CONSERVATION COMMISSION
FAIRFIELD, CONNECTICUT
SPECIAL MEETING AGENDA
7:05 p.m. Wednesday, February 6th, 2019

BOARD OF ED SEMINAR ROOM 295 A & B (2ND FL) 501 Kings Highway East

PLEASE NOTE TIME AND LOCATION

Kevin Gumpper, Chairman (FM) Catherine O’Donnell, Secretary (FM)
Jennifer Hauhuth, Vice Chairman (FM) Elizabeth Jones (FM) Richard A. D’Amico (FM)
Felicia B. Watson (FM) Charlie Rowan (FM) Milan Bull (A)
Nelson North (A) VACANCY (A)

FM = Full Member A = Alternate Member

CALL TO ORDER

APPOINTMENT OF ALTERNATES IF NECESSARY

I. NEW BUSINESS

A. State of CT DEEP Open Space and Watershed Land Acquisition program – Award of $82,500.00 in matching funds to the Town of Fairfield for the Preservation and Acquisition of Open Space Property located at 760 Oldfield Road.

II. OTHER

VI. ADJOURNMENT
BOARD OF SELECTMEN MEETING
AGENDA – REVISED 2
January 16, 2019

The regular meeting of the Board of Selectmen will be held at 5:00 p.m. on Wednesday, January 16, 2019 in the first floor conference room of Sullivan Independence Hall.

Michael C. Tetreau, First Selectman
Edward J. Bateson, Selectman
Christopher W. Tymniak, Selectman

1) CALL TO ORDER

2) PLEDGE OF ALLEGIANCE

3) MINUTES
   To consider and act upon the minutes of:
   Regular Meeting of January 2, 2019

4) APPOINTMENTS
   To hear, consider and act upon the following appointment:
   Fire Commission
   Thomas R. Bremer (D), 36 Getty Circle, term 11/18 – 11/23
   (to fill a vacancy for Barbara Rifkin whose term expired)

5) SHERMAN ELEMENTARY SCHOOL BUILDING COMMITTEE
   To hear an update from the Sherman Elementary School Building Committee

6) PLANNING DIRECTOR
   To hear a FEMA CRS progress report on action items outlined in the Regional Hazard Mitigation Plan

7) CONSERVATION DIRECTOR (requires RTM approval and a report from the Town Plan and Zoning Commission)
   To hear and consider the following resolution as recommended by the Conservation Director:

   RESOLVED, that the Town of Fairfield sell the property know as 150 Trail Street to Leslie M. Richmond for the sum of $32,518 as more particularly set forth in Request for Proposal #2019-42.

8) CONSERVATION DIRECTOR (requires Board of Finance and RTM approval and a report from Town Plan and Zoning Commission)
   To hear, consider and act the following resolution as recommended by the Conservation Commission:

   RESOLVED, that the Town of Fairfield purchase a 3.6 acre undeveloped parcel known as 760 Oldfield Road, Assessor’s Map No. 232 Lot 153, from George Henry Saum for the sum of $165,000 as more particularly set forth in real estate sales agreement between said parties; and
FURTHER RESOLVED, that the First Selectman be, and hereby is, authorized to expend fifty percent of the purchase price of said property, one hundred percent of said funds to be reimbursed by a CT Department of Energy & Environmental Protection Open Space and Watershed Land Acquisition Grant (OSWA-526) and that the First Selectman be, and hereby is, authorized to accept said grant and to execute any and all necessary documents to secure said grant; and

FURTHER RESOLVED that the remaining fifty percent of the funds for the purchase of said property be taken from the H. Smith Richardson Conservation Trust as approved by the Conservation Commission on January 17, 2018 and that the First Selectman be, and hereby is, authorized to execute any and all documents necessary to effectuate the use of said funds.

9) FIRE CHIEF
To hear, consider and act upon the following resolution as recommended by the Fire Chief:

RESOLVED, that the Fairfield Fire Department, under the Mutual Aid Plan, is hereby authorized to transfer a surplus Fire Department rescue vehicle to the Town of Stratford to be used as regional mass casualty equipment in support of staging area management, incident rehab operations, mass gathering events and mass trauma events, said vehicle to be operated and maintained by Stratford Emergency Management Services.

10) DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT (requires Board of Finance and RTM approval)
To hear, consider and act upon the following resolution as recommended by the Director of Community and Economic Development:

WHEREAS, pursuant to C.G.S. Section 4-66g, the Connecticut Department of Economic and Community Development (DECD) is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the Town of Fairfield undertake streetscape improvements in the Stratfield Village Business District with an estimated cost of $750,000, $650,000 to be funded through DECD’s Urban Act grant program and $100,000 to be funded by the Town;

NOW THEREFORE BE IT RESOLVED, that Michael C. Tetreau, First Selectman of the Town of Fairfield, is duly authorized to enter into and sign contracts on behalf of the Town of Fairfield with the Connecticut Department of Economic and Community Development for the purpose of obtaining said grant funding; and

FURTHER RESOLVED, that the First Selectman is authorized to accept said grant, to provide such additional information and execute such other documents as may be required in connection with said grant, to execute any amendments, rescissions, and revisions thereto, and to act as the authorized representative of the Town of Fairfield.
11) DIRECTOR OF PUBLIC WORKS (requires Board of Finance and RTM approval)
   To hear, consider and act upon the following resolution as recommended by the Director of Public Works:

   WHEREAS, it is desirable and in the public interest that the Town of Fairfield undertake pedestrian safety improvements in the Southport/Post Road Business District with an estimated cost of $460,000, $360,000 to be funded through the State of Connecticut Department of Transportation (DOT) Community Connectivity Grant Program (CCGP) and $100,000 to be funded by the Town (State Project No. 0170-3513);

   NOW THEREFORE BE IT RESOLVED, that Michael C. Tetreau, First Selectman of the Town of Fairfield, is duly authorized to enter into and sign contracts on behalf of the Town of Fairfield with the State of Connecticut Department of Transportation for the purpose of obtaining said grant funding; and

   FURTHER RESOLVED, that the First Selectman is authorized to accept said grant, to provide such additional information and execute such other documents as may be required in connection with said grant, to execute any amendments, rescissions, and revisions thereto, and to act as the authorized representative of the Town of Fairfield.

12) NON-RECURRING CAPITAL
   To hear, consider and act certain Town and Board of Education non-recurring capital project requests

13) TAX COLLECTOR
   To consider and act upon tax refunds as recommended by the Tax Collector in the amount of $7,660.88.

14) To hear, consider and act upon any other business which shall properly come before this meeting

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

DATE: January 15, 2019

TO: Brian Carey, Conservation Director

FROM: Jim Wendt, Planning Director

SUBJECT: 760 Oldfield Road; CT DEEP, Open Space and Watershed, Land Acquisition Grant

On Tuesday, January 8, 2019, the Town Plan and Zoning Commission voted unanimously to make a favorable recommendation, pursuant to Section 8-24 of the CT General Statutes, regarding the proposed acquisition of the above captioned property.
January 11, 2019

Brian Carey  
Town of Fairfield  
Town Hall  
725 Old Post Road  
Fairfield, CT 06824

Re: 760 Oldfield Road  OSWA-562

Dear Brian,

Congratulations! The Town of Fairfield has been awarded a grant to purchase and protect open space through the Open Space and Watershed Land Acquisition Grant Program. It is now time to get to work, not to say some fine work hasn’t already been completed. It is a pleasure to work with sponsors like you, who have the foresight to save visually beautiful and resource rich open space land.

To proceed, you (the sponsor) must submit some additional information. Some of this information may have been incorporated in your application. If so, please contact us to indicate what has been submitted, so that we can confirm.

As you will see in the attached grant package, there are several steps to follow. They include mapping, ownership-property interest, contract and payment. The grant package explains all the necessary elements of the process.

If you have any questions relating to the material or the process, please feel free to contact me at (860) 424-3081 or Allyson Clarke at (860) 424-3774. We look forward to working with you to secure the grant funding and to achieve the identified open space initiative.

Sincerely,

David Stygar  
Environmental Analyst

DDS:ds  
Enclosure
CONGRATULATIONS!

You are being provided of this grant package because you submitted an application under the Open Space and Watershed Land Acquisition Grant Program and the Department of Energy and Environmental Protection (DEEP) has provided you with a grant commitment to purchase permanent interest in property. Your insight and believe that protection of our valuable natural resources is important is shared by DEEP. This grant package is designed to assist you in understanding the logistical steps and the required supporting documentation needed to complete the grant process. If, at any time you do not understand the process, please feel free to contact DEEP.

The logistical process has several interconnected steps, which need to be completed in order to achieve the ultimate outcome, receipt of funding. The steps include: property value, mapping, ownership & property interest (title search & certificate or insurance), proof of payment, deed, contract, funding and signage. Each step will be explained below.

PRELIMINARY

Every project submitted for consideration and funding under the Open Space and Watershed Land Acquisition Grant Program has statutory requirements that must be addressed.

No grant can be made for:

1. Land to be used for commercial purposes or for recreational purposes requiring intensive development except for forest management or agricultural use;
2. Land with environmental contamination (unless remediation is completed before acquisition, Fee interests taken);
3. Land which has already been committed for public use;
4. Development costs including but not limited to construction of ballfields, tennis courts, parking lots or roadways;
5. Land to be acquired by eminent domain;
6. Reimbursement of in-kind or incidental expenses associated with the land acquisition;
7. For property acquired by the grant applicant prior to the grant application deadline;
8. For property where restrictions are granted that prevent public access for passive recreation on the property. Examples of such restrictions include: exclusive use, restricted time use, quiet and peaceful enjoyment and residents only; and
9. Land where structural building are located that serve no recreational use, are a liability, have not been maintained and are in conflict with the intended use (open space) of the property.

Grants will be provided to municipalities, nonprofit land trusts and water companies for land to be preserved in perpetuity, predominately in its natural scenic and open condition, for the protection or provision of potable water, and for agricultural uses not predisposed to the construction of buildings for agricultural purposes.

A permanent conservation easement shall be provided to the State to ensure that the property remains in a natural and open condition for the conservation, open space, agriculture or water supply purpose for which it was acquired. The easement shall include a requirement that the property be made available to the general public for appropriate recreational purposes.

These properties shall be open to the public. In addition, signage identifying and committing grant properties as open space that is open to the public is a requirement of the program. Failure to comply with this requirement may lead to future grant denial.
PROPERTY VALUE

The only (accepted) means of establishing property value is with an appraisal. Please note that the application submitted for the Open Space and Watershed Land Acquisition Program (OSWA) required appraisal(s) to be submitted with the application. The appraisal will be based on the approved appraised value.

Being that you have

ALREADY COMPLETED

SUBMITTED WITH APPLICATION

- SUBMIT
- MAPPING

This category consists of two elements, the map (A-2 survey) and the associated property description.

MAP

As of the grant round awarded in 2014, and projects that have not closed out in prior grant rounds, DEEP will require the map to be submitted electronically. The purpose of this revised requirement is that DEEP has a GIS data layer of all properties acquired under this program and now needs to update that data layer in a timely and economic way. All maps, as previously required, should be of a:

1. quality that can be filed in land records
2. A-2 accuracy,
3. signed, sealed and dated by a licensed surveyor, and be tieable to the,

There are two scenario that directly affect meeting the need of this element.

SCENARIO 1:
This is where the project does not have a map and the property needs to be surveyed, or, where a defined area is being protected/cut-out for a larger parcel. In this scenario, the surveying of the property and the drafting of the map will need to follow DEEP Survey Standards (Attached as "Exhibit A" to be handed to the surveyor).

