

**Board of Selectmen
Special Meeting Agenda
June 17, 2021 at 7.45pm**

Meeting to be held remotely due to COVID 19

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87073009960?pwd=QXc0ZUcwSnhsSGdGL3MybDZ2QkxiZz09>

Passcode: 321290

Webinar ID: 870 7300 9960

Dial by phone: 646 558 8656

1. Call to order
2. Pledge of Allegiance
3. Discussion/decision concerning the potential establishment of a Civilian Review Board
4. Resignation of Amy Kalafa from the Sustainable Weston committee
5. Resignation of Nancy Lincoln from the Weston Library effective 9/17/21
6. Resignation of Don Saltzman from the Planning and Zoning Commission
7. Interview of Sharon Ferraro for a position on the Board of Education
8. Discussion/decision about Founders' Day and the Weston Flea
9. Reappointments to various boards, commissions, Committees and other positions:

Name	Committee	Term	Proposed Term End
James Jamieson	Beautification Committee	4 yrs	30-Jun-25
Ilisa Nussbaum	Westport Weston Health Dst	3 yrs	30-Jun-24
Donald Saltzman	Area Nine Cable Council	3 yrs	30-Jun-24
Hilary Misiano	Commission for Children & Youth	3 yrs	30-Jun-24
Patricia Goodrich	Commission for the Arts	2 yrs	30-Jun-23
Kristin Kreuder	Commission for the Arts	2 yrs	30-Jun-23
Jack Davidoff	Building Committee	2 yrs	30-Jun-23
Megan Loucas	Building Committee	2 yrs	30-Jun-23
Richard Wolf	Building Committee	2 yrs	30-Jun-23
Debbie Rehr	Marketing & Communications Committee	2 yrs	30-Jun-23
Beth Gralnick	Sidewalk Design & Construction Committee	2 yrs	30-Jun-23
Jeff Farr	Sidewalk Design & Construction Committee	2 yrs	30-Jun-23
Richard Wolf	Sidewalk Design & Construction Committee	2 yrs	30-Jun-23
Amy Guzzi	Sidewalk Design & Construction Committee	2 yrs	30-Jun-23
Thomas Burke	Veterans Affairs Committee	2 yrs	30-Jun-23
Joseph Miceli	Emergency Management Director	2 yrs	1-Jul-23
Cathleen Neblett	Tax Collector	2 yrs	30-Jun-23
Rick Darling	Town Treasurer	2 yrs	30-Jun-23
Tom Failla	Tree Warden	1 yr	30-Jun-22

10. Discussion/decision to approve a \$95,000 supplemental request as recommended by the Facilities Optimization Committee for the purpose of completing a Facilities Optimization Committee project, and to authorize the First Selectman to enter into a contract with Tecton Architects P.C. for said Facilities Optimization Committee Project with the understanding that said authorization is contingent upon the Board of Finance ratifying the supplemental appropriation request.
11. Discussion/decision to authorize a general wage increases for permanent non-union staff

12. Approval of the minutes from the Board of Selectmen Regular Meeting on June 3, 2021
13. Interview of Jamie Zeppernick for the Diversity, Equity and Inclusion Advisory Committee
14. Executive session to discuss pending litigation
15. Adjournment

BOS Draft Motions for the June 17th BOS Special Meeting

1. Call to order: **No motion**
2. Pledge of Allegiance: **No motion**
3. Discussion/decision concerning the potential establishment of a Civilian Review Board: **No motion**
4. Resignation of Amy Kalafa from the Sustainable Weston committee: **I move to accept the resignation of Amy Kalafa from the Sustainable Weston committee effective immediately**
5. Resignation of Nancy Lincoln from the Weston Library effective 9/17/21: **I move to accept the resignation of Nancy Lincoln from the Weston Library effective 9/17/21**
6. Resignation of Don Saltzman from the Planning and Zoning Commission: **I move to accept the resignation of Don Saltzman from the Planning and Zoning Commission effective immediately**
7. Interview of Sharon Ferraro for a position on the Board of Education: **No motion**
8. Discussion/decision about Founders' Day and the Weston Flea: **No motion**
9. Reappointments to various boards, commissions, Committees and other positions: **I move to re-appoint _____ to the _____ effective 7/1/21 for a term to end _____ yrs.**

Name	Committee	Term	Proposed Term End
James Jamieson	Beautification Committee	4 yrs	30-Jun-25
Ilisa Nussbaum	Westport Weston Health Dst	3 yrs	30-Jun-24
Donald Saltzman	Area Nine Cable Council	3 yrs	30-Jun-24
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10. Discussion/decision to approve a \$95,000 supplemental request as recommended by the Facilities Optimization Committee for the purpose of completing a Facilities Optimization Committee project, and to authorize the First Selectman to enter into a contract with Tecton Architects P.C. for said Facilities Optimization Committee Project with the understanding that said authorization is contingent upon the Board of Finance ratifying the supplemental appropriation request. **I move to approve a \$95,000 supplemental request as recommended by the Facilities Optimization Committee for the purpose of completing a Facilities Optimization Committee project, and to authorize the First Selectman to enter into a contract with Tecton Architects P.C. for said Facilities Optimization Committee Project with the understanding that said authorization is contingent upon the Board of Finance ratifying the supplemental appropriation request.**

- 11. Discussion/decision to authorize a general wage increases for permanent non-union staff: I move to authorize a general wage increase of 1.5% for Non-Union staff effective 7/1/21 as well as any applicable step increases.**
- 12. Approval of the minutes from the Board of Selectmen Regular Meeting on June 3, 2021: I move to approve the unapproved minutes of the June 3, 2021 Board of Selectmen regular meeting, as presented.**
- 13. Executive session to discuss pending litigation: I move to enter executive session to discuss pending litigation.**
- 14. Adjournment: I move to adjourn.**

1. Call to order: **No motion**
2. Pledge of Allegiance: **No motion**
3. Discussion/decision concerning the potential establishment of a Civilian Review Board: **No motion**

4. Resignation of Amy Kalafa from the Sustainable Weston committee: **I move to accept the resignation of Amy Kalafa from the Sustainable Weston committee effective immediately**



Jonathan Luiz <jluiz@westonct.gov>

Resignation

1 message

Amy Kalafa <amy@a-ray.tv>

Thu, Jun 10, 2021 at 2:12 PM

To: Jonathan Luiz <JLuiz@westonct.gov>, Christopher Spaulding <cspaulding@westonct.gov>, Samantha Nestor <samanthaaverynestor@gmail.com>

Cc: Donna Anastasia <danastasia@westonct.gov>, Sara Beer <executiveassistant@westonct.gov>, Andy Bill <andrewbill@sieramarketing.com>, Kirby Brendsel <brendsel@hotmail.com>, Hailey Brooks <haileyabrooks3@gmail.com>, Haleigh Graichen <haleighgraichen@students.westonps.org>, Sarah Hutchison <hutch06883@gmail.com>, Jessie Schwartz <jessieschwartz@gmail.com>, Eric Shrago <eric.shrago@gmail.com>, Tom Socha <tomsocha2@gmail.com>, Alissa Stoltz <alissa.stoltz@gmail.com>, Ben Winglass <BenMWinglass@gmail.com>, Nicci Young Wiese <nicci@youngsafaris.com>

It is with sadness that I must tender my resignation as Chair and member of the Sustainable Weston Town Committee as of June 30. Alex and I will be selling our house and leaving town for parts unknown. We have loved living in Weston for the past 28 years, and my work as a volunteer with Sustainable Weston (and Lachat before that) has been truly rewarding.

