

# *Town of New Fairfield*

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

**BOARD OF SELECTMEN  
SPECIAL MEETING  
Senior Center  
33 Route 37, New Fairfield**

**Tuesday, August 30, 2022  
7:30 P.M.  
AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Public Comment & Participation
4. Correspondence & Announcements
5. Approve Minutes of Board of Selectmen Regular Meeting August 11, 2022 and Special Meeting August 25, 2022
6. Budget Transfers
7. Personnel Report
8. Appointments

**New Business**

9. Preliminary 2021/2022 Surplus Update - O. Melnikov
10. Discuss and Possibly Vote to Accept Donation for Animal Control Roof
11. Discuss and Possibly Vote to Approve the Transfer of \$17,034 from the Building Repair Reserve account for the following: \$9,300 Library HVAC Repair (condensation line replacement); \$7,734 Ball Pond Firehouse Ductless Split A/C Unit.
12. Discuss and Possibly Vote to Approve Fourth Amendment to Communication Tower Lease Agreement-302 Ball Pond Road

**Old Business**

13. Public Comment
14. Adjournment



**TOWN OF NEW FAIRFIELD  
FISCAL 2021-2022  
Intra-Department Transfer**

<b>\$\$\$ TRANSFER FROM:</b>		<b>\$\$\$ TRANSFER TO:</b>	
122.00	001-4110-0000-000 / 610.00	1.00	001-4110-0000-000 / 105.00
		121.00	001-4110-0000-000 / 310.00
1,500.00	001-4120-0000-000 / 340.00	1,500.00	001-4120-0000-000 / 110.00
4,000.00	001-4150-0000-000 / 610.00	4,000.00	001-4150-0000-000 / 110.00
2,794.00	001-4153-0000-000 / 610.00	2,794.00	001-4153-0000-000 / 110.00
207.00	001-4154-0000-000 / 610.00	207.00	001-4154-0000-000 / 331.00
8,855.00	001-4161-0000-002 / 332.01	1,825.00	001-4161-0000-002 / 332.01
		3,950.00	001-4161-0000-004 / 332.01
		3,080.00	001-4161-0000-007 / 332.01
49.00	001-4164-0005-000 / 430.04	49.00	001-4164-0004-000 / 430.03
380.00	001-4193-0000-000 / 610.00	380.00	001-4193-0000-000 / 110.00
8,186.00	001-4195-0002-000 / 620.08	361.00	001-4195-0000-000 / 622.00
		5,264.00	001-4195-0003-000 / 620.01
		1,707.00	001-4195-0004-000 / 620.02
		854.00	001-4195-0006-000 / 620.04
15,652.00	001-4210-0005-000 / 130.00	5,374.00	001-4210-0000-000 / 110.00
		10,278.00	001-4210-0003-000 / 317.03
666.00	001-4220-0000-000 / 610.02	666.00	001-4220-0000-000 / 322.00
352.00	001-4225-0000-000 / 610.00	352.00	001-4225-0000-000 / 110.00
690.00	001-4240-0000-000 / 610.00	690.00	001-4240-0000-000 / 110.00
600.00	001-4290-0000-000 / 610.00	600.00	001-4290-0000-000 / 110.00
1,383.00	001-4295-0000-000 / 610.00	1,383.00	001-4295-0000-000 / 110.00
1,266.00	001-4310-0000-000 / 120.01	31.00	001-4310-0000-000 / 421.01
		1,235.00	001-4310-0000-000 / 112.01
3,169.00	001-4450-0000-000 / 810.01	3,169.00	001-4450-0000-000 / 110.00
49,871.00		49,871.00	

To be submitted at the BOS meeting on 08/30/2022

TOWN OF NEW FAIRFIELD  
 PERSONNEL REPORT  
 August 30, 2022

LAST NAME	FIRST NAME	POSITION	LOCATION	PAY RATE	REASON	EFFECTIVE
<b>NEW HIRES:</b>						
1 HANSON	DAVID	LIFEGUARD	TOWN BEACH	\$15.00/HR.	RECREATION	8/20/2022
2 SBANO	ANGELA	PROGRAM INSTRUCTOR	RECREATION	\$10.00/HR. + COMMISSION	RECREATION	8/30/2022
<b>CHANGE IN STATUS</b>						
3 MCCARTHY	KEVIN	PT DOC ATTENDENT	DOC	\$15.00/HR.	INCREASE TO HOURLY WAGE	7/1/2022
<b>SEPARATION</b>						

