

**Board of Selectmen
Regular Meeting Agenda
To be held January 21, 2021 at 7:30 PM
This meeting will be held virtually due to Covid-19**

Join Zoom Meeting: <https://us02web.zoom.us/j/83634353245?pwd=aDNjMW1wWVpUOXd6V1dHdHZ1azNHdz09>

Meeting ID: 836 3435 3245

Passcode: 969141

Dial by phone: 646 558 8656

1. Call to order
2. Pledge of Allegiance
3. Discussion with the Town Attorney about holding Special Town meetings and the annual budget vote
4. Discussion /Decision to change the name of the Diversity Committee to the Diversity Equity and Inclusion Advisory Committee, and to approve a proposed purpose statement
5. Discussion/decision to approve a Request for Proposals from the Facilities Optimization Committee
6. Discussion / decision to authorize the First Selectman to sign an agreement with Weston Fire/EMS that would provide health insurance benefits for eligible members of the department.
7. Interview Zach Lemle for the Weston Historic District Commission
8. Interview of Emily Lamond for appointment to the Economic Vitality Committee
9. Reappointment of Mark Harper as Animal Control Officer for a one year term to end December 31, 2021
10. Reappointment of Denise Hames as Town Assessor for a four year term to end December 31, 2024
11. Reappointment of John Pokorny as Fire Marshal for a two year team to end December 31, 2022
12. Request for a \$3,000 supplemental appropriation for the Marketing Committee for the creation of marketing materials
13. Request for a \$5,000 supplemental appropriation for an affordable housing study
14. Discussion/ Decision on sending a request to Devil's Den to re-open to the public
15. Discussion/ Decision to approve the minutes from the December 17, 2020 Board of Selectmen Regular Meeting
16. Approval of tax refunds
17. Adjournment

DRAFT MOTIONS for the 1/21 BOS Meeting

Item 1: Call to order – **No motion**

Item 2: Pledge of Allegiance – **No motion**

Item 3: Discussion with the Town Attorney about holding Special Town meetings and the annual budget vote – **No motion**



MEMORANDUM

To: Town of Weston Board of Selectmen
From: Ira W. Bloom, Esq.
Nicholas R. Bamonte, Esq.
Date: January 6, 2021
Re: Town Meeting Procedure under Executive Orders

This memorandum summarizes the current options for the Town to take certain actions¹ by holding a Town Meeting, or by bypassing a Town Meeting altogether, as required under the Governor's executive orders related to the COVID-19 pandemic. Overall, there are three options:

1. Hold an in-person Town Meeting as typically required under the Charter, but outdoors;
2. Hold a fully remote Town Meeting or hybrid in-person/remote Town Meeting; or
3. Bypass the Town Meeting and instead allow the Board of Selectmen to act independently.

Each option is briefly summarized below. To the extent possible, the typical procedure for town meetings under the Charter² would still apply to each option (i.e., appointment of a moderator, qualification of voters, etc.). The executive orders referenced below will remain in effect for the duration of the state-wide civil preparedness and public health emergencies through February 9, 2020, unless earlier modified or terminated by the Governor.

- 1. In-person, outdoor Town Meeting.** With the exception of last year's Annual Town Budget Meeting, the Governor's executive orders do not currently prohibit Town Meetings from occurring. Executive Order 9H, however, provides that the Town "shall consult with and take steps recommended by local or state public health officials to conduct such meetings in a manner that significantly reduces the risk of transmission of COVID-19." Therefore, certain measures must be taken to ensure compliance with any health and safety requirements advised by local or state public health officials, including the Governor's executive orders regarding masks and social distancing.
- 2. Fully remote or hybrid in-person/remote Town Meeting.** Executive Order 7B suspends all in-person, open meeting requirements pertaining to public meetings of a municipality and authorizes that such meetings occur "remotely by conference call, videoconference or other technology." However, all of the following conditions must be satisfied:
 - a. the public has the ability to view or listen to each meeting or proceeding in real time;
 - b. any such meeting is recorded or transcribed, and such recording or transcript is posted on the agency's website within seven (7) days of the meeting or proceeding, and made available within a reasonable time in the agency's office;

¹ Charter § 3.4 sets forth the actions typically requiring a Special Town Meeting for approval in the absence of the Governor's executive orders.

² See Charter § 3.3.

- c. the required notice and agenda for each meeting or proceeding is posted on the agency's website and shall include information about how the meeting will be conducted and how the public can access it;
- d. any materials relevant to matters on the agenda, including but not limited to materials related to specific applications, if applicable, must be submitted to the agency a minimum of twenty four (24) hours prior and posted to the agency's website for public inspection prior to, during, and after the meeting, and any exhibits to be submitted by members of the public shall, to the extent feasible, also be submitted to the agency a minimum of twenty-four (24) hours prior to the meeting and posted to the agency's website for public inspection prior to, during, and after the meeting; and
- e. all speakers taking part in any such meeting or proceeding shall clearly state their name and title, if applicable, before speaking on each occasion that they speak.

In addition, Executive order 9H clarified that any local legislative body may hold a public meeting “that provides for remote participation in its entirety, or for remote participation in conjunction with an in-person meeting” (a “hybrid meeting”). The Order further provides that:

- a. Remote participation must include the opportunity to offer public comment, if otherwise generally permitted at such meetings, and the ability of electors or qualified voters to vote, if eligible pursuant to state statute, municipal charter, or other applicable legal authority, at any meeting, annual town meeting or special town meeting.
- b. No member of any local legislative body shall be denied the opportunity to participate and vote in any meeting or proceeding using remote technology if such member requests to do so.
- c. Hybrid meetings must allow at least some members of the public and press to attend in the same location as the officials conducting the meeting in a manner consistent with public health guidance for limiting the transmission of COVID-19.
- d. Remote and hybrid meetings must proceed in a manner as closely consistent with the applicable statutes, special acts, town charters, municipal ordinances, resolutions or procedures as possible, and in compliance with the open meeting provisions set forth in the Freedom of Information Act, as modified by Executive Order 7B.

3. Board of Selectmen action bypassing Town Meeting. The Governor’s executive orders authorize the Board of Selectmen to take several actions that the Town Meeting may or must typically consider under the Charter:

- a. Supplemental appropriations; tax anticipation notes; or general obligation bonds or notes. Executive Order 7S.
- b. Adopting or amending ordinances; approving or amending existing contracts or agreements; or optioning, acquiring, transferring, leasing, disposing of or selling any real or personal property of the Town. Executive Order 7JJ.
- c. Applying for or accepting any grants, funding, or gifts; approving bargaining agreements and legal settlements; transferring funds to or from capital or reserve accounts; investing funds pertaining to pensions, trusts, retirement programs or other postemployment benefit funds; or any financial actions required by a contract, agreement or court order. Executive Order 7CC.

Therefore, should the Board of Selectmen deem that circumstances would prevent a Town Meeting from safely occurring, the Board is authorized to bypass the Town Meeting altogether and take action on the above items itself, provided that certain findings are made on the record in accordance with the detailed requirements of the applicable executive orders.

Item 4: Discussion /Decision to change the name of the Diversity Committee to the Diversity Equity and Inclusion Advisory Committee, and to approve a proposed purpose statement – **I move to change the name of the Diversity Committee to the Diversity Equity and Inclusion Advisory Committee and to approve a proposed purpose statement.**

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**TOWN OF WESTON
DIVERSITY EQUITY & INCLUSION COMMITTEE
PURPOSE STATEMENT**

Mission: The mission of this committee is to create a culture of diversity, equity, and inclusion to ensure all community members are accepted, respected, and empowered to participate in the shaping of Weston.

Vision: We envision a Weston which proactively cultivates, develops and prioritizes an environment where differences are valued, individuals with diverse backgrounds feel a sense of belonging, and town practices, policies, public engagement, and community building align with a culture of inclusion.

