



Town of New Fairfield

Selectmen's Office

4 Brush Hill Road

New Fairfield, Connecticut

**BOARD OF SELECTMEN
REGULAR MEETING
Senior Center Community Room
33 Route 37, New Fairfield**

**Thursday, September 8, 2022
7:30 P.M.**

REVISED AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment & Participation
4. Alzheimer's Proclamation
5. Correspondence & Announcements
6. Approve Minutes of Board of Selectmen Special Meeting August 30, 2022
7. Budget Transfers
8. Personnel Report
9. Appointments

New Business

10. Preliminary 2021/2022 Surplus Discussion - O. Melnikov
11. Discuss and Possibly Vote to Approve Margerie Trail Resolution
12. Discuss and Possibly Vote to Approve the Energy Efficiency Program
13. Discuss and Possibly Vote to Approve Modifications to Hahlawah Shooting Range

Old Business

14. Discuss and Possibly Vote to Accept Donation for Animal Control Roof
15. Public Comment
16. Adjournment

Received by email on 09/07/2022 @ 1:47 p.m.
by Chrystie M. Bontempo, Asst. Town Clerk, New Fairfield



Town of New Fairfield

Selectmen's Office
New Fairfield, Connecticut

Proclamation

Alzheimer's Awareness Week 2022



WHEREAS, the Town of New Fairfield recognizes the "Paint the Town Purple" campaign as part of Alzheimer's and Brain Awareness month; and,

WHEREAS, the Alzheimer's Association Connecticut Chapter is the primary source of information and support to the thousands of Connecticut residents dealing with the effects of Alzheimer's disease; and,

WHEREAS, the Alzheimer's Association offers our communities 24/7 multilingual helpline support, family training seminars, care and consultation, safe return training, support groups and educational programs for healthcare professionals and caregivers; and,

WHEREAS, the Connecticut Chapter has influenced public policy changes and has provided support to dementia research in the hope of finding a cure. Its mission is to provide and enhance care for those affected, reduce the risk of dementia, and eliminate Alzheimer's disease through the advancement of research; and,

WHEREAS, during September 12th to September 17th, Town buildings and businesses in the Town of New Fairfield will "Paint the Town Purple" by putting up purple lights, wearing purple shirts, selling Alzheimer Forget Me Not flowers for a donation, etc... Businesses will participate in their own unique way; and,

WHEREAS, The "Paint the Town Purple" initiative hopes to motivate people to join the 2022 Walk to End Alzheimer's at the Town Green in New Milford on Saturday, September 24th and Calf Pasture Beach in Norwalk on Sunday, October 9th or just to be aware of the services and programs the Alzheimer's Association Connecticut Chapter provides; and,

WHEREAS, the Town is very thankful and appreciative of the inspiring work of the Alzheimer's Association Fairfield County Connecticut Chapter Development Manager, Cheryl Podob, town resident volunteer and member of the Executive Leadership Team, Fairfield County, Kristine Dahl and all of our local businesses for participating in this noble effort; 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 proclaim September 12th to September 17th **Paint the Town Purple** in the Town of New Fairfield and encourage its citizens to take part in this informative week.

Patricia Del Monaco

Patricia Del Monaco, First Selectman

Dated this 12th day of September, 2022

MARGERIE RESERVOIR TRAIL ADVISORY COMMITTEE

WHEREAS, the residents of New Fairfield and Danbury have, since 2005, requested the establishment of a trail by the Margerie Reservoir that would run between the Town of New Fairfield and City of Danbury

WHEREAS, a study of the Western Connecticut Council of Governments provides initial recommendations for placement of such Margerie Reservoir Trail

WHEREAS, the State of Connecticut has made available the sum of \$2,284,000.00 to be used for the Planning and construction of the Margerie Reservoir Trail and entrusted it to the Town of New Fairfield,

NOW THEREFORE, the Board of Selectmen of the Town of New Fairfield agrees to work with the City of Danbury to establish the Margerie Reservoir Trail Advisory Committee, which shall

- Be composed of 5-7 members from New Fairfield and Danbury, with each body determining the length of service of its members;
- Meet regularly to plan the trail;
- Elect a chairperson among its members;
- Provide advice to the Town of New Fairfield and City of Danbury on all aspects required to establish and maintain on an ongoing basis the Margerie Reservoir Trail, including but not limited to advice concerning:
 - The hiring of consultants, as required, for planning the location, design, materials, construction methods, permitting process, maintenance, and other required elements for the establishment and upkeep of such Trail;
 - The design of such Trail, including location, materials, amenities, access, and parking;
 - The hiring of contractors for construction of such Trail;
 - Oversight of construction;
 - Requirements and responsibility for maintenance of such Trail once it is completed.

