



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/96167705625>

Meeting ID: 961 6770 5625

Dial In: (929) 205-6099

Thursday, May 13, 2021

7:30 P.M.

REVISED 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 April 22, 2021

6. Budget Transfers
7. Personnel Report
8. Appointments

Old Business

9. COVID-19 Update/Vaccine Update
10. Discuss BOS 2021/2022 Budget
11. Noise Ordinance

New Business

12. American Rescue Plan Update
13. Discuss and Possibly Vote on Community Garden Agreement for 2021
14. Discuss and Possibly Vote to Alter the Date of the Annual Town Budget Meeting
15. Discuss and Possibly Vote on Warning for Annual Town Meeting
16. Discuss and Possibly Vote on Resolutions for NFHS Pool Locker Rooms
17. Public Comment
18. Discuss 13 and 15 Route 37

Executive Session Anticipated

19. Security Update

Executive Session Anticipated

20. Adjournment

Received by Email on 5/12/2021 @ 2:26 pm

by Pamela J. Dohan, Town Clerk, New Fairfield

TOWN OF NEW FAIRFIELD
PERSONNEL REPORT
May 13, 2021

LAST NAME	FIRST NAME	POSITION	LOCATION	PAY RATE	REASON	EFFECTIVE
<i>NEW HIRES:</i>						
1	SABBAGH	PT LIBRARY CLERK	LIBRARY	\$15.41/HR. (17 HOURS PER WEEK)	REPLACING LUCILLE HORKKAN	5/17/2021
<i>CHANGE IN STATUS</i>						
<i>SEPARATION</i>						

§ XX-1

Purpose.

It is the intention of this chapter to carry out and effectuate the public policy of the State of Connecticut, the federal government and the Town of New Fairfield concerning the regulation of those activities causing excessive noise and noise disturbance within the Town of New Fairfield. It is recognized that excessive noise is a serious hazard to the health, welfare and quality of life of all citizens and that each person has a right to an environment free from noise that may jeopardize their health, safety or welfare.

§ XX-2

Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter.

ALL-TERRAIN VEHICLE. A self-propelled vehicle designed to travel over unimproved terrain that has been determined by the Commissioner of Motor Vehicles to be unsuitable for operation on the public highways and is not eligible for registration under Connecticut General Statutes, Chapter 246.

DAYTIME HOURS. Hours between ~~6:00 a.m.~~ ~~7:00 a.m.~~ and ~~7:30 p.m.~~ ~~10:00 p.m.~~, Monday through Saturday, and the hours between ~~8:00 a.m.~~ ~~10:00 a.m.~~ and ~~7:30 p.m.~~ ~~10:00 p.m.~~ on Sundays and holidays.

EMERGENCY. Any occurrence involving actual or imminent danger to persons or damage to property which demands immediate action.

INTRUSION ALARM. A device with an audible signal which, when activated, indicates intrusion by an unauthorized person. Such alarm may be attached to, or within, a building, structure, property or vehicle.

MOTOR VEHICLE. Shall be given that meaning which is provided for by Connecticut General Statutes, § 14-1(a)(47).

MOTORBOAT. Shall be given that meaning which is provided for by Connecticut General Statutes, §§ 15-127.

NIGHTTIME HOURS. The hours between ~~10:00 p.m.~~ ~~7:30 p.m.~~ and ~~6:00 a.m.~~ ~~7:00 a.m.~~, Sunday evening through Saturday morning, except that "nighttime hours" shall mean the hours between ~~10:00 p.m.~~ ~~7:30 p.m.~~ Saturday and ~~8:00 a.m.~~ ~~10:00 a.m.~~ on Sunday and ~~10:00 p.m.~~ ~~7:30 p.m.~~ of the day preceding a recognized national holiday and ~~8:00 a.m.~~ ~~10:00 a.m.~~ on said holiday.

PERSON. Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the State or other legal entity of any kind.

PLAINLY AUDIBLE. Any sound that can be detected by a person using his or her unaided hearing faculties. For example, but not limited to, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the enforcement officer need not determine the title of a song, specific words, or the artist performing the song. The detection of the rhythmic base component of the music is sufficient to constitute a plainly audible sound.

PREMISES. Any building, structure, land or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards and real properties without buildings or improvements owned or controlled by a person.