We define Diversity, Equity & Inclusion as follows:

Diversity is defined as the entire range of human differences that includes, but is not limited to race, ethnicity, gender, gender identity and expression, sexual orientation, age, socioeconomic status, religious affiliation, and national origin. (Annie E Casey Foundation, 2020)

The concept of **Equity** is synonymous with fairness and justice. It is helpful to think of equity as not simply a desired state of affairs or a lofty value. To be achieved and sustained, equity needs to be thought of as a structural and systemic concept. (Annie E Casey Foundation, 2020)

Inclusion puts the concept of diversity into action by creating an environment of involvement, respect, and connection. More than simply diversity and numerical representation, inclusion involves authentic and empowered participation and a true sense of belonging. (Annie E Casey Foundation, 2020)

Strategic Directives: Weston's DEI Committee was appointed by the town Board of Selectmen in November 2020 and tasked with the following directives:

1. Recommend policies designed to improve and advance the recruitment and retention of employees and officials that are underrepresented, marginalized groups in Weston.
2. Create programs to foster awareness, build relationships, and actively address systemic and institutional racism.
3. Facilitate the increase in representation of diverse populations throughout the community and maintain a welcoming and affirming town environment.
4. Address other matters concerning Diversity, Equity, and Inclusion that provide a pathway to inclusive excellence throughout the Weston community.

Item 5: Discussion/decision to approve a Request for Proposals from the Facilities Optimization Committee – **I move to approve a Request for proposals for the Facilities Optimization Committee Project, as presented.**

DRAFT January 4, 2021
Redlined against the December 13, 2020 draft

Town of Weston, Connecticut

Request for Proposal

Facilities Optimization Committee
Project

1. PURPOSE

The Town of Weston, Connecticut (the “Town”), through its Facilities Optimization Committee (the “FOC”), is accepting proposals from qualified professional consulting firms (the “Consultant”) to provide professional services to the FOC related to the possible consolidation, expansion, closing, and/or renovation of Town educational facilities and certain Town administrative facilities, and the relocation of municipal and school staff offices located in those facilities. Interested Consultants shall possess extensive knowledge and experience in the fields of municipal facility planning, facility assessment, engineering and design, educational facility specifications and programming, cost estimation, and project financing and reimbursement. It is anticipated that the project will commence shortly after Consultant selection and contract execution. The estimated completion date will be late 3Q or 4Q, 2021.

2. OVERVIEW

The lead entity for this work will be the FOC. The FOC includes the Chairs of the Town’s Board of Finance, Board of Education and Planning & Zoning Commission, other representatives of these bodies, and members of the public at large. The selected Consultant will work with and under the general direction of the FOC and its Chairman, Rick Bertasi.

The FOC was formed to determine if it is possible to modify the footprint of the school and Town facilities to optimize lifetime costs (capital, facilities, operating expenses, other Board of Education staffing and expenses), improve the learning environment, create appropriate synergies for Town and school staff, and ensure consistency with the Town’s Plan of Conservation and Development. The FOC will provide its recommendations to the Town’s Board of Education, Board of Selectmen, and Board of Finance for use in decisions regarding the long-term use of school and Town facilities.

Educational Facilities Goals:

Roughly three quarters of the Town’s annual budget is allocated to the Board of Education’s needs. Accordingly, a critical focus of this project is to determine whether Town costs attributable to the Board of Education can be reduced or mitigated by decreasing the current four school buildings to three buildings and reallocating the grades and staff currently assigned to those four buildings accordingly.

The Town currently maintains the following four school buildings on one integrated campus:

- Weston High School (Grades 9-12)
- Weston Middle School (Grades 6-8)
- Weston Intermediate School (Grades 3-5)

- Hurlbutt Elementary School (Grades pre-K-2). (Hurlbutt also contains the Town's senior center.)

To date, the FOC has concluded that Weston High School and Weston Intermediate School should remain in place. It is considering whether the Town could reallocate students from the current configurations, use either Weston Middle School or Hurlbutt Elementary School as the surviving third school and achieve cost savings versus the current four-school configuration, without material negative impact to the current educational standards.

The two principal scenarios being considered currently are:

Close (and repurpose) Hurlbutt and house students in the remaining three schools in the following manner:

High School – Grades 9-12

Middle School – Grades 5-8

Intermediate School – Grades pre-K-4

2. Close (and, if possible, repurpose) the Middle School and house students in the remaining three schools in the following manner:

High School – Grades 9-12

Intermediate School – Grades 5-8

Hurlbutt – Grades pre-K-4

Based on current enrollment figures and projections, the FOC currently believes that it will not be possible to consolidate the four existing facilities into three facilities going forward without significant capital investment in one or more of the surviving facilities.

The FOC is prepared to consider alternative approaches to the above scenarios that might be identified by the Consultant.

Administrative Facilities Goals:

Additionally, this project will consider whether the Town's following administrative buildings can be reorganized with similar efficiencies in mind:

- Board of Education Central Office
- Annex (Containing Land Use, Social Services and certain School District Departments [PD]).
- Bus Depot (for school buses)
- Historic property known as "Jarvis". (Jarvis houses the Parks and Recreation Department, and is located in an Historic District)
- Town Hall (Also located in an Historic District)

The FOC has preliminarily determined that the Annex is approaching the end of its useful life. The Bus Depot should, if economically feasible, be repurposed and the buses moved to another location.

Relevant background studies and materials:

Background facility assessment documentation, which was completed in 2013 and 2017/18 by Silver Petrucelli Architects, and the most recent school enrollment projections, which were completed by Milone & MacBroom, are available on the Town website at the following links:

<https://westonps.org/district/facilities-3/feasibility-studies/>
[need 2013 SP and Milone links]

Any potential solutions within those documents have been considered to date by the FOC in the course of arriving at this RFP. Within the documents is substantial baseline information on the physical condition, maintenance and improvement opportunities, which the FOC will rely upon as it further considers the alternatives for the Town. The documents foresee a need to replace any end-of-life features of the schools, repair any deferred maintenance capital items and potentially modify the school configuration if supported by future changes in enrollment.

The 2020 Plan of Conservation and Development (the "POCD"), approved by the Town's Planning & Zoning Commission, is available for review on the Town website at the following link:

<http://www.westonct.gov/media/file/TownPlanFinal%2808-20-10%29ssnewpagenumbersize.pdf>

It should be noted that although the Town is exempt from regulation by its Planning & Zoning Commission, the POCD contemplates creation of an expanded commercial zone adjacent to Hurlbutt Elementary School on the school campus and recommends the repurposing of certain Town properties, and as such provides guidance for the FOC's consideration.

3. SCOPE OF SERVICES

A. Questions Presented and Analyses Required

- (i) Of critical importance to the study is the answer to the following question: Given school population trends and expectations, based on a high-level analysis, can the Town move from the four-school model currently utilized to a three-school model at a reasonable cost and timeline?
- (ii) If the answer to the preceding question is "yes," the Consultant shall assist the FOC in producing a School Facilities Restructuring Plan containing an analysis of alternatives, and preliminary designs and cost estimates, for facilities consolidation, expansion, closing, and/or

renovation, in order to move to a three-school model, as well as the Consultant's recommendations regarding the foregoing. This analysis shall include comparing the cost of moving to three schools with continuing the current four-school configuration in a 10 to 20-year timeframe.

- (iii) Regardless of the answer to Question (i) above, the Consultant shall develop a plan to optimize the Town's non-school facilities described above under "Administrative Facilities Goals," including placement of Town personnel within such facilities. If the answer to Question 1 is "yes," then that plan could include placing non-school Town employees in Hurlbutt Elementary School or Weston Middle School.
- (iv) Beyond modifications required to consolidate into three schools, are there facility enhancements, such as physical security, sustainability (e.g., carbon footprint, water and waste reductions), health and safety, daylight enhancements, MEP improvements or others that would be beneficial to conduct simultaneously with the required modifications to the schools or other Town facilities? And if so, at what cost/benefit?
- (v) Are there recommended renovations or alterations that would enhance students' 21st-Century learning environment?
- (vi) If your recommendation includes preserving Weston Middle School:
 - (x) Are there recommended renovations or alterations for improving (1) science classrooms, (2) performing arts spaces (Band, Orchestra, Chorus, Drama), (3) art classrooms, and (4) the Life Skills classroom area?
 - (y) What renovations or alterations would enhance the older F-wing, G-wing and H-wing general classrooms and hallways?
 - (z) What options are there for creating a culinary arts classroom?
- (vii) With respect to Weston High School, what renovations or alterations would enhance the remaining general classrooms in the D and E wings that were not updated in the last project circa 2014?

In (ii), (iii) and (iv) above, the Consultant shall account for probable hazardous materials abatement costs in proposed building renovations, based on facility age and any reports/data available from the Town.

