



Town of New Fairfield

Selectmen's Office

4 Brush Hill Road

New Fairfield, Connecticut

BOARD OF SELECTMEN REGULAR MEETING ZOOM MEETING

Join Zoom Meeting

<https://zoom.us/j/98322210656>

Meeting ID: 983 2221 0656

Dial In: (929) 205-6099

Thursday, July 14, 2022

7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment & Participation
4. Correspondence & Announcements
5. Proclamation for Ralph Langham
6. Approve Minutes of Board of Selectmen Regular Meeting June 23, 2022
7. Budget Transfers
8. Personnel Report
9. Appointments

New Business

10. Discuss and Possibly Vote to Appropriate \$16,335 from the 2021-2022 Surplus for Cyber Security Updates
Executive Session Anticipated
11. Discuss and Possibly Vote to Amend the Hahlawah Rifle and Pistol Club Use Agreement to Include Training Exercises
12. Discuss and Possibly Vote to Accept Donations to Police Department
13. Discuss and Possibly Vote to Amend Ordinance Ch. 14, Solid Waste Management, Sec. 14-37 Voting Procedures
14. Discuss and Possibly Vote to Appropriate \$22,500 from the 2021-2022 Surplus to Fund Paramedic/Ambulance Service
and \$5,000 for Police Department Vehicle

Old Business

15. Discuss and Possibly Vote on Communications Center Staffing
16. Discuss and Possibly Vote to Prioritize ARPA Projects
17. Public Comment
18. Adjournment

Received by email on 07/13/2022 @ 3:54 p.m.
by Chrystie M. Bontempo, Asst. Town Clerk, New Fairfield



Town of New Fairfield
Selectmen's Office
New Fairfield, Connecticut



Proclamation *Ralph Langham*

WHEREAS, Ralph grew up in a working class family in Mamaroneck, New York. His work ethic began at a young age, working as a caddy for Babe Ruth, Jack Benny and Ed Sullivan. At the age of 13, he was already working putting insulation in attics; and,

WHEREAS, Ralph went to college at Stetson University in Florida and graduated with a Bachelor's degree in Mathematics and as an army officer. Ralph entered the military in June 1962 and had a successful military career. He won many medals for his precision as a sharpshooter and quickly rose through the ranks. He left the army on Christmas Eve in 1965 and was put in the reserves, promoted to a United States Army Captain in 1969; and,

WHEREAS, after leaving the Army, Ralph worked for IBM in computer programming and moved to New Fairfield in 1973, raising 4 children, all of whom have now grown up and moved out on their own; and,

WHEREAS, Ralph retired from IBM in 1992. He was asked to work for the National Security Association as part of the team that built a Computer Emergency Response Team for the Federal Government at Carnegie Mellon; and,

WHEREAS, Ralph was honored for his military career on a 1st Class Honor Flight to Washington, D.C. on May 21, 2022 by the Honor Flight Network. He received an escorted flight to the Capital and visited the war memorials and was honored at a gala dinner. He was warmly welcomed by large crowds who applauded him and his fellow veterans for their service; and,

WHEREAS, one of a multitude of highlights in Ralph's life that affected him was when he participated in a Civil War reenactment in Charleston and the soldiers asked him to command them because they wanted an officer they could respect; and,

NOW, THEREFORE, I, Patricia Del Monaco, First Selectman of the Town of New Fairfield, on behalf of the Board of Selectmen and the citizens of New Fairfield, do hereby express our appreciation, gratitude and respect to Ralph Langham, who has served his country with a distinguished military career. We extend our best wishes to Ralph on the honor he has received and know that we in New Fairfield honor him, as well. We thank him for all that he has done for our country.

Patricia Del Monaco

Patricia Del Monaco, First Selectman
Dated this 14th day of July, 2022

TOWN OF NEW FAIRFIELD
PERSONNEL REPORT
July 14, 2022

LAST NAME	FIRST NAME	POSITION	LOCATION	PAY RATE	REASON	EFFECTIVE
NEW HIRES:						
1 MCCESNEY	SARA	PARKING ATTENDANT	TOWN BEACH	\$20.00/HR.	RECREATION	7/15/2022
CHANGE IN STATUS						
2 DORAN	REGINA	PT ACCOUNTING CLERK	FINANCE	\$26.00/HR.	PROBATIONARY PERIOD ENDED. INCREASE TO HOURLY WAGE	7/18/2022
SEPARATION						

Use Agreement

This Agreement made this 29th day of March 2019, by and between the Town of New Fairfield (the "Town") and the Hahlawah Rifle and Pistol Club, Inc., a corporation organized and existing under the laws of the State of Connecticut (the "Club") and its assignee, Hahlawah Sporting Club, Inc., a Connecticut corporation to be organized.

