

# *Town of New Fairfield*

*Selectmen's Office  
4 Brush Hill Road  
New Fairfield, Connecticut*

**BOARD OF SELECTMEN  
SPECIAL MEETING  
MONDAY, AUGUST 24, 2020  
4:00 P.M.**

**ZOOM MEETING  
<https://zoom.us/j/96120125579>**

**Join Zoom Meeting  
Meeting ID: 961 2012 5579  
Dial In: (929)205-6099**

## AGENDA

1. Call to Order
2. Discuss and possibly vote on STEAP Grant Application
3. Discuss and possibly vote on Master Retainer Agreement for Motion to Intervene in PURA Investigation of Eversource Response to Tropical Storm Isaias
4. Discuss and possibly vote to release bond held on Quail Ridge subdivision
5. Adjournment

AUG 21 2020  
Received for Record \_\_\_\_\_  
at 11 in 00 AM and recorded by \_\_\_\_\_  
Pamela J. Dohan, Town Clerk, New Fairfield, CT



## 2020 Small Town Economic Assistance Program (STEAP) Guidelines and Application

*Please read this information before completing the application*

The Small Town Economic Assistance Program (C.G.S. Section 4-66g) funds economic development, community conservation and quality of life projects for localities that are ineligible to receive Urban Action bonds (CGS Section 4-66c). This program is coordinated by the Office of Policy and Management and grants are administered by appropriate state agencies.

STEAP funds are issued by the [State Bond Commission](#) and **can only be used for capital projects**. A project is considered to be a capital project if it is new construction, expansion, renovation or replacement for an existing facility or facilities. Project costs can include the cost of land, design, engineering, architectural planning, and contract services needed to complete the project.

***It is important that you read all of the guidance provided in this document, as changes have been made to eligibility requirements, application requirements and STEAP grant term periods. OPM would like to emphasize the following:***

- *Grants awarded will have a two (2) year term and may be considered for a one (1) year extension to the grant end date. No grant shall have a term longer than three (3) years.*
- *STEAP grants are not intended to be “banked” or “grouped together” over the course of multiple years. Each award is to be used expressly for the purpose and scope of work as outlined in the application it was awarded for.*
- *No changes in scope will be approved.*
- *All additional funding for the project listed in the application must be secured at the time of application.*
- *A municipal match is required.*
- *Municipalities should be prepared to enter into a grant assistance agreement/contract with the administering agency shortly after being notified of an award, therefore municipalities should only apply for a project which is near-term (“shovel ready” or “nearly shovel ready”). Once a grant assistance agreement/contract is in place, the municipality should be prepared to commence project work and incur all STEAP-funded project expenditures between the start and end dates of the agreement/contract. All grant payments will be made on a reimbursement basis only, after the municipality has incurred and paid for the STEAP related project expenditures. The administering agency will provide you with guidance on what information must be submitted to seek reimbursement. Expenditures incurred before the start date or after the end date of the agreement/contract will not be eligible for reimbursement (\*see COVID-19-related special provision to follow).*
- *Unspent grant funds will not be repurposed for other uses. Such unspent funds will be returned to the STEAP program account and will be used for awards made in future rounds.*

### Funding Level

The 2020 round of STEAP grants will be funded from an aggregate amount of \$15,000,000. Individual grant award amounts will depend on the number of participating towns, and the number of qualified applications selected to receive an award. The maximum grant amount that can be requested is \$128,205.

### Timeline

- July 13, 2020 Announcement of 2020 STEAP Grant Program
- ~~August 14, 2020~~ AUGUST 28, 2020 STEAP Applications Due by noon
- September 14, 2020 (on or about) Projected Grant Award Notification

**Official Contact:** [Martin.Heft@ct.gov](mailto:Martin.Heft@ct.gov), 860-418-6355

### Grant Award Term

- Two-year initial contract term
- One-time extension not to exceed one (1) year
- Three-year total maximum period

### Eligibility Requirements & Provisions

- Eligible municipalities are determined by the FY20 Public Investment Community Index and CGS 4-66g(b) (see municipality listing on pages to follow).
- Municipalities which are eligible to opt into the STEAP program, but are not currently opted in, must submit their opt-in request **prior** to submitting their STEAP application.
- Municipalities with projects more than five years old or which have expired contracts, that have not been closed out with the administering agency are ineligible to apply for new funding.
- A municipal match or share is required:
  - Match funds must be municipal funds, not funds from other state or federal grants
  - There is not a set percentage or dollar amount for the municipal match requirement
  - Municipal salaries and/or expenses cannot be counted toward the municipal match
  - Funds spent on planning, design, engineering are acceptable matches
  - Municipality must spend 100% of its match prior to final reimbursement
  - Match expenditures can be those allowable project-related expenditures which were incurred before or during the grant contract period
- Funding for the entire project has been secured.
- An authorizing resolution by the local legislative body, or, in any town where the legislative body is a town meeting, by a vote of the board of selectmen, which authorizes the Chief Executive Officer to accept such grant if awarded, and enter into and execute any and all agreements, contracts and documents necessary to obtain said 2020 STEAP Grant with the State of Connecticut. This authorizing resolution needs to be submitted to the administering agency within thirty days of grant award notice if such resolution is not available at time of application. A sample resolution is at the end of this document.
- There will be no changes in scope from the approved application:
  - The grant is to be used for the purpose for which it was awarded
  - Project work must be germane to the original scope
- STEAP funds will only be paid on a reimbursement basis for allowable project-related expenditures incurred between the start and end dates established on the fully executed contract with the administering agency (\*see COVID-19-related special provision to follow).
- Consistent with past practices, these grants will be administered by project relevant agencies other than OPM.

**\*COVID-19-Related Special Provision:**

\*Notwithstanding any grant, agreement and/or contract provisions of the administering agency, due to the March 10, 2020 Declaration of Public Health and Civil Preparedness Emergencies, certain COVID-19-related capital expenditures incurred on or after 3/10/20 and prior to a grant start date for a grant awarded as a result of this application, shall be eligible for reimbursement as outlined below. The town must certify that any grant application requests related to a COVID capital project has not and will not be requested for reimbursement under any other state or federal funding source.

For application purposes, those COVID-19-related expenditures related to new construction, expansion, renovation or replacement for an existing facility or facilities, including cost of land, design, engineering, architectural planning, and contract services needed to complete the project, will be deemed eligible.

For equipment-type items (such as, but not limited to portable generators, portable and programmable electronic signs, public safety/emergency equipment, connectivity/communication equipment/materials, etc.), only items with an individual value of at least \$1,000 and a useful life of at least 5 years will be considered. When multiple like-items each with an individual value of less than \$1,000 are purchased together (such as, but not limited to emergency radios for police or fire), these items will be considered if the total of the like-items exceeds the \$1,000 minimum threshold and such items will be used for 5 or more years. For such items, the town may be required to provide additional information to support that the item is in fact a capital expenditure. Expenditures for PPE and other disposable type items are not eligible expenditures as they are not capital in nature.

