

**Board of Selectmen
Regular Meeting Agenda
June 3, 2021 at 7.30pm**

Meeting to be held remotely due to COVID 19

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86717051328?pwd=Y3YzWTY0VGVJdmdGTG42SnNrMFZUQT09>

Passcode: 525875

Webinar ID: 867 1705 1328

Dial by phone: 646 558 8656

1. Call to order
2. Pledge of Allegiance
3. Discussion /decision in response to recommendations from the Diversity Equity and Inclusion Advisory Committee
4. Appointment of Sarah Grigerik for an appointment to the Board of Ethics for a term to end December 31, 2021
5. Appointment of Harriet Heller to the Diversity Equity and Inclusion Advisory Committee for a term to end June 30th, 2022
6. Discussion/ decision to establish two alternate members for the Diversity Equity and Inclusion Advisory Committee
7. Appointment of Melissa Conner as an alternate member of the Diversity Equity and Inclusion Advisory Committee for term to end June 30, 2022
8. Interview of Jordan Gladstone for a position on the Commission for Children and Youth
9. Discussion/ decision to approve a \$10,000 supplemental to hire a part-time, seasonal employee entitled "Document Coordinator"
10. Discussion/ decision to authorize a supplemental appropriation as requested by the Facilities Optimization Committee
11. Discussion/ decision about a proposed dog park
12. Discussion/ decision to authorize a supplemental appropriation in the amount of \$5,000 to hire McChord Engineering to create revised plans and construction cost estimates for a dog park
13. Discussion/ decision to hold an "Explore Valley Forge" event
14. Discussion/ decision to authorize the First Selectman to sign a building permit software contract
15. Approval of the minutes from the Special Meeting on April 15, 2021, the Tri-Board meeting on April 19, 2021 and the Regular Meeting minutes from May 20, 2021
16. Adjournment

DRAFT Motions for the June 3, 2021 BOS Reg Meeting

1. Call to order: **No motion**
2. Pledge of Allegiance: **No motion**
3. Discussion /decisions in response to recommendations from the Diversity Equity and Inclusion Advisory Committee: **No motion**
4. Appointment of Sarah Grigerick to the Board of Ethics for a term to end December 31, 2021: **I move to appoint Sarah Grigerick to the Board of Ethics for a term to end December 31, 2021**
5. Appointment of Harriet Heller to the Diversity Equity and Inclusion Advisory Committee for a term to end June 30, 2022: **I move to appoint Harriet Heller to the Diversity Equity and Inclusion Advisory Committee for a term to end June 30, 2022**
6. Discussion/decision to establish two alternate positions for the Diversity Equity and Inclusion Advisory Committee: **I move to establish two alternate positions for the Diversity Equity and Inclusion Advisory Committee**
7. Appointment of Melissa Conner as an alternate to the Diversity Equity and Inclusion Advisory Committee for a term to end June 30, 2022: **I move to appoint Melissa Conner as an alternate to the Diversity Equity and Inclusion Advisory Committee for a term to end June 30, 2022**
8. Interview of Jordan Gladstone for a position on the Commission for Children and Youth: **No motion**
9. Discussion/ decision to approve a \$10,000 supplemental appropriation to hire a part-time, seasonal employee entitled "Document Coordinator": **I move to approve a \$10,000 supplemental appropriation to hire a part-time, seasonal employee entitled "Document Coordinator"**
10. Discussion/ decision to authorize a supplemental appropriation as requested by the Facilities Optimization Committee: **I move to authorize a supplemental appropriation as requested by the Facilities Optimization Committee**
11. Discussion/ decision about a proposed dog park: **No motion**
12. Discussion/decision to authorize a supplemental appropriation in the amount of \$5,000 to hire McChord Engineering to create revised plans and construction cost estimates for a dog park: **I move to authorize a supplemental appropriation in the amount of \$5,000 to hire McChord Engineering to create revised plans and construction cost estimates for a dog park**
13. Discussion/ decision to hold an "Explore Valley Forge" event: **no motion**
14. Discussion/ decision to authorize the First Selectman to sign a building permit software contract: **I move to authorize the First Selectman to sign a building permit software contract**
15. Approval of the minutes from the Special Meeting on April 15, 2021, the Tri-Board meeting on April 19, 2021 and the Regular Meeting minutes from May 20, 2021: **I move to approve the unapproved minutes from the Special Meeting on April 15, 2021, the Tri-Board meeting on April 19, 2021 and the Regular Meeting minutes from May 20, 2021, as presented.**
16. Adjournment: **I move to adjourn.**

1. Call to order: **No motion**
2. Pledge of Allegiance: **No motion**
3. Discussion /decisions in response to recommendations from the Diversity Equity and Inclusion Advisory Committee: **No motion**



Jonathan Luiz <jluiz@westonct.gov>

Requests by the Weston BOS

1 message

Jonathan Luiz <jluiz@westonct.gov>
To: Ira Bloom <ibloom@berchemmoses.com>

Fri, May 21, 2021 at 12:38 PM

Hi Ira,

Last night's BOS meeting raised several questions for the Town Attorney to look into.

Provide a legal memo that answers these questions:

- 1) Would it be legal for Weston to have a Civilian Review Board given the fact that Weston has an elected Police Commission?
- 2) If yes, then would it cause conflict, dysfunction, and/or confusion since both parties could legally investigate complaints against the police?
- 3) If yes, then could members of the Civilian Review Board be appointed? Consider that members of the Police Commission are elected.
- 4) Does the Board of Selectmen have the authority to hire an attorney to investigate the actions of the Weston Police Department and the actions of the Weston Police Commission as those actions pertain to the complaints made by Weston resident Walter Simson III? Selectman Grozinger said last night that CGS Sec/ 7-283 would effectively prevent the BOS from hiring an attorney to investigate the **Department**.

Would you and Eileen (assuming she would be writing the memo) be able to attend the June 3rd BOS meeting via Zoom? It is tentatively scheduled to start at 7:30 pm.

Sincerely,
Jonathan Luiz
Weston Town Administrator



MEMORANDUM

To: Chris Spaulding, First Selectman
Jonathan Luiz, Town Administrator

Cc: Ira Bloom, Town Attorney
Floyd Dugas, Town Attorney's Office

From: Eileen Lavigne Flug, Town Attorney's Office

Date: June 2, 2021

Re: Police Commissions and Civilian Review Boards

You asked for a memo answering the underlined questions below.

1) Would it be legal for Weston to have a Civilian Review Board given the fact that Weston has an elected Police Commission?

Answer: Yes, Weston may have an appointed (or elected) civilian review board (CRB), along with an elected Police Commission. Section 17 of the recently-enacted Act Concerning Police Accountability (Public Act No. 20-1) permits the legislative body of any municipality to create a civilian police review board by ordinance. The Act does not prohibit municipalities with elected police commissions from forming elected or appointed CRBs, and it does not require that any CRB be appointed or elected based on the appointment or election of a police commission. In fact, Section 17 does not mention police commissions at all.

2) If yes, then would it cause conflict, dysfunction, and/or confusion since both parties could legally investigate complaints against the police?

Answer: A properly drafted ordinance would not cause conflict, dysfunction and/or confusion. The police commission would continue its duties as provided in the statutes, Town Charter and Town Code of Ordinances, which in addition to regulation of stop signs (Code §195-13), parking

regulations (Code § 195-10), and hiring the Police Chief (Charter § 6.6(b)), has the following statutory duties:

Code § 18-18 Powers and duties.

A. The Board of Police Commissioners shall have all of the powers and duties provided to a board of police commissioners by the General Statutes of the state, including but not limited to the following powers and duties:

(1) Subject to approval by the Board of Selectmen, the creation of a Town Police Department.

(2) The general management and supervision of the Town Police Department.

(3) The right to make all regulations for the government of the Town Police Department.

(4) The right to prescribe suitable penalties for violations of Town Police Department regulations, including but not limited to suspension or removal from office of any officer or member of the Police Department for cause.

B. The Board shall have the sole power of appointment, promotion and removal of officers of the Town Police Department under and pursuant to its regulations.

The CRB would be charged with reviewing and investigating civilian complaints and making recommendations to the chief for further action. Neither the statutes, Town Charter, nor Code of Ordinances specifically give the police commission the power to investigate civilian complaints, so the ordinance would make clear, under the Police Accountability Act, that it is the role of the CRP to do that.

Note that the City of New Haven has both a board of police commissioners and a CRB, although the members of both entities are appointed. There is a clear delineation of duties prescribed for each entity. The police commission has the statutory powers, and, among other things, advises and consults with the police chief; works with the chief to make all policies, rules and regulations regarding the administration of the police department; has the sole power of appointment and promotion of sworn members of the department; and has the power to remove, reduce in rank, or suspend any sworn member of the department after a hearing on the charges.

The New Haven CRB's role includes monitoring, reviewing, and conducting independent investigations of civilian complaints of police misconduct by police officers, and hearing appeals of internal affairs investigations. It is empowered to hire independent investigators and to rely on the findings and investigative reports of such investigators. Following its review, the CRB reports its findings and recommendations to the police chief, the board of police commissioners, and the complainant.

3) If yes, then could members of the Civilian Review Board be appointed? Consider that members of the Police Commission are elected.

Answer: Yes, the Police Accountability Act allows the legislative body to determine whether the CRB is elected or appointed. Note that many municipalities have ethics commissions that are appointed and that are charged with reviewing complaints against elected and appointed officials (examples include Trumbull, Stamford, Bridgeport, and others), so it is not unusual for appointed officials to review the actions of elected officials. Many CRBs specifically have the power to review the results of, and/or hear appeals of, previous investigations of police misconduct by other entities, and the Weston ordinance could do the same.



Jonathan Luiz <jluiz@westonct.gov>

Weston DEI Advisory Committee Recommendations

1 message

Gillann Blunski <westondiversity@gmail.com>

Sun, May 16, 2021 at 3:03 PM

To: Jonathan Luiz <jluiz@westonct.gov>

Hello Jonathan,

Last week the DEI Advisory Committee met as a follow-up to the concerns regarding the Walter Simpson incident and subsequent investigation.

The results of the meeting included recommendations and actions that the BOS could support or initiate. Below is a brief list of those items that have been approved by the entire advisory committee with the understanding that language might need to be adjusted or changed going forward.

I will send the meeting minutes for your reference when I receive them.

The recommendations include the following:

1. Support a study (DEI is willing to do) on Civilian Review Boards, Police Commissions, how they work together or independently. In addition, we will review how Weston Police Commission's current policies and procedures compare with Regional guidelines.
2. Hire an independent third party to immediately investigate the actions of the Weston Police department and Weston Police commission concerning Walter Simpson's November 21st, 2019 interaction with WPD and the subsequent response by the WPD and Police Commission to the complaint about the incident and complaints made about the investigation of the incident.
3. Implement the Police Engagement Program (PEP).
<https://www.stratfordpal.com/page/show/5711135-police-engagement-program-r->
4. Educate the public and boards/committees/commissions with Anti-bias training similar in concept to the current FOIA webinars. Training should be conducted on a continuous basis.
5. Pass Town Ordinance that under specified circumstances would create penalties for falsely reporting certain incidents or misusing the emergency 911 system.
<https://www.cga.ct.gov/2007/SUM/2007SUM00106-R03HB-07270-SUM.htm>

As a committee we also agreed that this language would be changed and altered so that it might be used as motions for the BOS. You can see that in the video and minutes.

In the meantime, I am at your disposal to attend the meeting and answer questions that might arise. I will also be sending a deck that includes back up materials on Tuesday May 18th, so that the BOS might have some additional resources at their disposal.

Regards,
Gillann Blunski
Regards,

Gillann Blunski

4. Appointment of Sarah Grigerick to the Board of Ethics for a term to end December 31, 2021: **I move to appoint Sarah Grigerick to the Board of Ethics for a term to end December 31, 2021**

INSIGHTS PROFESSIONAL

- Extensive experience across B2C, B2B and B2B2C strategic insight development.
- Leads research, design, strategy, and implementation of enterprise-wide marketing initiatives.

ANTHEM INC. Weston, CT

Oct. 2017 – present

Director, Market Strategy & Insights

- Leads all insight activities for Anthem's \$3.6B National Accounts business. Uses research and insights to enhance ANA's market position and value proposition to achieve a 98.5% retention rate; 225% YOY membership enrollment improvement and 40% new business close ratio through: expanded and optimized client satisfaction tracking program; development of a comprehensive Win/Loss program; development and implementation of a new employer segmentation strategy; embedding a culture of insights within the organization.
- Responsible for insight activities for Anthem's Provider segment. Developed a new provider tracking program that provides a comprehensive view of Anthem's provider experience and competitive positioning; spurred new product development necessary to compete in the changing healthcare environment, including: HPN networks, UM efficiencies, digital first strategy.
- Collaborator in cross-functional teams that provide strategic thought leadership to our business and marketing partners as we navigate through COVID, a transforming healthcare landscape, and a shifting role for market insights.

AETNA INC. Weston, CT

2012 – Oct. 2017

Market Research Senior Manager

Led all insight activities for Aetna's \$31B Commercial and Group Businesses, including Individual/Exchange, National Accounts, Local & Regional Businesses, Public & Labor, Federal, Student Health, Life & Disability.

- Developed the new customer satisfaction program for National Accounts, helping the account team in 2016 to achieve positive total net membership for the first time since 2009, outselling all of our competitors and improving membership retention to 96%.
- Worked with Aetna's ACA business team to create our new consumer business model, based on segmentation, product optimization and consumer journey insight analysis, which resulted in the acquisition of 950K new members.
- Led Aetna's segmentation study, helping the enterprise define target consumer and employer market segments within each business area in collaboration with analytics to optimize profitability, which resulted in a new business portfolio management approach.
- Led the creative insight activities for Aetna's \$300M Brand re-launch, including all research related to messaging/communications, RTBs, social collaboration, and integration.
- Developed a brand health tracking program that provides a unified view of opportunities and risks across Aetna's Individual exchange business, making recommendations on where to play in order to maintain a sustainable pool of risk within our HIX plans.
- Reported to Executive Leadership, including Aetna's President, on major project initiatives.

AETNA INC. Hartford, CT

2009 – 2012

Market Research Manager

Managed Aetna's \$1.3 million loyalty and satisfaction tracking program, a collection of 22 surveys that measure and trend critical market performance among Aetna's key external constituents: members; sponsors, providers, and brokers.

- Used research insights to aid the businesses in developing their yearly operating and three-year strategic plans, which helped Aetna increase member satisfaction and improve retention in a recessionary environment (membership at 18M and revenue at \$23B remained steady despite steep losses at competitors).

Led all insight activities for the development of Aetna's value-based network strategy (ACOs).

- Developed value proposition, identified target customers, mapped customer journey, and refined broker/sponsor communications, which increased penetration from 0 to 6.2M medical members who receive care from physicians practicing value-based medicine.

AETNA INC. Hartford, CT

2005 – 2009

Market Researcher, Business Intelligence

Developed the organization's three-year planning document linking macro, health system and sector trends with their implications for our primary constituents and the company's overall business model.