1. Background. For many years the Club has maintained an outdoor rifle and pistol shooting range located on property of the Town landfill (the "Range"). The Club wishes to continue this arrangement, and the Town wishes to establish the terms of the arrangement, including but not limited to an indemnity of the Town by the Club.
2. Current Usage. The Club has constructed the Range in ordinance with generally accepted guidelines for shooting ranges published by the National Rifle Association ("NRA"). The Club has conducted various Club functions at the Range, including but not limited to shooting of firearms, training classes, and meetings. The shooting hours are from 10:00am to 12:30pm on Sunday. Range usage is limited to Club members and supervised guests with the average number of attendees each Sunday being approximately 16. The Range is conducted according to safety rules and practices which meet or exceed NRA guidelines. Under the terms of this agreement, the Club may continue the current usage of the Range as described in this paragraph.
3. Term. This agreement will be effective for a period of ten (10) years from the date of its execution, and shall automatically continue and remain in effect every ten (10) years thereafter unless either party, at least 90 days prior to the date of expiration gives notice in writing to the other party of its intention to terminate this Agreement.
4. Consideration. The New Fairfield Police Department shall continue to have the right to use the Range for its own purposes at the Department's own risk and supervision provided that such Department utilization does not interfere with the usage of the Club described in paragraph 2.
5. Repair and Maintenance. The Club will at all times, at its sole cost and expense, keep and maintain the Range in good order and condition and will promptly make all repairs, replacements and additions as may be necessary or desirable to maintain the Range in a safe condition. The Club will undertake and insure that the Range is at all times in compliance with applicable building, zoning and similar governmental regulations and requirements in connection with its use and occupancy, and applicable easements, rights of way, liens, encumbrances, covenants, conditions and restrictions of record.
6. Insurance. During the term of this Agreement, the Club shall, at its own cost and expense, keep in force comprehensive liability insurance, in the amount not less than one million dollars, which shall include coverage of the Town as a named insured, against all claims for personal injury, death or property damage incurred in conjunction with the Club's activities in or about the Range or on property of the Town adjacent to the Range. The Club will insure that the premises of the Range are at all times in compliance with requirements of its insurer for the maintenance of such premises.
7. Indemnity. The club will indemnify and save harmless the Town and its elected officials, agent, employees, from and against any liabilities, obligations, damages, penalties, claims, costs,

charges, expenses, including but not limited to attorneys' fees, which may be imposed upon or incurred by or asserted against the Town by reason of any work or thing done in or about the premises of the Range by the Club, or by any negligence of the Club or any member, invitee or contractor of the Club, or for any accident or injury (including death) to any person or damage to any property occurring in, on or about the premises of the Range resulting from the Club's activities. In the event that any action or proceeding shall be brought against the Town by reason of any matter covered by this paragraph, the Club, upon written notice from the Town, will at the Club's sole cost and expense, resist or defend the same. To the extent of the proceedings received by the Town under any insurance furnished or supplied to the Town by the Club, the Club's obligation to indemnify and save harmless the Town against the hazard which is the subject of such insurance shall be deemed to be satisfied.

8. Access. The Club will not interfere with or damage any of the utility or service lines extending in, under or across the Range, or any property of the Town adjacent to the Range. The Club will have access to the Range by crossing over and through adjacent property of the Town. The town or its designee will have access to the Range at reasonable times for the purpose of inspection and enforcement of the terms of this Agreement. Other than the repair and maintenance of existing facilities as described in paragraph 5, the Club will not make alternations, erections, improvements or additions to the Range without the prior consent of the Town.
9. Compliance. The Club at its sole cost and expense, will promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the board of fire underwriters, or the fire marshal, or any other body exercising similar functions.
10. Eminent Domain. If the whole or any part of the Range shall be taken or condemned by any competent authority under the power of eminent domain, or if any statute, rule or regulation of the state or federal government or similar authority shall forbid the Town from maintaining the operation of an outdoor shooting range at this location, this Agreement shall immediately expire upon notice of same from the Town to the Club.
11. Notices. Notices may be directed to the Club at P.O. Box 8147, New Fairfield, CT 06812. Notices may be directed to the town care of the First Selectman.
12. Assignment. The Town hereby expressly consents to the assignment of this agreement to Hahlawah Sporting Club, Inc. upon organization of the same and dissolution of Hahlawah Rifle and Pistol Club, Inc., which shall occur with ninety days of the date entered hereinabove.

