



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

BOARD OF SELECTMEN
REGULAR MEETING
THURSDAY, JUNE 27, 2019
7:30 P.M.
COMMUNITY ROOM @ 33 ROUTE 37
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 on June 13, 2019
6. Budget Transfers
7. Personnel Report
8. Appointments

New Business

9. Discuss and possibly vote on proposed Aquarion Easement
10. Discuss and possibly authorize First Selectman to sign Resident State Trooper contract. Executive session anticipated.

Old Business

11. Discuss and possibly vote on DOC fees.
12. Public Comment
13. Adjournment

Received for Record JUN 26 2019
at 1 h 02 m P Mand. recorded by
Pamela J. Dohan
Pamela J. Dohan, Town Clerk, New Fairfield, CT

**TOWN OF NEW FAIRFIELD
FISCAL 2018-2019
Intra-Department Transfer**

| <u>\$'S</u> <u>TRANSFER FROM:</u> | | | <u>\$'S</u> <u>TRANSFER TO:</u> | | |
|-----------------------------------|------------|---------------------------|---------------------------------|----------|------------------------------------|
| | | | | | |
| 8,000.00 | 4310-130 | Public Works - Overtime | 9,000.00 | 4310-130 | Public Works - Contracted Services |
| 1,000.00 | 4310-610-3 | Public Works - Snow M & S | | | |
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| 9,000.00 | | | 9,000.00 | | |