All the best,

Amy Kalafa
amy@a-ray.tv
<http://a-ray.tv/>
cell: 203.247.3501

"progress is never permanent, or certain"
- Elizabeth Word Gutting

5. Resignation of Nancy Lincoln from the Weston Library effective 9/17/21: **I move to accept the resignation of Nancy Lincoln from the Weston Library effective 9/17/21**

Nancy A. Lincoln
4 Brookside Road
Ridgefield, CT 06877

June 9th, 2021

Katie Buch
Payroll/Benefits Accountant
Town of Weston
56 Norfield Road
Weston, CT 06883

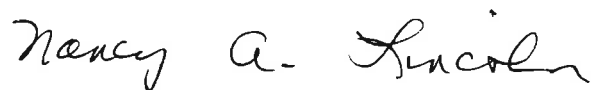
Dear Katie,

Please accept this letter as notice of my resignation from my position as Assistant Librarian. My last day of employment will be September 17th, 2021.

It has been a pleasure working with everyone the past 37 years. I would like to help with the transition of my duties so that the library continues to function smoothly after my departure.

I wish everyone the best and I look forward to staying in touch with you all.

Sincerely,

A handwritten signature in cursive script that reads "Nancy A. Lincoln".

Nancy A. Lincoln

Assistant Librarian

6. Resignation of Don Saltzman from the Planning and Zoning Commission: **I move to accept the resignation of Don Saltzman from the Planning and Zoning Commission effective immediately**

RECEIVED FOR RECORD
At WESTON, CONN

From: Donald Donald@optimum.net
Subject: RESIGNATION From Planning and Zoning Commission
Date: June 11, 2021 at 3:56 PM
To: D. ANASTASIA@WESTON CT.Gov@weston ct.gov
Cc: T. KULIKOWSKI@WESTON CT.GOV@weston ct.gov

JUN 14 2021

Attest 

Please be advised that I have resigned from P&Z on June 8 2021,
I have also advised the Chairman of the Republican Town Committee.



7. Interview of Sharon Ferraro for a position on the Board of Education: **No motion**

SHARON FERRARO

PROFILE

I'm a busy mother of three children who has the experience and perspective as a parent of both public schools as well as private schools and universities. I've worked in the corporate sector managing teams and budgets for over 10 years. I am a committed volunteer to the town of Weston and to our children.

GOALS AS A BOARD OF EDUCATION MEMBER

- Act in an advisory position to the superintendent to help insure a smooth transition as well as to insure that her agenda is in-line with the school board's values and is successful
- Insure that the school system continues to be the "crown jewel" of Weston by maintaining the demand for excellence from the staff and students
- Find ways to work with the school system to insure lean but successful school budgets

WORK EXPERIENCE

GLOBAL DIRECTOR OF SALES DEVELOPMENT, YAHOO! INC - 1997 - 2004
Managed sales team, operations team and training team for global sales force. Responsible for global sales strategy, customer interface and managing budgets.

DIRECTOR OF SALES, NETCAST; NY, NY — 1996-1997
Wrote and implemented sales strategy for developing company's business plan involving advertising utilizing audio ads online.

NATIONAL SALES REP, KATZ RADIO, NY, NY - 1993-1996
Represented local radio stations nationwide to the advertising community in New York City

VOLUNTEER EXPERIENCE

- Weston Women's League, Membership Chair 2018-2019, Co-President 2019 - Present
- WHS PTO: Philanthropy Chair 2018-2019, Secretary 2019-2020
- WMS PTO: Vice President 2018-2019, Fund Raising Chair 2019-Present
- Administrator for Weston Helping Weston Facebook group
- Bellarmine Society (Fairfield Prep PTO) member 2020-Present
- GAPA (Greenwich Academy PTO) member 2014-2017
- Harrison Avenue PTA, Harrison, NY: Vice President 2008-2010

EDUCATION

INDIANA UNIVERSITY, BLOOMINGTON, IN; BA TELECOMMUNICATIONS 1990

8. Discussion/decision about Founders' Day and the Weston Flea: No motion

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I move to approve a \$95,000 supplemental request as recommended by the Facilities Optimization Committee for the purpose of completing a Facilities Optimization Committee project, and to authorize the First Selectman to enter into a contract with Tecton Architects P.C. for said Facilities Optimization Committee Project with the understanding that said authorization is contingent upon the Board of Finance ratifying the supplemental appropriation request.

CONSULTING SERVICES AGREEMENT
(MUNICIPAL PUBLIC WORKS PROJECT)

This Consulting Services Agreement (the “Agreement”) is dated as of May ____, 2021 (the “Effective Date”) by and between **TECTON ARCHITECTS, P.C.**, a Connecticut corporation (the “Consultant”), and the **TOWN OF WESTON**, a Connecticut municipal corporation (the “Town”). In consideration of the mutual covenants set forth below, the sufficiency of which is hereby acknowledged, Consultant and the Town agree as follows.

1. **Services by Consultant.**

(a) **Scope of Work.** Consultant will perform professional consulting services for the Town with respect to the municipal public works project, as described in ***Request for Proposals For A Facilities Optimization Committee Project*** (the “RFP”), a copy of which is attached hereto as **Schedule A** and ***Qualifications for Facilities Optimization Services*** attached hereto as **Schedule B** (the “Proposal”). The professional consulting services described in the RFP and the Proposal are referred to in this Agreement collectively as the “Services”. Consultant represents and warrants that Consultant has the technical capability, experience, equipment, and other resources necessary to provide the Services on a timely basis and in full compliance with this Agreement.

(b) **Performance.** Consultant will use Consultant’s best skill, judgment and efforts to timely perform the Services in a manner satisfactory to the Town. Consultant will undertake to perform the Services only upon receipt of a request or instructions from the Town Administrator or a person designated by the Town Administrator.