**2021/2022 Operating Surplus**  
**PRELIMINARY**

**Expenditures**

BOE (TBD)	-
Town	414,000
Total	<u>414,000</u>

**Revenues**

BOE-Close out PY Encumbrances (TBD)	-
Town-Close out PY Encumbrances	16,606
All Other Revenue	552,000
Total Revenues	<u>568,606</u>

Grand Total - Pre-Audit	<u><u>982,606</u></u>
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Additional Appropriations Submitted to Town Meeting

**Auditors Journal Entries**

Total Auditors Entries	-
Grand Total Final	<u><u>982,606</u></u>

**Distributions From General Fund**

BOE Non-Lapsing Account (100% BOE Expenditure Surplu)	-
Additional Appropriations Submitted to Town Meeting	195,500

Total Distribution from General Fund	<u>195,500</u>
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To Remain in General Fund	<u><u>787,106</u></u>
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## Unassigned General Fund Balance

	<u>UGF</u> <u>Balance</u>	<u>Expenditures</u>	<u>Percentage</u>
As at June 30, 2021	\$ 11,045,703	\$ 57,052,005	19.36%
Appropriated FY 20/21 Town Expenditure Surplus	(498,542)		
Appropriated FY 20/21 Town Revenue Surplus	\$ (223,726)		
Appropriated FY 20/21 BOE Expenditure Surplus	(118,646)		
	\$ 10,204,789	\$ 57,052,005	17.89%
Budgeted Expenses for FY 21/22		\$ 58,171,901	
<u>Estimated FY 21/22 Surplus</u>			
Revenue Surplus	\$ 568,606		
Expenditure Surplus	\$ 414,000	\$ (414,000)	
Total Estimated FY 21/22 Surplus	\$ 982,606		
Estimated as at June 30, 2022	\$ 11,187,395	\$ 57,757,901	19.37%
Budgeted Increase for FY 22/23		\$ 3,330,250	
	\$ 11,187,395	\$ 61,502,151	18.19%
Proposed Use of Funds - Submitted to Town Meeting	\$ (195,500)	\$ 121,000	
Maximum Use of Funds	\$ (610,000)	\$ 610,000	
Estimated as at June 30, 2023	\$ 10,381,895	\$ 62,233,151	16.68%

# TOWN PROPERTIES CAPITAL BUDGET

	Building Repair Reserve	STEAP Town Hall Annex	Replace Furnace Co. A	PD Cameras	Interior Painting Annex	Town Hall Septic	Electrical Install PD	Electrical Install DPW Town Garage	Library HVAC Repair	Ball Pond FH Ductless Split A/C Unit	Total
Carryover Current Year	60,532.65	215,728.20	45,000.00	4,900.00	11,000.00	1,800.00	-	-	-	-	371,501.76
Transfers	20,000.00										60,000.00
Per Lloyd Decker 9/1/21	58.81										-
Per BOS 10/28	(21,420.00)										-
Per BOS 11/23/2021	(10,000.00)										-
Per BOS 12/9/2021	(4,300.00)										-
Per BOS 12/9/2021	(2,000.00)										-
Per Pat. 2/7/2022	56,532.00										-
Per Diana/Russ. 3/12/2022	6,480.10										-
Per BOS, 6/9/2022	(12,619.00)						2,475.00				-
Per BOS 08/30/2022	(17,034.00)							2,840.00	9,300.00	7,734.00	-
Expenditures											-
PO #22000481 - Tucker Mechanical	(2,949.00)										(2,949.00)
PO #21000580 - Loureiro Engineering		(173,280.00)									(173,280.00)
PO #22000536 - Waterboy Plumbing	(640.23)										(640.23)
PO #22000577 - Diebold Nixdorf	(1,099.51)										(1,099.51)
PO #22000598 - MarJam Company											(1,099.51)
PO #22000628 - RNB Enterprises											(9,972.48)
PO #22000595 - Shock Electric Co.											(21,420.00)
PO #22000637 - Norbert E. Mitchell											(4,242.00)
PO #22000714 - Carpets to You	(1,274.00)										(1,274.00)
PO #22000597 - Safe Harbor Company	(1,395.00)										(1,395.00)
PO #22000688 - United Alarm Services											(5,000.00)
PO #22000545 - BMP Construction											(2,000.00)
PO #22000639 - Ergonomic Group											(27.52)
PO #22000629 - Ergonomic Group											(813.50)
PO #22000736 - Accurate Lock & Safe	(813.50)										(329.00)
PO #22000789 - Overhead Door Co											(1,100.00)
PO #22000792 - WMC Consulting											(2,937.50)
PO #22000714 - Carpets to You											
Encumbered											
PO #c0030449 - Safety Marking Inc.											(1,800.00)
PO #21000004 - Bob Conley & Son					(6,600.00)						(6,600.00)
PO # 21000580 - Loureiro Engineering		(13,720.00)									(13,720.00)
PO #22000577 - Diebold Nixdorf	(1,043.77)										(1,043.77)
PO #22000712 - Shock Electric											(2,840.00)
PO #22000713 - Shock Electric											(2,475.00)
Balance	67,015.55	28,728.20	45,000.00	4,900.00	4,400.00	-	-	-	9,300.00	7,734.00	167,077.75

