

Town of New Fairfield

Selectmen's Office

4 Brush Hill Road

New Fairfield, Connecticut

BOARD OF SELECTMEN SPECIAL MEETING ZOOM MEETING

Join Zoom Meeting

<https://zoom.us/j/93127547455>

Meeting ID: 931 2754 7455

Dial In: (929) 205-6099

Wednesday, August 3, 2022

7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment & Participation
4. Correspondence & Announcements
5. Proclamation for Linda Fox
6. Approve Minutes of Board of Selectmen Regular Meeting July 14, 2022
7. Budget Transfers
8. Personnel Report
9. Appointments

New Business

10. Discuss and Possibly Vote to Adopt Revised Debt Policy
11. Discuss and Possibly Vote to Release Bond for 4 Sawmill Road, Warren's Hill Subdivision
12. Discuss and Possibly Vote to Set Date for a Town Meeting to Consider and Act Upon an Appropriation of \$195,500 from General Fund-Unreserved as Follows: \$22,500 for Paramedic/EMT Services, \$5,000 for Police Vehicle, \$69,500 for SRO Vehicle, \$40,500 for Salary MHHS/CELA SRO, \$58,000 for Communications Center Salaries

Old Business

13. Discuss and Possibly Vote to Amend the Hahlawah Rifle and Pistol Club Use Agreement to Include Training Exercises
14. Discuss and Possibly Vote to Set a Date for a Town Meeting to Consider and Act Upon the Sale of Property Located at 32 Calverton Drive and 39 Fulton Drive
15. Discuss and Possibly Vote to Set a Date for a Town Meeting to Consider and Act Upon Amendments to the Animal Control Ordinance Approved by the BOS on November 23, 2021
16. Public Comment
17. Adjournment

Received by email on 08/02/2022 @ 11:24 a.m.
by Chrystie M. Bontempo, Asst. Town Clerk, New Fairfield



Town of New Fairfield

Selectmen's Office
New Fairfield, Connecticut

Proclamation

Linda Fox



WHEREAS, the New Fairfield Library has always been a part of Linda's life. She began going to the library when it was a small room in Town Hall with her grandmother, Martha Fairchild, who was the town librarian for over 40 years; and,

WHEREAS, Linda worked for the library during the summer when she graduated high school and part time as a Library Aide while in college. She graduated from Western Connecticut State College and was officially hired by the town to work full time on July 1, 1972. She moved up from being a Library Aide to Assistant Librarian to assuming the role of Library Director in 1986, having received a Masters of Library Science several years earlier; and,

WHEREAS, Linda has seen many changes over the years, including those to the physical location and building additions and renovations. Linda oversaw the process of transitioning the library catalog from a physical card catalog to an automated library system, and she worked with all staff to train and assist them through these changes; and,

WHEREAS, Linda's service to the community is exemplary. She is always putting the needs of the town, community and library first. Her work ethic and dedication makes her a role model to all; and,

WHEREAS, she manages and oversees all aspects of library operations, as well as working closely with the Town and Library Board to ensure efficient and effective practices within the library. She has always advocated for updates and renovations for the library. During the previous renovation, Linda worked directly on fundraising efforts and ensured the library continued to serve the community throughout the project; and,

WHEREAS, Linda is highly involved in the Historical Society, and is always available to help a patron with local history reference questions; and,

WHEREAS, patrons always love seeing Linda at the library, and comment on how she really makes it a special place. She knows her community very well, and it means a lot to the patrons that they have such a caring and knowledgeable leader at the library; and,

NOW, THEREFORE, I, Patricia Del Monaco, First Selectman of the Town of New Fairfield, on behalf of the Board of Selectmen and the citizens of New Fairfield, do hereby express our appreciation and gratitude to Linda Fox for her outstanding service and 50 years of dedication to the community. We extend our best wishes and congratulations to Linda and wish her continued success at the library and in life's pursuits.

