Board of Selectmen Regular Meeting Agenda November 5th 2020 at 7.30pm Meeting to be held remotely due to COVID 19

Internet: https://us02web.zoom.us/j/88400855068?pwd=SnFjNTh5Ykp3NzgrVmRVc0MzV2ZYUT09

Phone: 646 558 8656 **Meeting ID:** 884 0085 5068

Passcode: 013147

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Interview of Sustainability committee candidate Jessie Schwartz
- 4. Discussion / decision to make appointments to the Marketing Committee
- 5. Receipt of plans for the proposed Community Connectivity Sidewalk project
- 6. Discussion/ decision to establish a public hearing on the proposed Community Connectivity sidewalk project on November 19, 2020 at 7:30 pm
- 7. Update regarding the storm Isaias response
- 8. Update on the EMS / Police / Town Hall renovation project
- 9. Discussion/ Decision to authorize the First Selectman to enter into an agreement with Municipal Tax Services LLC to encourage vehicle registration compliance
- 10. Discussion / decision to approve a meeting schedule for the Fiscal Year 21-22 Budget process
- 11. Discussion/ decision to authorize the First Selectman to sign an agreement with Eastern Water for the operation of the Town's two public drinking water systems
- 12. Discussion/decision to amend, pursuant to a request of Weston Fire/EMS, ordinance Section 179-8 concerning property tax abatements for Emergency Service Organization Members
- 13. Discussion / decision to approve a Board of Selectmen regular meeting schedule for 2021
- 14. Adjournment

Item 3: Interview of Sustainability committee candidate Jessie Schwartz

no motion

----- Forwarded message ------

From: Jessie Schwartz < jessiejschwartz@gmail.com >

Date: Fri, Oct 23, 2020 at 1:28 PM

Subject: Joining Weston Sustainability Committee

To: <rderene@westonct.gov>, <cspaulding@westonct.gov>

Hello,

I would like to submit my name to be considered to join the Weston Sustainability committee. Attached is my resume for review. Please let me know if you need anything else from me.

Why I want to join:

My role at my company used to be on the product design team where we worked towards upgrading our products to be more sustainable and I am currently working on our company's design framework for sustainable product design philosophy. I feel strongly that the way to tackle the climate crisis is through improving products and systems at every level of our society from big business to our homes. Recently I have been challenging myself to live my values by making more sustainable choices for my home and want to expand that practice to my larger community. Think Global act Local. I also would like to start getting more involved in the town. I have a two year old and don't think i will feel very connected until he joins the school system unless i get involved in other ways. Joining the Sustainability committee is the perfect way to accomplish both of my goals.

Thank you, Jessie Schwartz-Kwasnik

Jessie Schwartz

Jessie.J.Schwartz@gmail.com (203) 858-7990 139 Steep Hill Road Weston, CT 06883



Skills

Business Process Mapping and Design, Project Management, Strategic Thinking, Reporting Design/Metrics Tracking, Power Point Artist

Working Experience

Lovesac, Stamford, CT 2018

May 2017 - Sept

Business Process Anaysis Manager

- Document, Update and Report on Business Processes throughout the company
- Work on expanding the reach of Designed for Life™ strategy so other companies can use the same design principals including writing articles on DFLgroup.org

Product Design Specialist

- Project Manager for up to 27 on-going new product introduction or product updates
 - Worked with Design, Production and Brand teams to ensure products launched correctly and on time. Including running weekly status meetings, managing project timelines, and communicating requirements with vendors.
 - ❖ Implemented new Project management software to facilitate project timelines, file access, communication across product teams, and executive reporting.

Accenture, New York City, NY

Consultant - Management Consulting Products Group

Sep. 2015 - Mar. 2017

- Designed, Trained, and Implemented Product Launch Process for larger Prestige **Beauty Client**
 - Developed business process solutions to improve speed to market, and speed to decision for new products across 3 full roll outs to 6 brands working with everyone from SVPs to associates
 - Designed technical solution on top of client's legacy software, working with client's IT team to build solution, wrote User Guide and conducted trainings

Senior Analyst - Management Consulting 2015

Oct. 2013 - Sep.

- Engineering Training Coordinator for Defense PLM Implementation
 - Developed and maintained training development schedule, worked with client and project team to create training programs, and organized training logistics for a PLM software implementation affecting 2300 engineering users

Analyst - Systems Integration

Oct. 2011 - Oct. 2013

- Design and Test Lead for Hotel Chain Database Upgrade and Implementation
 - Led requirements gathering, testing and UAT for a financial profitability Access database through 3 development cycles
 - Managed team of 3 off-shore developers to deliver database on schedule

Education

Dartmouth College, Thayer School of Engineering

Master of Engineering Management with an Operations Concentration Bachelor of Engineering with a Material Science Concentration GPA: 3.42

June 2011 June 2009

Certifications: Six Sigma Green Belt Certification

Hobart and William Smith Colleges

Fall 2009

Interests Traveling: 39 countries, 6 continents and counting; Skiing: worked on a mountain for a season and captained my GS race team in High School; Baking: decorated sugar cookies are my specialty

Item 4: Discussion / decision to make appointments to the Marketing Committee – I move to appoint Debbie Rehr and Scott Rothstein to the Marketing Committee for terms to end June 30, 2021.

Debbie Rehr

44 Ravenwood Drive, Weston, Connecticut 06883

Mobile:

203.247.6325

Email:

debbierehr@gmail.com

Resident in Weston since June 1990

Objective: Appointment to position on Marketing Communications Commission | Town of Weston, CT

Professional experience:

Compass Real Estate, Westport, CT, Realtor March 2019 – Present

Berkshire Hathaway New England Properties, Westport, CT, Realtor December 2016 – March 2019

Camelot Real Estate, Weston, CT, Realtor February 2008 – December 2016

William Raveis Real Estate, Wilton, CT, Realtor August 2006 – February 2008

Royal Copenhagen/Georg Jensen, N. White Plains, NY, Sales Manager (wholesale sales) 1987 – 1999

Societe Industrielle de Banque, New York, NY (Cash Management – Private French Bank) 1982 - 1987

Education:

Skidmore College, Saratoga Springs, NY BA with honors in Government and French, Class of 1982

Volunteer Activities in Weston:

WestonArts Secretary, Member of the Board of Directors since 2018

Weston High School Company Co-Producer 2012 – 2014

Weston Board of Assessment Appeals Appointed Alternate by DTC: 2010 – 2011 and 2019 to present

Scott Rothstein

New York, NY 10035 | 917-353-9350 | rothstein.scott@gmail.com LinkedIn profile: www.linkedin.com/in/scottrothstein

OVERVIEW

Proven sales lead with deep understanding of technology and trends within the digital advertising ecosystem. Record of exceeding sales goals utilizing robust network of agency and publisher relationships to drive revenue growth.

BUSINESS EXPERIENCE

PadSquad, New York, NY

Sales Director

Jan. 2016 - Present

- Broke open new agencies including Hearts & Science (AT&T & P&G), UM, OMD, Mediacom, Metavision, and Essence among others.
- Work across media, analytics, and creative teams to sell integrated campaigns to clients.
- 2017 revenue in excess of \$3MM.
- Successfully cracked new verticals including automotive & pharmaceutical.
- Work with Trading desks including Xaxis, OMDP, Cadreon and client specific teams like P&G. Subway and Nestle.
- Sell custom creative as part of campaign offerings.

Jivox, New York, NY

Senior Sales Director

Nov. 2011 - Dec. 2015

- Successfully started agency/brand sales team and later led publisher sales team.
- Grew publisher revenue over 50% YoY for 2015 onboarded and worked with major publishers including Federated Media, Time, Inc., Conde Nast, IAC and Bloomberg.
- Opened up Jivox's agency/brand business by breaking into agencies leading to MSAs with Digitas and UM on brands including L'Oreal, AMEX, Delta and J&J going from \$0 \$1MM+ annual agency revenue.
- Covered all of the US for 2 years, building relationships in all major US markets.
- Acted as a consultative partner to clients to help illustrate how Jivox's platform and technology solutions would enhance clients' businesses and drive success.
- Championed customer needs to help develop highly customized solutions to build successful cross-screen ad campaigns.

Ad-Side, New York, NY

Sales Director

Nov. 2010 - Oct. 2011

- Hired and led team of 2 sales representatives and 2 account managers to win and run brand and DR campaigns nearly doubling YOY revenue to \$1.5MM.
- Worked closely with executive management and engineering to introduce new ad products and then working with pubs to implement.
- Signed on new publishers including The New Republic, Forbes, and Business Insider increasing inventory by 50%.

Smart Link Media, New York, NY

Consultant Dec. 2009 – Oct. 2010

- Sold and led multiple site development projects.
- Sold and led multiple search & display campaigns from start to finish.
- Exceeded client expectations on web dev and digital marketing projects, managing team.
- Identified and developed new business & strategic partnerships, negotiated contracts and managed projects.

Puresend, New York, NY

Sales Director

Aug. 2008 - Dec. 2009

- Drove marketing strategy, planning and execution including email, display, search campaigns for enterprise-level Email Service Provider.
- Focused on large publisher, marketer, e-commerce and agency clients, closing deals with large and mid-sized clients including Forbes, Newsmax and Silicon Alley Insider.
- Built new and leveraged existing relationships with publishers and marketers to produce \$1MM+ of sales, forging long-term continuous revenue stream and creating a strong pipeline of incoming new business.
- Implemented SalesForce.com to improve company forecasting and create a more data-driven sales process.

Dedicated Networks, New York, NY

Senior Account Executive

June 2007 – Aug. 2008

- Spearheaded online ad network's expansion into the New York market.
- Pitched and won accounts with most major NY agencies (including MEC, Ogilvy, GTO, Optimedia, GM PlanWorks, Digitas, Digitas Health, McCann Worldwide) for multi-million dollar campaigns with advertisers like Monster, Kaplan Education.
- Generated \$1MM in revenue with pipeline of 2.5x.

