

**Board of Selectmen
Special Meeting Agenda
Friday, December 17, 2021 10:30 AM**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81842471220?pwd=NVQ1VVhDWk1wYjZVVUx3cmNZVWtUUT09>

Webinar ID: 818 4247 1220

Passcode: 415751

Join by phone: 646 558 8656

1. **Call to order**
2. **Pledge of Allegiance**
3. **Approval of objectives/goals worksheet**
4. **Reappointments to various appointed Boards, Committees and Commissions:**
 - **Facilities Optimization Committee:** Rick Bertasi, Gayle Weinstein, Denise Harvey, Tony Pesco, Steven Ezzes, Rone Baldwin, Richard Wolf and Ken Edgar for a term to end September 30, 2022
 - **Commission on Aging:** Richard Wolf, Alison McElhone, Donald Grumaer and Fran Goldstein for a term to end December 31, 2023
 - **Board of Ethics:** Ruth Israely and Sarah Grigerick for a term to end December 31, 2023
 - **Legal Counsel:** Ira Bloom Esq.
 - **Marketing and Communications Committee:** Agata Tria for a term to end December 31, 2023
 - **Veterans Affairs Committee:** Jon Dillon for a term to end December 31, 2023
 - **Weston Bicycle & Pedestrian Committee:** Walter Shanley and Bill Lomas for a term to end December 31, 2021
 - **Lachat Town Farm Commission:** Erica Reiner for a term to end December 31, 2024
 - **Westport Weston Health District:** Catherine Revzon for a term to end December 31, 2024
 - **Board of Assessment Appeals (Alt):** Marina Coprio for a term to end December 31, 2025
 - **Conservation Commission:** Michael Reiner, James Smith, Holly Charlesworth and Robert Turner for a term to end December 31, 2025
 - **Library Board:** Anne Hunt, Amy Kidwall Sanborn, Barbara Groves, Richard Ross and Lori Goertz for a term to end December 31, 2025
 - **Parks and Recreation Commission:** Mark Crowley, Ed Bello and Michael Schramm for a term to end December 31, 2025
 - **Historic District Commission:** Leona Peiffer for a term to end December 31, 2026
5. **Appointment of Nicci Wiese as a permanent member to the Sustainable Weston Committee for a term ending December 31, 2022.**
6. **Update on Covid case numbers and transmission rate**
7. **Discussion/decision to join the national opioid settlements**
8. **Discussion/decision to hire Dr. Tom Failla as Conservation Planner**
9. **Discussion/ Decision to authorize a tax sale**
10. **Discussion/ Decision to authorize a supplemental appropriation of \$3,521 for the Registrar of Voters budget**
11. **Discussion/ Decision to authorize a supplemental appropriation for emergency road repairs on Newtown Turnpike and Valley Forge Road**
12. **Update on the Calvary Road Bridge project**
13. **Approval of tax refunds totaling \$13,833.77**
14. **Approval of the unapproved minutes from the Board of Selectmen Special Meetings held October 7, 2021, October 8, 2021, November 15, 2021, November 29, 2021, December 2, 2021 and December 6, 2021.**
15. **Adjournment**

DRAFT Motions for the 12/17/21 BOS Special Meeting

1. Call to order: **No motion.**
2. Pledge of Allegiance: **No motion.**
3. Approval of objectives/goals worksheet: **I move that the Board of Selectmen adopt those objectives presented with scores of 7 and higher.**
4. Reappointments to various appointed Boards, Committees and Commissions: **I move to appoint the following:**
 - Facilities Optimization Committee: Rick Bertasi, Gayle Weinstein, Denise Harvey, Tony Pesco, Steven Ezzes, Rone Baldwin, Richard Wolf and Ken Edgar for terms ending September 30, 2022
 - Commission on Aging: Richard Wolf, Alison McElhone, Donald Grumaer and Fran Goldstein for terms ending December 31, 2023
 - Board of Ethics: Ruth Israely and Sarah Grigerick for for terms ending December 31, 2023
 - Legal Counsel: Ira Bloom Esq.
 - Marketing and Communications Committee: Agata Tria for terms ending December 31, 2023
 - Veterans Affairs Committee: Jon Dillon for terms ending December 31, 2023
 - Weston Bicycle & Pedestrian Committee: Walter Shanley and Bill Lomas for terms ending December 31, 2021
 - Lachat Town Farm Commission: Erica Reiner for a term to end December 31, 2024
 - Westport Weston Health District: Catherine Revzon for a term to end December 31, 2024
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 - Conservation Commission: Michael Reiner, James Smith, Holly Charlesworth and Robert Turner for terms ending December 31, 2025
 - Library Board: Anne Hunt, Amy Kidwall Sanborn, Barbara Groves, Richard Ross and Lori Goertz for terms ending December 31, 2025
 - Parks and Recreation Commission: Mark Crowley, Ed Bello and Michael Schramm for terms ending December 31, 2025
 - Historic District Commission: Leona Peiffer for a term to end December 31, 2026
5. Appointment of Nicci Wiese as a permanent member to the Sustainable Weston Committee for a term ending December 31, 2022: **I move to appoint Nicci Wiese as a permanent member to the Sustainable Weston Committee for a term ending December 31, 2022**
6. Update on Covid case numbers and transmission rate: **No motion**
7. Discussion/decision to join the national opioid settlements: **I move that the Town of Weston participate in the opioid Settlements, as presented**
8. Discussion/decision to hire Dr. Tom Failla as Conservation Planner: **I move to hire Dr. Tom Failla as Conservation Planner, effective immediately.**
9. Discussion/ Decision to authorize a tax sale: **I move to authorize a tax sale on delinquent real estate tax accounts that are at least \$50,000 delinquent and at least three years delinquent**
10. Discussion/ Decision to authorize a supplemental appropriation of \$3,521 for the Registrar of Voters budget: **I move to authorize a supplemental appropriation of \$3,521 for the Registrar of Voters budget**
11. Discussion/ Decision to authorize a supplemental appropriation for emergency road repairs on Newtown Turnpike and Valley Forge Road: **I move to authorize a supplemental appropriation of \$283,015 for emergency road repairs on Newtown Turnpike and Valley Forge Road.**
12. Update on the Calvary Road Bridge project: **No motion.**
13. Approval of tax refunds totaling \$13,833.77: **I move to approve tax refunds totaling \$13,833.77, as presented.**

- 14. Approval of the unapproved minutes from the Board of Selectmen Special Meetings held October 7, 2021, October 8, 2021, November 15, 2021, November 29, 2021, December 2, 2021 and December 6, 2021: I move to approve the unapproved minutes from the Board of Selectmen Special Meetings held October 7, 2021, October 8, 2021, November 15, 2021, November 29, 2021, December 2, 2021 and December 6, 2021, as presented.**
- 15. Adjournment: I move to adjourn.**

1. Call to order: **No motion.**
2. Pledge of Allegiance: **No motion.**
3. Approval of objectives and goals worksheet: **I move that the Board of Selectmen adopt those objectives presented with scores of 7 and higher.**