PROPERTY LINE. That real or imaginary line along the ground surface and its vertical extension which separates real property owned or controlled by any person from contiguous real property owned or controlled by another person, and separates real property from the public right-of-way.

PROPERTY MAINTENANCE EQUIPMENT. All powered or manually operated tools and equipment used in the repair and upkeep of property, including, but not limited to, lawn mowers, riding tractors, wood chippers, power saws, and leaf blowers.

SOUND. A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in air, evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

SOUND REPRODUCTIVE DEVICES. May include but is not limited to speakers, megaphones, horns, or other device that broadcasts and magnifies sound.

VESSEL. Shall be given that meaning which is provided for by Connecticut General Statutes, SS15-127.

XX-3 Prohibited Activities and Noise Levels.

A. Standards. No person shall make, continue and/or permit on property owned and/or controlled by such person any excessive, unnecessary, unreasonably loud noise or disturbance, or any noise or disturbance which disturbs, destroys, or endangers the comfort, quiet, repose, health, peace, or safety of others within the vicinity of the noise or disturbance. Without limitations, the commission of one or more of the following acts shall be deemed a violation of this chapter.

B. Motor vehicle noise in excess of state limits. All motor vehicles and motorcycles operating within the limits of the Town of New Fairfield on public highways, streets, drives, boulevards, lanes and avenues and private highways, including streets, drives, boulevards, lanes and avenues generally open to the public, shall be subject to the noise standards and decibel levels as set forth in the regulations of the State of Connecticut Department of Motor Vehicles, § 14-80a, entitled "Maximum Permissible Noise Levels For Vehicles."

C. Off-road motorcycle noise in excess of EPA limits. No person shall transport or operate an off-road motorcycle manufactured after December 31, 1985, not equipped with an exhaust muffler bearing the federal EPA required labeling applicable to the motorcycle's model year, stating that the exhaust system meets the 82 dBA standard at 50 feet, as set out in Code of Federal Regulations Title 40, Volume 24, Part 205, Subpart D and Subpart E.

D. Noise from all-terrain vehicle. No person shall operate an all-terrain vehicle that it is plainly audible at a distance of 500 feet or more in any direction from the vehicle, except for purposes of snow removal.

E. **Noise from Sound Reproductive Devices on or in a motor vehicle or a motor boat.** No person shall operate a sound reproductive device or devices on or within a motor vehicle or motor boat that are plainly audible at a distance of 100 feet or more in any direction from such vehicle or boat for a duration of more than 15 minutes in any 24 hour period.

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F. **Noise from personal Sound Reproductive Devices, whether on land or on a waterbody.** No person shall operate personal sound reproduction device or devices that are plainly audible at 100 feet or more in any direction from the operator on water or 100 feet from the property line on land for a duration of more than 15 minutes in any 24 hour period. Provided, however, that music played through a Sound Reproductive Device located at a commercial entity located within the business/commercial zone or having approved nonconforming status as a commercial entity between the hours of 5:00 p.m. and 10:00 pm on Sunday through Thursday or 5:00 p.m. and 11:00 pm on Friday or Saturday nights is allowed if the volume of such music is not unreasonably loud.

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G. **Construction noise during nighttime hours.** No person, firm, corporation or other entity shall operate or permit the operation of electric or fuel-powered equipment, including but not limited to pile drivers, backhoes, pneumatic hammers, derricks, trucks of more than 10,000 pounds gross vehicle weight (GVW) on a construction site and hoists required for construction, repair of demolition work during nighttime hours.

H. **Property maintenance during nighttime hours.** No person shall cause construction or maintenance noise that is plainly audible at 100 feet or more during nighttime hours.

I. **Frequent or continued noise from any animal, ~~bird, or fowl.~~** No person shall allow the frequent or continued noise from any animal, ~~bird, or fowl~~ that is plainly audible for more than 15 minutes at a time within 100 feet of its owner's property line.

§ XX-4

Exclusions. Maximum noise levels established pursuant to § XX-3 hereof shall not apply to any noise emitted by or related to:

A. Natural phenomena.

B. Any bell or chime from any building clock, school or church.

C. Any siren, whistle or bell lawfully used by emergency vehicles or any other alarm system used in an emergency situation. This exclusion does not include, however, intrusion alarms attached to any building, structure, or property not terminating within 30 minutes after being activated or any intrusion alarm attached to a vehicle not terminating within 10 minutes after being activated. The repetition of activation of the audible signal of an intrusion alarm due to malfunction, lack of proper maintenance, or lack of reasonable care shall be considered excessive noise.