Digital Pulp, New York, NY

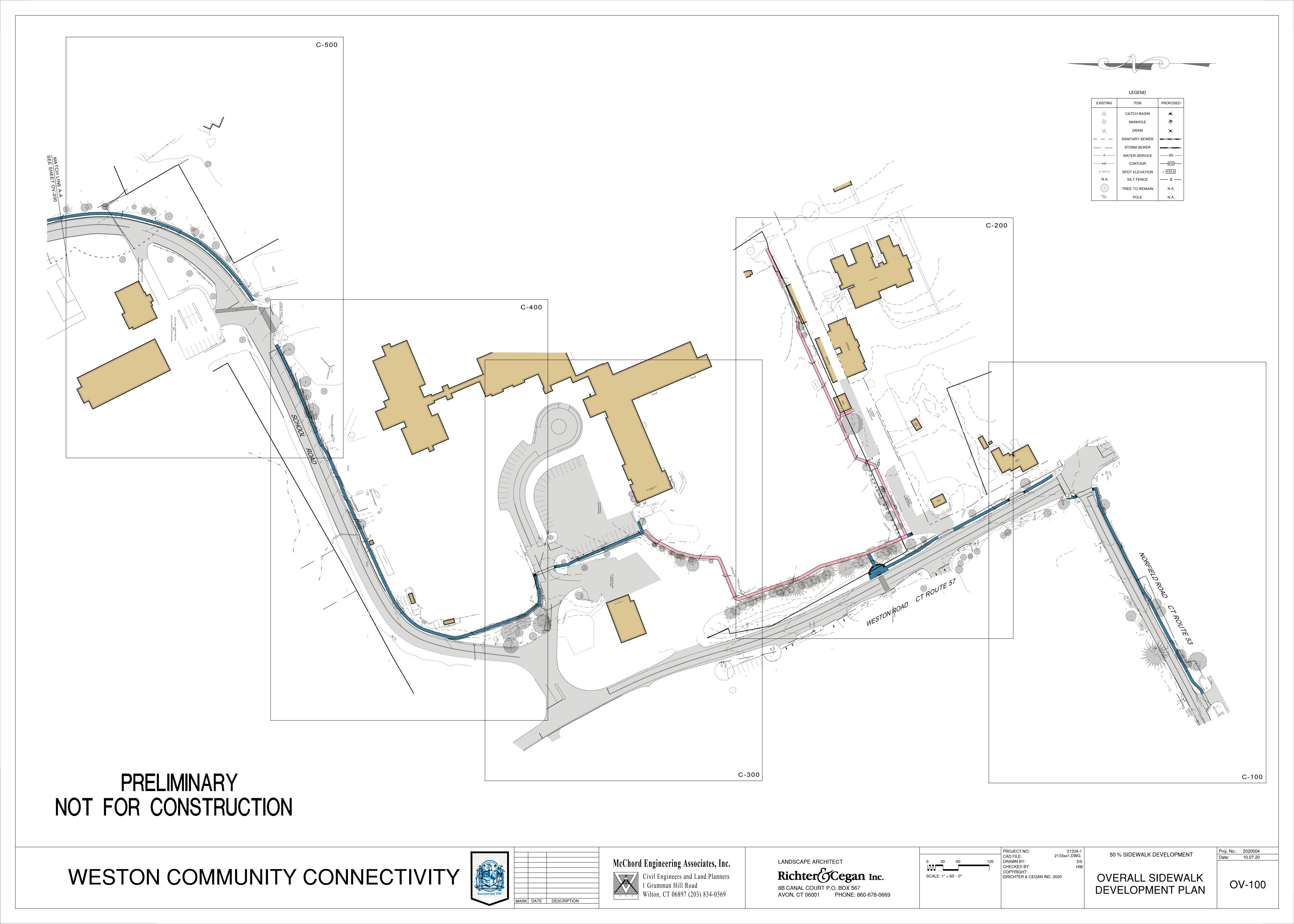
Director of New Business

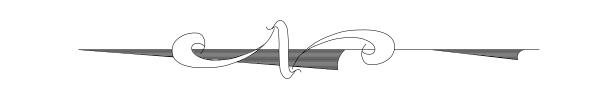
Jan. 2004 – Aug. 2007

- Produced \$6MM+ in revenue from top name clients including Lancôme, Redken, Harvard University, the NRDC and Make-A-Wish Foundation of America.
- Developed diverse markets with direct clients and traditional agencies.
- Forged partnerships with trade organizations to become an authority to prospective clients.
- Implemented SalesForce.com to improve company forecasting.

EDUCATION

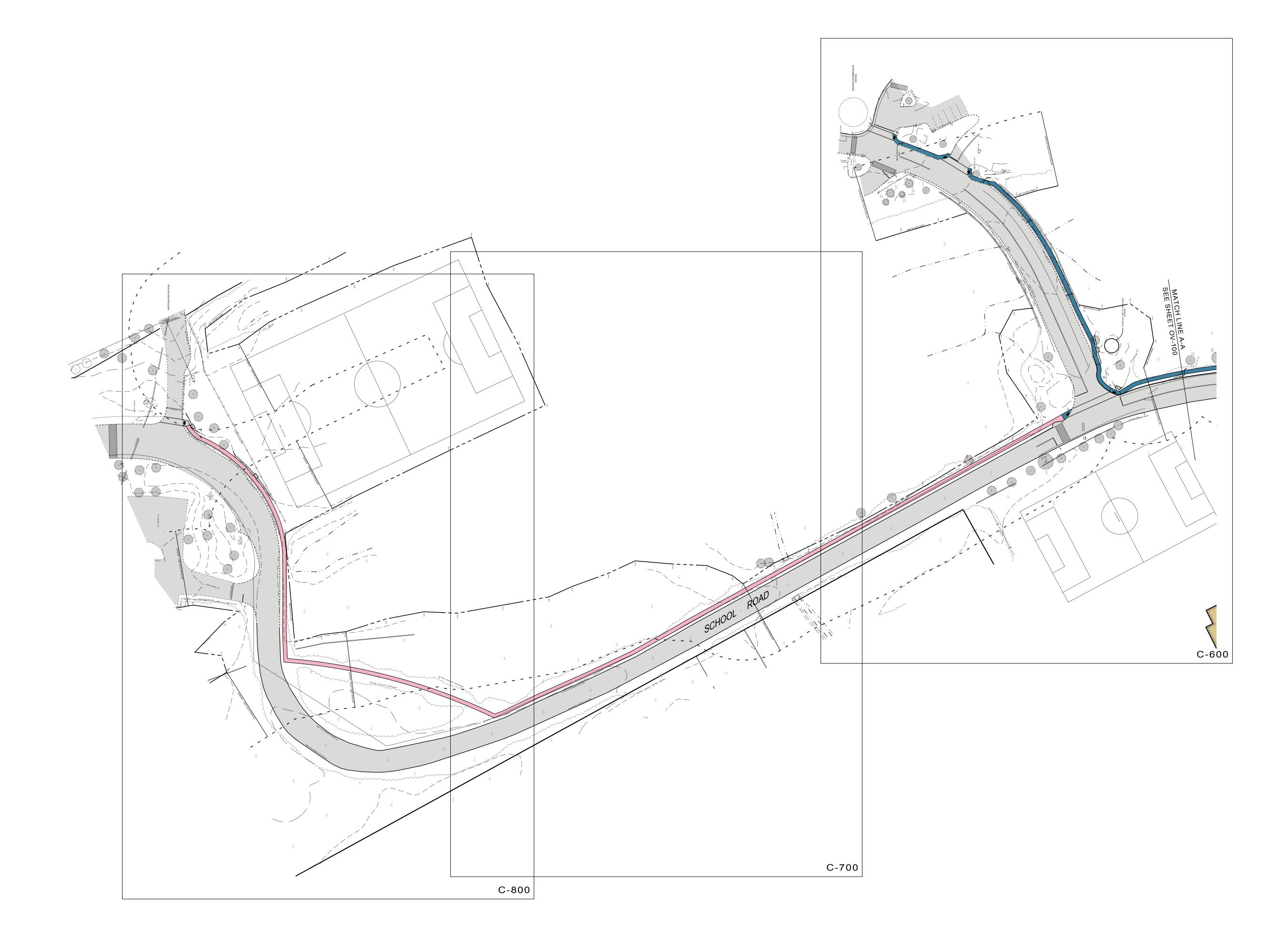
New York University, Graduate Program, International Relations Hebrew University of Jerusalem, Overseas Program Towson University, B.S. History and Political Science Item 5 Receipt of plans for the proposed Community Connectivity Sidewalk project: **No motion.**







EXISTING	ITEM	PROPOSED
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	STORM SEWER	
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× 337.9	SPOT ELEVATION	x 439.5
N.A.	SILT FENCE	x
	TREE TO REMAIN	N.A.
P	POLE	N.A.



PRELIMINARY NOT FOR CONSTRUCTION

Incorporated 1787

McChord Engineering Associates, Inc.

Civil Engineers and Land Planners
1 Grumman Hill Road
Wilton, CT 06897 (203) 834-0569

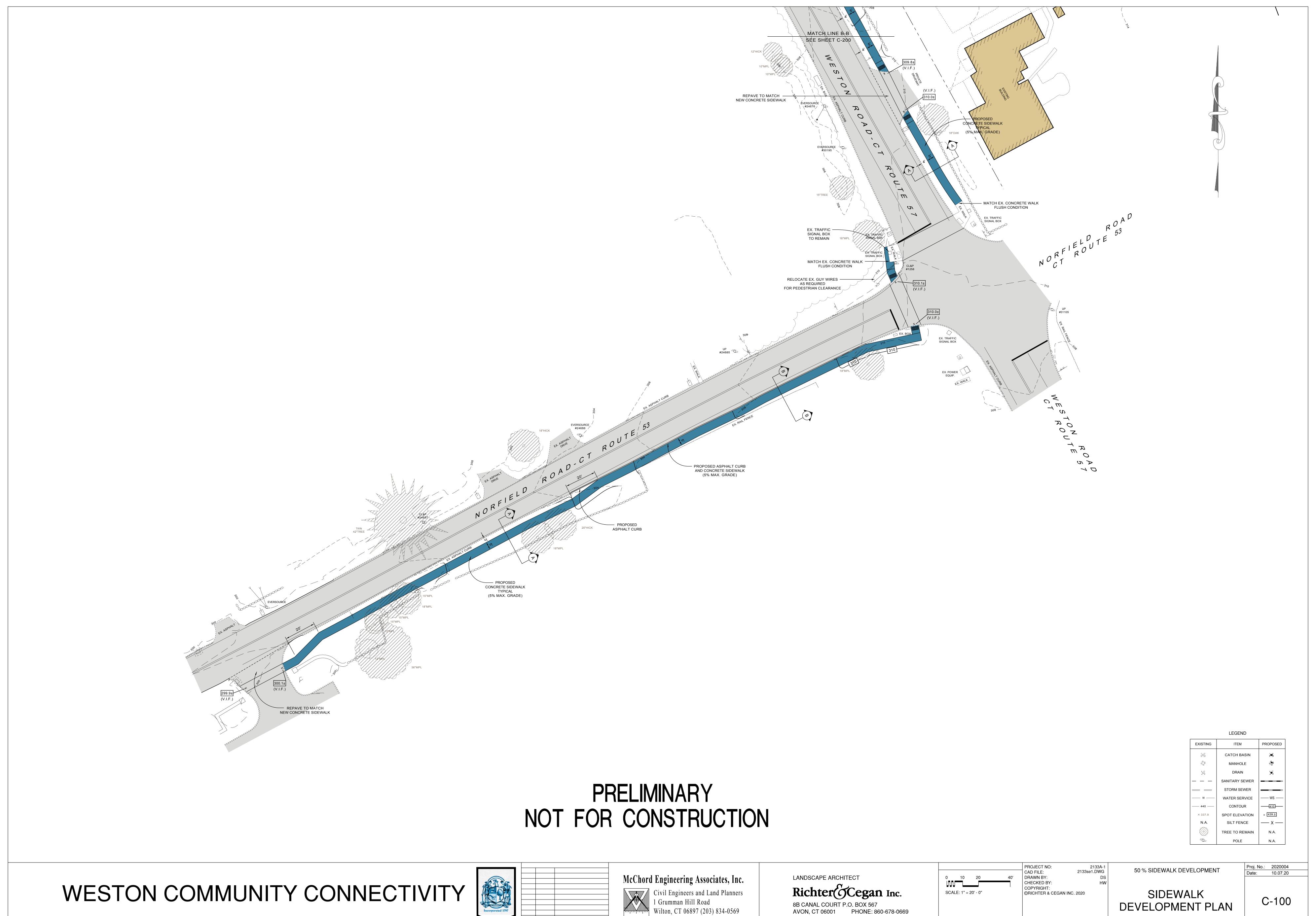
Richter Cegan Inc.