SCENARIO 2:
This is where the property has been surveyed and a recorded map exist in the land records. The least desirable electronic version of this of map would be a Portable Document Format (PDF). It is requested that the map file be submitted in the following formats (in priority): Computer Aided Design (CAD), Tagged Image File Format (TIFF); Joint Photographic Experts Group (JPEG). The submittal will need to be geo-referenced in ordered to be incorporated into the data layer and be tied to Connecticut State Plane Coordinate System, 1983 North American Datum (N.A.D. 83).

NOTE: Both electronic map files may be sent electronically to the email address below, hopefully with the property description.

Under the OSWA program, a map of the property must be submitted.

Please take note of the following issues related to the map:
- Any encroachments (including fences, lawns, buildings, decks, gardens, stone walls), right-of-ways and easements must be shown. Property interest is addressed next.
- Map notes should be consistent with recorded property rights (subject to's) found during the title search and listed either on a Certificate of Title or Title Insurance Policy.
- Structural buildings must be shown. If a specific area is being reserved (cut-out) this area must be clearly identified.
- Accurate acreages must be shown.

**PROPERTY DESCRIPTION**

A property description that matches the A2 survey is required. It is very helpful if it can be provided in a word format (preferably "MSWord") and E-mailed to David.Stygar@ct.gov or Allyson.Clarke@ct.gov sent "snail-mail" on a CD or memory stick, to David Stygar, Department of Energy and Environmental Protection, Constituent Affairs/Land Management, 79 Elm Street, Hartford, CT 06106. This minimizes drafting time of the agreement and insures fewer typographical errors.

**SUBMIT**

**OWNERSHIP – PROPERTY INTEREST** - This category consists of title search **AND** a Certificate of Title **OR** Title Policy Insurance.

**TITLE SEARCH**

A title search must be completed on the property or area that was submitted in the application. This search must go to “root” of title (40 yrs) and be less than six months old. All encumbrances must be listed. This information will be incorporated into the written property description which becomes part of the contractual agreement and easement. A suggested format is attached.

**CERTIFICATE OF TITLE OR TITLE INSURANCE**

**CERTIFICATE OF TITLE** - A requirement of the program is the issuance of a Certificate of Title to the State of Connecticut regarding the title interest of the property. While a title search is required as noted above, ultimately it will need to be in an official format, a Certificate of Title.

Please note the following issues related to a Certificate of Title:

- The Certificate of Title must be issued to the State of Connecticut;
- It must show the period covered in the search;
- It must be on the law firm letterhead;
- It must not contain any references to “private law”;
- If it references specific easements, decisions, judgments or reservations found in the land records, a copy of that record must accompany the Certificate;
- It must be less than six months old;
- If funds are needed for closing, the Certificate of Title should identify the current owner. Upon closing, a new Certificate of Title will need to be issued, showing the Sponsor as the new owner of record;
- Encroachments by abutting property owners, boundary line agreements, fence lines, buildings, trails, etc. (shown on the map) must be must be rectified prior to a draft agreement being forwarded to the Office of the Attorney General for approval.

**TITLE INSURANCE** - If the Sponsor closed on the property prior to receiving the grant reimbursement, having obtained Title Insurance must be obtained. The Sponsor must submit a copy of the policy with an amendment, adding the State of Connecticut as an insured party to the policy. The amendment should list the Sponsor as the primary titleholder and the State, simply by using the phase, “and the State of Connecticut as its interest may appear of record”. The State’s interest on the property is the easement that the Sponsor
agreed to grant to the State as part of the grant program. This action, the placement of the easement would need to be confirmed by the issuing agent for the Title Insurance Policy.

**PROPERTY DESCRIPTION** - As noted in the mapping section above, a written property description is/will be written. DEEP will proof this description. The proofed description must be part of either the Certificate of Title or the Title Insurance Policy. To keep documents consistent, this description should also be used for the closing and other deed documents.

**SUBMIT**

**PROOF OF PAYMENT/DEED**

Should the Sponsor close on the property (title transferred), proof of this transfer is required. A copy of the deed and closing statement is sufficient to meet this requirement. These documents should be submitted with the title search information.

A canceled check should also be submitted.
CONTRACT AND PAYMENT

The listed elements, mapping, property description and ownership-interest are all required for DEEP, to draft an agreement. Upon receipt of these elements, DEEP will draft the necessary agreement(s) for review by the Office of the Attorney General. Upon approval of the draft agreement(s), a final version will be forwarded to the Sponsor for execution. A cover letter outlining the process will be sent with the agreement. The Sponsor should not delay the execution of the agreement(s) once received.

CONTRACT

The Agreement is composed of several sections. They are as follows:

Open Space & Watershed Land Acquisition (OSWA) Grant Agreement - Defines terms and condition by which the Sponsor shall receive the financial assistance under this program;
Agreement Signature Page CEO signature, witness signatures/print under the signature line (2) and notarization;
Exhibit A - Nondiscrimination clause;
Exhibit B - Property Description;
Exhibit C - The Conservation and Public Recreation Easement & Agreement;
Exhibit C Signature Page CEO signature, witness signatures/print under the signature line (2) and notarization;
Exhibit C Schedule A – Property Description with encumbrances listed (same as Exhibit B).

Note: If the Sponsor purchases a Conservation Easement, Exhibit C will be a copy of the Conservation Easement and an Exhibit D will be added which will be an “Assignment” of the Conservation Easement. The Conservation Easement must be reviewed and approved by DEEP staff and the Office of the Attorney General before it is executed by the Sponsor. DEEP does have a suggested Conservation Easement format which upon request can be shared and edited.

Exhibit C (the Easement) may only be executed if the Sponsor has taken title to the property. If not, then an easement agreement identical “in form and content” to Exhibit C, will be forwarded to the Sponsor upon approval of the OSWA agreement.

Supporting Documentation to be submitted along with signed Grant and Conservation Easement Agreements:

Municipal/Corporate Resolution: A suggested format is provided. The Resolution must authorize an individual to execute the Agreement with the State. An incumbency paragraph/statement is incorporated into the Resolution. The Resolution cannot be more than six months old. It can, however, be re-certified if all the officers are unchanged. The CEO may not sign the Agreement or Easement before the authorization (Resolution) is passed.

Certification: The entity must adopt to support nondiscrimination policies. Required format is provided.

Deed: A copy of the new deed is required, if the Sponsor has taken fee-title to the property.

Contract Compliance: Any Sponsor receiving funds from the state must be on a contractor compliance list. A contractor’s compliance package is part of the agreement package. Any question regarding this package should be forwarded to DEEP Affirmative Action Office at (860) 424-3035.

Certificate of Title/Title Insurance endorsement: Previously discussed.

A complete agreement package includes, the Grant Agreement & Easement, Certificate of Title or Title Insurance Policy Endorsement/letter of intent, deed, title search, backup on any of the unique/problematic encumbrances, property boundary map(s) and proof of payment.
PAYMENT

$ If the project funding comes from a bonded authorization, the following applies:

DEEP will make payment to the Sponsor through an Automated Clearing House (ACH) account that should have been established with the Connecticut Office of the State Comptrollers (OSC). If not, accompanying this Package is a form that will assist you in setting up an Electronic Fund Transfer ACH (EFT) account. Should you have and questions please feel free to visit the OSC website osc.apdvt@ct.gov or call 860.702.3409.

Upon receipt of an approved agreement from the Office of the Attorney General, funds will be wired/transferred to the established account ACH. Once released by DEEP and the Treasurer’s Office, the funds should appear in the account within four weeks.

$ If the project funding comes from the Community Investment Act (CIA), the following applies:

If the project funding comes from the Community Investment Act or other sources, a check will be mailed to directly to the Sponsor only after an Agreement has been approved.

Please note that the Sponsor does not have a choice as to which funding source the project will receive.

TIMING OF PAYMENT

Timing of payment is based on when the sponsor needs and requests the available grant. For example, do the grant funds need to be dispersed at closing or can funding be in the form of a reimbursement. Timing is a logistical question. The documentation that is required for the program does not change based on timing of payment.

 Funds needed for closing:

Grant funds that are needed for closing require the following documentation to be supplied in order to proceed with the Grant Agreement (see "Contract" above):
Mapping and the associated property description and ownership & property interest (title search & certificate or insurance) note, any and all encroachments, if any will need to be addressed prior to closing.

The Payment account will need to be established for funds to be deposited.

At closing the Sponsor will hold the property rights and thus have the ability to execute the Conservation Easement (Exhibit C, Signature Page). A copy of the deed, a revised Certificate of Title or a signed endorsed Title Insurance Policy will need to be provided.

Payment needed for closing requires the documents (Grant Agreement and Conservation Easement) to be internally reviewed and executed by DEEP twice. This will require DEEP to go to the Office of the Attorney General three times, first as a draft review, second to seek approval of the executed Grant Agreement and finally for approval of the executed Conservation Easement or Assignment. The Sponsor needs to be aware that these reviews will require time.

 Funds being requested as reimbursement:

Grant funds that are in the form of a reimbursement require the following documentation to be supplied in order to proceed with the Grant Agreement (see "Contract" above):
Mapping and the associated property description, ownership & property interest (title search & certificate or insurance) note, any and all encroachments, if any will need to be addressed prior to closing, deed, proof of payment.

Payment as a reimbursement requires the documents (Grant Agreement and Conservation Easement) to be internally reviewed and executed by DEEP only once. This will require DEEP to go to the Office of the Attorney General two times, first as a draft review, second to seek approval of the executed Grant Agreement and the executed Conservation Easement or Assignment. The Sponsor needs to be aware that these reviews will require time, generally reimbursements take less time.
FINAL CLOSEOUT

DOCUMENTS
As previously discussed, the Sponsor will receive the original Conservation and Public Recreation Easement & Agreement after it has been approved by the Office of the Attorney General.

RECORDING
The Grant Agreement states that the Sponsor is required to record the State’s Conservation Easement in the land records of the town(s) in which the property is located. If a Conservation Easement is purchased by the Sponsor, an Assignment Agreement needs to be recorded. The original Conservation Easement or Assignment Agreement must be returned to DEEP with volume & page clearly legible.

VESTING CERTIFICATE
When either the State’s Conservation Easement or Assignment has been recorded, a Title Vesting Certificate must be issued that indicates that this encumbrance/assignment is part of the recorded title of the property. This Title Vesting Certificate is to be issued to the State of Connecticut, Department of Energy and Environmental Protection.

PERMANENT PROJECT ACKNOWLEDGEMENT SIGN

Suitable permanent public acknowledgment of Open Space and Watershed Land Acquisition Program assistance at project sites is required. Such acknowledgment will make the public aware of the State & local partnership in preserving open space. The sign shall be placed in an area that is visible by the public and of a style/design that shall be environmentally appealing. The presence of the acknowledgment sign, indicating State of Connecticut Open Space and Watershed Land Acquisition Grant Program assistance will be a matter checked during compliance inspections.

SUGGESTED SIGN FORMAT

(NAME OF PROPERTY OR PROJECT)  
(TOWN NAME AND/OR SPONSOR)  
PRESERVING OPEN SPACE AND WATERSHED LAND FOR PUBLIC USE AND ENJOYMENT  
FINANCIAL ASSISTANCE WAS PROVIDED BY STATE OF CONNECTICUT  
THE DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION  
OPEN SPACE AND WATERSHED LAND ACQUISITION PROGRAM
TITLE REPORT

SUGGESTED FORMAT
(ON ATTORNEY LETTERHEAD)

TOWN ___________________________ DATE ___________________________
OWNER ___________________________ SEARCHED BY ___________________________
ADDRESS ___________________________
PROPERTY ADDRESS ___________________________

ENCUMBRANCES
(TAXES, MORTGAGES, EASEMENTS, LIENS, LEASES, WATER PRIVILEGES, POLE LINES, DRAINAGE, RIGHTS OF WAY, ETC.)

