows:

1. Classroom Training Building (apx. 9,424 sq. ft.)
2. Maintenance/Storage Building (apx. 5,600 sq. ft.)
3. Class A Burn Facility (apx. 3,200 sq. ft.)
4. Site Fire Training Props
5. Parking
6. Site Utilities

Renovation of the existing training tower.

Project costs of approximately \$6,964,645

Exhibit C

Non-Discrimination Provisions

References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean the Town.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- v. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vi. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- vii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- viii. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- ix. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or

manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

EXHIBIT D

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided. Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the

state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

Penfield Building Committee

Project Status Briefing

Board of Selectmen August 6, 2014

Introduction:

The following Board of Selectmen (BOS) briefing represents the second update provided by the Penfield Building Committee (PBC). This presentation and supporting documents represent a project update prior to PBC August 14 and 28 meetings. A portion of the August 14 meeting will include a public presentation of the recommended repair and reconstruction design documents.

The Selectmen have previously heard from the PBC regarding the Committee research and investigation process that included a project schedule, documentation regarding the original project design and construction assumptions, storm damage reports as well as presentations from various engineers, consultants, Town departments and representatives.

This briefing, including a summary of options considered by the Committee, is similar to the presentation provided to the Parks and Recreation Commission on July 16, 2014.

The Committee is looking forward to additional public comment at the regularly scheduled PBC meeting at 6PM August 14, 2014 at the Board of Education Conference Room.

Penfield Building Committee process:

The Committee has held 17 meetings since receiving its charge and visiting the Penfield Pavilion site in December 2013. All meetings were publically noticed and public comment encouraged. Committee member attendance and participation have been above average. Meeting minutes and presentation materials are available on the PBC website. Representatives of the Town have been very cooperative and supportive of our investigation and deliberations.

Committee resources:

The Committee has remained committed to seeking out and reviewing as much information as possible regarding the Penfield Pavilion project, obtaining the best technical advice and responding to public comments and concerns. The following represents a description of key Committee resources:

- Original Penfield Phase I (East Wing / Lockers) and Phase II (West Wing / Common Room, Concession, Kitchen) construction documents and foundation design assumptions.
- Inspection reports, supporting documentation and correspondence related to damage caused by both Irene and Sandy as provided by the investigating structural engineer (JM Albaine Engineering) and contributing consulting, coastal and geotechnical engineers.
- Presentations before the Committee provided by:
 - JM Albaine Engineering: *Structural engineer responsible for investigating, assessing and quantifying storm damage and repairs and recommending repair option scenarios.*
 - Roberge Associates Coastal Engineers: *Coastal storm damage and flooding impacts, structural and foundation design considerations and FEMA Flood Zone Requirements.*
 - Heller and Johnsen Geotechnical Engineers: *Site geology, soil conditions, results of soil test borings completed at the site and impact of coastal storms.*
 - Town of Fairfield DPW: *Original project history, Irene and Sandy storm timelines and damage, remedial and storm protection actions and timber bulkhead design assumptions.*
 - Town of Fairfield Engineering Department: *Project history and bulkhead design and construction.*
 - Flood and Erosion Board: *Historical neighborhood flooding and drainage, impact of Penfield Pavilion site elevations regarding flooding, coastal flood protection issues.*
 - Town Conservation: *Coastal and Environmental issues, geological history of beach and marsh areas, historical beach sand accretion and loss, off-shore topography, historical loss of beach sand resources.*
 - Parks and Recreation Commission: *Facility program, pluses and minuses regarding existing design, seasonal use, locker use and demand, facility economics.*
 - Town P&Z: *FEMA Flood Zone requirements, new (2013) V Zone requirements, appraised value and 50% cost threshold determination, FEMA design criteria, zoning requirements regarding repairs and reconstruction.*

- Information provided during the engineer/architect and construction manager proposal, interview and selection process. *Proposers were requested to present and explain their approach to the proposed facility repair and reconstruction project.*
- Open public forum and presentation by JM Albaine Engineering, LLC August 2013.
- Storm damage engineering cost estimates prepared by Wakelee Associates, LLC, Romano Construction and Saugatuck Construction Group as part of the insurance settlement process.
- Liaison with the Town Risk Manager regarding insurance claim settlement.
- Liaison with the Town DPW regarding FEMA grant and CDGB applications.

Penfield Pavilion storm damage:

The Penfield Pavilion building was damaged by both Hurricane Irene (August 2011) and Hurricane Sandy (October 2012). Irene was downgraded to a Tropical Storm and Sandy downgraded to a post tropical cyclone with hurricane force winds. Sandy was characterized by very high storm driven tides and inland flooding.

Irene caused a certain amount of foundation footing undermining, created by scour, and minor building damage and evidence of building settlement. The possibility of future scour, foundation undermining and building damage was a prime reason for the design and construction of the timber bulkhead between the building and Long Island Sound (LIS).

Sandy caused significant damage to the Penfield Pavilion footings and foundations, structural elements (floors and internal structure), building interior and electrical, mechanical, plumbing (MEP) and incoming utility service infrastructure. According to information consistently provided to the Committee the root cause of the damage was significant foundation settlement due to scour and undermining (loss of sand around and under the existing building foundation footings) caused by storm floodwaters returning to LIS. The scour and loss of sand was exacerbated by channeling of the receding floodwaters under the building and further exacerbated by beach erosion along the outboard face of the protective timber bulkhead, liquefaction of sand behind the bulkhead and an opening at the bottom of the bulkhead that allowed sand and water to return to LIS.