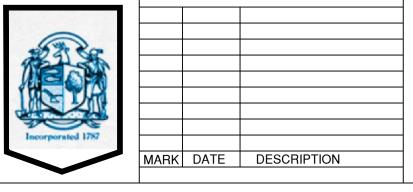
8B CANAL COURT P.O. BOX 567
AVON, CT 06001 PHONE: 860-678-0669

PROJECT NO: 2133A-1
CAD FILE: 2133se1.DWG
DRAWN BY: DS
CHECKED BY: HW
COPYRIGHT:
©RICHTER & CEGAN INC. 2020

50 % SIDEWALK DEVELOPMENT

OVERALL SIDEWALK DEVELOPMENT PLAN Proj. No.: 2020004 Date: 10.07.20





Civil Engineers and Land Planners
1 Grumman Hill Road
Wilton, CT 06897 (203) 834-0569

Richter Cegan Inc.

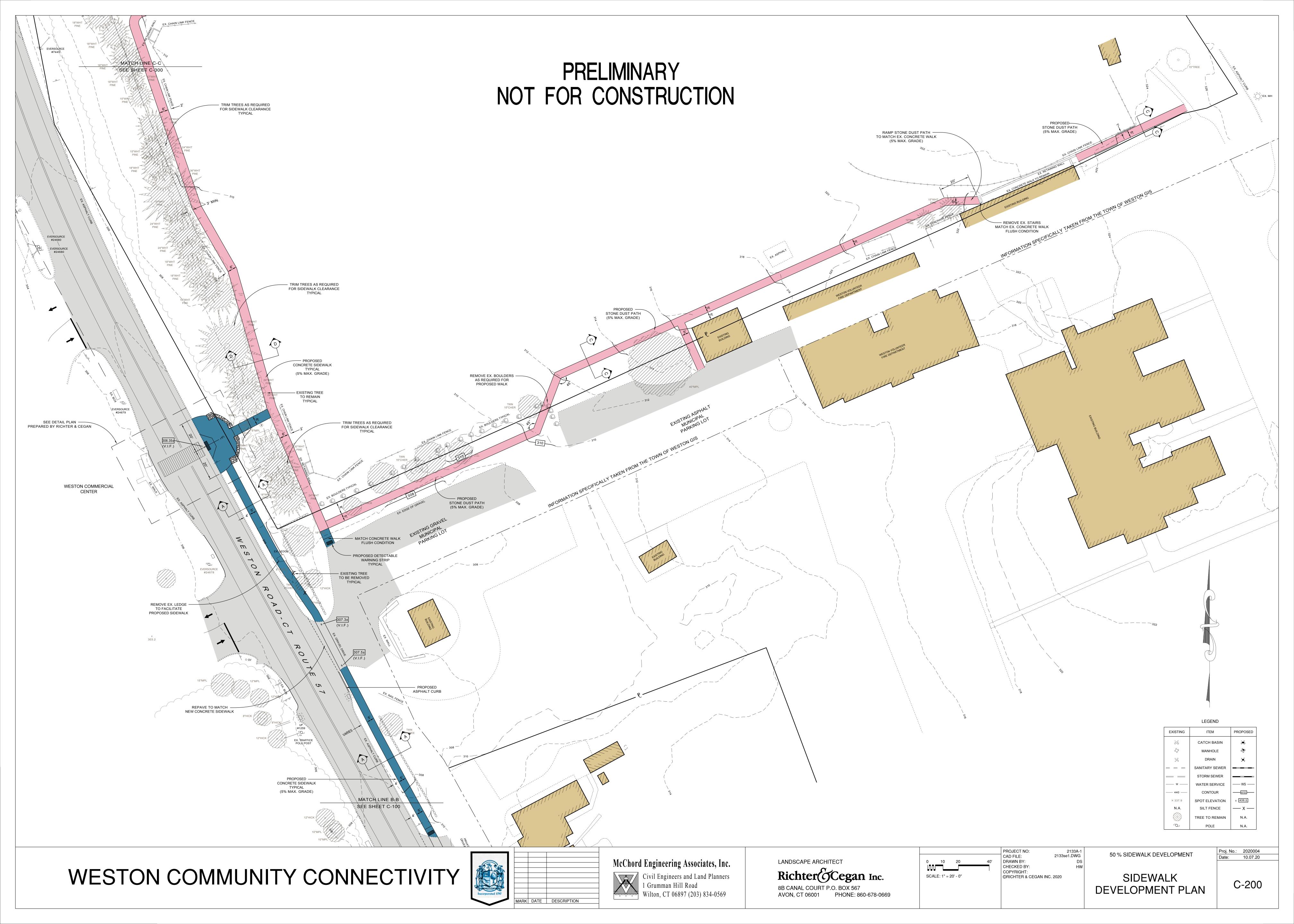
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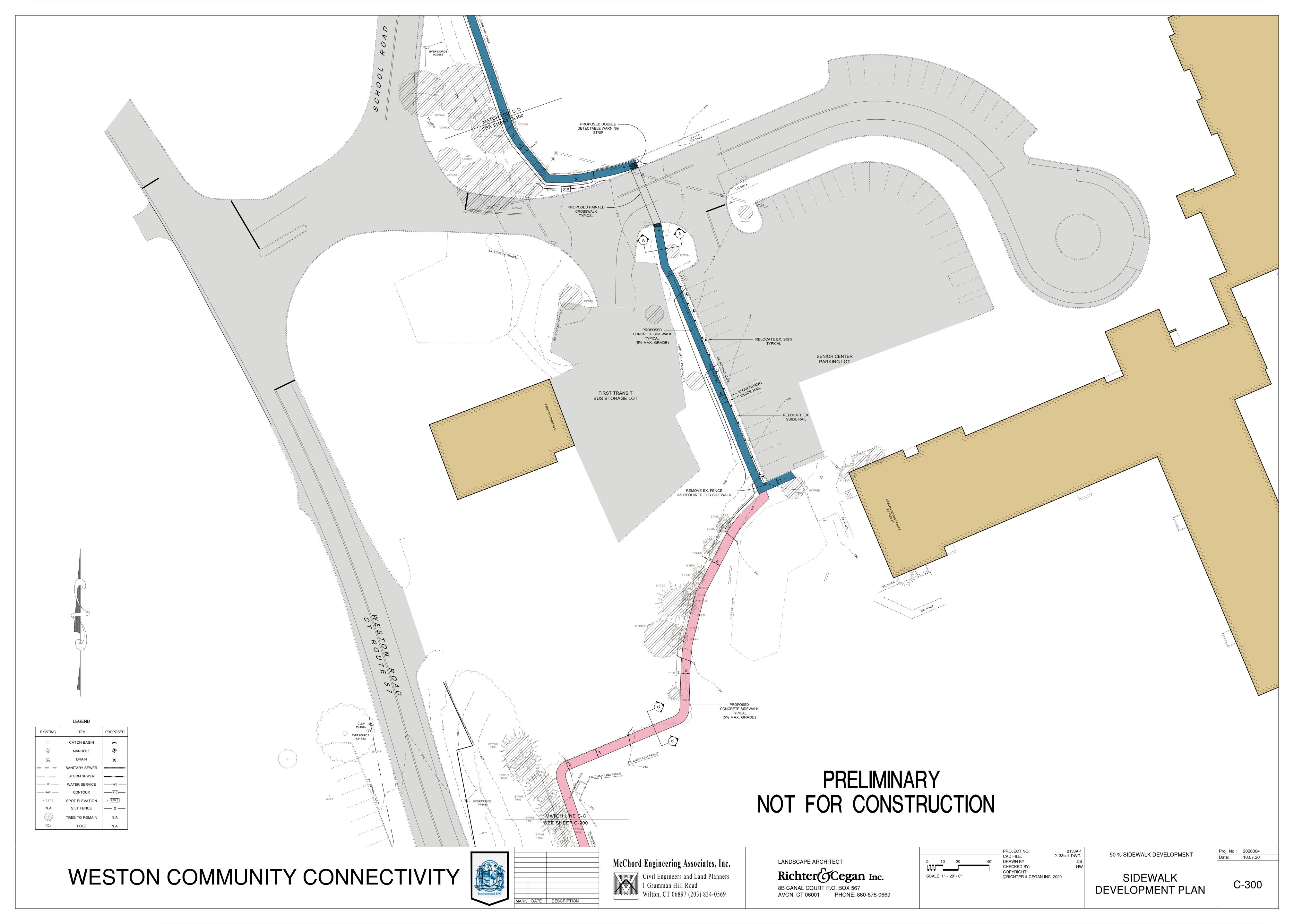
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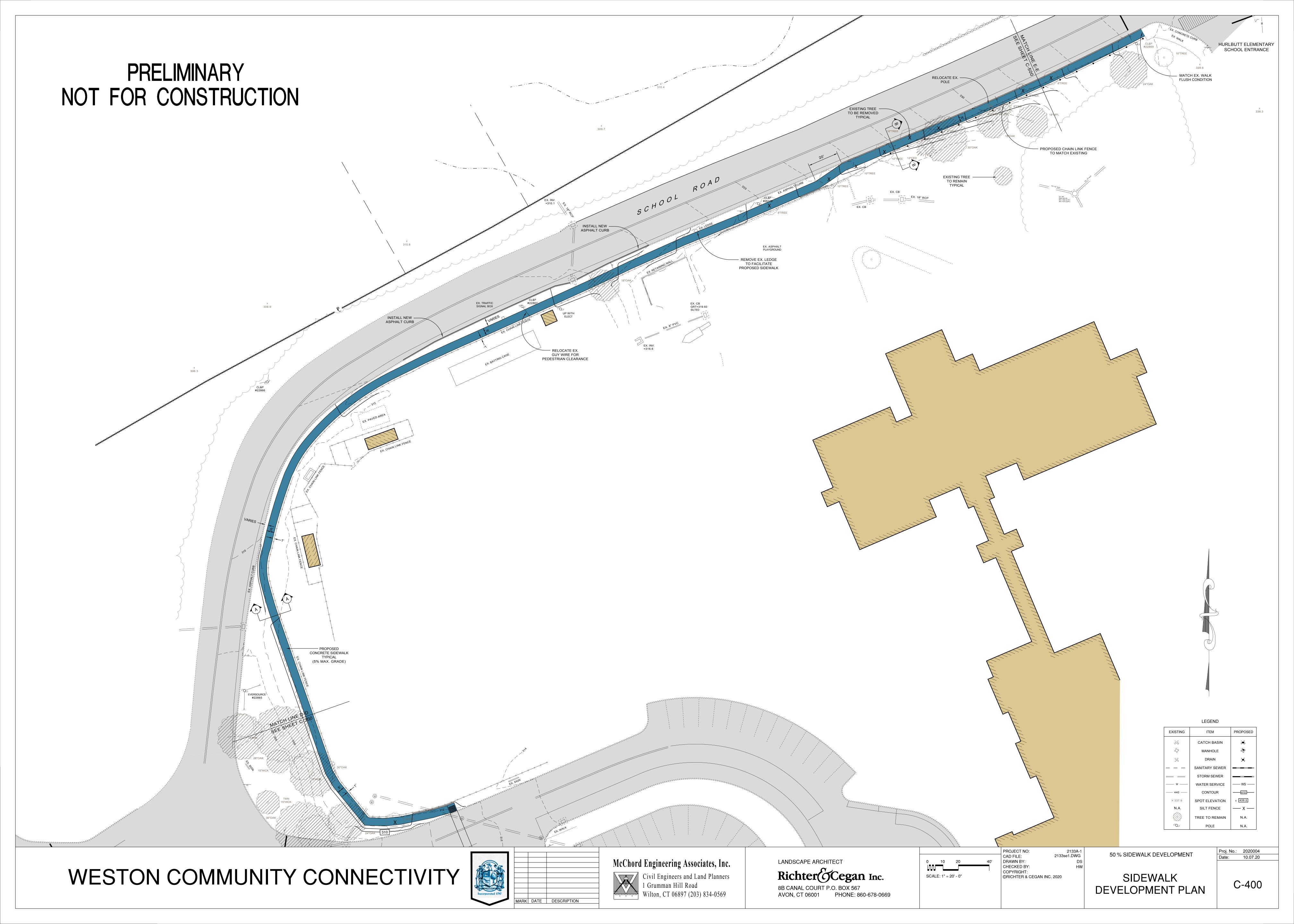
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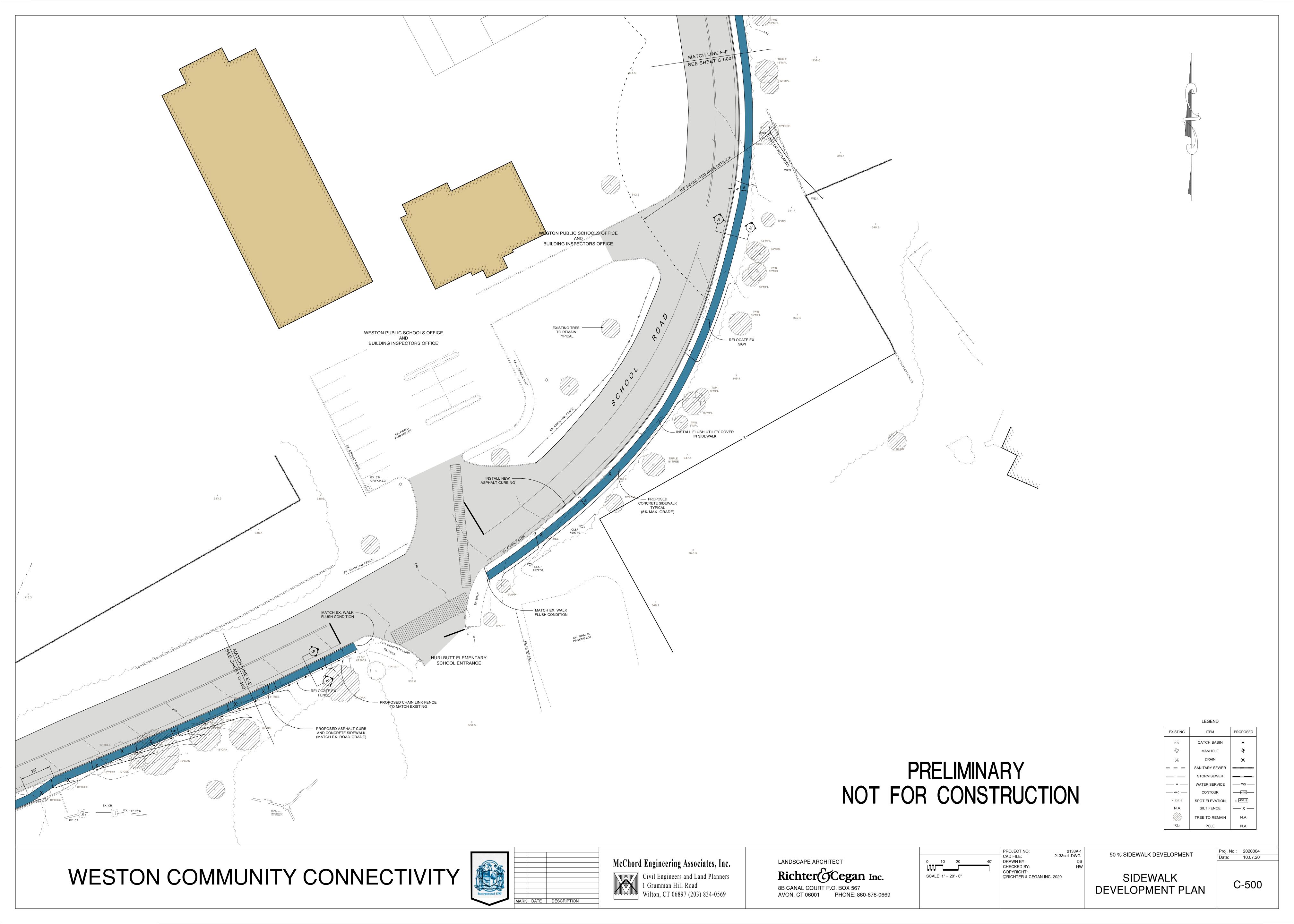
SIDEWALK DEVELOPMENT PLAN