D. Warning devices required by OSHA or other state or federal safety regulations.

E. Noise created as a result of an emergency, including, but not limited to, the use of emergency generators.

G. Activities sponsored by or specially licensed or under permit from the Town of New Fairfield or the New Fairfield Public Schools, including, but not limited to, parades, sporting events, concerts, recreational activities, the Hahlawah Rifle and Pistol Club, the New Fairfield/Sherman

Animal Welfare Society and firework displays. This exclusion applies only if noise discharged from exhausts is adequately muffled to prevent loud and/or explosive noise therefrom. Moreover, patriotic or public celebrations may not extend longer than one calendar day. Shooting from the Hahlawah Rifle and Pistol Club may not run beyond the hours of 10:00 AM-12:30 PM on Sunday mornings.

H. Noise from snow removal equipment, including All-Terrain Vehicles in use for snow removal, provided that such equipment shall be maintained in good repair so as to minimize noise, and noise discharged from exhausts shall be adequately muffled to prevent loud and/or explosive noises therefrom.

I. Noise created by refuse and solid waste collection and processing, provided that such activity is conducted during daytime hours and further provided that such collection and processing equipment is maintained in good repair so as to minimize noise. Noise discharged from exhausts shall be muffled to prevent loud and/or explosive noises therefrom.

J. Utility maintenance, including, but not limited to, the removal of fallen trees and the installation and repair of utility wires and poles.

K. Town of New Fairfield construction, road repair, and tree removal operations or tree removal operations under an Emergency Declaration.

L. Activities conducted by the Town of New Fairfield in a governmental capacity or by the State of Connecticut or by the government of the United States.

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§ XX-5

Administration and Penalties for offenses.

- A. Enforcement of this chapter rests with the Chief of Police or his/her delegate. In the case of Candlewood Lake or Squantz Pond State Park, the Connecticut Department of Energy and Environmental Protection may also enforce the requirements of this chapter.
- B. The first violation of any of the provisions of this chapter shall be punished by a fine not to exceed \$100. Each day any such violation shall continue or each act in violation of this chapter shall constitute a separate offense. The second violation by any person or entity of any provision of this chapter shall be punished by a fine of \$150. Subsequent violations of any provision of this chapter shall be punished by a fine of \$250 per day of violation.

§ XX-6

Variations.

- A. Any person living or doing business within the Town of New Fairfield may apply to the Director of Health for a variance from one or more of the provisions of this article, provided that the applicant, at least 60 days prior to the date of said activity, provides the Director of Health with a written request containing all of the following information:
 - (1) The location and nature of activity;
 - (2) The time period and hours of operation of said activity;
 - (3) The nature and intensity of the noise that will be generated;
 - (4) Description of interim noise control measures to minimize noise and its impact;

(5) Specific schedule of best practical noise control measures or statement of the estimated length of time variance will be required; and

(6) Any other information required by the Town Manager.

B. No variance from this chapter shall be issued unless it has been demonstrated that:

(1) The proposed activity will not violate any provisions of the Connecticut Department of Energy and Environmental Protection regulations;

(2) The noise levels generated by the proposed activity will not constitute a danger to the public health; and

(3) Compliance with this chapter constitutes an unreasonable hardship on the applicant, provided that such hardship is not the result of the applicant's own actions or inaction.

C. Approval of such variances shall not be unreasonably denied and ~~t~~The Director of Health may impose reasonable conditions on the granting of any variance within his/her sole discretion. Denial of a variance may be appealed to the Board of Selectmen.

**AGREEMENT FOR TEMPORARY USE OF LAND
FOR AN ORGANIC COMMUNITY GARDEN
2021**

A. Intention/Purpose: The Town of New Fairfield wishes to provide access to an unused portion of Town-owned land known as 33 Route 37 for use, temporarily, as an organic community garden. First priority for use of the Garden shall be given to residents of the Town. The Town offers the use of this space with the explicit understanding that the Garden Committee and the Gardeners (as hereafter defined) will be solely responsible for maintaining the Garden, and will collaborate with one another to assure equitable access. The Garden will be divided up equitably among interested parties in accordance with this Agreement.