(c) **Compliance With Laws.** Consultant agrees, represents and warrants that all of Consultant’s Services will be rendered in compliance with all applicable federal, state and local laws, regulations, ordinances, codes, orders and requirements and that Consultant shall have all necessary licenses and permits to perform the Services. Consultant will promptly notify the Town if Consultant’s Services fail in any way to comply with the covenants, representations and warranties set forth in this Section, or if it is alleged that Consultant’s Services fail to comply with the covenants, representations and warranties set forth in this Section.

(d) **No Delegation, Exceptions.** Without the express prior written approval of the Town, Consultant shall not delegate to any other person or entity the performance of the Services or of any of Consultant’s obligations and responsibilities under this Agreement. Notwithstanding, Consultant is authorized to subcontract for the performance of Services with the firms listed in Section 6.1 of the Proposal.

2. **Additional Services.**

Consultant shall not perform any additional services beyond the Services to be performed

hereunder. Any additional services shall be provided only after and subject to a separate written agreement.

3. **Independent Contractor.**

Consultant represents, warrants and agrees that: (a) Consultant is an independent contractor and not an employee or agent of the Town; (b) Consultant shall have the sole obligation and responsibility to pay any and all federal, state and local taxes, including wage withholding, payroll, unemployment insurance, Social Security, and sales and income taxes, associated with any payments or other compensation Consultant directly or indirectly receives from the Town; and (c) neither Consultant nor any employees or other personnel of Consultant are entitled to receive or are eligible for any benefits which accrue to employees of the Town, including without limitation such benefits as health insurance and retirement benefits. Without the express prior written approval of the Town Administrator, neither Consultant nor any employees or other personnel of Consultant will do or perform any act or make any representation, promise or commitment which purports in any way to bind the Town.

4. **Payments to Consultant.**

(a) **Compensation.** Consultant will be entitled to compensation for the Services in accordance with the rates, hours and fees indicated the table labeled Original 03.08.21 Revised 05.25.21 attached as **Schedule C** (the "**Fee Table**"). Consultant will be bound by total estimated fee or "not to exceed" dollar amount indicated in the Fee Table (the "**Quoted Fee**"). The Town will not be responsible for payment for Services performed in excess of the Quoted Fee unless, prior to performing the Services, the Consultant obtained the written authorization of the Town Administrator.

(b) **Invoices, Payment Schedule.** Consultant shall submit to the Town invoices for payment on a monthly basis. Each invoice shall include an itemized statement showing dates of work, a description of each task performed, personnel who performed each task, hourly rate(s) and the total sum for each task. The Town shall review each invoice and, within ten (10) days of receipt, either certify the same for payment or advise Consultant of any necessary revisions or additional documentation necessary to render such invoice for payment. The Town will pay each invoice within thirty (30) days after receipt by the Town's Finance Department of an approved invoice.

(c) **Expenses.** Except for the Reimbursable Expenses, the compensation to be paid under this Agreement is inclusive of all expenses. Except for the Reimbursable Expenses, Consultant will be solely responsible for the payment of all expenses appropriate or necessary for Consultant to properly perform the Services. "**Reimbursable Expenses**" means and includes expenses actually incurred by the Consultant for copies, reproductions, photographs, printing and overnight delivery services. The Town will not be responsible for payment for Reimbursable Expenses in excess of \$250.00 unless the Consultant obtained the written authorization of the Town Administrator prior to incurring the expense.

5. **Duration of Agreement.**

(a) Term. The engagement of Consultant by the Town to provide the Services shall commence on the date indicated in a notice to proceed issued by the Town and, unless earlier terminated as provided in this Agreement, shall end on December 31, 2021. If the project described in the Proposal has not been completed by December 31, 2021, then the engagement of Consultant will be automatically extended for a period of one (1) year (i. e., through December 31, 2022) unless either the Town or the Consultant notifies the other party that it does not wish to extend the engagement.

(b) Termination by the Town. The Town may at any time and for any reason terminate the engagement of Consultant to provide the Services under this Agreement. The Town shall give thirty (30) days' prior written notice to Consultant of any such termination specifying the effective date of the termination. If the Town terminates the engagement under this Section 5(b): (i) Consultant shall continue to render the Services until the effective date of the termination for Services then underway, and shall commence no items of Services after receipt of notice of termination without additional, prior written agreement of the Town; (ii) Consultant shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Consultant as of the effective date of the termination; and (iii) upon payment of the amount specified in Section 5(b)(ii), the Town shall have no further liability to Consultant under this Agreement. Non-payment by Town of Consultant's invoice shall not be grounds for termination if the Town has reasonable basis to dispute said billing and the issue remains unresolved between the parties.

(c) Termination by Consultant. Consultant may, for any reason, terminate this Agreement provided that Consultant give at least sixty (60) days' prior written notice to the Town of any such termination specifying the effective date of the termination. If Consultant terminates the engagement under this Section 5(c): (i) Consultant shall continue to render Services as provided in this Agreement until the effective date of the termination; (ii) Consultant shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Consultant as of the effective date of the termination; and (iii) upon payment of the amount specified in Section 5(c)(ii), the Town shall have no further liability to Consultant under this Agreement.

(d) Cooperation. If the engagement of Consultant to provide Services as set forth in this Agreement is terminated under Section 5(b) or Section 5(c), Consultant shall cooperate with the Town to arrange the termination in such manner as may reasonably be requested by the Town so as to minimize any disruption or adverse impact to the Town, including, without limitation, providing documentation and data files to a successor architecture consultant designated by the Town.

(e) Survival. Notwithstanding anything to the contrary contained herein, the provisions of Sections 7, 8, 9, 10, 12, 13 and 14 of this Agreement shall survive any termination or expiration of this Agreement regardless of how such termination or expiration may occur.

6. Insurance.

(a) Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Agreement the insurance coverages specified in Section 4 of the RFP.

(b) The insurance policies described in Section 6(a), above, are referred to herein as the “Policies”. Each of the Policies shall be underwritten by an insurance company licensed in the State of Connecticut to underwrite that particular form of insurance. Upon execution of this Agreement and, upon request of the Town, at every date for renewal of the Policies, Consultant shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. Each of the Policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

(c) Consultant shall ensure that any and all consultants engaged or employed by Consultant, including, without limitation, the firms listed in Section 6.1 of the Proposal, shall carry and maintain insurance in form and coverage amount consistent with the Policies and the consultant’s relative scope of work. With respect to the insurance maintained by Consultant’s consultants, upon execution of this Agreement and, upon request of the Town, at every date for renewal of the Policies, Consultant shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the State of Connecticut. The certificates will show the Town as an additional insured. Each of the Policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

7. **Ownership of Documents and Property.**

(a) Consultant understands and agrees that all information and other property of the Town, notwithstanding its disclosure to and use by Consultant in the course of the engagement of Consultant to provide Services under this Agreement, shall remain the property of the Town or of any third party who may furnished it to the Town. At the termination of Consultant’s engagement under this Agreement, or at the request of the Town at any time, Consultant will immediately deliver to the Town all information, and all other property of the Town or of a third party, which are in the possession, custody or control of Consultant.

