

**Board of Selectmen
Regular Meeting Agenda
February 18, 2021 at 7.30pm
Meeting to be held remotely due to COVID 19**

Join Zoom Meeting

<https://us02web.zoom.us/j/84646691423?pwd=cjkra200Y3oyaFU5Qm16a01JcTB BUT09>

Meeting ID: 846 4669 1423

Passcode: 386710

Dial by phone: 646 558 8656

1. Call to order
2. Pledge of Allegiance
3. Interview of Joseph Leone for appointment to the the Economic Vitality Committee.
4. Discussion/Decision to appoint Mary Welch Francois to the Commission on Aging Committee for a two year term to end February 28, 2022
5. Discussion/Decision to appoint Zach Lemle to the Historic District Commission as an alternate for a term to end December 31, 2022
6. Discussion/Decision to appoint Nicci Weise to the Sustainability Committee for a two year term to end February 28, 2022
7. Discussion/Decision to appoint Andy Bill to the Sustainability committee for a two year term to end February 28, 2022
8. Discussion/Decision to authorize the First Selectman to enter into an agreement with NJR Construction for the Calvary Road Bridge Replacement Project
9. Approval of property tax refunds
10. Approval of the minutes from the Board of Selectmen Regular meeting on February 4, 2021
11. Executive session for the purpose of discussing a potential real estate transaction.
12. Adjournment

DRAFT Motions for the 2/18/21 BOS Reg Meeting

Item 1: Call to order: **No motion.**

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

Item 3: Interview of Joseph Leone for appointment to the the Economic Vitality Committee: **No motion.**



Jonathan Luiz <jluiz@westonct.gov>

EVC- Fwd: Joe Leone - Experience Summary

1 message

Adam Klimek/USA <Adam.Klimek@cushwake.com>

Thu, Feb 11, 2021 at 11:32 AM

To: Jonathan Luiz <jluiz@westonct.gov>

Cc: "Lance A. Scott" <lscott@allianceamericas.com>, Carolyn Hill <carolyn@carolynreps.com>, David Berger <dberger111@gmail.com>, DinlencKerem <kerem9@me.com>

hi Jonathan. Another candidate for your review. Joe has taken the initiative to participate in multiple zoom meetings as an interested citizen and I met with him in person -unrelated to this initiative -and think he is a very nice guy and would be an asset to our team and town in some capacity.

Thank you.

Adam Klimek
Senior Director
Cushman & Wakefield
203-273-0818 Cell
203-326-5856 Office

Begin forwarded message:

From: Joseph Leone <jleone@leonerealtyinv.com>
Date: February 11, 2021 at 11:24:43 AM EST
To: Adam Klimek/USA <Adam.Klimek@cushwake.com>
Subject: Joe Leone - Experience Summary

External Mail

Hi Adam, as discussed, please find a summary of my experience below and let me know if you have any questions:

After graduating from Yale and Georgetown Law, I've practiced transactional commercial real estate law for the past 9 years. I've represented developers, funds, institutional investors, banks and other lenders in a wide variety of acquisitions and sales, joint ventures, leasing, mortgage and mezzanine financings (both borrower and lender representation), etc. I spent a number of years running deals at large firms in NYC, mainly Debevoise & Plimpton and Paul Weiss, and am now in the process of launching my own solo legal practice here in Fairfield County in the coming months. In addition, for the past year I've served as an outside business and legal consultant to Acadia Realty Trust, a \$1B+ real estate investment trust based in Rye NY, helping the company navigate lease and loan workouts and analyze potential acquisitions during the COVID crisis. I'm also a commercial real estate investor and own a number of properties in the Hudson Valley NY area.

Thanks,
Joe Leone - Principal, Leone Realty Investments
jleone@leonerealtyinv.com
845.913.8057

Item 4: Discussion/Decision to appoint Mary Welch Francois to the Commission on Aging Committee for a two year term to end February 28, 2022: **I move to appoint Mary Welch Francois to the Commission on Aging Committee for a two year term to end February 28, 2022**

Mary Welch Francois

73 Kellogg Hill Road, Weston, CT 06883 (615) 417-4629

francois.maryw@gmail.com

Juris Doctor

University of Iowa College of Law, 2005

B.A. English

University of Iowa, 1997

Experience and Employment

Board of Trustees, Weston Public Library, Weston, MA. 2018-2019.
Elected position managing financial and operating decisions for the Weston Public Library, actively engaged in the process of planning and opening the Art and Innovation Center as a branch of the Weston Public Library.

Real Estate Sales Associate, Berkshire Hathaway HomeServices Commonwealth. Licensed Real Estate Agent actively engaged on behalf of buyers and sellers. 2018-2019.