Objectives Totalling 7 or higher

Policy Area	Public Health	Infrastructure	Economic Development/Finance	Sustainability	Community Building	Operational/Aministrative Efficiencies	Public Safety
Goals	Keep Residents Safe (Public Health)	Improve Town Infrastructure Amenities	Support Economic Development: Small Biz & Town Center	Be a "Greener" Town	Build Community Back Post Covid	Run the town more efficiently	Strive for Residents to Feel Safe & Respected
			Support the Village Distict (Business Development, Multifamily Housing, etc)				
			Ecourage Revenue Opportunities (Grants) to enable Town Investment without burdening taxpayers.				
Objectives	Follow Covid Protocols, Guidance, Messaging (9)	Finish Exisiing Projects (9)	Apply for State and Federal Grants (8)	Revisit/Pursue Sustainable CT Silver Status (7)	Continue with community events (8)	Purchasing Policy (8)	Continue to have DEI Advisory Committee work with Community (Town, School, PC, Police, etc) to educate and bring more understanding to stakeholders (8)
	Continue Strong Community Outreach (8)	Foster Road improvement plan and implementation (8)	Fully Assess Town Facility Needs (8)	Add EV Charging Stations (7)		New Employee Handbook (9)	Investigate the creation of a police civilian review board (7)
		Drinking water system projects (8)				Create a welcome packet for board/commission members (7)	Pursue DEI training for elected/appointed officials and staff (7)
		Septic analysis for municipal and school buildings (8)				Meet w/ boards and commissions to review goals/charges (7)	
						Investigate Charter Revision (7)	

Objectives Totalling 6 or lower

Policy Area	Public Health	Infrastructure	Economic Development/Finance	Sustainability	Community Building	Operational/Aministrative Efficiencies	Public Safety	Regulations
Goals	Keep Residents Safe (Public Health)	Improve Town Infrastructure Amenities	Support Economic Development: Small Biz & Town Center	Be a "Greener" Town	Build Community Back Post Covid	Run the town more efficiently	Strive for Residents to Feel Safe & Respected	Change Town Regulations to align with current needs
			Support the Village Distict (Business Development, Multifamily Housing, etc)					
			Ecourage Revenue Opportunities (Grants) to enable Town Investment without burdening taxpayers.					
Objectives	Continue to work with neighboring towns on policy decisions (6)	Broadband: Pursue internet improvements unless Altice will do them (5)	Look for Private/Public Partnerships and ways to diversify revenue (6)	Work closely with Pollinator Pathway: Suggest native species plantings & pollinator plantings via Land Use (4)	Review of Parks & Rec vis a vis post Covid Programs (5)	Pursue shared services with other towns & the school district (4)	Promote Everbridge as a go-to source for town news (3)	Review all ordinances on the books (6)
				Keep eye on Sustainability with infrastructure/Facility projects (6)	Increase outreach to residents to participate in town programs, initiatives, referendums, elections. Must meet them where they are. (4)	Seek outsourcing opportunities to achieve 2% expensiture savings (4)	Establish a road safety plan with respect to pedestrian safety (4)	Investigate Banning Pesticides (4)
					Hold a state of the Town meeting twice a year (6)	Review Zero-based Budgeting (4)		Investigate adopting a blight ordinance (3)
								Investigate adopting a noise ordinance (5)

CURRENT PROJECTS

(not all-inclusive)

Current Infrastructure Projects

Roads | Bridges | Sidewalks

Hurricane Ida Damage (General Fund/Fema Reimbursement)

Calvary Road Bridge(80/20% Grant, with Weston paying approx 30% of the 20% cost share)

Beta Group Road Resurfacing Plan (Engineering Budget)

Michaels Way Bridge (80/20% Grant)

River Road Bridge (80/20% Grant)

Davis Hill Road Bridge (80/20% Grant)

Road Resurfacing 2022 (Capital Budget)

Research Infrastructure 2022 Grants

Community Connectivity Grant for sidewalks

Lotcip for Weston Road work & limited sidewalks

Transportation Alternatives Grant for sidewalks and multi-use path

Lotcip for Valley Forge Road

Lotcip for Lyons Plain Road

Cyber Security Investigation & Implementation

Phone System Replacement

Replace Library Cisterns

Dispatch Center Renovations

STEAM (Engineering/Architectural Services Required)

LAND MOBILE RADIO PROJECT

Dog Park

Town Green

Future Infrastructure Projects (Currently in Investigation phase)

RFPs (Town Attorney, Insurance, ADA Plan)

MS4 (stormwater project)

Town Hall Server Room Cleanup

Town Hall Records Room Project

Budget Process

4. Reappointments to various appointed Boards, Committees and Commissions: I move to appoint the following:

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- Historic District Commission: Leona Peiffer for a term to end 12/21/2026

5. Appointment of Nicci Wiese as a permanent member to the Sustainable Weston Committee for a term ending December 31, 2022: **I move to appoint Nicci Wiese as a permanent member to the Sustainable Weston Committee for a term ending December 31, 2022**

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

Hi Sarah and Amy

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

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

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

Nicci Young Wiese and her husband Richard Wiese have been living in Weston since 2021, with their daughter Sabrina (12) and twin boys Alex and Ricky (10) and 2 cats. Nicci has had a longstanding commitment to sustainability and social responsibility issues. Nicci grew up in both South Africa and France and became a US citizen in 2016. She obtained a BA from Tufts University and a Masters from The Fletcher School of Law and Diplomacy in Economic Development and International Environmental Policy. Her thesis was on The Impact of Apartheid on Energy policy in Southern Africa.

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

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

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

6. Update on Covid case numbers and transmission rate: **no motion**

7. Discussion/decision to join the national opioid settlements: **I move that the Town of Weston participate in the opioid Settlements, as presented**

NPD
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Postal Service: Please do not mark barcode

TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. Connecticut has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Connecticut has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created. The Connecticut Attorney General's office has also set up a state-specific website, which may be found at: <https://portal.ct.gov/AG/General/opioidsettlement>.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the national settlement website to register to receive in the coming weeks and months the documentation your subdivision will need to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted electronically through the website and must be executed using the "DocuSign" service. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

Your unique Subdivision Registration Code to use to register is:

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocate abatement funds within the states. Allocation agreements/legislation and other information about Connecticut's allocation agreement or legislation can be found on the national settlement website. The allocation section of the website will be supplemented as more intra-state allocation arrangements are finalized. Connecticut's state-specific website will be updated as well.

In reviewing allocation information, please note that while all subdivisions may participate in the Settlements, not all subdivisions are eligible to receive direct payments. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties, cities, parishes, and other larger subdivisions in their communities.

To determine your eligibility to receive, directly or indirectly, any of the funds allocated to your state should you elect to participate in the settlements in which your state participates, you should first visit <https://nationalopioidsettlement.com/> to determine if your state has entered into a state-subdivision agreement or has an allocation statute and/or a statutory trust. If so, then the terms of the state-subdivision agreement, allocation statute, and/or statutory trust (as applicable) will govern your eligibility to receive funds directly or indirectly from the share that is allocated to your state under the national settlement agreements. In some states there will be a proposed state-subdivision agreement that is in the process of being adopted by subdivisions. Any questions concerning the status or terms of the state-subdivision agreement, allocation statute, and/or statutory trust in your state, if applicable, can be directed to the Attorney General's Office.

You may be contacted by the Attorney General's Office with additional information regarding the allocation of settlement funds in Connecticut. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry; and

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to "opt in" to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General's Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state and we encourage you to discuss the terms and benefits of the Settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release, (where applicable) a model Resolution, and instructions on executing and submitting electronically using DocuSign.

We urge you to view the national settlement website and Connecticut's state-specific website at your earliest convenience. Information and documents regarding the national Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

For further information, please contact Matthew Fitzsimmons, Special Counsel for Opioids, at Matthew.Fitzsimmons@ct.gov.

