

## 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 Inter-Department Transfer	N OF NEW FAIRFIE FISCAL 2021-2022 r-Denartment Transl	ILD ELD	
S.S	TRANSFER FROM:		<u>8.8</u>	TRANSFER TO:	
17,868.00	001-4160-0000-000 / 140.00	Unclassified P&B - Salary Adjustment	851.00	001-4120-0000-000 / 110.00 Town Clerk - Salaries	wn Clerk - Salaries
			4,970.00	001-4150-0000-000 / 110.00   Finance - Salaries	nance - Salaries
			148.00	001-4151-0000-000 / 110.00 BOF - Salaries	OF - Salaries
			1.00	001-4152-0000-000 / 110.00   Treasurer - Elected Salaries	easurer - Elected Salaries
			4,320.00	001-4154-0000-000 / 110.00 Tax Collector - Salaries	tx Collector - Salaries
			1,165.00	001-4410-0000-000 / 110.00   Health - Salaries	ealth - Salaries
			1,273.00	001-4510-0000-000 / 110.00   Parks & Recreation - Salaries	rks & Recreation - Salaries
			258.00	001-4290-0000-000 / 110.00 OEM - Salaries	EM - Salaries
			3,236.00	001-4215-0000-000 / 110.00   Communications Center - Salaries	ommunications Center - Salaries
			177.00	001-4215-0000-000 / 112.00   Co	001-4215-0000-000 / 112.00   Communications Center - Part-time Salaries
			1,469.00	001-4215-0000-000 / 130.00   Co	001-4215-0000-000 / 130.00   Communications Center - Overtime
5,000.00	001-4160-0000-000 / 250.00	Unclassified P&B - Unemployment	5,000.00	001-4154-0000-000 / 105.00   Tax Collector - Elected Salaries	x Collector - Elected Salaries
	3				
22,868.00			22,868.00		

To be submitted at the BOS meeting on 08/30/2022 To be submitted at the BOF meeting on 09/21/2022