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MUNICIPAL RESOLUTION
SUGGESTED FORMAT
(ON LETTERHEAD)

RESOLUTION

I, NAME, do hereby certify that I am the CLERK of the MUNICIPALITY, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at ADDRESS, that I am the keeper of the corporate records and seal (if a seal exists). That the following is a true and correct copy of resolutions duly adopted and ratified by the NAME OF MUNICIPAL LEGISLATIVE BODY on DATE in accordance with the constituent charter of the MUNICIPALITY and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect.

RESOLVED, that CEO NAME of MUNICIPALITY is hereby authorized to execute on behalf of the MUNICIPALITY a Grant Agreement and Conservation and Public Recreation Easement and Agreement under the Open Space and Watershed Land Acquisition Program with the State of Connecticut for financial assistance to acquire permanent interest in land known as PROJECT TITLE, OSWA ### and to manage said land as open space land pursuant to Section 7-131d of the Connecticut General Statutes.

IT IS FURTHER CERTIFIED that NAME (CEO) was ELECTED OR APPOINTED, TITLE. His/Her term of office began on DATE and will continue until DATE. As the TITLE, NAME serves as the Chief Executive Officer for the MUNICIPALITIES' NAME and on (DATE CEO SIGNED THE AGREEMENT) had both the authority and the office to sign on behalf of the (MUNICIPALITY NAME) a Grant Agreement and Conservation and Public Recreation Easement and Agreement (Assignment if an Easement is purchased) for financial assistance to purchase permanent interest in land under the Open Space and Watershed Land Acquisition Program.

Dated at CITY/TOWN, Connecticut this DATE of MONTH, 2019.

CLERK OR CORPORATE SECRETARY
**Part 1 Vendor Information**

<table>
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<th>Business Name:</th>
<th>FEIN/SSN#:</th>
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<td>Contact Name:</td>
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| Vendor Self-Serve (VSS) contact email(s): |

**Please list below the name of the individual(s) who are authorized to make changes to the bank account information.**

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**Part 2 Account Information for TEPF ACH account only**

**Bank Name:**

**Routing & Transit #: (ABA#):**

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If you are already enrolled and are changing accounts enter the last four digits of the old account below.

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I hereby authorize the State of Connecticut (hereinafter "State") to electronically deposit any payments made through the Office of the State Comptroller's Accounts Payable Division to the bank account specified above. This authorization is to remain in full force and effect until the State has received written notification from me of its termination in such time and manner as to afford the State and the bank named above a reasonable opportunity to act upon it. In the event that the State notifies the bank that funds have been deposited to the company's account In error, I hereby authorize the State of Connecticut Office of the Treasurer to initiate a reversal of the payment in accordance with National Automated Clearing House Association (NACHA) regulations and direct the bank to return said funds to the State as soon as possible. In the event that for any reason, the bank is unable to return said funds to the State, I hereby authorize the State to recover those funds by any of the following methods: (1) deducting the amount of said funds from any future payments from the State until the amount of erroneous deposit has been recovered in full; (2) making written demand on the company for return of said funds, in which case the company hereby agrees to return said funds in full to the State within two (2) weeks of receipt of such written demand; or (3) any combination of methods (1) and (2) above. The company further agrees that if such funds are not repaid to the State, the company will be liable for all costs of collection, including reasonable attorneys' fees incurred by the State in the collection of such funds, together with the maximum interest permitted by law.

I have read, understand, and agree to the above statement.

**Signature:**

**Date:**

Return this form with a completed IRS Form W-9 and a voided check or preprinted deposit slip can be submitted by:

Fax: (860) 702-3419
Email: OSC.APDV@CT.GOV
or USPS to the address below.

Office of the State Comptroller, Accounts Payable Division ACH/VSS Unit, 55 Elm St. 6th Floor, Hartford, CT 06106-1775.
INSTRUCTIONS FOR REQUESTING PAYMENTS ELECTRONICALLY

Thank you for your interest in the Comptroller's Vendor Direct Deposit (ACH) Program. Attached please find the Vendor Direct Deposit (ACH) Election Form from Tax-Exempt Bonds Funds (TEPF). You should only submit this form when instructed to do so by a state agency who has assigned you a TEPF number.

If you already have an account set up to receive TEPF funds you do not have to submit a second application. If you are unsure if you have an active TEPF account contact the ACH/VSS Unit at osc.spdv@ct.gov or (860) 702-3409 to verify.

Please provide a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification). This is a federal form that certifies the Taxpayer Identification Number (Federal Employer Identification Number). This form allows us to make sure the Information recorded in our Vendor File is correct. You may access a fillable version of the form at www.irs.gov/pub/irs-pdf/fw9.pdf.

If the account type is a checking account, attach a voided check to the Vendor Direct Deposit (ACH) Election Form. For accounts which you do not write check from please include a letter from your bank which shows the ABA routing number, account number and the name(s) on the account.

Keep a copy of the Vendor Direct Deposit (ACH) Election Form for your records. You must inform the ACH/VSS Unit of any changes to the information provided in writing to the below address or by email to osc.apdv@ct.gov

Please return completed forms to:

Office of the State Comptroller
Accounts Payable Division ACH/VSS Unit
55 Elm Street 6th Floor
Hartford, CT 06106-1775

If you choose to participate in this program:

- Altered forms will not be accepted. You must submit a signed copy of this form along with a signed W-9 and one form of account verification (Voided Check, Deposit Slip, Bank Letter).
- Upon approval, all vendor payments to you from the State of Connecticut that are issued by the Office of the State Comptroller, Accounts Payable Division will be deposited electronically to the bank account you designate.
- Remittance information may be viewed by accessing our accounting system through Vendor Self-Serve (VSS). Please visit our website at www.osc.ct.gov/vendor for information on the VSS system. When we receive your completed Vendor Direct Deposit (ACH) Election Form we will contact you regarding a User ID and password for VSS. Additionally, your financial institution may provide you with addenda information at the time of deposit. Contact your financial institution for more information on receiving electronic addenda.
- Your financial institution's ability to receive payments from us and properly credit your account will be verified with the transmission of a test transaction to your account. Further instructions will be sent to the contact email you list in the form's VSS field. They will describe how to validate your ACH (EFT) test transaction. Failure to follow these instructions may delay your participation in this program. Once you have confirmed receipt of all test data, including accessing the remittance information in VSS, please contact the ACH/VSS Unit at (860) 702-3409 or by e-mail at osc.apdv@ct.gov.
- Changes to your bank account information can only be authorized by the individuals listed on the Vendor Direct Deposit (ACH) Election Form. To request changes to the authorized individuals please contact the ACH/VSS Unit at (860) 702-3409 or by e-mail at osc.apdv@ct.gov.
- To process a change to your account number or financial institution you will need to submit another application package with new information. Changes can take up to a week from receipt of the form. To stop payment to a closed account immediately contact the ACH/VSS Unit by e-mail at osc.apdv@ct.gov.
- When contacting us by email, always include ACH (EFT) in the subject line.

Thank you for your interest in this program.
EXHIBIT A
STANDARDS FOR PROPERTY SURVEYS
Revised July 2011

THE CONTRACTOR AGREES:

(1) To make a field survey of the property setting the following monumentation where necessary:

(a) 3/4" re-bar, 30" in length at all corners, angle and witness points in the perimeter boundary.
(b) 5/8" re-bar; 30" in length at intermediate points in the perimeter so that the distance between monumentation does not exceed 400' in any case.
(c) Drill holes (3/8" by 1" deep) are to be used only on traverse stations and only in situations where an iron pin or re-bar cannot be set.
(d) Boundary lines in acquisitions that become interior need not be monumented.
(e) Traverse points that are set will consist of 1/2" (minimum) re-bar or bar stock, 30" in length (at all points possible).
(f) All street lines will be monumented with 3/4" rebar at property corner/street line and 5/8" rebar at other street line angle and geometric points (e.g., PC & PT). Pol's are not necessary along street lines, except for the 600' standard.
(g) All easements over or through the property will be marked by 3/4" rebar at property line/easement corners and 5/8" rebar at angle points; pol's will follow 600' standard. If easement control or description is not particular, a note on the map will explain what information was held to monument easement.
(h) Stonewall corners and angle points and stone bounds will be marked by 3/4" rebar, at the length that is practicable for the situation.
(i) On all corners that fall in ledge or boulder, a 2" magnetic PK (or disk, etc.) at minimum must be set in a drill hole. Drill holes alone are not acceptable for boundary corners or boundary angle points.
(j) Boundary lines that adjoin other state agencies (e.g., DOT) must follow the corner and angle point requirements but pol's are to follow the 600' standard.

(2) To prepare and provide the Contractee with Mylar survey maps suitable for filing in the Town Land Records; one copy for each town of subject property, and one copy for the DEEP Land Records. The surveyor will furnish the Contractee with a written legal description of the subject property based upon the survey map.

(a) A general location map will be included on the final map.
(b) The CGS coordinate values of any two, non-consecutive corners will appear on the final map.
(c) The written legal description is to be supplied in Microsoft Word file format on a separate diskette so labeled.
(3) To provide the State with one copy of all field notes, coordinate list (with descriptions), title information and work drawings prepared under this contract. The surveyor will also supply a survey report as to his professional opinion on the boundary determinations (the map is the final opinion; the survey report will detail the evidence used to determine each line; see example attached). Final payment will be withheld by the State until it is in possession of all requested materials in connection with the project.

(a) Title search on subject property to encompass not less than 60 years. In addition to adjoiners names, final map will include reference to current adjoiner deeds of record (State property included), and number of reference map (if applicable) on adjoiner parcels. All reference maps noted on final map will also include the Town Clerk index number. A copy of any maps referenced and not on file with a public agency or Town Hall will be supplied to the DEEP.

(b) Coordinates of the final boundary survey will be supplied on a paper printout and also on dxf.file format on a diskette (if available).

(c) Coordinates and descriptions of all locations and computations will be supplied on a paper printout and a diskette in ASCII format.

(d) The survey report will only be kept on file with DEEP Land Records.

(4) That the certification will include 1) Type of Survey; 2) Boundary Determination Category; 3) Horizontal Accuracy Class; and 4) map’s intended use.

(5) That when the survey is completed a responsible person from the contracting firm, familiar with the project, will perambulate the surveyed boundaries with the Contractee, if requested. The purpose of the perambulation is to familiarize the Contractee with the physical locations of the boundaries surveyed, and to confirm the monumentation shown on the final plan.

(6) That the survey will be tied to the Connecticut State Plane Coordinate System, 1983 North American Datum (N.A.D. 83). The “Notes” section on the final map will list the monumentation or information used to establish the coordinate tie to the survey.
To: Planning and Zoning Commission, Conservation Commission, Board of Selectmen, Board of Finance, RTM

From: Brian Carey, Conservation Director

Date: December 27th, 2018

Re: CTDEEP – Open Space and Watershed Land Acquisition Grant Procurement of 760 Old Field Road, Fairfield, Connecticut

Background - The Conservation and Planning and Zoning Department have worked to procure a 3.6 acre of undeveloped land located at 760 Oldfield Road with an Open Space and Watershed Land Acquisition (OSWA) grant that was awarded to the Town by the Connecticut Department of Energy and Environmental Protection (CTDEEP) in December 2018.

The subject property comprises 3.6 acres of vacant land. The parcel is flag shaped, with 100 feet of frontage on Oldfield Road and approximately 585 feet along Pine Creek to where it travels under the Oldfield Road Bridge. The northern and eastern portions of the property are tidal wetlands, covering approximately 2.8 acres. The topography of the parcel is mostly level with some downward sloping towards the wetlands. The property is located in the coastal section of Fairfield in the B residential zone and is located within the FEMA AE-12 flood zone.

The Town currently owns the abutting open space properties to the north, east and south across Oldfield Road. The Frank Rice Nature Trail is also located to the south and is owned and maintained by the Town for passive recreation opportunities adjacent to the Pine Creek Tidal Marsh area. If the subject property is acquired, the Fairfield Conservation Department would add it to the extensive Pine Creek Open Space area and would ultimately propose to install a raised bird blind that would provide for wildlife viewing opportunities for users.