This COVID-19-Related Special Grant Provision is applicable to the 2020 round of STEAP grants. This provision may or may not be applicable in future rounds and is subject to the discretion of the Secretary of OPM.

**Projects eligible for STEAP funds include:**

- Economic development projects such as (a) constructing or rehabilitating commercial, industrial, or mixed-use structures and (b) constructing, reconstructing, or repairing roads, access ways, and other site improvements;
- Recreation and solid waste disposal projects;
- Social service-related projects, including day care centers, elderly centers, domestic violence and emergency homeless shelters, multi-purpose human resource centers, and food distribution facilities;
- Housing projects;
- Pilot historic preservation and redevelopment programs that leverage private funds; and
- Other kinds of development projects involving economic and community development, transportation, environmental protection, public safety, children and families and social service programs.

**Priority Project Areas:**

- **COVID-19 related capital projects (as outlined above)**
- Shovel ready projects which are at a stage where project work can begin
- Promoting economic growth
- Developing our workforce

**Priority Project Areas, continued:**

- Improving the quality of life and fiscal stability of municipality
- Improving the grand list
- Infrastructure
- Making government more effective, efficient and customer friendly
- Economic development projects within transit-oriented areas
- Solid waste disposal projects
- Pollution control (water, waste, energy) in order to reduce costs and environmental impacts
- Public Service Answering Point (PSAP) Consolidation

**Expenditures that cannot be funded by STEAP Grant funds:**

- Programmatic expenditures or recurring budget expenditures are **not** eligible for STEAP or any other state bond program. The Office of Policy and Management reserves the right to not fund or reimburse certain projects or certain project components with State bond funds due to public policy reasons.
- The following expenditures are not eligible for reimbursement : ceremonial or entertainment expenses; publicity; bonus payments; reserves; charges in excess of the lowest responsible bid where competitive bidding is required unless prior approval is obtained; deficits or overdrafts; interest charged; any judgment for damages arising from the project; fines and penalties; meals, municipal salaries or employee expenses.
- Project components **not** allowable for STEAP fund payment: Furniture, fixtures and equipment (FF&E). FF&E includes movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities. FF&E includes, but is not limited to desks, chairs, computers, electronic equipment, appliances, tables, bookcases and partitions. (Exceptions: see **\*COVID-19-Related Special Provision** on previous page with regard to certain components listed in this section.)
- Goods and/or services purchased and/or provided before the contract start date, or after the contract end date will **not** be funded. (Exceptions: see **\*COVID-19-Related Special Provision** on previous page with regard to reimbursements related to certain capital expenditures incurred prior to contract start date.)
- STEAP funds **cannot** be used to represent the required municipal “match” or “share” portion for another state or federal grant.

For the purposes of this application and any subsequent award, “Authorized Signatory” refers to the municipality’s Chief Executive (Town Manager, Mayor, First Selectman, etc.) – the individual who is legally authorized to apply for the grant and who has the authority to enter into any subsequent agreements.

**THIS APPLICATION, ITS RECEIPT, AND/OR ANY SUBSEQUENT ANNOUNCEMENT OR NOTIFICATION OF AN AWARD ASSOCIATED WITH THIS APPLICATION, DOES NOT CONSTITUTE A CONTRACT. A CONTRACT EXISTS ONLY WHEN ALL REQUIRED CONTRACTUAL DOCUMENTS ARE SUBMITTED BY THE PROSPECTIVE GRANTEE AND ARE APPROVED BY THE STATE AGENCY ASSIGNED TO ADMINISTER THE GRANT. THE TOWN WILL BE NOTIFIED WHEN THE CONTRACT IS FULLY EXECUTED.**

**C.G.S. §4-66g SMALL TOWN ECONOMIC ASSISTANCE PROGRAM**

Opt-In provisions can be found after the following chart

Municipality	STEAP Eligible	PIC Community	Distressed Municipality	Municipality w/Urban Center Per Adopted Plan
Andover	YES	NO	NO	NO
Ansonia	NO	YES	YES	YES
Ashford	OPT-In Eligible	YES	NO	NO
Avon	YES	NO	NO	NO
Barkhamsted	YES	NO	NO	NO
Beacon Falls	OPT-In Eligible	YES	NO	NO
Berlin	YES	NO	NO	NO
Bethany	YES	NO	NO	NO
Bethel	YES	NO	NO	NO
Bethlehem	YES	NO	NO	NO
Bloomfield	OPT-In Eligible	YES	NO	NO
Bolton	YES	NO	NO	NO
Bozrah	YES	NO	NO	NO
Branford	YES	NO	NO	NO
Bridgeport	NO	YES	YES	YES
Bridgewater	YES	NO	NO	NO
Bristol	NO	YES	YES	YES
Brookfield	YES	NO	NO	NO
Brooklyn	OPT-In Eligible	YES	NO	NO
Burlington	YES	NO	NO	NO
Canaan	YES	NO	NO	NO
Canterbury	YES	NO	NO	NO
Canton	YES	NO	NO	NO
Chaplin	OPT-In Eligible	YES	YES	NO
Cheshire	YES	NO	NO	NO
Chester	YES	NO	NO	NO
Clinton	YES	NO	NO	NO
Colchester	YES	NO	NO	NO
Colebrook	OPT-In Eligible	YES	NO	NO
Columbia	YES	NO	NO	NO
Cornwall	YES	NO	NO	NO
Coventry	YES	NO	NO	NO
Cromwell	YES	NO	NO	NO
Danbury	NO	NO	NO	YES

Municipality	STEAP Eligible	PIC Community	Distressed Municipality	Municipality w/Urban Center Per Adopted Plan
Darien	YES	NO	NO	NO
Deep River	YES	NO	NO	NO
Derby	OPT-In Eligible	YES	YES	NO
Durham	YES	NO	NO	NO
East Granby	YES	NO	NO	NO
East Haddam	YES	NO	NO	NO
East Hampton	YES	NO	NO	NO
East Hartford	NO	YES	YES	YES
East Haven	OPT-In Eligible	YES	YES	NO
East Lyme	YES	NO	NO	NO
East Windsor	OPT-In Eligible	YES	NO	NO
Eastford	YES	NO	NO	NO
Easton	YES	NO	NO	NO
Ellington	YES	NO	NO	NO
Enfield	NO	YES	NO	YES
Essex	YES	NO	NO	NO
Fairfield	YES	NO	NO	NO
Farmington	YES	NO	NO	NO
Franklin	YES	NO	NO	NO
Glastonbury	YES	NO	NO	NO
Goshen	YES	NO	NO	NO
Granby	YES	NO	NO	NO
Greenwich	YES	NO	NO	NO
Griswold	OPT-In Eligible	YES	YES	NO
Groton	NO	YES	NO	YES
Guilford	YES	NO	NO	NO
Haddam	YES	NO	NO	NO
Hamden	OPT-In Eligible	YES	NO	NO
Hampton	YES	NO	NO	NO
Hartford	NO	YES	YES	YES
Hartland	YES	NO	NO	NO
Harwinton	YES	NO	NO	NO
Hebron	YES	NO	NO	NO
Kent	YES	NO	NO	NO
Killingly	NO	YES	YES	YES
Killingworth	YES	NO	NO	NO