To be submitted at the BOS meeting on 6/27/2019

**TOWN PROPERTIES
CAPITAL BUDGET.**

| | Building Repair Reserve | Park & Rec AC | Assessor's Office Flooring | Pedestrian Safety Signage | Bigelow 39 Inter section | Co. A Firehouse Painting | Generator Hook up PD | Replace Stairs PW | Replace Stairs Memorial | Duct Cleaning PD | PD Cameras | Annex Generator | TH Lower Level Renovation | Town Hall Doors | Public Works Doors | Ball Pond Road Repair (Aquarium) | PD Elevator Repair | Gillotti Road Repair | Town Hall Septic | Replace AC at PD | Total | |
|---|-------------------------------|---------------------|----------------------------------|---------------------------------|--------------------------------|--------------------------------|----------------------------|-------------------------|-------------------------------|------------------------|---------------|--------------------|---------------------------------|-----------------------|--------------------------|--|--------------------------|----------------------------|------------------------|------------------------|------------|-------------|
| Carryover | 11,727.29 | | | | | | | | | | | | | | | | | | | | | |
| Current Year | | | | | | 23,000.00 | 15,000.00 | 20,000.00 | 25,000.00 | 25,000.00 | 4,900.00 | 13,000.00 | 36,720.35 | 3,000.00 | 10,000.00 | 84,469.78 | 11,328.00 | 1,725.00 | 10,744.78 | 46,173.18 | 233,788.38 | |
| Transfers | | | | | | | | | | | | | | | | | | | | | | |
| Per BOS 10/25/18 | 61,469.78 | | | 5,000.00 | 5,000.00 | | 7,000.00 | | | | | 6,000.00 | | | | (84,469.78) | | | | | | |
| Per BOS 11/8/18 | (3,985.00) | | 3,985.00 | | | | | | | | | | | | | | | | | | | |
| Per BOS 1/10/19 | (5,000.00) | 5,000.00 | | | | | | | | | | | | | | | | | | | | |
| Per BOS 3/14/19 | (10,000.00) | | | | | | | | | | | | | | | | | | | | 10,000.00 | |
| Per BOS 4/11/19 | (3,000.00) | | | | | | | | | | | | | | | | | | | | 3,000.00 | |
| Per BOS 4/25/19 | 721.85 | | | | | | (378.00) | | | | | | | | | | | | | | | |
| Per BOS 5/23/19 | (4,820.00) | | | | | | | | | | | | (343.85) | | | | | | | | | |
| Per BOS 6/27/19 | 10,560.89 | | | | | | | | | (7,570.00) | | | 4,820.00 | | | | (11,328.00) | (1,725.00) | | 10,062.11 | | |
| Expenditures | | | | | | | | | | | | | | | | | | | | | | |
| PO #30597 - Pembroke Pumping | | | | | | | | | | | | | (1,200.00) | | | | | | | | | (1,200.00) |
| PO #29785 - Advanced Construct. | | | | | | | | | | | | | | | | | | | | | | (1,568.00) |
| PO #29826 - Marjam Company | | | | | | | | | | | | | | | | | | | | | | (1,109.01) |
| PO #30550 - Carpets to You | | | | | | | | | | | | | (1,963.00) | | | | | | | | | (1,963.00) |
| PO #29759 - W.B. Mason Co., Inc. | | | | | | | | | | | | | (2,053.49) | | | | | | | | | (2,053.49) |
| PO #29726 - Core Contracting Inc. | | | | | | | | | | | | | (11,880.00) | | | | | | | | | (11,880.00) |
| PO #29773 - Core Contracting Inc. | | | | | | | | | | | | | (24,100.00) | | | | | | | | | (24,100.00) |
| PO #30640 - Kinstey Power Systems | | | | | | | (21,622.00) | | | | | | | | | | | | | | | (21,622.00) |
| PO #30748 - M.J. Daly, LLC | | | | | | | | | | | | | | | | | | | | | | (55,456.29) |
| PO #30799 - Scholar Painting LLC | | | | | | | (19,445.00) | | | | | | | | | | | | | | | (19,445.00) |
| PO #30616 - Core Contracting Inc. | | | | | | | | | | | | | | (1,500.00) | | | | | | | | (1,500.00) |
| PO #30819 - WMC Consulting Engineers | | | | | | (3,400.00) | | | | | | | | | | | | | | | | (3,400.00) |
| Encumbered | | | | | | | | | | | | | | | | | | | | | | |
| PO #27683 - American Pavement | | | | | | | | | | | | | | | | | | | | | | |
| PO #30449 - Safety Marking Inc. | | | | | | | | | | | | | | | | | | | | | | |
| PO #30639 - Kinstey Power Systems | | | | | | | | | | | | (17,355.80) | | | | | | | | | | (17,355.80) |
| PO #30641 - Norbert E. Mitchell Co., Inc. | | | | | | | | | | | | (1,184.00) | | | | | | | | | | (1,184.00) |
| PO #30653 - Carpets to You | | | (3,985.00) | | | | | | | | | | | | | | | | | | | (3,985.00) |
| PO #30678 - FS Industries | | | | | | | | (13,039.42) | | | | | | | | | | | | | | (13,039.42) |
| PO #30748 - M.J. Daly, LLC | | | | | | | | | | | | | | | | | | | | | | (13,779.00) |
| PO #30749 - M.J. Daly, LLC | | | | | | | | | | | | | | | | | | | | | | (17,430.00) |
| PO #30819 - WMC Consulting Engineers | | | | | (1,600.00) | | | | | | | | | | | | | | | | | (1,600.00) |
| Offsetting Revenues Received | | | | | | | | | | | | | | | | | | | | | | |
| Retainage Payable | | | | | | | | | | | | | | | | | | | | | | |
| Balance | 57,674.82 | 5,000.00 | - | 5,000.00 | - | 3,555.00 | - | 6,960.58 | 25,000.00 | - | 4,900.00 | 460.20 | - | 1,500.00 | 7,322.99 | - | - | - | 8,944.78 | - | 126,318.37 | |

Ed Sbordone

From: Ed Sbordone
Sent: Wednesday, June 26, 2019 8:56 AM
To: Russ Loudon (rloudon@newfairfield.org); Diana Chapleau (dchappleau@newfairfield.org)
Cc: Patricia Del Monaco (pdelmonaco@newfairfield.org); Erin Iacovo
Subject: Town Properties Cap & Non
Attachments: Town Properties Capital Transfer-6-27.xls

Hi Russ, per my discussion with Diana this morning, I will submit the attached transfer request to the BOS for approval at their meeting on Thursday, 6/27.