The Town has a current purchase agreement that was negotiated with the existing property owner prior to submitting the OSWA grant. Prior to the agreement with the Town, the property owner was in the process of trying to obtain local land use approvals for the development of a two-family residential house. The subject property does not have the minimum square of 60' required by zoning for site development which would require placement of a new residential structure in a less-desirable, rear-lot configuration to the existing houses on Oldfield Lane. The site’s located in the FEMA AE-12 flood zone which has an estimated flood height of approximately 5-6 feet that requires significant elevation of the new structure above grade. Both a variance and a Coastal Area Management (CAM) Permit are required for the subject site to be developed. These approvals are likely to be granted by the local Superior Court if the matter were to be denied at the local level.

Purpose and Justification - The purpose of the proposal is to acquire additional open space in the direct vicinity of Pine Creek marsh to provide direct marsh access for mosquito habitat management and to mitigate future sea level rise. The property will be used as a passive recreational area for residents. If acquired, the Conservation Department intends to construct a small walking trail and a bird blind for future use by the public.
In addition, as part of the FEMA Community Rating System (CRS) program, the Town of Fairfield is required to try and limit high risk development in the existing coastal plain. The acquisition of 760 Oldfield Road would eliminate any future flooding risk to people and structures by eliminating the potential for the development of two family house on the property. Limiting development on this parcel reduces future onsite impervious surface and provides valuable flood storage directly adjacent to Pine Creek.

Finally, the acquisition of 760 Oldfield Road will allow the Town of Fairfield to better plan for the future design and replacement of the bridge that is located over Pine Creek on Oldfield Road. If the Town does not acquire the property at this time, the Town would be required to obtain easements from the property owner in the future during the bridge replacement. The bridge was built in 1935 and is listed on the waterfall chart for replacement in 2022-23.

**Detailed Description of Proposal** – The Town intends to purchase the property located at 760 Old Field Road, using a combination of State funding received from a recently awarded CTDEEP OSWA grant and from the existing H. Smith Richardson Conservation Trust Fund. The purchase of the property will not affect any Town budgets directly.

**Reliability of Cost Estimate** – The Town has a current signed purchase agreement from the property owner for $165,000. The Town will be reimbursed exactly 50% ($82,500) of the purchase price by the CTDEEP OSWA grant. The Town’s portion of the purchase price will be paid out of the existing H. Smith Richardson Trust Fund. The purchase price was developed based on two Yellow Book Appraisals that were completed in February 2018 prior to submission of the grant.

**Increased Efficiency or Productivity** – There is no increased efficiency or productivity as part of the purchase of this land.

**Additional Long Range Costs** – There will be minor long term costs associated with the maintenance of property that going forward would be covered under the Conservation Department’s annual operating budget. Once the property is purchased, the site will require periodic maintenance to remove garbage, mow vegetation, and make sure that there is no illegal dumping. In the future, a small foot path will be added for passive recreation for hiking for the general public. The mowing of the property would be contracted on a seasonal basis on a 10-day mowing cycle and would not exceed $600 a season.

The OSWA grant program requires that proper signage is placed at the site acknowledging that the property was purchased using State funds from the OSWA grant program. The Town will also install proper open space signage at the constructed entrance point which will require funds for materials and construction. These items are small in nature ($1,500) and can be covered within existing budgets.

**Additional Use or Demand on Existing Facilities** – None Anticipated.

**An alternative to this Request** – The only alternative to this request is not to move forward with the purchase of the property. If the Town decides not to move forward with the purchase of the property, the Town would forfeit the OSWA grant award.

**Safety and Loss Control** – The Town will take all the necessary precautions to make sure that any potential risks are mitigated by residents using the parcel for recreation. The subject parcel does not pose any additional safety risk than those that are inherent with any other Town owned lands. In addition, the Town will patrol the site periodically to ensure that there is no illegal dumping occurring.
Environmental Considerations –

If acquired and preserved, the Oldfield Road parcel would provide a valuable 3.60-acre passive recreation opportunity for residents and visitors to Fairfield and a destination of interest for bird watching. Historically, the Conservation Department in conjunction with the CTDEEP Wetland Habitat and Mosquito Management (WHAMM) Division have maintained portions of the property to minimize and eliminate mosquito breeding habitat. Acquisition of the property would simplify this process in the future since the Town would not have to get permission from property owners to enter and establish proper drainage channels. This work was last completed in 2013 and should occur approximately every 10 years.

The Conservation Department is currently in the process of having a Phase I Environmental Site Assessment completed for the property. Since the property has historically been undeveloped, it is not anticipated that the assessment will be of any consequence. If approved, the Town would not close on the property until the report is issued and finds no areas of concern of environmental concern.

Insurance – Prior to the property closing, the Town will be required to obtain title insurance as part of the requirements of the OSWA grant. Future liability associated with the property would be covered under the Town’s existing insurance program. There is no requirement to have a special individual policy in place for the parcel.

Financing – The entire purchase price of the parcel ($165,000.00) will be funded out of the H. Smith Richardson Trust fund at the time of the property closing. The Town will be reimbursed $2 of the purchase price ($82,500.00) under the terms of the CTDEEP Open Space and Watershed Land Acquisition Grant. “Based on the 2018 tax year (2017 Grand List), the property is currently contributing $1,891.32 to the annual tax rolls based on the following (2017 Grand List Assessment $71,750 Tax Rate (2017 Grand List, Fiscal Year 2019) 26.36 mills).”

Other Considerations: None at this time.

Other Approvals: The acquisition of the property requires the approvals from the following boards and commissions:

Planning and Zoning Commission (8-24 Review) – January 8th, 2019
Conservation Commission – January 16th, 2019
Board of Selectmen - January 16th, 2019
Board of Finance – February 5th, 2019
RTM - February 25th, 2019
January 30, 2018

Department of Energy & Environmental Protection
Open Space and Watershed Land Acquisition Grant Program
Office of Constituent Affairs/Land Management
79 Elm Street, 6th Floor
Hartford, CT  06106-5127

RE: Open Space and Watershed Land Acquisition Program – Town of Fairfield
760 Oldfield Road, Fairfield, Connecticut

To Whom It May Concern:

On behalf of the Town of Fairfield’s Conservation Commission, I would like to extend our full support for the Town of Fairfield’s application to the Open Space and Watershed Land Acquisition Grant Program. As the lead agency in the Town, the Conservation Commission’s main commitment is to work to protect and enhance the environment within the community. The Fairfield Conservation Commission believes that the basic foundation of this commitment is achieved through land acquisition and preservation.

The Town of Fairfield is currently looking to purchase a 3.60 acre parcel of land located in the southwestern portion of the Town at 760 Oldfield Road. This property has a high resource value particularly based upon the fact that it is dominated by tidal wetlands and coastal uplands. For these reasons, this property is considered valuable and worth protecting in perpetuity.

The Fairfield Conservation Commission understands the far-reaching benefits of protecting and preserving the environment, improving community health, and increasing the Town’s economic viability through protecting our natural resources. We strongly believe that the Town of Fairfield must begin to address the problem of over development to ensure a clean and viable future for its citizens.

The Fairfield Conservation Commission is committed to supporting the efforts of protecting open space and would like to endorse the Town’s Open Space grant application.

Sincerely,

[Signature]

Brian Carey
Conservation Director
Town of Fairfield

cc: Michael Tetreau, First Selectman, Town of Fairfield;

Printed on Recycled Paper
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION
OPEN SPACE AND WATERSHED LAND ACQUISITION GRANT PROGRAM
A PROGRAM TO ASSIST IN THE ACQUISITION OR RESTORATION OF OPEN SPACE

GRANT QUESTIONNAIRE

GRANT APPLICATION DEADLINE: FEBRUARY 1st, 2018

PROJECT TITLE: Pine Creek North – Tidal Marsh Acquisition – 760 Oldfield Road, Fairfield, CT

SPONSOR: Town of Fairfield

SPONSOR’S ADDRESS: 725 Old Post Road, Fairfield, CT 06824

NAME & TITLE OF CHIEF EXECUTIVE OFFICER: Michael Tetreau, First Selectman

NAME & TITLE OF PREPARER: Brian Carey, Director of Conservation    PHONE: 203-256-3071

TOTAL PROJECT COST: $165,000.00    TOTAL PROJECT AREA: 3.60 ACRES

Your response to the following questions will be used to evaluate and rank your proposed project. Responses should be brief, factual and accurate. Applicants submitting project proposals that include inaccurate information, facts, statements or disclosures could be penalized by having the application withdrawn from review or having the grant forfeited should one be promised. Please carefully review the Definitions and Program Conditions attached to this grant questionnaire prior to completing the questionnaire.

Important notice for all Applicants

≥ Any land purchased under this grant program may not be developed into any intensive outdoor recreation facility and/or commercial or residential use.
≥ Approved projects are expected to be acquired within one year after DEEP approval.
≥ Land already owned by the applicant is not eligible for an acquisition grant.
≥ All land acquisitions must be accessible to the public, without limitation(s). Acquired permanent interest in land (Conservation Easements) shall provide for public access in accordance with Connecticut General Statue Sections 7-131d(e).

TYPE OF REQUEST (REFER TO DEFINITION AND PROGRAM CONDITIONS)

(CIRCLE ONE): ACQUISITION IN FEE    PURCHASE OF AN EASEMENT    RESTORATION
1. PROJECT DESCRIPTION:

Describe how your proposal addresses the issues of preserving land by acquisition or the restoration of existing publicly owned land. Please note that more than one issue may be used to justify the proposed project.

Will the proposed project?

A. Provide a linkage or create/contribute to a developing or existing greenway, protect or complement existing preserved open space or preserved agricultural land? If so, how?

The subject property comprises 3.6 acres of vacant land located at 760 Oldfield Road in Fairfield, CT. The parcel is flag shaped, with 100 feet of frontage on Oldfield Road and approximately 585 feet along Pine Creek to where it travels under the Oldfield Road Bridge. The northern and eastern portions of the property are tidal wetlands, covering approximately 2.8 acres. The topography of the parcel is mostly level with some downward sloping towards the wetlands. The property is located in the Beach section of Fairfield in the B residential zone and is located within the AE-12 flood zone.

The Town currently owns the abutting open space properties to the north, east and south across Oldfield Road within this tidal marshland system. In addition, the Frank Rice Nature Trail is also located to the south and is owned and maintained by the Town for passive recreation opportunities adjacent to the Pine Creek Tidal Marsh area. If the subject property is acquired, the Fairfield Conservation Department is looking to add it to the extensive Pine Creek Open Space area and would ultimately like to install a raised bird blind that would provide for wildlife viewing opportunities for users.

B. Protect land that can be classified as Class I or Class II watershed land? What is the classification of the surrounding land? (Water Companies own classified watershed land)

The subject site is not located within the boundaries of Class I or Class II watershed land. The nature of the surrounding land is primarily residential with some commercial development to the north of the site along the Post Road. The area sits adjacent to the existing Pine Creek Open Space Area.

C. Provide a valuable resource for recreation, forestry, fishing, wildlife habitat or natural resources. If so, how?

If acquired and preserved, the Oldfield Road parcel would provide a valuable 3.60-acre parcel for passive recreation opportunities for residents and visitors to Fairfield and a destination of interest for wildlife enthusiasts. If acquired, the Town Conservation Department would like to provide limited foot trails and construct a bird blind for wildlife viewing looking north over the existing Pine Creek tidal marsh area and some of the on-site tidal ponds.

D. Provide multiple resource access values such as water supply protection and recreation, forest protection and fishing access.
Preservation of the Oldfield Road parcel would achieve habitat protection (through preservation/protection of a parcel), passive recreation opportunities such as hiking and wildlife viewing areas utilizing existing cut pathways, and tidal marsh preservation. There are limited recreational fishing opportunities that exist on the site given the thickness of the marsh area.

