

# *Town of New Fairfield*

*Selectmen's Office*

*4 Brush Hill Road*

*New Fairfield, Connecticut*

**BOARD OF SELECTMEN  
REGULAR MEETING  
Sr. Center Community Room  
33 Route 37**

**Thursday, June 22, 2023**

**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 June 8, 2023
6. Budget Transfers
7. Approve Tax Refunds Recommended by Tax Collector
8. Personnel Report
9. Appointments

**New Business**

10. Red Schoolhouse Property Lease
11. ARPA Project Update

**Old Business**

12. Discuss and Possibly Vote on Economic Development Commission Recommendation for ARPA Small Business Grants
13. Public Comment
14. Adjournment

**TOWN OF NEW FAIRFIELD**  
**FISCAL 2022-2023**  
**Intra-Department Transfer**

<b>TRANSFER FROM:</b>		<b>\$'S</b>	<b>TRANSFER TO:</b>	<b>\$'S</b>
5,186.00	001-4310-0002-000/610.01	Public Works - Highway & Streets M&S	001-4310-0000-000/423.00	Public Works - Contracted Services (Trees)
2,100.00	001-4310-0000-000/451.00	Public Works - Road Repair	001-4310-0000-000/423.00	Public Works - Contracted Services (Trees)
4,500.00	001-4310-0000-100/610.01	Public Works - Building & Grounds M&S	001-4310-0000-000/423.00	Public Works - Contracted Services (Trees & Line Striping)
200.00	001-4120-0000-000/341.00	Town Clerk - Vital Statistics	001-4120-0000-000/610.00	Town Clerk - M&S
600.00	001-4120-0000-000/342.00	Town Clerk - Ordinance Update	001-4120-0000-000/610.00	Town Clerk - M&S
841.00	001-4210-0000-000/340.00	Town Clerk - Indexing & Microfilming	001-4120-0000-000/610.00	Town Clerk - M&S
13,427.00			13,427.00	

Submitted at the BOS meeting on 06/22/2023

TOWN OF NEW FAIRFIELD  
 REFUND REQUESTS  
 TAX COLLECTOR'S OFFICE  
 June 22, 2023

	LAST NAME	FIRST NAME	BILL NUMBER	TAX TYPE	S AMOUNT	REASON	DATE SIGNED
1	GILROY	KEVIN & BRENDA	2021-3-54392	MV	\$88.13	ADJUSTMENT BY ASSESSOR	6/10/2023
2							
3							
4							
5							
6							
7							
8							
9							
10							
					\$ 88.13		

**TOWN OF NEW FAIRFIELD  
PERSONNEL REPORT  
June 22, 2023**

LAST NAME	FIRST NAME	POSITION	LOCATION	PAY RATE	REASON	EFFECTIVE
<b>NEW HIRES:</b>						
1	AKTER	PROGRAM INSTRUCTOR	RECREATION	\$10.00/HR. + COMMISSION	RECREATION	6/23/2023
2	HUDSON	PART TIME ADMINISTRATIVE ASSISTANT	SOCIAL SERVICES	\$19.14/HR.	REPLACING KATHY ROCCO	7/5/2023
3	LEDDA	CAMP COUNSELOR	TOWN CAMP	\$15.00/HR.	RECREATION	6/23/2023
4	LOUGHRAN	ASSISTANT DAY CAMP DIRECTOR	TOWN CAMP	\$19.00/HR.	RECREATION	6/23/2023
5	KRUEGER	LIFEGUARD	TOWN BEACH	\$16.00/HR.	RECREATION	6/23/2023
<b>CHANGE IN STATUS</b>						
6	FLANAGAN	ASSISTANT DAY CAMP DIRECTOR	TOWN CAMP	\$18.00/HR.	RECREATION	6/23/2023
<b>SEPARATION</b>						

Please return to:  
CONNDOT  
Contract Admin. Room 2211  
P.O. Box 317546  
Newington, CT 06131-7546

RECORDED IN New Fairfield LAND RECORDS AT VOLUME 449 PAGE 949

Agreement No. 6.23-03(08)

LEASE AGREEMENT  
BETWEEN  
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION  
AND  
TOWN OF NEW FAIRFIELD  
STATE ROUTE NO. 39  
TOWN OF NEW FAIRFIELD  
FILE NO. 90-000-43  
FEDERAL-AID PROJECT NO. N/A