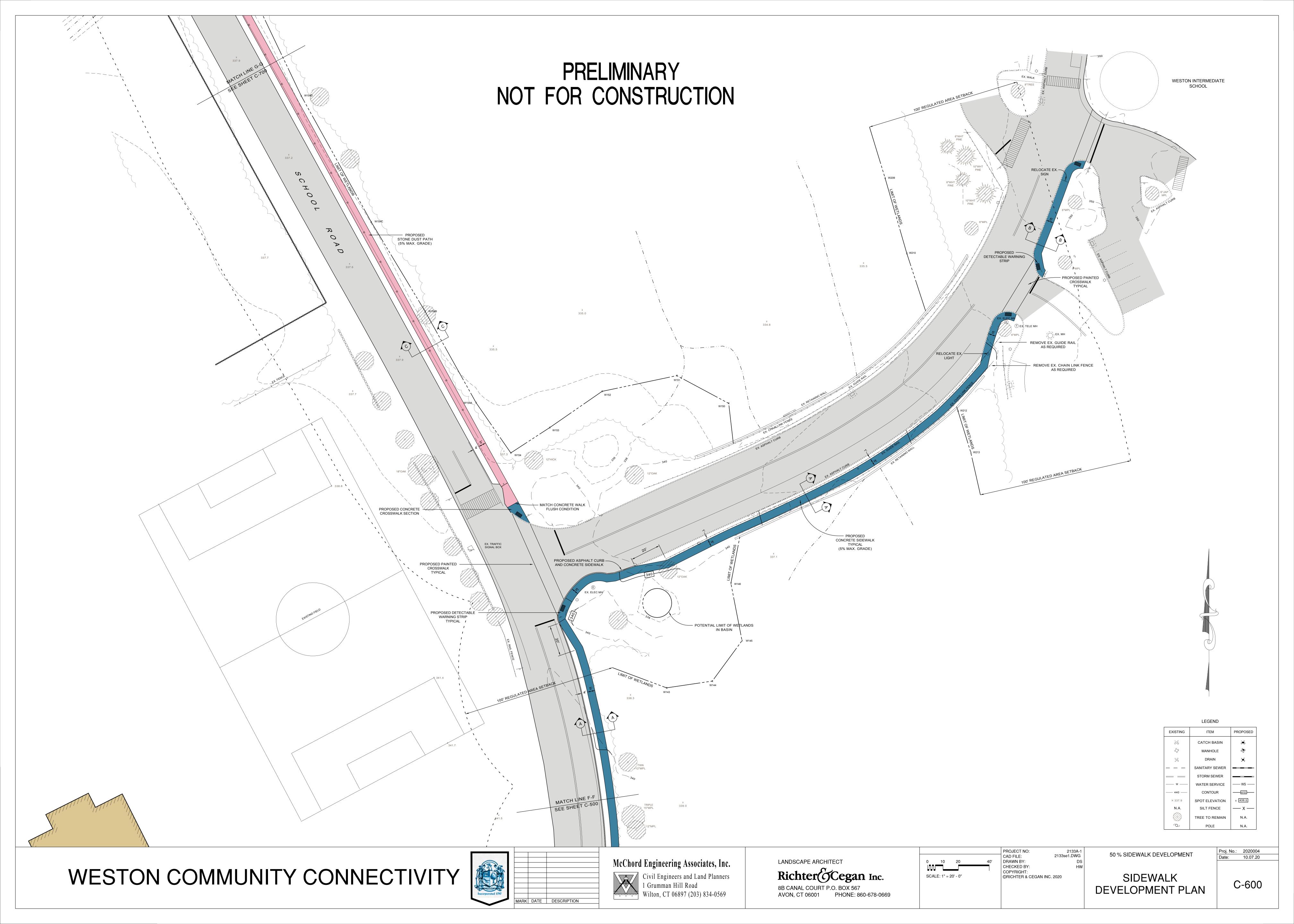
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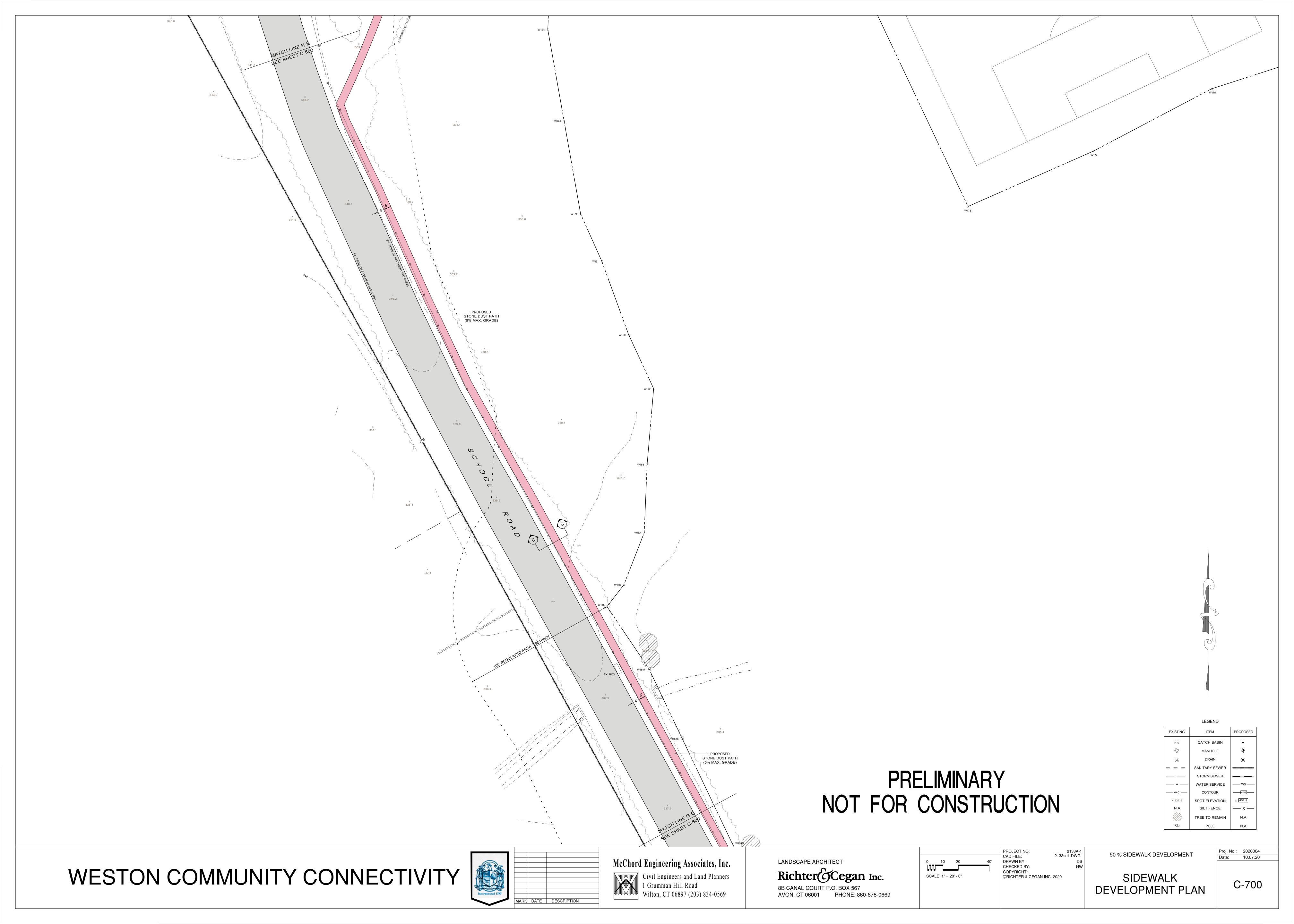