National Opioid Settlement

Communities Across the Country Signing Up by the Thousands for Opioid Settlement Funds Before January Deadline

Localities throughout the country can join the thousands of participating local governments by signing on before January 2, 2022 to receive the maximum amount of funds for their community's opioid epidemic recovery efforts

Washington, DC (Dec. 7, 2021) — The deadline for communities to join national opioid settlements with Johnson & Johnson and drug distributors AmerisourceBergen, Cardinal Health, and McKesson is fast approaching. Local counties, cities, and towns across the country have until Jan. 2, 2022 to submit their forms to sign on to the settlement agreements and secure funds for their communities to abate the opioid epidemic. The \$26 Billion settlements reached with these defendants will provide substantial funds to states and subdivisions for critical intervention, treatment, education, and recovery services to combat the opioid crisis that continues to harm communities and their residents nationwide.

Communities throughout the country have been signing on to the settlements by the thousands. In several states, including Arizona, Arkansas, Delaware, Nebraska, New York, Ohio, and Virginia, nearly all litigating subdivisions already have signed up to receive funds. Since Thanksgiving alone, there has been a 300% increase in participation. Increases are expected to continue in the coming weeks as more communities send in their forms and agree on allocation models. More than 20 states already have reached allocations agreements with their cities and counties and many more are finalizing agreements.

Litigating and non-litigating subdivisions can register to receive settlement forms and find more information on the terms at the national opioid settlement website: nationalopioidsettlement.com or by contacting their state Attorney General. The Plaintiffs' Executive Committee urges communities to act now and submit settlement forms in December to meet the Jan. 2, 2022 deadline. Once the deadline passes and subdivision participation levels are determined, the defendants will have 30 days to decide whether there is enough participation to move forward and formalize the terms of the global settlements.

Statement from PEC negotiation team Elizabeth Cabraser of Lieff Cabraser, Jayne Conroy of Simmons Hanly Conroy, Paul Geller of Robbins Geller, Peter Mougey of Levin Papantonio Rafferty, Joe Rice of Motley Rice LLC, Jennifer Scullion of Seeger Weiss, and Chris Seeger of Seeger Weiss:

"Thousands of cities and counties have signed on to participate in historic settlements with major opioid defendants. More localities are added hourly, and the surge of participants demonstrates widespread support – but a deadline looms. It is imperative that communities register in order to receive and sign on to allocation agreements as soon as

they are finalized. Communities may receive funds as early as April 2022 depending on when a settling state meets certain requirements, so time is of the essence. Participation levels will dictate whether the settlements move forward and affect how much money states will receive. If higher participation rates are not reached, states will not receive the full scope of the settlements or risk losing these funds entirely.

Overdoses are increasing throughout the country and abatement funds are urgently needed. More than 100,000 people died from overdoses between April 2020 and April 2021, the highest rate of overdose deaths that the U.S. has ever experienced. This crisis continues to worsen, and communities need support now. If states fail to participate in these settlements, they face three to five more years of litigation. The support of the settlements that we have seen thus far is an indication that many communities need help now and cannot afford to wait that long to address this epidemic. This is a nationwide public health crisis that requires a nationwide solution. The PEC unanimously endorses these settlements and strongly encourages every city, county, and state government to register and closely review the agreements and their potential benefits.”

These national settlements will fund local solutions. The funds will be allocated to a broad range of abatement uses developed by public health experts and approved by state and local governments, including recovery and prevention programs, criminal justice support, healthcare and treatment facilities, and more.

More information can be found on the national opioid settlement website: nationalopioidsettlement.com.

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National Opioid Settlement

Frequently Asked Questions about the National Opioid Settlement [Subject to ongoing corrections and updates]

1. Which Entities Are Eligible to Participate?

These settlements are open only to states and subdivisions. Claims brought on behalf of private individuals and businesses (including private hospitals and private third-party payers) are not included (and will not be released).

All states may participate in the J&J settlement and all states except West Virginia may participate in the Distributors settlement.[1] Washington DC and the five U.S. Territories[2] are treated as states in the settlements. Within a settling State, nonlitigating and litigating political subdivisions may participate, including all county, municipal, and township governments and any other subdivision that has filed a lawsuit that falls within the release provisions of the agreements. A limited number of “Special Districts,” such as school districts, fire districts, and hospital districts, may be eligible to participate (with certain limitations). [3] Subdivisions and Special Districts in non-settling states cannot participate in the settlements.[4] Subdivisions and Special Districts that separately resolved their claims with the Distributors or J&J prior to the Reference Date (explained below) also cannot participate.

Each settling State, subdivision, or Special District must provide a release to participate. (The settlements also incentivize states to obtain legislative or judicial bars on subdivisions and Special Districts suing on claims otherwise encompassed in the settlement. Even if a settling State has obtained a bar, however, a subdivision must provide a release of its own to participate and be eligible for designated subdivision settlement funds.)

2. What Funds Will Be Available for Abatement?

About \$23.5 billion of the maximum \$26 billion would be available to be paid out in settlement proceeds for abatement, if there is full participation in the settlement. About \$760 million of that is set aside as a credit towards potential settlements with the Tribes and certain subdivisions, leaving a “net abatement” settlement fund of about \$22.8 billion. Each of the Distributors and J&J will make annual payments consisting of base and incentive payments (described below).[5] Approximately half of settlement funds are earmarked for base payments. The remaining funds are earmarked for incentive payments determined on a state-by-state basis depending on whether certain participation benchmarks are met.[6]

3. How Will Settlement Proceeds Be Used?

At least 70% of the funds are to be used to fund future opioid-remediation efforts. The agreement includes a broad and non-exhaustive list of qualifying opioid remediation expenditures.[7]

4. What Is the Process to Opt In and What Are the Deadlines to Do So?

There are three phases before either settlement becomes effective. And there are opportunities to walk away if there is not enough “critical mass” to make settlement worth continuing. The settlements are designed to incentivize higher participation rates.

Phase 1, State Participation: Each state will have 30 days to decide whether to participate in the settlements. The Distributors and J&J then each have up to 14 days to decide whether, in their view, there are enough states to proceed to the next phase of the respective settlements.

Phase 2, Subdivision Participation: In phase 2, the subdivisions in each settling State will have 120 days to decide whether to participate in the settlements (the “Initial Participation Date”). The Distributors and J&J each then have 30 days to again decide whether there is enough “critical mass” to proceed with the respective settlements (the “Reference Date”).[8]

Phase 3, Consent Judgments and Effective Date: The Effective Date for the settlements is 60 days after the Reference Date. During that time, each settling State will seek entry of a consent judgment to implement releases and injunctive relief. No settlement funds will be disbursed to a settling State unless a consent judgment has been entered.

Later Participation: States may join the settlements after the Initial Participation Date only with the consent of the Distributors/J&J. Subdivisions of Settling states may sign on and participate after the Initial Participation Date (“Later Participating Subdivisions”), but may receive lower total payments than those that join earlier. If a state joins after the 30-day state cutoff, the subdivisions in that state will be given 90 days from the date the state joins.