THIS LEASE AGREEMENT ("Agreement"), concluded at Newington, Connecticut, this 30<sup>th</sup> day of June, 2008, by and between the State of Connecticut, Department of Transportation ("State"); ~~H. James Boice, Acting Commissioner,~~ acting herein by Michael W. Lonergan, P.E., Acting Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, and the Town of New Fairfield, a municipal corporation, with a mailing address of Town Hall, Route 39, P.O. Box 8896, New Fairfield, Connecticut 06812, acting herein by John Hodge, its First Selectman, hereunto duly authorized.

\*Joseph F. Marie, Commissioner

WITNESSETH: THAT,

WHEREAS, the Second Party has requested the use of certain land, hereinafter described, for in conjunction with a public museum, (public benches, walkways, parking, etc.), and

WHEREAS, the State has the authority pursuant to Section 13a-80a of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all stipulations, restrictions, specifications and covenants herein contained, that land ("Premises") situated in the town of New Fairfield, County of Fairfield, and State of Connecticut, on the southeasterly side of State Route No. 39, with appurtenances thereon, if any, containing 0.76 acres, more or less, as shown on a lease sketch attached hereto, entitled: "TOWN OF NEW FAIRFIELD, MAP SHOWING LAND LEASED TO TOWN OF NEW FAIRFIELD BY THE STATE OF CONNECTICUT, ROUTE 39, SCALE 1" = 40', NOV. 1970, RALPH L. HAGAR, DEPUTY TRANSPORTATION COMMISSIONER - BUREAU OF HIGHWAYS," TOWN NO. 90, PROJECT NO. 90-MISC., SERIAL NO. 43, SHEET 1 OF 1.

All rights of ingress and egress are specifically denied, directly to and from State Route No. 39, from and to the Premises.

1. The sole purpose of this Agreement is to allow the Second Party to use and maintain the Premises in conjunction with a public museum, (public benches, walkways, parking, etc.).

8:10

2. The term of this Agreement is for a five (5) year period of time commencing July 1, 2008, to and including June 30, 2013.

3. There shall be a one-time administrative fee of five hundred (\$500.00) dollars for the cost of processing this Agreement. No rental fee will be charged for the use of the Premises, provided that the Premises are available for public use and that no fee is charged by the Second Party for this public use.

4. The Second Party shall have the right to renew this Agreement for two (2) additional five (5) year periods of time, by giving the State official notice, as the same is hereinafter defined.

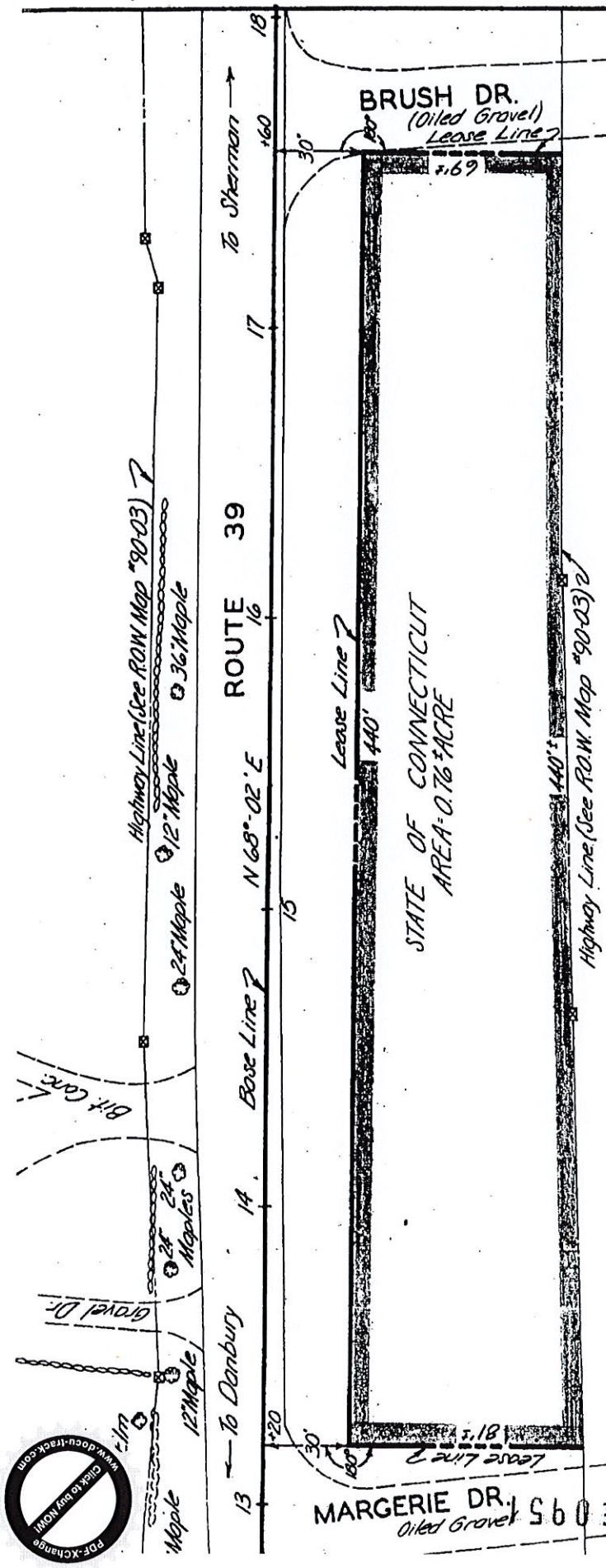
5. This Agreement may be terminated at any time by either party hereto by giving the other party thirty (30) days official notice, as the same is hereinafter defined, and upon expiration of said notice period, this Agreement shall be null and void and all rights of the Second Party herein shall end and terminate.