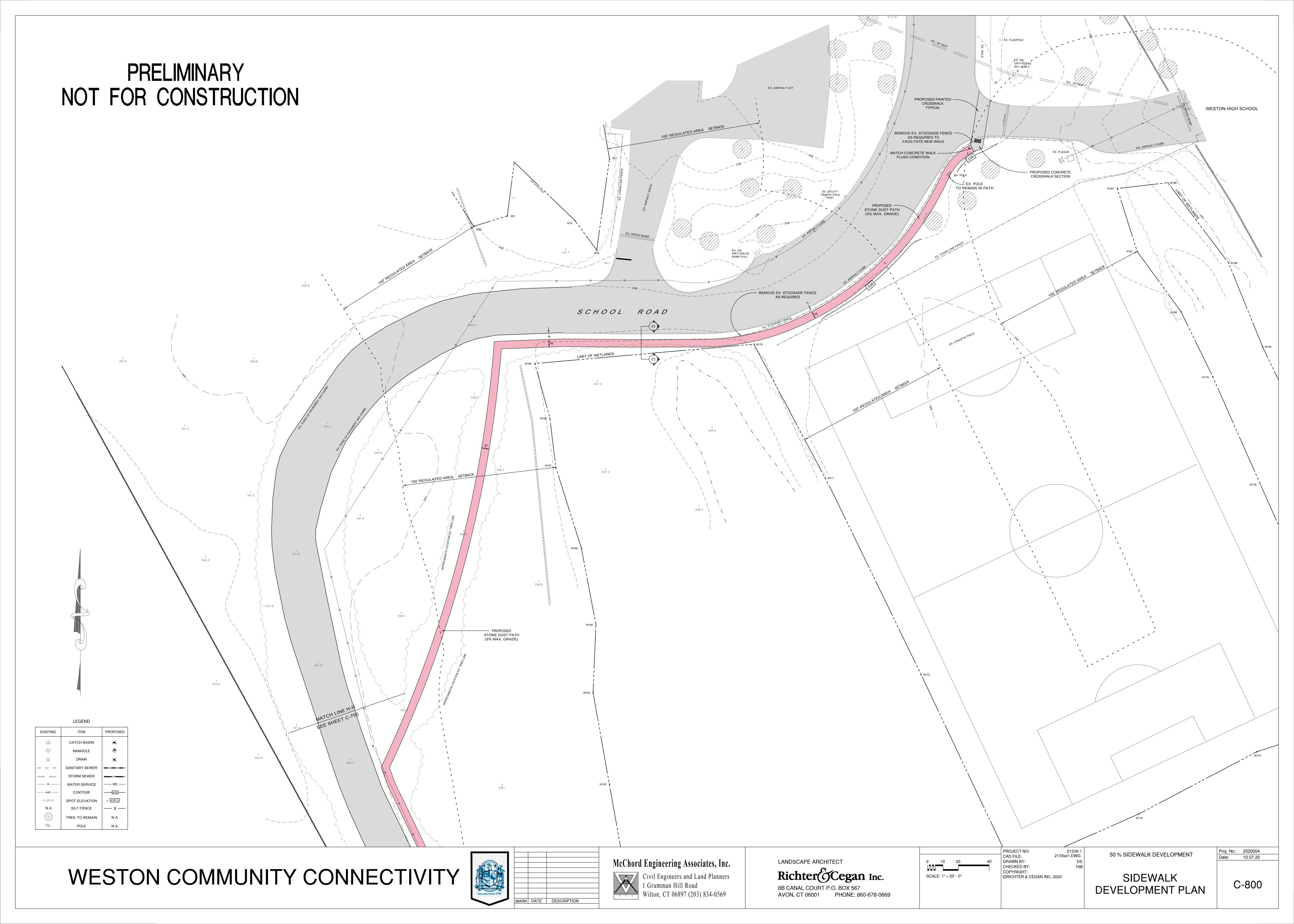












Item 6 Discussion/ decision to establish a public hearing on the proposed Community Connectivity sidewalk project on November 19, 2020 at 7:30 pm: I move to establish a public hearing on the proposed Community Connectivity sidewalk project on November 19, 2020 at 7:30 pm.

Item 7 Update regarding the storm Isaias response: **No motion**

STATE OF CONNECTICUT PUBLIC UTILITIES REGULATORY AUTHORITY

PURA INVESTIGATION INTO ELECTRIC ; DOCKET NO. 20-08-03

DISTRIBUTION COMPANY'S :

PREPARATION AND RESPONSE TO :

TROPICAL STORM ISAIAS : NOVEMBER 3, 2020

PUBLIC COMMENT ON BEHALF OF THE TOWN OF WESTON REGARDING EVERSOURCE'S INADEQUATE PREPARATION AND RESPONSE TO TROPICAL STROM ISAIAS

The Town of Weston would first like to thank Chairman Gillett and all the members of the Committee for pursuing this vital open discussion relating to critical lifesaving infrastructure maintenance and operations.

While we acknowledge that the extensive damage from Tropical Storm Isaias severely impacted the region, we observed multiple events on the ground that lead us to believe that there is substantial room for improvement in Eversource's storm response and preparedness.

Some of the major breakdowns we experienced first-hand include:

- Failure of proper pre-deployment and allocation of make safe crews. In fact, we had some roads still completely blocked after 5 days.
- A catastrophic failure of the E911 system at Eversource caused them to lose most of our reported trouble spots, which crippled coordination and response efforts. This also required duplicative efforts from our Emergency Operations Center ("EOC") to ensure a proper response.
- Inadequate coordination and communication within the Eversource hierarchy. Liaisons, community reps, supervisors and repair crews appeared to not have common directions and frequently were at odds with each other.
- Repair priorities did not match town priorities. One glaring example was that our sole shelter/ comfort station location which is located on our school campus, that directly abuts our municipal and commercial districts remained de-electrified for over six days. This situation existed for several days after the municipal and commercial districts were energized, despite multiple entreaties to rectify and no visible physical electrical line impacts. As of this day, we have yet to receive an explanation of how this happened.
- We had roughly 3 dozen repair vehicles parked in our school lots for upwards of 8 hours, without deployment instructions and with no Eversource supervisor available.
- As reported elsewhere, our citizens were for a large part instructed to report outages online despite Eversource's systems being down. This resulted in unnecessary confusion, frustration and inevitably led to an increased burden on our over-taxed emergency response communication staff.
- While our dedicated community liaisons worked to answer questions and respond to our needs it was glaringly obvious that they were not provided actionable information from the Eversource command center. This greater hampered our ability to respond locally and communicate with our residents, ultimately leading to greater frustration.