AWAKE TN, 2012-2104, treasurer and founding board member of non profit organization advocating for legislation benefiting women and children at the state level.

Campaign Staff, Tennessee State Senate race, 2013-2014, responsible for fundraising, volunteer recruitment and support and special events.

Campaign Manager, Nashville Metro Council at Large, 2011.

Ravenwood Studios, small business owner and maker.

Assistant Attorney General for the State of Tennessee, Criminal Justice Section, 2008. Appellate attorney, representing the State of Tennessee in post conviction appeals.

Hall, Booth, Smith and Slover, 2005-2008. Litigation attorney, responsible for all phases of discovery and motions practice, including court appearances. Accountable for case management, client contact and management, interaction with co-counsel and opposing counsel, oral and written argument.

Research Assistant to Jonathan Carlson, University of Iowa College of Law. 2003-2005. Responsible for research assignments regarding status and engagement of nations in a variety of international treaties and organizations.

Moot Court Board, University of Iowa College of Law, responsible for the Jessup problem and competition for the class of 2006.

Item 5: Discussion/Decision to appoint Zach Lemle to the Historic District Commission as an alternate for a term to end December 31, 2022: **I move to appoint Zach Lemle to the Historic District Commission as an alternate for a term to end December 31, 2022**

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.

“Unaffiliated”

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

Item 6: Discussion/Decision to appoint Nicci Weise to the Sustainability Committee for a two year term to end February 28, 2022: **I move to appoint Nicci Weise to the Sustainability Committee for a two year term to end February 28, 2022**

On Jan 18, 2021, at 9:12 PM, Nicole Wiese <nicci@youngsafaris.com> wrote:

Hi Sarah and Amy

Please find below my profile/resume. Sorry for the delay in sending this. I got distracted with work picking up in the last few weeks, kids distance learning and my parents health issues this past week!

I would love to join Wednesday's committee meeting if I am indeed approved to join the committee by then. Would be nice to at least observe and get up to speed. If this is too late for this month's meeting, no worries I will hopefully join next one. And also ok if I don't - I will still support your efforts!

Nicci Young Wiese
59 Ridge Road
Weston, CT
917-5192036

Nicci Young Wiese and her husband Richard Wiese have been living in Weston since 2010, with their daughter Sabrina (12) and twin boys Alex and Ricky (10) and 2 cats. Nicci has had a longstanding commitment to sustainability and social responsibility issues. Nicci grew up in both South Africa and France and became a US citizen in 2016. She obtained a BA from Tufts University and a Masters from The Fletcher School of Law and Diplomacy in Economic Development and International Environmental Policy. Her thesis was on The Impact of Apartheid on Energy policy in Southern Africa.

Nicci began her career in 1992 with Conservation Corporation Africa, then a start-up venture in luxury eco-tourism which grew to become a leading African safari company (now branded as andBeyond), operating in South Africa, Botswana, Zimbabwe, Namibia, Kenya, Tanzania and Zanzibar. Nicci established and managed the group's corporate social responsibility program and developed it into an independent foundation, the Africa Foundation, which continues to serve as a model for conservation-based community development. Nicci then joined the Corporate Development team, working with the company founders on investment fundraising, joint-ventures, mergers & acquisitions, lodge development projects, local conservancy developments, board, government & institutional relations, and an internal communications program.

In 1998, she formed her own consultancy in project management - on marketing, finance, fundraising and corporate social responsibility projects (e.g. Nedbank Affinities, Getty Images and Getty Africa Trust). From 2002 through 2006, Nicci was Executive Director of The Explorers Club, a centennial organization promoting scientific exploration and field research, headquartered in New York with 30 chapters worldwide. There she directed all programs, development and administrative functions – lectures; fundraising events; grant programs; membership development & services; website & publications; donor & corporate development; the staff & operating budget.

In late 2006 she continued consulting in project management (e.g. andBeyond) and in 2007 formed Young Safaris, a boutique travel company focusing on experiential safari and eco-tourism, travel primarily in east and southern Africa. She is also Chair of the Advisory Council for Empowers Africa.