It is requesting the following:

- Close out the "PD Elevator Repair" project and move \$11,328 as follows: \$10,062.11 to "Replace AC at PD" and \$1,265.89 to "Building Repair Reserve"
- Move \$7,570 from the "Duct Cleaning PD" to "Building Repair Reserve"
- Close PO #27683 and move \$1,725 to "Building Repair Reserve"

This results in a total increase to "Building Repair Reserve" of \$10,560.89.

In line with the above, we will increase PO #30748 by \$13,062.11 and pay the final invoice of \$13,779 and decrease PO #30749 by \$7,570 and pay the final invoice of \$17,430.

Let me know if you have any questions. Thanks.

Ed Sbordone
Town of New Fairfield
Finance Director/Acting Treasurer
203-312-5656
203-312-5659-Fax
esbordone@newfairfield.org

**TOWN OF NEW FAIRFIELD
PERSONNEL REPORT
June 27, 2019**

| | LAST NAME | FIRST NAME | POSITION | LOCATION | PAY RATE | REASON | EFFECTIVE |
|-------------------------|-----------|------------|-----------------------------------|------------|-----------------------|--|-----------|
| NEW HIRES: | | | | | | | |
| 1 | AKTER | EMRE | PROGRAM INSTRUCTOR | RECREATION | \$10/HR. + COMMISSION | RECREATION | 6/27/19 |
| 2 | FERNAND | ALISON | PROGRAM INSTRUCTOR | RECREATION | \$10/HR. + COMMISSION | RECREATION | 6/27/19 |
| 3 | FERNAND | TERI | PROGRAM INSTRUCTOR | RECREATION | \$10/HR. + COMMISSION | RECREATION | 6/27/19 |
| 4 | MOORE | BRENDAN | PROGRAM INSTRUCTOR | RECREATION | \$10/HR. + COMMISSION | RECREATION | 6/27/19 |
| 5 | PARDALIS | JOEL | PROGRAM INSTRUCTOR | RECREATION | \$10/HR. + COMMISSION | RECREATION | 6/27/19 |
| 6 | SCHLOSSER | MATTHEW | PROGRAM INSTRUCTOR | RECREATION | \$10/HR. + COMMISSION | RECREATION | 6/27/19 |
| CHANGE IN STATUS | | | | | | | |
| 7 | BURFEIND | CLAIRE | ASSISTANT DAY CAMP DIRECTOR | TOWN CAMP | \$13.60/HR. | RECREATION | 6/13/19 |
| 8 | D'ARCY | JENNA | CAMP COUNSELOR | TOWN CAMP | \$10.10/HR. | RECREATION | 6/27/19 |
| 9 | FLYNN | ROBERT | PROGRAM INSTRUCTOR | RECREATION | \$10/HR. + COMMISSION | RECREATION | 6/27/19 |
| 10 | GRUETZNER | JEFFREY | PROGRAM INSTRUCTOR | RECREATION | \$10/HR. + COMMISSION | RECREATION | 6/25/19 |
| 11 | JONAS | MARC | LIFEGUARD | TOWN BEACH | \$10.85/HR. | RECREATION | 6/27/19 |
| 12 | JONAS | MARC | WSI | TOWN BEACH | \$12.35/HR. | RECREATION | 6/27/19 |
| 13 | MANCUSO | SUSAN | PART TIME ACCOUNTING CLERK | FINANCE | \$23/HR. | \$2.50/HR. INCREASE TO HOURLY WAGE (\$1,625 TOWN) | 7/1/19 |
| 14 | OHRING | MARY | PART TIME LIBRARY CLERK | LIBRARY | | 12 TO 21.5 HOURS PER WEEK. INCREASE IN HOURS DUE TO EMPLOYEE LEAVING/NEW HIRE AT LESS HOURS/NO INCREASE IN TOTAL HOURS FOR EMPLOYEES | 6/17/19 |
| 15 | RAINONE | MARYANNE | LAND USE ADMINISTRATIVE ASSISTANT | LAND USE | \$27.95/HR. | \$2/HR. INCREASE TO HOURLY WAGE FOR ADDITIONAL ADMINISTRATIVE DUTIES | 7/1/19 |
| SEPARATION | | | | | | | |
| 16 | RUPPERT | SUSAN | PART TIME LIBRARY | | | VOLUNTARY RESIGNATION | 6/15/19 |