E. Protect a prime naturally occurring feature. Examples of such naturally occurring features include a shoreline, a river or stream, mountainous territory, ridgeline, inland or coastal wetland, estuarine, a geological feature.

Acquisition of the Oldfield Road parcel would protect an existing tidal wetland area and coastal upland shrub area that is prime habitat for many species of plant and wildlife. The site also provides direct access to clear any debris that may lodge under the Oldfield Road Bridge that would protect the clear flow of Pine Creek during normal and storm conditions.

F. Protect a habitat of a plant or animal species that is either threatened, endangered, or of special concern.

According the Natural Diversity Database mapping dated December 2017, there have been documented encounters of threatened, endangered, or species of special concern documented on the site. However, since the property has always been privately owned, there has been no access to the site to complete a thorough biological assessment of the property. Once purchased, existing native communities will be supported by a systematic program to remove invasive vegetation from the property. The subject site contains several natural-occurring tidal pond areas that likely attract water fowl and other coastal birds.

The CTDEEP WHAMM program and the Town of Fairfield have worked together over the years to advance the restoration of the Pine Creek Tidal Marsh using techniques such as Open Marsh Water Management (OMWM).

G. Protect a native ecological community that is now uncommon.

A full biological assessment of the site has not been conducted at this time. However, tidal wetlands on site would be protected in perpetuity against any future development of the property. The site is also listed within the boundaries of the Natural Diversity Data Base Area as represented on the CTDEEP NDDB Map dated December 2017. The Conservation Department would aim to remove existing invasive vegetation to promote the growth of native vegetation on the site. Periodic mowing in the fall would be conducted on the upland portions of the property to maintain and promote the existence of an upland coastal meadow environment.

H. Enhance or conserve the water quality of the State’s lakes, rivers and coastal water.

The entire site is located within the upper portion of the north Pine Creek watershed with the eastern boundary delineated by Pine Creek itself and any development of the site would ultimately have a direct impact to the water quality in the tidal wetland. Preservation of the site would negate any impacts to the adjacent water quality of the tidal marsh and would eliminate unwanted development in the already heavily urbanized coastal plain.
1. Preserve local agriculture heritage. If so, describe the current, active farming activities and the long-term farm uses and activities planned for the proposed protected property.

Based on a review of the available historical aerial photography, it does not appear that the site has ever been used for farming.

SUPPORTING MATERIAL

[X] Topographic Map (USGS 1:24,000 scale enlarged if possible)

[X] Town Road Map (Mail-a-map, etc with property boundaries marked)

[X] Property Boundary Map (A2 not required for application but required for grant)

[X] Soils Map (property and soil boundaries marked)

[X] Ortho-photo Map (property boundaries marked)

2. PROJECT COST ESTIMATES - ACQUISITION:

The grant amount will be based upon the approved appraised value. Property estimated to be valued in excess of $100,000 requires two (2) appraisals, less than $100,000, requires one (1) appraisal. Appraisal costs are not reimbursable.

All appraisals must be in a self-contained format, as defined by USPAP and must comply with federal appraisal standards in accordance with the Uniform Appraisal Standards for Federal Land Acquisition (Yellow Book). The Federal appraisal standards can be downloaded at www.usdoj.gov/enrd/land-ack. We highly encourage all sponsors to refer to the “APPRaisal SELECTION NOTES” and utilize the “SELECTING QUALIFIED APPRAISERS CHECKLIST,” in the appraiser selection process.

The effective date of the appraisal(s) must be within one year of the application deadline.

Applications will be considered complete when accompanied by the required appraisal(s). Applications submitted without appraisals will be considered incomplete and become ineligible to receive a grant.

SUPPORTING MATERIAL [X] Appraisal(s) (required with application)

PROJECT COST ESTIMATES – RESTORATION

Communities classified as “Targeted” or “Distressed” may apply for funding to restore a publicly owned open space, property for public access and/or passive recreation. Restoration proposals require a site plan, a project scope and a cost estimate.

3. ELIGIBILITY: Municipalities, land trusts and water companies are the three entities eligible to apply for and receive a grant under this program:
Municipality:

Is the applying municipality classified as a "Distressed Municipality" or a "Targeted Investment Community" (Section 32-9p CGS)?

No. The Town of Fairfield is not listed as a "distressed municipality" or a "targeted investment community".

As a Distressed or Targeted Investment Community, is this application a request for funds to enhance, restore or protect existing natural resources on property currently owned by the municipality? If so, please expand upon the project scope that will enhance or protect the existing features or habitat found on this property.

Not Applicable. The Town of Fairfield does not meet the definition of a "distressed municipality" or a "targeted investment community".

If the property being proposed is being purchased from a water company, has the property been classified as surplus (Class III) land? Has the Water Company been granted permission to dispose of the property by the Public Utilities Regulatory Authority (PURA) and the Department of Public Health (DPH)?

Not Applicable. The Town of Fairfield is preparing to purchase the land from a private seller who is not a Water Company.

Indicate the Municipality's Development Designation under the Connecticut Housing Partnership Program.

The Town of Fairfield has been listed as receiving a Development Designation under the Connecticut Housing Partnership Program. As per the attached.

Towns which have received a Development Designation or waiver include: Ashford, Bethel, Branford, Bridgeport, Brookfield, Brooklyn, Cheshire, Chester, Danbury, Durham, Enfield, Fairfield, Glastonbury, Groton, Hamden, Hartford, Hebron, Litchfield, Madison, Mansfield, Meriden, Middletown, New Haven, New Milford, Newtown, Norwalk, Old Saybrook, Plainfield, Plainville, Pomfret, Putnam, Redding, Sharon, Simsbury, Suffield, Torrington, Wallingford, Warren, Waterbury, Waterford, Watertown, Westbrook, West Hartford, Wethersfield, Vernon, Winchester, Windham and Woodbury.

Water Company: (as defined in CGS 25-32a)

Is the applying water company publicly or privately owned?

Not Applicable
Land purchased must be classified as "Class I" or "Class II" after acquisition. How will the land be classified?

Not Applicable

Nonprofit Land Conservation Organization (Land Trust):

Is the applicant a nonprofit land trust? If so, what is the area served by the land trust? Please provide a copy of documents establishing the land trust (Incorporation papers or bylaws).

Not Applicable. The applicant is the Town of Fairfield and is not a land trust.

Are lands owned by this trust and the proposed acquisition available for public use?

All land purchased by the Town of Fairfield for open space purposes is deed restricted and reserved for public use as passive open space.

Has the Land Trust adopted and implemented the Land Trust Standards & Practices?

Not Applicable. The Town is not a land trust. The Town has several open space management plans that pertain to its existing open space parcels. If acquired, the existing open space management plan will be updated to reflect the carefully considered management requirements for the subject site.

If the proposed acquisition is being purchased from a water company, has it been classified as surplus "Class III" land? Has the water company been granted permission to dispose of the property by PURA & DPH?

Not Applicable.

NOTE: If you are a Land Trust purchasing interest in land located in a Targeted and/or Distressed Municipality, you must obtain approval from the chief elected official or governing legislative body. This approval must be part of the application.

All Applicants:

Is the site on the market? YES X NO ___. Is there a willing seller? YES X NO ___.

Is a purchase & sale (P&S) agreement executed on the property? YES X NO ___. If a P&S agreement is not available, is there a certified Letter of Intent by the owner? YES ____ NO X.

Are there any reserved rights, restrictions or environmental intrusions (power lines, dumps, factories, roads, etc.) on or near the proposed site? YES ____ NO X. If yes, please give details.

Are the current conditions of the site suitable for the proposed uses, or will any physical changes be required? Expand upon any changes that may be required.
Current conditions on the site are suitable for the proposed uses. There are existing, cut pathways on the property that will allow for passive recreation and use of the property for light hiking and wildlife observation opportunity. The Town may opt to conduct further clearing of the existing pathways to clear out overgrown vegetation that prohibits access. Town signage will also be established identifying the parcel as an open space.

Describe both positive and negative impacts of the project on the environment. Pay particular attention to flood plains, wetlands, aquifers, prime or unique farmlands, endangered species, historical or archaeological sites and coastal zones.

There are no negative environmental impacts anticipated as part of the project. The Town of Fairfield intends to preserve the land that is located in an AE-flood zone which removes more intense development potential, and make low impact improvements that will have deminimis impacts to the property including the addition of hiking trails or bird viewing areas. The Town goal would be to improve the wildlife habitat by managing the property for invasive vegetation and restoring the native flora as much as possible.

Are there any residential dwellings on the property? If so, what will the dwellings be used for?

No. The site has never been developed and is currently vacant land.

Has an environmental assessment of any discharge, spillage, uncontrolled loss, seepage, or release of hazardous waste on the site been completed?

No. To the best knowledge of the Town, there has never been any environmental assessment performed on the property. The Town will have a Phase I Environmental Site Assessment performed on the property prior to the closing on the property.

Is there current agricultural use or forest management on this property? If so, what are the current activities and will these activities remain or change?

No. There is no current agricultural or forest management use of the property. The site is current undeveloped.

If the property is going to be used for agriculture, provide the percentage of prime agriculture soils and a soils map of the property (contact Agriculture Extension Office or NRCS).

There are no plans to use the site for agricultural at the present time. The Site will be added to the Town of Fairfield’s Open Space land bank and will be managed for uses associated with passive recreation.
Is there any commercial use, agriculture or other use located on any part of the proposed project?

No. There is no current commercial, agriculture, or any other use of the subject property.

Will the project displace any businesses, homes or other establishments? If so, describe.

No. The project will not displace any businesses, homes, or other establishments. The site is currently an undeveloped parcel located within a residential building zone.

SUPPORTING MATERIAL

[X] Purchase & Sales Agreement

[ ] Letter of Intent

4. EXISTING OWNERSHIP AND AGRICULTURAL USES:

Who is the existing owner?

Has a title search been conducted on this property? YES X NO (title search cost is not reimbursable)

Yes. A title search has been performed for the property as part of this application.

Is the property free from any lien, claim, encumbrance or easement that would prevent the land from being used for open space purposes? If so, please describe.

No. A title search has been performed on the property and is included in the supporting materials with the current deed to the property. There are no existing liens, claims, encumbrances or easements currently recorded for the property in the Town of Fairfield land records.

Is the property currently used for agriculture or are there planned agricultural uses of the property prior to acquiring the property or the property rights? If so, is there any document that authorizes uses or future uses (i.e., a lease, agreement, letter of intent or interest)?

No. There is no current agriculture or planned future agricultural use proposed for the property. The Town will not lease the parcel for any agricultural purposes in the future.

SUPPORTING MATERIAL

[X] Copy of Deed/Lease (current owners)

[X] Copy of Title Search (If conducted)

[N/A] Copy of unrecorded leases, agreements or letters of intent/interest
5. SITE CONVENIENCE & PUBLIC ACCESS:

Public Access is defined as the ability of the public to gain access to the property and utilize the property for passive recreation. Access must be a permanent status (ownership), a connecting easement of land not owned by the applicant will not be accepted as public access. Access must be from a public road. Parking on the public road (if allowed) will be accepted, however, an on-site, off-street parking area for public safety is preferred. If public access is not clearly shown and defined in the application, the project will not be evaluated or awarded a grant.

How will the public utilize the property? On a map, please show how the public will access and utilize the property for passive recreation.

Once acquired, access to the site will be provided to the public along the southern portion of the property which fronts Oldfield Road. Public parking will be available along Oldfield Road for anyone wishing to access the open space property. In addition, the Frank Rice Nature Trail is located across the street and there is also an existing public access parking lot to the south that will allow residents to park their cars and walk onto the property. The Town is proposing to have the property act as the northern extension of the existing Frank Rice Nature Trail. A map showing the existing Frank Rice Nature Trail, the proposed public access to the site, and the existing parking has been provided in Section 1 of the supporting materials.