Patricia Del Monaco, First Selectman
Dated this 29th day of June, 2022

TOWN OF NEW FAIRFIELD
PERSONNEL REPORT
August 3, 2022

| LAST NAME | FIRST NAME | POSITION | LOCATION | PAY RATE | REASON | EFFECTIVE |
|-------------------------|----------------|-----------|------------|-------------|------------|-----------|
| NEW HIRES: | | | | | | |
| 1 | GOING TALLULAH | LIFEGUARD | TOWN BEACH | \$15.00/HR. | RECREATION | 7/29/2022 |
| 2 | THOMAS KYLE | LIFEGUARD | TOWN BEACH | \$15.00/HR. | RECREATION | 7/29/2022 |
| CHANGE IN STATUS | | | | | | |
| SEPARATION | | | | | | |

TOWN OF New Fairfield, CT

DEBT POLICY

By Ed Sbordone, Town Treasurer - September 1, 2019
Updated by Terry R. Friedman, Town Treasurer – May 2022

| | |
|--------------------------------|--|
| Title: Financial Policy | Adopted by BOS <u>9/26/2019</u> <i>TBD</i> |
| Section: Debt Policy | Adopted by BOF <u>9/18/2019</u> <i>7/20/2022</i> |

The following policy is enacted to govern the issuance and management of debt by the Town of New Fairfield, CT (Town).

The primary objectives of this debt policy are to:

- Borrow funds only when needed and at the lowest possible cost.
- Establish conditions for the use of debt;
- Adhere to policies and procedures that manage the Town's debt service and the issuance costs for the bonds that are issued;
- Retain the highest possible credit ratings;
- Maintain all required financial disclosures and reporting; and
- Maintain measures of affordability in compliance with Connecticut State Statutes which sets limits on debt that can be incurred by Towns.

This policy will apply to all general obligation debt and revenue supported debt. (if applicable) issued by the Town and any other forms of indebtedness. The Town does not, as of the date of adoption of this policy, have any revenue supported debt.

A regular, updated debt policy is an important tool to ensure that the Town utilizes its resources to meet its dual commitments of providing needed services to the residents of New Fairfield while maintaining sound financial management practices. This policy is a guideline for general use and will be reviewed periodically, but no less often than every year.

Debt Policy

A) Use of Debt Financing

Debt financing, to include bond anticipation notes (BANS), general obligation bonds, revenue bonds and other indebtedness permitted to be issued or incurred under the Connecticut General Statutes (Sec. 7-374), shall only be used to purchase capital assets and to fund infrastructure improvements. The expected useful life of assets acquired with the debt should exceed the term to repay the debt.

B) Assumption of Additional Debt

The Town shall not assume additional tax-supported general-purpose debt without conducting an objective analysis as to the community's ability to support the proposed additional debt service payments, based upon the proposed principal amount, expected interest rates and proposed amortization schedules.

C) Affordability Targets

The Town will assess the additional debt service requirements of any new general-purpose debt taking into account the debt which is retired and the potential need for additional projects and current debt.

The criteria, or measures used, shall be to maintain the total amount of debt and the annual debt service ratios within the following established parameters:

- *Maintain the ratio of Annual General Fund Debt Repayments (including principal and interest) to the Annual General Fund Operating Costs of no more than 15%
- *Maintain a maximum Town of New Fairfield total short and long-term debt of no more than \$135 million (Total at ~~9/1/19 was \$18 million~~ 5/1/22 was \$78 million) Short and long-term debt are defined as the amounts set forth in the Short and Long-term Obligations footnotes contained in the Town's Comprehensive Annual Financial Report. In no event shall the town exceed the State short and long-term debt limit.

*These measures allow the capital financing to grow along with the level of the Town's operations and population.

D) Debt Structure

There shall be no debt structured notes that include increasing debt service amortization levels in subsequent years. There shall always be, at a minimum, interest paid in the first full fiscal year after a bond sale. Substantially equal principal will start to be repaid no later than the first fiscal year after the bond issue for general obligation debt. **The first principal payment shall be 75% or more (rounded) of the even equal principal amount.**

The Town will finance capital projects through the use of BANS (when available and advantageous) in years one and two and permanent financing in year three.

As a contingency, the Town will have the option within the existing model to roll over BANS for a period of up to ten years, but not to exceed 7 years for debt issued for the General Fund. This option may be utilized in an extremely high interest rate environment when general obligation bond rates exceed 7.5%. This process complies with the requirements of Connecticut and Federal Law.