GREENLEAF LED PROGRAM - Town of New Fairfield

	Annex Building	Ball Pond Fire House	Fire Department	Police Department	Public Library
NET INVESTMENT					
PROJECT COSTS	\$ 20,441.50	\$ 4,557.26	\$ 24,772.45	\$ 31,568.60	\$ 4,256.65
UTILITY INCENTIVE *	\$ 4,952.75	\$ 1,139.32	\$ 6,193.11	\$ 8,092.07	\$ 1,030.00
NET COST	\$ 15,488.75	\$ 3,417.94	\$ 18,579.34	\$ 23,476.53	\$ 3,226.65
NET RESULTS					
ANNUAL ENERGY SAVINGS	\$ 2,842.27	\$ 567.14	\$ 3,538.34	\$ 8,887.83	\$ 1,473.03
ANNUAL MAINTENANCE SAVINGS	\$ 354.39	\$ 36.96	\$ 418.48	\$ 1,870.58	\$ 64.64
TOTAL ANNUAL SAVINGS	\$ 3,196.66	\$ 604.10	\$ 3,956.82	\$ 10,758.41	\$ 1,537.67
EST. ANNUAL ENERGY SAVINGS (kWh)	14,211	3,151	16,849	52,281	7,014
ESTIMATED ANNUAL PAYBACK (Years)	4.85	5.66	4.70	2.18	2.10
ANNUAL RETURN ON INVESTMENT	20.64%	17.67%	21.30%	45.83%	47.66%
FINANCING					
FINANCE AMOUNT	\$ 15,488.75	\$ 3,417.94	\$ 18,579.34	\$ 23,476.53	\$ 3,226.65
NUMBER OF MONTHS	48	48	48	48	48
MONTHLY PAYMENT	\$ 322.68	\$ 71.21	\$ 387.07	\$ 489.09	\$ 67.22
MONTHLY SAVINGS	\$ 266.39	\$ 50.34	\$ 329.74	\$ 896.53	\$ 128.14
CASH BENEFIT					
POSITIVE CASHFLOW OVER 5 YEARS	\$ 16,477.85	\$ 2,623.06	\$ 20,988.86	\$ 30,315.52	\$ 4,461.70
POSITIVE CASHFLOW OVER 10 YEARS	\$ 16,477.85	\$ 2,623.06	\$ 20,988.86	\$ 84,107.57	\$ 12,150.05

* Estimated numbers pending utility approval, can change during installation.

GREENLEAF LED PROGRAM - Town of New Fairfield

	Public Works	Senior Center	Squantz Fire Company	Town Hall	Totals with LOAs 9.2.22	Totals from PMW 8.10.22	Initial Totals 5.20.22
NET INVESTMENT							
PROJECT COSTS	\$ 18,455.78	\$ 24,394.26	\$ 14,829.98	\$ 25,006.30	\$ 168,282.78	\$ 168,282.78	\$ 160,188.57
UTILITY INCENTIVE *	\$ 4,613.95	\$ 5,610.00	\$ 3,707.50	\$ 6,230.00	\$ 41,568.70	\$ 32,395.93	\$ 34,080.12
NET COST	\$ 13,841.83	\$ 18,784.26	\$ 11,122.48	\$ 18,776.30	\$ 126,714.08	\$ 135,886.85	\$ 126,108.45
NET RESULTS							
ANNUAL ENERGY SAVINGS	\$ 3,820.94	\$ 4,972.49	\$ 2,434.36	\$ 4,352.28	\$ 32,888.68	\$ 32,888.68	\$ 31,526.87
ANNUAL MAINTENANCE SAVINGS	\$ 344.36	\$ 450.75	\$ 249.93	\$ 440.73	\$ 4,230.82	\$ 4,230.82	\$ 4,259.90
TOTAL ANNUAL SAVINGS	\$ 4,165.30	\$ 5,423.24	\$ 2,684.29	\$ 4,793.01	\$ 37,119.50	\$ 37,119.50	\$ 35,786.77
EST. ANNUAL ENERGY SAVINGS (KWH)	18,195	24,862	13,524	19,783	169,870	169,870	164,087
ESTIMATED ANNUAL PAYBACK (Years)	3.32	3.46	4.14	3.92	3.41	3.66	3.52
ANNUAL RETURN ON INVESTMENT	30.09%	28.87%	24.13%	25.53%	29.29%	27.32%	28.38%
FINANCING							
FINANCE AMOUNT	\$ 13,841.83	\$ 18,784.26	\$ 11,122.48	\$ 18,776.30	\$ 126,714.08	\$ 135,886.85	\$ 126,108.45
NUMBER OF MONTHS	48	48	48	48	48	48	48
MONTHLY PAYMENT	\$ 288.37	\$ 391.34	\$ 231.72	\$ 391.17	\$ 2,639.88	\$ 2,830.98	\$ 2,627.26
MONTHLY SAVINGS	\$ 347.11	\$ 451.94	\$ 223.69	\$ 399.42	\$ 3,093.29	\$ 3,093.29	\$ 2,982.23
CASH BENEFIT							
POSITIVE CASHFLOW OVER 5 YEARS	\$ 6,984.67	\$ 8,331.94	\$ 2,298.97	\$ 5,188.75	\$ 58,883.42	\$ 49,710.65	\$ 52,825.42
POSITIVE CASHFLOW OVER 10 YEARS	\$ 27,811.17	\$ 35,448.14	\$ 15,720.42	\$ 29,153.80	\$ 244,480.92	\$ 235,308.15	\$ 231,759.29