In addition, the assessment of options needs to incorporate the potential timing for incurring additional capital investments, and the impact upon, and to be sensitive to, the financial situation of the Town. The Town's current debt service charges from previous school construction drop significantly beginning in the 2023-24 fiscal year

and are extinguished by the 2025-26 fiscal year, which will influence the Town's ability and willingness to incur additional capital expenditures prior to those dates.

B. Components of Consultant's Services

The final scope of the Consultant's services, including deliverables, is anticipated to be clarified once proposals are received and reviewed and a Consultant is selected. At this point, the FOC contemplates that the services may include at least the following components:

- (i) Review existing documentation and studies, and research existing conditions, to create a broad assessment of existing facilities, noting building condition and/or code deficiencies. Using this information, develop a baseline scenario outlining a 10 – 20 year continuation of the status quo in which all facilities are brought to and maintained in good repair. Note that development of detailed building condition assessments is not considered part of the scope of this project, but some buildings may need limited engineering review as an update to prior assessments. Any updates of prior assessments which the Consultant deems required should be specified in the response and priced as an alternate.
- (ii) Taking into account the prior studies, as reviewed pursuant to (i) above, assess the function, space needs, and programmatic needs of each school (excepting Weston High School), and department or function, including projected enrollment requirements, to determine building net and gross area requirements to meet those programmatic needs.
- (iii) Study alternative school layouts, building plans, or building modifications (including those cited in 2.A(iv) above), to determine if existing or alternative layouts of the current schools have the capacity to accommodate the proposed school changes. Analyze parking and access issues for the selected layout(s) taking into account property lines, setbacks, wetlands and any other relevant limitations.
- (iv) Based upon the foregoing, study alternative Town administrative space layouts, building plans, or building modifications, to determine if existing or alternative layouts of the current Town facilities, including any vacated from the foregoing, have the capacity to accommodate the proposed changes. Analyze parking and access issues for the selected layout(s).
- (v) Identify short-term swing space options to accommodate ongoing operations with no impact to educational delivery if possible, and minimal disruption while buildings are in construction and/or renovation
- (vi) Prepare a preliminary assessment of options that lists, for each option, the following: pros and cons of each alternative and physical feasibility of

each alternative. For the scenario(s) selected by the FOC for further analysis, prepare a projected cost (including design, construction and operating costs) of each alternative; effectiveness and benefits; relative importance/urgency of each of the identified needs; and comparison to the baseline scenario of the applicable current school and Town buildings, grade configurations and staff locations remaining in place.

- (vii) Recommend a preliminary project timeline or schedule from appropriation of funds through design, construction and phasing steps.
- (viii) Investigate and document potential funding sources available to the Town. These sources include but are not limited to eligibility for State reimbursements under various programs.
- (ix) Facilitate work/review meetings as necessary with the FOC and relevant Town Boards, the school administration and the Town Administrator, and provide project updates and/or recommendations throughout the project. Please specify minimum meeting expectations.
- (x) In coordination with the FOC, create and manage an efficient and effective public participation process, with a goal of achieving consensus among citizens of the Town relative to a long-term vision for the efficient and effective use of school and other municipal facilities, including but not limited to public meetings, digital and social media, mailings and assistance with the development of focused surveys.
- (xi) Review comparable information and data from DRG A schools, and other municipal or school systems of similar size or facing similar options, benchmark recommended options relative to such other districts in terms of efficient safe space utilization, and review said information with the FOC.
- (xii) Working with the FOC, integrate the above materials into a master Plan that will provide a framework for capital building projects with estimated project costs for the Town's Capital Plan. Prepare a Final Draft of the Plan and Executive Summary for presentation to the Board of Selectmen, the Board of Education and the Board of Finance in print and digital form, including a matrix of recommendations over the short, medium, and long term.

All recommendations must comply with the Town Charter, Board of Education policies and all relevant State and Federal requirements.

4. GENERAL

In order to be awarded this assignment, the selected Consultant must meet all State and Federal affirmative action and equal employment opportunity practices.

The Consultant shall obtain and maintain, at its sole expense, Professional Liability Insurance in a minimum amount of \$1,000,000. The Consultant shall also obtain and maintain, at the Consultant's sole expense, such insurance as will protect the Consultant from claims under Workers' Compensation and Comprehensive General Liability Insurance that will protect the Town from all claims of bodily injury, death or property damage which may arise from the performance by the Consultant or its employees in their functions and services to the Town. Limits of insurance shall be \$1,000,000 per occurrence, \$2,000,000 aggregate. Workers' Compensation shall be in accordance with Connecticut Statutes. The Consultant shall, within five (5) days after the Notice of Award date, provide proof of this insurance. The Town shall be listed as an additional insured.

After review of the responses to this Request for Proposal (RFP), the FOC will conduct interviews of those Consultants it identifies as potential candidates. The following factors will be evaluated and weighted appropriately in the selection process:

- Technical competence of the Consultant
- Consultant's experience on similar projects
- Consultant's qualifications and experience of its key personnel
- Reputation of the Consultant based on references
- Consultant's ability to schedule the project within the time constraints
- Evaluation of the fee proposal

This RFP is not a contract offer. The Town reserves the right to (1) reject any and all proposals, and to reject any part of any proposal; (2) waive any informalities in any and all proposals deemed not in the best interest of the Town; and (3) negotiate with any Consultant any amendments to the contract. The Town may choose to award separate contracts for work defined herein to individual Consultants, if deemed in its best interest.

It shall be understood that the award made by the Town shall be final and conclusive and without recourse or appeal by the remaining Consultants. The award of the contract, if made, will be made within [ninety (90) days] after opening of the proposals (the "Notice of Award"). The Town will not award the contract to any Consultant that is in arrears or in default to the Town with regard to any tax, debt, contract or any other obligation. [Does the Town ask for any litigation a firm is involved in?]

The selected Consultant will be expected to execute a standard contract for professional services, as proposed by the Town, within fifteen (15) days following the Notice of Award. The Notice of Award does not provide any rights to the Consultant and does not impose on the Town any obligations. The Town may

withdraw the award at any time, and for any reason, prior to the signing of the contract by the Town.

5. SUBMITTAL REQUIREMENTS

a) **Cover Letter:** Interested Consultants shall submit a cover letter addressed to Jonathan Luiz, Town Administrator, Weston Town Hall, 56 Norfield Road, Weston CT 06883, signed by an authorized principal or partner of the Consultant, which provides an overview of the Consultant's proposal (the "Proposal"), as well as the name, title, phone and fax numbers, and email address, of the person to whom questions concerning the Proposal may be directed. **[To the extent that the information requested below is duplicative of information previously provided by you as part of your response to the FOC's RFQ dated _____, 2020, such information need not be repeated in response to this RFP.]**

b) **History and Resumes:** The Consultant must include a brief history of the Consultant, including:
Size and organization;
Full legal name of the Consultant, including registered legal name if different;
Ownership, including whether the company is a qualified minority owned enterprise;
Presence in Connecticut and the surrounding States;
• Length of time the Consultant has been in business;
Products and services offered by the Consultant;
• Resumes for all professionals to be assigned to the project, including resumes of any subcontractors and all professional licenses held by relevant principals and employees of Consultant; and
• Identification of the lead project manager[, who shall be a Certified Planner by The American Institute of Certified Planners].

c) **Scope of Work:** The Consultant shall provide a detailed Scope of Work that outlines various services it will provide for the project. All services not specifically mentioned in this document, which are necessary to ensure that the purpose and scope are met, shall be included in the Proposal. The Proposal, project schedule and scope of work shall reflect the number of anticipated meetings with the FOC, public meetings, and a list of all deliverables.

d) **Experience and Ability to Perform:** The Consultant shall provide examples of previous work on similar projects to demonstrate the Consultant's understanding and familiarity with projects of this type, including providing a list of similar projects for comparable Connecticut communities that have been completed in the last five (5) years. Examples shall include adequate details that demonstrate the Consultant's ability to meet the requirements and purpose of the project. The Consultant also shall identify projects of a similar nature that required dispute resolution, such as litigation, arbitration or mediation, involving the Consultant, and describe briefly the matter giving rise to the need for resolution.

e) Project Approach: The Consultant shall outline a proposed approach to the project, including information on community outreach and methodologies, consensus building and innovative approaches to facility closing, expansion, consolidation and/or renovation, and consolidation of municipal and school offices. The Consultant shall also specify whether it would propose to work with any specialist firms on the project, and provide relevant examples under References below of how those firms would benefit the project.

f) References: The Consultant shall provide a list of [at least three (3) previous contracts] which are similar to the Town's purpose and scope of services, including:

- Dates of contract and duration;
 - Services performed and fees for services;
 - Names and contact information of the lead professional and other professionals who performed services for the contract, including the names and contact information of subcontractors;
 - Name, address, telephone numbers of clients who may be contacted for verification of information submitted;
- Statement as to whether projects were completed on time and within budget;
Rough cost parameters of the Consultant's services; and
Provide two industry references

g) Fees: The Consultant is requested to submit an estimated total cost for completion of the project. The fee proposal must include a breakdown of the fees, the allocated man hours and the anticipated completion dates of each major component as itemized in Section 3B. above, and a breakdown of any remaining tasks to be completed. Note that the specific reviews of Town administrative facilities and the bus depot are considered "add alternatives" which require price break outs such that these items may be included or excluded without impact to the balance of the scope and pricing.

