



# *Town of New Fairfield*

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

**BOARD OF SELECTMEN  
REGULAR MEETING  
THURSDAY, FEBRUARY 28, 2019  
7:30 P.M.  
COMMUNITY ROOM @ 33 ROUTE 37  
AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Public Comment & Participation
4. Correspondence & Announcements
5. Approve Minutes of Board of Selectmen Regular Meeting on February 14, 2019
6. Budget Transfers
7. Personnel Report
8. Appointments

**New Business**

9. Discuss and possibly vote on NFFD request to purchase a rescue boat.
10. Discuss and possibly vote on Resolution to approve "Commercial Property Assessed Clean Energy(C-Pace)" Agreement.

**Old Business**

11. Discuss and possibly vote on Community Garden Agreement.
12. Discuss and possibly vote to set date for Special BOS meeting on March 4, 2019 at 9:00AM to set date for Town Meeting to consider and act upon appropriation of funds for Financial System Upgrade.
13. Public Comment
14. Adjournment

Received for Record FEB 27 2019  
at 11:40 A.M. and recorded by  
Pamela J. Dohan  
Pamela J. Dohan, Town Clerk, New Fairfield, CT





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

<u>\$'S</u>	<u>TRANSFER FROM:</u>	<u>\$'S</u>	<u>TRANSFER TO:</u>
3,000.00	4110-320 BOS - Cable Broadcasting Expense	25,000.00	4310-610-3 Public Works - Snow M&S
2,000.00	4110-330 BOS - Grants Administrator		
15,000.00	4161-332-3 Professional Services - Legal-Labor		
5,000.00	4161-332-8 Professional Services - Legal-ZBA		
3,000.00	4161-334 Professional Services - Consulting	20,000.00	4310-130 Public Works - Overtime
2,000.00	4162-313-3 Intergov.Agencies-Reg.Animal Control		
1,000.00	4162-313-4 Intergov.Agencies-COST		
1,000.00	4190-345 Human Resources - Business Services		
4,500.00	4195-620-3 Utilities-Town Properties-Electric		
3,000.00	4195-620-6 Utilities-Town Properties-Other		
3,000.00	4195-620-4 Utilities-Town Properties-Telephone		
1,500.00	4221-338 Ambulance-Para/EMT		
1,000.00	4160-260 Unclass. P&B- Workers Compensation		
2,500.00	4160-260 Unclass. P&B- Workers Compensation	2,500.00	Public Works - Seasonal
<b>47,500.00</b>		<b>47,500.00</b>	

*To be submitted at the BOS meeting on 2/28/2019*  
*To be submitted at the BOF meeting on 3/2/2019*





**APPROVING RESOLUTION**

**(Draft dated 7/28/14)**

**TOWN OF NEW FAIRFIELD  
RESOLUTION TO APPROVE  
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (“C-PACE”)  
AGREEMENT**

**WHEREAS**, Section 16a-40g, as amended, of the Connecticut General Statutes (the “Act”) established a program, known as the Commercial Property Assessed Clean Energy (C-PACE) program, to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans; and

**WHEREAS**, the Act authorizes the Connecticut Green Bank (the “Green Bank”), a public instrumentality and political subdivision of the State charged with implementing the C-PACE program on behalf of the State, to enter into a written agreement with participating municipalities pursuant to which the municipality may agree to assess, collect, remit and assign, benefit assessments to the Green Bank in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties; and

**WHEREAS**, the Commercial Property Assessed Clean Energy (“C-PACE”) Agreement (the “C-PACE Agreement”) between the Town of New Fairfield and the Green Bank, as attached hereto, constitutes the written agreement authorized by the Act.

**NOW, THEREFORE, BE IT RESOLVED:**

(a) that we, the Board of Selectmen, constituting the legislative body of the Town of New Fairfield, hereby approve the C-PACE Agreement, and

(b) that Patricia Del Monaco is hereby authorized and directed, on behalf of the Town, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein, together with such other documents as he or she may determine to be necessary and appropriate to evidence, secure and otherwise complete the C-PACE Agreement.

**AGREEMENT FOR TEMPORARY USE OF LAND  
FOR A ORGANIC COMMUNITY GARDEN**

A. Intention/Purpose: The Town of New Fairfield wishes to provide access to an unused portion of Town-owned land known as 74 Gillotti Road 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 to the northeast of the building at 74 Gillotti Road, New Fairfield, Connecticut 06812, consisting of approximately 4000 square feet of land and containing twenty-one plots.

D. Term. The term of this agreement will commence on the date the document is signed and continue until December 31, 2019, 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 5 Schermerhorn 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, 2019. 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 January 15 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 on March 15, or 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 2019 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 in early March. \* 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 by May 15th or 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 Social Services Office and one plot may be assigned to the New Fairfield School System without fees.

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 house, 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: \_\_\_\_\_ 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 may access the Premises only from the New Fairfield High School Parking lot. Gardeners and guests will park in marked parking spaces only.
- \* Garden hours are generally sunup to sundown, but no earlier than 7:00 a.m., and no later than 8:00 p.m. When the New Fairfield High School is in session, Gardeners may use the Premises only after 3:00 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.