* Estimated numbers pending utility approval, can change during installation.



Eversource
107 Selden Street
Berlin, CT 06037

September 2, 2022

Patty Mota
Town of New Fairfield
4 Brush Hill Road
New Fairfield, CT 06812

Reference: Project # CT22P01534756

Town of New Fairfield - Fire Department
New Fairfield, CT

Dear Patty Mota:

Congratulations on choosing to make your business energy-efficient. Eversource is pleased to present you with the details of your energy incentive for the upcoming project at your New Fairfield, CT facility.

Should you decide to move forward with the project as submitted, you are eligible for a financial incentive of \$6,193.11.

This packet includes the following documents:

Energy Efficiency Services Letter of Agreement – Please review the document, sign and return to my attention at the email noted below. To reserve your incentive as stated, return the signed Agreement within 30 days of the date above.

Standard Terms and Conditions – In order to claim your incentive, you will need to agree to these terms.

Exhibit A – The upgrades included in your project are outlined here. Information includes the energy and dollar savings estimated for each individual measure.

W-9 Form – This form is necessary to process your incentive payment. Submit this completed form with your Energy Efficiency Services Agreement

If you have any questions regarding this letter or the documents contained in the packet, please contact me at (860) 665-3706.

Sincerely:

Chad Magoulas
Associate Energy Efficiency Consultant
Energy Efficiency
chad.magoulas@eversource.com

**Energy Efficiency Services
LETTER OF AGREEMENT**

To encourage energy efficiency, The Connecticut Light and Power Company, doing business as Eversource (hereinafter the "Company"), in its capacity as administrator of the Connecticut Energy Efficiency Fund (hereinafter, "Energy Efficiency Fund"), is pleased to offer Town of New Fairfield (hereinafter, the "Participant") Energy Efficiency Services in connection with their facility located at 302 Ball Pond Road, New Fairfield, CT. If planning to proceed with this project, please counter-sign and return one original of this Letter of Agreement (hereinafter, "LOA") within 30 calendar days of the date of the authorized Company signature. If not returned within 30 calendar days, the Company retains the option to modify or cancel this LOA without notification. By counter-signing and returning the LOA to the Company within the specified timeframe, the Participant is subject to the following terms and conditions:

1. The attached Energy Efficiency Services Standard Terms and Conditions, and the Exhibit(s) are part of this LOA. In the event of a conflict between this LOA and the Standard Terms and Conditions, this LOA controls.
2. To be eligible for an incentive payment, the Participant shall ensure the installed Energy Efficiency Measures ("EEMs" or "measures") comply with the requirements listed in the Exhibit(s) and verify the EEMs perform in their intended manner.
3. To be eligible for an incentive payment, all EEMs must be installed by the Participant and accepted by both the Participant and the Company by October 31, 2022. Failure of Participant to install all EEMs as described and shown in the attached Exhibits by October 31, 2022 may disqualify Participant from receiving an incentive payment.
4. As administrator of the Energy Efficiency Fund, the Company agrees to pay incentives for all EEMs that comply with the terms and criteria specified in the Exhibit(s). The incentive paid for each measure will not exceed the amount listed for the measure in the Exhibit(s) unless the measure description allows for such changes. The total incentive for all measures as listed in the Exhibit(s) is \$6,193.11
5. **Payment will be made to Greenleaf Energy Solutions, 119 Hawley Road^ Suite 102 , Oxford 06478.**
6. The Participant is not obligated to install any of the EEMs referred to in this LOA, and at any time may decide to forego the incentive payments for one or more measures.
7. This LOA shall be signed by a representative of the Company, and counter-signed and returned to the Company by the Participant before any EEMs are installed. No payment shall be made for EEMs not listed in the Exhibit(s), or for EEMs installed before this LOA is counter-signed and returned to Eversource by the Participant unless authorized by the Company.
8. The Participant may propose changes to the scope of this LOA by giving written notice to the Company. Without prior written approval by the Company, the Company may not recognize any changes implemented by the Participant.
9. If the Participant agrees to the attached Standard Terms and Conditions of this Letter of Agreement, please sign below and return to:

