

**New Milford Board of Education  
Facilities Sub-Committee Minutes  
May 11, 2021  
Sarah Noble Intermediate School Library Media Center**

RECEIVED  
TOWN CLERK  
2021 MAY 13 A 7:51

NEW MILFORD, CT

Present:	Mr. Brian McCauley, Chairperson Mrs. Eileen P. Monaghan (arrived at 7:00 p.m.) Mrs. Cynthia Nabozny Mr. Pete Helmus, Alternate
Absent:	Mrs. Olga I. Rella
Also Present:	Ms. Alisha DiCorpo, Superintendent Mr. Nestor Aparicio, Interim Facilities Director Mr. Anthony Giovannone, Director of Operations and Fiscal Services Mrs. Catherine Calabrese, Interim Assistant Superintendent Ms. Jamie Terry, Technology Director

1.	<b>Call to Order</b>  The meeting of the New Milford Board of Education Facilities Sub-Committee was called to order at 6:47 p.m. by Mr. McCauley. Mr. Helmus was seated as an alternate in the absence of Mrs. Rella.	<b>Call to Order</b>
2.	<b>Public Comment</b> <ul style="list-style-type: none"> <li>Joe Failla said it was his understanding that they will be adding an agenda item for a facility usage agreement with the New Milford Fire, a semi pro football team, wishing to use the high school turf field as their home. They have filed for 501c3 status as a non-profit and it is pending. The idea is to work with them on fees as if they are a non-profit. If they do not receive that status, they will reimburse the full freight. Their schedule does not conflict with other activities and they understand the rules of use. They will be bringing a lot of people from out of the area into New Milford on a Saturday night. He is in full support of this request that will bring business into New Milford and will help maximize use of our fields over the years. They have the support of the Mayor and others in the local community. The agreement is designed to work out details.</li> </ul>	<b>Public Comment</b>

**Sarah Noble Intermediate School Library Media Center**

<p><b>3.</b></p>	<p><b>Items for Information and Discussion</b></p> <ul style="list-style-type: none"> <li>• Mr. McCauley requested a motion to amend the agenda to include discussion and possible action regarding an agreement with New Milford Fire.</li> </ul> <p>Mr. Helmus moved to amend the agenda to include discussion and possible action regarding an agreement with New Milford Fire as agenda item 3L, seconded by Mrs. Nabozny.</p> <p>The motion passed unanimously.</p> <p><b>A. Bid Awards</b></p> <ol style="list-style-type: none"> <li><b>1. Septic &amp; Grease Trap Service and Cleaning</b></li> <li><b>2. Boiler &amp; Burner Service and Cleaning</b></li> </ol> <ul style="list-style-type: none"> <li>• Mr. Giovannone said these are annual bids for work which will be done in the new fiscal year. They are due this Friday and will be presented for approval at the full Board.</li> </ul> <p><b>B. NMHS Roof Project Update</b></p> <ul style="list-style-type: none"> <li>• Mr. Aparicio said the project was approved on May 4 to be bid out. This is a four week process. There is a pre-bid meeting scheduled for May 18. Work is on track to start mid to late June.</li> <li>• Mr. McCauley said this is very good news, three years in the making.</li> </ul> <p><b>C. NMHS Scoreboard</b></p> <ul style="list-style-type: none"> <li>• Mr. Aparicio said the scoreboard was damaged in the same microburst as the roof. The casing will be replaced using insurance funds.</li> <li>• Mr. Giovannone said the item is on the Purchase Resolution for Operations.</li> </ul> <p><b>D. SNIS Oil Tank Update</b></p> <ul style="list-style-type: none"> <li>• Mr. Aparicio said they are removing the underground tank and replacing it with a smaller above ground tank. Any needed</li> </ul>	<p><b>Items for Information and Discussion</b></p> <p><b>Motion made and passed unanimously to amend the agenda to include discussion and possible action regarding an agreement with New Milford Fire as agenda item 3L.</b></p> <p><b>A. Bid Awards</b></p> <ol style="list-style-type: none"> <li><b>1. Septic &amp; Grease Trap Service and Cleaning</b></li> <li><b>2. Boiler &amp; Burner Service and Cleaning</b></li> </ol> <p><b>B. NMHS Roof Project Update</b></p> <p><b>C. NMHS Scoreboard</b></p> <p><b>D. SNIS Oil Tank Update</b></p>
------------------	--	--