6. SUBMISSION

All respondents shall provide written confirmation of their intent to respond no later than 4:00 PM on January 25, 2021 to [insert group email for Rick, Gayle and maybe Jonathan? This way we know who is intending to respond, and they only have to send one email at that time.]

All proposals and the information required for this project must be submitted in sealed envelopes, clearly identified as "RFP for Facilities Optimization Committee Project", labeled with the name and address of the proposing Consultant, must be in a clear, concise and legible manner so as to permit proper evaluation, and must be submitted with five (5) paper copies and one (1) CD or USB copy to Jonathan Luiz, Town Administrator, Weston Town Hall, 56 Norfield Road, Weston CT 06883, no later than 4:00 pm on [February 5, 2021], at which time the proposals will be

publicly opened. Proposals received prior to the time established herein for the receipt and opening of the same will be securely kept unopened. The Town officer whose duty it is to receive and open all proposals will decide when the specified time has arrived for the opening of same. No responsibility will be attached to any Town officer for premature opening of a proposal not properly addressed and identified.

Proposals submitted after 4:00 pm on [February 5, 2021], or not in accordance with these instructions will not be considered. Telegraphic or faxed proposals will not be considered. Any proposal may be withdrawn by a written, electronic or fax request received at least one hour prior to the hour fixed for opening the proposals. All costs incurred in the preparation and presentation of the Proposal shall be wholly absorbed by the Consultant. Any material submitted shall become the property of the Town and therefore shall be subject to disclosure and be available for review under the Freedom of Information Act.

[The Town may, before or after the public opening of bids and in its sole discretion, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any modifications or addendums to, termination of, or questions and responses regarding this RFP shall be posted on the Town's website at [INSERT]. Each respondent is responsible for periodically checking the Town's website.

7. POINT OF CONTACT

Any questions regarding this RFP shall be emailed prior to [DATE] to Rick Bertasi at RBertasi@westonct.gov. [add Gayle and Jonathan] Questions will not be accepted via phone.

[other Town requirements for RFPs?]

Item 6: Discussion / decision to authorize the First Selectman to sign an agreement with Weston Fire/EMS that would provide health insurance benefits for eligible members of the department.

– I move to authorize the First Selectman to sign an agreement with Weston Fire/EMS that would provide health insurance benefits for eligible members of the department.

**MAY 17, 2017 MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WESTON
AND THE WESTON VOLUNTEER FIRE DEPARTMENT, INC.**

WHEREAS, the Weston Volunteer Fire Department (the "WVFD") and the Weston Volunteer Emergency Medical Services (the "WEMS") (collectively, the "Department") are the sole providers of fire-rescue and emergency medical services to the residents of the Town of Weston, Connecticut ("Town"); and

WHEREAS, the Department is interested in maintaining and enhancing the services it provides to the Town; and

WHEREAS, for the WVFD to maintain and enhance the fire services it provides, requires securing and upgrading equipment used to provide fire services and retaining and recruiting qualified personnel; and

WHEREAS, the Town has an interest in assisting the WVFD in providing fire services; and

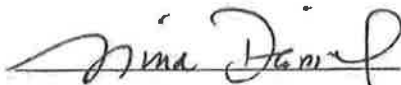
WHEREAS, the Department and the Town (collectively "Parties") are interested in entering into a Memorandum of Understanding ("MOU") setting forth the proposed terms and conditions of their agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Town agrees to cover the cost of repair for capital items and major equipment for the WVFD if the costs exceed the budgeted amount for equipment repair in the WVFD's annual budget allocation.
2. The WVFD will submit three years of actual expenses incurred from its Town budget for each line item in their budget at the requested time during the budget process. There will be no change in the process of operating budget review.
3. The Town agrees to provide health insurance to qualifying members of the Department as described in the document "Weston Volunteer Fire Department Medical Insurance Incentive Plan" dated May 17, 2017.
4. Effective July 1, 2017, the Town will no longer maintain a reserve account for unspent, budgeted health insurance dollars for the Department. The Town will retain any excess funds.
5. The Department agrees to cover the cost for repair, maintenance, or capital projects associated with Station 2 Fire House located on Lyons Plain Rd.

The undersigned have read and agree to with this MOU. The signatories are each authorized to act on behalf of their respective parties.

TOWN OF WESTON

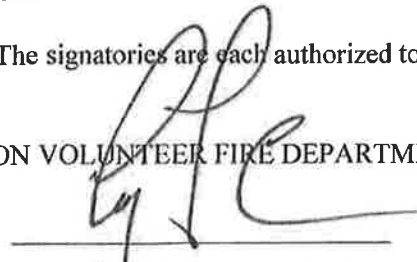


by Nina Daniel, First Selectman

duly authorized

May 24, 2017

WESTON VOLUNTEER FIRE DEPARTMENT, INC.



by Craig Cohen, President

duly authorized

May 24, 2017

**May 17, 2017 WESTON VOLUNTEER FIRE DEPARTMENT
MEDICAL INSURANCE INCENTIVE PLAN**

- (a) Preamble. The purpose of this document is to set down the specific requirements for members of the Weston Volunteer Fire Department Inc. (the “Department”) who wish to participate in the Medical Insurance Incentive Plan (the “Plan”) subsidized by the Town of Weston. The Plan is made available as an incentive for members to participate as fully as possible, and to attract additional qualified individuals to provide the Town with continuing emergency services.

The premium contribution of each individual participating in the Plan (each a “Plan Participant”) will be determined by calculating the amount of time and effort given to the Town of Weston through the Department as determined by the formula. This Plan has been designed to reward service equitably, whether provided by a firefighter, emergency medical technician, fire police officer, or medical response technician, to acknowledge the valuable contributions made by members, and to recognize that members can contribute to both the Town of Weston and the Department in a wide variety of ways.

The Town agrees that the scope of the health insurance coverage it offers to qualifying Department members and their families will be the same as is provided to the Weston Police Department except to the extent of any Plan Deductible or Premium Contribution Rate members may have to pay. In the event that the Town changes or modifies the health insurance plan provided to the Weston Police Department, so that it is no longer “substantially similar” to the plan presently offered, (except to the extent of any Plan Deductible or Premium Contribution Rate members may have to pay) the Town will apprise the Department of such changes, and will consult with the Department prior to the effective date of such change. At any time, and for whatever reason, the Department may elect to have the Town provide an equivalent amount of funding to the Department, so that it may purchase health insurance separate from that offered by the Town.

- (b) Definitions. As used in this Plan:
- (i) “Active” shall mean (A) full and active membership in the Department in accordance with its bylaws, and (B) possessing the appropriate certification to provide emergency services in accordance with the Department’s bylaws and any applicable state and federal law. The term “Active” shall specifically exclude any members of the department who are deemed probationary in accordance with the Department’s by-laws.
 - (ii) “Determination Date” shall mean January 1st of each year.
 - (iii) “Premium Contribution Rate” refers to a Plan Participant’s percentage share of the total premium that would otherwise be due under the Town of Weston’s health insurance program.