6. If the Second Party shall fail to perform or comply with any of the terms and conditions contained in this Agreement, this Agreement shall be deemed to have been breached, and may be terminated at any time by the State by giving the Second Party sixty (60) days official notice, in writing, as the same is hereinafter defined. However, no breach shall result in termination of this Agreement by the State so long as the Second Party shall proceed from the time it received actual notice of breach to cure the same diligently and in good faith, and providing such cure is accomplished within a reasonable period of time, time being of the essence, not to exceed one hundred twenty (120) days from the time it received actual notice of breach. The State's lack of enforcement of its right to terminate this Agreement shall not be construed as a waiver of its right to do so.

7. It is mutually understood and agreed by the parties hereto that when pages -1- thru and including -4- hereof are duly recorded in the land records of the town(s) in which the Premises exist, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

8. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Highway Lease Specifications & Covenants, Connecticut Department of Transportation", dated May 6, 2008 ("Specifications"), which is hereby made an integral part of this Agreement by reference thereto and which shall have full force and effect as if the same was incorporated herein, it being understood and agreed by the parties hereto that the Specifications is and shall remain on file in the offices of the State and of the Second Party identified on page -1- hereof.

9. If any improvements are planned to be made to the Premises, the Second Party must obtain an Encroachment Permit in accordance with Item 20 of the Specifications. The Second Party must contact the Special Service Section Chief of the State's District IV Maintenance Office, at 860-585-2785 to apply for this permit.



THE NEW FAIRFIELD CO.

TOWN OF NEW FAIRFIELD  
 MAP SHOWING LAND LEASED TO  
 TOWN OF NEW FAIRFIELD  
 BY  
**THE STATE OF CONNECTICUT**  
 ROUTE 39  
 SCALE 1" = 40'  
 RALPH L. HAGER  
 TRANSPORTATION COMMISSIONER - BUREAU OF HIGHWAYS  
 Max. 1970

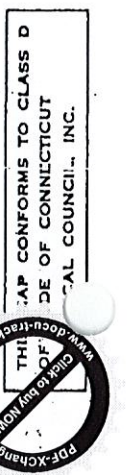
DATE	REVISION	REQ. BY

I HEREBY CERTIFY THAT THIS MAP IS SUBSTANTIALLY CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

TOWN NO. 90  
 PROJECT NO. 90-Misc  
 SERIAL NO. 43  
 SHEET 1 OF 1

DATE 10x 1970

Stanley I. Allen  
 TITLE Engineer of Surveys



VOL 44 PAGE 95 Oiled Gravel

Agreement No. 6.23-03(08)

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

Lisa S King  
Name: Lisa S King  
M. Montague  
Name: Marie Ann Montague

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
~~H. James Boice, Acting Commissioner~~  
~~Joseph F. Marie, Commissioner~~  
By Michael W. Lonergan (Seal)  
Michael W. Lonergan, P.E.  
Acting Chief Engineer  
Bureau of Engineering and  
Highway Operations

Date: 6/30/08

STATE OF CONNECTICUT)

SS: Newington

June 30 A.D., 2008  
Date

COUNTY OF HARTFORD )

Personally appeared for the State, Michael W. Lonergan, P.E., Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation and his free act and deed as Acting Chief Engineer, Bureau of Engineering and Highway Operations, before me.