In response to a changing marketplace, developed a research based, differentiated value proposition and customer segmentation strategy for \$20B National Accounts business.

- Developed the research base for a low-cost model that better positions Aetna to compete in the increasingly price-sensitive Select Account and Small Group segments.
- Created a series of proprietary white papers and executive level presentations on consumer engagement best practices.
- Provided consultative guidance to senior business leaders in leveraging consumer research and insights into differentiated sales tools and programs, helping to solidify Aetna as the market leader in consumerism.
- Developed the methodology used by the businesses to calculate their fair share opportunity and deliver on second-generation market sizing for business growth areas, including the Individual and Retiree markets

FUTURES, INC. Hartford, CT

2004-2005

Behavioral Interventionist

Primary responsibilities included the assessment, design and implementation of one-on-one interventions for children experiencing academic difficulties; consultation with special service coordinators and administrators in the HPS system.

TSD COMMUNICATIONS Washington, DC

2001-2004

Research Analyst

Primary responsibilities included the design of strategic communications plans for clients such as Athens 2004, The Hartford and Microsoft Europe.

CRAVATH, SWAINE & MOORE New York, NY

1998-2001

Litigation Legal Assistant

Primary responsibilities included supporting lawyers in all phases of the litigation practice, from pre-complaint investigation through trial and appeal.

EDUCATIONAL BACKGROUND

- M.A. University of Connecticut, 2006, Major: Educational Psychology
Dissertation Topic: Comparing the effects of a peer-maintained versus an adult-maintained Check-in, Check-out (CICO) intervention.
- B.A. Washington & Lee University, 1998, Major: English
University College, Oxford, 1997, Major: British Literature
- ABD, Ph.D. Candidate University of Connecticut, 2007, Major: Educational Psychology
Coursework complete

PUBLICATIONS

- Kehle, T.J., Bray, M. A. & Grigerick, S. E. (2009). R.I.C.H. Applications. *Evidence-Based Practice in Infant and Early Childhood Psychology*, 24, 687-702.
- Nicholson, H., Foote, C., Grigerick, S. (2009). Deleterious effects of psychotherapy and counseling in the schools. *Psychology in the Schools, Individual and group counseling in the practice of school psychology*, 46(3), 232-237.
- Bray, M. A., Kehle, T. J., & Grigerick, S. E. (2008). Best practices in the assessment and remediation of communication disorders. In A. Thomas & J. Grimes (Eds.), *Best practices in school psychology V*. Silver Springs, MD: National Association of School Psychologists.
- Bray, M. A., Kehle, T. J., Grigerick, S. E., Loftus, S., & Nicholson, H. (2008). Children with asthma: Assessment and treatment in school settings. *Psychology in the Schools, The Practitioner's Edition on School-Based Health Promotion*, 45(1), 63-73.
- Kehle, T. J., Bray, M. A., & Grigerick, S. E. (2007). Infant and child attachment as it relates to school-based outcomes, *Journal of Early Childhood and Infant Psychology*, 3, 47-60.
- Tillman, T., Kehle, T. J., Bray, M. A., Chafouleas, S. M., & Grigerick, S. E. (2007). Elementary school students'

perceptions of overweight peers. *Canadian Journal of School Psychology, 22(1)*, 68-80.

5. Appointment of Harriet Heller to the Diversity Equity and Inclusion Advisory Committee for a term to end June 30, 2022: **I move to appoint Harriet Heller to the Diversity Equity and Inclusion Advisory Committee for a term to end June 30, 2022**

Harriette Heller
126 Valley Forge Road
Weston CT 06883
203-858-1781

Retired human services professional and National Coalition Building Institute trainer, who has co-led hundreds of diversity training sessions for governmental organizations, schools, universities, and public and private institutions. Now looking for opportunities to drive change in Weston, especially in the areas of understanding, respect, civility, and kindness in the Diversity, Equity, and Inclusion space.

Work Highlights:

- *Executive Director Mayors Voluntary Action Center*
 - Served as liaison between city government and all voluntary (not for profit) agencies in NYC. Developed training programs for board development, not for profit management, fundraising skills, and advocacy groups.
 - Created a clothing bank program to collect manufacturers' overruns and counterfeit designer clothing and redistributed them to over 500 agencies. This clothing bank handled over \$1 million in clothing donations annually and also functioned as a job site for approximately 40 prisoners on a day release program
 - Met with representatives from European and Asian countries to assist them in developing volunteer programs in places without a cultural background in volunteerism
- *Administrator New York City Child Welfare Agency*
 - Created volunteer department to service residents in 50 congregate care facilities operated by NYC. Services included tutoring, athletic events, group therapy, team building, job readiness, mentorship, and social skills training.
 - Successfully wrote grants to secure funds for special projects
- *Supervisor New York City Department of Parole*
 - Supervised caseload of clients who had been to prison and were serving the remainder of their sentence in the community
- *Supervisor New York City Department of Probation*
 - Supervised caseload of 20 clients sentenced to probation (in lieu of prison)

Volunteer Highlights:

- Weston Library Board
- Weston Board of Ethics
- Weston Committee on Aging

Education:

- Master's in Communications, New York University
- Bachelor of Arts, Connecticut College

6. Discussion/decision to establish two alternate positions for the Diversity Equity and Inclusion Advisory Committee: **I move to establish two alternate positions for the Diversity Equity and Inclusion Advisory Committee**

7. Appointment of Melissa Conner as an alternate to the Diversity Equity and Inclusion Advisory Committee for a term to end June 30, 2022: **I move to appoint Melissa Conner as an alternate to the Diversity Equity and Inclusion Advisory Committee for a term to end June 30, 2022**

MELISSA DUREN CONNER

maduren@gmail.com ★ 203.512.0998

PROFESSIONAL EXPERIENCE

Jennifer Bett Communications

Partner, Managing Director

New York, NY
July 2014 - Present

One of the few BIPOC leaders in the PR space, Melissa Duren Conner joined Jennifer Bett Communications in 2014 as the agency's Partner and Managing Director. Since then, she has been instrumental in growing JBC into the premiere media relations agency for fast-growing, venture-backed startups in industries spanning fashion and beauty, health and wellness, food and beverage, consumer technology, social impact, home and more.

From the start, Melissa and JBC Founder Jennifer Bett Meyer have championed digitally-native, direct-to-consumer brands, female founders and a nontraditional approach to building household names out of today's most dynamic startups. Their vision to focus on deeper, more meaningful narratives, often set around founders, has propelled brands to the forefront of their competitive set.

Under Conner's leadership, the agency has produced successful campaigns for some of today's most buzzed-about brands including Bulletproof, Farmgirl Flowers, Grove Collaborative, Marie Kondo, Parachute and Recess.

Starting as a two-woman team, JBC is now a bi-coastal 30-person company and has made good on its initial vision to support women-run businesses, which comprise two-thirds of JBC's roster. Representing women-run brands that are collectively valued at nearly \$1 billion, they've also helped them raise more than \$500M in venture capital.

Communications Consultant

May 2013 - July 2014

- Provided full-service PR services for fashion, accessories, lifestyle and tech clients, and consulted with new-to-market brands, providing insight into all aspects of launch strategy and positioning

Joe Fresh

U.S. Public Relations Director

September 2012 - May 2013

- Spearheaded PR services throughout the U.S. launch of Joe Fresh, Canada's leading fashion retail chain

Theory

Senior PR Manager

October 2011 - September 2012

- Oversaw the press strategy of the core brand, in addition to the then-recently-launched Theyskens' Theory

Starworks Group

Senior Manager of Public Relations

July 2010 - October 2011

- Led INTERMIX's 10th anniversary, in addition to PR operations for Monique Lhuillier, Zimmermann and more

HL Group

Senior Manager

June 2008 - July 2010

- Guided PR services for TOMS, David Yurman and Sotheby's Diamonds

EDUCATION

Fordham University

B.S. in Business Administration, Marketing Concentration

Bronx, New York

Class of 2008

AWARDS & ACHIEVEMENTS

- Featured as a member of the Public Relations Society of America's 2017 15 Under 35 Awards, and named an honoree of Crain's 2021 Notable in Marketing and PR Awards
- Published op-eds in [Katie Couric Media](#) and [Motherly](#), and profiled in [Forbes](#) and [Entrepreneur](#)
- Serves as a frequent guest speaker at conferences, including Digiday, Shopify and Female Founder Collective

8. Interview of Jordan Gladstone for a position on the Commission for Children and Youth: **No motion**

JORDAN EMILY GLADSTONE

34 Tubbs Spring Dr
Weston, 06883
jordangladstone769@gmail.com
DOB: 07/23/2004

EDUCATION

Weston High School Class of 2022
Weston, 06883

ACADEMIC HONORS

Honor Roll, various semesters, Weston High School, 2019 - present

National Interscholastic Athletic Administrators Association Scholar Athlete Award, Weston High School, November 2019
Field Hockey

South-West Conference All-Conference Academic Team, December 2020
Unified Sports

MENTORING STUDENTS WITH DISABILITIES: SERVICE & LEADERSHIP

Leadership Education

CT Association of Schools-CT Interscholastic Athletic Conference (CAS-CIAC) High School Leadership Conference, 2019 (Central CT State University), 2020 *2020 online due to COVID-19

*Selected by CIAC to represent the Special Olympics

Included: leadership exploration and empowerment through group activities; listening to guest speakers such as Ray Rice (former NFL player), Adam Greenberg (former MLB player), and Kate Garner.

National Federation of State High School Associations (NFHS) National Leadership Summit, 2019 (Indianapolis, IN), 2020 *2020 online due to COVID-19

*Selected by CIAC to represent CT, Unified Sports, and Special Olympics on a national level.

Included: participating in sessions about the college process, leadership skills in sports settings, brain mapping, and relationship building; listening to guest speakers such as Julie Carrier, Deanna Singh, Deb Hult, Greg Dale (2020), and Omari Pearson, Kevin Ringhofer, Deb Hult, Greg Dale, Omari Pearson, Adrienne Bulinski, and Harvey Alston (2019).

Honors

Weston's Youth Ambassador for Unified Sports, 2020 - present

Selected by Weston High School's Unified Sports coach to represent Weston at the state level.

Includes: attending leadership summits.

Certificate of Friendship, Circle of Friends, Weston, CT, Spring 2019, 2020

In recognition of outstanding accomplishments and contributions to the Circle of Friendship program.

Awarded by the Circle of Friends organization during the Evening of Recognition.

CIAC Unified Sports Award, Weston, CT, May 2019

Awarded by CT Interscholastic Athletic Conference in recognition of being an outstanding athlete and partner in the Unified Sports program.

Michael's Cup Unified Sports Essay Contest State Winner, April 2019

Nominated by Weston High School's Unified Sports coach. Essay selected from over 500 submissions.

Michael's Cup Unified Sports Mike Savage Teammate Award of Excellence, April 2019

Awarded by CT Special Olympics in recognition of outstanding dedication and sportsmanship in Unified Sports.

Interviewed on Connecticut Sports Scene, July 2019

Selected by CIAC to represent Special Olympics in an interview with Joe Ryan on his show, "Connecticut Sports Scene," about Special Olympics and Unified Sports.

Weston High School Awards Assembly June 2019

Recognized for my achievements with the Weston High School community.

Service

Unified Sports, Weston High School, 2018 - present

President, 2019-present

President includes: assigning volunteers to athletes; coordinating meeting times; running social media accounts; communicating with parents and students.

Also includes: working with middle school and high school students with special needs weekly playing various sports (basketball in the winter, soccer in the spring, and track in the fall); encouraging development of social skills; being a mentor and positive role model.

Circle of Friends, Weston High School, 2018 - present

President, 2019-present

President includes: communicating with volunteers; running social media accounts; scheduling availability for parties with the Unified Sports coach.

Also includes: planning and running monthly holiday parties for children in the Unified Sports program.

Unified Art, Weston High School, 2019 - present

Founder & President

President includes: planning crafts; gathering all craft supplies; communicating with parents and students; coordinating paraprofessionals as needed.

Also includes: completing various themed art projects with students with special needs; creating a safe and fun environment for all; encouraging development of social skills; being a positive role model and mentor.

Special Olympics, Weston, CT, Springs 2017 - present

Volunteer

Includes: I work with one specific child helping him run the 50 and the 100 meter races.

Pegasus Therapeutic Riding Club, Weston High School, 2019 - 2020

Member

Included: planning and executing fundraisers (bake sales and sales of branded merchandise) in order to raise money to fund the program; assisted with running social media accounts creating awareness about the benefits of the program to people with special needs.

ADDITIONAL VOLUNTEERISM/COMMUNITY SERVICE

Jaguar Rescue Center, Puerto Viejo, Costa Rica, Summer 2019

Volunteer (Total Hours: 80)

Included: working with a wide variety of exotic animals such as two-toed and three-toed sloths, spider monkeys, white-faced capuchin monkeys, parrots and toucans; cleaning the animals' habitats' preparing the food and feeding the animals; assisting with general upkeep of the Center.

ATHLETICS

WHS Field Hockey Team, Weston High School, 2018, 2019

Goalie

WHS Softball Team, Weston High School, 2019 2020, 2021, (2022)

2nd and 3rd Base

WORK EXPERIENCE

Weston - Westport Hebrew School, Weston, CT, October 2019 - March 2020 *stopped due to COVID-19

Teaching Assistant

Included: working with students ages 7 - 13; assisted in teaching prayers, stories, and Jewish culture; assisted in teaching the reading and writing of Hebrew.