E) Call Provisions

Call provisions for bond issues shall be based upon the advice of the Town's Financial Advisor to achieve early optional redemptions without significant call premiums or higher interest rates. When economically feasible, all bonds shall be callable only at par.

F) Sale Process

The Town shall use a competitive bidding process in the sale of debt unless the nature of the issue warrants a negotiated sale. The Town shall attempt to award the bonds based on a true interest cost (TIC) basis. However, the Town may award bonds based on a net interest cost (NIC) basis as long as the financial advisor agrees that the NIC basis can satisfactorily determine the lowest and best bid. The Town shall award BANS on a NIC basis.

G) Rating Agencies

Financial transparency to include full disclosure of operations and open lines of communication shall be made to the rating agencies. Town staff, with assistance of

financial advisors, shall prepare the necessary materials and presentation to the rating agencies. Credit rating(s) will be sought from ~~one or more at least two~~ agencies including Moody's, Standard & Poor's, Fitch or any other agency as recommended by the Town's financial advisor. The Town shall endeavor to maintain highest possible bond ratings, and if failing to do so, make all efforts to regain that rating level again.

H) Continuing Disclosure

The Town is committed to continuing transparency and full disclosure of financial and operating information relevant to the Town's outstanding securities and will abide by the provisions of Securities and Exchange Commission (SEC) Rule 15c2-12 concerning primary and secondary market disclosure.

I) Debt Refunding

Town staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the present value savings of a particular refunding should exceed 2.0% when compared to the present value of the debt service on the refunded maturities.

J) Interest Earnings and Premium on Bonds

Interest earnings received on the investment of bond proceeds shall be used to assist in paying the interest due on bond issues, to the extent permitted by law. The procedures for investment shall follow the written Investment Policy of the Town.

Premium and discount on Bond proceeds shall be retained in the appropriate fund for each attributed financing and be amortized ~~over the life of the bond~~ and recognized in the appropriate fund on an annual basis. ~~in accordance with Generally Accepted Accounting Principles (GAAP).~~ The Board of Finance is responsible for determining the annual amortization amounts.



The Planning Commission

Town of New Fairfield

New Fairfield, Connecticut 06812

July 25, 2022

Board of Selectman
Town of New Fairfield
4 Brush Hill Road
New Fairfield, CT 06812

Re: Second Bond Release
Warren's Hill Subdivision
4 Sawmill Road, New Fairfield CT 06812

Dear First Selectman Del Monaco:

Please be advised at the regular meeting held by the Planning Commission, Town of New Fairfield, the commission on July 25, 2022 voted to approve the Bond release in full for JoAnn Miller, in the amount of \$209,000. The approval vote was 5-0-0. The approval was based upon the recommendation of the Town Engineer Tony Iadarola.

Sincerely,

Cory Neumann
Planning Commission Vice-Chairman
Town Of New Fairfield

Use Agreement

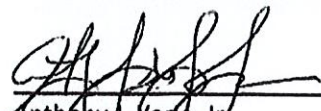
This Agreement made this 24th day of March 2019, by and between the Town of New Fairfield (the "Town") and the Hahlawah Rifle and Pistol Club, Inc., a corporation organized and existing under the laws of the State of Connecticut (the "Club") and its assignee, Hahlawah Sporting Club, Inc., a Connecticut corporation to be organized.