	<p>refueling due to use will be a joint Town/Board effort.</p> <ul style="list-style-type: none"> <li>• Mrs. Nabozny asked to confirm that this is an auxiliary tank. Mr. Aparicio said that is correct; it is for emergency use.</li> </ul>	
<b>E. NV5 Update</b>	<ul style="list-style-type: none"> <li>• Mr. Aparicio said the next step for this project is to schedule a presentation with ESG and the full Board to discuss proposed energy saving initiatives.</li> <li>• Mr. Giovannone noted that the budget for electricity for next year has not been changed to reflect project proposals.</li> <li>• Ms. DiCorpo said a pre-meeting has been held. A date needs to be set for a special meeting still.</li> </ul>	<b>E. NV5 Update</b>
<b>F. NMHS Tennis Courts Update</b>	<ul style="list-style-type: none"> <li>• Mr. Aparicio said the vendor filled cracks and sealed the courts at the end of March to make them playable for the season. They will return when school gets out to finish cleaning, repair, color coding and line striping.</li> <li>• Mr. Giovannone said this project was approved on last month's Purchase Resolution.</li> </ul>	<b>F. NMHS Tennis Courts Update</b>
<b>G. NMHS Electronic Sign</b>	<ul style="list-style-type: none"> <li>• Mr. Aparicio said the Board approved this project and vendor last month. Unfortunately, the vendor is a preferred vendor in NY but not CT, so the project has to go back out to bid.</li> <li>• Mr. Giovannone said bids close on May 24 so a special meeting may be needed to make a quick award so that the project can be completed by June 30, using end of year funds.</li> <li>• Mr. McCauley said the Board agreed that this project needs to be done.</li> </ul>	<b>G. NMHS Electronic Sign</b>
<b>H. State of CT Security Grant Proposal</b>	<ul style="list-style-type: none"> <li>• Mr. Aparicio said they have received additional detail on this grant since last month. The district is looking at the card access system, cameras, and 911 Inform. It is a matching grant.</li> </ul>	<b>H. State of CT Security Grant Proposal</b>

Sarah Noble Intermediate School Library Media Center

	<ul style="list-style-type: none"><li>• Ms. DiCorpo said they are looking at the capital plan for matching funds. This proposal is in the planning phase with costs to be determined in the next few weeks. District personnel and the 911 Inform vendor held a virtual meeting that included town first responders and technology personnel, as well as legal representatives, and the vendor will do a walkthrough at two schools tomorrow with district personnel and town first responders. She said they are hoping to include the Maxx in this project as well.</li><li>• Mrs. Nabozny asked if cameras are hallway only. Mr. Aparicio said they are in general traffic areas and at access points, not in classrooms or bathrooms.</li><li>• Mr. Helmus asked if the effect of the possible move of the central office to SNIS is being considered.</li><li>• Ms. DiCorpo said the camera usage would remain the same. The access card system will need to be considered.</li><li>• Mr. Aparicio said the access points will be the same.</li><li>• Ms. DiCorpo said the 911 Inform system creates a microcosm through use of an app that allows direct dial to 911, not off cell towers, to help with instant location. She said the submittal date for the grant is June 15.</li><li>• Mr. Giovannone said they are not recommending it as a year end project because work is expected to extend over the summer months and beyond. It will be set up as a separate capital project with a capital reserve withdrawal to track costs.</li></ul>	
<b>I. Feasibility Study and Enrollment Study Updates</b> <ul style="list-style-type: none"><li>• Mr. Aparicio said a working group will meet on May 19 as part of the continuing process. A final report is expected in July.</li><li>• Ms. DiCorpo said mapping info was requested from principals today.</li><li>• Ms. DiCorpo said she is in the exploratory stage regarding school based community physical and mental health clinics and is hoping to have information to present to the Board in June. If these go forward, they will</li></ul>		<b>I. Feasibility Study and Enrollment Study Updates</b>