5. How Will Settlement Funds Be Allocated Within a State?

Settlement proceeds will be allocated in accordance with the terms of any qualifying agreement between a State and its subdivisions, or by a qualifying statute or statutory trust. In the absence of a qualifying agreement between a State and its subdivisions, a qualifying statute or statutory trust, settlement proceeds will be allocated in accordance with default allocation terms set out in the settlement agreement. Under these default terms, settlement proceeds will be allocated among three subfunds for each settling State: a State Fund, an Abatement Accounts Fund, and a Subdivision Fund.[9] There are several important points to observe with respect to three subfunds:

- The settlement agreements provide default allocations among the subfunds (15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund). As noted above, these defaults can be changed state-by-state through a qualifying agreement between a state and its subdivisions, or by a qualifying statute or statutory trust.[10]
- Under the default, at least 50% of the annual spend from the Abatement Accounts Fund must be allocated at a regional level for Settling States above a certain population. Each settling State will have an Advisory Committee—with equal representation from the state and local levels—to recommend how to spend the Abatement Accounts Fund.[11]
- Certain large participating subdivisions also will be eligible to receive block grants from the Abatement Accounts Fund.
- A settling State also is free to direct all or a portion of its State Fund to its Abatement Accounts Fund. A settling subdivision also may choose to direct all or a portion of its Subdivision Fund to the State's Abatement Accounts Fund or to another settling subdivision.

6. How Much Will a Settling State Receive in Base Payments?

Approximately \$12.1 billion in abatement funds would be available for base payments to settling States. These base payments do not require a settling State to meet any specific participation benchmarks or conditions. Base payments will be paid out annually for distribution to each settling State according to its share of the abatement funds using the top-level state allocation model discussed below. Each state's base payment is then allocated into the three sub-funds or according to a state-subdivision agreement, as explained above.

7. How Much Can a State Receive in Incentive Payments?

Approximately \$10.6 billion in abatement funds would be earmarked for "Incentive Payments" designed to reward states for increasing participation in the settlements by their subdivisions and/or taking steps to bar or otherwise resolve current and future subdivision litigation. States can qualify for a combination of four different Incentive Payments (A-D) to maximize payments. While the Incentive Payments under the Distributors' agreement and J&J's agreement are similar, there are differences in how they operate and when they accrue.

8. How Will Payments Be Calculated? How Will Payments Be Allocated Among the Settling States and Subdivisions?

If the proposed settlements become effective, each of the Distributors and J&J would make annual payments consisting of base and incentive payments (described above). Calculation of the amounts distributed to each settling State (including the state and its settling subdivisions) starts with a top level allocation among all states of the maximum potential payment. How much of that maximum amount each state will receive in any given year is then based on (a) which Incentive Payment categories that state qualifies for that year; and (b) whether amounts otherwise payable are suspended due to litigation by non-settling subdivisions within a settling State and whether any offsets are taken against amounts otherwise

payable, based on judgments in favor of non-settling subdivisions. Once the annual payment for a state is calculated, the further allocation of that state's payment among that state's Abatement, State, and Subdivision Funds proceeds as outlined above.

9. How Will the State-Level Allocations Be Made?

For purposes of the top level maximum potential allocation discussed above, an Overall Allocation Percentage has been calculated for each state. The Overall Allocation Percentage is a blend (85%/15%) of sub-percentages calculated at both the state and subdivision levels.

The sub-percentages for each State are based on population adjusted for the proportionate share of the impact of the Opioid epidemic using reliable, detailed, and objective national data, including: (1) the amount of opioids shipped to the state; (2) the number of opioid-related deaths that occurred in the state; and (3) the number of people who suffer opioid use disorder in the state. Similarly, the sub-percentages for each subdivision were calculated based on each subdivision's proportionate share of the nationwide impact of the Opioid epidemic using that same data: (1) the amount of opioids shipped to the state; (2) the number of opioid-related deaths that occurred in the state; and (3) the number of people who suffer opioid use disorder in the state. Adjustments were made to reflect the severity of impact because the oversupply of opioids had more deleterious effects in some locales than in others. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused harm.

10. How Do "Tiers" Affect Payments?

There would be four possible Tiers applicable to the agreements; the more states and subdivisions that participate, the higher the Tier. The Tiers impact the extent to which payments can be suspended or offset due to litigation.

Under the Distributors' agreement, and subject to certain exceptions, the Tiers would determine (a) the circumstances and periods under which litigation by Later Litigating Subdivisions will trigger a suspension of a portion of a state's annual payment, (b) the per capita rate used to calculate the suspension amounts, (c) the annual per state cap on suspension amounts, and (d) the annual per state cap on offsets for certain monetary judgments in favor of non-settling subdivisions.

Under J&J's agreement, the Tiers would affect the circumstances under which litigation by non-settling subdivisions will trigger a suspension of a portion of a state's base and incentive payments.

11. Can Settlement Payments Be Suspended? Can a Defendant Take an Offset Against a Settlement Payment?

Yes, if the settlements become effective, portions of a settling State's payments could be held in suspension and/or offset under specified circumstances concerning litigation by its subdivisions.

A central goal of the proposed settlements is to shift the focus from litigation to getting Opioid abatement funds to states and subdivisions. With that goal in mind, portions of the payments to each state may be subject to “suspension” (i.e., placed in escrow) in the event certain subdivisions bring or expand litigation against the Distributors or J&J after the Reference Date, if the litigation continues past specified suspension deadlines. The suspension deadlines are determined by the applicable participation Tier (the higher the Tier, the less onerous the suspension deadline). Dollar-for-dollar “offsets” also may be taken if certain subdivisions obtain judgments that require payments by the Distributors or J&J.

- Will There Be a Grace Period During Which Payments Will Not Be Subject to Suspension?

Yes. Under the Distributors’ agreement, suspensions will not be applicable to any settling State’s annual payments during the first two payment years and, in payment years 3-18, suspensions are not applicable to the annual payment of any state that is eligible for Incentive Payment A (see above) in that year. Other exceptions would apply, including claims for less than \$10 million and (when Tier 1 applies) claims by subdivisions of fewer than 10,000 people.

Under J&J’s agreement, the suspension will not affect base payments in years 1-7. The suspension would affect only Incentive Payments A-D in any year and base payments in the last two payment years.

12. Will the Settlements Require Any Change to How the Defendants Operate Their Businesses?

In addition to billions of dollars to be used for abatement of the effects of the Opioid epidemic in communities across the nation, the proposed settlements would provide robust injunctive relief that will require the Distributors and J&J to make significant changes in the way they conduct their business in order to address the Opioid epidemic on the supply side as well. Among other changes, the Distributors must follow substantially increased and improved measures to identify suspicious orders and pharmacy customers, under the oversight of an independent third-party monitor. The Distributors each would be required to begin using a clearinghouse that accounts not only for their own opioid shipments, but the shipments of the other distributors. This enables, for the first time, a truer picture of overall opioids distribution and requires drug distributors to alter their shipments based on the shipments by others.

As for J&J, which no longer markets or sells Opioids, the company and its subsidiaries (including Janssen) would agree not to reintroduce any Opioids for a 10-year period. This prohibition would extend to the manufacture, sale, promotion, and distribution of any opioid products as well as any lobbying relating to prescription opioids. J&J also would agree to make the clinical trial data for its discontinued opioid products available for medical research via the Yale University Open Data Access Project.

13. How Will Attorneys’ Fees and Costs Be Addressed?

The overarching goal of this global settlement is to dedicate funds to abate opioid-related harms. If private lawyers, who represent some of the states and thousands of subdivisions, were to enforce their contingency fee contracts, a significant portion of the global settlement payments would go towards legal fees to

compensate efforts to prosecute the lawsuits that are being resolved as to the Distributors and J&J. As a result, the government entities that hired counsel to litigate against the Distributors and J&J would net less proportional recovery than entities that did not litigate. To guard against this imbalance and maximize the amounts available for abatement, the negotiating State Attorneys General, the PEC's Negotiation Team, and the settling defendants have proposed to agree that these defendants will pay, and the parties will set aside, separate funds totaling a maximum of \$1.95 billion to pay private counsel attorneys' fees.