The original inspecting engineer and current project engineer have determined that the building is “repairable”. The decks, walks and ramps are not economically repairable. The timber bulkhead requires modification to close all openings originally created for access to the beach. The site contours (elevations of finished grade) require redesign and increased height and protection to mitigate flooding in the future.

Consideration Regarding Repair Options

The original inspecting engineer, coastal engineer and current project engineer recommended several repair options. The repair and reconstruction schemes eventually grew from three to seven then eleven when considering certain variations or alternates.

When investigating and considering the repair and reconstruction options the Committee, project engineer and construction manager considered many factors including, however not limited to:

- Extent of foundation and building damage and feasibility of repairs.
- Cause of damage and contributing factors.
- Coastal storm impacts – Irene, Sandy, future.
- Coastal storm protection designs and options.
- Existing soil conditions and footing depths.
- Foundation designs and soil bearing quality/capacity assumptions.
- Existing timber bulkhead, location, past and future performance.
- Facility and site impact on past and future neighborhood flooding.
- Beach accretion and loss - storm related and historical.
- Building height and mass - impact on surrounding neighborhood.
- Original and new FEMA Flood Zone requirements.
- Cost
- Schedule
- Construction methods and market capabilities.
- Existing and future use and value of the facility.
- Insurance claims and other cost recovery funding resources.

Repair Options

As noted the PBC considered all repair options, including certain variations of the same option, that were brought before the Committee beginning with those referred to in the final storm damage report provided by the investigating engineer and his consultants. The Committee also received and considered suggestions and input from the public, the project engineer and construction manager, Committee members, consultants, Town commissions, departments and personnel.

The following represents a summary of the Penfield Pavilion repair and reconstruction options that remained under discussion as of June 12, 2014.

It is specifically noted that the scope of work and costs included below are based on schematic design assumptions, prior to design development and both design and estimated costs are conceptual and have been developed by the project engineer and construction manager for the purposes of comparative review and analysis. The estimated costs include certain allowances and design and construction contingencies and exclude soft costs such as design, engineering, consultants and preconstruction expenses such as recent glass removal and storage, make-safe construction, fencing, protection, proposed bulkhead modifications and installation of motion and fire alarms, March 2014. Note that "building" refers to the entire facility, East Wing refers to the storage lockers and West Wing refers to the common room, kitchen, concession area, etc. MEP infrastructure refers to building mechanical, electrical and plumbing systems.

Option 1: Repair damaged building and MEP infrastructure, underpin existing footings (extend concrete footings deeper), repair/replace damaged structural elements, level building and floors. Protect existing foundations and existing modified (close existing openings) bulkhead with riprap (graded stone). The repair scope of work assumes that proposed by the insurance company consulting engineer based on the insurance company's obligation to repair the building "to the condition it was the day prior to the storm" (Sandy). **Estimated cost: \$2.4 million.** When assuming the alternate to add a timber bulkhead on the parking lot side to add protection and contain the riprap footing protection: **Estimated cost \$3.2 million.**

The Committee agreed to table Option 1 and consider the option as a low cost benchmark pending FEMA required cost/value analysis for substantial damage. Option 1 is not recommended by the project engineer based on new FEMA Flood Zone requirements, building proximity to LIS and design and engineering standards for coastal construction, existing soil conditions and the continued reliance on shallow spread footings that could be subject to settlement due to sand liquefaction during storms regardless of protection.

Option 2: Repair damaged building and MEP infrastructure, substitute auger type steel piles in lieu of underpinning existing damaged footings with concrete, modify and protect existing modified bulkhead with riprap, level building and floors. Building would remain on existing footings and at existing elevation. **Estimated cost: \$3.2 million.**

The Committee does not recommend this option. The final cost will exceed the FEMA 50% rule requiring that the building be raised to new V Zone criteria. Timber piles are the preferred lower cost solution.

Option 3A: Repair damaged building and MEP infrastructure, raise and support the building in-place, furnish and install new mini piles (sectional steel pipe piles filled with concrete) to support footings, level building and floors, reset building at FEMA V Zone elevation, modify and protect existing bulkhead. **Estimated cost \$7.3 million.**

The Committee does not recommend this option. Raising the building in-place is considered an unacceptable storm and construction risk while the structure is temporarily raised and located at a high elevation with supporting timber blocking bearing on existing sand and sub surface soil conditions. In addition the estimated cost is excessive.

Option 3B: Repair damaged building and MEP infrastructure, raise the building and temporarily relocate in parking lot area. Furnish and install timber piles, new reinforced concrete foundations. Move building back, reset at FEMA V Zone elevation on new foundations level building and floors, modify and protect existing bulkhead. **Estimated cost \$6.5 million.**

The Committee does not recommend this option due to excessive cost.

Option 3C: Repair damaged West Wing and MEP infrastructure, raise the West Wing and temporarily relocate in parking lot area. Demolish East Wing, furnish and install timber pile and timber foundation elements for new East Wing, Rebuild East Wing per existing design on new foundations at FEMA V Zone elevation. Furnish and install timber piles, new reinforced concrete foundations for West Wing, move back and reset and level West Wing to FEMA V Zone elevation. Modify and protect timber bulkhead. **Estimated cost: \$5.6 million.**

The Committee does not recommend this option due to excessive cost.