What, if any, recreational resources exist on the property? Please show where these resources are, on the required map.

There are a couple of unimproved trails located on the site that would be improved to facilitate public access. No other recreational resources exist on the site that would benefit the public at this time. Please see the attached map that details the location of any existing improvements at the site.

Will recreational resources need to be developed? If so, on the required map, please indicate where, and to what extent these resources will be developed.

Once acquired, the Town would evaluate the construction of a small low impact trail system that would improve public access to the site. The property would become an extension of the Frank Rice Nature Trail that starts south of the site across Oldfield Road. In addition, in the future, the Conservation Department would like to design and construct a bird blind on the northern portion of the subject site to allow users to be able to view birds and other wildlife that utilize the Pine Creek tidal marsh north of the property.

The Town has a long and successful history of constructing trails on Town owned open space areas. Currently, the Town of Fairfield manages over 1,200 acres of public open space and has expertise in open space management and trail construction. The Town's open space management plan would be updated to reflect the site specific management recommendations for the property once it was evaluated, developed, and agreed upon by the Conservation Commission.
If active agriculture is a component of the project, please describe in detail the degree and extent of public access that is being proposed and how, public access may be limited by such agricultural uses. Limited public access under this program must be approved by the Commissioner, based on a determination that such public access would be disruptive of agricultural activities occurring on agricultural areas of the land.

Not Applicable. Agricultural uses are not currently being conducted at the site and the Town has no plans to lease or use the site in the future for agricultural. The Town's goal is to use the site for passive recreation and to maintain the property in an undeveloped state.

SUPPORTING MATERIAL

[X] Copy of map showing how the public will access the property, the level of development and passive recreation the public will enjoy.

Convenience is defined as the location of this site with respect to the service area.

Is the property in close proximity to an urban area or population center?

Yes. Fairfield is part of the Stamford-Bridgeport urban area. The subject site is located less than a ¼ mile from the Town of Fairfield Town Hall and center of downtown. The property abuts the existing Pine Creek Tidal Marsh Open Space which is approximately 225 acres of tidal marsh and adjacent uplands.

Please identify the major service area(s) neighborhood(s), city(ies), region(s) that would be affected by this proposed acquisition or restoration.

The subject site is located within Fairfield's coastal plain within the residential neighborhood commonly referred to as lower Sasco Hill/Pine Creek. The subject site is approximately ¼ mile to Town center and the Town Hall. Public transportation via bus and Metro-North train is located to the northeast of the site and is within walking distance. Due to the size and nature of the site, it is not anticipated that many out of town visitors will come to visit the site unless amenities such as wildlife viewing stations are constructed. However, Town-owned passive open spaces are open to the general public including residents of surrounding more urbanized communities in the greater Stamford to Bridgeport metropolitan area.

What is the population density of the municipality (per square mile)?

According to the 2013 demographic data, the Town of Fairfield has a population of approximately 60,855 which equates to a population density of 1,927/square mile.

Is this proposed acquisition or restoration in an area where significant growth/development has occurred or is planned? YES X NO _____ If yes, please expand upon the level of growth and the intensity of the development.
The subject site is located in an area that is zoned for two family dwellings. Historically, the area was only zoned for single family houses but the zoning regulations were changed in the mid-90's to allow for the construction of two family houses. As a result, the surrounding area is seeing a significant increase in growth as lot coverage and density as existing single family houses are being demolished and replaced with larger two family houses. The Town expects this trend to continue as long as real estate prices remain high and there is an increasing demand for high end two family homes. However, the site is located within FEMA's regulated flood zone and reducing additional new development would reduce future risks to people and property for this site.

Is the site serviced by mass transit? YES X NO. If so, please explain.

The Town of Fairfield Metro-North Railroad Station is located approximately ½ mile northeast of the site and is within walking distance of the subject site. In addition, Greater Bridgeport Transit runs the Coastal Link service off of the Post Road in close proximity of the site. The property is located within an existing residential neighborhood where residents can also easily access the site.

6. LOCAL SUPPORT:

Has the proposed acquisition or restoration received approval or support from municipal, regional or executive boards and/or land trust(s)? If so, what was the response? Please provide relevant excerpts from the agencies/commissions.

The Town of Fairfield Land Acquisition Committee and the Conservation Commission have both endorsed the submission of this grant application and the potential purchase of the subject site at 760 Oldfield Road, Fairfield, Connecticut. Furthermore, the Aspetuck Land Trust and the Metropolitan Council of Governments (METROCOG) have shown their support for the acquisition of the property. Support letters have been attached to the grant from all parties that have shown their local support for the grant submission.

SUPPORTING MATERIAL

[X] Support letters: municipal planning, Inland wetland, conservation and/or open space commissions, regional.

NOTE: If you are a Land Trust purchasing interest in land located in a Targeted and/or Distressed Municipality, you must obtain approval from the chief elected official or governing legislative body. This approval must be part of the application.

7. STATEMENT OF NEED:

Is the property vulnerable to development?
Yes. Until the current purchase agreement was negotiated with the existing property owner, the property owner was in the process of trying to obtain local land use approvals for the development of a two-family residential house. The subject property does not have the minimum square of 60' required by zoning for site development which would require placement of a new residential structure in a less-desirable, rear-lot configuration to the existing houses on Oldfield Lane. The site's located in the AE-12 flood zone which has an estimated flood height of approximately 5-6 feet that requires significant elevation of the new structure above grade. Both a variance and a Coastal Area Management Permit are required for the subject site to be developed. These approvals are likely to be granted by the local Superior Court if the matter were to be denied at the local level.

As part of the FEMA Community Rating System (CRS), the Town of Fairfield is trying to limit development in the existing coastal plain and purchase of this property would reduce future flooding risk to people and structures.

Has the property received development approval for a residential, commercial or industrial use according to local planning & zoning board/commission? If so, explain the level of development and its impact on the area.

No. The property owner was currently seeking the approval of local land use boards in order to construct a two-family residential house until the Town of Fairfield was able to negotiate a purchase agreement with the property owner. The property owner has since suspended the land use approval process until such time as the CTDEEP grant award is announced. However, given the direct adjacency of the Pine Creek on the eastern property boundary, there are concerns about the quality of the creek should future development for this parcel be approved.

Provide evidence that the proposed acquisition consistent with the local Municipal Plan of Conservation and Development that has been completed and approved of in the last 10 years.

Yes. The Town of Fairfield’s Plan of Conservation and Development and the Regional Plan of Conservation and Development both support the acquisition of open space as a management tool against urban sprawl. Specifically, the Town of Fairfield Plan of Conservation and Development references its support of open space acquisition and management in Chapter 3, Section 1 entitled, “Environment and Ecology”. Copies of the relevant sections have been attached for reference.

Is the proposed acquisition consistent or identified in other municipal or regional plans (current, less than 10 years old) such as Water Quality, Open Space Initiative and/or a Regional Open Space Plan?

The acquisition is consistent with the Regional Plan of Conservation and Development that was prepared by the Metropolitan Council of Governments (METROCOG). The Town is currently in the process of preparing an Open Space Acquisition master plan that is being coordinated with the Town’s Conservation Commission and Land Acquisition Commission. The goal of the plan is to layout a strategic 10-year plan regarding the protection of open space and the need for additional
acquisition to fulfill the strategic goals of the Town. A copy of the relevant section of the regional POCD and a support letter from METROCOG has been attached for reference.

Is the proposed acquisition consistent with the State’s Plan of Conservation and Development (available from the Office of Policy and Management) and applicable State conservation and recreation plans (e.g., The Green Plan, the Statewide Comprehensive Outdoor Recreation Plan (SCORP), DEEP Comprehensive Wildlife Strategy). If so, please explain/provide supporting justification that this proposed acquisition or restoration complies with a documented need as addressed in a local or regional open space conservation & development plan. Please provide relevant excerpts.

The proposed property acquisition also meets the State’s own Open Space preservation goals, as stated in both its Conservation and Development Policies Plan of Connecticut 2013-2018 (State C&D Plan) and the Green Plan. The State C&D plan consists of six growth principles including the following specific to open space preservation:

- Conserve and restore the natural environment, cultural and historical resources, and traditional rural lands;

The project also contributes to the State’s goal of preserving 21% of the state’s land area as open space, and addresses the specific policy of providing “permanently preserved open space areas and facilitate the expansion of the state’s open space and greenway network through continued state funding and public-private partnerships for the acquisition and maintenance of important multi-functional land and other priorities identified in the State’s Open Space Plan (i.e., Green Plan)” (C&D Plan, Growth Management Principle #4, pg 19). Acquisition of the site would also “minimize the siting of new ...development in coastal areas prone to erosion and inundation from sea level rise or storm...” p. 19)

SUPPORTING MATERIAL

[X] Municipal Plan of Conservation & Development (Dated of Plan), Municipal Recreational and/or other Open Space Plan (relevant excerpts)

[X] Regional Conservation Plan (relevant excerpts)

[Not Available] Water Quality Plan (relevant excerpts)

[N/A] Land Trust Acquisition Plan (relevant excerpts)

[N/A] State conservation and recreation plans (relevant excerpts)

8. FUNDING MECHANISM:

Does the acquisition or restoration involve cooperative funding between towns, land conservation organizations, local community groups or others? Describe the involvement of each party.
The Town of Fairfield plans to use funding that is available in the Conservation Commission’s H. Smith Richardson Trust Fund that has been set aside for Conservation related purposes. This fund is operated independently of the Town budget and currently has enough funding available to cover the proposed purchase of the subject site. The latest available statement documenting the fund balance has been attached for review.

*There must be reasonable anticipation that funds will be available within one year of grant award. It will be to the applicant’s advantage to have funding firmly in place.*

Yes. The funds will be administered through the available H. Smith Richardson Trust Fund. A copy of the fund balance has been attached for review.

*Provide documentation showing the source and availability of funds and cash flow to complete the project.*

Documentation has been attached documenting the solvency of the source of funding from the H. Smith Richardson Trust Fund.

*Is this project going to be funded under any non-traditional methods? If so, describe this funding method.*

Yes. The Town intends to use the existing H. Smith Richardson Trust Fund. The Conservation Commission must approve the use of the funds to be used in a manner that is consistent with the term of the trust. A copy of the resolution establishing the trust fund has been provided as part of this grant application. The Conservation Commission authorized the development of the grant application at the regular Conservation Commission meeting on January 17th, 2018. A copy of the draft meeting minutes has been attached with the supporting materials.

**SUPPORTING MATERIAL**

[X] Resolution authorizing the expenditure of funds (municipal or corporate)

[X] Budget line item where funds are held or committed

[X] Copy of statement showing the balance in the Open Space Acquisition Account

[X] Show commitment, amount and sources related to creative/alternative funding proposals

9. OPERATION, MAINTENANCE AND STEWARDSHIP CAPABILITIES:

*Please provide evidence of the capability to maintain and operate this proposed project area by providing:*

- A detailed description of who will manage the property
The Town of Fairfield’s Conservation Department will be the primary entity who will be in charge of the long-term management of the property. The Fairfield Conservation Department has a long history of land management within the Town and has managed conservation lands since its inception in 1972. The Conservation Department develops detailed management plans for each parcel of land it owns and uses these plans as guidance manuals in the long-term management of each of its open space sites.

- **The management level of expertise and/or experience**

  The Conservation Department’s land management unit consists of 4 full time staff and 4 seasonal workers. Members of the Conservation Department staff work under the direction of a State of Connecticut licensed arborist and all are required to have a CTDEEP certified pesticide applicators license. In addition, the Conservation staff routinely attends training seminars and workshops regarding land management and invasive vegetation management. The Fairfield Conservation Department is well known throughout the State as being a leader among municipal land management agencies. In addition, the Conservation Department routinely hires outside land management contractors to perform more rigorous invasive vegetation management and replanting projects.