9. Discussion/ decision to approve a \$10,000 supplemental appropriation to hire a part-time, seasonal employee entitled "Document Coordinator": **I move to approve a \$10,000 supplemental appropriation to hire a part-time, seasonal employee entitled "Document Coordinator"**

10. Discussion/ decision to authorize a supplemental appropriation as requested by the Facilities Optimization Committee: I move to authorize a supplemental appropriation as requested by the Facilities Optimization Committee

11. Discussion/ decision about a proposed dog park:

No motion

Weston Dog Park - Construction Cost Estimate

SITE CLEARING/EROSION AND SEDIMENTATION CONTROLS

ITEM	QTY	UNIT	UNIT COST	AMT
Dust Control	3	Months	\$ 150.00	\$ 450.00
Clear Dead Trees, Remove Invasives, Leaners, Branches to 7' at Dog Park	1	LS	\$ 40,000.00	\$ 40,000.00
Clear/Grub, Cut Trees, Remove Invasives for Access Road Construction	1	LS	\$ 140,000.00	\$ 140,000.00
Construction Entrance and Maintenance	3	Months	\$ 500.00	\$ 1,500.00
Haybales	190	LF	\$ 25.00	\$ 4,750.00
Silt Fence & Maintenance	3,100	LF	\$ 4.00	\$ 12,400.00
Staked Haybale Ring	1	EA	\$ 300.00	\$ 300.00
TOTAL				\$ 199,400.00

SITE EARTHWORK

ITEM	QTY	UNIT	UNIT COST	AMT
Excavate Cut @ Driveway & Parking	3,500	CY	\$ 12.00	\$ 42,000.00
Excavate Cut @ Detention System	300	CY	\$ 12.00	\$ 3,600.00
Excavate Cut @ Swale	750	CY	\$ 12.00	\$ 9,000.00
Maintain Native Soil Excavation for Fill Or Haul Off	4,550	CY	\$ 12.00	\$ 54,600.00
Grading & Placement of Material @ Driveway & Parking	39,400	SF	\$ 1.30	\$ 51,220.00
Grading & Placement of Material @ Detention Systems	2,000	SF	\$ 1.30	\$ 2,600.00
Grading & Placement of Material @ Rip Rap Swale	9,000	SF	\$ 1.30	\$ 11,700.00
Topsoil, Seed and Mulch Disturbed Areas Next to Road	26,000	SF	\$ 1.20	\$ 31,200.00
TOTAL				\$ 205,920.00

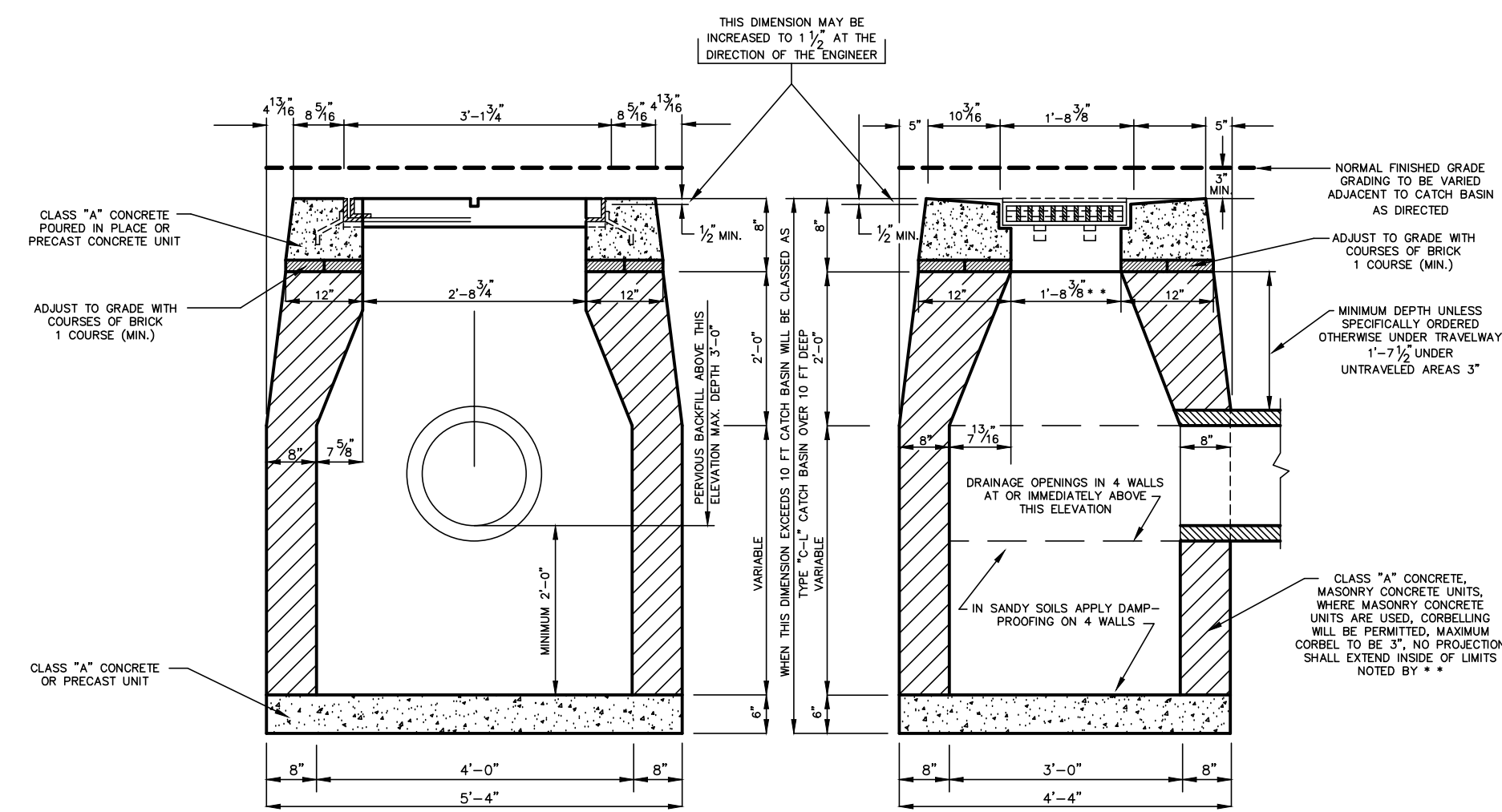
MATERIALS

ITEM	QTY	UNIT	UNIT COST	AMT
3/4" Process (Delivered) (Driveway)	1,100	TON	\$ 28.00	\$ 30,800.00
1-1/4" Process (Delivered) (Driveway)	1,450	TON	\$ 26.00	\$ 37,700.00
Modified Rip Rap (Delivered)	470	TON	\$ 34.00	\$ 15,980.00
Detention System Crushed Stone (Delivered)	140	TON	\$ 25.00	\$ 3,500.00
6-ft Chainlink Fence (Material and Labor)	1,770	LF	\$ 20.00	\$ 35,400.00
TOTAL				\$ 123,380.00

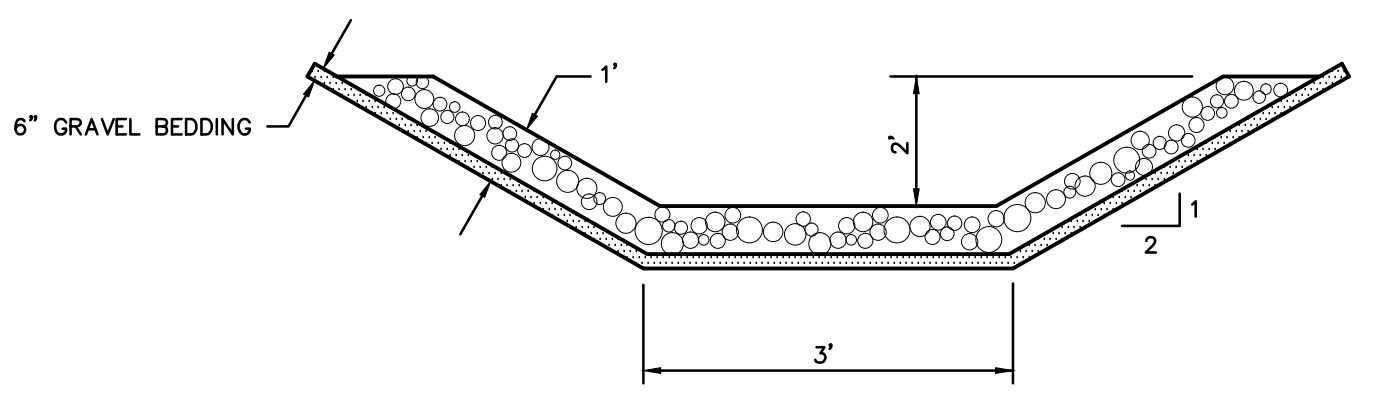
STORM WATER STRUCTURES

ITEM	QTY	UNIT	UNIT COST	AMT
Catch Basin (Material and Install)	2	EA	\$ 2,500.00	\$ 5,000.00
HDPE Pipe (Material and Install)	80	LF	\$ 60.00	\$ 4,800.00
Cultec Recharger 330XLHD (Material and Install)	45	EA	\$ 500.00	\$ 22,500.00
TOTAL				\$ 32,300.00

TOTAL COST EST. \$ 561,000.00



CATCH BASIN DETAIL
N.T.S.

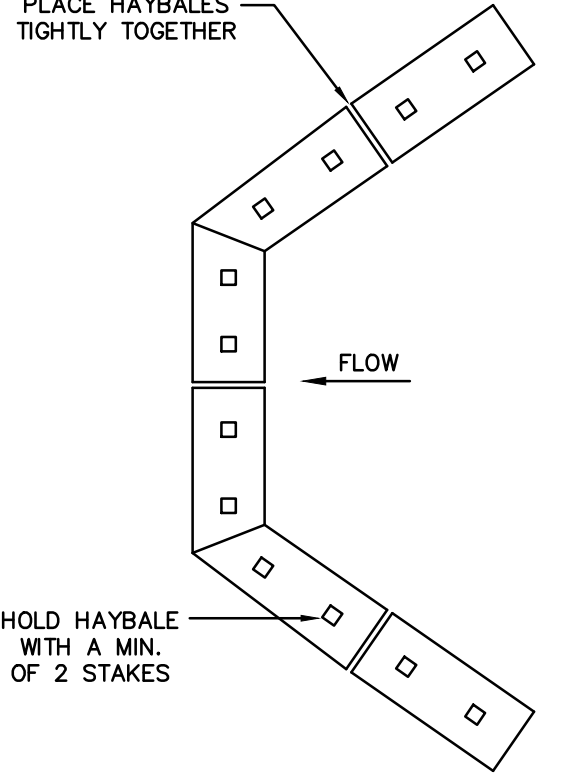


MODIFIED RIP RAP - THIS MATERIAL SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

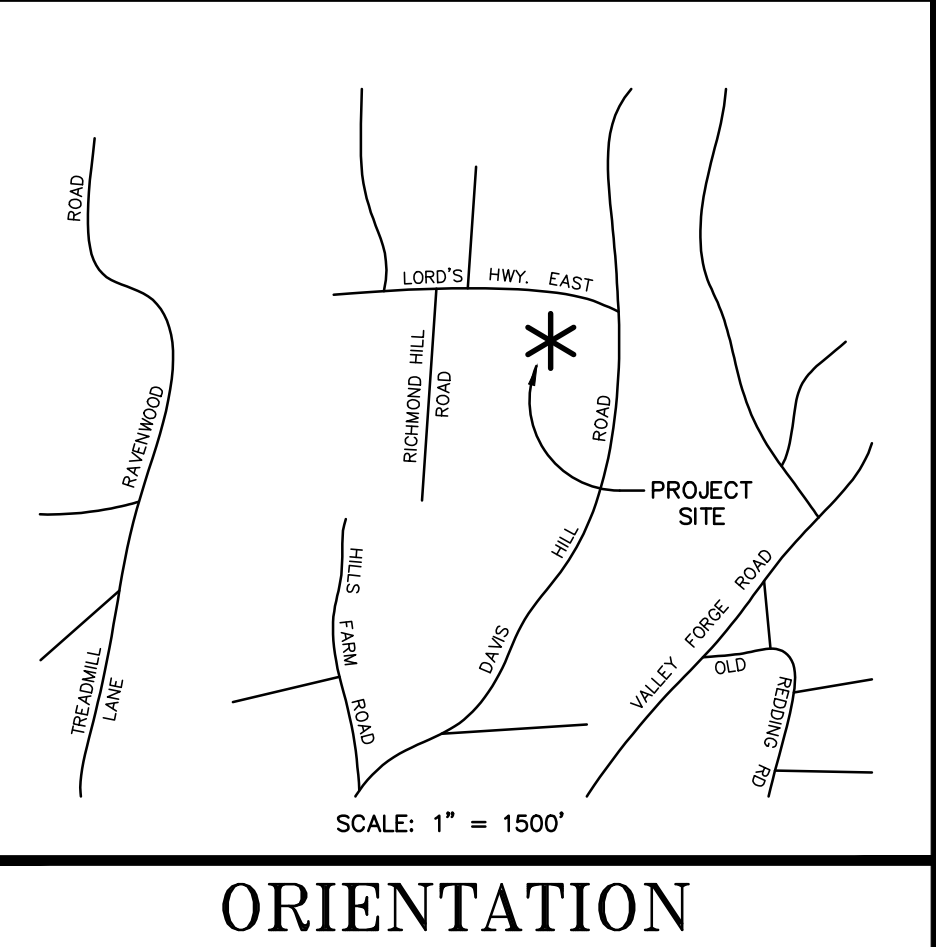
STONE SIZE	PERCENT OF THE MASS
10" OR OVER	0
6" TO 10"	20-50
4" TO 6"	30-60
2" TO 4"	30-60
1" TO 2"	10-20
LESS THAN 1"	0-10

SOURCE - U.S. DEPARTMENT OF AGRICULTURE, SOIL CONSERVATION SERVICE, STORRS, CONNECTICUT

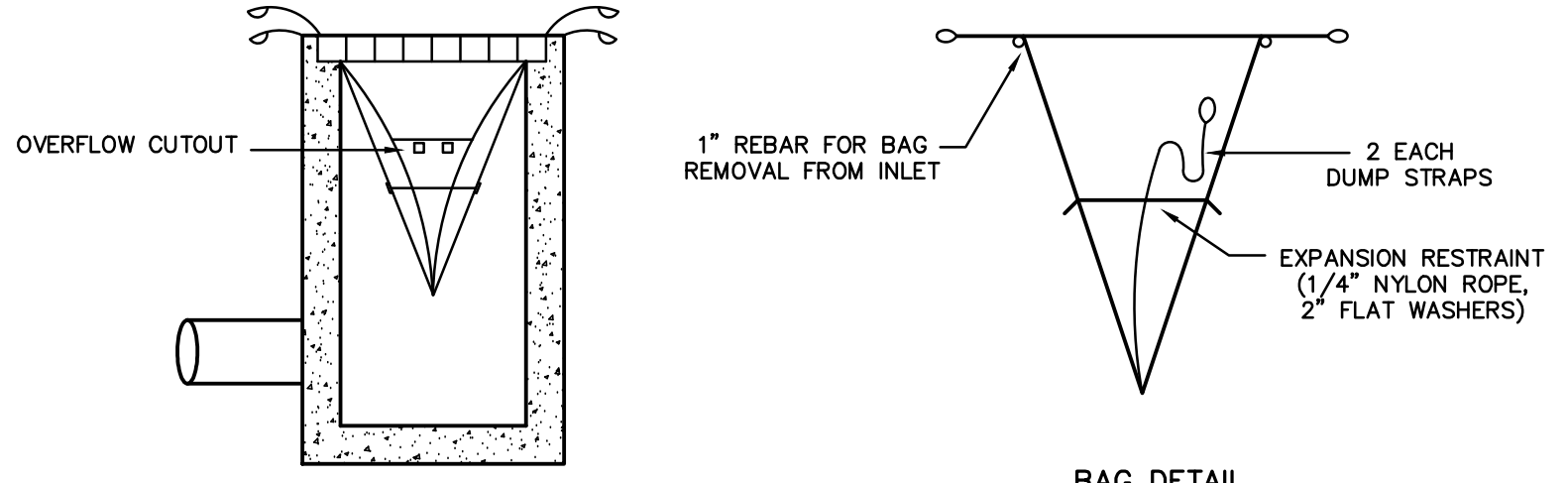
RIP RAP CHANNEL DETAIL
N.T.S.