These funds would include \$350 million for outside counsel representing participating states and about \$1.6 billion for outside counsel representing participating subdivisions. The \$350 million state fund would be allocated by agreement between the states and their outside counsel.

14. How will more information on the settlements be made available?

Settlement documents, information, and updates will be posted on a public settlement website, <https://nationalopioidsettlement.com/>. The website will provide current information on an ongoing basis as the settlement implementation progresses. Some States have also set up their own websites to provide State-specific information.

[1] West Virginia previously settled with the Distributors in an unrelated settlement. A portion of the Distributors' settlement funds is treated as a credit toward potential settlements with West Virginia subdivisions and with Tribes. For J&J's agreement, a portion of the settlement funds is treated as a credit for Oklahoma, non-settling government entities and the Tribes. Settlement payments by the Distributors and J&J are calculated as net after those credits.

[2] American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and U.S. Virgin Islands.

[3] Special Districts are treated as subdivisions under the Distributor agreement. The J&J agreement defines Special Districts separately from subdivisions, but still allows them to participate in the settlement by signing release forms.

[4] There is one exception in the J&J settlement agreement: subdivisions of the State of Oklahoma, whose litigated claims against J&J are the subject of an appeal pending in the Oklahoma Supreme Court, are eligible to participate in the J&J settlement whether or not the State elects to participate.

[5] J&J's base and incentive payments are front-loaded, with about 80% coming in the first three years and the rest over the next six years. The Distributors' payments are spread over 18 years.

[6] In the Distributors' agreement, 55% of the payments are earmarked as base payments. In the J&J agreement, 45% of the payments are earmarked as base payments.

[7] If settlement proceeds are used for something other than Opioid Remediation, the amounts and uses (including any use to pay attorneys' fees and costs) must be publicly reported.

[8] Additionally, under the Distributors Agreement only, each settling state will have 15 days from the Initial Participation Date to decide whether to proceed with the settlement.

[9] Non-litigating municipalities with a population under 10,000 and special districts get no direct allocation from the Subdivision Fund, unless an intrastate agreement provides otherwise.

[10] Allocation agreements/statutes have already been reached or enacted in several states.

[11] Spending from the Abatement Allocation Account Fund will be tracked and reported annually.

National Opioid Settlement

Plaintiffs' Executive Committee Unanimously Endorses \$26 Billion Global Opioid Settlement and Strongly Encourages Participation Across the Country as Nationwide Litigation Continues

Negotiations on behalf of over 3,000 communities comprising the federal opioid litigation were led by Joe Rice of Motley Rice LLC, Elizabeth Cabraser of Lief Cabraser, Peter Mougey of Levin Papantonio Rafferty, Paul Geller of Robbins Geller, Chris Seeger of Seeger Weiss, Jennifer Scullion of Seeger Weiss, and Jayne Conroy of Simmons Hanly Conroy

Washington, DC (July 21, 2021) – Today, the Plaintiffs' Executive Committee in the federal opioid litigation formally announced the terms for the global settlement agreement with opioid manufacturer Johnson & Johnson and the "Big Three" drug distributors AmerisourceBergen, Cardinal Health, and McKesson. The PEC supports the negotiated terms, which include a higher total amount than previously offered as well as increased upfront dollars for abatement programs in the first few years of settlement payments.

These terms also include injunctive relief that requires important changes to the Big Three and J&J's conduct to better protect our nation's health and welfare. This reform package includes the creation of a groundbreaking clearinghouse through which the Big Three will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious orders. In addition, J&J and all of its subsidiaries have agreed to a 10-year prohibition on the manufacture, sale, and distribution of their opioid products.

The settlement terms presented today were the result of years of advocacy by the entire National Prescription Opioid Litigation (NPOL) Plaintiffs' Executive Committee (PEC) on behalf of their over 3,000 community clients. This team of lawyers has worked collaboratively and tirelessly in positioning these cases for this unprecedented chance at resolution. The negotiation of this expansive settlement was led by Joe Rice of Motley Rice, Elizabeth Cabraser of Lief Cabraser, Peter Mougey of Levin Papantonio Rafferty, Paul Geller of Robbins Geller, Chris Seeger of Seeger Weiss, Jennifer Scullion of Seeger Weiss, and Jayne Conroy of Simmons Hanly Conroy. This team of lawyers worked day and night, for over two years, alongside State Attorneys General and several of the nation's leading defense counsel who collectively recognize the importance of reaching this historic opportunity for global resolution.

Statement from PEC negotiation team of by Joe Rice of Motley Rice, Elizabeth Cabraser of Lief Cabraser, Peter Mougey of Levin Papantonio Rafferty, Paul Geller of Robbins Geller, Chris Seeger of Seeger Weiss, Jennifer Scullion of Seeger Weiss, and Jayne Conroy of Simmons Hanly Conroy:

“Our country’s opioid epidemic is a nationwide public health crisis that requires a nationwide solution. We cannot solve this problem piecemeal. One community cannot begin to recover from the crisis if its neighboring community does not also have resources dedicated to abatement of the epidemic. While these settlements are complex and will take time to implement, they are a pragmatic and efficient way to effect transformative change and reform the way prescription opioids are distributed in the United States while allocating tens of billions of dollars to support critical abatement efforts around our country.

Reaching an agreement is just step one.

This settlement is structured to provide choice to states and their counties, cities, and towns or ‘subdivisions.’ The first phase is for our states, through the Attorneys General, to decide within 30 days whether their state will participate in the settlement. It will require overwhelming state participation for the settlement to move forward. A state must participate in order for its subdivisions to be eligible to participate. Then, in the states that join the settlement, the local subdivisions will decide whether they will participate. The negotiation team is unanimous in our recommendation that if the number of participating states is an overwhelming number of eligible states, our clients, and every other municipal government, should recognize that this agreement is a promising step towards nationwide abatement of the opioid epidemic.

The PEC unanimously endorses this settlement and strongly encourages participation across the country. But again, it is important to stress that this initial participation decision by litigating subdivisions is step two in this process; we do not move forward unless the settling defendants find the volume of participation is significant in their sole opinion to warrant concluding the settlement.

So while today’s announcement suggests a milestone agreement, important work remains to be done, and the process will take some time.

We also must remember that these settlement funds, and the conduct changes that this settlement will require, do not end the opioid litigation brought by local governments. Several trials are underway and more are upcoming. We simultaneously are in the midst of preparing to try additional cases against various pharmacy chains for their role in dispensing opioids in Ohio as well as against manufacturers and pharmacies in San Francisco.

Decades of opioid manufacturers, distributors, and dispensers choosing to put profits ahead of health and safety is what caused and perpetuated this public health crisis. Taxpayers and communities were forced to bear the costs of the crisis, which has taken hundreds of thousands of lives and drained billions from local economies. It is going to take a multifaceted approach over decades to fully recover. But this settlement is a much-needed start on that long road to recovery.”

More and updated information will be available at the Plaintiffs’ Executive Committee negotiation team’s forthcoming website: www.nationalopioidsettlement.com.

National Opioid Settlement

Executive Summary [Subject to ongoing corrections and updates]

Nationwide settlements have been reached to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These settlements will provide substantial funds to states and subdivisions for abatement of the Opioids epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business.