Option 4: Repair damaged building and MEP infrastructure. Furnish and install timber foundation piles and new reinforced foundations in existing parking lot. Raise and move building from existing location to parking lot reset at FEMA V Zone elevation. Partially or completely remove existing timber bulkhead. **Estimated cost: \$5.8 million.**

The Committee does not recommend this option due to proposed location, loss of parking, access issues and excessive cost.

Option 5: Repair damaged building and MEP infrastructure, raise and temporarily relocate West Wing. Furnish and install timber foundation piles and new reinforced concrete foundations. Move West wing back to original location and reset on new foundations at FEMA V Zone elevation. Leave East Wing as-is, build transition accommodating different East Wing and West Wing Elevations. Modify and protect timber bulkhead. **Estimated cost: \$4.9 million.**

Committee does not recommend this option due to excessive cost and FEMA compliance. FEMA requirements will not allow the West Wing and East Wing to be treated as two separate buildings set at two different elevations.

Option 6: Demolish West Wing. Reconstruct West Wing in smaller configuration on timber pile foundation at FEMA V Zone elevation including concession with limited kitchen, shower and restroom facilities assuming 3,000 net square feet of new area. Raise and temporarily relocate East Wing, furnish and install timber pile and timber element foundations. Relocate East Wing and reset at FEMA V Zone elevation. Modify and protect timber bulkhead. Repair MEP infrastructure East Wing. **Estimated cost: \$4.0 million.**

The Committee does not recommend this option due to cost and impact on program.

Option 7: Raise and temporarily relocate West Wing. Furnish and install timber piles and new reinforced concrete foundations, reset West Wing at FEMA V Zone elevation. Repair West Wing and MEP infrastructure. Demolish East Wing. Design and construct a smaller East Wing addition on timber pile supported foundation at FEMA V Zone elevation that will accommodate restrooms, changing spaces and day lockers. This option includes additional covered deck space, additional deck at grade level and additional beach area. Modify and protect existing bulkhead. **Estimated cost: \$4.5 million.**

The Committee recommends this option and on July 10, 2014 voted in favor of Option 7 and directed that the engineer proceed with the next phase of design – Design Development Documents.

On July 16, 2014 the PBC appeared before the Parks and Recreation Commission. The Committee presented a project update including the recommendation that the Penfield Pavilion be reconstructed, repaired and improved based on the scope of work described as Option 7. At the same meeting the Commission voted to approve Option 7.

Next steps:

This document represents an interim project update briefing to the Board of Selectmen and as such does not represent a final report. Over the next few weeks the Penfield Building Committee will continue to receive more definitive design development and cost information, site development, contour and elevation details, as well as Town, Parks and Recreation Commission and public input regarding the recommended repair and reconstruction option.

The project engineer/architect, DeStafano and Chamberlain, is scheduled to present Option 7 design development drawings to the Committee on August 14.

The project construction manager, Shawmut Design and Construction, is scheduled to provide an updated project budget, based on design development drawings, to the Committee on August 21.

The Committee is scheduled to appear before the Board of Finance on September 2 and before the RTM September 22

The proposed Penfield Pavilion project schedule start date is October 9.

Presentation documents:

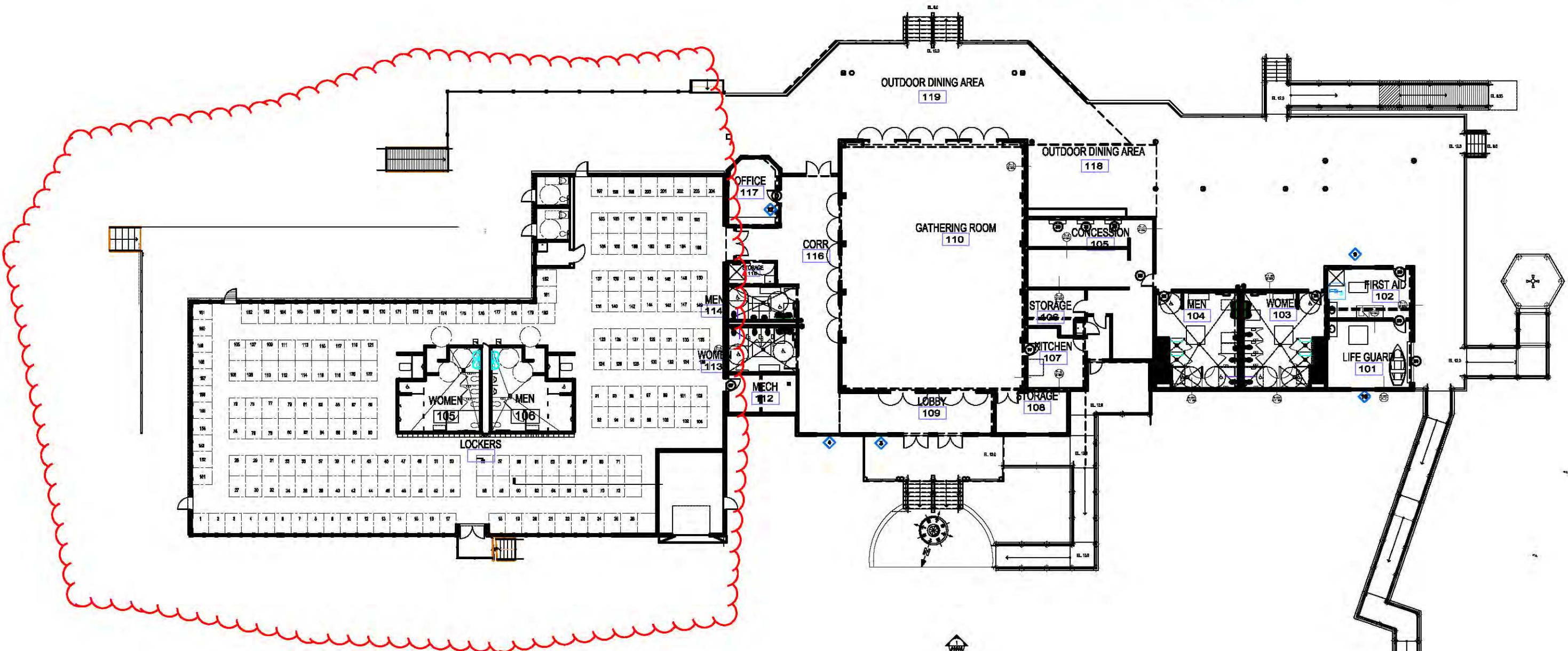
First Floor Plan – Existing Building
First Floor Plan – Proposed Building
Elevation Renderings – Proposed Building
Cross Section – Proposed Building
Cross Section – Existing Conditions