LISA S. KING  
My Commission Expires Notary Public  
Connecticut  
My Commission Expires June 30, 2011

Lisa S. King  
Notary Public

WITNESSES:

Diana M Peck  
Name: DIANA M PECK  
Lynne M. Rix  
Name: Lynne M. Rix

SECOND PARTY  
TOWN OF NEW FAIRFIELD

By John Hodge (Seal)  
John Hodge  
First Selectman

Date: 6-17-08

STATE OF CONNECTICUT)

SS: New Fairfield

6-17-08 A.D., 2008  
Date

COUNTY OF FAIRFIELD)

Personally appeared for the Second Party, John Hodge, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Town of New Fairfield, and his free act and deed as First Selectman, before me.

My Commission Expires:

Diana M. Peck  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires 9/30/08

Diana M Peck  
Notary Public



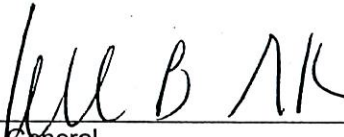
Agreement No. 6.23-03(08)

This Agreement is made with the advice and consent of the undersigned in conformance with Section 13a-80a of the Connecticut General Statutes, as revised.

  
\_\_\_\_\_  
Secretary  
Office of Policy & Management  
State of Connecticut

Date: 9/30/08

APPROVED:

  
\_\_\_\_\_  
Attorney General  
State of Connecticut  
ASSOC. ATTY. GENERAL

Date: 10/23/08



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

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

June 11, 2023

Board of Selectman  
4 Brush Hill Rd.  
New Fairfield, CT  
06812

Re: Update of ARPA Projects Assigned to the Town Engineer,  
June 2023

Dear First Selectman and Board of Selectman,

I have been working on executing all of the ARPA Projects assigned to me and we have made great progress in a short time frame on all of these complex projects.

Please see the update for these projects below:

**BEACH HOUSE REPLACEMENT**

1. I have worked with our purchasing agent in developing scope of work documents for Surveyor, Architect, and Civil Engineer. These professional consultants have Purchase Orders and are working with me to design this project.
2. Survey is almost complete and our surveyor is working with Firstlight's Corporate Surveyor to get an agreement on the delineation and methodology used by our Surveyor to establish the property line which is the 440 contour. This base map is critical to moving forward with final design. An agreement was reached this past Monday and the map is now ready.
3. The environmental assessment performed by a LEP is needed in order to demo the old build. This has now been completed. Several samples were taken of suspect materials and I should get a report this week. Preliminary Demotion Plans has been completed and we are working on demolition specifications, which will be completed as soon as the environmental report comes back. We are also investigating some existing retaining walls that are now part of the existing building foundation and how to deal with them during demo phase since they support the parking lot.

4. A boring plan was developed to secure Geotechnical information for the new foundation design and the boring subcontractor completed borings at the site on May 2<sup>nd</sup>
5. I worked with the Architect to come up with several options for the building space programming. There were four options that were developed. As we worked our way through the various options we quickly gravitated towards option 2 but we also developed a number of changes that made a lot of sense. I was very pleased with what Linda our Park and Rec Director and our First Selectman provided for feedback. Now that our survey is completed we can continue with this work. Some of the highlights and important take away from the development of the options and then the review of them with Pat and Linda was that it's impossible to put any occupancy in the basement area due to the flood elevation of 440. Some options that were developed included some occupancy in the basement area such as bathrooms, changing rooms, and trying to fit a concessions area in there. There are several logistical issues with the handicap ramp and again with the fact that the 440 flood elevation runs midway through the basement of this building. We also found out that based on the preliminary information our surveyor discovered, the North side of the building specifically related to a portion of a retaining wall that supports the deck area was built way inside the flood elevation and reduced the flood volume which will have to be remediated. We are planning on putting the new deck on columns and piers which will allow us to mitigate the old sins of the past and hopefully ease our ability to secure a permit. The balance of the existing building basement that is again over the 440 will be used for cold storage as it is today and will allow flood waters to come in and out. Access to the basement will have to be from the north and not the east since the HD ramp will come down along side of the new building. In an effort to fit all spaces needed plus a small community room on the first floor, Linda made some great suggestions. We will provide two smaller changing rooms plus a third one which will be handicap accessible. We will also reduce the medical office space and reduced the main entry/lobby area. One of the most important discussion had and information secured, when we meet was to get an understanding of how Linda's folks operate the beach house and what their needs are.
6. By the end of this month, I should have a draft of the modified Option 2 plan with several of the changes made.