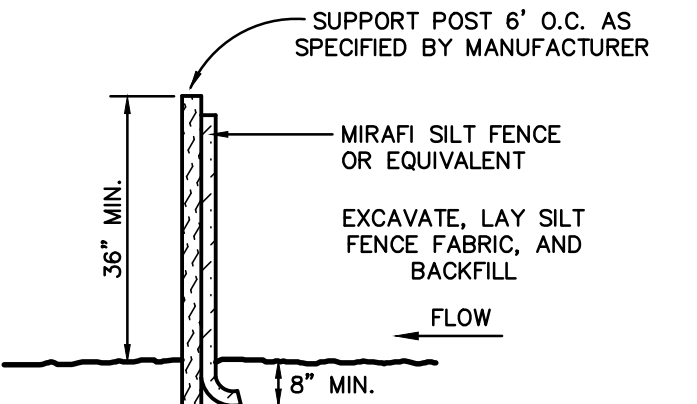
HAYBALE CHECK DAM DETAIL
N.T.S.



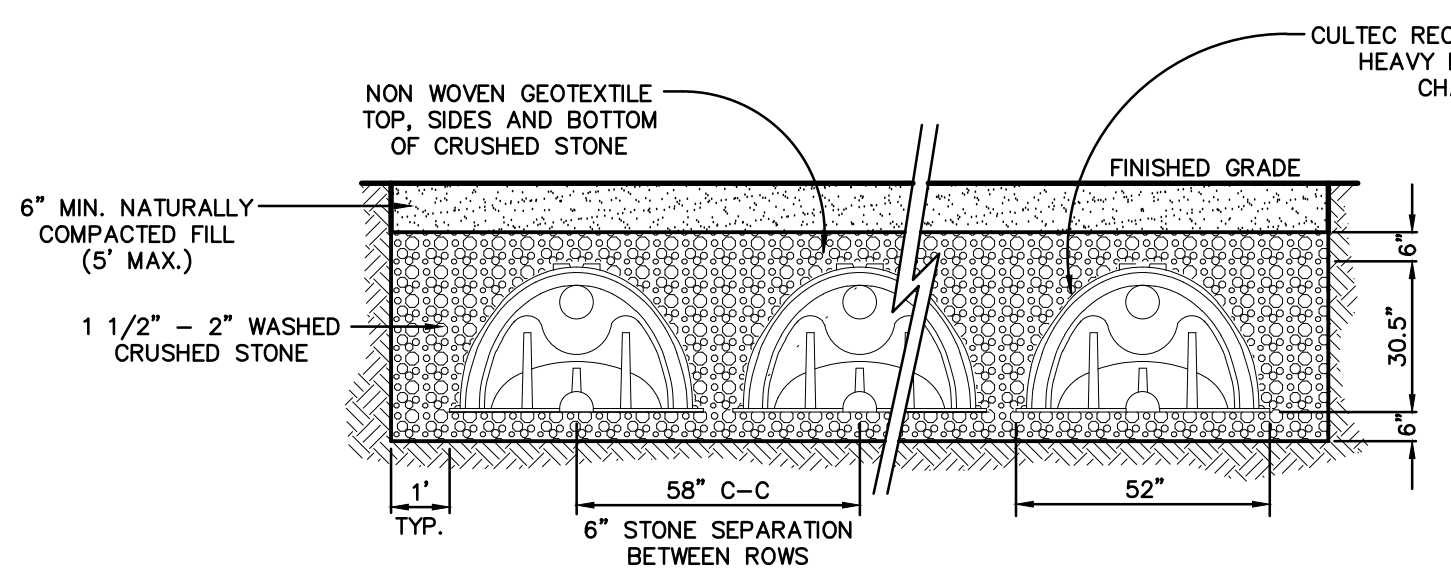
ORIENTATION



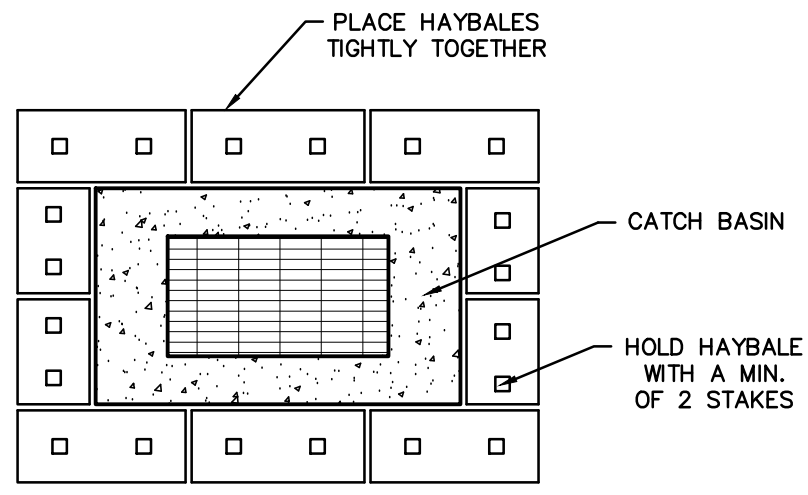
SILT SACK DETAIL
N.T.S.



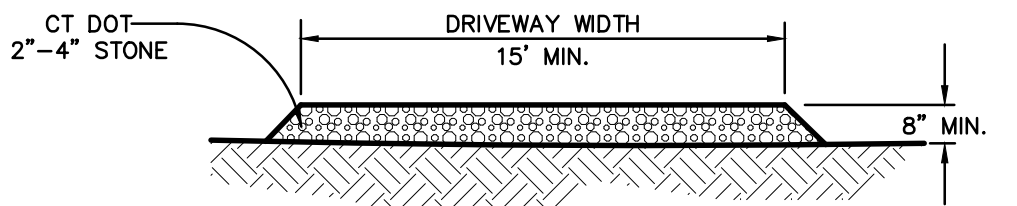
SILT FENCE DETAIL
N.T.S.



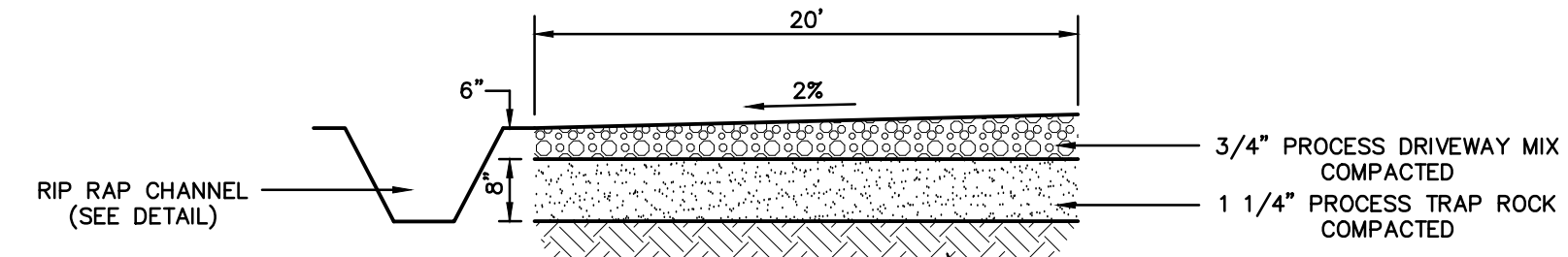
TYPICAL CROSS SECTION CULTEC RECHARGER 330XLHD HEAVY DUTY CHAMBER SYSTEM
N.T.S.



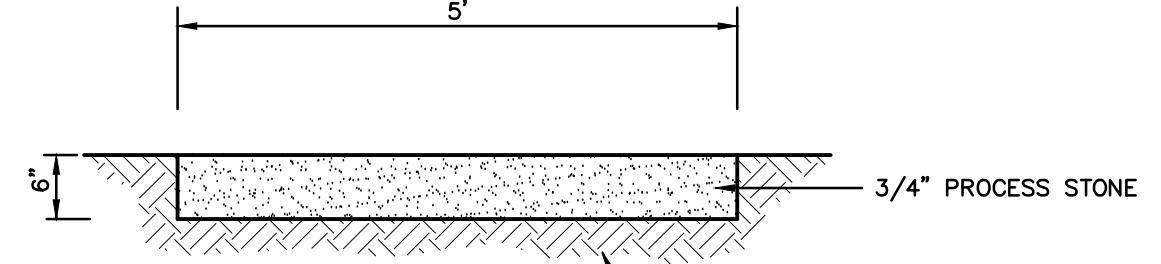
HAYBALE RING DETAIL
N.T.S.



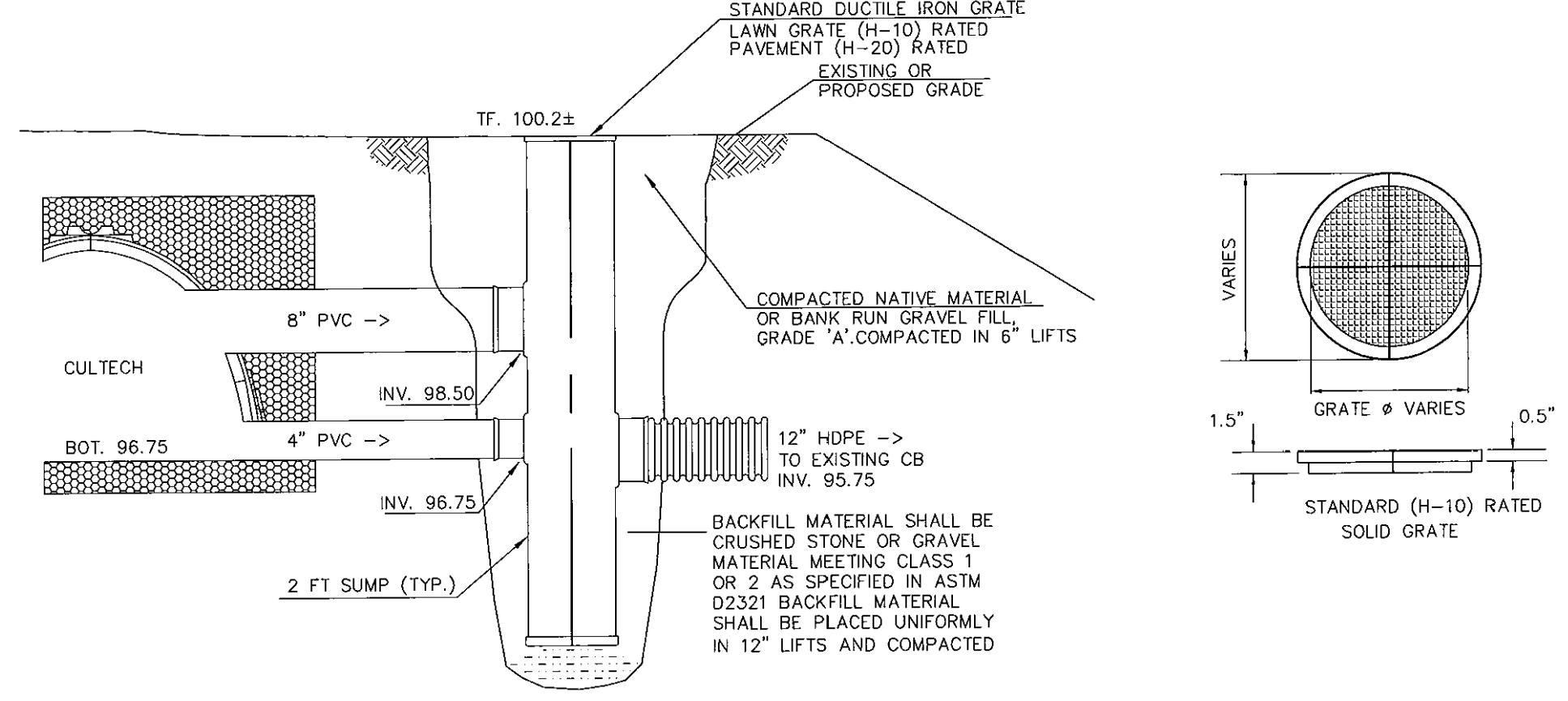
CONSTRUCTION ENTRANCE DETAIL
N.T.S.



GRAVEL DRIVEWAY DETAIL
N.T.S.



GRAVEL WALK DETAIL
N.T.S.