- (iv) "Tax Abatement Ordinance" shall mean that certain tax abatement ordinance of the Town of Weston made effective November 30, 2000 as may be amended from time to time.
 - (v) "Total Points" shall have the meaning and shall be calculated in the manner set forth in the Tax Abatement Ordinance.
 - (vi) "Total Points from Calls" shall have the meaning and shall be calculated in the manner set forth in the Tax Abatement Ordinance.
 - (vii) "Plan Deductible" refers to the annual amount a Plan Participant must pay out-of-pocket for the health care expenses incurred before insurance covers any portion of health care expenses.
 - (viii) "Slots" shall be quantified as follows: One slot equals a Plan Participant with no dependents covered under the Plan. Two slots equals a Plan Participant with one dependent covered under the Plan. Three slots equal a Plan Participant with two or more dependents covered under the Plan.
- (c) New Members and Participants. Active members qualifying for and requesting participation shall be admitted, subject to the limitation of 105 total Slots per year. The extent to which members are able to receive the town contribution rates listed in section (e) is dependent on the total number of enrollees in the Plan.
- (d) Each Plan Participant will earn "Activity Points" and "Call Points" for participating in the activities of the Department during the calendar year, as defined in the Tax Abatement Ordinance. These activities include attending drills, meetings, and classes, responding to calls, and providing other Fire/EMS related community services. Annually, these points will be totaled and each Plan Participant will be placed into one of four levels for the next calendar year. This Level will determine the premium payable by the Plan Participant for the following year.

Level	Minimum Total Points	Minimum Total Call Points
1	125	75
2	94	50
3	63	25
4	38	15

- (e) Determination of Contribution Rate. The Premium Contributions are as follows:

Level	Town's premium contribution	Plan Participant's premium contribution
1	65% of annual premium, plus \$1,625 for Singles, \$3,250 for Doubles, and \$3,250 for Families.	35% of annual premium, minus \$1,625 for Singles, \$3,250 for Doubles, and \$3,250 for Families.
2	56.5% of annual premium, plus \$1,412.50 for Singles, \$2,825 for Doubles, and \$2,825 for Families.	43.5% of annual premium, minus \$1,412.50 for Singles, \$2,825 for Doubles, and \$2,825 for Families.
3	44% of annual premium, plus \$1,100 for Singles, \$2,200 for Doubles, and \$2,200 for Families.	56% of annual premium, minus \$1,100 for Singles, \$2,200 for Doubles, and \$2,200 for Families.
4	19% of annual premium, plus \$475 for Singles, \$950 for Doubles, and \$950 for Families.	81% of annual premium, minus \$475 for Singles, \$950 for Doubles, and \$950 for Families.

The listed percentage may be open for negotiation if mutually agreed to by the Parties for catastrophic increases in contracted annual premium costs to the Town, defined as a 15 percent increase or greater.

(f) Plan Deductibles. The Plan Deductibles are as follows:

Coverage	Annual Deductible
Single	\$2,500
Double (2)	\$5,000
Family (3 or more)	\$5,000

(g) Plan Extension Option. Any Plan Participant who has achieved at least the minimum requirements of Level 4 in the previous year, but who, in the year immediately following, either (i) fails to meet the minimum requirements of Level 4 or (ii) resigns from the Department, shall be allowed to purchase health insurance at 100% of the premium consistent with the regulations of the Consolidated Omnibus Benefits Reconciliation Act (COBRA) then in effect.

(h) Line of Duty Injury. In the event a Department member who is participating in the Plan is injured in the line of duty, the Board of Selectmen may alter the Plan participation requirements for the member upon a recommendation by the Department's Executive Committee. Such alteration is at the sole discretion of the Board, which may consider any facts or evidence that it deems appropriate in evaluating the request. The Board may decide not to hear the request, to deny the request after hearing, or to make modifications to the request as it deems appropriate. The Board retains the authority to make temporary alterations, and to rescind or modify previously granted alterations, waivers, or exemptions.

- (i) Medical Insurance Compliance Officer. The Department shall appoint a member to serve as its Medical Insurance Compliance Officer (“MICO”), and shall notify the First Selectman of such appointment.
- (j) Annual Review. The classification of each Plan Participant will be reviewed at the end of each calendar year to determine the following year’s Level and Premium Contribution Rate.
- (k) Review Process.
 - (i) The MICO will review all information from the then current calendar year pertinent to the classification of Plan Participants including, but not limited to: attendance records for monthly and weekly drills, attendance records for monthly meetings, run forms, and state certifications.
 - (ii) Before January 1, the MICO will issue a written report of his or her findings for each Plan Participant to such Plan Participant, the Town Administrator, the President of the Department and the Board of Selectmen.
 - (iii) If requested by the Town Administrator or any Selectman, documentation of the MICO’s findings will be provided. The MICO will meet with the Board of Selectmen as requested by the Selectmen to discuss and explain his or her findings.
- (l) Payment. Plan Participants shall make all premium payments at such times and in such manner as the Town of Weston may direct. Failure by any Plan Participant to make timely payment of premiums shall result in immediate termination from the plan and may result in the loss of future opportunities to participate in the Plan.
- (m) Modification/Revocation. The Memorandum of Understanding between the Town and the Department dated May 17, 2017, expressly commits the Town to provide a medical insurance benefit incentive plan to qualified members of the Department through June 30, 2020. Through that time, the Plan will be modified only as provided in this policy or under the terms of the Memorandum of Understanding. While the Town does not expect to discontinue Plan coverage to qualified members of the Department, the Town reserves its right to revoke, amend, or modify the Plan by action of its Board of Selectmen. However, no such changes may be effective prior to July 1, 2020.
- (n) Effective Date. This Plan shall take effect as of July 1, 2017 and shall amend and replace that certain Weston Volunteer Fire Department Medical Insurance Incentive Plan approved by the Board of Selectmen effective March 13, 2014.

Item 7: Interview Zach Lemle for the Weston Historic District
Commission – **No motion**



Jonathan Luiz <jluiz@westonct.gov>

Fwd: Weston HDC

1 message

Sara Beer <executiveassistant@westonct.gov>

Tue, Dec 22, 2020 at 1:44 PM

To: Jonathan Luiz <jluiz@westonct.gov>, Christopher Spaulding <cspaulding@westonct.gov>

Hi guys,

Please see the below resume from Zach Lemle - he is interested in the vacancy on the Historic Commission.

Sara

Sara Beer, Executive Administrative Assistant
Town of Weston
Selectmen's Office
203-222-2656

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

From: **Zach Lemle** <zlemle@gmail.com>

Date: Tue, Dec 22, 2020 at 1:19 PM

Subject: Re: Weston HDC

To: Sara Beer <executiveassistant@westonct.gov>

Hopefully this should suffice. Thanks Sara

Zach

Zachary H. Lemle

Historic Preservationist

EXPERIENCE

Assistant to Osteoarchaeologist, Museum of London Archaeology Service — July 1999

Worked on one of London's largest archaeological excavations at Spitalfields Market, the site of a medieval cemetery and hospital. Cataloged human remains excavated from the site for storage and helped excavate Victorian era basements on the perimeter of the dig.

Author, Old Long Island (www.oldlongisland.com) — 2007 - Present

Created a catalog of historic estates on Long Island dating from the late 19th century through WWII. Photographed, documented and researched hundreds of historic homes and built a searchable platform on Blogger for others to use. Have been a source for numerous publications and at least one major motion picture (The Great Gatsby, 2013).

Director of Strategy, Copperwood Real Estate, New York, NY — 2010 - Present

Oversee strategic decisions related to both the direction of the company and development of the portfolio. Helped develop a plan to convert two 1905 tenement buildings into modern rental units while preserving the historic aspects of the structure.

EDUCATION

George Washington University, Washington D.C. — 2001 - 2005

The New School, New York, NY - 2005 - 2006 Bachelor's Degree - American History

The Pratt Institute, Brooklyn, NY - 2008 - 2010 Master's Degree - Historic Preservation

SKILLS

Property management, real estate development, historic research, social media management, photography.

4 Ridge Lane Weston CT 06883
zlemle@gmail.com 202.528.2765
[@oldlongisland](#) (Instagram)

On Tue, Dec 22, 2020 at 9:30 AM Sara Beer <executiveassistant@westonct.gov> wrote:

Hi Zach,

Apparently, yes - we do need a resume from you.

Thanks,

Sara

Sara Beer, Executive Administrative Assistant
Town of Weston
Selectmen's Office
203-222-2656

On Mon, Dec 21, 2020 at 6:17 PM Zach Lemle <zlemle@gmail.com> wrote:

Thanks Sara. Do you need a formal resume? I only ask because I haven't needed one in years so I would have to put one together. Let me know if I could just send you my work/educational background in this email otherwise. I am registered as 'Unaffiliated' - I don't think the town clerk has gotten my info to process yet but it should be happening any day now.