1. Background. For many years the Club has maintained an outdoor rifle and pistol shooting range located on property of the Town landfill (the "Range"). The Club wishes to continue this arrangement, and the Town wishes to establish the terms of the arrangement, including but not limited to an indemnity of the Town by the Club.
2. Current Usage. The Club has constructed the Range in ordinance with generally accepted guidelines for shooting ranges published by the National Rifle Association ("NRA"). The Club has conducted various Club functions at the Range, including but not limited to shooting of firearms, training classes, and meetings. The shooting hours are from 10:00am to 12:30pm on Sunday. Range usage is limited to Club members and supervised guests with the average number of attendees each Sunday being approximately 16. The Range is conducted according to safety rules and practices which meet or exceed NRA guidelines. Under the terms of this agreement, the Club may continue the current usage of the Range as described in this paragraph.
3. Term. This agreement will be effective for a period of ten (10) years from the date of its execution, and shall automatically continue and remain in effect every ten (10) years thereafter unless either party, at least 90 days prior to the date of expiration gives notice in writing to the other party of its intention to terminate this Agreement.
4. Consideration. The New Fairfield Police Department shall continue to have the right to use the Range for its own purposes at the Department's own risk and supervision provided that such Department utilization does not interfere with the usage of the Club described in paragraph 2.
5. Repair and Maintenance. The Club will at all times, at its sole cost and expense, keep and maintain the Range in good order and condition and will promptly make all repairs, replacements and additions as may be necessary or desirable to maintain the Range in a safe condition. The Club will undertake and insure that the Range is at all times in compliance with applicable building, zoning and similar governmental regulations and requirements in connection with its use and occupancy, and applicable easements, rights of way, liens, encumbrances, covenants, conditions and restrictions of record.
6. Insurance. During the term of this Agreement, the Club shall, at its own cost and expense, keep in force comprehensive liability insurance, in the amount not less than one million dollars, which shall include coverage of the Town as a named insured, against all claims for personal injury, death or property damage incurred in conjunction with the Club's activities in or about the Range or on property of the Town adjacent to the Range. The Club will insure that the premises of the Range are at all times in compliance with requirements of its insurer for the maintenance of such premises.
7. Indemnity. The club will indemnify and save harmless the Town and its elected officials, agent, employees, from and against any liabilities, obligations, damages, penalties, claims, costs,

charges, expenses, including but not limited to attorneys' fees, which may be imposed upon or incurred by or asserted against the Town by reason of any work or thing done in or about the premises of the Range by the Club, or by any negligence of the Club or any member, invitee or contractor of the Club, or for any accident or injury (including death) to any person or damage to any property occurring in, on or about the premises of the Range resulting from the Club's activities. In the event that any action or proceeding shall be brought against the Town by reason of any matter covered by this paragraph, the Club, upon written notice from the Town, will at the Club's sole cost and expense, resist or defend the same. To the extent of the proceedings received by the Town under any insurance furnished or supplied to the Town by the Club, the Club's obligation to indemnify and save harmless the Town against the hazard which is the subject of such insurance shall be deemed to be satisfied.

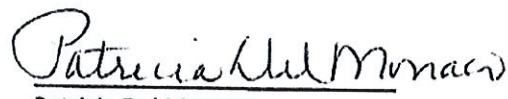
8. Access. The Club will not interfere with or damage any of the utility or service lines extending in, under or across the Range, or any property of the Town adjacent to the Range. The Club will have access to the Range by crossing over and through adjacent property of the Town. The town or its designee will have access to the Range at reasonable times for the purpose of inspection and enforcement of the terms of this Agreement. Other than the repair and maintenance of existing facilities as described in paragraph 5, the Club will not make alternations, erections, improvements or additions to the Range without the prior consent of the Town.
9. Compliance. The Club at its sole cost and expense, will promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the board of fire underwriters, or the fire marshal, or any other body exercising similar functions.
10. Eminent Domain. If the whole or any part of the Range shall be taken or condemned by any competent authority under the power of eminent domain, or if any statute, rule or regulation of the state or federal government or similar authority shall forbid the Town from maintaining the operation of an outdoor shooting range at this location, this Agreement shall immediately expire upon notice of same from the Town to the Club.
11. Notices. Notices may be directed to the Club at P.O. Box 8147, New Fairfield, CT 06812. Notices may be directed to the town care of the First Selectman.
12. Assignment. The Town hereby expressly consents to the assignment of this agreement to Hahlawah Sporting Club, Inc. upon organization of the same and dissolution of Hahlawah Rifle and Pistol Club, Inc., which shall occur with ninety days of the date entered hereinabove.

**Hahlawah Rifle and Pistol Club, Inc.
and its assignee,
Hahlawah Sporting Club, Inc.
(A CT entity to be organized)**



Anthony J. Yonko, Jr.
President, Duly Authorized

Town of New Fairfield



Patricia Del Monaco
First Selectman, Duly Authorized

Chapter 2.5 - ANIMALS⁽¹⁾

Footnotes:

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Cross reference— Administration, Ch. 2; health and sanitation, Ch. 6; parks and recreation, Ch. 11; streets and sidewalks, Ch. 15; zoning, App. A.