**Hahlawah Rifle and Pistol Club, Inc.
and its assignee,
Hahlawah Sporting Club, Inc.
(A CT entity to be organized)**



Anthony J. Yorio, Jr.
President, Duly Authorized

Town of New Fairfield



Patricia Del Monaco
First Selectman, Duly Authorized

ARTICLE II. - HOUSATONIC REGIONAL RESOURCE RECOVERY AUTHORITY

Sec. 14-31. - Adoption of state law.

The provisions of chapter 103b, sections 7-273aa to 7-273oo of the General Statutes, as amended by the provisions of Public Act No. 85-478, are hereby adopted.

(Ord. of 2-3-87, § 1; Ord. of 5-9-89, § 1)

Sec. 14-32. - Created.

A public body politic and corporate of the state, to be known as the Housatonic Regional Resource Recovery Authority (hereinafter referred to as the authority), constituting a political subdivision of the state established and created for the performance of an essential public and governmental function is hereby created for the purposes, charged with the duties and granted with the powers provided in chapter 103b, sections 7-273aa to 7-273oo of the General Statutes, as amended by Public Act No. 85-478, and chapters 446d and 446e of the General Statutes, as amended, which authority is hereby designated as the regional resources recovery authority for the town. The authority shall be the regional resources recovery authority for the town and for such other member municipalities as shall by ordinance concurrent herewith adopt the provisions of chapter 103b of the General Statutes, as amended, create the authority and designate the authority as their regional resource recovery authority, and such other municipalities as shall by ordinance and upon such terms and conditions as the authority may determine, hereafter become member municipalities of the authority.

(Ord. of 2-3-87, § 2; Ord. of 5-9-89, § 2)

Sec. 14-33. - Purpose.

The authority is established and created for the purpose of providing solid waste management and disposal of services within the region of the authority, which shall be the region within the jurisdiction of all of the member municipalities of the authority, and which purpose includes providing for the disposal of residential and commercial solid waste, the financing, construction and operation of one (1) or more solid waste disposal facilities for such purpose, and the delivery of solid waste thereto, including facilities for incineration of solid waste and production of steam, electricity and other byproducts for sale to public utilities and others.

(Ord. of 2-3-87, § 3; Ord. of 5-9-89, § 3)

Sec. 14-34. - Composition.

- (a) The membership of the authority shall consist of one (1) representative from each member municipality of the authority. Each such member, including each of the first representatives of the authority, shall be appointed in the manner set forth in the concurrent ordinance adopted by each member municipality. Representatives shall serve for terms of three (3) years. Representatives shall continue to serve until their successors are appointed and have qualified. In no event shall the terms of more than one-half of the

representatives expire simultaneously. If because of the addition or reduction of the number of member municipalities, the terms of more than one-half of the representatives would expire simultaneously, the terms of a sufficient number of representatives shall be automatically extended for a period of one (1) year. The extensions shall be based upon the alphabetical order of the member municipalities.

- (b) Each member municipality may appoint one (1) alternate representative of the authority who shall act in the event of the disability or absence for any other reason of the representative of the municipality. The alternate representative shall have a voice at authority meetings and vote if the representative from the municipality is absent from the meeting.

(Ord. of 2-3-87, § 4; Ord. of 5-9-89, § 4)

Sec. 14-35. - Appointment, qualifications of members.

The board of selectmen shall appoint the New Fairfield representative and alternate to the authority. The board of selectmen shall fill any vacancy which occurs and may remove the representative or alternate for cause. No person shall be eligible for appointment as a New Fairfield representative or alternate to the authority unless at the time of his appointment he is an elector of the town. Any such person who ceases to be an elector of the town shall thereupon cease to hold office.