- There were crews from many regions in the country deployed to Weston. Unfortunately, they all had conflicting information and were unable to effectively coordinate between one another. This resulted in lengthy and unnecessary delays.
- Eversource did not provide Weston with any make safe crews for over 36 hours. After 24 hours without a single crew in town, Eversource contacted our EOC and stated they would provide 2 crews at 9:00 PM as long as we could commit DPW resources to assist. We agree to the terms, held our DPW crews over and requested the Eversource resources. At 11:00 PM, Eversource contacted our EOC to inform us that we would not be provided any crews for the night. This prompted our immediate request for the assistance of the CT National Guard. It should be noted that the Eversource Supervisor on scene did not support the decision to have the National Guard assist in our response and was less than cooperative.

As a result of these problems, we believe that Weston citizens were put in a situation of unnecessary risk and were forced to endure avoidable frustration and hardship that must be addressed promptly. At a minimum, we would ask PURA to consider the following remedies:

- 1. Deploy make safe crews to municipalities prior to significant weather event arrival, so that work can begin as soon as weather permits.
- 2. Provide enhanced training and support for the community Liaison program.
- 3. Provide broader and deeper operational data/information to municipalities and community liaisons to ensure proper coordination with town resources. Transparency and timely/ accurate information are critical.
- 4. Enhance investment in online remote reporting including scalable phone, text and web notification and logging.
- 5. Enact a system to escalate concerns to priority status when they are not being addressed in a timely reasonable way and provide a credible public safety threat.

Thank you again for taking time to consider these very modest but necessary requests.

Chris Spaulding First Selectman Item 8 Update on the EMS / Police / Town Hall renovation project: **No motion.**

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Item 9 Discussion/ Decision to authorize the First Selectman to enter into an agreement with Municipal Tax Services LLC to encourage vehicle registration compliance: I move to authorize the First Selectman to enter into an agreement with Municipal Tax Services LLC to encourage vehicle registration compliance

----- Forwarded message -----

From: Carl DeProfio < CarlD@municipaltaxservices.com >

Date: Fri, Oct 16, 2020 at 8:35 AM

Subject: RE: Quick question

To: Jonathan Luiz < jluiz@westonct.gov>

Stamford, Waterbury, Hartford, Bethel and New Milford.

From: Jonathan Luiz [mailto:jluiz@westonct.gov]

Sent: Friday, October 16, 2020 8:19 AM

To: Carl DeProfio

Cc: andrew@municipaltaxservices.com

Subject: Re: Quick question

Thanks. Would you please provide me a list of the communities in Connecticut that you currently serve?

On Fri, Oct 16, 2020 at 6:48 AM Carl DeProfio < <u>CarlD@municipaltaxservices.com</u>> wrote: Good morning Jonathan,

Our fee is results based. We do not receive payment until the municipality actually collects the tax revenue from the taxpayer. If the municipality does not collect the revenue from a taxpayer then we are not paid for that case. The municipality bears the mailing costs for the correspondence sent out under their name and we charge a, one time, \$50 per vehicle fee (which is added to the tax bill) plus 50% of the revenue for each tax year pursued. Once the vehicle is on the Town's Grand List for subsequent years we receive nothing and the Town realizes 100% of the revenue.

Carl

AGREEMENT BY AND BETWEEN THE TOWN OF (NAME OF MUNICIPALITY) AND MUNICIPAL TAX SERVICES, LLC FOR PROFESSIONAL SERVICES

This Agreement, effective on the date signed by the First Selectman ("the effective date"), is by and between the Town of (Name of Municipality) ("the Town"), a Municipal Corporation with offices at (Street Address), (Name of Municipality), Connecticut (Zip Code), acting herein by (Name of Governing Official), duly authorized and Municipal Tax Services, LLC ("the Contractor"), a Connecticut limited liability company, with offices at 120 Long Hill Cross Road, Shelton, CT 06484, acting herein by Carl M. DeProfio, a Member, duly authorized.

WITNESSETH THAT:

WHEREAS, the Town has determined that it needs the services of an outside contractor to assist the Assessor's Office in locating and identifying the owners of registered and unregistered motor vehicles located in the Town of (Name of Municipality) and who have failed to report such property as required, and

WHEREAS, the Contractor submitted its qualifications to the Town; and

WHEREAS, the Town has selected the Contractor and the Contractor has agreed to perform the services for the terms and conditions set forth herein:

NOW THEREFORE, the Town and the Contractor hereby agree as follows:

SECTION I: ENGAGEMENT

- The Town hereby engages the Contractor and the Contractor hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein for a period of one (1) year from the effective date plus two (2) one (1) year options to renew said agreement.
- 102. The person in charge of administering the services described under this Agreement on behalf of the Town shall be the Town's Tax Assessor, or such other person that the (First Selectman/Mayor) shall designate in writing.
- 103. The person responsible for the services to be performed by the Contractor shall be Carl M. DeProfio, or such other qualified person as is designated in writing by the Contractor and accepted by the Town.

SECTION 2: SCOPE OF SERVICES

- 201. The Contractor shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by the Town. The Contractor warrants that it will perform services under this Agreement in good faith, with qualified personnel in a competent and workmanlike manner. The Contractor shall make such revisions or modifications to its work, at its own expense, as may be required by the Town. However, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Contractor, herein.
- 202. The Contractor shall perform its obligations under this Agreement and conduct its investigation impartially without regard for the race, color, national original, religion, ethnicity, gender or immigration status of any potential tax payer.

- All reports, and documents prepared by the Contractor under this Agreement shall be submitted to the Town for review and approval. The Town shall review and respond to materials submitted by the Contractor within thirty (30) calendar days.
- 204. In performing the services required under this Agreement, the Contractor shall consult with the Assessor's Office and shall meet as appropriate, with other Town employees or officials and with other persons or entities, as necessary, including state and federal officials.
- The Contractor will assist the Town in the identification and investigation of motor vehicles that are registered or unregistered and which are owned or used by (Name of Municipality) residents that are subject to local property taxes under the criteria established in the Connecticut General Statutes. The Contractor will perform the following services:
 - A. Gather the raw data crucial to the overall process
 - B. Manage the process used to screen the data gathered.
 - C. After screening the raw data, the Contractor will:
 - 1) Collect, investigate and develop sufficient evidence to establish a prima facie case, subject to the Assessor's criterion established prior to the commencement of the program, upon which the Assessor can legally proceed.
 - 2) Prepare letters for correspondence to the potential taxpayer on behalf of the Assessor.
 - a. Receive all phone inquiries from potential taxpayers or their legal representatives responding to the aforementioned correspondence and discuss the particulars of their respective case and provide explanations of the tax laws that apply in each case.
 - b. Receive all correspondence from the potential taxpayer or their legal representative in support of any and all claims offered as rebuttal arguments.
 - c. Investigate all the facts presented in the rebuttal arguments and prepare responses for the Assessor.
 - d. Prepare a Certificate of Correction for the Assessor once it has been determined that the property should be assessed. The completed Certificate will then be forwarded to the Assessor for action.
 - 3) Provide investigative support at all levels of the process including but not limited to:
 - a. Address updates of the property owners for collection purposes.
 - b. Further investigation if requested by the Assessor or the Office of the Town Attorney.
 - c. Investigative support to the Town Attorney for the purpose of prosecuting such owners and /or assisting in legal action relative to the taxation of the property identified under this Agreement.
 - d. Testimony, if required, at all levels of the Appeals process.
 - 4) Act as the custodian of the investigative files developed with respect to any property or its owner and preserve and maintain such files in conformance with contractual obligations with the Town and in accordance with requirements of the Connecticut Freedom of Information Act.

206. Contractor shall not send correspondence, under its signature, to any vehicle owner identified under the terms of this agreement. The Contractor shall not assess or collect any taxes.

2

SECTION 3: OBLIGATIONS OF THE TOWN

- 301. The Town will provide the Contractor with all documents, data, and other materials appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement including but not limited to Connecticut Motor Vehicle Registration information.
- The Town agrees to process all Certificates of Correction within thirty (30) days of receipt from the Contractor.

SECTION 4: TERMINATION

- This Agreement may be terminated for cause by either party upon sixty (60) days notice to the other in writing ("termination date"), provided that the parties shall fulfill their respective obligations with respect to any property identified as taxable prior to such termination
- 402. Upon notification, the Town agrees to process all Certificates of Correction provided to the Town prior to the termination date in accordance with section 302 of this Agreement.
- ln the event the Town gives such notification, the Town agrees to pay the Contractor for all amounts billed to taxpayers as a result of the services provided under this agreement within sixty (60) days following the effective date of termination.
 - a. Statutorily imposed interest charges on the amount of tax due will be imputed to the later of the termination date or the date the last bill resulting from the services performed by the Contractor is processed. Interest will be calculated at the statutorily set rate of 1.5% per month or 18% annually with a minimum charge of \$2.00 per bill.
 - b. Such amount will be determined based upon a future collection rate of 95% of the amounts billed as of the date of termination or the date the last bill resulting from the services performed by the Contractor is processed, whichever is later.
 - c. Payments received after sixty (60) days will be subject to interest charged at a rate of 1% per month or an annual rate of 12% compounded monthly.
 - d. Payments received after ninety (90) days will be subject to an additional charge of 10% of the balance due the contractor. This additional charge will be assessed on the first day of each thirty (30) calendar day period in which payment is not received, not to exceed 60%.
- 404. In the event the Contractor gives such notification, the Contractor agrees to process all information accumulated to date and provide the Town with a status report of each outstanding file within sixty (60) days of the termination date. For those files that are complete, the Contractor agrees to provide the Town with Certificates of Correction within thirty (30) days from the termination date.
- 405. If such notification is given by the Contractor as a result of the Town violating any Section of this Agreement, the provisions of Section 403 will apply instead of Section 404.
- 406. If such notification is given by the Town as a result of the Contractor violating any Section of this Agreement, the provisions of Section 403 will not apply. Compensation for services rendered will be in accordance with Section 5 of this Agreement.