Municipality	STEAP Eligible	PIC Community	Distressed Municipality	Municipality w/Urban Center Per Adopted Plan
Lebanon	YES	NO	NO	NO
Ledyard	YES	NO	NO	NO
Lisbon	YES	NO	NO	NO
Litchfield	YES	NO	NO	NO
Lyme	YES	NO	NO	NO
Madison	YES	NO	NO	NO
Manchester	NO	YES	NO	YES
Mansfield	OPT-In Eligible	YES	NO	NO
Marlborough	YES	NO	NO	NO
Meriden	NO	YES	YES	YES
Middlebury	YES	NO	NO	NO
Middlefield	YES	NO	NO	NO
Middletown	NO	YES	NO	YES
Milford	YES	NO	NO	NO
Monroe	YES	NO	NO	NO
Montville	OPT-In Eligible	YES	YES	NO
Morris	YES	NO	NO	NO
Naugatuck	OPT-In Eligible	YES	YES	NO
New Britain	NO	YES	YES	YES
New Canaan	YES	NO	NO	NO
New Fairfield	YES	NO	NO	NO
New Hartford	YES	NO	NO	NO
New Haven	NO	YES	YES	YES
New London	NO	YES	YES	YES
New Milford	YES	NO	NO	NO
Newington	YES	NO	NO	NO
Newtown	YES	NO	NO	NO
Norfolk	YES	NO	NO	NO
North Branford	YES	NO	NO	NO
North Canaan	YES	NO	NO	NO
North Haven	YES	NO	NO	NO
North Stonington	YES	NO	NO	NO
Norwalk	NO	NO	NO	YES
Norwich	NO	YES	YES	YES
Old Lyme	YES	NO	NO	NO
Old Saybrook	YES	NO	NO	NO
Orange	YES	NO	NO	NO
Oxford	YES	NO	NO	NO
Plainfield	OPT-In Eligible	YES	NO	NO



Municipality	STEAP Eligible	PIC Community	Distressed Municipality	Municipality w/Urban Center Per Adopted Plan
Plainville	OPT-In Eligible	YES	NO	NO
Plymouth	OPT-In Eligible	YES	NO	NO
Pomfret	YES	NO	NO	NO
Portland	YES	NO	NO	NO
Preston	YES	NO	NO	NO
Prospect	YES	NO	NO	NO
Putnam	OPT-In Eligible	YES	YES	NO
Redding	YES	NO	NO	NO
Ridgefield	YES	NO	NO	NO
Rocky Hill	YES	NO	NO	NO
Roxbury	YES	NO	NO	NO
Salem	YES	NO	NO	NO
Salisbury	YES	NO	NO	NO
Scotland	OPT-In Eligible	YES	NO	NO
Seymour	OPT-In Eligible	YES	NO	NO
Sharon	YES	NO	NO	NO
Shelton	YES	NO	NO	NO
Sherman	YES	NO	NO	NO
Simsbury	YES	NO	NO	NO
Somers	YES	NO	NO	NO
South Windsor	YES	NO	NO	NO
Southbury	YES	NO	NO	NO
Southington	YES	NO	NO	NO
Sprague	OPT-In Eligible	YES	YES	NO
Stafford	OPT-In Eligible	YES	NO	NO
Stamford	NO	NO	NO	YES
Sterling	OPT-In Eligible	YES	YES	NO
Stonington	YES	NO	NO	NO
Stratford	OPT-In Eligible	YES	NO	NO
Suffield	YES	NO	NO	NO
Thomaston	OPT-In Eligible	YES	NO	NO
Thompson	YES	NO	NO	NO
Tolland	YES	NO	NO	NO
Torrington	NO	YES	YES	YES
Trumbull	YES	NO	NO	NO
Union	YES	NO	NO	NO
Vernon	NO	YES	NO	YES

Municipality	STEAP Eligible	PIC Community	Distressed Municipality	Municipality w/Urban Center Per Adopted Plan
Voluntown	OPT-In Eligible	YES	NO	NO
Wallingford	YES	NO	NO	NO
Warren	YES	NO	NO	NO
Washington	YES	NO	NO	NO
Waterbury	NO	YES	YES	YES
Waterford	YES	NO	NO	NO
Watertown	YES	NO	NO	NO
West Hartford	NO	NO	NO	YES
West Haven	NO	YES	YES	YES
Westbrook	YES	NO	NO	NO
Weston	YES	NO	NO	NO
Westport	YES	NO	NO	NO
Wethersfield	OPT-In Eligible	YES	NO	NO
Willington	YES	NO	NO	NO
Wilton	YES	NO	NO	NO
Winchester	OPT-In Eligible	YES	YES	NO
Windham	NO	YES	YES	YES
Windsor	OPT-In Eligible	YES	NO	NO
Windsor Locks	YES	NO	NO	NO
Wolcott	YES	NO	NO	NO
Woodbridge	YES	NO	NO	NO
Woodbury	YES	NO	NO	NO
Woodstock	YES	NO	NO	NO

Municipalities which have an Urban Center Per Adopted Plan are NOT eligible for either the STEAP program or the STEAP Opt-In Provision.

Municipalities which are designated as a PIC Community, and or a Distressed Municipality, are eligible to Opt-In to the STEAP program as long as the municipality does not have an urban center as per adopted plan. The Opt-in period shall be for four years, and during that four-year period, municipalities which have opted in are NOT eligible to receive Urban Act funding. [Click this link](#) for the STEAP statutory authority which outlines the Opt-In requirements.

### STEAP OPT-IN PROVISIONS

Municipalities deemed eligible for the STEAP Opt-In provision may elect to be eligible for said program individually or as part of a group of municipalities in lieu of being eligible for financial assistance under section 4-66c (Urban Act Grants), by a vote of its legislative body or, in the case of a municipality in which the legislative body is a town meeting, its board of selectmen, and submitting a written notice of such vote to the Secretary of the Office of Policy and Management. Any such election shall be for the

four-year period following submission of such notice to the secretary and may be extended for additional four-year periods in accordance with the same procedure for the initial election.

It is important to note that once a municipality opts-in to the STEAP program, the opt in period lasts for four years from the submission date of the opt-in request. There is no provision to opt-out prior to the end of the four-year term.

Municipalities which have already opted in and the term of the opt-in has not expired as of the due date for this application, do not need to submit an opt-in request to apply for STEAP. However, if an opt-in municipality is awarded a STEAP grant from this current round, the town must renew their opt-in if their current opt-in expires during the term of the grant. **For complete statute, click this link: [C.G.S. §4-66g](#).**

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**SCROLL DOWN FOR APPLICATION FORM AND SUBMITTAL REQUIREMENTS**

State of Connecticut  
Office of Policy and Management [www.portal.ct.gov/opm](http://www.portal.ct.gov/opm)  
STEAP Project Application, Analysis & Eligibility  
*Pursuant to Connecticut General Statutes Section 4-66g*

**APPLICATION FOR FY 2020 STEAP GRANT FUNDING**

Towns may submit one (1) STEAP application for one (1) project, with a maximum request of \$128,205. Complete instructions are outlined on pages 16 through 19 of this application.