RETURN TO:
Aqurion Water Company
835 Main Street
Bridgeport, CT 06604

ACCESS AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the **TOWN OF NEW FAIRFIELD**, a Connecticut municipality, having an address of 4 Brush Hill Road, New Fairfield, Connecticut 06812 (“Grantor”), for the consideration of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction from **AQUARION WATER COMPANY OF CONNECTICUT**, a Connecticut corporation having an office at 835 Main Street, Bridgeport, Connecticut 06604 (“Grantee”), does hereby give, grant, bargain, sell and convey unto said Grantee, its successors and assigns, in perpetuity, the right, privilege and authority to lay, construct, maintain, operate, alter, repair, remove, change the size of and replace one or more existing or future pipes and pipelines (with service connections, hydrants, fittings and appurtenances), and to construct, maintain, operate, alter, repair, replace and remove one or more existing or future water tanks and any appurtenant facilities and equipment, at Grantee’s sole cost, for the transportation of water by a route under, upon, over and through certain portions of the property, which portions are more particularly described as follows:

1. The access drive, whether paved or unpaved, and any other means of access or egress that may be constructed hereafter, as shown as “Access Easement in favor of Aquarion Water Company of Connecticut” on that certain map entitled “Easement Map Prepared for Aquarion Water Company of Connecticut Across the Property of the Town of New Fairfield 6 Spring Drive & 54 Gillotti Lane New Fairfield CT January 15, 2019 Scale 1” = 20’ Sheet 1 of 1,” prepared by Dymar (the “Map”) which map has been filed as Map No. _____ in the office of the New Fairfield Town Clerk contemporaneously herewith.
2. The area of land labeled “Water Utility Easement in favor of Aquarion Water Company of Connecticut” on the Map. Grantee shall have the right to install fencing in said area at Grantee’s sole cost and expense, as required in Grantee’s sole and reasonable discretion and/or as required in order to comply with all applicable laws, codes and restrictions.

Said areas described in Items 1 and 2 above are herein collectively referred to as the “Easement Areas.”

All pipes and pipelines, water tanks, hydrants, meters, connections and any appurtenant facilities and equipment thereof (collectively, the “System Facilities”) (i) located within the Water Utility Easement on the date hereof or hereafter constructed thereon by Grantor, at Grantor’s sole cost, and (ii) hereafter constructed or replaced within the Water Utility Easement by Grantee, at Grantee’s sole cost, shall be and remain the property of Grantee, provided that Grantee may, but shall have no obligation to, remove all or any part of the System Facilities upon any surrender or termination of this Easement.

Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including without limitation the following:

(a) The right at any time or times to enter upon said Easement Areas with workmen and vehicles of Grantee or its contractors, at such point or points as Grantee may deem expedient or necessary, for the purpose of construction, inspection, maintenance, operation, repair and/or replacement of said pipes, pipelines (with fittings and appurtenances), water tanks, hydrants, meters, connections and any appurtenant facilities and equipment;

(b) The right within the Water Utility Easement to install additional pipelines, reconstruct and/or replace any or all pipelines with other pipes of the same or different size, and the right to reconstruct and/or replace the tanks;

(c) The right at any time to connect the water system, including the System Facilities, to any part of any other water system of Grantee or any of its affiliates, subsidiaries or related companies without the approval of or compensation of any kind to Grantor; and

(d) The right, at Grantee's cost and expense, to place, construct, and maintain a fence or any other commercially reasonable security device around any equipment or structure housing Grantee's personal property within the Water Utility Easement, and the right to undertake any other appropriate means to restrict access thereto provided the same do not interfere in any way with Grantor's right to access the property.