**Sarah Noble Intermediate School Library Media Center**

	<p>need some space in the buildings, so they are taking that into consideration as part of the feasibility process.</p>	
<b>J.</b>	<p><b>COVID-19 Related Materials</b></p> <ul style="list-style-type: none"> <li>• Mr. Aparicio said there are many unknowns for fall at this point but they have begun putting together a list of possible needs such as cafeteria shields, tents and additional cafeteria tables.</li> <li>• Ms. DiCorpo said they are looking at perhaps using some end of year funds towards COVID related materials. She is hearing from the state that some mitigation strategies will be needed but there are no details as of yet. She said since the tents are seasonal, they have begun exploring other options in addition. A reopening plan is required as part of ESSER funding. She said they will include hybrid planning in case it is needed. New information is being received every day.</li> </ul>	<p><b>J. COVID-19 Related Materials</b></p>
<b>K.</b>	<p><b>Capital Projects</b></p> <ul style="list-style-type: none"> <li>• Mr. Aparicio said there is a lot of work planned for this summer. The ESG project may factor into capital planning, along with the possible Lillis move. These may result in changes to the plan.</li> <li>• Ms. DiCorpo said conversations continue with the Town regarding joint projects and other collaboration. In the course of the first half of next year, she hopes to have walkthroughs of every building to evaluate the status of each for capital planning.</li> </ul>	<p><b>K. Capital Projects</b></p>
<b>L.</b>	<p><b>New Milford Fire Facility Usage Agreement</b></p> <ul style="list-style-type: none"> <li>• Ms. DiCorpo thanked Mrs. Faulenbach and Mr. Failla for their participation in meetings and dialogue with the Town and this organization. She said the agreement is designed to memorialize what was discussed regarding such things as field usage, who handles police presence etc. Some areas still need to be filled in prior to full Board review. In addition, she</li> </ul>	<p><b>L. New Milford Fire Facility Usage Agreement</b></p>

**Sarah Noble Intermediate School Library Media Center**

	<p>has asked Mr. Aparicio and Mr. Giovannone to reconvene the Turf Field Committee to update the Field Use Manual.</p> <p>Mrs. Nabozny moved to bring the New Milford Fire Facility Usage Agreement to the full Board for discussion and possible action, seconded by Mr. Helmus.</p> <p>The motion passed unanimously.</p>	<p><b>Motion made and passed unanimously to bring the New Milford Fire Facility Usage Agreement to the full Board for discussion and possible action.</b></p>
4.	<p><b>Public Comment</b></p> <ul style="list-style-type: none"><li>• Joe Failla said he would like to see the term of the agreement extended until the end of the year.</li><li>• Wendy Faulenbach said that would violate policy regarding facility use, which is 6 months.</li><li>• Mr. Failla said it is his understanding that the lights stay on until 10 PM, and he suggested the games' start and end times be shifted to 5:30 PM to 9:30 PM. He said he was pleased to see this unique effort being offered and that it is good to try something new.</li></ul>	<p><b>Public Comment</b></p>
5.	<p><b>Adjourn</b></p> <p>Mrs. Nabozny moved to adjourn the meeting at 7:35 p.m., seconded by Mr. Helmus and passed unanimously.</p>	<p><b>Adjourn</b></p> <p><b>Motion made and passed unanimously to adjourn the meeting at 7:35 p.m.</b></p>

Respectfully submitted:



Brian McCauley, Chairperson  
Facilities Sub-Committee

## FACILITY USAGE AGREEMENT

This **FACILITY USAGE AGREEMENT** (the “**Agreement**”) is made and entered into as of [date] (the “**Effective Date**”), by and between **NEW MILFORD FIRE FOOTBALL** (the “**Fire**”) a Connecticut charitable organization that is actively seeking Internal Revenue Code § 501(c)(3) tax exempt status with an address at 131 Knollwood Road, Newington 06111 (the “**Fire**”) and **THE NEW MILFORD PUBLIC SCHOOLS**, a public school district with an address at 50 East Street, New Milford, CT 06776 (the “**District**”). The Fire and the District are also sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**WHEREAS**, the Fire is a semi-pro football team affiliated with the East Coast Football League that is actively seeking to become an Internal Revenue Code § 501(c)(3) tax exempt registered organization; and

**WHEREAS**, the District is Connecticut public school district that is overseen and administered by **THE NEW MILFORD BOARD OF EDUCATION** (the “**Board**”); and