B. Parties. The parties to this Agreement (“Agreement”) are _____ (“You” or “Gardener”) whose mailing address is _____ and The Town of New Fairfield (the “Town”) including the Parks and Recreation Department whose mailing address is 4 Brush Hill Road, New Fairfield, Connecticut 06812.

C. Premises. The subject matter of this Agreement is the fenced New Fairfield Parks and Recreation Community Garden located south of the Senior Center at 33 Route 37, New Fairfield, Connecticut 06812, consisting of approximately 4000 square feet of land and containing twenty plots.

D. Term. The term of this agreement will commence on the date the document is signed and continue until December 31, 2021, provided that the Town may terminate this agreement at any time and for any reason in its sole and absolute discretion by mailing a notice of termination to Community Garden Committee at 4 Brush Hill Road Drive, New Fairfield, CT 06812, and this agreement shall expire 30 days after the mailing of such notice, and the Town may, at any time thereafter, recover possession of the Premises. YOU AGREE THAT NO DEMAND AND NO RE- ENTRY FOR CONDITION BROKEN, AS AT COMMON LAW, SHALL BE NECESSARY TO ENABLE THE TOWN TO RECOVER SUCH POSSESSION, BUT THAT ALL RIGHTS TO ANY SUCH DEMAND, OR ANY SUCH RE-ENTRY AND ANY RIGHTS YOU MAY HAVE PURSUANT TO CONNECTICUT’S SUMMARY PROCESS STATUTES, IF ANY, ARE HEREBY EXPRESSLY WAIVED BY YOU.

E. Nature of Use. You have the temporary right to use the garden plot assigned to you, if any. Your immediate family members and guests may garden. You may garden from the date this agreement is signed to December 31, 2021. You agree that You will use the Premises as a licensee only and not as a tenant. You confirm and agree that You do not have the rights of a

tenant as exist at law. This agreement is not transferable. Each Gardener will pay a nonrefundable fee for use of the garden for maintenance and repairs.

F. By March 1st of each year, the Garden Committee shall determine the fee schedule based on the total estimated annual costs for the garden including, but not limited to the costs for supplying water to the Garden and annual maintenance/repair of the garden infrastructure.

G. The Garden Committee shall assess additional fees during the growing season if the Garden fund does not have a sufficient balance to pay for all costs and expenses associated with the Community Garden Program. Gardeners agree to maintain the Premises and to operate the Community Garden Program at no cost to the Town.

H. The fee shall be due within 15 days of plot assignment. If the fee is not paid within 15 days of the due date, Gardener will forfeit his or her plot.

I. The Garden Committee:

- Election: By February 15 of 2021 and each year thereafter, Gardeners will hold an annual meeting, convened and run in accordance with the Meetings section of this agreement, at which time they will elect a three-person garden committee. Garden Committee members shall serve for a term of one year.

- Responsibilities: The Garden Committee shall be responsible for the following:

- * Assessing Annual Fees; Assigning plots to Gardeners; Calling Semi-Annual meetings and keeping written notes of those meetings; Organizing Work Parties to maintain the common infrastructure of the garden; Interpreting this Agreement and arbitrating disputes between Gardeners in accordance with this Agreement; Adopting additional Garden Rules; Enforcing this Agreement, including terminating any Gardner's right to Garden pursuant to paragraph N; Assigning from among themselves persons who will serve as:

- * Liaison to the Town, who shall serve as the de-facto "Chair" of the Garden Committee and be responsible for communication to all Gardeners about Garden Committee decisions, and who shall be the conduit for all communication between the Gardeners and the Town. The Liaison shall keep the representative of the Town designated by the First Selectman informed about the status of the Garden and provide an annual report to the Town at the end of each year.

- * Treasurer, who shall collect fees from all Gardeners, pay bills, estimate costs for the next year in consultation with the Garden Committee, and inform the Garden Committee if any Gardener is delinquent. The Treasurer shall provide to the Town, semi-annually or as requested, a report of all revenues and expenditures.

* Secretary, who shall keep notes at meetings, distribute notices and provide support for any other written communication. The secretary shall maintain a note board in the garden with recent postings and notices, and shall comply with all of the requirements of the Connecticut Freedom of Information Act.