You must save your completed application then attach your completed application along with all other required attachments to an email and send to:

[opm.steapapplications@ct.gov](mailto:opm.steapapplications@ct.gov)

--- IMPORTANT ---

**DO NOT ENTER "SEE ATTACHED" IN SECTIONS THAT ASK FOR DETAILS.  
PLEASE PROVIDE THE REQUESTED INFORMATION ON THE ACTUAL APPLICATION UNLESS A  
SECTION SUGGESTS USING A SEPARATE PAGE OR ATTACHMENT.**

Applicant Town: **New Fairfield** Tax ID (FEIN) No.:

Authorized Signatory Full Legal Name: **Patricia Del Monaco**

Authorized Signatory Title: **First Selectman**

Authorized Signatory Email: **pdelmonaco@newfairfield.org**

Authorized Signatory Phone Number: **203-312-5600** Extension:

Town Office Street Address / PO Box: **4 Brush Hill Rd** Town Office Zip Code: **06812**

Project Name/Title: **COVID Related HVAC Improvements**

Proposed Project Street Address: **3 and 4 Brush Hill Road** Zip Code: **06812**

If no project address is available, please provide street intersection detail.

Provide a list of all parcel numbers impacted by the project:

The 2020 round of STEAP grants will be funded from an aggregate amount of \$15,000,000. Individual grant award amounts will depend on the number of participating towns, and the number of qualified applications selected to receive an award. **Requested amount of STEAP Funding (\$128,205 max.): \$128,205**

Will this project offer a benefit to your community related to the COVID-19 Public Health and Civil Preparedness emergencies? Check one:  YES /  NO

If you answered YES above, please provide a brief explanation of how this project will benefit the community as it relates to the COVID-19 Public Health and Civil Preparedness emergencies: **The current AC units in both New Fairfield Town Hall and the Town Hall Annex cannot provide sufficient outdoor air intake and air exchanges to mitigate COVID exposure for employees and the public. This project will increase both by installing energy-recovery ventilators to new and existing air handling units and adding ultraviolet germicidal irradiation to return air ducts.**

Name, phone and email address of person preparing this application:

**Patricia Del Monaco, First Selectman**  
**4 Brush Hill Road**  
**New Fairfield, CT**  
**203-312-5600**  
**[pdelmonaco@newfairfield.org](mailto:pdelmonaco@newfairfield.org)**

Identify town officials and professionals that may be contacted with questions regarding this application:

Names, phone numbers and email addresses:

**Antonio Iadarola, P.E.**  
**Town Engineer**  
**4 Brush Hill Road**  
**New Fairfield, CT**  
**203-948-5718**  
**[tonyiada@aol.com](mailto:tonyiada@aol.com)**

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1.) Provide a description of the proposed project which includes the purpose of the project. Please be clear as to whether the funds you are requesting are for design, planning, site acquisition and/or construction. **Please be as comprehensive as possible in the description of this project (\*Note: only capital projects will be considered: new construction, expansion, renovation, or replacement project for an existing facility or facilities. Project costs can include the cost of land, design, engineering, architectural planning, and contract services needed to complete the project. For a description of expenditures that cannot be funded with STEAP funds, see page 4).**

**The money requested will strictly be used to implement/construct the following scope of work:**

**Generally, the approach to mitigate concerns related to air quality due to COVID at Town Hall and Annex Buildings includes the following goals.**

Increase outdoor air and air exchanges by installing energy-recovery ventilators (ERV) to new and existing air handling units.

We will increase the outdoor air (OA) ventilation to. Increasing OA will be done as much as the system and space conditions allow. To allow greater amounts of outside air without impacting the performance of the air handling equipment, we will utilize energy-recovery ventilator (ERV.). ERVs will temper the outside air ventilation, reducing the energy use and increasing the amount of outside air that can be introduced into the space. The new ERV units will be retrofitted into existing air handling units allow them to supply high amount of outside air without effecting the coil performance of the system.

Install Ultraviolet Germicidal Irradiation (UVGI) at return air of existing and new air handling units

We will include Ultraviolet Germicidal Irradiation (UVGI) as part of the mitigation design. The design will utilize 254nm bulbs, UVC energy at 254 nanometers provides the required germicidal effect. The design will be based on a 99% kill rate per hour with an air turnover of six air changes per hour.

**Specific Proposed Scope of Work:**

**Town Hall:**

Upper Level:

- a. Provide new ERV Units to supply outside air to the three existing air handlers
- b. Provide UVGI at Return of each air handling unit.
- c. Add additional return air ducts as possible to facilitate better air circulation.

Lower Level:

- a. Provide two new Air Handling units. One located at the bottom of the steps and another where the oil tanks are located, externally adjacent to the Health Department. Both units would have the largest possible fresh air intake that the unit can sustain. Some ceiling work is required and soffits will need to be constructed.
- b. Provide UVGI at Return of each air handling unit.
- c. Utilize existing ERV for East Side Floor area. I was surprised to find this unit!
- d. Provide New ERV for West Side of Floor.

**Town Hall Annex Building:**

**Upper Level:**

- a. Provide new ERV Units to supply outside air to the three existing air handlers
- b. Provide UVGI at Return of each air handling unit.

2.) How will this project impact and benefit the community? Please include any projected economic impact and job creation or retention estimates.

**This project will ensure a safe working environment for Town Hall employees and the public by adding adequate ventilation and disinfection to the existing HVAC systems.**

3.) What, if any, planning or design work has begun or been completed on this project?

**Initial building assessments for both buildings have been completed and all HVAC systems have been inspected. Detailed design scope of work has been prepared. Initial construction scope of work for the project has also been put together which includes an assessment of equipment needed. Preliminary cost estimates have been prepared.**

4.) Is the proposed project consistent with the [State Plan of Conservation and Development](#)?  
YES or NO     **Yes**

5.) Is the proposed project consistent with your local Conservation & Development (C&D) Plan?  
YES or NO  
**Yes**

6.) Last date local C&D Plan Adopted: **09/22/2014** (mm/dd/yyyy)

7.) Will the project require the conversion of lands currently in agricultural use to non-agricultural use?  
YES or NO **No**

8.) Does the project area contain prime or important agricultural soils that are greater than 25 acres in area?

YES or NO **No**

9.) Does this project impact state-owned property (i.e.: state facilities, state roads and/or bridges, state parks, forests or other state-owned land.) If yes, please provide the location and a brief explanation.

**No**

10.) Will any project related activities be conducted within a floodplain\*?

YES or NO **No**

(\*If you answer “yes” to question 10, please be advised that the provisions of the [Dept. of Energy and Environmental Protection’s Flood Management Certification](#) are applicable.)