### **Community Center Study.**

1. We had some great discussions about a vision for this new building and what it could possibly house for programs. Linda our Park and Recreation Director would like to see full gym in the building and several other community rooms. We also decided that the Park and Rec offices should be housed in this new building since they have grown out of the space they are in. Pat our First Selectman, discussed some of the needs that Cindy White was looking for in this building. We all agree that whatever spaces we provide they must be able to support multiple uses and not stand alone spaces. We do all feel that the building must provide interior and exterior spaces to

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

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

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

TOWN ENGINEER PHONE 203-948-5718

attract teens and provide a place for them. A skate park and combo tennis and pickle ball courts should be considered, with good separation distances between them.

2. We have developed a blocking /adjacency plan for the spaces required to get a feel for the size of this new building.
3. Lastly we spoke about some possible sites for this building and the Consolidated and October House site came up.
4. We all recognize that although these are some great beginning discussions, soliciting input from the residents is super important. We will be scheduling a number of public outreach meetings for soliciting input from our residents.

### **Company A Fire House Improvements**

1. This project which included interior renovations to create two EMT rooms, new mail room, and a new Fire Chief's office upstairs plus on the apparatus floor level, created two new shower rooms, renovation of the gear wash area and several new pieces of equipment such as two new hose and gear dryers, new hose storage rack, new Bauer compressor, new large capacity washer, and new Plymo Vent fan and modified ductwork, is substantially completed and will be closed out in the next two weeks.

### **Ball Pond/Ore Hill Drainage Improvement Project**

1. I have been working with our Engineer to develop some concepts on storm water detention/retention and the size of area needed to make these improvements. Several options were developed.
2. A comprehensive revise of available properties were inventoried to possibly be used to make these improvements. Each identified property was researched and the owners were contact except for one that is the estate of a deceased woman. Each property owner has agreed to work with the Town to either sell the entire parcel or sell an easement to make the improvements.
3. I have worked with our attorney to secure draft conditional purchase agreements for all properties that we need to build the improvements. I have meet with almost all property owners to go over the projects and to provide a smooth purchase process. Prior to any property purchase or purchase of rights, the Planning Commission will have to provide a positive 8-24 referral and a Town meeting will have to be held to secure approvals from the tax payers to make the purchases. All purchase agreements are subject to these two approvals.
4. The conditional purchase agreements will be distributed this coming week all property owners.

### **Sanitary Sewer Design Project**

1. A comprehensive final scope of work for the design of the sewer collection system was completed. I worked with the Purchasing Agent to secure a proposal from the engineer who performed the original feasibility study. The proposal was reviewed

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

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and several recommended changes we secured. The original survey price was rejected since it was too high and an alternative price was secured which we accepted. A purchase order was issued for this work.

2. The final proposal, the scope of work and pricing was also shared with WPCA and we will be keeping them informed of our progress as we move forward. A design kick off meeting will be held this coming month. The survey work is well on its way and should be completed in the next three weeks. Wetlands delineation is also on its way and should be completed by next month.
3. Several funding sources have been looked at and we did put an application for some Congressional Directed Funding which we will hear back on in July.

I have been working with our Finance Director, our First Selectman and the purchasing agent on executing these projects and also have been keeping the PBC informed on the progress of interested projects. Please call me if you have any questions.

Very truly yours,

*Antonio Iadarola*

Antonio Iadarola, P.E.  
Town Engineer

cc: Finance Director