**WHEREAS**, the Board allows for use of property dedicated for District use including fields and buildings pursuant to New Milford Board of Education Policy # 1330 – “Use of School Facilities” (attached hereto as “**Exhibit A**”) and its accompanying administrative regulations (attached hereto as “**Exhibit B**”); and

**WHEREAS**, the Fire wishes to secure the use of the New Milford High School stadium, turf field, accompanying bathroom facilities, sound booth, Booster-Barn-Gridiron Club concession booth and lights (the “**District’s Stadium Facilities**”) for the purpose of hosting East Coast Football League games and conducting team practices and related events;

**NOW THEREFORE**, in consideration of the foregoing, and the mutual undertakings and promises contained in this Agreement, the parties agree as follows:

1. **Term**: This Agreement shall commence on the Effective Date and shall continue in full force and effect until October 31, 2021 unless terminated pursuant to Paragraph Nine as set forth below.
2. **Facility Usage**: Pursuant to the terms of this Agreement, the Fire shall be granted exclusive use of the District’s Stadium Facilities for East Coast Football League Games and scrimmages on the following dates:
  - a. June 5, 2021
  - b. June 19, 2021
  - c. July 10, 2021
  - d. July 17, 2021
  - e. July 24, 2021
  - f. August 7, 2021

All games and scrimmages shall take place from 5-9PM. The Fire shall be granted use of the District’s Stadium Facilities for future playoff games pursuant to the terms of this Agreement and subject to facility availability.



3. **Price:** The Fire shall be permitted to use the District's Stadium Facilities as an "Other Non-Profit Group" as set forth in the District's "Priority List for Use of Public Facilities" (attached hereto as "**Exhibit C**"). As a non-profit group the Fire shall pay a total fee of \$??? per date of use. Such amount shall be inclusive of all roster fees, turf rental fees, application fees, lighting charges, overtime in connection with weekend use of the turf field, round booth rental and fees for the use of the Booster-barn-Gridiron Club. A complete break-out of such fees and charges is set forth in the attached price sheet (attached hereto as "**Exhibit D**").

Designation as a Non-Profit Group shall be contingent upon the Fire producing satisfactory proof to the District by October 31, 2021 that it has achieved designation as an Internal Revenue Code § 501(c)(3) tax exempt registered organization. In the event that the Fire is unable to submit satisfactory proof to the District by October 31, 2021 of its registered 501(c)(3) tax exempt status the Fire shall be required to pay the District for use of the District's Stadium Facilities as a "Commercial Venture" as set forth in the District's "Priority List for Use of Public Facilities. Such designation shall be retroactive to June 1, 2021 and shall require the Fire to pay the difference between fees it was assessed as a Non-Profit Group and any fees it should have been assessed as a Commercial Venture. The price for use of the District's Stadium Facilities as a Commercial Venture shall be \$??? per date of use.

4. **Compliance with Board Policies and District Administrative Regulations:** At all times the Fire's use of the District's Stadium Facilities shall be in compliance with Board Policy # 1330 – "Use of School Facilities" as well as all other Board policies and administrative regulations. The Fire's failure to comply with such policies and regulations shall result in immediate termination of this Agreement.
5. **Compliance with Turf Field Administration and Facility Use Manual:** At all times the Fire's use of the District's Stadium Facilities shall be in compliance with the District's "Turf Field Administration and Facility Use Manual" a copy of which will be supplied to the Fire. The Fire's failure to comply with such Manual shall result in immediate termination of this Agreement.
6. **Insurance:** The Fire shall obtain and maintain general liability coverage of at least \$1,000,000.00 per occurrence/\$1,000,000.00 aggregate. The District shall be added as an additional insured and the Fire's coverage shall be primary and non-contributory. Waiver of subrogation is required in favor of the district on all policies. The Fire shall furnish a certificate of insurance prior to its use of District facilities.
7. **Mutual Indemnification:** During the Term of this Agreement, each Party [the "Indemnifying Party"] agrees to indemnify and hold the other Party and its officers, directors, affiliates, subsidiaries, agents, and employees [collectively, the "Indemnified Party"] harmless from any loss or damage to person or property caused by the willful, reckless, or negligent acts or omissions of the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party shall not have a duty under this Agreement to indemnify



and/or hold the Indemnified Party harmless from or against any claim or action for injuries or damage to person or property or any other damage or loss to the extent it was caused or is claimed to have been caused or contributed to in whole or in substantial part by the act or failure to act of the Indemnified Party.