11.) Describe the environmental and social impacts of the proposed project. For example, impacts related to traffic, floodplains, natural resources/wetlands, endangered species, archeological resources, historical structures, neighborhoods, utilities, parks, cemeteries etc. *(If necessary, attach response in a separate document with the following heading: “Environmental & Social Impacts”.)*

**Currently there are no Environmental impacts associated with this proposed project. Some examples of Social impacts to the Public Sector that would come out of Town performing this project include the Town being viewed as a responsible employer and respecting its workforce and the public that uses these buildings This project would allow the Town to adhere to employment laws, workplace safety, adhere to Federal and State requirements related to COVID-19, comply to employment contracts and agreements, and show a strong commitment to serving the public by taking every responsible step possible to keep Town wide operations open and serving the public to the fullest possible extent during these difficult times.**



12.) Is this project a phase of a larger plan? YES or NO **No**

If YES, please complete a through e below.

If NO, skip to #13.

- a.) What phase are you applying for?
- b.) How many phases are there in total?
- c.) What state agency/agencies administers/administered the previous phase(s)?

Agency Name:            or n/a

- d.) Who is/was the state agency contact person for this project?

Agency Contact Name:            or n/a

- e.) Attach additional information regarding the overarching, long-term plan if applicable. Attachment heading should read "Long Term Plan".

Attached: YES or NO

13.) What is the amount of Town/Local matching funds for this project?

Amount \$ **27,695**

14.) Project Funding – And STEAP Fund Use/Budget

Please complete the attached Funding and Budget Worksheet. The purpose of the work sheet is to reflect how much money has already been spent on the project, how much money will be spent on the project moving forward, what types of expenditures you will use the STEAP funds for, and how much match funding the municipality is committing to the project. You are reminded that STEAP funds cannot be used as a municipal "share" or "match" for any other state or federal grant, and no other state or federal grants can be used to satisfy the "match" for this grant application.

15.) Please summarize amounts and types of funds, if any that have been expended to date for this project.

**None**

16.) If this is not part of a multi-phase project, has any work already begun? If yes, please summarize.

17.) If this is a multi-phase project, please provide a brief summary of the work completed to date.

N/A

18.) Should this project be awarded a STEAP grant, how soon after our contract is fully executed, would STEAP funded project work begin? (CHECK ONE BOX BELOW)

30 days  60 days                      90 days                      90+ days

19.) Will this project move forward if the requested STEAP funds are not awarded or are awarded only in part? Please explain.

**Yes. Improvements are necessary to provide a safe work environment for employees particularly as we enter colder weather and cannot continue to operate with open windows and fans to improve ventilation.**

20.) Was this project not selected in a previous round of STEAP grants? **No**

21.) Will this project require a referendum/legislative body vote? If “no”, check this box and skip to question 23. If already approved by vote, enter vote date here                      and skip to question 23. If to be voted on in future, enter projected date of vote here                      . If your application is selected for an award, the project must be approved by vote within 30 days of being notified of the award. A copy of the municipality’s approval of the project, whether in resolution format or memorialized in meeting minutes, must be submitted to the administering agency.

22.) Has this project been rejected at a previous referendum/legislative body vote? YES or NO **No**. If yes, what has changed that leads you to believe that it will pass at the next referendum/legislative body vote?

23.) Has there been, or do you anticipate a measurable level local opposition to the project which may interfere with the expedient use of grant funds should this project be selected for an award?

**No**

24.) Is there any other relevant information you feel may be helpful, please include it below:

**Include the following material with your completed and signed application:**

1. Site location indicated on a flood map
2. Property boundary map
3. Two separate real estate appraisals, if land acquisition is proposed. ***\*Note: STEAP funds cannot exceed the appraised value established in the appraisals***
4. Project plans / concept plans
5. Proposed project schedule and duration of project (or project phase) to be funded by these STEAP funds should they be awarded
6. Project cost estimates supporting the request for funding
7. List of necessary local, state, and federal permits and approvals required for the project; list the status of each if applicable
8. Environmental site assessments (if applicable)
9. Any town resolution(s) in support of application for this grant and/or resolutions in support of the project for which you are seeking this grant. (An authorizing resolution to apply for this grant is not required, however other resolutions will be required as part of your contracting process should you be selected to receive an award.) A sample resolution is provided on page 19 of this document.
10. [Municipal Certification of Eligibility for OPM Discretionary State Funding \(rev. 03/26/18\) \(Please see the COVID-19-Related Information related to this certification by clicking THIS LINK\)](#)
11. Budget Worksheet that has been provided with this application
12. Acceptance & Certification (pages 17 and 18 of this document)

## ACCEPTANCE & CERTIFICATION

(Page 1 of 2)

**This Acceptance and Certification must be read and signed by the Authorized Signatory of the municipality in order for the municipality/project to be considered for STEAP funding.**

My signature below, as Authorized Signatory of the Town of \_\_\_\_\_, indicates acceptance of the following and further certifies that:

1. I understand that should this grant application be approved I will be required to sign an assistance agreement/contract with the assigned administering agency delineating the terms and conditions of this grant;
2. I will comply with any grant terms and conditions required by the administering agency;
3. I understand that various permits and permit-related documentation may be required by the administering agency as required by either the Connecticut General Statutes or Connecticut regulations, including but not limited to a Flood Management Certification;
4. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
5. I understand that if this project warrants a Connecticut Environmental Policy Act (CEPA) review pursuant to Sections 22a-1 through 22a-1h of the Connecticut General Statutes that I will comply with such an environmental assessment. Further, if a CEPA is required, I understand that there are costs associated with such a review and that the municipality is in a position to continue with the proposed project despite this cost;
6. I understand that this application will be examined by the Intergovernmental Policy and Planning Division of the Office of Policy and Management for consistency with the State Plan of Conservation and Development and that I may be contacted if additional information is required for that review;
7. I understand that projects which convert twenty-five or more acres of prime farmland to a nonagricultural use will be reviewed by the Commissioner of Agriculture, in accordance with Section 22-6 of the Connecticut General Statutes;
8. I understand that I am responsible for meeting the requirements to remain eligible for discretionary state funding as outlined at [this link](#).

**ACCEPTANCE & CERTIFICATION**

**(Page 2 of 2)**

9. I will supply the Office of Policy and Management with all documentation supporting my authority to enter into an assistance agreement, including but not limited to applicable certified minutes and by-laws from the town denoting my authority to apply for the grant and the authority to enter into such an agreement should a grant be awarded;
10. I understand that if this application leads to the award of a STEAP grant for this project, that no payment will be made for project expenses incurred prior to the start date, unless such expenditures are satisfactorily determined by the administering agency to be allowed pursuant to the **\*COVID-19-Related Provision** (page 3) or after the end date as set forth in the fully executed contract; and
11. I have read, in full, all pages of this application package, entitled Small Town Economic Assistance Program (STEAP) Guidelines and Application.