Item 7: Discussion/Decision to appoint Andy Bill to the Sustainability committee for a two year term to end February 28, 2022: **I move to appoint Andy Bill to the Sustainability committee for a two year term to end February 28, 2022**

Contact

www.linkedin.com/in/andrew-bill-26079a14 (LinkedIn)

Top Skills

Web development
Internet marketing
Corporate Identity

Andrew Bill

CEO at Resortradar
New York

Experience

Resortradar
CEO

November 2014 - Present (6 years 4 months)

Resortradar is a dynamic hotel-search and sales platform that drives direct bookings. Hotels upload their own offers. Consumers search those offers and deal direct. More info at resortradarinfo.com

Siera Marketing
President

July 2000 - Present (20 years 8 months)

Siera creates a full range of marketing and Internet solutions for the travel industry including, but not limited to web site design and management, video production and distribution, e-mail marketing, e-newsletters, database management, brochures/magazines, CRM programs, branding and corporate ID. Clients range from international tourist boards (Spain, Switzerland, Australia etc.) to publications (The New York Times etc.), travel sites (resortradar.com) and hotel companies (Shangri-la, Curtain Bluff, Atlantis, etc.). Details at www.sieramarketing.com

Thunder Publications
Creative director

April 1990 - June 2000 (10 years 3 months)

London and New York

In the long-ago days of dead-tree media, the company created and produced a wide variety of print-based promotional products ranging from corporate ID/branding materials to sales materials (newsletters, destination guides, special sections/magazines, advertising, etc.).

Education

Southampton University

Bachelor of Arts (B.A.), English Language and Literature/Letters

Item 8: Discussion/Decision to authorize the First Selectman to enter into an agreement with NJR Construction for the Calvary Road Bridge Replacement Project: **I move to authorize the First Selectman to enter into an agreement with NJR Construction for the Calvary Road Bridge Replacement Project**



Jonathan Luiz <jluiz@westonct.gov>

Cavalry Road / Bridge Replacement

1 message

Douglas LoMonte <dlomonte@berchemmoses.com>

Mon, Feb 8, 2021 at 11:26 AM

To: Jonathan Luiz <jluiz@westonct.gov>

Cc: Christopher Spaulding <cspaulding@westonct.gov>, Ira Bloom <ibloom@berchemmoses.com>

Jonathan:

Following up on our conversation of earlier this morning . . . the attached award letter and construction contract pass legal review. The award letter indicates that the contractor is instructed to sign the contract and return it to the Town together with the following: (A) performance bond; (B) labor and materials payment bond; (C) insurance certificate; and (D) prevailing wage certification form. Accordingly, I recommend that the Board of Selectmen condition its approval upon receipt of the signed contract together with those four items. By way of clarification, the Town signs "second" (i. e., after the contractor signs).

The "signature page" is the fifth page of the second attachment . . . the words "THIS FORM CANNOT BE SUBSTITUTED" appear at the top.

:: Doug.



Douglas E. LoMonte
Berchem Moses PC
1221 Post Road East

Suite 301
Westport, CT 06880



Tel: (203) 571-1714

Fax: (203) 227-2443

dlomonte@berchemmoses.com

www.berchemmoses.com

My Profile

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CONFIDENTIALITY NOTICE: This email transmission (and/or the attachments accompanying it) may contain legally privileged and confidential information, and is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination, disclosure, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please promptly notify the sender by reply email and destroy the original message.

-- WARNING: FRAUD ALERT. If you receive an e-mail appearing to be from this office which requests that you wire or otherwise transfer funds to any party, you must confirm the request and any corresponding instructions via telephone before you initiate any wire or other transfer. PLEASE CONFIRM BY CALLING THE ORIGINATOR OF THE EMAIL, USING PREVIOUSLY KNOWN CONTACT INFORMATION, PRIOR TO WIRING OR OTHERWISE TRANSFERRING FUNDS.

4 attachments

image001.png



February 4, 2021

Mr. Nicholas M. Mancini Jr., Member
NJR Construction, LLC
3600 Winsted Road
Torrington, Connecticut 06790

Re: Replacement of Cavalry Road Bridge
Bridge No. 04964
State Project No. 0157-0085
F.A.P. No. 6157(009)

Dear Mr. Mancini:

This letter is to inform you that the Town of Weston has accepted your total bid in the amount of **\$1,475,105.00** for the above referenced project, on the basis of your proposal which was opened on November 18, 2020.

Attached please find a copy of the contract sheets which require execution. Please sign, have witnessed, and return for Town execution. Please note that this contract award is conditional until it is approved and signed by the Town.

The following items must be returned to the Town with the signed contracts:

1. Performance, Labor and Materials Bond in the amount of **\$1,475,105.00**;
2. Insurance certificates per the limits specified in the bid documents; and
3. State of Connecticut Contractors Wage Certification Form. Also, attached to the contract is the State of Connecticut payroll certification form for use on the project.

If you have any questions regarding any of these matters, please contact Jonathan Luiz, Town Administrator (203) 222-2677.