		TOWN OF NEW FAIRFIELD FISCAL 2021-2022 Intra-Department Transfer	V FAIRFIE 021-2022 ent Transfe	ر ۲	
<u>8.8</u>	TRANSFER FROM:		<u>8.8</u>	TRANSFER TO:	
122.00	001-4110-0000-000 / 610.00 BOS - M&S	BOS - M&S	1.00	001-4110-0000-000 / 105.00 BOS - Elected Salaries 001-4110-0000-000 / 310.00 BOS - Land Records	BOS - Elected Salaries BOS - Land Records
1,500.00	-	001-4120-0000-000 / 340.00 Town Clerk - Indexing & Microfilm	1,500.00	001-4120-0000-000 / 110.00   Town Clerk - Salaries	Town Clerk - Salaries
4,000.00	001-4150-0000-000 / 610.00 Finance - M&S	Finance - M&S	4,000.00	001-4150-0000-000 / 110.00 Finance - Salaries	Finance - Salaries
2,794.00	001-4153-0000-000 / 610.00   Assessor - M&S	Assessor - M&S	2,794.00	001-4153-0000-000 / 110.00   Assessor - Salaries	Assessor - Salaries
207.00	001-4154-0000-000 / 610.00   Tax Collector - M&S	Tax Collector - M&S	207.00	001-4154-0000-000 / 331.00	001-4154-0000-000 / 331.00 Tax Collector - Deling. Tax Collect.
8,855.00	001-4161-0000-002 / 332.01   Legal - Inland/Wetland	Legal - Inland/Wetland	1,825.00	001-4161-0000-002 / 332.01	Legal - Tax
			3,950.00	001-4161-0000-004 / 332.01	Legal - General Legal - Zoning
					0
49.00		001-4164-0005-000 / 430.04 Business Machines - Copier Maintenance	49.00	001-4164-0004-000 / 430.03	001-4164-0004-000 / 430.03 Business Machines - LAN Equip Maint.
380.00	001-4193-0000-000 / 610.00 ZBA - M&S	ZBA - M&S	380.00	001-4193-0000-000 / 110.00 ZBA - Salaries	ZBA - Salaries
8,186.00	001-4195-0002-000 / 620.08   Utilities - Fire Companies	Utilities - Fire Companies	361.00	001-4195-0000-000 / 622 00 [Litilities - Street Lights	Utilities - Street Lights
	-		5,264.00	001-4195-0003-000 / 620.01	Utilities - Electricity
			1,707.00	001-4195-0004-000 / 620.02	Utilities - Telephone
			00.400	4120-000-000 820.04	Omines - Omei
15,652.00	001-4210-0005-000 / 130.00 PD - SRO Overtime	PD - SRO Overtime	5,374.00	001-4210-0000-000 / 110.00 PD - Salaries	PD - Salaries
			00.017.01	0.116 1000-000-017-100	T. D Account Hooper Overtime
00'999	001-4220-0000-000 / 610.02 Fire Companies - M&S	Fire Companies - M&S	00.999	001-4220-0000-000 / 322.00	001-4220-0000-000 / 322.00   Fire Companies - Education & Training
352.00	001-4225-0000-000 / 610.00 Fire Marshall - M&S	Fire Marshall - M&S	352.00	001-4225-0000-000 / 110.00 Fire Marshall - Salaries	Fire Marshall - Salaries
00.069	001-4240-0000-000 / 610.00 Building Inspector - M&S	Building Inspector - M&S	00'069	001-4240-0000-000 / 110.00 Building Inspector - Salaries	Building Inspector - Salaries
90.009	001-4290-0000-000 / 610.00 OEM - M&S	OEM - M&S	600.00	001-4290-0000-000 / 110.00   OEM - Salaries	OEM - Salaries
1.383.00	001-4295-0000-000 / 610 00 Animal Control - M&S	Animal Control - M&S	1 383 00	001-4795-0000-000 / 110 00 Animal Control - Salaries	Animal Control - Salariac
	-		1,00,00	0.011	Author - Salaries
1,266.00	001-4310-0000-000 / 120.01 PW - Seasonal Personnel	PW - Seasonal Personnel	31.00	001-4310-0000-000 / 421.01   PW - Disposal of Wa 001-4310-0000-000 / 112.01   PW - Town Engineer	PW - Disposal of Waste PW - Town Engineer
2 160 00	001 4450 0000 000 (810 01		00 071 0	000000000000000000000000000000000000000	
3,109,00	001-4420-0000-000 / 810.01	Schot Services - Programs	3,169.00	001/4450-0000-000 / 110.00   Senior Services - Salaries	Senior Services - Salaries
49 871 00			40 671 00		
47,0/1,00			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	FIRST NAME	NOILLION	LOCATION	PAV RATE	DEASON	THE RESERVE OF THE PARTY OF THE
V HIRES:	の被害の対象を対象を		STATE OF THE STATE		KEASOIN	EFFECTIVE
HANSON	DAVID	LIFEGUARD	TOWN BEACH	\$15 00/HR	DECDEATION	
SBANO	ANGELA	NSTRUCTOR	RECREATION	COMMISSION	DECREATION	8/20/2022
ANGE IN STATUS		是 1000 1000 1000 1000 1000 1000 1000 10			NOTION	8/30/7077
MCCARTHY	KEVIN	PT DOC ATTENDENT	DOC	\$15.00/HR	NORFACE TO HOUR V WACE	00000
					TOTAL TOTAL WALE	1/1/2022
ARATION						

# 2021/2022 Operating Surplus PRELIMINARY

Expenditures	
BOE (TBD)	1,111 <u>-</u> 2
Town	414,000
Total	414,000
Revenues	
BOE-Close out PY Encumbrances (TBD)	1 · · ·
Town-Close out PY Encumbrances	16,606
All Other Revenue	552,000
Total Revenues	568,606
Grand Total - Pre-Audit	982,606
Additional Appropriations Submitted to Town Meeting	
Auditors Journal Entries	<u></u>
Total Auditors Entries	
Total Additors Elithes	
Grand Total Final	982,606
Grana Total Final	302,000
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	195,500
To Remain in General Fund	787,106
To Heritain in Selleral Falla	

