

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/97807598475>

Meeting ID: 978 0759 8475

Dial In: (929) 205-6099

Tuesday, February 28, 2023

7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment & Participation
4. Correspondence & Announcements
5. Approve Minutes of Board of Selectmen Regular Meeting February 9, 2023
6. Budget Transfers
7. Personnel Report
8. Appointments

Old Business

9. Discuss FY 2023/2024 BOS Budget
10. Discuss and Possibly Vote to Support Adopt-A-Spot

New Business

11. Discuss and Possibly Vote to Accept Donation to Economic Development Commission
12. Discuss and Possibly Vote on Community Garden Agreement
13. Discuss and Possibly Vote on Economic Development Commission Recommendation for ARPA Small Business Grants
14. Discuss and Possibly Vote to Approve Amendment to General Fund Policy
15. Discuss and Possibly Vote to Approve Amendment to Debt Policy
16. Discuss Possible Sale of Property Located at 8 Cameron Road
Executive Session Anticipated
17. Discuss Small Cities Equity Approval Request
Executive Session Anticipated
18. Public Comment
19. Adjournment

Received by email on 02/27/2023 @ 12:16 p.m.
by Chrystie M. Bontempo, Asst. Town Clerk, New Fairfield

TOWN OF NEW FAIRFIELD
FISCAL 2022-2023
Intra-Department Transfer

<u>\$'S</u> TRANSFER FROM:			<u>\$'S</u> TRANSFER TO:		
83.23	001-4220-0000-000 / 610.02	Fire Companies - M&S	83.23	001-4220-0002-000 / 740.00	Fire Companies - Hydrants
83.23			83.23		

To be submitted at the BOS meeting on 02/28/2023

TOWN OF NEW FAIRFIELD
PERSONNEL REPORT
February 28, 2023

	LAST NAME	FIRST NAME	POSITION	LOCATION	PAY RATE	REASON	EFFECTIVE
NEW HIRES:							
1	HANNA	CARRIE	TECHNICAL SERVICES CLERK	LIBRARY	\$18.68/HR.	REPLACING WILLIAM ANDERSON	2/27/2023
CHANGE IN STATUS							
SEPARATION							
2	CHABER	CHRISTOPHER	TOWN SANITARIAN	HEALTH DEPARTMENT		VOLUNATARY RESIGNATION	3/10/2023
3	COSENTINO	SHANE	DRIVER/OPERATOR/MAINTAINER	PUBLIC WORKS		VOLUNATARY RESIGNATION	4/1/2023
4	POELLOT	NANCY	DELINQUENT TAX ASSISTANT	TAX DEPARTMENT		RETIREMENT	5/1/2023

chiropractic
life & wellness center

Dr. Brandon T. Chorney

3 Route 39
Fieldstone Commons
New Fairfield, CT 06812
203.746.6543
fax 203.746.7321
www.chirolifewellness.com

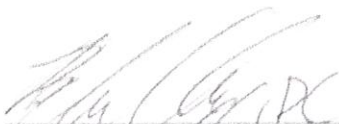
2/14/2023

To EDC,

Please accept this donation of \$400 for the cost of the holiday singalong books.

Thank you for all you do for the town.

Sincerely,



Brandon Chorney, DC

CHIROPRACTIC LIFE AND WELLNESS CENTER LLC
DR BRANDON CHORNEY
3 ROUTE 39
NEW FAIRFIELD, CT 06812
PH. 203-746-6543

1768

51-7224/2211

4

DATE 1/25/23



PAY TO THE ORDER OF

New Fairfield EDC

\$ 400.00

Four hundred dollars and 00/100

DOLLARS



FOR

[Handwritten signature]

MP

**AGREEMENT FOR TEMPORARY USE OF LAND
FOR AN ORGANIC COMMUNITY GARDEN
2023**

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, 2023, 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, 2023. 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: 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 March 31st. 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 and one plot may be assigned to a New Fairfield house of faith without fees. Gardeners may donate grown food to the New Fairfield Food Pantry,

M. Alterations and Improvements: Except as permitted herein, the Gardener 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 Gardener. 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.



New Fairfield Economic Development Commission
4 Brush Hill Road, New Fairfield, Connecticut

February 22, 2023

Re: ARPA Small Business Grant Applications

To the New Fairfield Board of Selectmen,

We, the undersigned members of the New Fairfield Economic Development Commission, have completed our first review of all applications submitted by February 16, 2023, for the ARPA funded small business grants.

All applications were reviewed and scored based on criteria and a scoring rubric set forth on the application itself, with criteria including but not limited to financial hardship as a result of the COVID-19 pandemic, viability of the business and use of funding requested.

As a result of that review, we would like to recommend that;

a grant in the amount of **\$5,000.00** be issued to the following New Fairfield businesses:

- Simply Wax
- Olde 37 Patio & Grill
- Peerless Power Equipment
- Biscotti's Ristorante
- Cage Creations
- Candlewood Digital

a grant in the amount of **\$3,000.00** be issued to the following New Fairfield business:

- Country Doctor

Sincerely,

Handwritten signature of Myke Furhman in black ink.

Myke Furhman, Chairman

Handwritten signature of Greg Manning in black ink.

Greg Manning

Handwritten signature of Mark Werner in black ink.