Chad Magoulas
chad.magoulas@eversource.com



Signature of Company Official

Chad Magoulas

Name (Print)

Associate Energy Efficiency Consultant

Title of Company Official

9/2/2022

Date

Signature of Participant Official

Name (Print)

Title of Participant Official

Date

Energy Efficiency Standard Terms and Conditions (4/29/2015 Version)

1. To be eligible for an incentive payment, the Participant shall install the Energy Efficiency Measures ("EEMs" or "measures") and comply with the requirements listed in the Exhibit(s) and verify the EEMs perform in their intended manner. The Participant shall design and install each and all EEMs identified in the Exhibit(s). The Participant shall obtain all necessary permits and comply with all applicable laws, ordinances, building codes, and regulations of all appropriate governing authorities. Moreover, the Participant shall be responsible for any infraction or violation thereof, and any expense or damage resulting therefrom. The Participant receiving incentives shall be responsible for any tax liability associated with incentive payments.
2. The Connecticut Light and Power Company, doing business as Eversource Energy ("Eversource") and/or the Yankee Gas Service Company, doing business as Eversource Energy ("Eversource"), as manager of the Connecticut Energy Efficiency Fund ("EEF"), on behalf of its customers, shall issue a Form 1099 to all Participants who receive more than \$600.00 of incentives per year.
3. To be eligible for an incentive payment, the project must be inspected by Eversource and verified to be installed and operating in accordance with the approved energy analysis report and/or Exhibit(s) by the agreed upon completion date. The Participant shall notify Eversource in sufficient time and allow Eversource reasonable access to the facility to conduct such inspections and shall supply Eversource with copies of any requested documents necessary to verify that the project complies with the Letter of Agreement ("LOA") requirements.
4. Incentive payments from the EEF to the Participant are based on the EEMs actually installed by the Participant, which are specified in and in compliance with, the Exhibit(s). Eversource will provide the Participant (or their designee) with the actual incentive payment based on Eversource's review and approval of final installed costs after installation of all measures. Eversource is solely responsible for determining the final incentive amount and reserves the right to withhold the incentive payment until it has verified actual cost(s) of the measures or performance specifications of installed measures.
5. Participant acknowledges and agrees that (a) neither Eversource nor any of its employees, agents, representatives or consultants are responsible for assuring the design, analysis, engineering, and/or installation of any or all of the individual EEMs is proper or complies with any particular laws, codes, or industry standards, including, without limitation, current standards published or otherwise recognized as applicable to the technology, and (b) Eversource does not represent, warrant or guarantee the product or services of any particular vendor, manufacturer, contractor or subcontractor.
6. Only electricity retail distribution customers of Eversource and/or firm gas customers of Eversource, at time of inspection, are eligible to receive incentives and become Participants in any of the EEF energy conservation programs. In addition, Participants who receive service for the subject facility noted in this LOA via Eversource's distribution equipment are eligible for incentives.
7. Eversource does not represent, warrant, or guarantee the safety of any EEMs or that the installation of any EEMs will result in any level of energy savings will occur at the level projected in the energy analysis report and/or the Exhibits or will result in any measurable energy related benefit. Factors that are impossible to predict, such as changes in facility use, equipment additions or modifications, cutbacks, or weather changes, etc., all of which may impact the Participant's future electric energy or natural gas use and savings. Eversource's scope of review for purposes of this LOA is limited to determining if the EEMs have met the program requirements. Eversource does not include any kind of safety or performance review of the equipment installed or serviced in connection with this LOA or any planned or installed EEMs.
8. Eversource reserves the right to perform, at EEF's expense, and within two years of incentive payment, a confidential project evaluation, under actual operating conditions, to help determine the actual energy savings. The Participant shall provide information as necessary to facilitate this evaluation.
9. In accordance with the Department of Public Utility Control's ("DPUC", now known as the Public Utilities Regulatory Authority) September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No. 05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this LOA and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the Connecticut EEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by EEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource shall be the allocation in effect (per the applicable DPUC decision) on the Effective Date of the LOA.
10. By counter-signing and returning this LOA to Eversource and as a condition for receiving EEF incentives pursuant to the applicable conservation programs, Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this LOA in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. Forward Capacity Market means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the Forward Capacity Market, or any successor or replacement market/capacity procurement process.
11. If the Participant requests in writing additional time to complete the EEMs at least (5) five business days prior to the project's estimated completion date as stated in this LOA, Eversource may grant an extension, but reserves the right to re-evaluate any program incentives or modify the EEF Energy Conservation Program Standard Terms and Conditions in effect at the time of the request.
12. Eversource may, by written notice, terminate the LOA for convenience, in whole or in part. In this event, Eversource shall pay, from the EEF, the unit or pro rata price for the performed and accepted portion of the project, and a reasonable amount, not otherwise recoverable from other sources, for the unperformed or unaccepted portion of the project, provided that the total compensation does not exceed the total amount in the LOA. No allowance will be made for anticipated profits. Eversource and the EEF shall not be liable for any consequential or incidental damages for termination under this Article.
13. These Standard Terms and Conditions are applicable only to the facilities described in the LOA and not to any future additions or alterations to the Participant's facility that may be serviced by Eversource.
14. The Participant shall defend, indemnify and hold harmless Eversource, its directors, officers, employees, agents, affiliated companies, and representatives, against and from any and all loss, claims, actions, or suits, including cost and reasonable attorneys' fees, arising from the Participant's participation in Eversource's Energy Efficiency Services. Eversource shall not be liable to Participant for any damages in contract or tort or otherwise including negligence caused by any activities related to Participant's participation in Eversource's Energy Efficiency Services, including without limitation the actions or omissions of any design professional or any employee, agent, contractor, subcontractor or consultant retained by Eversource. Eversource's liability under this LOA shall be limited to paying the incentives specified for the EEMs, but only as and if such incentives become payable to Participant and only to the extent that such incentives are not subject to repayment as provided in this LOA. In no case shall Eversource be liable to Participant for any special, indirect, consequential, incidental, punitive or exemplary damages of any kind including but not limited to loss of use, lost profits, out of pocket expenses by statute, tort or contract, in equity under any indemnity provision or otherwise.
15. These Standard Terms and Conditions are binding on the heirs, successors and assigns of the Participant and Eversource. The LOA shall not be assigned by either party without prior written consent of the other.
16. The LOA shall be administered and interpreted under the laws of the State of Connecticut. If any part is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the terms and conditions shall continue in full force and effect.
17. The Participant understands that all funding for this program derives from the EEF and funded by the customers of Eversource. Eversource is not responsible for any costs or damages incurred by the Participant if funding for this program or the EEF is reduced or eliminated by the State of Connecticut, the Department of Energy and Environmental Protection or the Connecticut Public Utilities Regulatory Authority.
18. The parties shall endeavor to resolve any dispute arising out of or relating to this LOA by mediation before the alternative dispute resolution staff of the Public Utilities Regulatory Authority ("PURA"). If a resolution cannot be reached in that forum, the parties agree resolve their dispute by the CPR Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this LOA, including the breach, termination or validity thereof, which remains unresolved 45 days after the appointment of a mediator, shall be finally resolved by confidential, final and binding arbitration in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut, or such other location mutually agreed to by the parties. The arbitration must be commenced within two years of the conduct or action giving rise to the dispute.