SECTION 5: COMPENSATION & AUDIT

- 501. The compensation payable to the Contractor for providing the aforementioned service will be determined as follows:
 - A. The compensation with respect to motor vehicle investigations will be 50% of the total taxes, penalties and interest <u>collected</u> for the current tax year and any previous tax years billed plus a \$50.00 fee, for each identified vehicle.
 - B. The Town of (Name of Municipality) shall not be obligated to compensate the Contractor until the actual receipt of monies from the taxpayer takes place unless Section 4 of this

agreement applies. For purposes of this Agreement, said fee and compensation, due to the Contractor shall be dispersed to the Contractor within thirty (30) days after the close of the calendar month in which such amounts are collected by the Town. Any sums received from taxpayers whether said sums are in full or partial payment of all sums due for each vehicle shall be dispersed to the Contractor utilizing the formula and time schedule set forth in this section.

- C. Amounts not paid in accordance with subsection B of this section will be subject to interest at a rate of 12% per annum, compounded monthly.
- D. The Town of (Name of Municipality) agrees to provide to the Contractor a monthly accounting of receipts under this Agreement by the tenth (10th) day of the following calendar month in which the collection occurs. Should the 10th day fall on a Saturday, Sunday or holiday, such accounting will be due the next business day.
- 502. Compensation provided for under this Section, constitutes full and complete payment for all costs assumed by the Contractor in performance of this Agreement. It includes but is not limited to salaries, consultant fees, costs of materials and supplies, printing and reproduction, meetings, consultations, presentations, travel expenses, telephone, clerical expenses, and all similar expenses. The Town shall reimburse no costs other than, as provided for in this Section. The Town shall assume responsibility for mailing costs associated with correspondence under its signature.
- 503. No contract for employment is intended or implied by this Agreement and no fringe benefits will be paid to the Contractor hereunder. It is intended that the Contractor's relationship to the Town be that of independent Contractor.
- 504. The Contractor will be responsible for the cost of advertising, soliciting, database management and other expenses under the direct control of the Contractor.
- 505. The Contractor may conduct audits of all payments made by the Town relative to vehicles identified by the Contractor. In the event the audit reveals an error in payment to the Contractor in favor of the contractor or the Town, the Contractor will notify the appropriate Town official(s) and request a review and verification of the items discovered through the audit process. The Town agrees to respond to all such requests within thirty (30) calendar days and make the appropriate adjustments. If any sums are due to the Contractor then the payment and time schedule set forth in this section shall apply. If errors are found in favor of the Town then those sums shall be withheld from future payments to the Contractor until such time that the audit errors are satisfied.

SECTION 6: INSURANCE AND INDEMNIFICATION

The Contractor shall secure and maintain, for the duration of this Contract, including any supplements hereto, the following minimum insurance coverage at no cost to the Town. The Contractor shall provide the Town with <u>Certificates of Insurance</u> evidencing the following coverage and naming the Town as an additional insured. The Contractor will endeavor to provide a thirty (30) day notice (to the Town) prior to the cancellation of any insurance.

A. Professional Liability Insurance

Professional Liability (also known as errors and omissions) – Insurance providing coverage to the Contractor in the amount of One Million (\$1,000,000.00) each claim with an aggregate limit of Two Million (\$2,000,000.00) dollars.

B. Workers' Compensation Insurance

Adequate and statutory insurance to protect the Contractor from claims under Worker's Compensation Acts arising out of or connected with the performance of its services under this Contract. Currently our policy provides Employer Liability Insurance as follows:

I. Bodily injury by accident: \$100,000 Each Accident
II. Bodily injury by disease: \$100,000 Each Employee
III. Bodily injury by disease: \$500,000 Policy Limit

C. General Liability

The contractor shall maintain General Liability Insurance providing coverage to the Contractor as follows:

General Aggregate: \$2,000,000.00
Products & Completed Operations Aggregate: \$2,000,000.00
Personal & Advertising Injury- each occurrence: \$1,000,000.00
Damage to rented Premises – each occurrence: \$500,000.00
Bodily Injury & Property Damage (Any one occurrence) \$1,000,000.00

E. Automobile Insurance

MTS maintains Commercial Automobile Insurance covering all motor vehicles including owned, non-owned, hired or borrowed used by the company in connection with municipal contracts, including supplements thereto, in the following amounts:

Liability in the amount of One Million (\$1,000,000.00) dollars combined single limit for Bodily Injury and Property Damage as well as Uninsured/Underinsured motorist coverage.

- The Contractor covenants and agrees and shall at all times indemnify, protect and save harmless the Town from and against all costs and expense resulting from any and all losses, damages detriments, claims demand, cost and charges including attorneys fees the Town may directly or indirectly suffer, sustain or be subjected to as a result of the work performed pursuant to this Agreement whether such losses and damages be suffered or sustained by the Town directly or by its employees, licensees or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town liable therefore.
- 603. The Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986 effective as of June 6, 1987, which Act makes unlawful the hiring for employment or subcontracting of individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town harmless for the failure of the Contractor to comply with the provisions of said Act.
- 604. Subsection "602" of this section entitled "Insurance and Indemnification" shall not require the Contractor to indemnify the Town for costs relating to claims against the Town that property identified pursuant to this Agreement has been illegally or wrongfully assessed for taxation purposes.

SECTION 7: TERMS AND CONDITIONS

- 701. In accordance with the terms and conditions of this Agreement and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the Town of (Name of Municipality).
- 702. In the event of a dispute, arising out of or relating to this Agreement, the parties agree to first mediate the dispute. The parties shall jointly select a mediator and the mediation shall be conducted by telephone conference and written submission. In the event the dispute is not resolved by mediation within thirty days of one party's written demand for the same, the parties agree to binding arbitration under the Commercial Rules of the American Arbitration Association. Each Party shall select a single arbitrator and the two arbitrators shall select a third arbitrator. The site of arbitration will be in (Name of Municipality), Connecticut and the arbitrators will be bound by the applicable law of the State of Connecticut. Any suit action, or proceeding against any party with respect to enforcement of an arbitration award shall be brought in the courts of Connecticut

- 703. The Town and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- This Agreement incorporates all the underwritings of the parties hereto, as to the matters contained herein, and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.
- 705. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected. Whereby, the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.
- 706. Any waiver of the terms and conditions of this Agreement by either party shall not be construed to be a waiver of any other term or condition of this Agreement.
- 707. The Town may, from time to time, make written request to the Contractor for changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the Town and the Contractor, shall be incorporated in written amendments executed by both parties to this Agreement.
- 708. References herein in the masculine gender shall also be construed to apply to the feminine gender.
- 709. Except as otherwise specifically provided for in this Agreement, whenever approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such items shall be effective and valid only upon written notice and signed by a duly authorized officer of the Town or the Contractor. Such written notice shall be delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Municipal Tax Services, LLC

PO Box 2254

Huntington, CT 06484-1254 Attention: Carl M. DeProfio

Town: Tax Assessor

Town of (Name of Municipality)

(Street Address)

(Name of Municipality), CT (Zip Code)

Date:

710. The Town of (Name of Municipality) agrees to comply with all reasonable requests of the Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

IN WITNESS WHEREOF, the parties have executed day and year first above written.	() counterparts of this Agreement as of the
WITNESSES	TOWN OF (NAME OF MUNICIPALITY)
,	(Name of Official) (Title) Duly Authorized

Approved As To Form	
Attorney, Office of Corporation Counsel	
WITNESSES	MUNICIPAL TAX SERVICES, LLC
	CARL M. DEPROFIO Member Duly Authorized
	Date:

Item 10 Discussion / decision to approve a meeting schedule for the Fiscal Year 21-22 Budget process: I move to approve a meeting schedule for the Fiscal Year 21-22 Budget process, as presented.

BUDGET REVIEW SCHEDULE 2021-22

Friday, November 20, 2020 – Budget package/forms sent to departments.

Monday, December 21, 2020 – Departments submit budget requests via email to Sara Beer at executiveassistant@westonct.gov by Noon. (Charter requires submission by January 14 of each year).

Tuesday January 5, 2021 thru Friday, January 8, 2021 – Departments meet with Town Administrator, Finance Director & First Selectman for a review of initial budget requests.

Monday, January 11, 2021 thru Thursday, January 14, 2021 – Departments selected for a call back meet with Town Administrator, Finance Director & First Selectman to review changes made to initial budget request.

Friday, January 29, 2021 – Board of Education transmits budget request to the Board of Selectmen. (Charter requires by February 3rd).

Wednesday, February 10, 2021 – First Selectman submits budget request to Board of Selectmen. (Charter requires by February 10th).

Tuesday, February 16, 2021, 7:30 pm – Board of Selectmen reviews Board of Education's budget request.

Tuesday, February 22, 2021, 7:30 p.m. – Board of Selectman reviews First Selectman's budget request

Thursday, February 25, 2020, 7:30 p.m. - Board of Selectman review Board of Education budget request (if necessary) and continue review of Board of Selectmen's request (if necessary). Board of Selectmen vote on and transmit First Selectman's and Board of Education budgets to Board of Finance. Board also nominates moderator for Annual Town Budget meeting. *Regular Board of Selectmen's meeting.

Monday, March 1, 2021- Deliver Budget Books to Board of Finance

Monday, March 8, 2021, 7:30 p.m. – Board of Finance reviews Board of Education's budget request.

Tuesday, March 9, 2021, 7:30 p.m. – Board of Finance reviews Board of Education's budget request (if necessary).

Wednesday, March 10, 2021, 7:30 p.m. - Board of Finance reviews Board of Selectmen's budget request.

Thursday, March 11, 2021, 7:30 p.m. – Board of Finance reviews Board of Selectmen's budget request (if necessary).

Thursday, March 18, 2021 - Publish notice of public hearing on budget. (Charter requires 10 days prior to public hearing)

Tuesday, March 30, 2021, 8:00 p.m. – Board of Finance holds public hearing on budget request. Weston Middle School Library (Charter requires at least two weeks prior to annual budget meeting).

Wednesday March 31, 2021, 8:00 p.m. – Additional public hearing on budget request. Weston Middle School Library (if necessary).

Tuesday, April 6, 2021, 7:30 p.m. – Board of Finance budget deliberation meeting.

Thursday, April 8, 2021 – Publish and post notice of Annual Town Budget meeting. (Charter requires at least five days prior to meeting).

Wednesday, April 21, 2021, 8:00 p.m. - Annual Town Budget meeting. Weston High School Auditorium.

Saturday, May 1, 2021, 12pm to 8:00 pm - Proposed Referendum

Thursday May 6, 2021 – Board of Finance meets to set mill rate. *BOS meeting the same night

Item 11 Discussion/ decision to authorize the First Selectman to sign an agreement with Eastern Water for the operation of the Town's two public drinking water systems: I move to authorize the First Selectman to sign an agreement with Eastern Water for the operation of the Town's two public drinking water systems

WATER SYSTEM SOLUTIONS & DESIGN, INC.