Zach

On Mon, Dec 21, 2020 at 2:43 PM Sara Beer <executiveassistant@westonct.gov> wrote:

Hi Zach,

Thank you for your email. We have a vacancy on the committee, with a term expiring on Dec 31, 2022. Normally the terms are 5 years but you would potentially be filling someone else's spot until then after which you would be up for reappointment. Hopefully this makes sense.

Please could you send me your resume as well as what political party you are registered with. Our Town Charter requires that each board or commission be balanced whether or not it is political in nature.

Thanks!

Sara

Sara Beer, Executive Administrative Assistant
Town of Weston
Selectmen's Office
203-222-2656

On Mon, Dec 21, 2020 at 12:33 PM Zach Lemle <zlemle@gmail.com> wrote:

Hello

I wanted to inquire about the open spot on the town's historic district commission. I had previously explored this last year but was ineligible as I was not then an official Weston resident. This year I am however so I thought I would try again.

I had previously spoken with Paul Deysenroth and Chris Kimberly but I do not know if they will remember me. I have a Master's in Historic Preservation and figure that might be useful here. Thanks!

Zach Lemle
4 Ridge Lane
Weston

CONFIDENTIALITY(NOTICE):

This is a staff email account managed by the Town of Weston. This e-mail message from the Town of Weston, including any attachments, is for the sole use of the intended recipient(s) and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient or authorized to receive information for the recipient, you are hereby notified that any review, use, disclosure, distribution, copying, printing, or action taken in reliance on the contents of this email is strictly prohibited. If you receive this communication in error, please, immediately contact the sender and destroy the material in its entirety. Please note that messages to or from the Town of Weston domain may be subject to the Freedom of Information Act (Conn. Gen. Stat. sections 1-200 et seq.) Thank you.

Item 8: Interview of Emily Lamond for appointment to the Economic Vitality Committee – **No motion**



Jonathan Luiz <jluiz@westonct.gov>

FW: E-Introduction to Emily for EVC Alternate position

1 message

Lance A. Scott <lscott@allianceamericas.com>

Fri, Jan 8, 2021 at 2:55 PM

Reply-To: lscott@allianceamericas.com

To: Jonathan Luiz <jluiz@westonct.gov>

Cc: Christopher Spaulding <cspaulding@westonct.gov>, "Lamond, Emily" <ELamond@coleschotz.com>, Carolyn Hill <carolyn@carolynreps.com>, "Lance A. Scott" <lscott@allianceamericas.com>

Hello Jonathan,

Carolyn has found us another amazing candidate to join the EVC as an alternate, and we're hoping that the BOS can fit in an interview with Emily Lamond in the next meeting. (Ref Emily's professional bio).

Emily recently moved to Weston in September 2020 and has a very keen interest in helping the town to develop an exceptional town center. As a member of Cole Schotz P.C. and an environmental specialist/practitioner, she has considerable expertise with economic development, remediation, wetlands, and a variety of other critical areas related to commercial development. Her extensive experience dealing with cross-functional and interdepartmental coordination will undoubtedly be an asset.

The EVC recently voted to designate the remaining 2 EVC positions as alternates so that we can bring in expertise like Emily's without excessive time demand, and this appears to be a great fit.

Please let us know a proposed date/time for the BOS to speak with Emily. I've copied Emily on this email so you can coordinate an agreeable time directly. Thank you!

Best regards,

Lance

Lance A. Scott

Founder & CEO



Alliance Technologies, LLC

+1 203 226 8895 Phone

+1 203 536 8210 Mobile

allianceamericas.com



Emily Lamond

Member

TEL: 201-525-6255

MOBILE: 202-701-5410

FAX: 201-678-6255

elamond@coleschotz.com

Emily M. Lamond is a member in the firm's Environmental Department. Emily counsels on the practical implications of environmental liability risks in business transactions, hazardous site remediation projects, manufacturing, energy and other industrial operations, enforcement defense, environmental litigation and cost recovery actions. Emily specializes in developing and implementing environmental risk mitigation and management strategies that enable her clients to achieve their business objectives. She is a passionate problem solver who can translate complicated legal and technical information into terms that facilitate informed and responsible decisions regarding environmental and regulatory obligations.

Emily advises domestic and international clients from a wide range of industries and businesses including real estate development and management (industrial, commercial, mixed-use and residential), real estate investment trusts (REITs), banks, institutional investors, municipalities, public authorities, utilities, energy companies, semiconductor manufacturing, ceramics manufacturing, mining, landfills, data centers, infrastructure development such as toll roads and bridges, as well as small business and individuals.

Emily has extensive experience with Phase I environmental site assessments, Phase II site investigations, permitting and compliance audits, vapor intrusion and indoor air quality issues, underground storage tanks (USTs), asbestos-containing materials, lead-based paint, mold, wetlands, flood hazard areas, air, water, landfill and hazardous materials permitting, climate change and renewable energy policies, threatened and endangered species, historical and other protected resources and environmental review processes under the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), and the New York State Environmental Quality Review Act (SEQRA).

Environmental Transactional Work

Emily's transactional practice includes real estate purchase, sale, and leasing, secured lending, mergers and acquisitions, energy project financing, asset and equity acquisitions, public-private partnerships, public financings, and bankruptcies. She efficiently manages environmental, compliance, and health and safety due diligence assessments and quickly identifies potentially material risks. Emily has

extensive experience negotiating environmental issues in complex and sophisticated transactions and building environmental risk mitigation and management strategies that can include protective corporate structures, insurance policies, statutory defenses, indemnities, fixed price remediation or liability transfer agreements, and Brownfield programs. Representative matters include:

- **Secured Lending Counseling, United States.** Serve as lead environmental counsel for bank client, including managing environmental review for all collateral properties, evaluating compliance with the secured creditor exemption and innocent purchaser defense, managing Phase II environmental sampling investigations and negotiating consultant service agreements, loan documents, indemnity and guaranty agreements, and environmental insurance policies.
- **Sale of Contaminated Property, Los Angeles Area.** Advise municipality in sale of property with ongoing remediation and favorably resolve disputes on oversight agency under conflicting laws on future remediation obligations.
- **Merger and Acquisition of Manufacturing Business, International.** Manage large-scale environmental diligence review and analysis of manufacturing facilities located in Brazil, Canada, the Czech Republic, the People's Republic of China, France, Germany, and Sweden, and assist client with post-closing permitting obligations.
- **Superfund Site, Florida.** Manage environmental, permitting and OSHA diligence review and compliance audits for purchaser of industrial manufacturing business operating on a Superfund Site and oversee post-closing corrective actions.

Hazardous Site Remediation

Emily counsels clients on strategic pathways for managing contaminated properties to achieve business objectives. She manages environmental site remediation projects from start to finish, which includes vetting, retaining and overseeing consultants and engineers, advising on technical reports, managing relationships with oversight agencies and third parties, advising on reporting obligations and financial assurance requirements, negotiating service, access and settlement agreements as well as insurance claims and obtaining final agency closure. Representative matters include:

- **Coal Tar, Metals, and Solvents Site, New York.** Advise foreign client on its environmental indemnity obligations for a divested contaminated property subject to a New York State Department of Environmental Conservation cleanup action order and being evaluated by the U.S. EPA as a potential Superfund site.
- **Mixed Use Brownfield Redevelopment Project, San Francisco.** Negotiate a San Francisco Bay Regional Water Quality Control Board cleanup order, municipal development approvals and related land use decisions, and environmental insurance policy on behalf of investor and developer clients.
- **Radioactive Contamination Site, New Jersey.** Engage and manage consultant to develop and implement response to potential emergency situation, advise on reporting, investigation, remediation and disposal obligations and worker health and safety concerns, and obtain closure

from the New Jersey Department of Environmental Protection.

Enforcement Defense and Litigation Counseling

Emily advises clients on defenses and response strategies for notices of violations and agency enforcement actions, serves as joint defense group counsel for potentially responsible parties, negotiates cost recovery, cost sharing, tolling agreements and settlement agreements and advises on environmental litigation risks. Representative matters include:

- **Joint Defense Group Counsel, California.** Advise defendant in contribution action for disposal of drilling muds in landfill subject to Central Valley Regional Water Quality Control Board corrective action.
- **Notices of Violations, Minnesota.** Advise ethanol production facility on response strategies for notices of violations (NOVs) for air, wastewater, and storm water permits and a cleanup order and negotiate cost allocation with indemnitor.