Very truly yours,

Christopher Spaulding, First Selectman
Town of Weston

Enclosures

Cc: Ronald S. Sedaille, CT DOT District 3 – MSAT
Brian J. Reilly, BL Companies – CLE
Kegan O. Elder, WMC Consulting Engineers – Designer
Edward H. Scoville, WMC Consulting Engineers – Construction Coordinator

An Affirmative Action/Equal Opportunity Employer



RE: 157-85 - Contract Award

message

Breilly, Brian <breilly@blcompanies.com>

Fri, Jan 29, 2021 at 10:09 AM

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

cc: "Byrnes, Marc P" <marc.byrnes@ct.gov>, "Fraysier, Steve" <SFraysier@blcompanies.com>, Edward Scoville

Escoville@wmcengineers.com>, "Sedaille, Ronald S" <Ronald.Sedaille@ct.gov>

Good Morning Jon & Chris, subsequent to the January 25, 2021 – CT DOT Authorization to Award and the Town of Weston executing the Construction – PAL the Town of Weston may Award the Cavalry Road Bridge Replacement contract to NJR Construction, LLC.

- I have attached a draft award letter for your use, feel free to revise the letter as necessary to fit the Town's means to Award and Execute the contract.
- I have attached a draft of the general FLBP Contract Signature sheets for the Towns of Weston's use as you see fit, however at the Town's discretion the provided contract signature sheets may be replaced with their standard contract forms. If the Town of Weston chooses to use the general contract sheets provided please review carefully and make sure that the Town of Weston is comfortable with the contract.
- I attached a combined package for the Construction Contract for the Cavalry Road Bridge Replacement, please be advised that the technical specifications have been amended from the bid documents to incorporate the Self Verification permit approval and the contractor should be made aware of this change PDF pages(289-323), however the change generally notes Army Corps approval.
- Lastly, Performance and Payment Bonds will need to be in hand at the execution of the contract for the full contract amount.

Please let me know if you have any questions or need anything else. Also, please share a digital copy of all executed award documents when received.

Thanks,

Brian J. Reilly, P.E.

Senior Engineer


BL Companies | *Employee owned. Client driven*

100 Constitution Plaza, 10th Floor, Hartford, CT 06103

direct: 860.760.1911 | mob:860.990.0130

4 attachments

 **157-085 - Town Award Letter(NJR Construction).docx**
16K

 **157-085 - Award Docs.docx**
47K

 **157-085 - Award Docs.pdf**
204K

 **157-085 - Construction Contract.pdf**
27162K

[TOWN LETTERHEAD]

January 29, 2021

Mr. Nicholas M. Mancini Jr., Member
NJR Construction, LLC
3600 Winsted Road
Torrington, Connecticut 06790

Re: Replacement of Cavalry Road Bridge
Bridge No. 04964
State Project No. 0157-0085
F.A.P. No. 6157(009)

Dear Mr. Mancini:

This letter is to inform you that the Town of Weston has accepted your total bid in the amount of **\$1,475,105.00** for the above referenced project, on the basis of your proposal which was opened on November 18, 2020.

Attached please find a copy of the contract sheets which require execution. Please sign, have witnessed, and return for Town execution. Please note that this contract award is conditional until it is approved and signed by the Town.

The following items must be returned to the Town with the signed contracts:

1. Performance, Labor and Materials Bond in the amount of **\$1,475,105.00**.
2. Insurance certificates per the limits specified in the bid documents.
3. State of Connecticut Contractors Wage Certification Form. Also, attached to the contract is the State of Connecticut payroll certification form for use on the project.

If you have any questions regarding any of these matters, please contact Jonathan Luiz, Town Administrator (203) 222-2677.

Very truly yours,

First Selectman
Town of Weston

Enclosures

Cc: Ronald S. Sedaille, CT DOT District 3 – MSAT
Brian J. Reilly, BL Companies – CLE
Kegan O. Elder, WMC Consulting Engineers – Designer
Edward H. Scoville, WMC Consulting Engineers – Construction Coordinator

Municipality No. 157
Project No. 0157-0085
F.A.P. No. (Constr.): 6157(009)
Bid Opening Date: November 18, 2020
Specification Form: 818

CONTRACT AND SPECIAL PROVISIONS
FOR THE
REPLACEMENT OF
THE CAVALRY ROAD BRIDGE OVER
WEST BRANCH SAUGATUCK RIVER
BRIDGE NO. 04964
IN THE TOWNS OF WESTON/WESTPORT

Contractor: NJR Construction, LLC

Contractor's Federal I.D. No.: 77-06363652

Awarded (Date Contract is Signed):

CONTRACT

This Agreement, concluded at Weston, Connecticut, this ____ day of _____, 2021, between the Town of Weston, acting herein by Chris Spaulding, its First Selectman, duly authorized, hereinafter referred to as the Municipality, and NJR Construction, LLC of Torrington, Connecticut, his, her, their or its heirs, executors, administrators, successors and assigns, acting herein by Nicholas M. Mancini Jr., its Owner/Member, duly authorized, hereinafter referenced to as the Contractor.