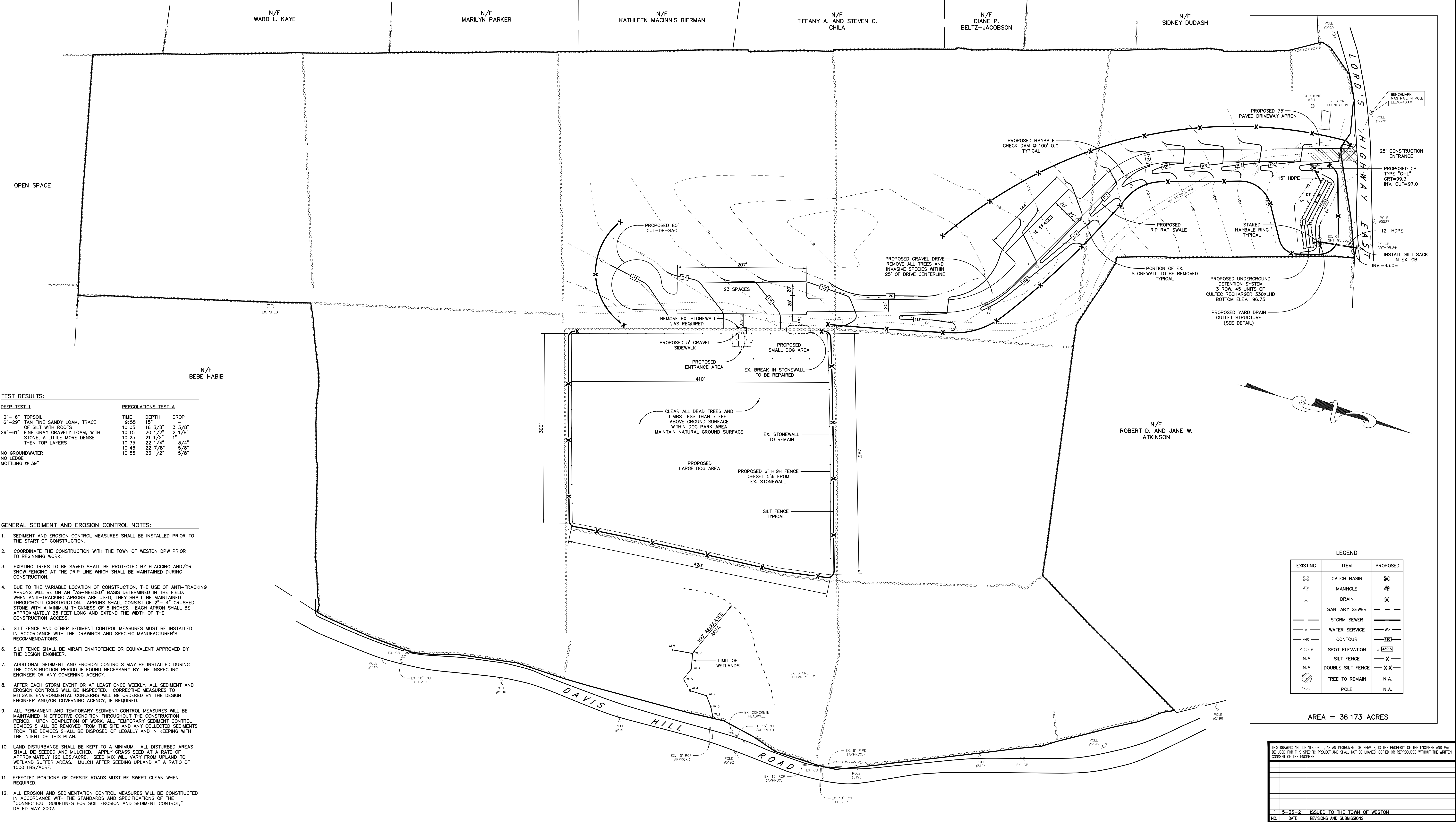
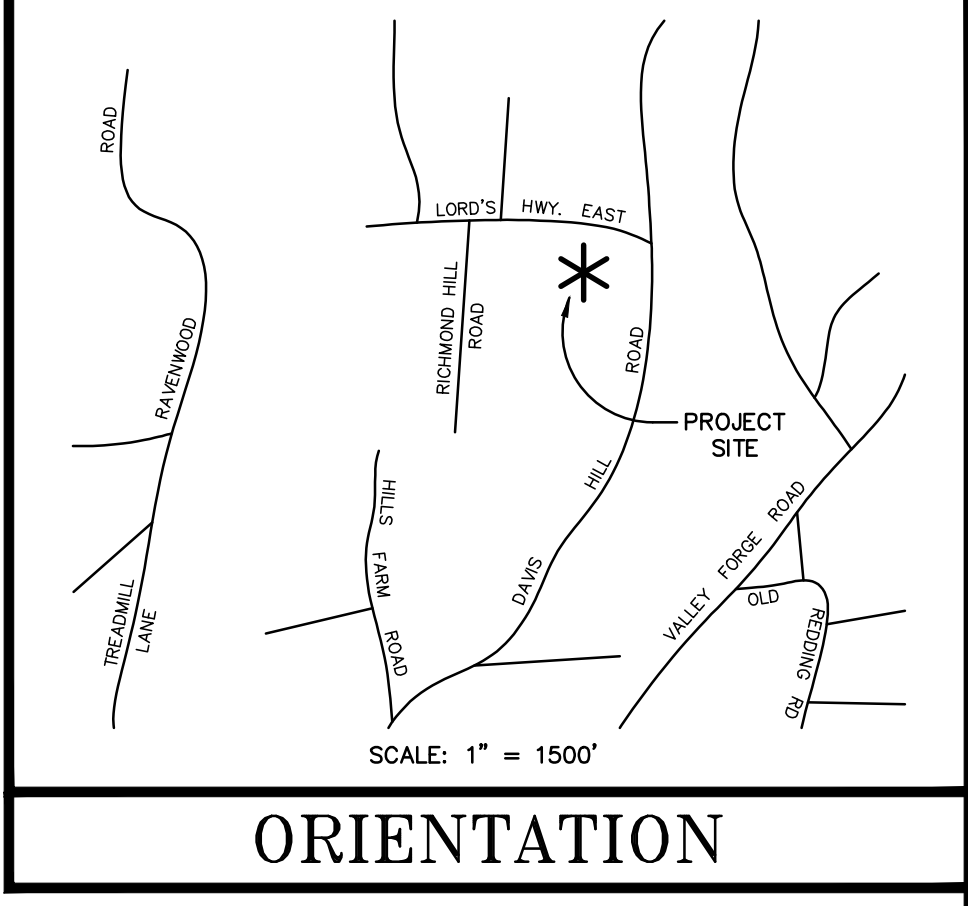


18" YARD DRAIN DETAIL
N.T.S.

NOTES:

- EXISTING UTILITIES, STRUCTURES, TOPOGRAPHY AND PROPERTY LINE INFORMATION SHOWN HEREON ARE TAKEN FROM THE "PROPERTY SURVEY" PREPARED FOR THE TOWN OF WESTON BY PAH, INC. - LAND SURVEYORS OF NEW MILFORD, CT, DATED AUGUST 19, 2016, LAST REVISED OCTOBER 17, 2017.
- LOCATIONS OF EXISTING UNDERGROUND STRUCTURES AND UTILITIES INDICATED HEREON ARE TAKEN FROM DESIGN DRAWINGS, FIELD OBSERVATIONS, AND OTHER SOURCES OF INFORMATION AND ARE NOT TO BE CONSIDERED AS AN ACCURATE "AS-BUILT" SURVEY. THE CONTRACTOR SHALL EXCAVATE TEST HOLES, CONTACT "CALL BEFORE YOU DIG", AND PERFORM WHATEVER ADDITIONAL VERIFICATION NECESSARY TO VERIFY THE EXISTING INFORMATION. THE PROJECT ENGINEER SHALL BE PROMPTLY NOTIFIED OF ANY APPARENT CONFLICTS BETWEEN EXISTING UTILITIES AND PROPOSED WORK.
- THE PURPOSE OF THIS PLAN IS TO SHOW THE PROPOSED GRAVEL DRIVEWAY, PARKING AREAS, SITE GRADING, STORMWATER MANAGEMENT AND SOIL EROSION CONTROLS ASSOCIATED WITH THE CONSTRUCTION OF THE NEW DOG PARK.
- DRIVEWAY LAYOUT AND STORMWATER MANAGEMENT SYSTEM DESIGN SHOWN HEREON IS BY OTHERS REFER TO THE "PLAN AND PROFILE PROPOSED FIRST ALTERNATE ROUTE" PREPARED BY WESTON DPW, DATED OCTOBER 30, 2017, LAST REVISED JANUARY 20, 2021 AND THE "AMENDED DRAINAGE EVALUATION" PREPARED BY MWC CONSULTING ENGINEERS, DATED APRIL 25, 2018 FOR ADDITIONAL INFORMATION.
- ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF WESTON STANDARD DETAILS AND SPECIFICATIONS, IN THE ABSENCE OF LOCAL STANDARDS, THE WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF TRANSPORTATION SPECIFICATION FORM 818, LATEST REVISION.
- SOIL AND EROSION CONTROL MEASURES SHOWN HEREON SHALL BE PROPERLY INSTALLED PRIOR TO THE START OF CONSTRUCTION, INSPECTED AND REPAIRED WEEKLY AND BEFORE AND AFTER STORM EVENTS, AND MAINTAINED IN FUNCTIONAL CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
- THE STORMWATER MANAGEMENT FACILITIES SHOWN ON THIS PLAN, IF PROPERLY INSTALLED AND MAINTAINED, SHALL CONTROL THE STORMWATER RUNOFF FROM THE SITE.
- SITE GRADING INDICATED ON THIS PLAN IS IN CONFORMANCE WITH THE WESTON ZONING REGULATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO THE COMMENCEMENT OF THE WORK.

TOTAL AREA OF DISTURBANCE = 5.4± ACRES
 AREA OF DOG PARK = 3.6± ACRES
 AREA OF ROADWAY AND PARKING = 0.9± ACRES



TEST RESULTS:

DEEP TEST 1 PERCOLATIONS TEST A

DEPTH	TIME	DEPTH	DROP
0" - 6" TOPSOIL	8:55	15"	-
6" - 20" TAN FINE SANDY LOAM, TRACE OF SILT WITH ROOTS	10:05	18 3/8"	3 3/8"
20" - 61" FINE GRAY GRAVELLY LOAM, WITH STONE, A LITTLE MORE DENSE THEN TOP LAYERS	10:15	20 1/2"	2 1/8"
	10:25	21 1/2"	1"
	10:35	22 1/4"	3/4"
	10:45	22 7/8"	5/8"
	10:55	23 1/2"	5/8"

NO GROUNDWATER
 NO LEDGE MOTTLING @ 39"

- GENERAL SEDIMENT AND EROSION CONTROL NOTES:**
- SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
 - COORDINATE THE CONSTRUCTION WITH THE TOWN OF WESTON DPW PRIOR TO BEGINNING WORK.
 - EXISTING TREES TO BE SAVED SHALL BE PROTECTED BY FLAGGING AND/OR SNOW FENCING AT THE DRIP LINE WHICH SHALL BE MAINTAINED DURING CONSTRUCTION.
 - DUE TO THE VARIABLE LOCATION OF CONSTRUCTION, THE USE OF ANTI-TRACKING APRONS WILL BE ON AN "AS-NEEDED" BASIS DETERMINED IN THE FIELD. WHEN ANTI-TRACKING APRONS ARE USED, THEY SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. APRONS SHALL CONSIST OF 2" - 4" CRUSHED STONE WITH A MINIMUM THICKNESS OF 8 INCHES. EACH APRON SHALL BE APPROXIMATELY 25 FEET LONG AND EXTEND THE WIDTH OF THE CONSTRUCTION ACCESS.
 - SILT FENCE AND OTHER SEDIMENT CONTROL MEASURES MUST BE INSTALLED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFIC MANUFACTURER'S RECOMMENDATIONS.
 - SILT FENCE SHALL BE MIRAFI ENVROFENCE OR EQUIVALENT APPROVED BY THE DESIGN ENGINEER.
 - ADDITIONAL SEDIMENT AND EROSION CONTROLS MAY BE INSTALLED DURING THE CONSTRUCTION PERIOD IF FOUND NECESSARY BY THE INSPECTING ENGINEER OR ANY GOVERNING AGENCY.
 - AFTER EACH STORM EVENT OR AT LEAST ONCE WEEKLY, ALL SEDIMENT AND EROSION CONTROLS WILL BE INSPECTED. CORRECTIVE MEASURES TO MITIGATE ENVIRONMENTAL CONCERNS WILL BE ORDERED BY THE DESIGN ENGINEER AND/OR GOVERNING AGENCY, IF REQUIRED.
 - ALL PERMANENT AND TEMPORARY SEDIMENT CONTROL MEASURES WILL BE MAINTAINED IN EFFECTIVE CONDITION THROUGHOUT THE CONSTRUCTION PERIOD. UPON COMPLETION OF WORK, ALL TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE REMOVED FROM THE SITE AND ANY COLLECTED SEDIMENTS FROM THE DEVICES SHALL BE DISPOSED OF LEGALLY AND IN KEEPING WITH THE INTENT OF THIS PLAN.
 - LAND DISTURBANCE SHALL BE KEPT TO A MINIMUM. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED. APPLY GRASS SEED AT A RATE OF APPROXIMATELY 120 LBS/ACRE. SEED MIX WILL VARY FROM UPLAND TO WETLAND BUFFER AREAS. MULCH AFTER SEEDING UPLAND AT A RATIO OF 1000 LBS/ACRE.
 - EFFECTED PORTIONS OF OFFSITE ROADS MUST BE SWEEP CLEAN WHEN REQUIRED.
 - ALL EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE "CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL," DATED MAY 2002.

LEGEND

EXISTING	ITEM	PROPOSED
	CATCH BASIN	
	MANHOLE	
	DRAIN	
	SANITARY SEWER	
	STORM SEWER	
	WATER SERVICE	
	CONTOUR	
	SPOT ELEVATION	
	N.A.	
	DOUBLE SILT FENCE	
	TREE TO REMAIN	
	POLE	

AREA = 36.173 ACRES

THIS DRAWING AND DETAILS ON IT, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF THE ENGINEER AND MAY BE USED FOR THIS SPECIFIC PROJECT AND SHALL NOT BE LOANED, COPIED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

NO.	DATE	REVISIONS AND SUBMISSIONS
1	5-26-21	ISSUED TO THE TOWN OF WESTON

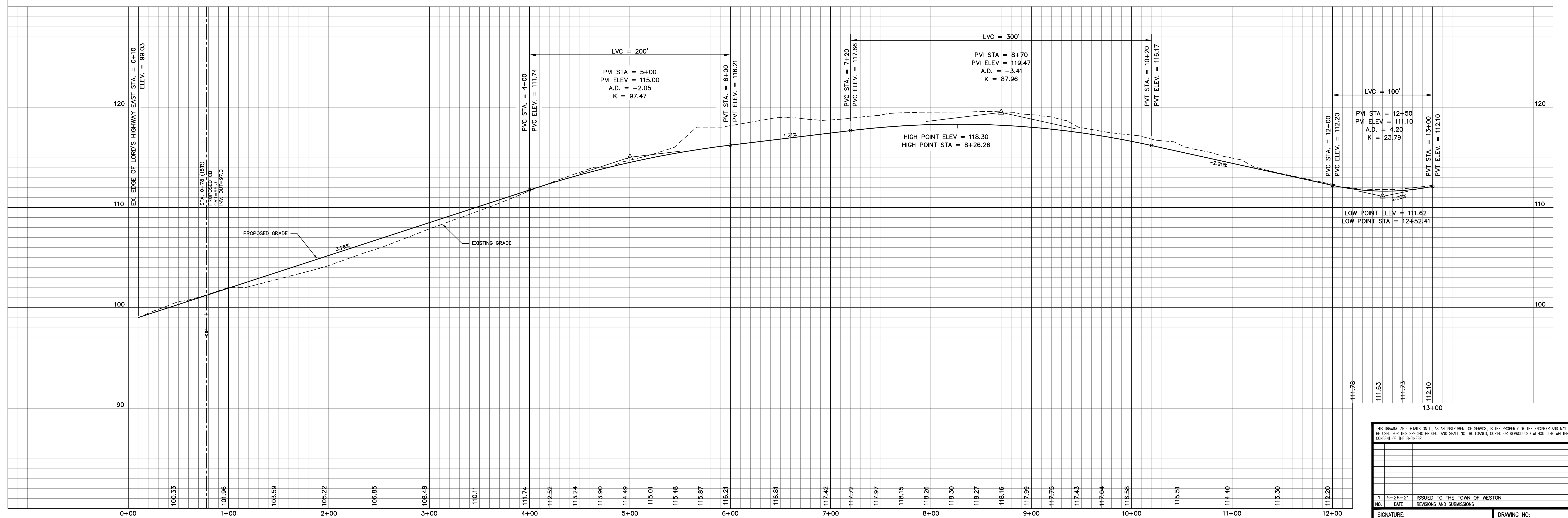
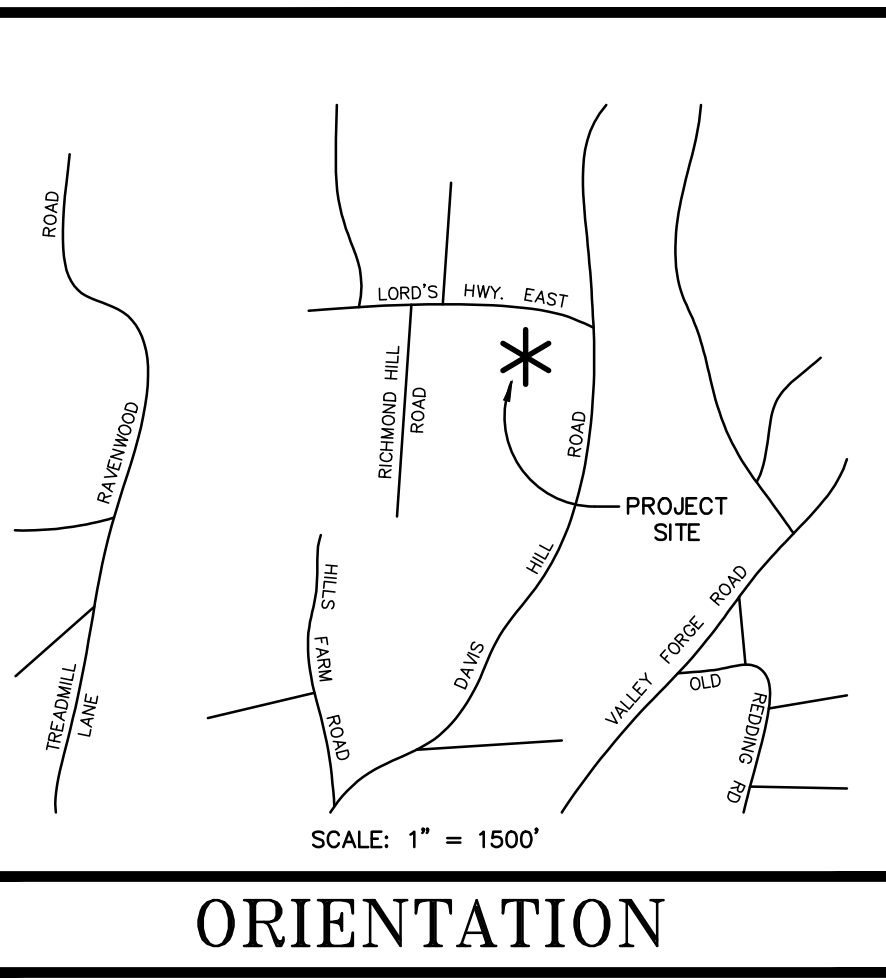
McChord Engineering Associates, Inc.
 Civil Engineers and Land Planners
 1 Grumman Hill Road
 Wilton, CT 06897 (203) 834-0569