If the proposed settlements are fully adopted by states and subdivisions nationwide:

- The Distributors will pay a maximum of \$21 billion over 18 years, while J&J will pay a maximum of \$5 billion over no more than nine years, with approximately \$22.8 billion in settlement proceeds payable to state and local subdivisions.[1]. Of the funds going directly to participating states and subdivisions, at least 85% must be used for abatement of the Opioid Epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.
- The Distributors will make an initial deposit of funds into escrow by the end of September 2021, with additional deposits by J&J and the Distributors in early Summer of 2022.
- Funds can begin to flow to states and local governments as early as April 2022, depending on when a settling State meets certain requirements. The J&J agreement also offers opportunities for significant acceleration of payments if states and subdivisions meet specified participation levels.
- The settlements will allow for a broad range of approved abatement uses by state and local governments. Developed in consultation with the nation’s leading public health experts, the list of pre-approved uses includes a wide range of intervention, treatment, education, and recovery services so that state and local governments can decide what will best serve their communities. It is anticipated that entire communities will benefit from the effects of the opioid-remediation efforts funded by the settlements and the injunctive relief the settlements provide.
- In addition to billions of dollars for abatement, the agreements also provide for injunctive relief that requires important changes to the Distributors’ and J&J’s conduct to better protect our nation’s health and welfare. This reform package includes the creation of a groundbreaking clearinghouse through which the Distributors will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious Opioids orders. In addition, J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any Opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years. J&J also has agreed to make the clinical trial data for its discontinued Opioids available for medical research.

- Less than 10% of the settlement proceeds will be earmarked to compensate private lawyers who have been prosecuting Opioids cases on behalf of state and local governments for several years and have incurred substantial out of pocket costs. Compensation will occur through an application procedure overseen by court-appointed arbiters. An additional sum is provided to settling States that did not hire outside counsel, to use towards furthering the abatement goal and to defray their investigation and litigation costs.

These are not class action “opt out” settlements. Instead, these settlements require that a critical mass of both state and local governments “opt in” over the next six months. The extent of this participation will determine whether the settlement agreements take effect. The Distributors and J&J on the one hand, and the states and subdivisions on the other, each have options to walk away if they are not satisfied with levels of participation. Participation levels also affect how much money settling parties will receive because about half of the abatement funds are in the form of “incentive payments” and certain other settlement provisions also provide incentives for higher levels of participation. Put simply, the greater the level of participation, the more funds will ultimately be paid out for abatement.

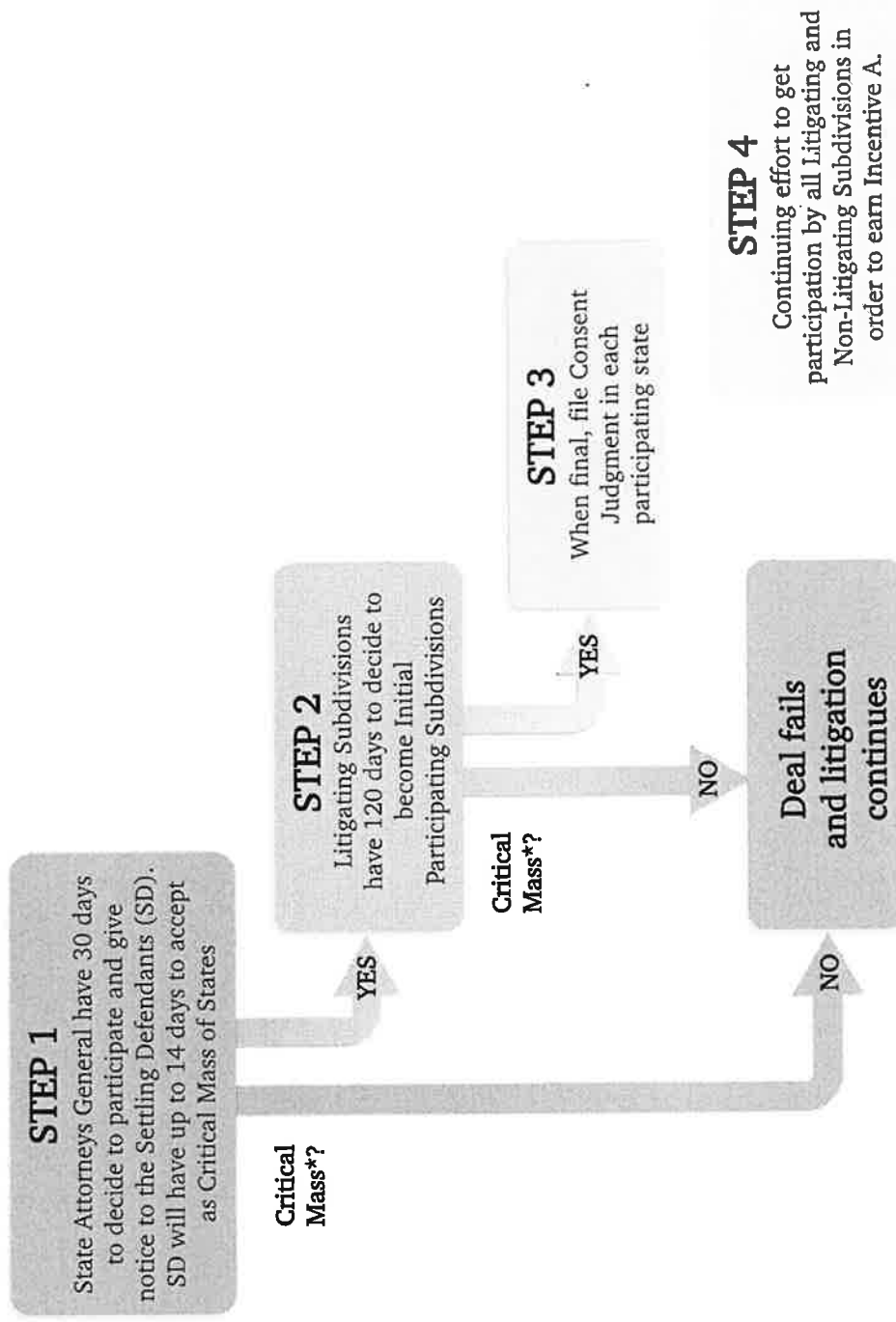
The Tribes, the Distributors, and J&J are also working toward resolution of Tribal Opioids claims through mediations under the auspices of the MDL court.

The agreements with the Distributors and J&J are the culmination of almost three years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs’ Executive Committee and Negotiation Committee comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Distributors and J&J, facilitated by Judge Dan Polster (who oversees the federal MDL litigation) and by the Special Masters appointed by the MDL Court.

The agreements, if adopted, will not settle or release any claims brought by private parties, including private individuals, private hospitals, or private third-party payers.

[1] West Virginia previously settled with the Distributors in an unrelated settlement. A portion of the Distributors’ settlement funds (\$491 million) is treated as a credit toward potential settlements with West Virginia subdivisions and with Tribes. For J&J’s agreement, a portion of the settlement funds (\$270 million) is treated as a credit for Oklahoma (which obtained a trial verdict against J&J), the Tribes, and other litigation cost for non-participating entities.

