

# *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/93549523552>

Meeting ID: 935 4952 3552

Dial In: (929) 205-6099

**Thursday, July 11, 2024**

**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 27, 2024 and Special Meetings June 29, 2024 and July 2, 2024
6. Budget Transfers
7. Approve Tax Refunds Recommended by Tax Collector
8. Discuss and Possibly Vote to Restructure IT Department-Network Administrator Position
9. Personnel Report
10. Appointments  
-Parks & Recreation Commission

#### **Old Business**

#### **New Business**

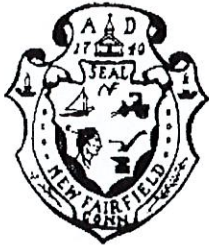
11. Discuss and Possibly Vote to Accept Donations for Social Services
12. Discuss and Possibly Vote to Accept Historic Documents Preservation Grant
13. Public Comment
14. Adjournment

Received by email on 7/10/2024 @ 11:03 a.m.  
by Tricia Quinn, Asst. Town Clerk, New Fairfield



TOWN OF NEW FAIRFIELD  
PERSONNEL REPORT  
July 11, 2024

LAST NAME	FIRST NAME	POSITION	LOCATION	PAY RATE	REASON	EFFECTIVE
<b>NEW HIRES:</b>						
1	BERGEMANN	TYLER	PT DISPATCHER	COMMUNICATIONS \$25.63/HR.		7/12/2024
<b>CHANGE IN STATUS</b>						
2	CIPRIANI	SADIE	COUNSELOR	\$15.69/HR.	RECREATION	7/12/2024
3	KLOOS	JAMES	DAY CAMP ASSISTANT DIRECTOR	\$19.69/HR.	RECREATION	7/12/2024
4	SWANDER	LINDA	SUBSTITUTE SECRETARY	\$18.72/HR.		6/28/2024
				\$63,134 + STIPEND OF \$5,000 FOR ADDITIONAL DUTIES/EMERGENCY HOURS	RESTRUCTURING OF THE TECHNOLOGY DEPARTMENT	
5	WALLACE	JAMIE	NETWORK ADMINISTRATOR			7/1/2024
6	WOLF	BRAYDON	COUNSELOR	\$15.69/HR.	RECREATION	7/12/2024
7	WOLF	BRAYDON	BOAT ATTENDANT	\$15.69/HR.	RECREATION	7/12/2024
8	WOOLVEN	LIAM	COUNSELOR	\$15.69/HR.	RECREATION	7/12/2024
<b>SEPARATION</b>						
9	EVANS	MARIA	DIRECTOR OF OEM		VOLUNTARY RESIGNATION	6/27/2024



*Town of New Fairfield*  
Department of Social Services  
4 Brush Hill Road  
New Fairfield, CT 06812

July 1, 2024

First Selectman  
Melissa Lindsey  
4 Brush Hill Road  
New Fairfield, CT 06812

Dear Selectman Lindsey:

During the period of March 1, 2024 – June 30, 2024 New Fairfield Social Services received monetary donations totaling \$3,926.53. I am asking that these donations be approved by the Board of Selectmen so that they may be used to address emergency need within the community.

There are three areas designated for donation allocation in the department. These areas include the Food Pantry, Fuel Bank, and Social Services Fund. The breakdown by allocation area is shown below. A detailed listing of all donations received during the designated period is attached and open to the public view.

<u>Allocation Area</u>	<u>Amount Donated</u>
Food Pantry	\$ 2,210.00
Fuel Bank	\$ 244.53
Social Services Fund	\$ 1,472.00
Total Donated	<u>\$ 3,926.53</u>

If you have questions regarding the information presented in this letter, please feel free to contact me at (203) 312-5669. Thank you for your time.

Sincerely,

Cindy White  
New Fairfield Social Services

RECEIVED

JUL 09 2024

Selectman's Office

**Social Services Department Donations Received March 1st - June 30th 2024**

	<b>Fuel Donation</b>		<b>Social Service</b>		<b>Food</b>	
	\$244.53		\$100.00		\$125.00	
			\$100.00		\$250.00	
			\$630.00		\$500.00	
			\$200.00		\$1,000.00	
			\$100.00		\$50.00	
			\$50.00		\$150.00	
			\$100.00		\$85.00	
			\$92.00		\$50.00	
			\$100.00			
<b>Total \$</b>	<b>\$244.53</b>		<b>\$1,472.00</b>		<b>\$2,210.00</b>	
			<b>Total \$ Donated - \$3,926.53</b>			
7/3/2024						

Historic Documents Preservation Program  
Connecticut State Library  
Hartford, Connecticut 06106

## GRANT CONTRACT

### Targeted Grant FY 2025, Cycle 1 — Grant # 091-SF-25

This contract made between the State of Connecticut, Connecticut State Library (hereinafter “State Library”) and the **Town of New Fairfield** (hereinafter “Contractor”) pursuant to C.G.S. §§ 11-8i through 11-8n, inclusive.

WHEREAS, the State Library’s Office of the Public Records Administrator administers the Historic Documents Preservation Grant Program (“Program”) for the purpose of preserving and managing historic documents;

WHEREAS, all Connecticut municipalities are eligible to apply for a Targeted Grant (“Grant”) from this Program; and

WHEREAS, the Contractor is a municipality;

NOW THEREFORE, in consideration of the aforesaid and the mutual promises hereinafter contained the parties do hereby agree as follows:

1. The State Library hereby authorizes a Grant for an amount not to exceed **\$5,500** (hereinafter “Grant Funds”), for the following (hereinafter referred to as the “Project”) as approved in the municipality’s Targeted Grant Application on **July 1, 2024**, on file at the State Library:
  - A. **Purchase of records storage equipment that meets current records management/archival standards for the storage of public records.**
2. **The approved Project Budget is as follows:**

	Expense Type	Funds Approved
1.	Consultants/Vendors	\$
2.	Equipment	<b>\$ 5,500.00</b>
3.	Supplies	\$
4.	Town Personnel Costs	\$
5.	Other (specify)	\$
6.	TOTAL	<b>\$ 5,500.00</b>

The Contractor is responsible for any Project expenses greater than the Grant Funds.