Mark Werner

Town of New Fairfield

Date of Version: January 18, 2023

By: Olga Melnikov, Finance Director

Title: **General Fund Policy**

Adopted by BOS

Section: **General Fund**

Adopted by BOF 01/18/2023

Updated for GASB 54 Fund Balance Reporting

POLICY STATEMENT

A positive fund balance serves three important functions:

1. Serves as a contingency fund that enables the Town to respond to unanticipated emergencies or opportunities.
2. Eliminates the need for short term borrowing to handle cash flow between the start of the fiscal year and receipt of revenue from taxes;
3. Can be periodically used to lower taxes to smooth out major fluctuations in the property tax rates;

Credit rating agencies determine the adequacy of the unreserved fund balance using a complex series of financial evaluations. The size of the fund balance is an important, but not the only consideration in the Town's rating. Other important factors are the reliability of government's revenue sources, economic conditions, community wealth factors, cash position, debt ratios, management performance, and fiscal decisions made by the legislative body.

A town's ability to accurately plan and develop sufficient fund balance is a common characteristic of highly rated municipalities.

This policy is intended to provide for a fund balance which satisfies the cash flow and contingency needs of the community, supports our positive bond rating with the rating agencies, and at the same time avoid over taxing the citizens through an excessively large fund balance.

GOVERNMENTAL FUND TYPE DEFINITIONS

1. General Fund – all funds not reported in another fund
2. Special Revenue Funds – proceeds of specific revenue sources that are restricted or committed
3. Capital Projects Funds – financial resources restricted or committed for capital outlays
4. Debt Service Funds – financial resources restricted or committed for principal and interest
5. Permanent Funds – resources restricted that only earnings, and not principal may be used

FUND BALANCE IS THE DIFFERENCE BETWEEN CURRENT ASSETS AND CURRENT LIABILITIES AND IS CHARACTERIZED AS BEING RESTRICTED AND UNRESTRICTED

1. RESTRICTED CATEGORIES
 - a. Restricted – constrained to specific purposes by their providers (grantors, bondholders)
 - b. Committed – constrained to specific purposes by the town (Bo authority)
 - c. Assigned – constrained to intended specific purposes – doesn't meet criteria to be classified as restricted or committed (BOF authority)
 - d. Nonspendable – amounts not in spendable form such as inventories, prepaid items, and contractually maintained intact amounts such as endowments
2. UNRESTRICTED CATEGORY
 - a. Unassigned - Total fund balance minus Restricted minus Committed minus Assigned minus Nonspendable

GUIDANCE

The Board of Finance shall propose annual budgets that provide for first accumulating and thereafter maintaining, as set forth in the plan of action, an unassigned fund balance of not less two months (16.67%) of total operating expenditures.

The following circumstances may justify a significantly higher minimum target levels:

1. Significant volatility in operating revenues or operating expenditures;
2. Potential drain on resources from other funds facing financial difficulties;
3. Exposure to natural disasters (e.g. hurricanes);
4. Reliance on a single corporate taxpayer or upon a group of corporate taxpayers in the same industry;
5. Rapidly growing budgets; or
6. Disparities in timing between revenue collections and expenditures.
7. Increased regulation and unfunded mandates.

Annually, the Board of Finance shall monitor and modify the minimum fund balance requirements based on the aforementioned criteria.

Note: The policy language requires the Board of Finance to maintain a plan of action to bring the fund up to and maintain the minimum required minimum level.

PLAN OF ACTION

100% of the annual budget revenue surplus and a minimum of 50% of the annual budget expenditure surplus shall be transferred to the unassigned fund balance. Closed out prior year encumbrances will be treated as annual budget expenditure surplus.

In the event the unassigned fund balance becomes greater than two months (16.67%), the excess may be used in one or a combination of the following ways:

1. Let such excess remain in the unassigned fund balance
2. Transfer such excess to the Cap & Non Fund for capital projects
3. Transfer such excess to the Debt Service Fund for debt payments.
4. Transfer such excess to the Medical Reserve Fund.

This policy is subject to review on an annual basis, on or before the anniversary date of its final approval. The Board of Finance is responsible to lead the review process.



THE TOWN OF NEW FAIRFIELD

Health Department
4 Brush Hill Road, New Fairfield, CT 06812
PH: 203-312-5640 FAX: 203-312-5608
www.newfairfield.org

February 14, 2023

Ms. Patricia Del Monaco
4 Brush Hill Road
New Fairfield, CT

Re: 8 Cameron Road, New Fairfield
Map 33 Block 1 Lot 68

Dear Pat,

At your request, I performed an onsite inspection at the above mentioned property owned by the Town of New Fairfield on February 1, 2023. The property is 0.3 acres, sloping with a drainage swale that runs through the center of the lot. Based on the inspection, it is my opinion that the property could not support a primary and reserve septic system and water supply meeting the minimum standards of the state and local sanitary codes. Therefore, it is unbuildable at this time.

I hope I have addressed your concerns and if you would like to discuss this matter further, please feel free to contact me.

Sincerely,

Timothy R. Simpkins
Director of Health



2/6/2023 2:27:31 PM

Scale: 1"=50'

Scale is approximate

The information depicted on this map is for planning purposes only. It is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analyses.