8. **Police Presence.** At the Board's request, the Fire shall be responsible for securing Town of New Milford Police Department coverage for Fire games and other events. The amount of coverage required shall be in the Board sole discretion. The Fire shall be solely responsible for the cost of such coverage.
9. **Termination:** Either party may terminate this Agreement for any reason upon providing written notice to the other party.
10. **Notices** All notices, requests, demands, claims and other communications hereunder shall be addressed as follows (or to such other address as either party may designate by notice in accordance with the provisions of this Paragraph Eight):

**If to the District:**

Alisha DiCorpo  
Superintendent of Schools  
New Milford Public Schools  
50 East Street  
New Milford, CT 06776

**If to the New Milford Fire: ????**  
**????**

All such notices shall be deemed duly given on: (a) the date of personal delivery; (b) the date of transmission by facsimile, provided that the transmission is confirmed by a dated electronic confirmation; (c) three (3) business days after the date of deposit in the U.S. mail; or (d) if given by overnight courier, one (1) business day after being deposited with such courier.

11. **No Third-Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, to the extent they are related in any way to the subject matter hereof. No agent or representative of either party hereto has authority to make, and the parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.
13. **Interpretation of Agreement.** All parties have participated fully in the negotiation and drafting of this Agreement. The Agreement has been prepared by all parties equally and

is to be interpreted according to its terms. No inference shall be drawn that the Agreement was prepared by or is the product of any particular party or parties.

14. **Succession and Assignment.** This Agreement will be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party.
15. **Invalidity.** If any term or provision of this Agreement shall be invalid or unenforceable to any extent or application, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
16. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to its conflicts of law rules.
17. **Headings and Captions:** The headings and captions used herein are solely for the purpose of reference only and are not to be considered in connection with the construction or interpretation of this Agreement.
18. **Amendments and Waivers:** No amendment of any provisions of this Agreement will be valid unless the same will be in writing and signed by each party. The failure by either the District or the Fire to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of any of its rights as set forth in the Agreement, at law or equity.
19. **Severability:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
20. **Dispute Resolution:**
  - 20.1 Intent. The intent of the Parties is to identify and resolve disputes promptly after any dispute arises. Before attempting to exercise any legal remedy, each Party agrees to follow the dispute resolution procedure described in this paragraph.
  - 20.2 Procedure. In the event of a dispute between the Parties arising out of or related to the negotiation, execution or obligations set forth in this Agreement, each Party agrees to promptly engage in good faith negotiations between senior executives of each Party as well as their respective representatives, including but not necessarily limited to legal counsel, at a place mutually agreeable to both Parties. In the event that such matter remains unresolved upon the earlier of (i) the conclusion of the negotiations; or (ii) twenty (20) days following the start of such negotiations, the Parties may submit the dispute to arbitration in accordance with subsection 26.3 below.

- 20.3 Arbitration. Any controversy or claim arising out of or relating to the negotiation, execution or obligations set forth in this Agreement, or the breach thereof, shall be settled by arbitration in Danbury, Connecticut administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 20.4 Prevailing Party. If a Party prevails against another Party regarding any claim arising from or related to the negotiation, execution or obligations set forth in this Agreement, then the non-prevailing Party shall reimburse the prevailing Party for costs, expenses, and attorneys' fees reasonably incurred by the prevailing Party regarding such claim.
21. **Counterpart Execution**: This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
22. **Future Use**: The Fire's failure to make all required payments pursuant to this Agreement or failure to comply with Board policies, District administrative regulations or the Manual shall prohibit the Fire's future use of District fields and facilities.

[SIGNATURE PAGE FOLLOWS]

**WHEREFORE**, the Parties intending to be legally bound by the execution of this Contract, hereby assert the same by affixing their signatures as stated below.

New Milford Fire Football

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Its:  
Duly Authorized

New Milford Board of Education

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Its:  
Duly Authorized