J. Meetings: The Garden Committee will convene meetings of the Gardeners. The Garden Committee must provide written notice by a form of communication agreed to by the Gardener (email, postal mail or hand-delivery) at least 15 days prior to the meeting, and shall comply with the requirements of the Connecticut Freedom of Information Act. A quorum shall be a majority of current Gardeners with signed agreements. All actions requiring a vote shall be adopted if 60% of those present at the meeting vote in the affirmative, unless otherwise noted in this agreement.

K. Communication with the Town: Gardeners will communicate with the Town through the Garden Liaison.

L. Assignment of Garden Plots: The Garden Committee shall assign plots not later than May 15th. The Garden Committee will prioritize assigning the same plot to participating gardeners from year to year. After assigning the same plots to those gardeners who wish to keep their plot, if there are more applications than available plots, the Garden Committee will assign new plots based on a waiting list or lottery. The Garden Committee will maintain a waiting list for anyone who wants to garden, but for whom there is not space. If a space opens, the Garden Committee will proceed down the waiting list in order of date of receipt of application. If a Gardener who has been assigned a plot has not started active use of the plot within 15 days of being assigned the plot, the Garden Committee provide notice that if they do not start gardening in the plot within another 15 days, they will lose garden privileges and their plot will be reassigned. Gardener agrees and warrants that they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, sexual orientation or physical disability. Notwithstanding any other provision of this section, one plot shall be assigned to the New Fairfield Senior Center, one plot may be assigned to the New Fairfield a house of faith without fees. Food grown donated to the new Fairfield food pantry,

M. Alterations and Improvements: Except as permitted herein, Gardner shall not make any alterations, additions, or improvements to the Premises without the prior written consent of the Town.

N. Organic Garden Rules: You confirm that You have read a copy of the Community Garden Rules attached to this Agreement and that You will comply with them. If You do not obey this Agreement or the Garden Rules, the Garden Committee and/or the Town can terminate your right to garden.

O. Condition of the Premises. You hereby acknowledge that You are fully aware of the condition of the Premises as of the date hereof and agree to accept the Premises in its condition, "as is," without warranty or representation of any kind, express or implied on the part of the Town. Upon the expiration (or earlier termination of this agreement), Gardener shall, at his sole expense, restore his assigned plot to substantially the condition in which it existed upon the date of the assignment of the plot to Gardner. Upon the termination of the Community Garden program, the Garden Committee shall, using reserve funds, terminate and abandon in place the water connection to the town-owned property/building, remove all perimeter fencing, shed, plot dividers, compost devices, lumber, bird/nesting devices, and water riser piping, and shall level the designated area with soil and any wood chips to remain in-place.

P. Liability Waiver, Release, Indemnification, And Acknowledgements

* Awareness of Risk. You understand that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, or the Town, including its officials, employees and agents. The risks could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

* Assumption of Risk and Waiver and Release of Claims. In exchange for your right to use the Premises, you agree to take on the risk of harm even if the potential harm is caused by the negligence of someone else. (In legal terms, you agree to "assume the risk.") You also agree to give up ("waive") any right you may have to sue or otherwise attempt to collect money from the Town (including its officials, employees and agents), New Fairfield Parks and Recreation, Committee Members, volunteers, other Gardeners, or anyone acting on their behalf (referred to altogether as "Released Parties") for any losses or damages resulting from death, injury, or property damage to you, anyone else, or any property, that occurs while you or your guests are in the Garden. (In legal terms, you "waive and release all claims" against the Released Parties.) You understand that the Town would not permit you to participate in the Garden without your agreeing to these waivers and releases.

* Indemnification. I agree to indemnify and hold harmless New Fairfield Parks and Recreation and the Town of New Fairfield, its officials, agents, and employees, for all losses, damages, attorney's fees, costs or expenses resulting from any injuries or damages which I may suffer during my participation in the Community Garden activities and from any and all damages, losses or injuries I may cause another during the course of activities. (In legal terms, you agree to indemnify and hold the Released Parties harmless.)

* Publicity. You agree to allow the Town and the Garden Committee to use any

photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that we or others may create in connection with your or your guest's participation in the Garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product.

* Survival. You agree that the provisions of this section shall survive the expiration or earlier termination of this agreement.

* Entire Agreement, Severability and Modification. If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement must be in writing and signed by Gardner and the Town.