(b) All documents prepared by Consultant pursuant to this Agreement, including sketches, design, reports, drawings, CADD and/or computer design files and specifications (the “Work Product”) are instruments of service in respect to the Services to be performed and, upon payment as herein provided, shall become the property of the Town. Consultant hereby irrevocably and perpetually assigns to the Town all right, title and interest in and to the documents, including but not limited to all intellectual property rights, including but not limited to patents, trademark, trade secret and copyright. The Town agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any claim, liability or cost (including reasonable attorney’s fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the Town or any person or entity that obtains the Work Product from or through the Town.

8. **Remedies; Indemnification.**

(a) In addition to and not in lieu of any other obligation contained in this Agreement, Consultant agrees to and shall indemnify the Town and hold the Town harmless with respect to

any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities arising out of (i) any breach or violation by Consultant of any provision of this Agreement, including any representation or warranty contained herein; and (ii) any negligent or intentional acts, errors or omissions by Consultant in the performance of its Services under this Agreement.

(b) The provisions of this Section 8 shall survive any termination or expiration of this Agreement regardless of how such termination or expiration may occur.

9. **Entire Agreement; Modification; Binding Effect.**

(a) This Agreement contains the entire agreement of the parties concerning its subject matter 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. Consultant acknowledges that in connection with Consultant's decision to sign this Agreement, Consultant has not relied on any representations, promises or agreements of any kind except for those set forth in this Agreement.

(b) This Agreement may only be changed or modified in a writing signed by both Consultant and the Town.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that Consultant may not assign Consultant's obligations under this Agreement.

10. **Governing Law; Jurisdiction.**

This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Connecticut. Consultant and the Town consent to the jurisdiction and exclusive venue of the State and/or Federal courts in Connecticut in any litigation concerning this Agreement or its enforcement.

11. **Consultant's Authority to Conduct Business.**

Consultant represents and warrants that Consultant shall maintain its existence in good standing in its state of incorporation or formation (if applicable), and that Consultant shall maintain in full force and effect any and all licenses or authorizations required for Consultant to do business in each jurisdiction where Services are to be rendered under this Agreement.

12. **Dispute Resolution.**

(a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between the parties. Any party may give the other party written notice of any dispute not resolved in the normal course of business. The notice and response shall include with reasonable particularity: (i) a statement of each party's position and a summary of arguments supporting that position; and (ii) the name and title of the person who will

represent that party and of any other person who will accompany him or her. Within thirty (30) days after delivery of the notice, the parties shall meet at a mutually acceptable time and place.

(b) Unless otherwise agreed in writing, the above-described negotiation shall end at the close of the first meeting described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.

(c) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

(d) At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by agreement of the parties. This limitation is inapplicable, however, to a party if the other party refuses to comply with the requirements of Section 12(a).

(e) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Section 12(a) and Section 12(b) are pending and for two (2) weeks thereafter. The parties will take such action, if any, required to effectuate such tolling.

(f) If the matter is not resolved by negotiations pursuant to Section 12(a) through Section 12(e), then either party may demand that the dispute be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Commercial Arbitration Rules") and upon such demand, the dispute shall be submitted to arbitration in Fairfield County, Connecticut. The parties may agree upon one (1) arbitrator. If they cannot so agree within two (2) weeks following demand for arbitration, then each party shall select an arbitrator, and the arbitrators so selected shall select a third arbitrator (the "Deciding Arbitrator"), and the decision of the Deciding Arbitrator shall be binding and conclusive. If either party refuses or fails to join in the appointment of an arbitrator, an arbitrator shall be appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions of this Agreement, shall take place in Fairfield County, Connecticut. Notice shall be given and the hearing conducted in accordance with the provisions of the Commercial Arbitration Rules. The arbitrator shall hear and determine the matter and shall execute and acknowledge its award in writing and deliver a copy thereof to each party by registered or certified mail. A judgment confirming the award of the arbitrator may be rendered in any court having jurisdiction. Costs and expenses of arbitration, including, but not limited to, the fees of the arbitrator, shall be borne by the non-prevailing party or in such proportion as the arbitrator shall determine.

13. Notices.

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 Consultant, addressed to:

Tecton Architects, P.C.
34 Sequassen Street, Suite 200
Hartford, CT 06106
Attention: Jeffrey J. Wyszynski, AIA, Principal

14. **Miscellaneous Provisions.**

(a) **Controlling Effect.** In the event of an inconsistency between a provision of this Agreement and any terms and conditions that may be included in, or attached to, the Proposal, the provision in this Agreement shall control. In the event of an inconsistency between a provision of the RFP and any terms and conditions that may be included in, or attached to, the Proposal, the provision in this RFP shall control.

(b) **Captions.** Any title or caption contained in this Agreement is for convenience only and shall not be deemed a substantive part of this Agreement.

(c) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties hereto agree that this Agreement may be transmitted between them by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The parties intend that PDF or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, PDF or electronic) of all the parties is binding on the parties once sent via electronic mail or delivered to the other party.

(d) **Non-Waiver.** Any delay or failure by either party to exercise any right under this Agreement, or any party's partial exercise of any right under this Agreement, shall not constitute a waiver of such right or any other right. The waiver by either party of any particular breach of this Agreement or right hereunder shall not operate or be construed as a waiver of any other breach of this Agreement or right hereunder, and no such waiver shall be effective unless set forth in writing by Consultant or the Town.

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WHEREFORE, the Town and Consultant have entered into this Agreement as of the date and year first written above.

TOWN OF WESTON

By: Christopher Spaulding
Its: First Selectman

TECTON ARCHITECTS, P.C.

By:
Its:

{Signature page to Consulting Services Agreement}

SCHEDULE A

RFP

{to be attached}



REQUEST FOR PROPOSALS

For A

FACILITIES OPTIMIZATION COMMITTEE PROJECT

~ RESPONSES MUST BE RECEIVED BY NOON (EST) ON MARCH 8, 2021 ~

1. PURPOSE

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

The Town of Weston is an Affirmative Action / Equal Opportunity Employer. Firms owned by women and minorities are encouraged to respond to this Request for Proposals.