Authorized Signatory's Name (Please Print)

Title

\_\_\_\_\_  
Signature

Date

**You must save this completed application, then attach your completed application, the separate completed budget workbook, and all other required attachments to an email and send to:**

**[opm.steapapplications@ct.gov](mailto:opm.steapapplications@ct.gov)**

**STEAP APPLICATION - 2020  
PROPOSED STEAP GRANT USE (PROJECT BUDGET)**

<b>TOWN NAME:</b>	New Fairfield
<b>PROJECT TITLE:</b>	COVID 19 - Town Hall and Town Hall Annex HVAC Improvements
<b>TOTAL PROJECT BUDGET:</b>	\$155,900.00
<b>STEAP GRANT AMT. REQUESTED:</b>	\$128,205.00

Please only list expenditures that will be funded by the STEAP grant you are applying for.

PROPOSED STEAP GRANT USE (PROJECT BUDGET)		
Expenditure Category	Description of Expenditure	Amount of STEAP Grant to be used (per category)
Professional Services	Design and other professional services required for the project.	\$0.00
Acquisition		\$0.00
Construction	Construction cost to include labor and materials for the project	\$128,205.00
Renovation		\$0.00
Other, describe:		
Other, describe:		
Other, describe:		
Other, describe:		
Other, describe:		
Other, describe:		
Other, describe:		
Other, describe:		
Other, describe:		
Other, describe:		
Other, describe:		
Total should equal 100% of STEAP amount requested:		\$128,205.00

The total should equal Column C, Row 33 on the Secured Funding Sources tab

PROJECT FUNDING SOURCES										
Expenditure Category	Amounts funded by this STEAP Application	Previous STEAP Grant Amts.	Secured Federal Funding Amts.	Secured State Funding Amts. (other than STEAP)	List "Secured State Funding Amts. other than STEAP" Source	Secured Match Amounts	List "Match" Funding Source	Approved Capital Budget Fund Amts.	Secured "Other Funding" Amts.	List "Other Funding" Source
Professional Services:	\$0.00	\$0.00	\$0.00	\$0.00	0	\$27,695.00	Town Capital Funds	\$0.00	\$0.00	N/A
Acquisition:	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	N/A	\$0.00	\$0.00	N/A
Construction:	\$128,205.00	\$0.00	\$0.00	\$0.00	0	\$0.00	N/A	\$0.00	\$0.00	N/A
Innovation:										
Other (list category below):										
TOTALS:	\$128,205.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,695.00		\$0.00	\$0.00	
TOTAL OF ALL SECURED FUNDING:		\$27,695.00								
AMOUNT REQUESTED IN THIS APPLICATION:		\$128,205.00								
GRAND TOTAL:		\$155,900.00								

The total in Column C, Row 33 should equal the amount you are requesting in your STEAP application.

**MUNICIPAL CERTIFICATION OF RESOLUTION**

Below is the suggested format for the municipal certification of the town's resolution which authorizes the Chief Executive Officer of the municipality to accept a STEAP grant and enter into any required contracts/agreements necessary to facilitate such grant. The title of the Chief Executive Officer can be changed to reflect the appropriate title with respect to your municipality's form of government (i.e., Mayor, Town Manager, First Selectman, etc.).

A copy of the relevant resolution shall accompany the below certification. The below certification must be printed on the municipality's letterhead and must bear the official seal of the town/town clerk. For embossed seals with no ink, please darken the impression with graphite so it will be visible on the scanned document.

Required language to be included in the town's resolution appears in the indented portion of the certification below.

---

**Municipal Certification of Resolution - STEAP 2020**

I, \_\_\_\_\_, Town Clerk of the Town of \_\_\_\_\_, a municipality organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of the resolution adopted at the Representative Town Meeting of said municipality at the Regular Monthly Meeting held on \_\_\_\_\_ (month, day, year):

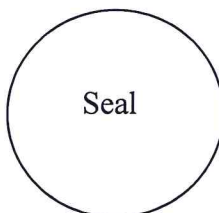
"RESOLVED, that First Selectman Patricia Del Monaco (name) be, and hereby is, authorized to accept on behalf of the Town of New Fairfield, a 2020 Connecticut STEAP Grant in the amount \_\_\_\_\_ of \$ 128,205 for Town Hall and Annex HVAC improvements (project description); and

FURTHER RESOLVED, that First Selectman Patricia Del Monaco (name) is hereby authorized to enter into and execute any and all agreements, contracts and documents necessary to obtain said 2020 STEAP Grant with the State of Connecticut."

AND I DO FURTHER CERTIFY that the above resolution has in no way been altered, amended or revoked, and is in full force and effect.

AND I DO FURTHER CERTIFY that Patricia Del Monaco (name) is the first selectman of the town of New Fairfield, and has been since November 21, 2017 (date of instatement).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2020.



\_\_\_\_\_  
Signature/Town Clerk  
Town of \_\_\_\_\_



## MASTER RETAINER AGREEMENT

### *Via e-mail*

Rudy Marconi  
First Selectman  
Town of Ridgefield

Dan Rosenthal  
First Selectman  
Town of Newtown

Pat Del Monaco  
First Selectman  
Town of New Fairfield

**Re: Retention of Cohen and Wolf, P.C. as Legal Counsel**

Dear Rudy, Dan and Pat:

As discussed with each of you, this Master Retainer Agreement (the "Agreement") will govern the fees charged, and allocation of those fees among any municipality that signs onto this Agreement regarding the representation described below. This Agreement sets forth the entire agreement between the Town of Ridgefield, Town of Newtown, and Town of New Fairfield (the "Towns") and Cohen and Wolf, P.C. (the "Firm"), concerning the Towns' retention of the Firm as legal counsel in connection with the matters described in this Agreement. This Agreement applies only to the matters described herein and does not alter any other agreements between any of the Towns and the Firm.

### **Scope of Representation**

The Towns have retained the Firm to provide legal services to the Towns in connection with the following:

- Legal advice and representation as counsel in connection with PURA Docket 20-08-03.

The Towns acknowledge that the Firm has made no representations or guarantees about the outcome of the matters for which the Firm has been engaged to provide legal services.

### **Adding Parties to this Agreement**

The Towns understand and agree that additional municipalities may choose to sign onto the representation described herein. Any additional municipality that signs onto this representation will be required to sign a copy of this Agreement, and agree to all provisions herein, including the Allocation of Fees section below.

### **Client Cooperation**

The Towns agree to provide to the Firm all relevant information known or available to the Towns concerning the matters for which the Firm is providing legal representation and advice to the Towns, and the Towns agree that such information will be complete and accurate (to the best of the Towns' knowledge and belief) and that the Towns will cooperate fully with the Firm in its representation of the Towns concerning the matters. The Towns also acknowledge that the Firm has advised the Towns that the Towns have a duty to preserve documents, materials, and electronically stored information that are potentially relevant to claims or defenses concerning matters involving disputes that are covered by this Agreement.