WITNESSETH, THAT: pursuant to Section 7-148 of the General Statutes of Connecticut, as revised, the Municipality has the authority to call for bids necessary to lay out, construct, reconstruct, alter, maintain, repair, control, operate and assign numbers to streets, alleys, highways, boulevards, bridges, underpasses, sidewalks, curbs, gutters, public walks and parkways, and the Contractor for and in consideration of the payment or payments herein specified and agreed to by the Municipality, hereby covenants and agrees to furnish and deliver all materials and to do and perform all the work and labor necessary for the construction of the Replacement of Bridge No. 04964 – Cavalry Road over West Branch Saugatuck River in the Towns of Weston and Westport, State of Connecticut, at the unit prices bid by said Contractor for the respective estimated quantities and such other items and Specifications as are contained in the original Bid Proposal issued by the Municipality, which proposal together with the State Standard Specifications Form 818 and Supplemental Specifications (hereinafter collectively referred to as “Form 818”), Special Provisions and any project addendum/addenda issued, along with any and all attachments, are hereby made a part of the original Contract and accepted as such, and also the plans of the work, prepared or approved by the Municipality, which plans as verified by said Municipality, are also agreed by each party as being a part hereof; the said work being described as follows:

Replacement of Bridge No. 04964 – Cavalry Road over West Branch Saugatuck River

The Contractor further covenants and agrees that all of said work shall be done and performed in the best and most workmanlike manner and that all and every of said material and labor shall be in strict and entire conformity, in every respect, with said specifications and plans and shall be subject to the inspection and approval of the Municipality or its duly authorized representative, and, in case any of said material or labor shall be rejected by said Municipality or its authorized representative, as defective or unsuitable, then the said materials shall be removed and replaced with other approved materials and the said labor shall be done anew to the satisfaction and approval of the said Municipality or its authorized representative, at the cost and expense of the Contractor.

The Contractor further covenants and agrees that all and every of the said materials shall be furnished and delivered and all and every of the said labor shall be done and performed, in every respect to the satisfaction and approval of the Municipality or its aforesaid authorized representative on or before the expiration of Two Hundred Forty-Four(244) calendar days after the date specified in the Notice to Proceed.

It is expressly understood and agreed that in case of the failure on the part of the Contractor for any reason, except with the written consent of the Municipality or its authorized representative, to complete the furnishing and delivery of said materials and the doing and performance of said work within the aforesaid Two Hundred Forty-Four(244) calendar days, the Municipality shall have the right to deduct from any monies due or which may become due the Contractor, or if no moneys shall be due, the Municipality shall have the right to recover the amount of One Thousand Five Hundred Dollars (\$1,500) per day for each and every calendar day elapsing between the time stipulated for completion and the actual date of completion, in accordance with the terms hereof; said deduction to be made or said sum to be recovered, not as a penalty, but as liquidated damages. Provided, however, that upon receipt of written notice from the Contractor of the existence of causes over which said Contractor has no control and which may delay the completion of said work, the Municipality or its authorized representative may, at its discretion, extend the period hereinbefore specified for the completion of said work, and in such case the Contractor shall become liable for said liquidated damages for delays commencing from the date on which said extended period shall expire.

It is distinctly understood and agreed that no claim for extra work or materials, not specifically herein provided, done or furnished by the Contractor, will be allowed by the Municipality or its authorized representative, nor shall the Contractor do any work or furnish any materials not covered by these Specifications and Contract unless such work is ordered in writing by the Municipality or its authorized representative. In no event will the Municipality be liable for any materials furnished or used, or for any work or labor done, unless said materials, work or labor are required of said Contractor on written order furnished by the said Municipality or its authorized representative.

It shall be a condition precedent that the Contractor present a written order from the Municipality or its authorized representative in order to request payment for extra work or material and, in the absence of such written order, the Contractor agrees that he is stopped from making any claim of waiver and/or estoppel; further, any such work or materials which may be done or furnished by the Contractor without such written order first being given, shall be at said Contractor's own risk, cost and expense, and he hereby covenants and agrees that without such written order, he shall make no claim for compensation for work done or materials so furnished.

The Contractor further agrees that he and his Subcontractors shall permit the State of Connecticut, Department of Transportation, the Municipality, or their duly authorized representatives, to examine and copy books and records of the Contractor, as contained in Article 1.05.13 of Form 818, as may be amended by the Special Provisions.