(Ord. of 2-3-87, § 5; Ord. of 5-9-89, § 5)

Sec. 14-36. - Compensation of members.

Representatives of the authority shall serve without compensation but shall be reimbursed for their necessary expenses.

(Ord. of 2-3-87, § 7; Ord. of 5-9-89, § 7)

* Sec. 14-37. - Voting procedures.

- (a) Except in the case of membership termination, the authority shall operate with one hundred (100) voting units which shall be assigned to member municipalities in proportion to each municipality's share of the total population of all members of the authority as determined by the latest decennial federal census of population. There shall be no fractional votes and each municipality shall have a minimum of one (1) vote. The distribution of voting units among members shall be recomputed following each decennial federal census and upon the withdrawal or termination of any member municipality or the admission of a new member municipality. All actions by the authority shall require the affirmative vote of at least fifty-one (51) percent of the total voting units present and voting at a duly called meeting of the authority at which a quorum is present.
- (b) Members of the authority holding a majority of the voting units shall constitute a quorum, provided that no quorum shall be deemed to exist unless at least fifty-one (51) percent of the members of the authority shall be present and voting. In case of membership termination, each member municipality shall have one (1) vote and there shall be no vote by voting units.

(Ord. of 2-3-87, § 6; Ord. of 5-9-89, § 6)

Sec. 14-38. - Withdrawal.

Member municipalities may withdraw from the authority only after agreeing, in writing, to comply with the terms and conditions contained in any contracts between such municipality and the authority, or the holders of any bonds of the authority. No such withdrawal shall relieve such municipality of any liability, responsibility or obligation incurred by it as a member of the authority or as a user of any of the authority's projects.

(Ord. of 2-3-87, § 8; Ord. of 5-9-89, § 8)

Sec. 14-39. - Concurrent ordinances required.

This article shall be deemed to be concurrent with such ordinances as shall be enacted by the City of Danbury and the Towns of Bethel, Bridgewater, Brookfield, New Milford, Newtown, Redding and Ridgefield, which ordinances are not inconsistent in any material respect with the provisions of this article. This article shall be deemed concurrent even though such ordinances are not adopted simultaneously by the municipalities and even though one (1) or more of the municipalities shall fail to adopt the ordinances.

(Ord. of 2-3-87, § 9; Ord. of 5-9-89, § 9)

Secs. 14-40—14-50. - Reserved.



HOUSATONIC RESOURCES RECOVERY AUTHORITY

MINUTES

Thursday, June 30, 2022 10:30 a.m.

In-Person/Hybrid via Zoom

Newtown Municipal Center

3 Primrose Street

Newtown, CT 06470

Re: Section 14-37.

Example:

Members or Alternates Present

Bethel, Matt Knickerbocker
Bridgewater, Curtis Read
Brookfield, Tara Carr
Kent, Jean Speck
New Fairfield, Pat Del Monaco
New Milford, Pete Bass
Newtown, Herb Rosenthal
Ridgefield, Rudolph Marconi
Roxbury, Patrick Roy
Sherman, Don Lowe
Weston, Samantha Nestor
Wilton, Christopher Burney

7
1
6
1
5
11
11
10
1
1
4
7

65

Others Present:

Suzanne Von Holt, New Milford Alternate
Dan Rosenthal, First Selectman, Newtown
Fred Hurley, Newtown Alternate
Sandra Cointreau, Roxbury
Barbara Henry, Guest
April Regan, All American Waste
Jennifer Heaton-Jones, HRRR
Jennifer Baum, HRRR

Members Absent:

Danbury, Redding

Call to Order: The meeting was called to order by Chairman M. Knickerbocker at 10:41 a.m. with a quorum of 65 votes present from twelve towns. M. Knickerbocker led everyone in the pledge of allegiance.

Public Comment: No public comment

Chairman and Members' Comment:

M. Knickerbocker thanked HRRR members for their efforts through the legislative session. It was a successful session with HB5142 An Act Concerning Extended Producer Responsibility for Certain Gas Cylinders passing through the house and senate.

M. Knickerbocker acknowledged J. Heaton-Jones for efforts during legislative session and shared that J. Heaton-Jones is considered an expert and leader in the field and is often called upon for advice.