2. OVERVIEW

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

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

Educational Facilities Goals:

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

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

- Weston High School (Grades 9-12)
- Weston Middle School (Grades 6-8)
- Weston Intermediate School (Grades 3-5)
- Hurlbutt Elementary School (Grades pre-K-2). (Hurlbutt also contains the Town's senior center.)

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

The two principal scenarios being considered currently are:

1. Close (and repurpose) Hurlbutt and house students in the remaining three schools in the following manner:
 - High School – Grades 9-12
 - Middle School – Grades 5-8
 - Intermediate School – Grades pre-K-4
2. Close (and, if possible, repurpose) the Middle School and house students in the remaining three schools in the following manner:
 - High School – Grades 9-12
 - Intermediate School – Grades 5-8
 - Hurlbutt – Grades pre-K-4

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

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

Administrative Facilities Goals:

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

- Board of Education Central Office;
- Annex (Containing Land Use staff, Social Services staff, a regional police computer forensics lab, and certain School District Departments);
- Bus Depot (for school buses);
- Historic property known as "Jarvis" (Jarvis houses the Parks and Recreation Department, and is located in a Historic District); and
- Town Hall (Also located in a Historic District).

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

Relevant background studies and materials:

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

<https://westonps.org/district/facilities-3/feasibility-studies/>
<https://www.westonct.gov/government/rfp-s>
https://westonps.org/budget-2021-2022/?et_fb=1&PageSpeed=off

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

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

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

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

3. SCOPE OF SERVICES

A. Questions Presented and Analyses Required

- (i) Of critical importance to the study is the answer to the following question: Given school population trends and expectations, based on a high-level analysis, can the Town move from the four-school model currently utilized to a three-school model at a reasonable cost and timeline?
- (ii) If the answer to the preceding question is "yes," the Consultant shall assist the FOC in producing a School Facilities Restructuring Plan containing an analysis of alternatives, and preliminary designs and cost estimates, for facilities consolidation, expansion, closing, and/or renovation, in order to move to a three-school model, as well as the Consultant's recommendations regarding the foregoing. This analysis shall include comparing the cost of moving to three schools with continuing the current four-school configuration in a 10 to 20-year timeframe.
- (iii) Regardless of the answer to Question (i) above, the Consultant shall develop a plan to optimize the Town's non-school facilities described above under "Administrative Facilities Goals," including placement of Town personnel within such facilities. If the answer to Question 1 is "yes," then that plan could include placing non-school Town employees in Hurlbutt Elementary School or Weston Middle School.

- (iv) Beyond modifications required to consolidate into three schools, are there facility enhancements, such as physical security, sustainability (e.g., carbon footprint, water and waste reductions), health and safety, daylight enhancements, MEP improvements or others that would be beneficial to conduct simultaneously with the required modifications to the schools or other Town facilities? And if so, at what cost/benefit?

- (v) Are there recommended renovations or alterations that would enhance students' 21st-Century learning environment?

- (vi) If your recommendation includes preserving Weston Middle School:
 - (x) Are there recommended renovations or alterations for improving (1) science classrooms, (2) performing arts spaces (Band, Orchestra, Chorus, Drama), (3) art classrooms, and (4) the Life Skills classroom area?

 - (y) What renovations or alterations would enhance the older F-wing, G-wing and H-wing general classrooms and hallways?

 - (z) What options are there for creating a culinary arts classroom?

- (vii) With respect to Weston High School, what renovations or alterations would enhance the remaining general classrooms in the D and E wings that were not updated in the last project circa 2014?

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

In addition, the assessment of options needs to incorporate the potential timing for incurring additional capital investments, and the impact upon, and to be sensitive to, the financial situation of the Town. The Town's current debt service charges from previous school construction drop significantly beginning in the 2023-24 fiscal year and are extinguished by the 2025-26 fiscal year, which will influence the Town's ability and willingness to incur additional capital expenditures prior to those dates.

B. Components of Consultant's Services

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

- (i) Review existing documentation and studies, and research existing conditions, to create a broad assessment of existing facilities, noting building condition and/or code deficiencies. Using this information, develop a baseline scenario outlining a 10 – 20 year continuation of the status quo in which all facilities are brought to and maintained in good repair. Note that development of detailed building condition assessments is not considered part of the scope of this project, but some buildings may need limited engineering review as an update to prior assessments. Any updates of prior assessments which the Consultant deems required should be specified in the response and priced as an alternate.

- (ii) Taking into account the prior studies, as reviewed pursuant to (i) above, assess the function, space needs, and programmatic needs of each school (excepting Weston High School), and department or function, including projected enrollment requirements, to determine building net and gross area requirements to meet those programmatic needs.

- (iii) Study alternative school layouts, building plans, or building modifications (including those cited in 2.A(iv) above), to determine if existing or alternative layouts of the current schools have the capacity to accommodate the proposed school changes. Analyze parking and access issues for the selected layout(s) taking into account property lines, setbacks, wetlands and any other relevant limitations.
- (iv) Based upon the foregoing, study alternative Town administrative space layouts, building plans, or building modifications, to determine if existing or alternative layouts of the current Town facilities, including any vacated from the foregoing, have the capacity to accommodate the proposed changes. Analyze parking and access issues for the selected layout(s).
- (v) Identify short-term swing space options to accommodate ongoing operations with no impact to educational delivery if possible, and minimal disruption while buildings are in construction and/or renovation
- (vi) Prepare a preliminary assessment of options that lists, for each option, the following: pros and cons of each alternative and physical feasibility of each alternative. For the scenario(s) selected by the FOC for further analysis, prepare a projected cost (including design, construction and operating costs) of each alternative; effectiveness and benefits; relative importance/urgency of each of the identified needs; and comparison to the baseline scenario of the applicable current school and Town buildings, grade configurations and staff locations remaining in place.
- (vii) Recommend a preliminary project timeline or schedule from appropriation of funds through design, construction and phasing steps.
- (viii) Investigate and document potential funding sources available to the Town. These sources include but are not limited to eligibility for State reimbursements under various programs.
- (ix) Facilitate work/review meetings as necessary with the FOC and relevant Town Boards, the school administration and the Town Administrator, and provide project updates and/or recommendations throughout the project. Please specify minimum meeting expectations.
- (x) In coordination with the FOC, create and manage an efficient and effective public participation process, with a goal of achieving consensus among citizens of the Town relative to a long-term vision for the efficient and effective use of school and other municipal facilities, including but not limited to public meetings, digital and social media, mailings and assistance with the development of focused surveys.
- (xi) Review comparable information and data from DRG A schools, and other municipal or school systems of similar size or facing similar options, benchmark recommended options relative to such other districts in terms of efficient safe space utilization, and review said information with the FOC.
- (xii) Working with the FOC, integrate the above materials into a master Plan that will provide a framework for capital building projects with estimated project costs for the Town's Capital Plan. Prepare a Final Draft of the Plan and Executive Summary for presentation to the Board of Selectmen, the Board of Education and the Board of Finance in print and digital form, including a matrix of recommendations over the short, medium, and long term.