### **Fees for Services Rendered**

The Towns agree to pay the Firm (at the Firm's usual hourly rates in effect at the time bills are rendered) for all billed time of attorneys and paralegals with the Firm who perform services in connection with the matters covered by this Agreement. The Firm will provide a 20% discount to the Towns on all fees. Billed time includes all time spent on the matters such as conferences or communications with personnel at the Client, intra-office conferences and communications, telephone calls, correspondence, legal research, and travel to and from locations away from the Firm's offices, as well as all pre-trial and trial work if a matter involves litigation. The hourly rates for the Firm's attorneys presently range from \$185 to \$600, and the hourly rates for the Firm's paralegals presently range from \$100 to \$200. The Firm's hourly rates are reviewed and adjusted periodically. Attorneys at the Firm who will provide legal advice and representation to the Client in connection with the matters covered by this Retainer Agreement will likely include Jason Buchsbaum, whose hourly rate is currently \$400 (\$320 with discount); David Ball, whose hourly rate is \$475 (\$380 with discount); and Marc Herman, whose hourly rate is \$265 (\$212 with discount).

### **Allocation of fees among Towns**

The Towns will equally share the fees billed in this matter. Each municipality will only be responsible for payments of fees allocated to that municipality as set forth in this paragraph. The Firm will provide one billing statement each month as described below with all time incurred on this matter to the Towns and will include an addendum allocating the fees as one third to each Town. If any additional municipalities sign onto this Agreement, the fees will be further allocated equally with any additional municipality. Such allocation with any new parties will be effective as of the date any additional party signs onto the representation.

### **Costs and Expenses**

The Towns agree to pay the Firm for all costs and expenses which the Firm pays or incurs on the Town's behalf in connection with the matters covered by this Retainer Agreement. Costs and expenses may include, among other things, delivery service fees, computerized research charges, toll calls, copying charges, fax charges, fees for service of process and subpoenas, court fees, transcript fees, and fees for experts and consultants. The Firm may require the Towns to provide advances to cover anticipated costs and expenses, or the Firm may require the Towns to pay costs directly to third-party providers as they render bills.

### **Itemized Bills**

The Firm will send to the Towns itemized bills setting forth the Firm's accrued fees and expenses in connection with the matters covered by this Retainer Agreement. The Towns agree that any bill that is not fully paid by a retainer or advance previously provided by the Towns to the Firm shall be paid in full by the Towns, together with any additional advance requested, within 30 days of the date of the bill. If the Towns dispute in any way all or any portion of the fees or expenses charged in a bill from the Firm, the Towns must provide to the Firm written notice of the disputes within 30 days of the date of the Firm's bill. All disputes by the Towns with respect to the charges for fees and expenses that are set forth in each bill from the Firm will be deemed to be waived by the Towns unless the Towns send to the Firm written notice of the disputes within the 30 days of the date of the Firm's bill.

### **No Fixed Fee**

The Towns acknowledge and agree (i) that the matters covered by this Agreement are being billed on an hourly basis; (ii) that the Firm has not made any commitments to the Towns concerning the maximum amount of fees or costs to be incurred in connection with the matters covered by this Agreement; and (iii) that any estimates of fees and costs regarding the matters covered by this Agreement that may be made by the Firm are only estimates, and the actual amounts of fees and costs may therefore be higher or lower than any such estimates.

### **Termination of Representation**

Any of the Towns may terminate the Firm's representation of that particular Town at any time by sending to the Firm written notice of such termination. The Firm may also, upon notice to the Towns, terminate its representation of the Towns if the Towns fail to pay any amounts due to the Firm under this Agreement, or for any other reason that the Firm deems such a termination to be appropriate. If any matter for which the Towns has retained the Firm is then in litigation, the Towns agree that the termination is not effective until the court has approved the withdrawal of the Firm as the Client's counsel. If the Firm's representation of the Towns is terminated, the Towns remain obligated to pay all amounts due to the Firm under this Agreement.

### **Collection**

If the Firm pursues collection efforts to recover from the Client any amounts due to the Firm under this Retainer Agreement that the Client has failed to pay, and the Firm prevails, the Firm shall be entitled to recover from the Client the reasonable attorney's fees and expenses (including but not limited to the fees of the arbitrators in any arbitration) incurred by the Firm in connection with such collection efforts.

### **Entire Agreement; Modification**

This Retainer Agreement represents the entire agreement between the Towns and the Firm concerning the Firm's representation of the Towns in connection with the matters described in it. This Agreement may only be modified by a writing signed by both the Towns and the Firm.

### **Governing Law**

This Agreement and the rights and obligations of the parties under it shall be governed, construed and enforced in accordance with Connecticut law without giving effect to any choice of law or conflict of law provision or rule (whether of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Connecticut.

### **Severability**

If any provision of this Agreement as presently written is declared to be illegal, invalid or unenforceable in an arbitration or judicial proceeding having jurisdiction, such provision shall be deemed to be amended and shall be construed so as to effectuate the intent of the parties, and if no validating construction is possible, such provision shall be severable and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

### **Execution in Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement, and copies of this Agreement with signatures that are transmitted by facsimile or other electronic means shall have the same force and effect as originals.

### **Arbitration of Disputes**

**Any controversy, claim or dispute (other than the Firm's right and any of the Towns' right to terminate the Firm's representation of the Client as provided in this Retainer Agreement) between any of the Towns on the one hand, and the Firm or any attorney or other person associated with the Firm on the other hand, which is not resolved informally, and which arises out of or relates in any way whatsoever to this Retainer Agreement or the breach thereof, the Firm's relationship with the Towns, the services rendered to the Towns by the Firm or by any attorney or other person associated with the Firm, or the fees and expenses charged to the Towns by the Firm, shall be resolved by final and binding arbitration to be held at the Firm's offices in Danbury, Connecticut, or at such other location to which the Towns and the Firm may agree in writing, administered either by the American Dispute Resolution Center, Inc. under its Commercial Arbitration Rules or by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction. THE TOWNS UNDERSTANDS THAT BY AGREEING TO THIS ARBITRATION PROVISION, THE TOWNS ARE WAIVING THE TOWNS' RIGHT TO HAVE ANY AND ALL CONTROVERSIES, CLAIMS OR DISPUTES WITH THE FIRM AND ANY ATTORNEYS OR OTHER PERSONS ASSOCIATED WITH THE FIRM RESOLVED IN A JURY TRIAL OR IN A TRIAL TO A COURT.**

### **File Retention and Destruction.**

At the conclusion of any matter for which the Firm has been engaged to provide legal services for the Towns, the Firm will retain the files relating to the matter for a period of 7 years. At the expiration of the 7-year period, the Firm reserves the right to arrange to destroy the files (and the Towns agree that the Firm may destroy the files) unless the Towns have notified the Firm in writing before then that the Towns wish to take possession of the files and has made arrangements acceptable to the Firm to do so. The Firm reserves the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

Please confirm that you have read this Agreement, and that you understand and voluntarily agree to the terms of this Agreement, by signing and dating it below where indicated and then returning the executed Retainer Agreement to us. We will send you a copy of the fully executed Retainer Agreement for your files.

Very truly yours,

COHEN AND WOLF, P.C.