323 FAIRFIELD
BEACH ROAD

**PENFIELD PAVILION
EXISTING FLOOR PLAN**

**EXISTING WEST WING TO BE ELEVATED ON NEW PILE FOUNDATION
SYSTEM TO BFE 13.0' (FINISH FLOOR 14.5')**



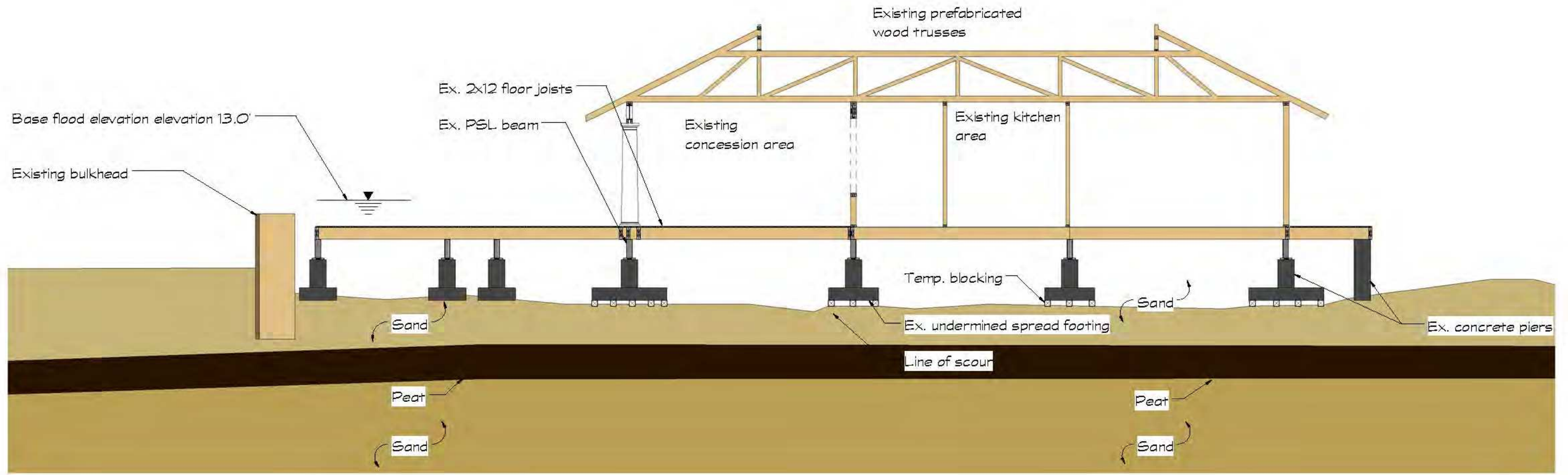
**EXISTING LOCKER WING TO BE
DEMOLISHED**

Structural and
Architectural
Engineering

**DeStefano &
Chamberlain**
Incorporated