- **How the property will be operated and maintained**

  The management of the property will be funded annually under the Conservation Department’s operating budget and will be maintained by the Conservation Department staff with the occasional help of qualified outside contractors.

- **Will the maintenance of this facility be a cooperative effort between the municipality, land conservation organizations or local community groups? Provide assurance and level of commitment from each cooperator.**

  The Fairfield Conservation Department will be the lead organization regarding the long-term management of the parcel once it is acquired. From time to time, the Town engages local volunteer groups to help with projects on our local open space properties (i.e. Eagle Scout Projects). The Town believes that working with local volunteer groups on the site after the property is acquired and a management plan is developed for the property develops stronger local stewardship ties.

- **Does funding for stewardship exist or will it be in place? Please explain.**

  The Town of Fairfield Conservation Department has the responsibility for the management of open space within the Town. Currently, the Town manages approximately 1,220 acres of open space in various environments including tidal wetlands, upland forest and meadows, and pasture. The Conservation Department’s annual operating budget carries the costs that are required to maintain the existing open space in a manner that is consistent with the open space management plans that
have been developed for each Town owned parcel. After the acquisition of the subject site is completed, the Town would update its existing strategic management plan with detailed management recommendations for the parcel which would promote goals such as passive recreation, wildlife habitat restoration, and invasive vegetation control.

If you are a previous grant recipient, you must submit a certification that previous projects are in compliance with the grant conditions and the conservation easement. Failure to provide this certification may impact new grant awards.

To the best of my knowledge, all of the Town of Fairfield’s past land acquisition grants and conservation easements are in compliance with the terms of grants/easements. The Fairfield Conservation Department works diligently to make sure that open space land is managed in accordance with past agreements and is quick to resolve conflicts such as neighbor’s encroachments when they are discovered.

Any questions should be directed to the DEEP Land Acquisition and Management at (860) 424-3081 or 424-3774.

Please return this questionnaire, along with responses and supporting documentation to the following address:

Department of Energy and Environmental Protection
Open Space and Watershed Land Acquisition Grant Program
Office of Constituent Affairs/Land Management
79 Elm Street, 6th Floor
Hartford, CT 06106-5127
Tel: (860) 424-3081
REvised: August 27, 2015

DEFINITIONS AND PROGRAM CONDITIONS

Definitions:

APPLICANT/SPONSOR: A municipality, land trust (nonprofit land management organization) or water company.

ACQUISITION IN-FEE: The total interest of the property is transferred to the sponsor. The sponsor holds that interest and has the ability to grant interest(s) in the property to others.

PURCHASE OF AN EASEMENT: A permanent interest in land, such as a conservation easement. The purchase of a conservation easement does not negate the program’s public access requirement.

RESTORATION: Grant-funded activities that restore or protect natural features or habitats (e.g., wetland or wildlife or plant habitat restoration, restoration of the site to a more natural condition, replacement of vegetation). Grants are given to municipalities that are either classified as Targeted or Distressed for open space land owned by the municipality.
Program Conditions:

PROPERTY USE: Projects funded under this program will be protected as open space in perpetuity. Grants will not be given if the property has any structural buildings. Structural buildings must be either excepted out (by mapping) or razed before funding can be released. No intensive recreation is permitted on the protected property. Passive recreation is allowed and defined in the State’s Conservation Easement and the Program FAQ.

PROPOSED PROTECTED PROPERTY: The application is being submitted for a proposed project. The applicant is attesting to the location, current uses, current conditions, value and size. Errors or omissions in any of these elements in the application will be grounds to stop evaluation of the application. If the project scope (total acreage or public access area) is diminished by 10% or more after the grant is promised, the project will no longer be eligible for funding, but the applicant can reapply for a grant at a later date.

PROTECTED PROPERTY MANAGEMENT: If the applicant is a previous grant recipient and the previously awarded projects are not managed in accordance with the terms and conditions of the Grant Agreement, the current application may be ineligible for funding or the funding may be delayed until the previously awarded properties are brought into compliance.

FEDERAL FUNDING: If the applicant is or will be applying for federal funding that would result in the State’s interest in land being subordinate to a federal easement, the grant award will be adjusted to account for the remaining value of the property that will be provided to the State (i.e., recreational value). It will be the responsibility of the applicant to support a proposed value with relevant information. The final grant award will be at the discretion of the Commissioner after recommendations are made by DEEP staff and the Natural Heritage, Open Space and Watershed Land Acquisition Review Board.

APPRASIAL SELECTION NOTES

Refer to and utilize the “Selecting A Qualified Appraiser Checklist” to pre-qualify appraisers BEFORE you need an appraisal so that you have a group of qualified appraisers you can contact when you do need one.

Contact state and federal users of appraisal services and appraisal review departments to get feedback on appraisers you may be considering. They may be able to tell you if an appraiser’s work has been rejected and or the ability of the appraiser to meet their appraisal requirements.

Do not wait to order your appraisals. Most qualified land appraisers will require anywhere from 3 to 8 weeks to complete a land appraisal assignment and the most qualified appraisers will be booked quickly for funding programs (CT DEEP Open Space Grant Program) that require many appraisals.

When seeking quotes, provide the appraiser with a detailed description of the subject property (including available maps), all the agencies/funding partners involved in the assignment, the specific property rights to be appraised and any other requirements of the assignment.
You need to be sure that the appraisal you request meets the requirements of all the funding agencies that will be intended users of the report. Certain agencies and programs may have conflicting appraisal requirements. Be aware that some appraisals cannot meet the requirements of multiple users (example: The IRS, USPAP, and Yellow Book use different market value definitions) and that more than one appraisal may be necessary depending on the circumstances.

For a PDF Copy of the UASFLA (Yellow Book) go to:


For a free copy of USPAP go to: http://www.uspap.org/ (the flip book version is free but not user friendly). To purchase a copy of USPAP go to: http://www.appraisalfoundation.org/


SELECTING A QUALIFIED APPRAISER CHECKLIST

1. ___ Are you a Certified General Appraiser in the State of CT?

2. ___ Do you have any specific appraisal education pertaining to The Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA a/k/a Yellow Book) and or conservation easement appraisals? Have they taken the Uniform Appraisal Standards for Federal Land Acquisitions Course, completed the Valuation of Conservation Easements Certificate Program with the Appraisal Institute, or any other similar valuation courses offered by other organizations?

3. ___ Do you have a copy of the Yellow Book? Are you knowledgeable about the UASFLA or Yellow Book Appraisal requirements? If not, what would you do to assure that the appraisal will comply with Yellow Book appraisal standards?

4. ___ What are the major differences between appraisals done to Uniform Standards of Professional Appraisal Practice (USPAP) and UASFLA -Yellow Book standards? (Briefly-Yellow Book-requires: larger parcel analysis; different definition of market value; and 10 year sales history of subject vs. 3 for USPAP, as well as other differences).

5. ___ Would you use sales to federal, state, municipal and or land trusts as comparables in Yellow Book appraisals? In USPAP appraisals? (This is a red flag since DEEP and Federal agencies, in almost all cases, will not accept these types of sales in any appraisal).

6. ___ How many Yellow Book Appraisals have you done? How many in the last 24 months? Which agencies, municipalities, land trusts or non-profit conservation organizations have you done Yellow Book or USPAP appraisals for? Have you done any appraisal work for the specific funding agency(s) involved in
the assignment (CT DEEP, CT Department of Agriculture, USDA-NRCS, US Forest Service, US Fish and Wildlife Service, etc.)?

7. ___ Are you aware of and knowledgeable regarding the appraisal requirements for the program that is the basis for this assignment (e.g., CT DEEP Open Space and Watershed Land Acquisition Grant Program, USDA-NRCS programs, etc.)? If a USDA Appraisal is required, ask “Are you aware of the specific requirements for the USDA-NRCS Agricultural Conservation Easement Program, which replaced the former Farm and Ranch Land Protection Program, Grassland Reserve, and Wetland Reserve Programs under the 2014 Farm Bill?” These programs may have different supplemental appraisal requirements that an appraiser needs to be aware of.

8. ___ Have you done land appraisals in this town, county or market area before? If so, how recently? Can you give me examples of the types of property you have appraised in this area (town, size of parcel, fee simple; before and after/easements)?

9. ___ Have you ever had any appraisals rejected by the agency that this appraisal will be done for (DEEP, USDA-NRCS, US Forest Service, US Fish and Wildlife, etc)? If so, why was it rejected?

10. ___ Could you provide 3 references from the client groups you have done appraisals for? Try to get one reference for each client group and then follow-up to inquire about the client’s experience with the appraiser, the quality of the appraisal, their ability to meet deadlines, and if any appraisals were rejected.
SUPPORTING MATERIALS

SECTION 1:
Public Access Location(s)
Topographic Map
Town Road Map
Property Boundary Map (A2)
Soils Map
Ortho-photo Map
PRELIMINARY
CERTIFICATE OF TITLE
ISSUED TO
TOWN OF FAIRFIELD

THIS IS TO CERTIFY that after an examination of the Land Records, as indexed, of the Town of Fairfield, County of Fairfield, and State of Connecticut, to the date hereof, we are of the opinion that:

GEORGE HENRY SAUM

is the owner in fee simple of the following premises:

All that certain piece or parcel of land situated in the Town of Fairfield, County of Fairfield, and State of Connecticut, more fully described in Schedule A attached hereto.

Said premises being known as 780 Oldfield Road, Fairfield, CT 06824.

Said premises are subject to the following valid encumbrances:

1. Any and all provisions of any ordinance, municipal regulation or public or private law regulating the use and occupancy of said premises, specifically including, without limitation, zoning regulations, inland wetlands and watercourses statutes and regulations, and tidal wetlands statutes and regulations.

2. Such facts as an accurate and up-to-date survey may disclose.

3. Taxes due and payable to the Town of Fairfield on the List of October 1, 2016 in the amount of $1,852.60 are one-half paid.

4. Taxes on the List of October 1, 2017 due to the Town of Fairfield, not yet due and payable. Amount not yet determined.

5. Riparian rights of others in and to the pond and creek adjoining the premises.

This examination has been brought down to the 12th day of January, 2018 at 4:30 p.m.

HOLAHAN, GUMPPPER & DOWLING

By Kevin J. Gumpper
SCHEDULE A

That certain piece or parcel of land, together with all buildings and improvements thereon standing, situated in the Town of Fairfield, County of Fairfield, and State of Connecticut, bounded and described as follows:

NORTHERLY: by land now or formerly of the Town of Fairfield;

EASTERLY: by a meandering line along a creek, being land now or formerly of the Town of Fairfield in part, and in part by land now or formerly of Clifford E. and Mary M. Smith;

SOUTHERLY: by Oldfield Road;

WESTERLY: by land now or formerly of Elizabeth Hatter, 120 feet, more or less;

SOUTHERLY AGAIN: by land now or formerly of Elizabeth Hatter, 47 feet, more or less;

WESTERLY AGAIN: by land now or formerly of Mary Murzyn et al in part, and in part by land now or formerly of Joseph and Josephine Rzasa, Harry and Doris Hyde, Robert and Joan Crossman, Arthur M. and Mary Crossman, Louis and Mary Patemoster, and Michael Hasak et als, each in part;

WESTERLY AGAIN: by land now or formerly of the Town of Fairfield.

The above described premises are also shown as Parcel No. 153 on Fairfield Assessor’s Map No. 232 and contain, according to said map, 3.6 acres, more or less.