The Contractor further agrees that he and his Subcontractors shall keep all their records relating to this contract until the expiration of three (3) years after final payment under this Contract are made, or six (6) months after settlement of any disputes, whichever may be later.

The bond given by the Contractor, in a sum equal to the total Contract price of the work to be done, to secure a proper compliance with the terms and provisions of this Contract, is hereby made a part hereof.

The Contractor further agrees to receive the prices set forth in the following SCHEDULE OF PRICES as full compensation for furnishing all materials and labor which may be required in the prosecution and completion of the whole of the work to be done under this Contract or agreement, and in all respects to complete said Contract to the satisfaction of the said Municipality.

CERTIFIED RESOLUTION

I, _____, Secretary of _____,
a Firm organized under the laws of the State of _____, DO HEREBY CERTIFY
[STATE OF INCORPORATION]

that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Firm duly held and convened on _____, 20__, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

RESOLVED:

That the following officer(s) of this Firm or any one of them, if applicable:

[NAME(S) AND TITLE(S) OF OFFICER(S)]

is (are) empowered to execute and deliver in the name and on behalf of this Firm, this Firm's contracts, bonds, and other documents required by the *City/Town* of _____ for construction projects, and to affix the Corporate Seal to such documents.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the Corporate Seal of the Firm, this ____ day of _____, 20__.

FIRM'S
SEAL

Name
Secretary

THIS FORM CANNOT BE SUBSTITUTED

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals on the day and year indicated.

WITNESSES:

CITY/TOWN OF

SIGN: _____

By:

PRINT:

Name:

Title:

SIGN: _____

Date:

PRINT:

Municipal Seal:

WITNESSES:

CONTRACTOR:

SIGN: _____

By:

PRINT:

Name:

Title:

SIGN: _____

Date:

PRINT:

Corporate Seal:

THIS FORM TO BE USED IN CONNECTION WITH EACH CONTRACT FOR WHICH A BOND IS REQUIRED FOR THE PERFORMANCE OF ALL THE TERMS, CONDITIONS AND STIPULATIONS OF THE CONTRACT IN ACCORDANCE WITH PLANS AND/OR SPECIFICATIONS.	PERFORMANCE CONTRACT BOND	NAME OF CONTRACTOR
		PROJECT OR CONTRACT
BOND NO.		

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, State of _____, hereinafter called the "Principal," as Principal, and a corporation duly established under the laws of the State of _____ and duly authorized to transact a surety business in the State of Connecticut, hereinafter called the "Surety", as Surety, are firmly bound and held unto the Town/City of _____, as Obligee, in the sum of _____ (\$.....), for the payment whereof said Principal binds itself, its successors and assigns, himself, his heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal has entered into a written contract with the _____ or his authorized agent, acting as agent for the Town/City of _____ for the construction of the _____ in the Town/City of _____, State of Connecticut, which contract, together with all plans and specifications now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to, incorporated in, and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if said Principal shall well and truly keep, perform and execute all the terms, conditions and stipulations of said contract according to its provisions on its/his part to be kept and performed, and shall indemnify the Obligee may sustain by reason of the Principal's failure to comply with said terms, conditions and stipulations, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

Provided, however, that any alterations which may be made in the terms of said contract or in the work done or to be done under it, which may increase or decrease said contract sum by an amount not exceeding 25% thereof, or the giving by the Obligee of any extension of time for the performance of said contract or any other forbearance on the part of either the Obligee or the Principal one to the other, shall not in any way release the Principal and/or the Surety, or either of them, their representatives, heirs, executors, administrators, successors or assigns from the liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby specifically and absolutely waived.

Signed, sealed and executed at _____, Connecticut, this day of _____, 20....

(L.S.)
Principal

Signed, sealed and executed at _____, Connecticut, this day of _____, 20....

(L.S.)
(L.S.)
Surety

If this bond has been executed by more than one surety, said sureties are co-sureties on this bond, and are jointly and severally liable for the full amount of this bond.

		NAME OF CONTRACTOR
		PROJECT OR CONTRACT
BOND NO.	PAYMENT BOND	

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, State of _____,
of _____,
hereinafter called the "Principal," as Principal, and
a corporation duly established under the laws of the State of _____,
and duly authorized to transact a surety business in the State of Connecticut, hereinafter called the "Surety", as Surety,
are firmly bound and held unto the Town/City of _____,
as Obligee, in the sum of _____
_____ (\$_____), for the payment whereof
said Principal binds itself, its successors and assigns, himself, his heirs, executors, administrators and assigns, and said
Surety binds itself, its successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal has entered into a written contract with the _____,
or his authorized agent, acting as agent for the Town/City of _____,
for the construction of _____

which contract, together with all plans and specifications therefor, is hereby referred to, incorporated in, and made a
part of this Bond as though herein fully set forth.