(e) The right to install electric lines, electric meter box, and any and all other necessary appurtenances thereto, including the right to use, repair, replace and maintain same.

(f) The right to grant rights to any public utility to use the easement areas for the provision of electricity, telecommunications, or other utility services necessary to the operation of the System Facilities.

Grantee shall have the right, but not the obligation, to maintain, repair and replace, at Grantee's cost and expense, the access drives or roads, as shown on the Map, not otherwise maintained by Grantor, sufficient to allow Grantee to access the Easement Areas and the System Facilities therein. Such maintenance shall include, at Grantee's sole and absolute discretion, filling of holes, patching, snow plowing, sanding and/or salting.

Grantee covenants that said rights of entry, inspection, installation, maintenance, repair and replacement shall be exercised, so far as practicable, without doing any unreasonable damage, and Grantee will, upon completion of any such work, replace and restore said ground, as nearly as may be feasible, to the same condition as existed prior to the undertaking of said work.

Grantor reserves unto itself, its successors and assigns, the right to fully use and enjoy the Easement Areas, subject to the rights, privileges and authority herein granted and confirmed unto Grantee; provided, however, that (i) the rights and easements granted to Grantee herein shall be exclusive with respect to the Water Utility Easement described in Easement Area #2 above, and (ii) Grantee shall, at its sole cost and expense, have the nonexclusive right within the Easement

Areas from time to time to cut and remove all trees, undergrowth and other obstructions that injure, endanger or interfere with the construction and use of said System Facilities.

Grantor covenants unto itself, its successors and assigns, that Grantor will not at any time disturb or damage said System Facilities, or any part thereof, and Grantor will not at any time build or construct or permit to be built or constructed any building or part thereof, or any wall, sewer or sewerage system, or any construction of any description which, in the opinion of Grantee, will obstruct or hinder Grantee in the unrestricted exercise of Grantee's rights hereunder.

If Grantee shall have caused any damage to the real property of Grantor in the exercise of the rights granted to Grantee under this Easement, Grantee shall restore such damage to substantially the same condition as existed prior to such damage. If Grantee shall cause damage as aforesaid, the sole and exclusive remedy of Grantor shall be the enforcement of this paragraph.

Grantee shall endeavor to exercise its rights hereunder in a manner that will not impede or impair Grantor's use of its property and, further, to ensure that all activities undertaken pursuant hereto shall be in accordance with any and all required permits and approvals from any and all applicable governmental agencies and authorities.

Grantee may assign its rights, privileges and authority under this Easement to one or more public or private utility companies for the limited purposes set forth herein.

Whenever the context of this instrument shall so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

This Easement shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and each of their respective successors and assigns forever.

TO HAVE AND TO HOLD the said granted rights, privileges and authority unto the Grantee, its successors and assigns, to its own proper use and behoof.

[Next Page Is Signature Page]

IN WITNESS WHEREOF, the undersigned have hereunto set or caused to be set their hands this _____ day of 2019.

Signed and delivered in the presence of:

THE TOWN OF NEW FAIRFIELD

Signature: _____
Print Name: _____

By: _____
Pat Del Monaco, its
First Selectman

Signature: _____
Print Name: _____

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss: New Fairfield

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by Pat Del Monaco, First Selectman of the Town of New Fairfield, on behalf of the Town of New Fairfield.

Commissioner of the Superior Court/
Notary Public