General Environmental Counseling

Emily advises clients on a wide range of environmental and regulatory issues that can arise in the course of business operations and planning, especially when there are changes in law or agency policies. These issues include, but are certainly not limited to, development issues such as wetlands, flood hazard areas, protected species, historical resources, asbestos-containing materials, mold, vapor intrusion and land use requirements, permitting requirements and climate change.

Prior to joining the firm in 2015, Emily was a senior environmental associate at Orrick, Herrington & Sutcliffe LLP in New York City and Washington, DC, and brings with her more than 10 years of environmental law experience. Emily was previously a Christine Mirzayan Science & Technology Graduate Fellow at The National Academies of Sciences in Washington, DC, an Albert Schweitzer Fellow and an Equal Justice Fellow, as well as an AmeriCorps member with the New Jersey Community Water Watch. Emily is a member of the New Jersey Chapter of Society of Women Environmental Professionals and the Brownfield Coalition of the Northeast.

Emily earned her B.A. from York College of PA in 2000, and her J.D. and Master of Studies in Environmental Law from Vermont Law School in 2004.

Item 9: Reappointment of Mark Harper as Animal Control Officer for a one year term to end December 31, 2021 – **I move to reappoint Mark Harper as Animal Control Officer for a one year term to end December 31, 2021**

Item 10: Reappointment of Denise Hames as Town Assessor for a four year term to end December 31, 2024 – **I move to reappoint Denise Hames as Town Assessor for a four year term to end December 31, 2024**

Item 11: Reappointment of John Pokorny as Fire Marshal for a two year term to end December 31, 2022 – **I move to reappoint John Pokorny as Fire Marshal for a two year term to end December 31, 2022**

Item 12: Request for a \$3,000 supplemental appropriation for the Marketing Committee for the creation of marketing materials – **I move to authorize a \$4,000 supplemental appropriation for the Marketing Committee for the creation of marketing materials**



Jonathan Luiz <jluiz@westonct.gov>

Weston Real Estate Map project proposal

1 message

Andrew Palladino <apalladino.westonct@gmail.com>

Wed, Jan 20, 2021 at 4:31 PM

To: Jonathan Luiz <jluiz@westonct.gov>

Hi Jonathan,

Please see the proposal for a unique Weston Real Estate Map Project we have been working on. The project would require funding for the design of the digital product which can also be printed accordingly. The cost for the design of the piece would be \$4,000.00.

Please note that the piece can be adjusted accordingly and will have longer-term marketing potential, and a potential future revenue driver.

Please view the proposal here: <https://www.flipsnack.com/debbierehr/weston-map-project-proposal-and-reference-materials/full-view.html>

I can answer any questions you may have. Please let me know if you would like our team to discuss at tomorrow night's BOS meeting. Thank you.

Andrew

Item 13: Request for a \$5,000 supplemental appropriation for an affordable housing study – **I move to authorize a \$5,000 supplemental appropriation for an affordable housing study**



November 17, 2020

Mr. Ken Edgar
Planning and Zoning Commission Chair
Town of Weston
56 Norfield Road
Weston, CT 06883

Mr. Jonathan Luiz
Weston Town Administrator
Town of Weston
56 Norfield Road
Weston, CT 06883

**RE: Weston Affordable Housing Plan
Weston, Connecticut
MMI #141.11811.P0018**

Dear Ken & Jonathan:

Milone & MacBroom, Inc., now a part of SLR (MMI), is pleased to submit this proposal to assist the Town of Weston and the Planning and Zoning Commission (PZC) with the development of their Affordable Housing Plan. We are particularly excited at the opportunity to continue to assist the Town in achieving its vision for the community, as a follow up to our work on both the Plan of Conservation and Development (POCD) and Town Center Master Plan. The Town has been awarded a \$15,000 affordable housing plan grant through the Connecticut Department of Housing. Additionally, the Town of Weston is providing a \$5,000 match to help fund this important process for the community. It is envisioned that the information, findings, and community outreach from this Affordable Housing Plan will inform and shape the development of the Town's Village District Regulations that the PZC is about to draft.

Based on this funding, our scope of services is provided below.

1.0 Project Initiation and Kickoff Meeting

The Project Team will meet with the PZC at the outset to finalize details and the schedule for the planning process, including the public outreach process.

2.0 Review of Past Plans and Assessment

The Project Team will review existing documentation, including but not limited to Weston's Zoning and Subdivision Regulations, POCD, Town Center Study, and work currently being undertaken by the PZC. This review will include the evaluation of potential barriers to affordable housing as well as the identification of potential areas that could support the introduction of new housing types based on available information related to infrastructure availability/capacity, natural resource protection, development constraints, and overall neighborhood compatibility.

3.0 Data Analysis and Evaluation

Review and analysis of current demographic, housing, and market data to identify trends, needs/demand, opportunities, and impediments to affordable housing development. It is envisioned that this task will leverage data from the recent POCD and Town Center Study and include case studies from other communities on how affordable housing can be integrated without sacrificing aesthetics or compatibility with existing homes.

4.0 Development of Affordable Housing Plan

The Project Team will develop a Plan tailored to Weston that reflects the anticipated guidance from the Connecticut Department of Housing as well as aligning with the intent of 8-30J of *Connecticut General Statutes*. The Plan shall include:

- Summary of existing conditions, opportunities, and impediments to affordable housing
- Plan findings to expand housing options and opportunities to achieve the vision for Weston identified in the Town Center Master Plan & POCD
- Recommended strategies and actions to accomplish the goals

5.0 Community Outreach

Due to efforts to slow the spread of the COVID-19 virus, it is anticipated that having traditional in-person community engagement sessions may not be possible. Accordingly, the Project Team in consultation with the PZC will finalize the outreach plan at the project initiation meeting. For the purpose of this proposal, we are recommending the following meetings and outreach tools.

- Web-based materials to serve as educational tools for outreach
- Online Community Survey
- Two Virtual Workshops with the community
 - 1st Virtual Workshop – Presenting Assessment and soliciting Input on Potential Strategies
 - 2nd Virtual Workshop – Presenting and discussing DRAFT Strategies
- Presentation of Final Affordable Housing Plan to PZC
- Up to Two Working Meetings with PZC

DELIVERABLES

The Project Team will provide a PDF of the Affordable Housing Plan document inclusive of the Assessment, Strategies, Community Engagement tasks, as well as supporting data and maps. Town Staff will be responsible for communicating the results of the Town's review and any edits that are necessary. The Project Team will perform one round of edits to finalize the Plan.

TIME FOR COMPLETION

We will commence work on this assignment immediately based upon your authorization to proceed and we estimate approximately 3 to 4 months for completion. A proposed project schedule is provided below.

Proposed Project Schedule

Task		Month 1	Month 2	Month 3	Month 4
Task 1	Project Initiation and Kickoff Meeting	★			
Task 2	Review of Past Plans and Assessment	■			
Task 3	Data Analysis and Evaluation	■			
Task 4	Development of Affordable Housing Plan		■		
Task 5	Community Outreach	■ ★ ★ ★ ★			

- ★ Kickoff Meeting
- ★ PZC Hearing
- ★ Survey
- ★ Community Meeting

PROFESSIONAL FEES

The total fee is \$19,970 based on the above scope of services and broken down by task as shown below. This fee schedule was developed based on our recent experience, and includes expenses for online survey program, printed materials, travel, etc.

Weston Affordable Housing Plan	
Task 1 – Project Initiation and Kickoff Meeting	\$580
Task 2 – Review of Past Plans and Assessment	\$2,320
Task 3 – Data Analysis and Evaluation	\$4,060
Task 4 – Development of Affordable Housing Plan	\$5,800
Task 5 – Community Outreach	\$6,960
Expenses:	\$250
Grand Total:	\$19,970

Billings will be submitted monthly on a percentage of completion basis. Any additional services requested would be compensated on a per diem fee basis per the MMI preferred fee schedule in effect at that time.