NOW, THEREFORE, if said Principal shall well and faithfully make payment for all materials and labor used or
employed in the execution of such contract, to the extent as required by the General Statutes of Connecticut, as
revised, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

Signed, sealed and executed at _____, Connecticut, this _____ day of _____, 20....

Principal (L.S.)

Signed, sealed and executed at _____, Connecticut, this _____ day of _____, 20....

(L.S.)

Surety (L.S.)

If this bond has been executed by more than one surety, said sureties are co-sureties on this bond, and are jointly and severally liable for the full amount of this bond.

Item 9: Approval of property tax refunds: I move to approve property tax refunds totaling \$10,123.37, as presented

2019-2-40022	AT & T MOBILITY LLC	\$	7,474.86	2/12/2021	P P TAX
2019-3-50938	CAB EAST LLC	\$	111.58	2/12/2021	AH50172
2019-3-57919	VW CREDIT LEASING LTD	\$	244.78	2/12/2021	AH69863
2019-3-57855	VW CREDIT LEASING LTD	\$	376.08	2/12/2021	420ZTD
2018-3-58098	VW CREDIT LEASING LTD	\$	146.44	2/12/2021	AF82781
2019-3-57916	VW CREDIT LEASING LTD	\$	697.25	2/12/2021	AH18393
2019-3-57882	VW CREDIT LEASING LTD	\$	563.56	2/12/2021	930ZXB
2019-3-57914	VW CREDIT LEASING LTD	\$	508.82	2/12/2021	AH07034
TOTAL		\$	10,123.37	SUBMITTED FOR 2/18/2021 MEETING	

Item 10: Approval of the minutes from the Board of Selectmen Regular meeting on February 4, 2021: **I move to approve the unapproved minutes from the February 4, 2021 meeting, as presented.**

**Board of Selectmen
Regular Meeting Minutes
February 4, 2021 at 7.30pm
Meeting to be held remotely due to COVID 19**

1. **Call to order:** First Selectman Christopher Spaulding called the meeting to order at 7.30pm, also in the meeting were Selectwoman Samantha Nestor, Selectman Stephan Grozinger, Town Administrator Jonathan Luiz, Town Attorney Ira Bloom, Ken Edgar from the Planning and Zoning Commission, Chris Faulkner and James Kulpa from VHB , Mike Zumba from Milone and McBroom/SLR , and Town residents participating
2. **Pledge of Allegiance:** The Pledge was recited

First Selectman Spaulding made an announcement that Registrar Mike Zegers will step down from his position effective February 14th. He went on to thank Mr. Zegers' many contributions to the town over the years. Darcy Barrera-Hawes will automatically become the Registrar and will appoint her deputy. No vote is needed.
3. **Interview Mary Welch Francois for a position on the Commission on Aging Committee:** The Board of Selectmen interviewed Mary Francois. The Board will vote in an upcoming meeting.
4. **Interview Zach Lemle for a position on the Historic District Commission:** The Board of Selectmen interviewed Zach Lemle. The Board will vote in an upcoming meeting.
5. **Interview Nicci Weise for a position on the Sustainability Committee:** The Board of Selectmen interviewed Nicci Weise. The Board will vote in an upcoming meeting.
6. **Interview Andy Bill for a position on the Sustainability committee.** The Board of Selectmen interviewed Andy Bill. The Board will vote in an upcoming meeting.
7. **Interview Michael Tobin for a position on the Economic Vitality Committee.** The Board of Selectmen interviewed Michael Tobin. The Board will vote in an upcoming meeting.
8. **Discussion/Decision to reappoint Betsy Peyreigne to the Veterans Affairs Commission for a 2 year term to end December 31, 2022** Selectwoman Nestor moved to reappoint Betsy Peyreigne to the Veterans Affairs Commission for a term to end 12/31/2022. Selectman Grozinger seconded. The motion carried unanimously.
9. **Approval to enter into an agreement with Milone and McBroom for consulting relating to drafting of Village District regulations.** First Selectman Spaulding and Planning and Zoning Commission (PZC) Chair Ken Edgar discussed next steps in drafting Village District regulations. Selectman Grozinger and Selectwoman Nestor expressed their support for the work done on this. Mr. Edgar said he thinks the regulations could be drafted by September. Selectwoman Nestor will connect Mr. Edgar with the Marketing Committee for this project. Selectman Grozinger moved to enter into an agreement with Milone and McBroom for consulting relating to drafting of Village District regulations. Selectwoman Nestor seconded this. The motion carried unanimously.
10. **Discussion/decision to approve Lachat Town Farm private event policy and procedure:** Lachat Town Farm Commission Chair Elizabeth Zeppernick explained the reasoning for private events and said all revenue would go towards the upkeep and maintenance of the Farm. Selectwoman Nestor questioned what insurance requirements are in place for renters. Mr. Luiz said insurance provisions are in the rental agreement. Selectman Grozinger expressed his concern over the use of public address systems and amplifiers disrupting the neighbors. The Board of Selectmen discussed this and asked that the language in the policy be adjusted. Ms. Zeppernick said that the goal is to be a good neighbor and that this is a reasonable amendment. The Board of Selectmen decided they would approve the policy subject to public concerns being expressed by neighbors. Selectman Grozinger moved to approve the proposed Lachat Town Farm private event policy and procedure provided that