Invoice



Richie's Roofing, LLC
*For All Your Roofing, Siding
 and Replacement Window Needs*
 Danbury, CT
 richiesroofing@gmail.com

Date:8/24/2022
Customer:Town of New Fairfield
Address:233 Rt 37 New Fairfield,CT
Animal center

We are pleased to submit the following quotation for your consideration:

Description of Work to be Performed	Total
Tarp all bushes and plants	
Remove shingles down to plywood (inspect plywood and if any plywood is damaged its an extra 80 per sheet replaced)	
Install Certainteed Wintergard Ice & water 6 feet from the edge of the roof, where the roof meets the wall & any penetration through the roof,. Tape plywood seams with ice & water(per code)	
Install Roof runner synthetic felt paper	
Install F5 white drip edge	
Install C4 1/2 white rake edge	
Install new Certainteed starters	
Install Landmark lifetime shingles (color: pewter wood) 6 nails per shingle	
Install Viper Ridge vent	
Install Shadow ridge caps	
Clean up	
Dump & disposal of all old materials	
permit	

Install 5k white seamless gutters .032 thickness	
Install end caps and heavy duty hangers	
Install 2x3 white elbows	
Install 2x3 white leaders	
Total Price	10,400.00
Less Donation of Labor	-5,250.00

Total Due 5,150.00