## **Unassigned General Fund Balance**

		UGF <u>Balance</u>	_ <u>E</u>	xpenditures	Percentage
As at June 30, 2021	\$	11,045,703	\$	57,052,005	19.36%
Appropriated FY 20/21 Town Expenditure Surplus Appropriated FY 20/21 Town Revenue Surplus Appropriated FY 20/21 BOE Expenditure Surplus	\$	(498,542) (223,726) (118,646)			
	\$	10,204,789	\$	57,052,005	17.89%
Budgeted Expenses for FY 21/22			\$	58,171,901	
Estimated FY 21/22 Surplus					
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 Maximum Use of Funds	\$ \$	(195,500) (610,000)		121,000 610,000	
Estimated as at June 30, 2023	\$	10,381,895	\$	62,233,151	16.68%

# TOWN PROPERTIES CAPITAL BUDGET

Town Hall   Furnace   Partitions   Town Hall   Furnace   Partitions   Town Garage   Partitions   Town Garage   Partitions   Partition		Building	STEAP	Replace		Interior	Town	Flectrical	Flectrical Install		Rall Dond EH	
Figure 2   Figure 2   Figure 3		Repair	Town Hall	Furnace	BD	Painting	Hall	Install	WAU	Library HVAC	Durtless Split	
1,000,000   1,00		Reserve	Annex	Co. A	Cameras	Annex	Septic	DG.	Town Garage	Renair	A/C Unit	Total
200000   2000000   200000   200000   200000   200000   200000   200000   2000000   200000   200000   200000   200000   200000   200000   2000000   200000   200000   200000   200000   200000   200000   2000000   200000   200000   200000   200000   200000   200000   2000000   200000   200000   200000   200000   200000   200000   20000	Carryover	60,532.65	215,728.20	45.000.00	4.900.00	11.000.00	1.800.00		-	Iveball		371 501 7E
C   C   C   C   C   C   C   C   C   C	Current Year	20,000.00										00.000.00
1,000,000   1,00	Transfers											00,000,00
C1 (20 640 00)   C1 (20 640 00)   C1 (20 640 00)   C2 (	Per Lloyd Decker 9/1/21	58.81										
1,0000,000   1,0	Per BOS 10/28	(21,420.00)										
Continue	Per BOS 11/23/2021	(10,000.00)										
\$\frac{56.82.00}{(12.85.00)} \tag{2.86.00}	Per BOS 12/9/2021	(4,300.00)										
1,1004-00   1,10	Per BOS 12/9/2021	(2,000.00)										
Continue of Cont	Per Pat 2/7/2022	56 532 00										
(17,004,00)   (17,004,00,00)   (17,004,004,00)   (17,004,00)   (17,004,00)   (17,004,00)   (17,004,00)   (17,004,00)   (17,004,00)   (17,004,00)   (17,004,00)   (17,004	Per Diana/Russ 3/12/2022	6.480.10										•
(17,004,00)		2000										•
(1702400)   (173,280.00)   (173,28	Per BOS, 6/9/2022	(12,619.00)						2,475.00	2,840.00			•
C   C   C   C   C   C   C   C   C   C	Per BOS 08/30/2022	(17,034.00)								9,300.00	7,734.00	
mical (2.949.00) (173.280.00) (												1
C   C   C   C   C   C   C   C   C   C												•
C   C   C   C   C   C   C   C   C   C	Expenditures											
(172,280,00)   (173,280,00)   (1800,00)	PO #22000481 - Tucker Mechanical	(2.949,00)										100 000 0/
Company   Comp	PO #21000713 - Tracy Floors											(2,549.00)
The hing (640.23)	PO # 21000580 - Loureiro Engineering		(173,280.00)									(173 280 00)
1,099.51   1,099.51   1,099.52	PO #22000536 - Waterboy Plumbing											(1,850.00)
analy (1.099.51)  sea contained (1.099.51)  company (1.214.00)  company (1.214.00)  company (1.355.00)  company (1.355.00)  company (1.355.00)  company (1.355.00)  company (1.355.00)  company (1.355.00)  company (1.350.00)  co	PO #22000577 - Diebold Nixdorf	(640.23)										(640.23)