PLAN PREPARED FOR
 THE TOWN OF WESTON
 WESTON, CONNECTICUT

OVERALL SITE PLAN
 DAVIS HILL ROAD AND LORD'S HIGHWAY EAST
 WESTON, CONNECTICUT

JOB NO: 2181A-1 DATE: MAY 26, 2021
 DRAWN BY: DRS CHECKED BY: TSN, HMR
 SCALE: 1" = 60'

DRAWING NO:
SE1
 SHEET 1 OF 3



McChord Engineering Associates, Inc.
Civil Engineers and Land Planners
1 Grumman Hill Road
Wilton, CT 06897 (203) 834-0569

PLAN PREPARED FOR
THE TOWN OF WESTON
WESTON, CONNECTICUT

PLAN AND PROFILE
DAVIS HILL ROAD AND LORD'S HIGHWAY EAST
WESTON, CONNECTICUT

JOB NO: 2181A-1 DATE: MAY 26, 2021
DRAWN BY: DRS CHECKED BY: TSN, HMR
SCALE: HORIZ: 1"=40', VERT: 1"=4'

THIS DRAWING AND DETAILS ON IT, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF THE ENGINEER AND MAY BE USED FOR THIS PROJECT AND SHALL NOT BE LOANED, COPIED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

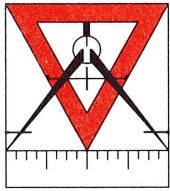
NO.	DATE	REVISIONS AND SUBMISSIONS
1	5-26-21	ISSUED TO THE TOWN OF WESTON

SIGNATURE: _____

DRAWING NO: **PP1**

SHEET 2 OF 3

12. Discussion/decision to authorize a supplemental appropriation in the amount of \$5,000 to hire McChord Engineering to create revised plans and construction cost estimates for a dog park: I move to authorize a supplemental appropriation in the amount of \$5,000 to hire McChord Engineering to create revised plans and construction cost estimates for a dog park



McChord Engineering Associates, Inc.
Civil Engineers and Land Planners

1 Grumman Hill Road
Wilton, CT 06897
(203) 834-0569

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

CLIENT NAME: Jonathan Luiz – Weston Town Administrator **PHONE#** (203) 231-9078

MAILING ADDRESS Weston Town Hall – 56 Norfield Road
Weston, CT 06883 **EMAIL** jluiz@westonct.gov

PROJECT NAME/LOCATION: Weston Dog Park – Lords Highway East, Weston, CT
Updated Site Development Plan and Cost Estimate

SCOPE OF SERVICES: _____

Attend project meetings with town staff. We have included two (2) meetings with staff in this proposal.

Prepare revised Site Development Plans to reflect a shorter and relocated proposed access drive as discussed with town staff on May 28, 2021.

Prepare an updated Cost Estimate based on the revised Site Development Plans.

Prepare a cover letter with Engineering Summary comparing previously approved access road design to new road design detailing reduction of disturbance and mitigated impact to the existing site conditions.

Attend one (1) meeting with the Conservation Commission and one (1) meeting with the Board of Selectman.

Provide clarification and coordination with the town throughout the design and review processes.

FEE ARRANGEMENT: Lump Sum Fee Of Four Thousand Eight Hundred Dollars. (\$4,800.00)

RETAINER AMOUNT: _____

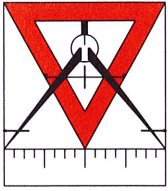
SPECIAL CONDITIONS: _____

Additional drainage design is not included in this proposal. The Drainage Evaluation performed by WMC Consulting Engineers will be used in the Site Development Plans.

AGREED AND ACCEPTED BY:

SIGNATURE

DATE



McChord Engineering Associates, Inc.
Civil Engineers and Land Planners

1 Grumman Hill Rd, Wilton, CT 06897
Tel: (203) 834-0569 Fax: (203) 834-2789

SCHEDULE OF FEES:

EMPLOYEE CLASSIFICATION

Principal

Project Manager

Senior Engineer

Project Engineer

Engineer

CAD Draftsperson

Office General & Administration

BILLING RATES

\$ 225.00 per hour

\$ 180.00 per hour

\$ 160.00 per hour

\$ 140.00 per hour

\$ 125.00 per hour

\$ 115.00 per hour

\$ 75.00 per hour

REIMBURSABLE EXPENSES:

Reproductions - In House: Printing \$0.80 per sq. ft.
Mylar \$6.00 per sq. ft.
Outside: Our Cost plus fifteen percent (15%)

Application Fees - All fees to towns and/or agencies are the responsibility of the client and shall be paid directly or reimbursed.

Sub Contracts - Our cost plus fifteen percent (15%)

Travel & Postage - Reimbursed as accrued. Private automobile mileage will be charged at \$0.50 per mile.

EFFECTIVE DATE: January 1, 2020

TERMS AND CONDITIONS:

McChord Engineering Associates, Inc. (MEA) shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, (MEA) will have access to the site for activities necessary for the performance of the services. (MEA) will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and (MEA) shall be submitted to non-binding mediation. Client and (MEA) agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, supplies and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for (MEA) services shall be submitted, at (MEA)'s option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, (MEA) may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payment:

Accounts unpaid for 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid for 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless (MEA), his or hers officers, directors, employees, agents and sub consultants from and against all damages, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of (MEA).

Certification:

Guarantees and Warranties: (MEA) shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence (MEA) cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and (MEA), the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, (MEA)'s total liability to the Client for any and all injuries, claims, losses, expenses, damage or claim expenses arising out of this agreement from any cause or causes, shall not exceed the Design Professional's total fee for services rendered on the project. Such claims include, but are not limited to, (MEA)'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client of (MEA) should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay (MEA) for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by (MEA) under this agreement shall remain the property of (MEA) and may not be used by the Client for any other endeavor without the written consent of (MEA).

13. Discussion/ decision to hold an “Explore Valley Forge” event: **no motion**

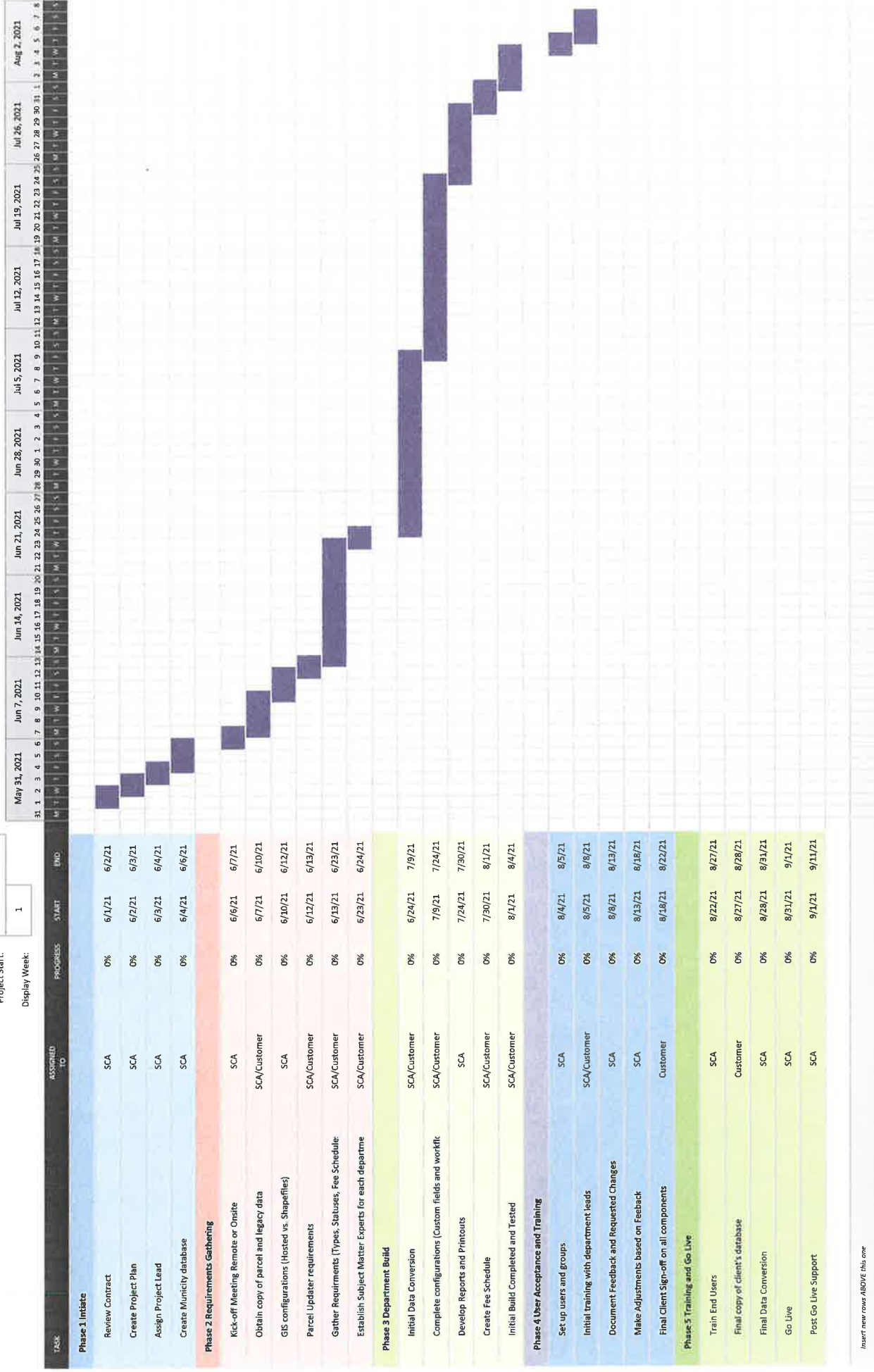
14. Discussion/ decision to authorize the First Selectman to sign a building permit software contract: **I move to authorize the First Selectman to sign a building permit software contract**

WESTON, CT Implementation

Municipality
Project Lead - TBD

Project Start:

Display Week:



Insert new rows ABOVE this one



SOFTWARE LICENSE AND SERVICE AGREEMENT

THIS SOFTWARE LICENSE and SERVICE AGREEMENT entered into this ____ day of May, 2021, by and between SOFTWARE CONSULTING ASSOCIATES, INC., with principal offices at 54 Elizabeth Street, Suite 17, Red Hook, New York, 12571, (hereinafter "SCA") and the Town of Weston, Connecticut, a municipality organized under the laws of the State of Connecticut and with an address at 56 Norfield Road, Weston, CT 06883, hereinafter "MUNICIPALITY" or "Town").

RECITALS

WHEREAS, SCA is in the business of designing, selling and servicing computer software for use by municipal governments and in connection therewith has developed various municipal software products (hereinafter "MUNICIPITY SOFTWARE") as described in SCA's Municipality Software Proposal (hereinafter "PROPOSAL") dated January 21st, 2021 to the MUNICIPALITY, a copy of which is attached hereto as Exhibit A and made a part hereof by reference.

WHEREAS, the MUNICIPALITY desires to obtain a license to use this software program pursuant to the terms contained in this Agreement and to thereafter have SCA service, and provide consulting for, this program.

NOW, THEREFORE, in consideration of the foregoing the parties hereby agree as follows:

1. GRANT OF LICENSE - SCA hereby grants, and the MUNICIPALITY accepts, a non-exclusive, nontransferable right and license to the use of the MUNICIPALITY SOFTWARE within the United States. This license is for web-based software intended to run via a web-browser (such as Internet Explorer, Mozilla Firefox, or Google Chrome) on any computer connected to the Internet via a broad-band connection. SCA will provide the MUNICIPALITY a list of approved web-browsers and versions. Computers and web browsers are to be purchased and installed by the MUNICIPALITY. The MUNICIPALITY shall not otherwise attempt to copy, sell, lease, transfer or assign any of the software without the express written consent of SCA.
2. LICENSE FEES – The MUNICIPALITY shall pay SCA the following:

Software
Municipality 5 Land Management Module

1. Municipity – Parcel Management Module	
a. Initial Licensing	\$ 17,960
b. Implementation	\$ 4,000
c. Maintenance/Support/Hosting	\$ 3,772
2. Municipity Mobile	
The Town of Weston, CT currently has one Municipity Mobile license (you pay \$200 annually for this). Additional licenses are \$500 per user (one-time setup and training fee) and an additional \$200 annually.	
3. Training	Included
4. Data Conversion	
a. Conversion from Municipity Enterprise	Included
5. City Squared	
a. Public Facing Portal (GIS, Parcel Information and Permit / other information)	Included
b. Online Permit, License, applications, and renewals	
i. Annual Maintenance/Support/Hosting	\$ 1,200
Total for Municipity – Land Management	\$ 26,932
<i>On-going Costs (Year 2, Year 3)</i>	<i>\$ 5,172</i>

Payment of this sum shall constitute payment in full for the software license and rights herein specified in perpetuity.

- \$ 10,772.80 – 40% Upon signing of contract.
- \$ 8,079.60 – 30% After initial data conversion, installation, setup and training of software.
- \$ 8,079.60 – 30% 30 Days after successful installation and acceptance of software.

Service costs in subsequent years for each system as documented in Paragraph 3 will be due on the anniversary date of the installation of the software product.