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

4. GENERAL

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

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

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

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

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

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

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

5. SUBMITTAL REQUIREMENTS

Consultants that respond to this RFP ("Respondents" or "Respondent") shall include with the following with their sealed bid package:

- a) Cover Letter: A cover letter addressed to Jonathan Luiz, Town Administrator, Weston Town Hall, 56 Norfield Road, Weston CT 06883, signed by an authorized principal or partner of the Respondent, which provides an overview of the Respondent's proposal (the "Proposal"), as well as the name, title, phone and fax numbers, and email address, of the person to whom questions concerning the Proposal may be directed.

b) History and Resumes: Respondents must include a brief history of the firm, including:

- Size and organization;
- Full legal name of the Respondent, including registered legal name if different;
- Ownership, including whether the company is a qualified minority owned enterprise;
- Presence in Connecticut and the surrounding States;
- Length of time the Respondent has been in business;
- Products and services offered by the Respondent;
- Resumes for all professionals to be assigned to the project, including resumes of any subcontractors and all professional licenses held by relevant principals and employees of Respondent; and
- Identification of the lead project manager.

c) Scope of Work: The Town will not accept scope of work exceptions submitted by Respondents. By submitting a proposal, Respondents agree that they understand and agree to carry out (if selected) the entire scope of work as outlined in this RFP.

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

f) Experience and ability to perform: Respondents shall provide a description of ***at least*** two previous projects which are similar in nature to the scope of services outlined in this RFP, including:

- Dates of contract and duration;
- Services performed and fees for services;
- Names and contact information of the lead professional and other professionals who performed services for the contract, including the names and contact information of subcontractors;
- Name, address, telephone numbers of clients who may be contacted for verification of information submitted;
- Statement as to whether projects were completed on time and within budget; and
- Statement as to whether or not the project resulted in the Respondent or its subcontractors being involved in dispute resolution such as litigation, arbitration or mediation. If dispute resolution took place, then describe briefly the matter giving rise to the need for resolution. Also, indicate to the best of the Respondents knowledge, whether or not the subcontractors that would be

g) General References: Provide two industry references that are different from the references given in response to 5f.

h) Litigation: Statement as to whether or not the Respondent has been a party to litigation connected to any and all of its projects for the last seven years.

i) Fees: Respondents shall submit an estimated total cost for completion of the project. The fee proposal must be typed using letters (not numbers) and include a breakdown of the fees, the allocated human hours, anticipated meeting hours spent with the FOC, and the anticipated completion dates of each major component as itemized in Section 3B. above, and a breakdown of any remaining tasks to be completed. Note that the specific reviews of Town administrative facilities and the bus depot are considered “add alternates” which require individual price break outs such that these items may be included or excluded without impact to the balance of the scope and pricing.

6. SUBMISSION

All proposals and the information required for this project shall be delivered in sealed envelopes via UPS, FedEx, or by hand. Said envelopes shall be clearly identified as "RFP for Facilities Optimization Committee Project," and shall also be clearly labeled with the name and address of the proposing Consultant. The envelopes shall contain one (1) original document, five (5) paper copies and one (1) PDF copy on a USB flash drive. Proposals must be **received by** Jonathan Luiz, Town Administrator, Weston Town Hall, 56 Norfield Road, Weston CT 06883, no later than Noon, EST on March 8, 2021. Mr. Luiz and/or his representative will be physically stationed on the front steps of the Town Hall at 56 Norfield Road between the hours of 11 am and Noon, EST on March 8, 2021 in order to accommodate people delivering proposals by hand the day they are due. Proposals received in a timely fashion will be opened via Zoom on March 8, 2021 at 12:05 pm EST. Here is information about participating via Zoom:

Zoom Meeting ID: 897 3594 1627

Zoom Passcode: 06883

Join Zoom via internet: <https://us02web.zoom.us/j/89735941627>

Join Zoom via phone:

One tap mobile:

+16465588656,,89735941627#,,,,*06883# US (New York)

+13017158592,,89735941627#,,,,*06883# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Proposals submitted after Noon, EST on March 8, 2021, or not in accordance with these instructions shall be disqualified. Emailed or faxed proposals will not be considered. Proposals received by the Town shall not be withdrawn. All costs incurred in the preparation and presentation of the Proposal shall be wholly absorbed by the Consultant. Any and all materials submitted by the Respondents shall become the property of the Town and therefore shall be subject to disclosure and be available for public view and copying under the Freedom of Information Act.

Respondents are responsible for periodically checking the Town's website for any modifications or addendums to, termination of, responses to questions regarding this RFP. The web address is: <https://www.westonct.gov/government/rfp-s>

7. POINT OF CONTACT

Questions regarding this RFP shall be emailed prior to February 22, 2021. Questions will not be accepted via alternative formats such as phone, text or fax. The Town will attempt to answer all questions within 48 hours of receipt. Send questions to Gayle Weinstein at this email address: gweinstein@westonct.gov

Acceptance of Proposals: The Town reserves the right to accept and reject any and all proposals and to waive informality, technical defect, or clerical error in any proposal, as the interest of the Town may require. The Town reserves the right to negotiate with one or more Respondents as it sees fit. All costs incurred in the preparation of the proposal response will be borne entirely by the Respondents.

Conflict of Interest: A Respondent filing a proposal thereby certifies that no officer, agent or employee of the Town who has a pecuniary interest in this request for proposal neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Respondent of the same call for proposals, and that the Respondent is competing solely in its own behalf without connection with or obligation to, any

undisclosed person or firm. Respondents must fully disclose, in writing to the Town before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Respondent were to become a contracting party pursuant to this RFP. The Town shall review any submissions by Respondents under this provision and may reject any Proposals where, in the opinion of the Town, the Respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Respondent were to become a contracting party pursuant to this RFP. Send conflict of interest disclosures to Jonathan Luiz at this email address: jluiz@westonct.gov

Investigation: Respondent shall make all investigations necessary to inform it regarding the service(s) to be performed under this request for proposal.

Assignment and Subcontractors: Assignment by successful Respondent(s) to third party of any contract based on the Request for Proposal or any monies due is prohibited and shall not be recognized by the Town unless approved by the Town in writing.