Company (1,274.00)   Company	PO #22000598 - MarJam Company	(1,099.51)										(1 099 51)
Co.	PO #22000628 - RNB Enterprises											(9,972.48)
Company (1,274.00)   Company	PO #22000595 - Shock Electric Co.											(21,420.00)
Company (1,274,00)	PO #22000637 - Norbert E. Mitchell											(4,242.00)
1,274,00    1,274,00    1,274,00    1,272,00    1,27	PO #22000714 - Carpets to You											(2,937.50)
1,395.00    1,39	PO #22000597 - Safe Harbor Company	(1,274.00)										(1,274.00)
bug	PO #22000688 - United Alarm Services	(1,395.00)										(1,395.00)
0.04p	PO #22000545 - BMP Construction											(5,000.00)
0.0p 0.0p 0.0p 0.0p 0.0p 0.0p 0.0p 0.0p	PO #22000639 - Ergonomic Group											(2,000.00)
F. Safe (813.50)	PO #22000629 - Ergonomic Group											(27.52)
1   1   1   1   1   1   1   1   1   1	PO #22000736 - Accurate Lock & Safe	(813.50)										(813.50)
ing	PO #22000789 - Overhead Door Co											(329.00)
Son heering (1,043.77) (13.720.00) (6,600.00) (1,800.00	PO #22000792 - WMC Consulting											(1,100.00)
Son (1,800.00) (1,800.	PO #22000/14 - Carpets to You											(2,937.50)
Figure 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,												
Juc. Son (1,800.00) (1												
Son neering (1,043.77) (13,720.00) (6,600.00) (1,800.00	-											
Solutions (1,043.77) (13,720.00) (6,600.00) (1,800.00)	Procumbered											
Continuous   Con	PO #C0030449 - Salety Marking Inc.					100 000 01	(1,800.00)					(1,800.00)
π     (1,043.77)     (2,840.00)       (2,475.00)     (2,475.00)       <	PO # 21000580 - Loureiro Engineering		(13 720 00)			(0,000.00)						(6,600.00)
67,015.55     28,728.20     45,000.00     4,900.00     4,400.00     -     -     9,300.00     7,734.00     1	PO #22000577 - Diebold Nixdorf	(1,043.77)	(10,120,00)									(13,720.00)
67.015.55         28,728.20         4,5000.00         4,900.00         4,400.00         -         -         9,300.00         7,734.00         1	PO #22000712 - Shock Electric								(2) 840 00)			(1,040,00)
67,015.55     28,728.20     45,000.00     4,900.00     4,400.00     -     -     9,300.00     7,734.00     1	PO #22000713 - Shock Electric							(2,475.00)	(2,010,00)			(2.475.00)
67,015.55         28,728.20         45,000.00         4,400.00         -         -         9,300.00         7,734.00												
67,015,55 28,728.20 45,000.00 4,400.00 9,300.00 7,734.00 7,734.00	Delonee	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1										
	balance	67,015.55	28,728.20		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:

- Tenant has provided Landlord with proposed modifications to its equipment on the 1. 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.
- Effective on the Amendment Effective Date, (a) the Rent that Tenant pays Landlord shall 2. 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

CT11797A NLG-61983 AMD Anchor Phase 3 L600 L600 Coverage 65607

T-Mobile Site Number: CT11797A Ste Name: CT797/New Fairfield MP

Market: Connecticut

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	TENA:	NT	
Town of New Fairfield	T-Mob	ile Northeast LLC  Docusigned by:	
By:	By:	Hans Fiedler 313F93D455F8403	
Name:	Name:	Hans Fiedler	
Title:	Title: _	Director	
Date:	Date:	8/19/2022	
			oroved 2

TMO Signatory Level: L06

Market: Connecticut