50 Thorpe Street
Fairfield, CT
06824-5725
Tel. 203 254-7131
Fax 203 254-0263
www.dcstructural.com

**PENFIELD PAVILION
EXISTING SITE SECTION**



Structural and
Architectural
Engineering

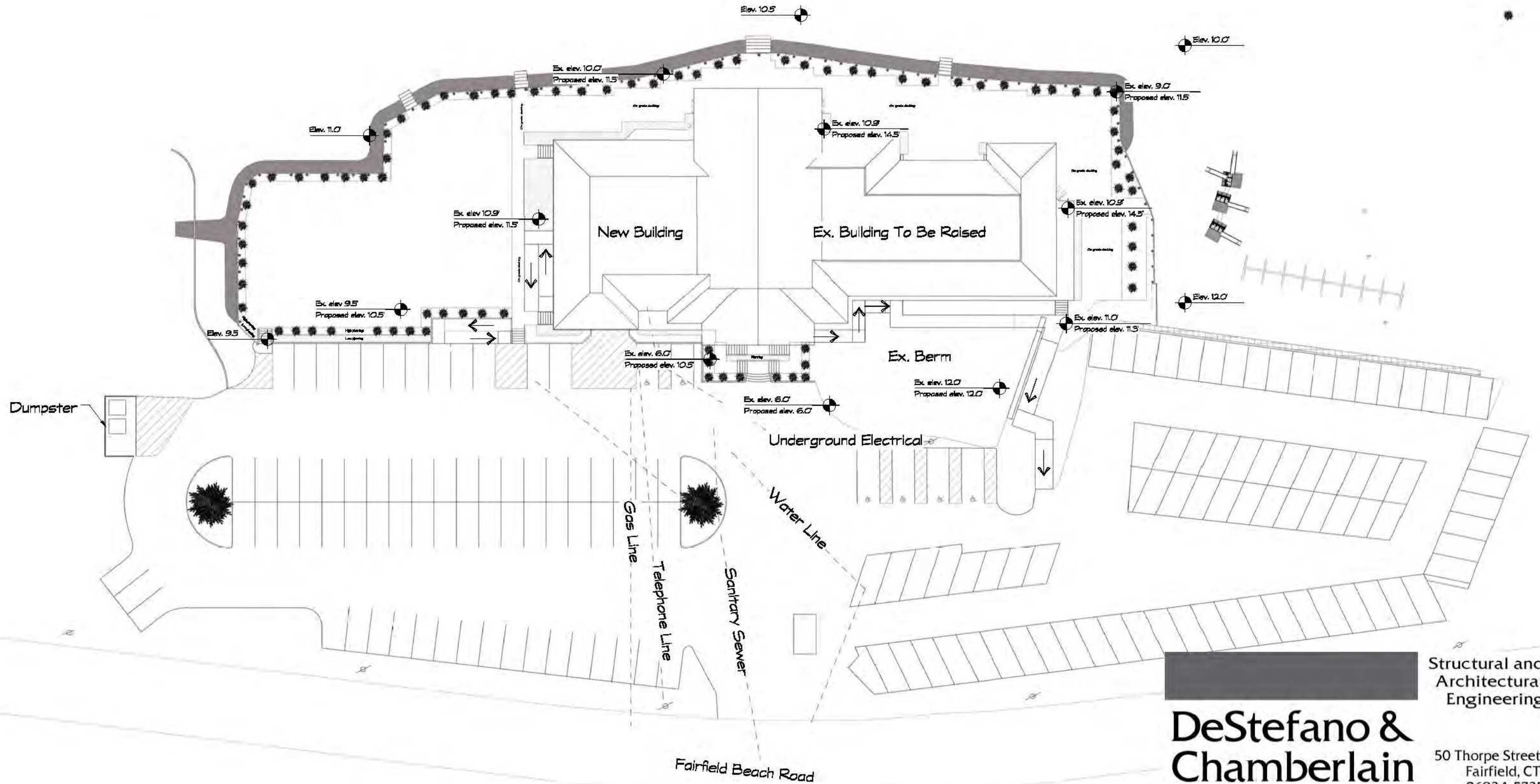
**DeStefano &
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**PENFIELD PAVILION
PROPOSED SITE PLAN**