the Town send letters explaining the new policy to all neighbors within 250 ft of the Lachat Town Farm boundary lines, and this approval will be subject to ratification or amendment at the discretion of the Board of Selectmen and also provided that there be no more than 1 private event per month with public address systems or amplifiers. Selectwoman Nestor seconded this. The motion carried unanimously.

11. **Discussion/Decision to authorize an agreement with McChord Engineering Associates, Inc.** First Selectman Spaulding explained that since legal appeals have been exhausted, the Town is moving forward on this matter. He said next steps are to get construction drawings and a construction estimate for the project done by an engineering firm. First Selectman Spaulding also said that the nonprofit group Weston Dog Park, Inc. is willing to donate enough money to the Town in order to have McChord Engineering perform that work. Selectman Grozinger mentioned he would like to examine the idea of a dirt highway as opposed to asphalt. First Selectman Spaulding said the engineering firm will report on the impact of dirt vs. gravel. Selectwoman Nestor moved to authorize an agreement with McChord Engineering Associates, Inc. for phase one as proposed. Selectman Grozinger seconded this. The motion carried unanimously.
12. **Discussion/Decision to accept a \$7,000 gift from Weston Dog Park, Inc. group to pay for the Town's expenses associated with an agreement with McChord Engineering Associates, Inc.** First Selectman Spaulding explained that the donation check is for \$7,200. Mr. Luiz mentioned there is a policy on gifts between \$1,000 and \$49,999 which have to be formally accepted by the Board of Selectmen. Selectman Grozinger moved to accept a \$7,200 gift from Weston Dog Park, Inc. group to pay for the Town's expenses associated with an agreement with McChord Engineering Associates, Inc. Selectwoman Nestor seconded this. The motion carried unanimously.
13. **Discussion/Decision to approve a revised Job Description for the Communications Center Director:** Selectwoman Nestor moved to approve a revised Job Description for the Communications Center Director, as presented. Selectman Grozinger seconded. The motion carried unanimously.
14. **Discussion about establishing a Special Town Meeting for the purpose of authorizing the First Selectman to sign a purchase sales agreement for the Fromsen Strassler property to the Aspetuck Land Trust for \$1,143,750.** First Selectman Spaulding and Town Attorney Ira Bloom described a possible scenario where the Town could hold a Special Town Meeting via Zoom. A discussion ensued amongst the Board of Selectmen, Mr. Luiz and Mr. Bloom about how to notify residents and how residents would register to participate.
15. **Update on a State Local Transportation Capital Improvement Plan (LOTICIP) grant.** First Selectman Spaulding explained that Weston has received a LOTICIP award letter for a \$1.8m grant. He went on to explain where the LOTICIP grant stands in comparison to the Community Connectivity grant.
16. **Update on a Federal Transportation Alternatives grant.** First Selectman Spaulding introduced Chris Faulkner from VHB who is hired by The Connecticut Department of Transportation to work as a liaison between the Town and the DOT. Mr. Faulkner explained that Weston has been approved for the \$2.6m grant and that the Town pays 20% and the Federal Government pays 80%. He said construction would likely start in April 2023.
17. **Approval of the minutes from the Board of Selectmen Regular meeting on January 21, 2021 and the Board of Selectmen Special Meeting on January 29, 2021.** Selectwoman Nestor moved and Selectman Grozinger seconded to approve the unapproved minutes of the Board of Selectmen Regular meeting on January 21, 2021 and the Board of Selectmen Special Meeting on January 29, 2021, as presented.
18. **Adjournment:** Selectwoman Nestor moved to adjourn the meeting at 9.48pm. Selectman Grozinger seconded this. The motion carried unanimously.

Item 11: Executive session for the purpose of discussing a potential real estate transaction: **I move to enter into executive session with Jonathan Luiz present for the purpose of discussing a potential real estate transaction**

Item 12: Adjournment: **I move to adjourn**