By:   
\_\_\_\_\_  
Jason A. Buchsbaum  
Vice President

Dated: August 20, 2020

**AGREED AND ACCEPTED:**

**Town of Ridgefield**

By: \_\_\_\_\_  
Rudy Marconi  
First Selectman, duly authorized

Dated: \_\_\_\_\_

**Town of Newtown**

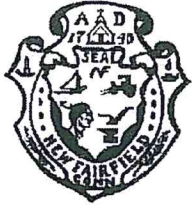
By: \_\_\_\_\_  
Dan Rosenthal  
First Selectman, duly authorized

Dated: \_\_\_\_\_

**Town of New Fairfield**

By: \_\_\_\_\_  
Pat Del Monaco  
First Selectman, duly authorized

Dated: \_\_\_\_\_



# The Planning Commission

Town of New Fairfield  
New Fairfield, CT 06812

Planning Commission  
Town of New Fairfield  
4 Brush Hill Road  
New Fairfield, Ct 06812

July 30, 2020

Board of Selectmen  
Town of New Fairfield  
1 Brush Hill Road  
New Fairfield, Ct 06812

Re: **Bond Release for Common Driveway Bond  
Quail Ridge Development**

Attention: Pat Del Monaco, 1st Selectman  
Khris Hall, Selectman  
Kim Hanson, Selectman

Please be advised at the regular meeting of the Planning Commission, Town of New Fairfield, the Commission, on July 27, 2020, voted to report a positive referral, 5-0-0, for the bond release of the existing bond balance of \$75,000.00 on Quail Ridge Development, based upon the recommendation from Tony Iadarola.

Very Truly yours,

Cynthia Ross-Zweig  
Planning Commission Chairman  
Town of New Fairfield



**TOWN OF NEW FAIRFIELD**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING DIVISION**  
4 Brush Hill Road  
New Fairfield, CT  
06812-2619

**TOWN ENGINEER**  
Antonio Iadarola, P.E.

June 15, 2020

Planning Commission  
4 Brush Hill Road  
New Fairfield, CT 06812

RE: Bond Release for Common Driveway Bond  
Quail Ridge Development

Dear Commission Members:

The developer of the above noted subdivision has requested the release of the balance of the bond for the common driveway.

Previously, I had recommended that the \$200,000.00 bond be reduced to \$75,000.00. With all of the work now completed, I can now recommend the release of the existing bond balance of \$75,000.00. The developer has provided a maintenance bond for \$20,000.00.

Should you approve this release, please forward a positive referral to the Board of Selectmen for their approval.

If you have any questions please contact me.

Sincerely,

*Tony Iadarola*

Antonio Iadarola, P.E.  
Town Engineer

cc: First Selectman

BUILDING & GROUNDS DIVISION ♦ ENGINEERING ♦ HIGHWAY DIVISION ♦ RECYCLING DIVISION ♦ VEHICLE  
MAINTENANCE

OFFICE LOCATION: TOWN GARAGE 188 ROUTE 37, NEW FAIRFIELD, CONNECTICUT 06812

PHONE: (203) 312-5628 ♦ FAX: (203) 312-5678

PART-TIME TOWN ENGINEER HOME PHONE 203-746-0503



**IRREVOCABLE STANDBY  
LETTER OF CREDIT**

Date of Issue: April 26, 2018

Letter of Credit Number:

Beneficiary: Town of New Fairfield  
4 Brush Hill Road  
New Fairfield, CT 06812

Applicant: Spruce Ridge Craftsmen, Inc.  
35 Ball Pond Road East  
New Fairfield, CT 06812

Amount: \$200,000.00

Expiration Date: April 1, 2023  
subject to renewal as described herein

To: Town of New Fairfield

The Savings Bank of Danbury ("Bank") hereby issues in favor of Town of New Fairfield ("Beneficiary") this irrevocable and non-transferable Standby Letter of Credit and authorizes Beneficiary to draw on The Savings Bank of Danbury for the account of Spruce Ridge Craftsmen, Inc. (the "Applicant") up to an aggregate amount of Two Hundred Thousand and No/100 (\$200,000.00) available by presentation of your drafts at sight and bearing the clause "Drawn under Letter of Credit # 91629708 " and accompanied by the following documents:

1. The original Letter of Credit and all amendments thereto, if any, plus a statement of all prior amounts drawn on the Letter of Credit.
2. Beneficiary's statement signed by a duly authorized official of the Town of New Fairfield certifying that "Spruce Ridge Craftsmen, Inc. has failed to fully and faithfully complete all of the improvements as required by the Town of New Fairfield for the Quail Ridge Re-subdivision project at 102 Shortwoods Road, New Fairfield, Connecticut. "

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Drafts must be drawn and presented at this office together with the accompanying statement by April 1, 2023 (the "Expiration Date").

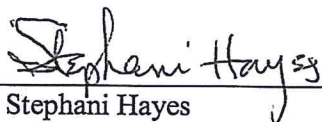
This Letter of Credit shall be automatically extended for a one (1) year period from the present Expiration Date and for up to three (3) additional years, unless we notify Beneficiary in writing by certified mail at least thirty (30) days prior to the Expiration Date that we elect not to extend this Letter of Credit. In the event of our electing not to extend, Beneficiary may draw hereunder provided Beneficiary's draft is accompanied by a statement signed by the Beneficiary that the underlying obligation referred to herein is still outstanding. Notwithstanding the above, the final Expiration Date of this Letter of Credit shall be April 1, 2027.

It is a condition hereof that the amount of credit available with respect to this Letter of Credit will be automatically reduced by the total amount of all prior drafts presented by Beneficiary to the Bank.

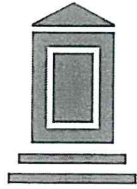
The Bank hereby agrees that all drafts drawn and presented to the Bank under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation to us at our offices at 35 West Street, Danbury, Connecticut 06810, on or before the expiration date shown above.

Except so far as otherwise expressly stated, this documentary credit is subject to the "Uniform Customs and Practice for Documentary Credits" (2007 Revision) fixed by the International Chamber of Commerce (Publication 600), and any amendments thereto.

**SAVINGS BANK OF DANBURY**

A handwritten signature in cursive script that reads "Stephani Hayes". The signature is written in dark ink and is positioned above a horizontal line.

By: Stephani Hayes  
Its Vice President  
Duly Authorized



**Savings Bank  
of Danbury**



**FIRST AMENDMENT TO  
LETTER OF CREDIT #91629708**

THESE TERMS ARE TO BE CONSIDERED AS PART OF THE FOLLOWING CREDIT AND  
MUST BE ATTACHED THERETO.

Date: April 23, 2019

Beneficiary: Town of New Fairfield  
4 Brush Hill Road  
New Fairfield, CT 06812

Applicant: Spruce Ridge Craftsmen, Inc.  
35 Ball Pond Road East  
New Fairfield, CT 06812

Gentlemen:

Letter of Credit # 91629708 dated April 26, 2018 in the amount of \$200,000.00 in your favor for the account of Spruce Ridge Craftsmen, Inc. is hereby amended as follows:

The amount of the Letter of Credit is hereby reduced to \$75,000.00.

All other terms and conditions of the Letter of Credit remain the same and unchanged.

Sincerely,

**SAVINGS BANK OF DANBURY**

Stephani Hayes  
Its Vice President  
Duly Authorized