High Water Line / Long Island Sound

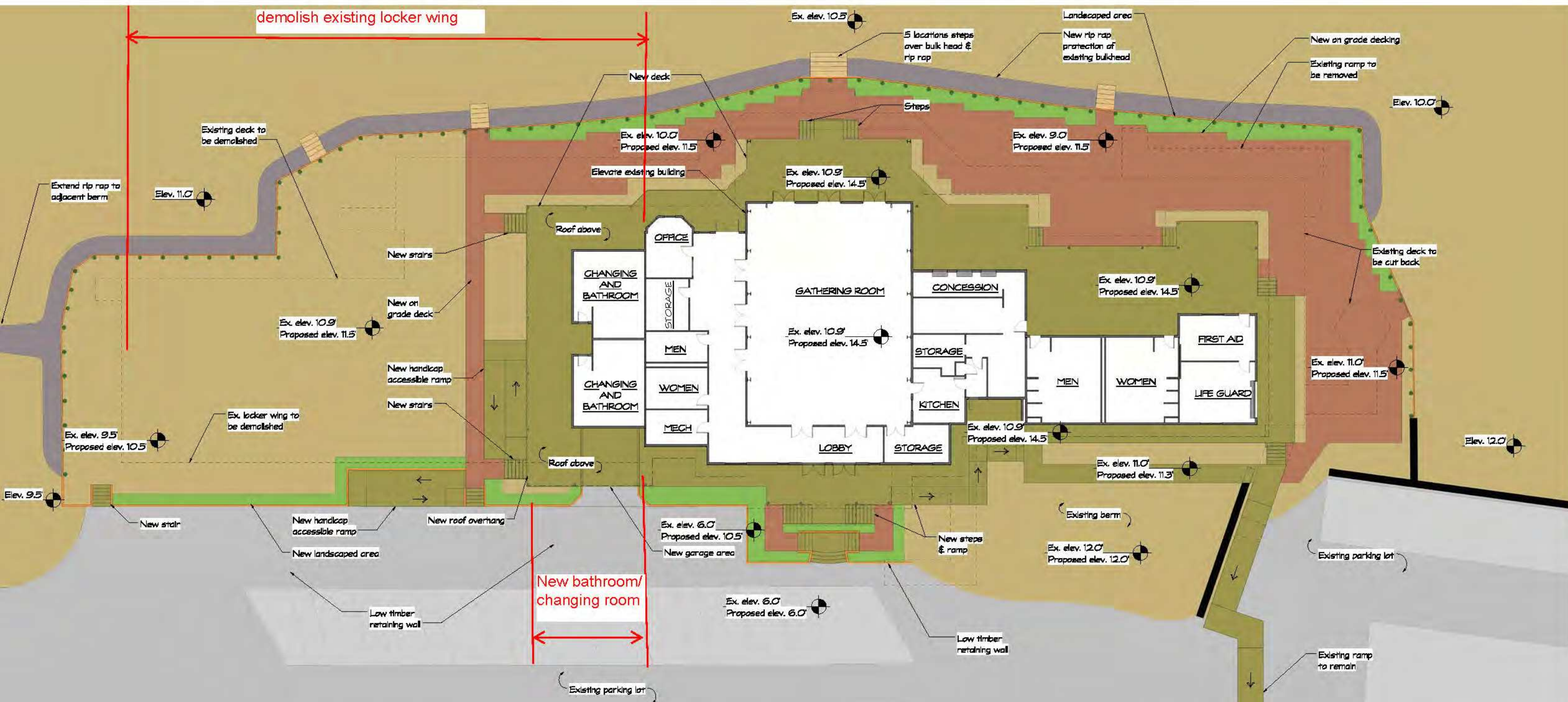


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**PENFIELD PAVILION
PROPOSED FLOOR PLAN**



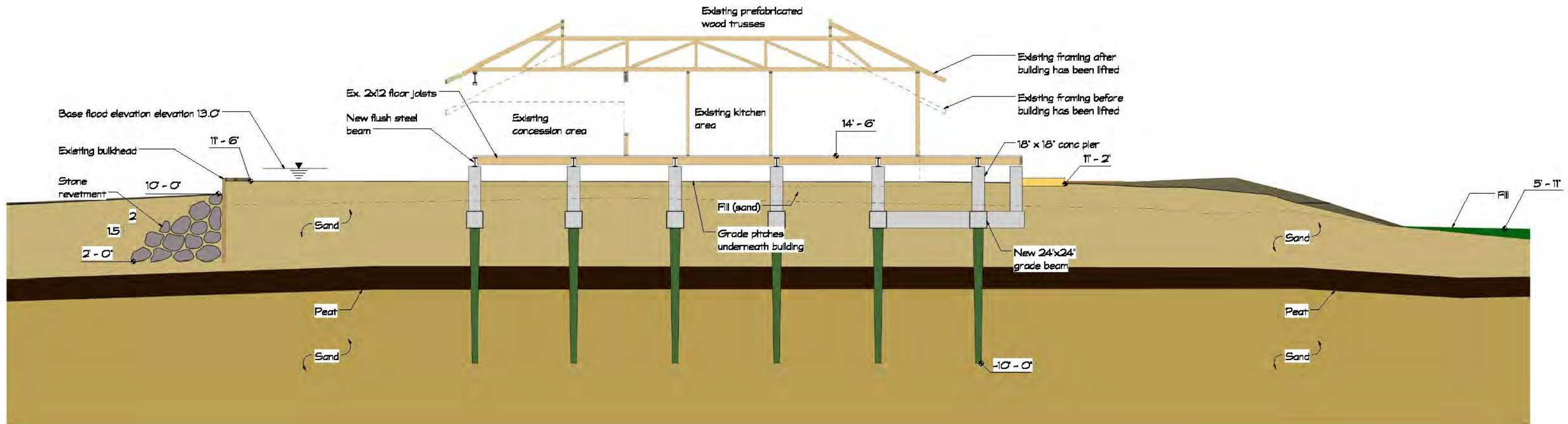
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PROPOSED SITE SECTION**