ARTICLE I. - IN GENERAL

Secs. 2.5-1—2.5-15. - Reserved.

ARTICLE II. - DOGS

Sec. 2.5-16. - Definitions.

For purposes of this article, the word "street" shall mean any public or private street, road or highway, whether or not paved.

(Ord. of 3-31-92, § 1)

Sec. 2.5-17. - Prohibited conduct.

No person owning, keeping or having custody of any dog shall permit such dog on any property of a person other than the owner, keeper or custodian of such animal or on any street or sidewalk, unless such animal is accompanied by such owner, keeper or custodian and is firmly under the control of such owner, keeper or custodian, either by:

- (1) Being on a leash held by such owner, keeper or custodian; or
- (2) Being inside an enclosure.

(Ord. of 3-31-92, § 2)

Sec. 2.5-18. - Impoundment.

- (a) The animal control officer may take into custody any animal found not accompanied by its owner, keeper or custodian in violation of this article and shall impound such dog at the animal control shelter. Such animal control officer shall immediately notify the owner, keeper or custodian of any dog so taken, if known, of its impoundment. If the owner, keeper or custodian of any such dog is unknown, such animal control officer shall immediately tag or employ such other suitable means of identification of such dog as may be approved by the chief canine control officer of the state and shall promptly cause a description of such dog to be published once in the lost and found column of a newspaper having a circulation in the town.
- (b) If such dog is not claimed by and released to the owner, keeper or custodian within seven (7) days after the date of publication, the animal control officer, upon finding such dog to be in satisfactory health, may sell such dog to any person who satisfies the animal control officer that he is purchasing it as a pet and that he can give it a good home and proper care. The animal control officer may retain possession of such dog for such additional period of time as he may deem advisable in order to place such dog as a pet or surrender such dog to an animal shelter.
- (c) Any dog taken into custody or impounded pursuant to this article shall be redeemed by the owner, keeper or custodian thereof, or the agent of such owner, keeper or custodian, upon proper

identification and payment by such owner, keeper or custodian or his agent of the sum of (1) fifteen dollars (\$15.00) and (2) the cost of advertising incurred under the provisions of subsection (b) above. When the owner, keeper or custodian of any such impounded dog fails to redeem such dog within twenty-four (24) hours after receiving notification so to do, or where the owner, keeper or custodian was unknown within twenty-four (24) hours after notification was effected by means of publication in a newspaper, such owner, keeper or custodian shall pay, in addition to such redemption fee and the cost of advertising, the full cost of detention and care of such impounded dog. All of the above redemption fees are in addition to any fines that may have been levied pursuant to section 2.5-19 of this article. In addition, any owner, keeper or custodian of any such impounded dog who fails to redeem such dog within one hundred twenty (120) hours after receiving notification so to do shall have committed a violation of this article.

(Ord. of 3-31-92, § 3)

Sec. 2.5-19. - Penalties.

Any person who violates this article shall, for the first offense, be issued a written warning, for the second offense be fined not more than twenty-five dollars (\$25.00), and for the third and each subsequent offense be fined not more than one hundred dollars (\$100.00).

(Ord. of 3-31-92, § 4)

Sec. 2.5-20. - Enforcement.

Enforcement of this article rests with the animal control officer.

(Ord. of 3-31-92, § 5)

Sec. 2.5-21. - Appeal.

Any person who is cited for a violation of this article may appeal to the Board of Selectmen within thirty (30) days after the issuance of a notice of violation by the animal control officer, by giving written notice thereof to the Board of Selectmen. The Board of Selectmen shall, within thirty (30) days of their receipt of a written notice of appeal, consider and act on the appeal. The Board of Selectmen shall give the accused violator written notice of the date, place and time in which the Board of Selectmen will hear his or her appeal, and the accused violator shall have the right to be present at such time and to present and cross-examine witnesses. The Board of Selectmen shall issue its decision on the appeal within fifteen (15) days of the time it considers the appeal and shall give written notice of its decision to the accused violator.

(Ord. of 3-31-92, § 6)