Collusion: Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any Respondent who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

SCHEDULE B
CONSULTANT'S PROPOSAL

{to be attached}

SCHEDULE C
CONSULTANT'S FEE TABLE

{to be attached}

TECTON ARCHITECTS - FEES

Components of Consultant's Services	Base Task Hours		Anticipated Completion Date	
Original - 03.08.21 Revised - 05.25.21, changes indicated in red	Projected Hours	Proposed NTE		
i	Existing Conditions Assessment: Review existing documentation and studies, and research existing conditions, to create a broad assessment of existing facilities, noting building condition and/or code deficiencies. Using this information, develop a baseline scenario outlining a 10 – 20 year continuation of the status quo in which all facilities are brought to and maintained in good repair. Note that development of detailed building condition assessments is not considered part of the scope of this project, but some buildings may need limited engineering review as an update to prior assessments. Any updates of prior assessments which the Consultant deems required should be specified in the response and priced as an alternate.	150	\$19,500	April - May 2021
ii	Program Development: Taking into account the prior studies, as reviewed pursuant to (i) above, assess the function, space needs, and programmatic needs of each school (excepting Weston High School), and department or function, including projected enrollment requirements, to determine building net and gross area requirements to meet those programmatic needs.	80	\$10,800	April - June 2021
iii	Study of Alternatives (Schools): Study alternative school layouts, building plans, or building modifications (including those cited in 2.A(iv) above), to determine if existing or alternative layouts of the current schools have the capacity to accommodate the proposed school changes. Analyze parking and access issues for the selected layout(s) taking into account property lines, setbacks, wetlands and any other relevant limitations.	75	\$10,125	June - Sept 2021
iv	Study of Alternatives (Town Admin): Based upon the foregoing, study alternative Town administrative space layouts, building plans, or building modifications, to determine if existing or alternative layouts of the current Town facilities, including any vacated from the foregoing, have the capacity to accommodate the proposed changes. Analyze parking and access issues for the selected layout(s).		inc. as an alternate	
v	Swing Space: Identify short-term swing space options to accommodate ongoing operations with no impact to educational delivery if possible, and minimal disruption while buildings are in construction and/or renovation.	20	inc. in Item vi	June - Sept 2021
vi	Development of Options: Prepare a preliminary assessment of options that lists, for each option, the following: pros and cons of each alternative and physical feasibility of each alternative. For the scenario(s) selected by the FOC for further analysis, prepare a projected cost (including design, construction and operating costs) of each alternative; effectiveness and benefits; relative importance/urgency of each of the identified needs; and comparison to the baseline scenario of the applicable current school and Town buildings, grade configurations and staff locations remaining in place.	75	\$10,125	June - Sept 2021
vii	Schedule Development: Recommend a preliminary project timeline or schedule from appropriation of funds through design, construction and phasing steps.	0	inc. in above	June - Sept 2021
viii	Funding Sources: Investigate and document potential funding sources available to the Town. These sources include but are not limited to eligibility for State reimbursements under various programs.	0	inc. in above	June - Sept 2021

ix	Meetings: Facilitate work/review meetings as necessary with the FOC and relevant Town Boards, the school administration and the Town Administrator, and provide project updates and/or recommendations throughout the project. Please specify minimum meeting expectations. <i>*See breakout to right</i>	52	\$7,800	Propose monthly progress meetings with FOC (6), Staff/Personel Mtgs (6) @ 2 hrs each, all virtual
x	Public Participation: In coordination with the FOC, create and manage an efficient and effective public participation process, with a goal of achieving consensus among citizens of the Town relative to a long-term vision for the efficient and effective use of school and other municipal facilities, including but not limited to public meetings, digital and social media, mailings and assistance with the development of focused surveys. <i>*See breakout to right</i>	54	\$8,100	Project 4 Public forums and 2 workshop input sessions, all virtual
xi	Benchmarking: Review comparable information and data from DRG A schools, and other municipal or school systems of similar size or facing similar options, benchmark recommended options relative to such other districts in terms of efficient safe space utilization, and review said information with the FOC.	16	Inc. In Item xii	June - Sept 2021
xii	Master Plan Development: Working with the FOC, integrate the above materials into a master Plan that will provide a framework for capital building projects with estimated project costs for the Town's Capital Plan. Prepare a Final Draft of the Plan and Executive Summary for presentation to the Board of Selectmen, the Board of Education and the Board of Finance in print and digital form, including a matrix of recommendations over the short, medium, and long term.	65	\$9,750	Sept - Nov. 2021

Proposed NTE Fees	587	\$76,200
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Proposed NTE Fees (in words): Seventy six thousand, two hundred dollars and 00/100

Clarifications

- 1 Hazardous and/or environmental identification, review, and reporting is not included in the scope of work.
- 2 In-house order of magnitude cost estimates are included in this proposal. Independent third party cost estimates are excluded.
- 3 Exclusions: Geotechnical, field verification and measurement of existing buildings, survey, borings, destructive investigation or analysis (including roof test cuts or opening of concealed conditions), OSTA, traffic review, development of educational specifications, LEED Certification, population or submission of grant application and permitting.
- 4 Scope of work is based upon owner providing full access to all buildings in an expeditious manner, accurate existing conditions as built drawings for all trades/disciplines, and bi-weekly progress meetings with owner selected working group to review and confirm progress.
- 5 Scope of work is based upon the schedule of buildings shown below:
 - Base Services (School Facilities)**
 - Weston High School (limited scope as per RFP)
 - Weston Middle School
 - Weston Intermediate School
 - Hurlbutt Elementary School
 - Add Alternates (Administrative Facilities)**
 - Board of Education Central Office ~ \$2,000
 - Annex ~ \$1,500
 - Bus Depot ~ 1,500
 - Jarvis (Parks & Recreation) ~\$1,500
 - Town Hall ~ \$3,000

Scope Item iv: Study of Alternatives (Town Admin): Based upon the foregoing, study alternative Town administrative space layouts, building plans, or building modifications, to determine if existing or alternative layouts of the current Town facilities, including any vacated from the foregoing, have the capacity to accommodate the proposed changes. Analyze parking and access issues for the selected layout(s). ~ \$6,480

11. Discussion/decision to authorize a general wage increases for permanent non-union staff: I move to authorize a general wage increase of 1.5% for Non-Union staff effective 7/1/21 as well as any applicable step increases.

12. Approval of the minutes from the Board of Selectmen Regular Meeting on June 3, 2021: I move to approve the unapproved minutes of the June 3, 2021 Board of Selectmen regular meeting, as presented.