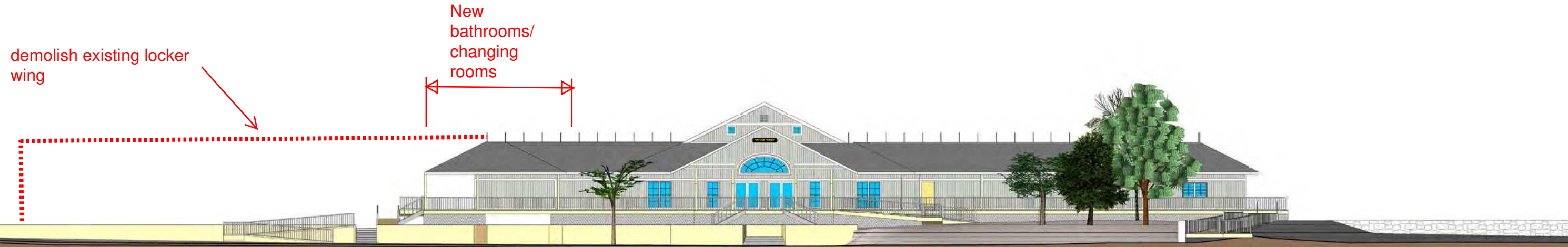


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Incorporated

Structural and
Architectural
Engineering

50 Thorpe Street
Fairfield, CT
06824-5725
Tel. 203 254-7131
Fax 203 254-0263
www.dcstructural.com

**PENFIELD PAVILION
PROPOSED EXTERIOR ELEVATIONS**



Structural and
Architectural
Engineering

**DeStefano &
Chamberlain**

Incorporated

50 Thorpe Street
Fairfield, CT
06824-5725
Tel. 203 254-7131
Fax 203 254-0263
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MEMO

From: Ed Boman
To: Board of Selectmen, Board of Finance and RTM
Date: July 30, 2014
Re: Reallocation of FY 2014 Non-Recurring Capital Funds for Police and Fire HVAC Improvements

The RTM appropriated \$160,000 and \$172,000 for heating, ventilation and air-conditioning (HVAC) improvements at the Police Station and Firehouse Number 1 in March 2013. Public Works proposes a reallocation of this funding in order to leverage additional funding from United Illuminating (UI).

United Illuminating has a program named Energy Opportunity which Fairfield has used to complete \$2,331,000 in energy improvements over the last twelve years. The Town's share of the \$2,331,000 was \$416,390, \$393,627 of which was funded by the WPCA reserves. The following is an explanation of the reallocation of funds proposed in order to take advantage of UI's Energy Opportunity program for the police and fire HVAC improvements.

Police Station

The Police Department Building is over 40 years old. It was built before energy management was a priority. Moreover, it is manned 24 hours a day and included Emergency Management Services. It is the Town's largest consumer of electricity and gas, other than the WPCF.

There are many continuing problems at the Station with heating and cooling system and controls, despite many attempts to correct them. For that reason, the Public Works Department decided that a comprehensive effort was needed before we attempted any other fix. Two analyses were carried out:

- An engineering analysis of the building's HVAC system and controls utilizing the as built drawings, and
- A new energy audit based on that analysis

The studies found the following:

- The rooftop air handler had to be replaced
- There are three separate, partial control systems in the building, often fighting each other.
- There are two heating systems, a perimeter baseboard and an overhead VAV .
- The ceiling VAV s provides cooling only
- The perimeter baseboard always providing heating and cooling
- One system can be heating while the other is cooling, making everyone uncomfortable
- The VAV system is malfunctioning for other reasons, including broken valves

Public Works and Earth Core Energy Services, the Town's energy consultant, developed a comprehensive program with UI to complete the work as one project. The new project would cost \$472,000 and includes:

- Replacing all VAV boxes with high energy efficient VVT boxes
 - adding controls to create 65 individual heating and cooling zones as one source for heating and cooling sources
 - Occupied and unoccupied sensors—\$162,250
- Adding the new rooftop unit and retrofitting the perimeter baseboard as the second source for heating and cooling, with an economizers
- CO2 sensors for automatic air exchange when required---\$147,750
- Adding controls for the boiler room, the first air handler unit, the VFDs, and other HVAC equipment---\$72,,500
- Energy dashboard, software and interconnect with microgrid--\$53,500
- Engineering, design, construction oversight, etc. \$36,000

UI is providing funding of \$229,710. Fairfield has an appropriation of \$160,000, leaving a balance of \$82,299. We are asking for a transfer of this amount from the Firehouse 1 project to cover that cost.

Firehouse Number 1

Firehouse Number 1 on Reef Road is 60 years old as is the HVAC system, and has age problems with the boiler. In addition, air-conditioning is provided only to the second floor. The original appropriation planned the following:

- Replacement of cooling only rooftop unit
- Replacement of basement boiler
- Ductwork and radiator modifications
- Controls

Once again, Public Works decided on a comprehensive approach to the Firehouse project. The Town's energy consultant developed the following program:

- Demolition of basement boiler
- Replacement of existing rooftop air handling unit with an energy efficient unit
- Addition of second energy efficient rooftop air handling unit, for the dorm/gym
- Both units capable to supply heating and cooling
- Both include economizers
- The VAV boxes will be replaced with high energy efficient VVT boxes
- 28 separate zones with individual heating and cooling controls
- The 28 zones will also have occupied/unoccupied schedules
- CO2 sensors for automatic air exchanges when required.

Public Works was able to combine the Towns appropriation of \$172,000 with the UI Energy Opportunity program to leverage another \$121,456. The total estimated cost of the improvements is \$210,292. Total Town cost is \$88,836, leaving a balance of \$83,164.

The following chart explains the transfer request:

Police Dept.		Fire Dept.	
Total Cost	\$472,000	Total Cost	\$210,292
Less UI Loan	- 100,000	Less UI Loan	-100,000
Less UI grants	-129,701	Less UI grants	-21,456
Town Share	-242,299	Town Share	\$88,836
Appropriation	- 160,000	Appropriation	172,000
Balance	(\$ 82,299)	Balance	\$83,164

A RESOLUTION AMENDING AND RESTATING THE BOND RESOLUTION ADOPTED BY THE REPRESENTATIVE TOWN MEETING ON MARCH 18, 2013 ENTITLED “A RESOLUTION APPROPRIATING A SUM NOT TO EXCEED \$1,037,000 FOR THE COSTS OF CERTAIN NONRECURRING CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION” TO REALLOCATE BOND PROCEEDS BETWEEN PROJECT CATEGORIES.