Implementation

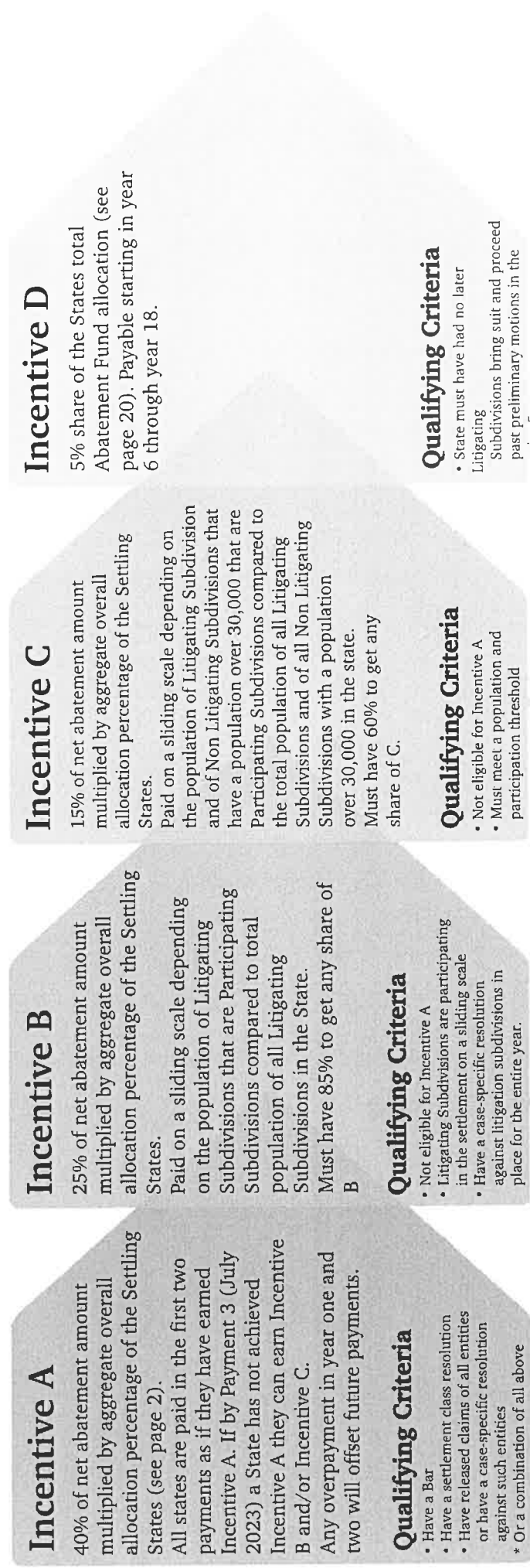


*Sole discretion of Distributors & J&J

2021.07.22 Subject to Update & Correction/Executed Agreements Control

Base and Incentive Payments

All States that Opt in Receive Base Payment plus Incentive Payments:



2021.07.21 Subject to Update & Correction/Executed Agreements Control

DISTRIBUTORS: Base and Incentives

**Base 55%
Incentives 45%
Net Abatement
Amount**

Incentives are earned by obtaining releases from subdivisions and limiting additional subdivisions from filing suit.

During the first two years, States that settle are treated as if receiving full base and incentive.

Illustrative only- Executed Agreements Control.

Incentive A

Incentive A provides for payment of all but Incentive D payments in exchange for near full peace.

Incentive A is earned by:

- Passing a Statute or court ruling that terminates existing and bars future claims by subdivisions (including special districts);
- Receiving releases on behalf of (i) all general purpose subdivisions above 10,000 population, (ii) larger school and hospital/health districts, and (iii) all currently litigating subdivisions; or
- A combination of these approaches that results in a complete bar of existing and future claims (e.g., legislation barring future claims combined with 100% participation by litigating subdivisions).

Incentive B

- Incentive B is not relevant if a State earns Incentive A.
- Incentive B is up to 25%.
- Incentive B is earned by obtaining releases from litigating subdivisions.

Incentive B Sliding Scale:

Participation or Case-Specific Resolution Levels	Incentive B Award
85%	30%
86-90%	40%
91-94%	50%
95-99%	60%
99-99.9%	95%
100%	100%

Not structured in time periods, as with Incentive B under the J&J Agreement.

Incentive C

- Incentive C is not relevant if a State earns Incentive A.
- Incentive C is up to 15%.
- Incentive C is earned by getting larger (population of 30,000) non-litigating and any-sized litigating counties and cities to join the deal.

Incentive C Sliding Scale:

Participation, Release, or Resolution Levels	Incentive C Award
60-69%	25%
70-74%	35%
75-79%	40%
80-84%	45%
85-89%	55%
90-92%	60%
93%	65%
94%	75%
95-97%	90%
98-99%	95%
100%	100%

There is no timing element.

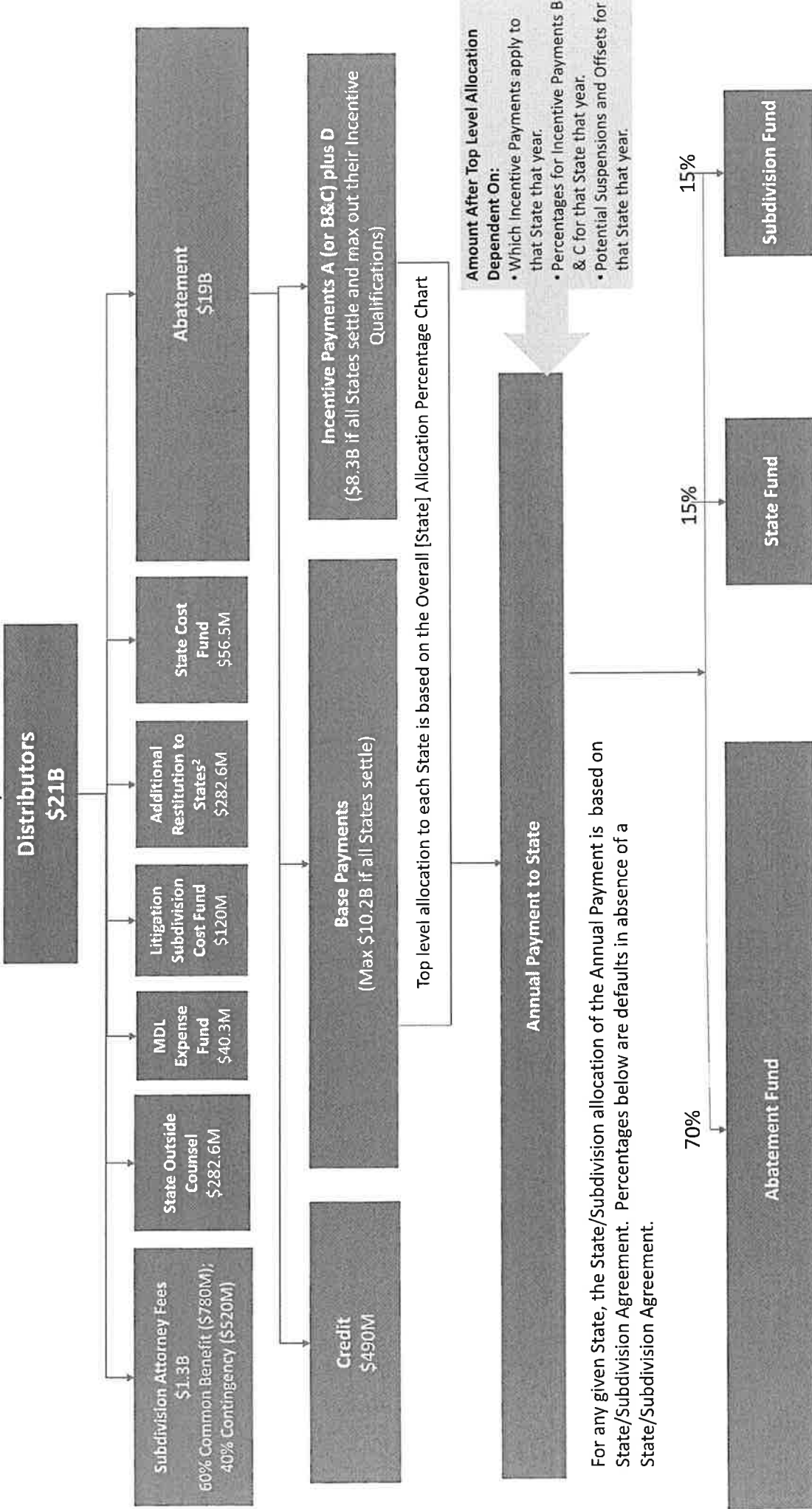
Incentive D

5% share of the State's total Abatement Fund allocation (see page 20). Payable starting in year 6 through year 18.