## **FOURTH AMENDMENT TO COMMUNICATION TOWER LEASE AGREEMENT**

This Fourth Amendment to the Communication Tower Lease Agreement (the "Amendment") is made and entered into this 30th day of August, 2022 ("Amendment Effective Date"), by and between, The Town of New Fairfield, a Connecticut Municipality, ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company and successor in interest to Omnipoint Holdings Inc, a Delaware corporation ("Tenant").

**WHEREAS**, Landlord and Tenant entered into that certain Communication Tower Lease Agreement dated December 22, 2004, as amended by First Amendment on October 30, 2009, and further amended by Second Amendment on June 24, 2013, and further amended by Third Amendment on August 10, 2015 (collectively, the "Lease"), for a portion of the Landlord's Property located at 302 Ball Pond Road, New Fairfield, CT 06812;

**WHEREAS**, Landlord and Tenant each hereby agrees that the other party has complied with all the covenants, terms and conditions of the Lease;

**WHEREAS**, Tenant desires to modify its equipment at the Premises; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease as follows.

**NOW THEREFORE**, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. Tenant has provided Landlord with proposed modifications to its equipment on the Premises as set forth on the plans attached hereto as Exhibit A prepared by Carlo F. Centrore, P.E., of CENTEK Engineering, dated May 4, 2022 ("Plans"). Upon full execution of this Amendment, and subject to the payments set forth in Section 2 below, and in accordance with the Plans, and the terms and conditions of the Lease, including, without limitation, Section 5 (regarding compliance with laws) and Section 6 (regarding interference), (i) Exhibit B, referenced in the Lease shall be deleted in its entirety and replaced with Exhibit A attached hereto and incorporated herein by reference; and (ii) Tenant shall remove any and all equipment identified in the Plans for removal. Tenant shall be in material default of the Lease and this Amendment if Tenant does not complete the installation of its equipment and removal of the designated equipment within one hundred twenty (120) days from the Amendment Effective Date. Commencing on the 121st day from the Amendment Effective Date, if Tenant has not completed the removal of Tenant's equipment as set forth in the Plans, Landlord shall have the right, in addition to all other rights contained in the Lease and this Amendment, to charge Tenant, as additional fees, a holdover charge of 150% per month over the then current rent for each month (or portion thereof) that such designated equipment remains on the Premises.
2. Effective on the Amendment Effective Date, (a) the Rent that Tenant pays Landlord shall increase by Four Hundred and Twenty Five Dollars (\$425.00) per month, and shall be subject to the annual escalation provided in the Lease; and (b) within sixty (60) days from



the Amendment Effective Date, Tenant shall pay Landlord a one-time fee of Two Thousand Dollars (\$2,000).

- 3. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.
- 4. This Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
- 5. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.
- 6. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Amendment.
- 7. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the day and year last written below.

**LANDLORD**

Town of New Fairfield

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT**

T-Mobile Northeast LLC

By:  \_\_\_\_\_  
313F93D455F8403...

Name: Hans Fiedler

Title: Director

Date: 8/19/2022



TMO Signatory Level: L06