740 Thomaston Road P. O. Box 180 Watertown CT 06795 Tel: 860-274-8853 Fax: 860-274-9648 watersyssol@msn.com

September 1, 2020

Jonathan Luiz

Weston Town Administrator

RE:

Water Systems Operating and Water Sampling Costs 2020-2022

Dear Jonathan,

As requested, we have studied and itemized the water testing costs, based on the current DPH water monitoring schedules as posted on the DPH website. Costs include all sampling, scheduling, transport, lab fees, reporting to the DPH as required, and filing. Please see the attached spreadsheets for detailed water testing required and associated costs, broken down as annual costs per system per year, 2020, 2021 and 2022.

For Operations and Sampling, base annual costs are as follows:

Weston Municipal System: PWS# CT1570132

•	Operations, weekly visits, \$200 per week	\$10,400/year
	Water Sampling, \$8755 2020 annual cost, \$3135 remaining Sep-Dec2020	\$3135 remains
•	Water Sampling, 2021 Complete year	\$9211/year
•	Water Sampling, 2022 Complete year	\$9790/year

Weston-Ravenwood System: PWS# CT1570011

•	Operations, weekly visits, \$200 per week	\$10,400/year
•	Water Sampling, \$6672 2020 annual cost, \$2376 remaining Sep-Dec2020 Water Sampling, 2021 Complete year Water Sampling, 2022 Complete year	\$2376/remains \$6672/year \$10,222/year

In addition, chemicals are required for chlorine treatment at both systems, pH control at Ravenwood, and phosphate treatment at both systems. We have no way to estimate this cost, since we do not have accurate data regarding present consumption of chemicals, nor do we have data on pH and chlorine targets, phosphate requirement, etc.

I have also attached a current Rates Schedule for any work required outside of the normal Operations weekly visit. Materials are billed out at 30% markup over cost. All non-routine work to be approved by Owner prior to work being done.

Please don't hesitate to contact us with any questions – we are available to begin on any work at your convenience.

Thank you again,

Ron W. Black President Chief Operator

Item 12 Discussion/decision to amend, pursuant to a request of Weston Fire/EMS, ordinance Section 179-8 concerning property tax abatements for Emergency Service Organization Members: I move to establish a public hearing on November 19, 2020 at 7:00 pm for the purpose of encouraging public comment on a proposed amendment to Weston Ordinance Section 179-8 concerning property tax abatements for Emergency Service Organization Members.

Article IV

Volunteer Emergency Service Organization Members

[Adopted 11-2-2000, effective 11-30-2000]

§ 179-13Death and disability

- § 179-8 Authority; abatement granted; limitations.
- § 179-9 **Definitions.**
- § 179-10 Points.
- § 179-11 Determination of abatement amount.
- § 179-12 Household abatement.
- § 179-13 Death and disability.
- § 179-14 Probationary emergency service volunteers.
- § 179-15 Other abatements.
- § 179-16 Interpretation.
- § 179-17 Certification.

§ 179-18 Effective date.

§ 179-8 Authority; abatement granted; limitations.

In accordance with Connecticut Public Act 99-272, Section 6, the Tax Collector's office shall provide a property tax abatement ("property tax abatement"), in an amount calculated as set forth below, to each individual who is, as of each determination date, an active emergency services volunteer and is otherwise eligible. Such abatement shall be applied, up to the whole thereof, to the first installment of tax due from the emergency services volunteer following the determination date, and any remaining balance thereof shall be applied to the second installment of tax due following the determination date. Such tax abatement shall in no event exceed such individual's total property tax payment liability or be construed to carry over from year to year. An emergency services volunteer who is delinquent in the payment of property tax shall not be eligible to receive an abatement hereunder.

[1]

Editor's Note: See § 12-81W of the Connecticut General Statutes.

§ 179-9 **Definitions.**

As used in this article, the following terms shall have the meanings indicated:

ACTIVE

Full and active membership, and good standing, in one or more of the emergency service organizations in accordance with the bylaws of such organization and possessing the appropriate certification to provide emergency services in accordance with the respective emergency service organization's bylaws and any applicable state or federal law. The term "active" shall specifically exclude any emergency service volunteers who are deemed probationary ("probationary emergency

service volunteers") in accordance with the respective emergency service organization's bylaws.

CALL

A bona fide response to a broadcast request issued from the Weston emergency dispatch office to an emergency incident and bona fide participation in a community service event utilizing emergency response apparatus.

DETERMINATION DATE

January 1 of each year.

EMERGENCY SERVICE ORGANIZATION

Includes the recognized EMS, fire rescue, and fire police organizations serving the Town of Weston.

EMERGENCY SERVICE VOLUNTEER

Includes any individual actively engaged in one or more of the emergency service organizations. In no event shall participation in more than one emergency service organization entitle an emergency service volunteer to a property tax abatement of more than \$1,000.

MEDICAL DISABILITY or MEDICALLY DISABLED

The inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration.

SENIOR OPERATIONAL AUTHORITY

The duly elected Chief or the EMS Operations Officer, as appropriate, of the Weston Volunteer Fire Department.

TOTAL CALLSTOTAL CALL Points

The aggregate of <u>call_ealls attendedpoints</u> between the determination date of the previous year and the determination date of the current year.

TOTAL PROPERTY TAX PAYMENT LIABILITY

The aggregate of all property tax, whether assessed against real or personal property, payable to the Town of Weston by an emergency service volunteer.

§ 179-10**Points.**

Total points ("total points") shall be the sum of points (each a "point") accumulated from the determination date of the previous year until the determination date of the current year. Points shall be assessed in accordance with the following table:

Type of Service	Points Assessed	
Call (as defined above) commencing between the hours of 6:00 a.m. and 6:00 p.m.	3	
Call (as defined above) commencing between the hours of 6:01 p.m. and 5:59 a.m.	<u>23</u>	
Monthly drill or meeting	1	
Weekly drill	1	
Possession of Fire Fighter I or II certification	10 each	
Possession of EMT certification	10	
Possession of HAZMAT Operational, MRT, MAST or DEFIB certification	5 each	
Each hour of training not otherwise recognized hereunder and approved in writing by the senior operational authority of the applicable emergency service organization		
Each year of active service	1	
Elective office (line or civil, fire or EMS) as set forth in the bylaws of the Weston Volunteer Fire Department	10	
Membership and participation in the group of EMS personnel which is scheduled to respond to emergency incidents during a certain period (e.g., night duty)		
Chairmanship of a standing committee as defined in the bylaws of the Weston Volunteer Fire Department	5 each	
Each Department-related community service event which is not otherwise a "call" and is approved in writing by the senior operational authority of the applicable emergency service organization	1	

§ 179-11Determination of abatement amount.

<u>A.</u> Entitlement to, and amount of, property tax abatement shall be determined in accordance with the following table:

Le	vel	Total Calls Call Points	Total Points	Amount of Property Tax Abatement
1	l	30 <u>75</u>	100 - <u>125</u> or more	\$1,000
2	2	20 <u>50</u>	75 to 99 <u>94</u>	\$750
3	}	10 25	50 to 74 <u>63</u>	\$500
4	ŀ	<u>60</u>	30 to 49 0	\$ 250 0

B. An emergency service volunteer must meet both the total call <u>points</u> and the total points requirement of a given level as set forth above in order to qualify for that level's amount of property tax abatement.

§ 179-12Household abatement.

<u>A.</u> In the event an active emergency service volunteer who is otherwise entitled to a property tax abatement lacks such amount in total property tax payment liability in his or her name, such individual's spouse, who is domiciled with him or her, whether or not such spouse is an active emergency service volunteer, shall be entitled to receive the balance up to such spouse's total property tax payment liability.

B. In the event an active emergency service volunteer entitled to a property tax abatement is domiciled with and is the spouse or child of another active emergency service volunteer entitled to a property tax abatement, each shall be entitled to the full amount to which he or she would otherwise be entitled.

§ 179-13 **Death and disability.**

A. Any emergency service volunteer having a medical disability who has been active for an aggregate of 30 or more years and who is active at the

determination date shall be entitled to the maximum property tax abatement of \$1,000.

- **B.** Any emergency service volunteer who has been medically disabled in the line of duty and has been active for an aggregate of five or more years shall be entitled to the maximum property tax abatement of \$1,000 for the remainder of his or her lifetime.
- <u>C.</u> The spouse of any emergency services volunteer who is killed in the line of duty shall be entitled to the maximum property tax abatement of \$1,000 for the remainder of his or her lifetime.

§ 179-14Probationary emergency service volunteers.

Probationary emergency service volunteers may accumulate points and calls but shall in no event be entitled to a property tax abatement unless he or she is active on the determination date and is otherwise eligible.

§ 179-15**Other abatements.**

This property tax abatement shall be in addition to and not a limitation of any other tax abatement, rebate, exemption, or other discount to which any emergency service volunteer may be entitled.

§ 179-16Interpretation.

Any disputes regarding the construction, interpretation, or administration of this article shall be resolved by a duly constituted meeting of the Weston Volunteer Fire Department Executive Committee and/or the EMS Executive Committee, as appropriate, its decision being subject to the review and approval of the Weston Board of Selectmen.

179 -17 - Special Circumstances -Extended Medical Leave
An active member who is on medical leave for a minimum of 6 months in a calendar year, will be allowed to maintain their Tax Abatement participation in the following year, at the next lower category from the current year
179-18 - Special Circumstances-Public Health Emergency

In the event of a Public Health Emergency The BOS has the authority to grant Fire and EMS active duty members a waiver on good standing, call points, and total points, as required by The Tax Abatement Ordinance.

§ 179-17 Certification. 179-19 - Certification

Certification of an active emergency service volunteer's eligibility hereunder shall be delivered to the Tax Collector's office on or before May 15 of each year by the Executive Committee of the Weston Volunteer Fire Department.

§ 179-18Effective date. 179-20 – Effective Date

This article shall take effect and shall be applicable to the tax installment due in July of the year 202101.

Item 13 Discussion / decision to approve a Board of Selectmen regular meeting schedule for 2021: I move to approve a Board of Selectmen regular meeting schedule for 2021, as presented.

Schedule of Selectmen's Meetings for 2021 which will be held at 7:30pm in the Town Hall Meeting room

Meetings are held on the 1st and 3rd Thursday of the month except where there is an *

January 7th and 21st

February 4th and 18th

March 4th and 18th

April 1st and 22nd* (spring break)

May 6th and 20th

June 3rd and 17th

July 1st and 15th (1st is Thursday before July 4th weekend)

August 5th and 19th

September 2nd and 16th

October 7th and 21st

November 4th and 18th

December 2nd and 16th

Item 14 Adjournment: I move to adjourn