Item 14: Discussion/ Decision on sending a request to Devil's Den to re-open to the public – **I move to request that Devil's Den be re-opened to the public**

Item 15: Discussion/ Decision to approve the minutes from the December 17, 2020 Board of Selectmen Regular Meeting – **I move to approve the minutes from the December 17, 2020 Board of Selectmen Regular Meeting, as presented.**

**Board of Selectmen
Regular Meeting Minutes
December 17, 2020 at 7.30pm
Meeting to be held remotely due to COVID 19**

1. **Call to order:** First Selectman Chris Spaulding called the meeting to order at 7.30pm. Also in attendance were Selectwoman Samantha Nestor, Selectman Stephan Grozinger, Town Administrator Jonathan Luiz, Gayle Weinstein, Rick Bertasi, Helen de Keijzer, Brooks Cappella, and Town Residents participating.
2. **Pledge of Allegiance:** The pledge was recited.
3. Selectman Grozinger moved to add to tonight's agenda the following business item: "Discussion/decision to authorize the First Selectman to submit the Town of Weston's request to the state of Connecticut for reimbursement of COVID-19 related expenditures." Selectwoman Nestor seconded this. The motion carried unanimously.
4. Selectwoman Nestor moved to add to tonight's agenda the following item of business: "Discussion / decision to offer to qualifying taxpayers a 90 day deferral on taxes due on January 1, 2021 in accordance with Governor Lamont's Executive Order number 9R." Selectman Grozinger seconded this. The motion carried unanimously.
5. **Discussion/ Decision to appoint Brooks Cappella to the Bicycle and Pedestrian Committee for a two year term to begin on December 31, 2020 and expire on December 31, 2022** Selectman Grozinger moved to appoint Brooks Cappella to the Bicycle and Pedestrian Committee for a two year term to begin on December 31, 2020 and expire on December 31, 2022. Seconded by Selectwoman Nestor. Motion carried unanimously.
6. **Proclamation recognizing Helen de Keijzer for her service on the Commission on Aging:** First Selectman Spaulding read the Proclamation for Helen de Keijzer Day. Along with Town residents he thanked Helen for her many years of service and dedication to the Town. Mrs. De Keijzer gave comments and thanked the Town staff and commission members.
7. **Discussion/decision about a request for proposals drafted by the Facilities Optimization Committee:** Gayle Weinstein and Rick Bertasi from the Facility Optimization Board explained that they had submitted a draft version of a request for proposal to the Board of Selectmen for their review. Mr. Bertasi explained that the committee had done a more comprehensive analysis than in previous studies, and the goal being a more holistic outcome for the whole Town. The Board of Selectmen asked a number of procedural/logistical questions. First Selectman Spaulding asked Town Administrator Jonathan Luiz to send the draft to the Economic Vitality and the Planning and Zoning Committees. The draft will go to the Board of Education for their comments as well before coming back to the Board of Selectmen as a final document.
8. **Discussion / decision to authorize the First Selectman to sign an agreement with Weston Fire/EMS that would provide health insurance benefits for eligible members of the department.** This item was tabled for an upcoming meeting.
9. **Discussion/decision to authorize the First Selectman to submit the Town of Weston's request to the state of Connecticut for reimbursement of COVID-19 related expenditures.** First Selectman Spaulding explained that it is in the Town's best interest to take advantage of this to recoup expenses related to COVID like PPE purchases, additional cleaning and digital upgrades. Mr. Luiz said that he is confident that the Town will utilize this money based on our COVID expenses. Mr. Luiz and First Selectman Spaulding thanked Finance Director Rick Darling for an excellent job in getting the Town refunded for these expenses by submitting to FEMA etc., without which the Town would not have had the funds for these extra costs. Selectwoman Nestor moved to authorize the First Selectman to submit the Town of Weston's request to the state of Connecticut for reimbursement of COVID-19 related expenditures under the Office of Policy and Management's Coronavirus Relief (CRF) program in an amount up to \$87,412. Selectman Grozinger seconded this. The motion carried unanimously.
10. **Discussion / decision to offer to qualifying taxpayers a 90 day deferral on taxes due on January 1, 2021 in accordance with Governor Lamont's Executive Order number 9R.** First Selectman Spaulding recapped the order giving municipalities the option to offer tax deferments to those in need. This year Weston had approximately \$609K in covid-related deferrals, from eighty households. Mr. Darling explained that the vast majority of this has since been paid with five or six outstanding

accounts. Mr. Luiz pointed out that there were very few cons for the Town from financial aspect, the pros being a great help to the individual resident that needs it. Selectman Grozinger asked if a resident fails to make a payment at the end of the 90 days would they be charged interest rate retroactively. Mr. Luiz responded that, yes they would. There was discussion between the Board of Selectmen and Mr. Luiz on getting this message out to the community using resources like, Everbridge, CODE RED, the Town website, social media, Weston Today as well as having the Tax Collector reach out to those who had previously taken advantage of this program. Selectman Grozinger pointed out that there may be more applicants than before. First Selectman Spaulding said that we will not have a liquidity issue in Town as there is a large reserve fund to handle this and the money being deferred will still be owed. Selectman Grozinger moved that the Town of Weston offer qualifying taxpayers a 90 day deferral on taxes due on January 1, 2021 in accordance with Governor Lamont's Executive Order number 9R. Selectwoman Nestor seconded this. The motion carried unanimously.

- 11. Discussion / Decision to reappoint committee members with expiring terms:** CS proposes we approve Selectwoman Nestor moved to make the following appointments:

Aging, Comm on	Lorentzen, Bruce
Aging, Comm on	Castellano, Terry
Ethics, Board of	Khosla, Aarti
Sustainability Committee	Socha, Tom
Sustainability Committee	Shrago, Eric
Sustainability Committee	Kalafa, Amy
Sustainability Committee	Brendsel, Kirby
Sustainability Committee	Hutchison, Sarah
Sustainability Committee	Stoltz, Alissa
Veterans Affairs	Hutchins, Ed

for the term of December 31, 2020 through December 31, 2022 Selectman Grozinger seconded this. The motion carried unanimously.

Selectman Grozinger moved to make the following appointments:

Children & Youth	Harvey, Denise
Children & Youth	Hoeffner, Jane
Children & Youth	Donavan, Gillian

for the term of December 31, 2020 through December 31 to 2023. Selectwoman Nestor seconded this. The motion carried unanimously

Selectwoman Nestor moved to make the following appointments:

Historic District Commission	Poirier, Roland
Building Board of Appeals	Roig, Linda

for the term of December 31, 2020 through December 31, 2025. Selectman Grozinger seconded this. The motion carried unanimously.

- 12. Approval of Tax Refunds:** Selectwoman Nestor moved to approve tax refunds totaling \$13,694.06, as presented. Selectman Grozinger seconded this. The motion carried unanimously.
- 13. Discussion/ Decision to approve the minutes from the December 3, 2020 Board of Selectmen Regular Meeting:** Selectman Grozinger moved to approve the unapproved minutes from the December 3, 2020 Board of Selectmen Regular meeting, as presented. Selectwoman Nestor seconded this. The motion carried unanimously.
- 14. Adjournment:** Selectwoman Nestor moved to adjourn. Selectman Grozinger seconded this. The motion carried unanimously. The meeting adjourned at 8.35pm.

Item 16: Approval of tax refunds – **I move to approve tax refunds totaling \$3,943.82, as presented.**

Item 17: Adjournment – **I move to adjourn.**

2019-3-50039	ACAR LEASING LTD	\$	75.90	1/1/2021	AH76605
2019-3-52213	FINANCIAL SERVICE VEH TRUST	\$	1,032.28	1/1/2021	270ZWL
2018-3-52281	FINANCIAL SERVICE VEH TRUST	\$	291.17	1/15/2021	270ZWL
2019-352288	FINANCIAL SERVICE VEH TRUST	\$	471.08	1/15/2021	AG09170
2018-3-53800	JP MORGAN CHASE BANK NA	\$	174.53	1/1/2021	AB82009
2019-3-57471	TOYOTA LEASE TRUST	\$	42.60	1/1/2021	AR62370
2019-3-57600	USB LEASING LT	\$	749.37	1/1/2021	AF00941
2018-4-81422	USB LEASING LT	\$	51.83	1/1/2021	AF33994
2018-3-57710	USB LEASING LT	\$	560.32	1/1/2021	626WZR
2018-3-57703	USB LEASING LT	\$	174.28	1/1/2021	AC48810
2019-3-57735	VCFS AUTO LEASING CO	\$	320.46	1/1/2021	AK15256

TOTAL \$ 3,943.82 SUBMITTED FOR 1/21/2021 MEETING