* In consideration for being permitted to participate in the New Fairfield Parks and Recreation Town Community Garden activities, I the undersigned _____ have read, understood, and agreed to the rules and guidelines for community gardening with the New Fairfield Parks and Recreation Community Garden.

* I understand my participation is entirely voluntary and will involve moderate physical activity. I agree to participate at my own risk and acknowledge the reasonable physical capacity is required. I also understand that there are risks of accident from participation that may result in injury. To my knowledge, I am not affected by a physical condition or disability that would prohibit me from safely performing in any aspect of the activity. I also understand that if I am injured during my participation in the community garden activities that I will not be eligible for workers' compensation benefits.

* Gardener shall obey all garden plot rules and regulations. Gardener shall bear all risk of damage or loss of produce and/or equipment, or any portions thereof, including but not limited to damage or theft.

* By signing below, the Town does hereby give permission for use of the Premises to You in accordance with this Agreement, including its appendices, and You hereby agree to use the Premises subject to the terms and conditions herein set forth.

GARDENER:

Printed Name _____

Signature _____

Address _____

Home Phone _____

Cell Phone _____

E-mail _____

Date _____

For: The TOWN OF NEW FAIRFIELD

Director, New Fairfield Parks and Recreation Department

Signature _____

Date _____

Appendix A Community Organic Garden Rules

Gardeners agree to abide by the following rules for the care and maintenance of the garden. Violation of these rules is grounds for losing garden privileges.

General Rules

- *Gardeners and guests will park in marked parking spaces only.
- * Garden hours and water availability are generally sunup to sundown, but no earlier than 7:00 a.m., and no later than 9:00 p.m.
- * No commercial production. The garden is for recreational gardening and for growing vegetables and flowers for personal and family use only. **Gardeners agree to use organic principles/guidelines as summarized in Appendix B, separately provided.** **Gardeners are also encouraged to share produce with the Social Services Office of the Town for distribution to clients in need.**
- * Pets are not allowed in the garden at any time.
- * Smoking is prohibited in the garden.
- * Use of and access to the garden is restricted to Gardeners, family members, and their guests.
- * Exterior plot borders must not be altered.

Trellis Guidelines

- * The following materials may be used for trellis construction:
 - Wooden stakes – no greater than 1 1/2” x 1 1/2”
 - Bamboo poles - no greater than 1 1/2” diameter
 - Ready-made tomato cages and trellises are allowed

Fencing

- * Perimeter fence has been installed around the garden. Fences for individual plots are not permitted.

Maintenance Rules

- * Gardeners are responsible for regular clean up and all other care of their designated plots as well as walking paths next to their plots. Gardeners are to keep paths clear of

plants, rocks, debris, weeds, accessories, and plastic. Generally, plants are to reside in raised beds, not in pots.

* No illegal plants, noxious weeds, or invasive plants may be allowed to grow.

* Gardeners are fully responsible for removing their dead or unwanted vegetation from their plot. Gardeners are encouraged to compost either at home or at the community garden. A container for items to be composted may be provided for gardeners, but this must be under control of an appointed gardener/volunteer. When the capacity for materials is reached (which happens every 2 weeks or so), the composting volunteer will inform gardeners and then all material needs to be taken off-site and composted at gardeners' homes or otherwise disposed.

Violation Procedures

* When significant violations of these rules occur, the Garden Committee and/or the appointed Garden Manager will issue Warnings of Violations via e-mail or written communication. Violations must be cured within 5 days unless conditions indicate granting of an extension by the Garden Committee members. Any Warnings are to be shared with Garden Manager and all Garden committee members.

Meetings and Work Parties

* Gardeners will participate in the care and maintenance of common areas by participating in at least two (2) work parties each season or through some other form of work exchange agreed to by the Garden Committee.

* Gardeners will make prudent efforts to attend meetings called by the Garden Committee.

RESOLVED, that the Board of Selectmen authorizes the New Fairfield Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the new construction at the New Fairfield High School, ***including the existing pool locker rooms***; and

RESOLVED, that the Permanent Building Committee is hereby established as the building committee with regard to the new construction at the New Fairfield High School, ***including the existing pool locker rooms***; and

RESOLVED, that the Board of Selectmen hereby authorizes at least the preparation of schematic drawings and outline specifications for the new construction at the New Fairfield High School, ***including the existing pool locker rooms***;