Whereas, the Representative Town Meeting on March 18, 2013, adopted a resolution entitled “A RESOLUTION APPROPRIATING \$1,037,000 FOR THE COSTS OF CERTAIN NONRECURRING CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION” (the “Original Resolution”) which resolution authorizes funds for six projects listed on Exhibit A thereto; and

Whereas, the Original Resolution authorized \$172,000 for the project entitled “Fire Station #1 – HVAC Improvements”; and

Whereas, the cost of such project has been decreased by at least \$84,000 to \$88,000; and

Whereas, the Original Resolution authorized \$160,000 for a project entitled “Police Station - HVAC”; and

Whereas, the cost of such project has increased by approximately \$84,000 to \$244,000.

Therefore, it is resolved that the Original Resolution is amended and restated to read as follows:

A RESOLUTION APPROPRIATING \$1,037,000 FOR THE COSTS OF CERTAIN NONRECURRING CAPITAL PROJECTS 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 One Million Thirty-Seven Thousand and 00/100 (\$1,037,000) Dollars to fund all costs associated with the nonrecurring capital projects described on **Exhibit A** attached hereto, inclusive of planning, design and engineering fees, other professional fees, demolition, construction and oversight costs and temporary and permanent financing costs (collectively, the "Projects"), in the amount of such appropriation allocated to each Project as set forth in **Exhibit A**. Any reallocation of unused bond proceeds from one project category listed as items 1-6 on **Exhibit A** to a different project category listed on **Exhibit A** that would cause the cost of such project to exceed the cost listed on **Exhibit A** shall require approval by the Board of Selectmen, Board of Finance, and the Representative Town Meeting.
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 One Million Thirty-Seven Thousand and 00/100 (\$1,037,000) Dollars and issue bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Projects.
3. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act), Chapter 173 (School Building Projects) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue

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

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

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

8. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the 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.
9. 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.
10. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States.
11. The First Selectman 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.

EXHIBIT A

TO

A RESOLUTION APPROPRIATING \$1,037,000 FOR THE COSTS OF CERTAIN NONRECURRING CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION

1.	Old Town Hall- Installation of Emergency Generator	\$105,000
2.	Duck Farm Road Bridge - Design of new bridge over Mill River	\$300,000
3.	Fire Station #1 - HVAC Improvements	\$88,000
4.	Police Station - HVAC	\$244,000
5.	Fairfield Woods Branch Library Re-roofing Project	\$200,000
6.	H. Smith Richardson – Bunker and tee box renovation	<u>\$100,000</u>
	TOTAL	\$1,037,000

MEMO

From: Ed Boman
To: Board of Selectmen, Board of Finance and RTM
Date: July 30, 2014
Re: Grants to Purchase three Compressed Natural Gas Vehicles

Public Works has applied for and received a grant for \$47,050 to purchase three compressed natural gas (CNG) vehicles. The grant pays for the incremental cost of the alternate fuel from the conventional fuel. The three vehicles are in this year's approved budget.

The vehicles are replacement vehicles ,including:

- Two Ford vans for Public Works, and
- One Ford bus for the Senior Center.
- That will bring the total number of CNG vehicles owned by Fairfield to 30. CNG vehicles provide substantial environmental as well as economic benefits to the taxpayer, as compared to diesel or gasoline vehicles::
- Over 50% reductions in vehicle emissions, including Nox, Sox, ozone and particulate matter. The latter ids a major cause of childhood and senior respiratory diseases.
- A savings of over \$2.00 a gallon from gasoline and \$2.10 a gallon from diesel.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) 594-2830

June 10, 2014

Mr. Edward Boman
Assistant Director of Public Works
Town of Fairfield
725 Old Post Road
Fairfield, CT 06430

Dear Mr. Boman:

It is my pleasure to inform you that the Department of Transportation (Department) has approved the City of Fairfield's request to receive funding under the 2014 Connecticut Clean Fuel program. The Department has approved the request for the following alternative fuel vehicle(s) at the following maximum incremental cost per vehicle:

Two (2) Ford Transit Cargo Compressed Natural Gas w/18GGE Vans @ \$10,400 each
One (1) Ford E450 B.O.C. Compressed Natural Gas w/29GGE Bus @ \$26,250

Please complete and return the attached program confirmation form to the Department by July 11, 2014. Also please make a copy for your records. The information on the program confirmation form will be used to prepare the project Agreement, which will detail the program requirements.

Program participants will be reimbursed only for the vehicle(s) specified in the Agreement at the maximum amount specified per vehicle in the Agreement. If the required dealer's invoice indicates a lesser incremental cost per vehicle, the program participant will be reimbursed that lesser amount.

If you have any questions, Kevin Peak, the Department's contact person for this program, can be reached at (860) 594-2807 or by e-mail at kevin.peak@ct.gov.

Very truly yours,

Michael A. Sanders
Transit Administrator
Bureau of Public Transportation