3. SERVICE AGREEMENT - The parties agree that MUNICIPALITY shall pay an annual maintenance, support, and hosting fee of \$ 5,172 per annum as follows:

Municipality 5	
<i>Annual Maintenance Support and Hosting</i>	\$ 3,772
Municipality Mobile	
<i>Maintenance/Hosting/PER USER – (\$200/user) x 2 Users</i>	\$ 200
City Squared Portal	
<i>Annual Maintenance Support and Hosting</i>	\$ 1,200
Total Annual Maintenance, Support and Hosting	\$ 5,172

The initial term of the Agreement is until June 30th, 2022. Annual Maintenance and Hosting fees will remain fixed for the first three years of the contract.

After year three, SCA may raise the annual support price by the previous year's increase in CPI (as defined in the Rider) up to a maximum of 5%.

Annual Maintenance and Hosting will be charged on a fiscal year basis (July 1 to June 30) and prorated when implementation begins in the middle of the fiscal year.

The software Maintenance, Support and Hosting includes the following:

(a) Identify and resolve all software problems caused by the MUNICIPALITY SOFTWARE listed above.

(b) For hardware and other software problems, provide problem determination services, in compliance with Paragraph 5 (b).

(c) Provide procedural advice, and general consulting services as required by the Client.

(d) All the above services will be provided as quickly as possible after notification of a problem by the user, with a requirement of providing an initial response to any problem within four hours. Support will be provided by telephone, Internet, or via on-site visit if required.

(e) Specifically, SCA agrees to provide whatever assistance is necessary for successful operation of the software. This includes unlimited phone and internet support and on-site support, training and assistance, if required.

(f) Backups. SCA will backup up all data relevant the MUNICIPALITY, MUNICIPALITY SOFTWARE System, including but not limited to; data (Microsoft SQL Server databases) and content (pictures, documents, etc.) nightly to a secure location. If MUNICIPALITY wished to house the backup data at a location of their choosing, SCA will assist with that effort, but reserves the right to charge a standard maintenance fee for configuration and monitoring of said system.

(g) Nothing in this Agreement shall be construed to limit or waive SCA's duties to safeguard the MUNICIPALIT'S data stored on the Hosted Services provided by SCA.

4. MODIFICATION, MAINTENANCE, ETC. OF APPLICATION SOFTWARE

(a) SCA will service and maintain the MUNICIPALITY SOFTWARE.

(b) SCA shall inform the MUNICIPALITY of all major systems enhancements as developed. Those enhancements which are developed free of charge for all SCA customers will be made available as normal software updates. It is possible that in the future SCA will develop special optional features which can be purchased from SCA at the customer's discretion. SCA agrees to sell such enhancements to the MUNICIPALITY if the MUNICIPALITY elects to purchase one or more of these options.

5. REPRESENTATIONS & WARRANTIES

(a) SCA represents and warrants that the application software supplied under this Agreement will operate in accordance with the descriptions, standards and specifications in the Proposal on MUNICIPALITY's computers connected to the Internet via a broadband connection running approved web-browser software.

(b) SCA does not assume responsibility for problems caused by hardware or software programs from other vendors, which may require both troubleshooting and proper

restoration of files and programs to a running state. SCA is available for support in these matters at our normal rate (currently \$150/hour).

(c) The warranty provided for above is expressly contingent on proper use and application of software and does not apply if the software is modified or adjusted by anyone other than SCA's authorized representatives. Said warranty shall not apply if the modification, adjustment or replacement of the software is required wholly or partially because of neglect or improper operation conditions. In addition, the warranty shall not cover malfunctions caused by defects in the MUNICIPALITY's associated equipment, software, terminals, or networks.

(d) SCA represents and warrants that it is validly existing corporation in the State of New York, qualified to do business in the State of Connecticut and has all proper approvals to legally engage in the business that is the subject of its obligations hereunder. Further, SCA represents that no claims for negligence or breach in the performance of its duties under contracts similar to the one contained herein have been made or are pending against it.

6. PATENT AND COPYRIGHT INDEMNIFICATION - SCA represents that it is the sole author of the SCA MUNICIPALITY SOFTWARE product and knows of no competing claims by any other persons or entities of a proprietary interest or right in said software. SCA agrees to defend indemnify and hold harmless the MUNICIPALITY for any claims (including attorney's fees and other costs and expenses related to such claims incurred by MUNICIPALITY) made against MUNICIPALITY as a result of this Agreement and/or the use of the Municipality Software including, but not limited to those alleging that a program licensed pursuant to this Agreement infringes a copyright in the United States or United States patent. The MUNICIPALITY shall notify SCA, as soon as practicable, in writing, of any such claim and SCA shall be given the opportunity to fully participate in the defense of such action. In the event the MUNICIPALITY, as a result of a dispute regarding a proprietary right in the software, is required to cease using the software and SCA fails to procure for the MUNICIPALITY the right to continue using the software within forty-five (45) days of any notice to cease using the Municipality Software, then in such event MUNICIPALITY shall have the right to terminate this Agreement upon ten (10) days written notice to SCA.

7. TERM AND TERMINATION; NOTICE; SURVIVAL.

(a) Termination for convenience: In addition to any other remedies it may have, SCA may terminate this Agreement upon three hundred and sixty-five (365) days' notice to the MUNICIPALITY prior to the annual automatic renewal of this agreement.

(b) The Town may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the Town may thereafter specify

in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the Town.

(c) The Town may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Contractor and shall be subject to audit by the Town's Finance Department. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

(d) Upon termination pursuant to this paragraph [7], SCA will make all MUNICIPALITY data available to MUNICIPALITY for electronic retrieval for a period of sixty (60) days from the last day on which annual maintenance support and hosting are provided, but thereafter SCA may, but is not obligated to (unless notified in writing to do so by MUNICIPALITY), delete stored MUNICIPALITY data.

(e) All notices, demands or requests under this Agreement must be in writing and either delivered (i) in person, (ii) by certified mail, prepaid with return receipt requested, or (iii) by overnight courier, with receipt acknowledged, to the respective address of each party first set forth above, or to such other address as such party shall hereafter designate by notice given to the other party pursuant to this paragraph. Each notice mailed shall be deemed given on the third business day following the date of mailing the same, and each notice delivered in person or by overnight courier shall be deemed given when delivered.

(f) All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. GENERAL PROVISIONS

(a) Data Ownership – All data specific to the MUNICIPALITY such as parcel data, permits, inspections, violations, etc. as well as documents, pictures or other electronic files that have been uploaded by the MUNICIPALITY are the sole property of the MUNICIPALITY and may not be sold or made available in any way by SCA to any third party without the express written consent of the MUNICIPALITY. SCA, however, reserves the right to utilize the MUNICIPALITY data for the purposes of training, debugging, and technical support.

(b) Unenforceable Terms - In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Agreement shall be valid and enforceable according to its terms.

(c) Governing Law - The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Connecticut.

(d) Entire Agreement - This Agreement, together with: (a) the PROPOSAL; (b) the Rider, and (c) any other exhibits attached to this Agreement, constitutes the entire agreement between the parties and shall supersede the terms of any other prior or contemporaneous agreement, representation or understanding (whether oral or written) between the parties concerning the subject matter of this Agreement. This Agreement may not be modified or altered except in a writing signed by both parties hereto.

(e) Headings - The subject headings of the various paragraphs are for purposes of convenience only and shall not be taken into consideration in interpreting the provisions of the Agreement.

(f) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

(g) Binding Effect - This Agreement shall be binding on and shall inure to the benefit of the parties, their respective legal representatives, successors, and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

SOFTWARE CONSULTING ASSOCIATES, INC.

By: 

Its: President

TOWN OF WESTON

By: _____

Its: _____

{Signature page to Software License and Service Agreement}

**RIDER TO SOFTWARE LICENSE AND SERVICE AGREEMENT
BETWEEN SOFTWARE CONSULTING ASSOCIATES, INC.
AND TOWN OF WESTON**

The following provisions are incorporated into the Software License and Service Agreement (the "Agreement"). Except as specifically indicated below, all capitalized words and phrases shall have the meanings ascribed to them in the Agreement. **In the event of an inconsistency between a provision of this Rider and the Agreement, the provision in this Rider shall control.**

A. Security. SCA represents and warrants to the Town that for the duration of the Agreement, SCA will provide security that meets or exceeds the following standards.

1. All data shall be encrypted in transit. The firewall(s) protecting the MUNICIPALITY SOFTWARE and data is *Guard Duty and we utilize AWS security groups to allow port access at each server instance*. The firewall will forward all web traffic to the application server (a separate server running Muncity5.com.) Only the application server and a very small number of users coming in over a secure shell login (needed for maintenance) shall be allowed to access the data server (a separate server).
2. The physical security of SCA's primary AWS data center in the Eastern Region and a secondary/backup AWS data center in the western region is provided by 24/7 monitoring of the offices either by a person physically located at the office or by an alarm system.
3. Notwithstanding anything in this Rider or the Agreement to the contrary, SCA will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. SCA will provide the Town with a written or electronic record of the actions taken by SCA in the event that any unauthorized access to the Town's database(s) is detected as a result of SCA's security protocols.

B. Service Availability/Service Level Commitment. SCA will use commercially reasonable efforts to (a) provide bandwidth sufficient for Town's use of the MUNICIPALITY SOFTWARE; and (b) operate and manage the MUNICIPALITY SOFTWARE with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability Goal"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

1. Any maintenance performed by SCA during SCA's standard maintenance windows. SCA will notify Town within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").

2. The Town's information content or application programming, or the acts or omissions of the Town or its agents, including, without limitation, the following:
 - i. The Town's use of any programs not supplied by SCA;
 - ii. The Town's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
 - iii. Any misconfiguration by the Town (as determined in SCA's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the MUNICIPALITY SOFTWARE.
 3. Force majeure or other circumstances beyond SCA's reasonable control that could not be avoided by its exercise of due care.
 4. Failures of the Internet backbone itself and the network by which Town connects to the Internet backbone or any other network unavailability.
 5. Any window of time when Town agrees that MUNICIPALITY SOFTWARE availability/unavailability will not be monitored or counted.
 6. Any problems resulting from the Town combining or merging the MUNICIPALITY SOFTWARE with any hardware or software not supplied by SCA or not identified by SCA in the Proposal as being compatible with the MUNICIPALITY SOFTWARE.
 7. Interruptions or delays in providing the MUNICIPALITY SOFTWARE resulting from telecommunication or Internet service SCA failures.
 8. The Town's or any third party's use of the MUNICIPALITY SOFTWARE in an unauthorized or unlawful manner.
- C. **Remedies for Excessive Downtime:** If the availability of the MUNICIPALITY SOFTWARE falls below the Availability Standard in any given calendar month, SCA will provide to the Town a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual availability of the MUNICIPALITY SOFTWARE during the applicable calendar month. The Service Credit will be issued as a credit against any fees owed by Town for the next year of the subscription period or, if Town does not owe any additional fees, then SCA will pay Town the amount of the applicable Service Credit within thirty (30) days after the end of the year in which such credit accrued. The Service Credit will be in addition to any other remedies available to Town at law, in equity or under the Agreement.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
- (2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.
- (3) "Monthly Service Fees" are determined by dividing SCA's Total Annual Maintenance Support and Hosting fees for the applicable year by twelve.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	10%
90.0% - < 95.0%	20%
80.0% - < 90.0%	40%
70.0% - < 80.0%	60%
60.0% - < 70.0%	80%
< 50%	100%

- D. During the course of performing services under this Agreement, SCA will maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers' Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$1,000,000. SCA will provide the Town with copies of certificates of insurance upon your written request.
- E. For the purposes of this Agreement, "CPI" means the Consumer Price Index - All Urban Consumers (CPI-U) - U.S. city average All Items (1982-84 = 100), or any revised or successor index, published by the Bureau of Labor Statistics of the United States Department of Labor.
- F. This Agreement and the rights, title, and interest may not be assigned or transferred by SCA or the Town without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- G. All notices required or permitted to be given under this Agreement shall be sufficient only if in writing and given by hand delivery, by overnight mail service, or by certified or registered mail, addressed to the party for whom such notice is intended at said party's address set forth below or such other address as either party may designate in writing to the other party.

If to the Town, addressed to:
Town of Weston

56 Norfield Road
Weston, CT 06883
Attention: Town Administrator


If to SCA, addressed to:
Software Consulting Associates, Inc.
54 Elizabeth Street, Suite 17
Red Hook, NY 12571
Attention: President

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TOWN OF WESTON

By: Christopher Spaulding
Its: First Selectman

SOFTWARE CONSULTING ASSOCIATES, INC.



By: Wil Labossier
Its: President

{Signature page to Rider to Software License and Service Agreement}

15. Approval of the minutes from the Special Meeting on April 15, 2021, the Tri-Board meeting on April 19, 2021 and the Regular Meeting minutes from May 20, 2021: I move to approve the unapproved minutes from the Special Meeting on April 15, 2021, the Tri-Board meeting on April 19, 2021 and the Regular Meeting minutes from May 20, 2021, as presented.

16. Adjournment: I move to adjourn.

**Board of Selectmen
Special Meeting Minutes
April 15, 2021 at 2:30 pm
Meeting held remotely due to COVID 19**

1. Call to order: First Selectman Christopher Spaulding called the meeting to order at 2:30 pm with Selectwoman Samantha Nestor and Selectman Stephan Grozinger both in attendance. Also present were Town Administrator Jonathan Luiz, Assessor Denise Hames and Legal Counsel Adam Cohen of the firm of Pullman and Comley.
2. Executive session for the purpose of discussing a pending real estate transaction: Selectwoman Nestor moved to enter into executive session for the purpose of discussing a pending real estate transaction and for the purpose of discussing pending litigation. Selectman Grozinger seconded. The motion passed unanimously. Joining the Board of Selectmen in executive session were Mr. Luiz, Ms. Hames and Attorney Comley.
3. Executive session for the purpose of discussing pending litigation: First Selectman Spaulding and Ms. Hames did not attend the portion of the executive session on the subject of pending litigation. Executive session ended at 2:57 pm.
4. Adjournment: Selectman Grozinger moved to adjourn. Selectwoman Nestor seconded. The motion passed 2-0-0 with First Selectman Spaulding having left the meeting at 2:45 pm.

Minutes submitted by Town Administrator Jonathan Luiz.

Special Meeting Minutes
for a Tri-Board Meeting of the
Board of Education, Board of Finance & Board of Selectmen
April 19, 2021 at 6:00 pm
Meeting to be held remotely due to Covid-19

1. **Call to Order:** First Selectman Spaulding called the meeting to order at 6pm, also in attendance were Selectwoman Samantha Nestor, Selectman Stephan Grozinger, Board of Education Chair Tony Pesco and Board of Education members, Board of Finance Chair, Steve Ezzes and Board of Finance members as well as Representative Anne Hughes, Senator Will Haskell, Senator Tony Hwang and Town residents participating.
2. **Discussion about the current legislative session with State Senator Will Haskell, State Senator Tony Hwang, and State Representative Anne Hughes:** For each of the bills discussed First Selectman Spaulding read out a summary as provided by Counsel of Small Towns (COST).