Board of Selectmen
Regular Meeting Minutes
June 3, 2021 at 7.30pm
Meeting to be held remotely due to COVID 19

1. **Call to order:** First Selectman Chris Spaulding called the meeting to order at 7.30pm. Also in attendance were Selectman Stephan Grozinger, Selectwoman Samantha Nestor, Town Administrator Jonathan Luiz, Town Attorney Ira Bloom and Eileen Flug from Berchem Moses, Jordan Gladstone and Town residents participating.
2. **Pledge of Allegiance:** The Pledge was recited.
3. **Discussion /decision in response to recommendations from the Diversity Equity and Inclusion Advisory Committee:** First Selectman Spaulding introduced Eileen Flug and Ira Bloom to go over questions that were sent to them by Town Administrator Jonathan Luiz. Ms. Flug went over Civilian Review Board (CRB) legalities saying that nothing should stand in the way of Weston creating a (CRB). Selectman Grozinger asked a number of questions on the CRB's potential responsibilities and recommendations. Selectwoman Nestor asked for specifics on the differentiation between the roles. Selectman Gozinger expressed his concerns over creating a board with over lapping powers. Ms. Flug said that the CRB would review complaints in public and be independent of the Police Department and the Board of Police Commissioners. There was much discussion between the Board of Selectmen; ultimately First Selectman Spaulding said that public opinion needs to be heard. Selectwoman Nestor moved to instruct the Town attorney and others, First Selectmen and Town Attorney, to draft proposed language for an ordinance for a Civilian Review Board to be brought to the Board of Selectmen at the next meeting for review and or revisions. First selectman Spaulding seconded this. The motion passed 2- 1 with Selectman Grozinger in opposition.
4. **Appointment of Sarah Grigerick for an appointment to the Board of Ethics for a term to end December 31, 2021:** Selectman Grozinger moved to appoint Sarah Grigerick to the Board of Ethics for a term to end December 31, 2021. Selectwoman Nestor Seconded this. The motion passed unanimously.
5. **Appointment of Harriet Heller to the Diversity Equity and Inclusion Advisory Committee for a term to end June 30th, 2022:** Selectwoman Nestor moved to appoint Harriet Heller to the Diversity Equity and Inclusion Advisory Committee for a term to end June 30, 2022. Selectman Grozinger seconded this. The motion carried unanimously.
6. **Discussion/ decision to establish two alternate members for the Diversity Equity and Inclusion Advisory Committee:** Selectman Grozinger moved to establish two alternate positions for the Diversity Equity and Inclusion Advisory Committee. Selectwoman Nestor seconded this. The motion carried unanimously.
7. **Appointment of Melissa Conner as an alternate member of the Diversity Equity and Inclusion Advisory Committee for term to end June 30, 2022:** Selectwoman Nestor moved to appoint Melissa Conner as an alternate to the Diversity Equity and Inclusion Advisory Committee for a term to end June 30, 2022. Selectman Grozinger seconded this. The motion carried unanimously.
8. **Interview of Jordan Gladstone for a position on the Commission for Children and Youth:** The Board of Selectmen interviewed 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":** First Selectman Spaulding went over the reasoning for this hire citing the multiple FOIA requests that the Town has received and the time needed to source relative documents. Selectman Grozinger moved

to approve a supplemental appropriation to hire a part-time, seasonal employee entitled "Document Coordinator". Selectwoman Nestor seconded this. The motion carried unanimously.

10. **Discussion/ decision to authorize a supplemental appropriation as requested by the Facilities Optimization Committee:** Selectwoman Nestor moved to table item 10. Selectman Grozinger seconded this. The motion carried unanimously.
11. **Discussion/ decision about a proposed dog park:** First Selectman Spaulding explained that price quotes have gone up as this project has been on hold for 5 years due to litigation. First Selectman Spaulding spoke of the goal of making this more cost effective, less environmentally impactful and to disturb the least amount of trees possible. He went into detail on a plan for a new design reflects these goals.
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:** Mr. Luiz explained that McChord Engineering will create a revised, scaled down the plan to ensure engineering is sound and will fit within the parameters of Conservation Commission's approval. Selectman Grozinger asked to explore alternate areas where roadway construction is not be needed. Selectwoman Nestor asked to see the revised numbers before making any decisions. Selectwoman Nestor moved 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. Selectman Grozinger seconded this. The motion carried unanimously.
13. **Discussion/ decision to hold an "Explore Valley Forge" event:** The Board of Selectmen expressed their support for the event. Selectwoman Nestor asked if the event could be earlier in the season, and First Selectman Spaulding would support multiple events. Selectman Grozinger will reach out to Fire and EMS for approval.
14. **Discussion/ decision to authorize the First Selectman to sign a building permit software contract:** Mr. Luiz gave a brief overview of the new software saying that the building inspector is happy and comfortable with it. Selectwoman Nestor moved to authorize the First Selectman to sign a building permit software contract. Selectman Grozinger seconded this. The motion carried unanimously.
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:** Selectman Grozinger moved 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. Selectwoman Nestor seconded this. The motion carried unanimously.
16. Selectwoman Nestor moved to add a motion to the agenda to accept the resignation of Gina Albert from the Board of Education. Selectman Grozinger seconded this. The motion carried unanimously. Selectwoman Nestor moved to accept Gina Albert's resignation from the Board of Education as of June 18, 2021, subject to date verification. Selectman Grozinger seconded this. The motion carried unanimously.
17. **Adjournment:** Selectwoman Nestor moved to adjourn at 9.12pm. Selectman Grozinger seconded this. The motion carried unanimously.

Minutes submitted by: Sara Beer, Executive Administrative Assistant.

13. Interview of Jamie Zeppernick for the Diversity, Equity and Inclusion Advisory Committee

14. Executive session to discuss pending litigation

15. Adjournment

6.16.2021

Board of Selectmen
Town of Weston, CT
56 Norfield Rd., Weston, CT 06883

Dear Board of Selectmen:

I write today to submit my name for nomination to the Diversity, Equity and Inclusion Advisory Committee as a Republican.

I have been a resident of Weston for over seven years and have two children in the schools. My son is a rising 8th grader, and my daughter is a rising 5th grader.

I currently serve on the Weston Soccer Board as the Director of the Junior Academy. I have served since 2018. My wife serves as the Chairwoman for Lachat Town Farm and our children are active in Weston Sports and we are members of the Weston Field Club.

I own and operate a healthcare business with my wife that serves children on the autism spectrum throughout Connecticut and Massachusetts.

The DEI Advisory committee at this time is underrepresented of differing viewpoints and understanding of the cultural and social significance of what DEI serves to accomplish. In the spirit of DEI and for the concepts of DEI to be effective it must be inclusive of all points of view and allow for a positive exchange of ideas and ideologies. For this reason, I ask that you accept my candidacy for the open position on the committee.

I look forward to establishing an excellent working relationship and open and fair exchange of ideas with the current and future members of the DEI Advisory Committee.

Please do not hesitate to contact me with any questions and I thank you for your consideration to be selected to further serve the residents of Weston.

Best,

Jamie Zeppernick