The above described premises comprise the property described in that certain deed dated December 12, 1917 and recorded in Volume 90, Page 644 of the Fairfield Land Records, plus the property described in that certain deed dated July 1, 1920 and recorded in Volume 100, Page 381 of the said Land Records. Less the property conveyed to Fritz Holmberg by Warranty Deed dated June 24, 1920 and recorded in Volume 103, Page 80, and less the property conveyed by Warranty Deed to Lester E. and Elizabeth R. Forbes dated May 6, 1955 and recorded in Volume 327, Page 384 of said Land Records.
AGREEMENT made as of the ___________ day of JANUARY, 2018, BETWEEN:

GEORGE HENRY SAUM of 331 Grandview Road, Fairfield, CT 06825, (hereinafter referred to as the SELLER),

and

THE TOWN OF FAIRFIELD, a municipal corporation with an address of 725 Old Post Road Fairfield, CT 06824, (hereinafter referred to as the BUYER),

WITNESSETH:

1. PROPERTY. The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the BUYER hereby agrees to purchase the real property commonly known as 760 Old Field Road, Fairfield, CT 06824, and specifically described in Schedule A attached hereto (the "Premises") subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(e) and Schedule A (legal description and exceptions, if any) attached hereto.

2. CONSIDERATION. The purchase price is ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS ($1655,000), which the BUYER agrees to pay at closing.

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

4. CLOSING. The deed shall be delivered at the offices of the SELLER's attorney within 30 days from the final approval of this transaction by all governmental bodies, as set forth in Paragraph 5 of this agreement, but in no event later than January 31, 2019.

5. APPROVAL CONTINGENCY. The obligations of the parties under this agreement are subject to and contingent upon the following (the "Approvals"): 


(a) The approval by the Connecticut Department of Energy and Environmental Protection ("DEEP") of an Open Space Land and Watershed Acquisition Grant in the minimum amount of $82,500 (50% of the purchase price) (the "DEEP Grant"). The BUYER agrees to make a prompt and accurate application for the DEEP Grant, and to pursue the DEEP Grant with reasonable diligence. The SELLER acknowledges that the approval of the DEEP Grant will be in part contingent upon DEEP's acceptance of the two "yellow book" appraisals of the Premises, previously obtained by BUYER.

(b) Approvals of the purchase by (i) the Fairfield Land Acquisition Committee; (ii) the Fairfield Conservation Commission; (iii) the Fairfield Board of Selectmen; (iv) the Fairfield Board of Finance; and (v) the Fairfield Representative Town Meeting; and a favorable report pursuant to Section 8-24 of the Connecticut General Statutes by the Fairfield Town Plan and Zoning Commission.

(c) Approval by all relevant Boards and Commissions of the BUYER of the use of funds from the H. Smith Richardson Trust to supply the balance of the purchase price over and above the amount received from the DEEP Grant.

(d) Each Approval shall be deemed obtained upon the taking of final action by the applicable Department, Board or Commission, and the lapsing of any applicable appeal period.

(e) The parties anticipate that the Approvals will be obtained, if at all, on or before December 31, 2018. If the Approvals have not been obtained by such date, then this Agreement shall lapse and be of no further force and effect on January 31, 2019, unless the parties shall sooner mutually agree to extend the closing date.
subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) days, or such shorter time as may be within the term of the BUYER's mortgage commitment, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER may elect to accept such title as the SELLER can convey, without modification of the purchase price, or may reject such title. Upon such rejection, all sums paid on account hereof, together with any expenses actually incurred by the BUYER, which expenses, however, shall be limited in the aggregate so as not to exceed the gross premium cost of fee title insurance based on the amount of the purchase price, for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fee, shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder.

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

(c) NO VIOLATIONS: The SELLER represents that the Premises and the present use thereof are not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any restrictive covenant, agreement or condition subject to which title to the Premises is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the date of closing the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises, which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.

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

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

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment and/or lien other than taxes shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Such encumbrances as shown on Schedule A, if any.

7. LIEN. All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 6 or 11 hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.

8. CONDITION OF PREMISES. THIS AGREEMENT IS NOT SUBJECT TO ANY INSPECTION CONTINGENCIES. The BUYER agrees that he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in their present, AS IS condition. The BUYER acknowledges that the SELLER has made no representations and gives no warranties (except with respect to title) concerning the condition of the Premises. Without limiting the foregoing, the BUYER acknowledges that the Seller makes no representations and gives no warranty regarding the environmental condition of the Premises.

9. NO BROKER(S). This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no broker or agent brought the Premises to the BUYER's attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no broker
or agent has any listing on the Premises. The BUYER (jointly and severally, if more than one) hereby agrees to indemnify and hold harmless the SELLER against any liability by reason of the claim of any broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, SELLER shall promptly notify BUYER, and BUYER shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.

10. APPORTIONMENT. Real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, shall be apportioned over the fiscal period for which levied. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing. The preceding sentence shall survive the closing.

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

12. DELIVERY OF PREMISES. The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein), broom-clean, free of all debris, litter and furnishings and shall deliver all keys in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

13. DELAYED CLOSING. If either party causes a delay in the closing for more than four weeks following the closing date set forth in paragraph 4 of this Agreement, the party causing the delay shall be deemed to be in default. Provided, the failure of any Board or Commission of the Buyer to approve this transaction shall not be deemed to have caused a delay.

14. DEFAULT. If BUYER is in default hereunder, or, on or before the date of closing as set forth herein, indicates that BUYER is unable or unwilling to perform and SELLER stands ready to perform SELLER's obligations, SELLER's sole remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney, in which event the BUYER shall pay SELLER the sum of $16,500 as liquidated damages. It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute buyer; additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in
anticipation of performance. In such event and upon SELLER's written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement, other than the right to payment of the liquidated damages. If SELLER defaults hereunder, BUYER shall have such remedies as BUYER shall be entitled to at law or in equity, including, but not limited to, specific performance. However, failure to comply by the SELLER as a result of encumbrances or defects in title shall be governed by the provisions of Paragraph "6" of this Agreement.

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

15. UTILITIES. The SELLER represents that no utility lines cross the property of an adjoining owner to serve the Premises unless specifically set forth in this Agreement, and that no utility lines cross the Premises and serve property of an adjoining owner unless specifically set forth herein.

16. KNOWLEDGE OF HEARINGS. The SELLER represents that SELLER has neither knowledge nor notice of any pending public agency (including but not limited to Planning, Zoning, Inland Wetlands, etc.) hearings or appeals therefrom affecting the Premises or any abutting property and will promptly notify the BUYER if the SELLER receives notice or learns of any such hearings after the signing of this Agreement and prior to closing. If the purpose of such hearing would have an adverse effect on the property and/or BUYER's use and enjoyment thereof, either party can either: 1). Cancel this agreement; 2). Postpone closing date until after said hearing to determine if the requested use(s) or change(s) has/have been granted; or 3). Proceed to closing pursuant to the terms contained herein.

17. DELIVERY OF DOCUMENTS. The SELLER shall deliver to the BUYER prior to closing any surveys in the SELLER's possession pertaining to the Premises.

18. NON-MATERIAL FACT CONCERNING REAL PROPERTY. The BUYER hereby advises the SELLER that knowledge of any non-material fact concerning real property, as defined in Connecticut General § 20-329cc et seq with regard to the Premises is important to his decision to purchase the Premises. The SELLER represents to BUYER that he has no knowledge of any non-material fact concerning real property, as defined in Connecticut General § 20-329cc et seq with regard to the Premises.

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

Notices to the SELLER shall be sent to:

Kevin J. Gumpper, Esq.
1375 Kings Highway East
Fairfield, CT 06824
Phone: (203) 384-1385
Fax: (203) 335-3594
Email: kgumpper@hganddlaw.com
Notices to the BUYER shall be sent to:

Stanton H. Lesser, Esq.
One Elliot Place
Fairfield, CT 06824
Tel. 203-336-1811
Fax: 203-255-8883

20. **RIGHT TO WITHDRAW.** This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER's attorney of the full payment of the deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney.

21. **ASSIGNMENT.** This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.

22. **IRS REPORTING COMPLIANCE.** Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.

23. **ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

24. **REPRESENTATIONS.** Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement or any addenda attached hereto shall survive delivery of the deed and all representations by SELLER are made to the best of SELLER's knowledge and belief.

25. **EFFECT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

26. **COSTS OF ENFORCEMENT.** Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.

27. **GENDER.** In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

28. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement; and said counterparts shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party.

29. **ENTIRE AGREEMENT.** All prior understandings, agreements, representations and warranties, oral and written, between Seller and Purchaser are merged in this Agreement. This Agreement completely expresses the
agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.

30. CAPTIONS. The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

31. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not render the remaining terms and provisions invalid or unenforceable.

32. BANKRUPTCY. SELLER represents that no SELLER is a “Debtor” in a proceeding presently pending in any Bankruptcy Court. If, between the date of SELLER’s execution of the Agreement and the closing of title, a Bankruptcy petition is filed naming a SELLER as a Debtor under any Bankruptcy Code, then this Agreement shall terminate and Buyer shall be entitled to the return of any and all sums paid on account hereof, together with any expenses actually incurred by the BUYER, which expenses, however, shall be limited in the aggregate so as not to exceed the gross premium cost of fee title insurance based on the amount of the purchase price, for attorneys' fees, survey costs and inspection fee, shall be paid to the BUYER without interest thereon. Whereupon, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. This representation shall be deemed material and shall survive the closing of title.

33. NO FURTHER ENCUMBRANCE. SELLER agrees that he will not further encumber the premises and that he will notify the Buyer immediately of any matters including, but not in limitation of, attachments, liens and any notice zoning matters which may affect the premises during the pendency of this agreement.

34. RECORD OWNER. SELLER is record owner in fee simple of the premises being conveyed herein.

35. ABUTS PUBLIC STREET. SELLER represents that the property abuts a public highway.

36. MUNICIPAL ASSESSMENTS. SELLER represents that Seller has no knowledge of the existence of any municipal lien and/or assessment, nor improvements for which a lien or assessment could be levied in the future.

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

In the Presence of:

__________________________
Seller  Gerge Henry Saum

__________________________
Buyer: The Town of Fairfield

BY:
ATTACHMENTS:
SCHEDULE A

- Description of Premises
- Exceptions to Title [see Paragraph 6(e)(vi)]
SCHEDULE A

That certain piece or parcel of land, together with all buildings and improvements thereon standing, situated in the Town of Fairfield, County of Fairfield, and State of Connecticut, bounded and described as follows:

NORTHERLY: by land now or formerly of the Town of Fairfield;

EASTERLY: by a meandering line along a creek, being land now or formerly of the Town of Fairfield in part, and in part by land now or formerly of Clifford E. and Mary M. Smith;

SOUTHERLY: by Oldfield Road;

WESTERLY: by land now or formerly of Elizabeth Hatter, 120 feet, more or less;

SOUTHERLY AGAIN: by land now or formerly of Elizabeth Hatter, 47 feet, more or less;

WESTERLY AGAIN: by land now or formerly of Mary Murzyn et al in part, and in part by land now or formerly of Joseph and Josephine Rzasa, Harry and Doris Hyde, Robert and Joan Crossman, Arthur M. and Mary Crossman, Louis and Mary Paternoster, and Michael Hasak et al, each in part;

WESTERLY AGAIN: by land now or formerly of the Town of Fairfield.

The above described premises are also shown as Parcel No. 153 on Fairfield Assessor’s Map No. 232 and contain, according to said map, 3.6 acres, more or less.

The above described premises comprise the property described in that certain deed dated December 12, 1917 and recorded in Volume 90, Page 644 of the Fairfield Land Records, plus the property described in that certain deed dated July 1, 1920 and recorded in Volume 100, Page 381 of the said Land Records. Less the property conveyed to Fritz Holmberg by Warranty Deed dated June 24, 1920 and recorded in Volume 103, Page 80, and less the property conveyed by Warranty Deed to Lester E. and Elizabeth R. Forbes dated May 6, 1955 and recorded in Volume 327, Page 384 of said Land Records.