3. **Contract Period.** The Contractor shall complete the Project and expend the Grant Funds as described in the Project Budget within the contract period. The contract period is from **July 1, 2024, or the date of approval of this contract by the State Librarian or, if applicable, the Connecticut Attorney General, whichever is later, through June 30, 2025.** Any Grant Funds remaining unexpended on **June 30, 2025**, must be returned to the State Library with the *Project Evaluation/Expenditure Report*.
4. **Payment.** The State of Connecticut shall assume no liability for payment of services under the terms of this contract until the Contractor is notified that this contract has been approved. Payment to the

Contractor shall be processed within 45 days of approval of this contract, or within 45 days of the first day of this contract period, whichever is later.

5. **Contract Amendment.** To request approval for a change to the Grant's purpose, methodology, budget and/or completion deadline, the Contractor shall submit an *Amendment Request Form*, available on request from the State Library, to the State Library at least two (2) months prior to the then-current end of the contract period. (a) The State Library must approve any changes to the Grant's purpose and/or methodology which are deemed significant by the State Library. (b) The State Library must approve any budget reallocation that exceeds ten percent (10%) of the total Grant Funds. The Contractor may reallocate up to ten percent (10%) of the total Grant Funds among line items contained in the approved Project Budget as detailed in Paragraph 2 of this contract without prior approval. (c) The State Library must approve any extension to the completion deadline. The Contractor must notify the State Library immediately if difficulties arise that could affect the timely completion of all grant work and expenditures. Extensions are at the sole discretion of the State Library and will not be considered except in the most extenuating situations beyond the municipality's control.
6. **Final Report.** The Contractor shall submit a *Project Evaluation/Expenditure Report*, available on the State Library website at [ctstatelibrary.org](http://ctstatelibrary.org), for receipt at the State Library by **September 1, 2025**. Failure to submit a completed *Project Evaluation/Expenditure Report* for receipt by the due date may result in termination of the Grant and the requirement that the Contractor return the full Grant Funds, as well as loss of eligibility for the next grant cycle. This filing deadline shall not be extended. Financial and other supporting documentation for the grant must be maintained by the municipality as part of the grant file in accordance with the municipal records retention schedules.
7. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable claim whatsoever. If requested, certificates of such insurance shall be filed with the State Library prior to the performance of services.
8. **Indemnification.** The Contractor agrees to indemnify and hold the State, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Contractor or any of its officials, agents, or employees of the Contractor's obligations under this agreement. It is further understood that such indemnity shall not be limited by any insurance coverage which is required herein Paragraph 7.
9. **Audit Requirements for State Grants.** For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the State Library for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.
10. **Inspection of Work Performed.** (a) The State Library or its authorized representative shall at all times have the right to enter into the Contractor's or subcontractor's premises, or such other places where duties under this Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with C.G.S. § 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to State Library representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Written evaluations pursuant to this paragraph shall be made available to the Contractor. (b) The Contractor must incorporate this section verbatim into any contract it enters into with any subcontractor providing services under this contract.

11. **Refund.** The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions and shall make such refund within thirty (30) days from the notice in writing by the State. In the event that the Contractor fails to make such refund, the State shall deduct such amount from any current or future sums owing to the Contractor on the part of the State from any source or for any purpose whatsoever.
12. **Governing Law.** This contract and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.
13. **Assignment.** The Contractor shall not assign any of its rights or obligations or sublet under this contract, voluntarily or otherwise, in any manner without the prior written consent of the State Library. The State Library may void any purported assignment in violation of this paragraph and declare the Contractor in breach of contract. Any cancellation by the State Library for a breach is without prejudice to the State Library or the State's rights or possible claims.
14. **Claims Against the State.** The sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
15. **Executive Orders and Other Enactments.**
  - (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the State Library's authority to require compliance with the Enactments.
  - (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
  - (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
16. **Termination.** The State may terminate this contract upon thirty (30) days written notice to the Contractor if the Contractor fails to comply with this contract or time schedules to the satisfaction of the State. In the event of such a termination, the State shall not be responsible for any future payments to the Contractor, and the State may recover any payments already made to the Contractor by any available means, including the withholding of grants of funds otherwise due the Contractor from the State.
17. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and



employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.

18. **Entire Agreement.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the State Library. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable. This contract shall be binding upon and shall inure to the benefit of the Contractor and its successors.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

**Municipality:**

_____ Signature of Municipal CEO, duly authorized	_____ Date
_____ Name <i>(Print Clearly)</i>	_____ Title <i>(Print Clearly)</i>
_____ Municipality <i>(Use "City of __" or "Town of __" Format)</i>	_____ Email
_____ Municipality Mailing Address <i>(Print Clearly)</i>	

**Connecticut State Library:**

_____ Deborah E. Schander, State Librarian	_____ Date
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**For STATE LIBRARY Use Only:**

Fund	Department	SID	Program	Account	Project	Budget Ref.
12060	CSL66094	35150	73001	55070	CSL_NonProject	2025

Rev. 6/2024