HB 1024 – Affordable Housing Mandate, Senator Haskell addressed this bill, his favorable opinion on Planning and Zoning model regulations and how these models can ease costly consultant fees. He mentioned he was not sure why Accessory Dwelling Units (ADUs) aren't deed restricted, as this would help with Weston's affordable housing issue without changing it too much. Senator Hwang expressed his concerns over the language of the bill highlighting the fact that a one size fits all solution does not fit with Weston especially regarding the potential environmental impact. He also mentioned his concern with failure to meet the affordable housing requirements and the implication of all local Planning and Zoning regulations becoming null and void. Representative Hughes is a fan of ADUs and feels the bill allows for more incentive for towns like Weston to think creatively and expand the diversity of affordable housing available.

Mr. Rone Baldwin asked questions on the affordable housing percentages and when this would have to be adopted. He also asked why ADUs built after Jan 2022 do not count towards the affordable housing threshold number? Senators Hwang and Haskell address these questions with specifics on timing and where these regulations would specifically apply. Senator Hwang encouraged the public to voice their opinion by sending letters. Mr. Ken Edgar provided further clarification.

First Selectman Spaulding asked that the Senators take into account the environment and watershed areas and to ensure that Weston is strongly advocated for. He mentioned that a dual mandate of sustainability and affordability would be ideal. Selectman Grozinger asked whether the legislature had researched how many more ADUs Weston should expect in the passage of this bill. Senator Hwang addressed this saying the increase in density would have to fit with the infrastructure but that an increase in capacity would potentially put the Town on the hook for those infrastructure expansions. His hope is that they work with local input and collaborations to find solutions unique to Weston.

Mr. Ezzes asked about taxes on ADUs and whether incremental taxes are charged. His concern being that an influx of people would significantly increase the burden on Town services with the cost falling on the Town. First Selectman Spaulding said that this would cause a significant tax problem that would need to be taken into account. Senator Haskell addressed this saying there are 136 other towns in Connecticut that have already implemented this and they haven't seen a dramatic increase in demand on services or a tax burden.

MUNICIPAL AID

Q) Do you anticipate Weston's Municipal Aid being tied to housing composition?

AFFORDABLE HOUSING

SB-1024 – Affordable Housing Mandate - As amended, the bill 1) requires local zoning laws to designate locations or zoning districts within the municipality in which Accessory Dwelling Units (ADUs) are allowed as of right, including ADUs which are detached, within or attached to the main home; 2) provides that ADUs must be approved within 65 days; 3) provides that if municipalities fail to adopt ADU provisions, their zoning laws are null and void; 4) excludes ADUs built or permitted after 1/22 from counting towards a town's 8-30g 10% affordable housing threshold; 5) replaces the requirement that zoning regulations consider the "character of a district" with consideration of physical site characteristics and architectural context; 6) requires WPCAs to include specific allocations of capacity to serve areas that may be developed for residential or mixed use buildings with 4 or more dwelling units; and 7) facilitates the greater use of alternative sewage treatment systems. Although provisions mandating as-of-right multifamily housing and middle housing were stripped from the bill, proponents are calling for the language to be added back. **Status: Amended and approved by the Planning & Development Committee, sent to the Senate.**

HB-6107 - Reorganization of Zoning Enabling Act - Reorganizes the Zoning Enabling Act to provide greater clarity. The bill also 1) eliminates the requirement that zoning regulations consider the "character of a district"; 2) requires municipalities to demonstrate that zoning regulations affirmatively further the purposes of the federal Fair Housing Act to provide varied housing development opportunities and promote housing choice and economic diversity; and 3) requires OPM to convene a working group to study incentivizing and measuring compliance with (a) the affordable housing planning requirement and (b) zoning requirements related to housing choice. **Status: Amended and approved by the Planning & Development Committee, sent to the House.**

HB-6611 - Fair Share Housing Assessment - Based on a New Jersey model, HB-6611 calls for (1) an assessment of the state-wide need for affordable housing and an allocation of such need to planning regions and municipalities, (2) the creation of affordable housing planning and zoning goals for each municipality, (3) the implementation schedule for such goals, (4) enforcement of such goals, and (5) state support to meet affordable housing needs beyond those met through such goals. **Status: Amended and approved by the Planning & Development Committee, sent to the House.**

PROPERTY TAX ISSUES

Although the so-called "mansion tax" bills, which would have imposed a statewide property tax on certain homes assessed at more than \$300,000, died in committee, lawmakers are considering a raft of other bills affecting local property tax revenues and collection:

HB-6655 – Property Tax Cap and Incentivizing Regionalization – 1) Imposes a 2.5% cap on municipal property taxes beginning in FY23; 2) Allows municipalities to impose a local tax on income, goods, services, tangible or intangible assets or any combination thereof; 3) Provides municipalities with Municipal Revenue Sharing Account (MRSA) grants if they regionalize services, such as education, police and fire and other services; and 4) Allows individual collective bargaining units to establish a coalition bargaining unit to negotiate wage and benefits for the delivery of regional services. **Status: Awaiting action by the Finance Committee.**

EDUCATION

SB-948 – AN ACT ADDRESSING EDUCATION FUNDING AND RACIAL EQUITY IN CONNECTICUT. To make revisions to how public education is funded in the state to address issues of equity and systemic racism.

SB-949 – AN ACT CONCERNING THE ESTABLISHMENT OF A MONEY-FOLLOWS-THE-CHILD APPROACH TO FUNDING PUBLIC EDUCATION. To establish a money-follows-the-child approach to funding public education in Connecticut.

**Board of Selectmen
Regular Meeting Minutes
May 20, 2021 at 7.30pm
Meeting to be held remotely due to COVID 19**

1. **Call to order:** First Selectman Spaulding called the meeting to order at 7.30pm. Also in attendance were Selectwoman Samantha Nestor, Selectman Stephan Grozinger, Town Administrator Jonathan Luiz, Lachat Town Farm Commission Chair Elizabeth Zeppernick, Carol Baldwin, Sarah Grigerick, Melissa Conner, Harriet Heller, DEI Advisory Committee Chair Gillann Blunschi, Parks and Recreation Director Dave Ungar and Town residents participating.
2. **Update on discussions with the Lachat Town Farm neighbors concerning events & a proposed building:** Ms. Zeppernick went over the various meetings held by the Lachat Town Farm Commission with the neighbors and members of the public. She summarized the updated Lachat Town Farm guidelines. Ms. Zeppernick went on to explain that some of the neighbors of the farm have since acquired a lawyer who has sent a letter to the Connecticut Attorney General's office to ultimately eliminate all activity and public use of the farm. She went on to say that the Commission has come to the Board of Selectmen for support in responding to the letter in order to keep the farm running and a community resource. There was much discussion on this. First Selectman Spaulding said that the approvals process will move through the various committees and the Town Attorney will respond accordingly. He mentioned that he was impressed with the efforts of the Town Farm Committee in trying to resolve the issue; he thanked the committee for the enormous amount of work that has been done especially as volunteers. Ms. Carol Baldwin spoke about the hard work and effort that has gone into this process over the past few months. Selectwoman Nestor reconfirmed that the Town would be moving forward with a letter to the Connecticut Attorney General supporting the Farm and the building. Mr. Luiz mentioned that he will ensure the neighbors receive the response letter.
3. **Resignation of Andrea Chase from the Board of Ethics:** Selectwoman Nestor moved to accept the resignation of Andrea Chase from the Board of Ethics. Selectman Grozinger seconded this. The motion carried unanimously.
4. **Resignation of Effie Thieme from the Board of Ethics:** Selectman Grozinger moved to accept the Resignation of Effie Thieme from the Board of Ethics. Selectwoman Nestor seconded this. The motion carried unanimously.
5. **Interview of Sarah Grigerick for appointment to the Board of Ethics:** The Board of Selectmen interviewed Sarah Grigerick for a position on the Board of Ethics.
6. **Discussion/Decision concerning the recommendations from the Diversity Equity Inclusion Committee concerning the Walter Simpson incident and subsequent investigation:** First Selectman Spaulding introduced Gillann Blunschi Chair of the Weston Diversity Equity and Inclusion Advisory Committee. Ms. Blunschi went over the mission statement of the DEI Advisory Committee. Ms. Blunschi went over recommendations from the DEI Advisory Committee, these were as follows:
 - a. That there is an ordinance to create a Civilian Review Board in Weston – a municipal body composed of citizen representatives charged with investigation of complaints by members of the community of misconduct by police officers. With subpoena powers for discipline for police misconduct, the scope is important to remain independent, transparent and accountable and lists the number of members and terms of office and the process for selecting these members.

After much discussion Selectman Grozinger moved to charge the town attorney to researching the establishment Civilian Police Review Boards and listing the issues and questions that the Board of Selectmen should consider, assembling examples from other towns. Selectwoman Nestor seconded this. The motion carried unanimously. First Selectman Spaulding recused himself from the meeting.

- b. That the Town hire an independent third party to immediately investigate the actions of the Weston Police Department (WPD) and Weston Police Commission (WPC) concerning Walter Simpson's November 21st, 2019 interaction with the WPD and the subsequent response by the WPD and WPC to the complaint about the incident and complaints made about the investigation of the incident.

The Board of Selectmen went into great detail on whether or not this is possible according to the statutes and legalities and how to move forward. They have decided to get the Town attorney's opinion on these parameters. Mr. Luiz said he will ensure this is the Town Attorney's top priority for the Town of Weston with the goal of having him join the next Board of Selectmen meeting. First Selectman Spaulding rejoined the meeting.

- c. that the Board of Selectmen implement programs to increase community engagement with the Police. They have identified two programs. To help create a bridge to unity and action by consulting on culture shifting and facilitating learning through law enforcement training grounded in healing, reconciliation and unity, community forums and sports to bring the community together from all walks of life.

First Selectman Spaulding mentioned that the Police Department has already started some of these programs. Selectman Grozinger moved that the Board of Selectmen urge the Weston Police Commission to implement the Police Engagement Program, as offered by the Stratford, Connecticut Police Department. This was seconded by Selectwoman Nestor. The motion carried unanimously.

- d. That the Town implement an ordinance that under specified circumstances would create penalties for falsely reporting certain incidences or misusing the emergency 911 with specific intent based on certain circumstances.

The Board of Selectmen will check with the Town attorney on this ordinance as this subject is already a part of the recent Police Accountability Act.

- e. That the Board of Selectmen educate the Weston community it's boards, committees and commissions with anti-bias training and that this should be done on a continued basis.

The Board of Selectman agreed to implement this as soon as possible. Mr. Luiz will work with Ms. Blunski on training materials.

- 7. Interview of Melissa Conner for appointment to the Diversity Equity and Inclusion Advisory Committee:** The Board of Selectmen interviewed Melissa Conner for a position on the Diversity Equity and Inclusion Advisory Committee.
- 8. Interview of Harriet Heller for appointment to the Diversity Equity and Inclusion Advisory Committee:** The Board of Selectmen interviewed Harriet Heller for a position on the Diversity Equity and Inclusion Advisory Committee.
- 9. Discussion/ decision about fully opening up municipal office buildings to the public:** Mr. Luiz proposed a June 11th opening to the Public contingent on a number of items for example; air purifiers in offices, limiting access to the Town Clerk Vault, a mandate that all public members from ages 2 and older wear masks when coming into Town Buildings. He mentioned the Governor's executive order allowing fully remote meetings through July 21, after which Boards and Committees would then meet at Town Hall. Tax bills will continue to be paid online or via the drop box until the end of this tax season. These decisions are based on discussions with employees and the Employees Union. There was a brief discussion on the continued need for masks. Mr. Luiz agreed to review the mask mandate in an August meeting.

- 10. Discussion/ decision concerning ARPA Coronavirus State and Local Fiscal Recovery Funds/ Treasury Guidance:** First Selectman Spaulding explained that they had received the guidelines for spending of these funds those being - Water systems, septic and sewage, broadband, to augment Covid related social services, gaps in revenue related to Covid e.g., the Parks and Recreation department. Mr. Luiz wanted to make it known that the Department of Treasury has issued a descriptive packet that specifies where the funds can be spent. He recommended the Board of Selectmen and Board of Finance have a call to go over the process on how to spend this money. First Selectman Spaulding mentioned potentially creating a subcommittee to work on recommendations.
- 11. Discussion/ decision to approve a \$5,000 supplemental appropriate for a record storage project:** First Selectman Spaulding briefly went over the need for further testing of the site to confirm feasibility of the project in order to move forward. Mr. Luiz went into further detail on this. Selectwoman Nestor moved to authorize a supplemental appropriation of \$5,000 for a record storage project. Selectman Grozinger seconded this. The motion carried unanimously.
- 12. Discussion/ decision to hire a Department of Public Works Maintainer:** Selectman Grozinger moved to hire Noris Stone as Public Works Maintainer effective July 1, 2021, contingent upon the Town finding acceptable the results of a criminal background check and a pre-employment physical including a drug and alcohol test. Selectwoman Nestor seconded this. The motion carried unanimously.
- 13. Discussion/decision to appoint Ben Winglass to the Sustainable Weston committee for the term to end December 31, 2022:** Selectman Grozinger moved to appoint Ben Winglass to the Sustainable Weston committee for the term to end December 31, 2022. Selectwoman Nestor seconded this. The motion carried unanimously.
- 14. Discussion/ decision to hold a July 4th Fireworks celebration:** First Selectman Spaulding addressed the issue of safety management as most surrounding towns have cancelled their Fireworks celebrations. He introduced Dave Ungar, Director of Parks and Recreation to provide further details. Mr. Ungar mentioned conversations with Mark Cooper from the Westport/Weston Health District and Joe Miceli, Director of Emergency Management both recommending cancelling due to overcrowding and the inability to properly staff and run the event safely.
- 15. Discussion/ decision concerning Food Trucks on Town Property:** First Selectman Spaulding mentioned that they had received two requests for this. Mr. Luiz said that this would be regulated by the Westport/ Weston Health District. He asked about regulations on Town property and how to move forward. First Selectman Spaulding explained that the lore has been to only allow food trucks during approved events. First Selectman Spaulding went over some safety issues at various venues. Selectman Grozinger expressed his support for food trucks as did Selectwoman Nestor who also suggested approaching the Economic Vitality Committee for their help. First Selectman Spaulding and Selectman Grozinger agreed with the idea.
- 16. Approval of the minutes from the Board of Selectmen Regular Meeting on May 6, 2021 and the Board of Selectmen Special Meeting on May 13, 2021:** Selectwoman Nestor moved to approve the unapproved minutes from the Board of Selectmen Regular Meeting held May 6, 2021 and the unapproved minutes from the May 13, 2021 Board of Selectmen Special Meeting, as presented. Selectman Grozinger seconded this.

17. **Executive session to discuss a pending real-estate transaction:** Selectman Grozinger moved to enter into executive session at 10.30pm to discuss a pending real estate transaction. Selectwoman Nestor Seconded this. The motion carried unanimously. The executive session ended at 10.45pm.
18. **Adjournment:** Selectwoman Nestor move to adjourn at 10.45pm. Selectman Grozinger seconded this. The motion carried unanimously.

Minutes Submitted by: Sara Beer, Executive Administrative Assistant.

UNAPPROVED