Qualifying Criteria

- State must have had no later Litigating Subdivisions bring suit and proceed past preliminary motions.

Distributor Maximum Payment Flow/Allocation¹



Assuming maximum full payments made to all 55 states.
To defray internal legal costs of states that did not hire outside counsel.

08/08/2021

SUBJECT TO UPDATE & CORRECTION
EXECUTED AGREEMENTS CONTROL

JOHNSON & JOHNSON: Base and Incentives

Incentive A

- Incentive A provides for payment of all but Incentive D payments in exchange for near full peace. Earning Incentive A also causes substantial payments, the first three years of payments, accelerated and paid within 90 days.

Incentive A is earned by:

- Passing a Statute or court ruling that terminates existing and bars future claims by subdivisions (including special districts);
- Receiving releases on behalf of (i) all general purpose subdivisions above 10,000 population, (ii) larger school and hospital/health districts, and (iii) all currently litigating subdivisions; or
- A combination of these approaches that results in a complete bar of existing and future claims (e.g., legislation barring future claims combined with 100% participation by litigating subdivisions).

Incentives are earned by obtaining releases from subdivisions and limiting additional subdivisions from filing suit.

Illustrative only- Executed Agreements Control.

Incentive B

- Incentive B is not relevant if a State earns Incentive A.
- Incentive B is up to 30%.
- Incentive B is earned from obtaining releases from litigating subdivisions.

Incentive B Sliding Scale:

Participation or Case-Specific Resolution Levels	Incentive B Award
75%	50%
76%	52%
77%	54%
78%	56%
79%	58%
80%	60%
85%	70%
90%	80%
95%	90%
100%	100%

Timing element

Incentive B is structured in time periods and states will receive a percentage of sliding scale payments depending on when they reach 75% of litigating subdivisions signed on: (a) 0-210 days = 100% of sliding scale; (b) 211-365 = 75% of sliding scale; and (c) 366-2 years from effective date = 50% of sliding scale.

Incentive C

- Incentive C is not relevant if a State earns Incentive A.
- Incentive C is up to 20%. It breaks Incentive C in two parts.
- Incentive C is earned by getting larger (population of 30,000) litigating and non-litigating counties and cities to join the deal. 5% is awarded for obtaining a State's ten largest general purpose subdivisions (cities and counties).

Incentive C Sliding Scale:

Participation, Release, or Resolution Levels	Incentive C(1) Award
60%	40%
70%	45%
80%	50%
85%	55%
90%	60%
91%	65%
92%	70%
93%	80%
94%	90%
95%	100%

There is no timing element.

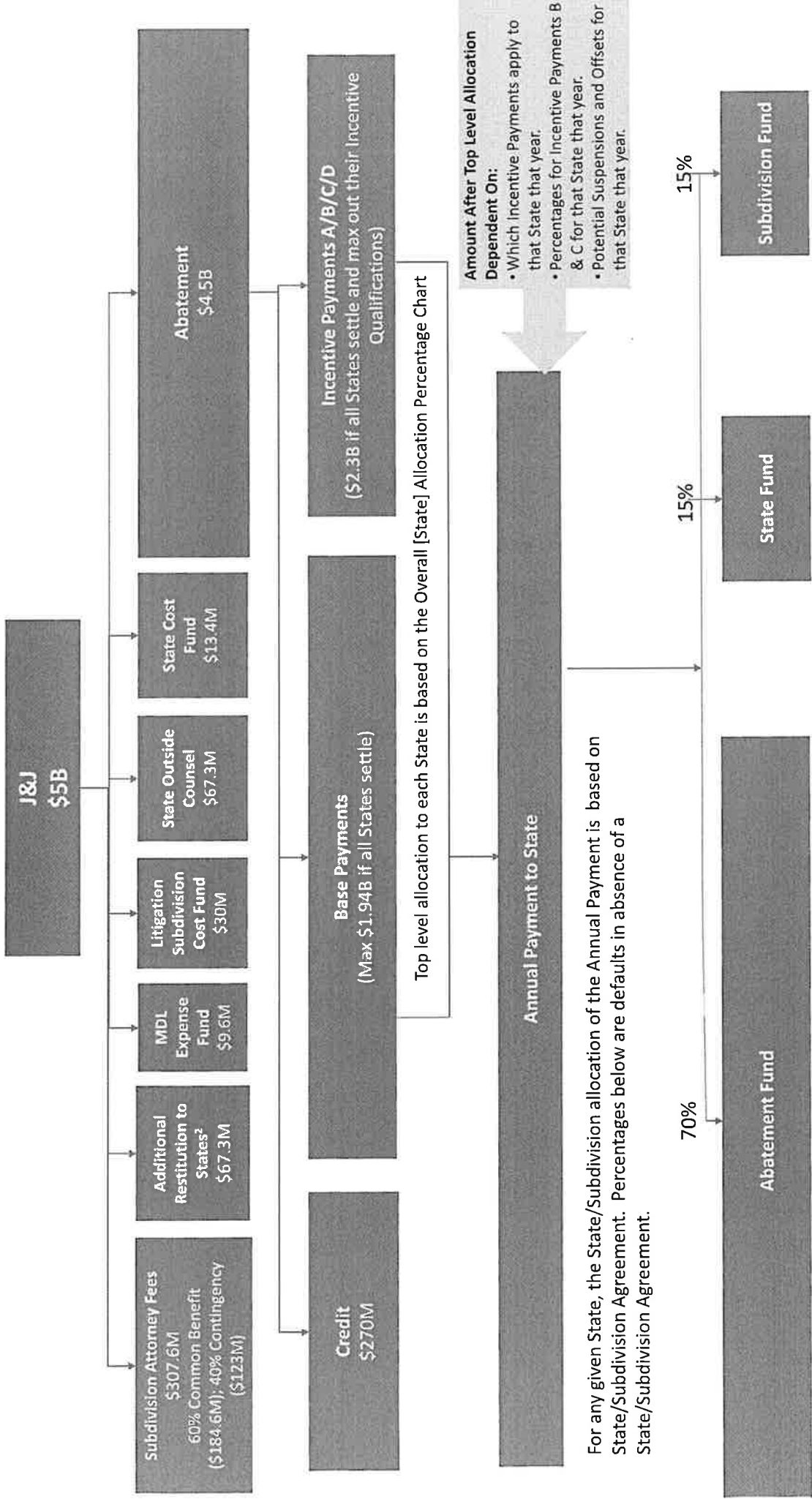
Incentive D

5% share of the State's total Abatement Fund allocation (see page 20). Payable starting in year 6 through year 18.

Qualifying Criteria

- State must have had no later Litigating Subdivisions bring suit and proceed past preliminary motions in the 5 years following the Effective Date.

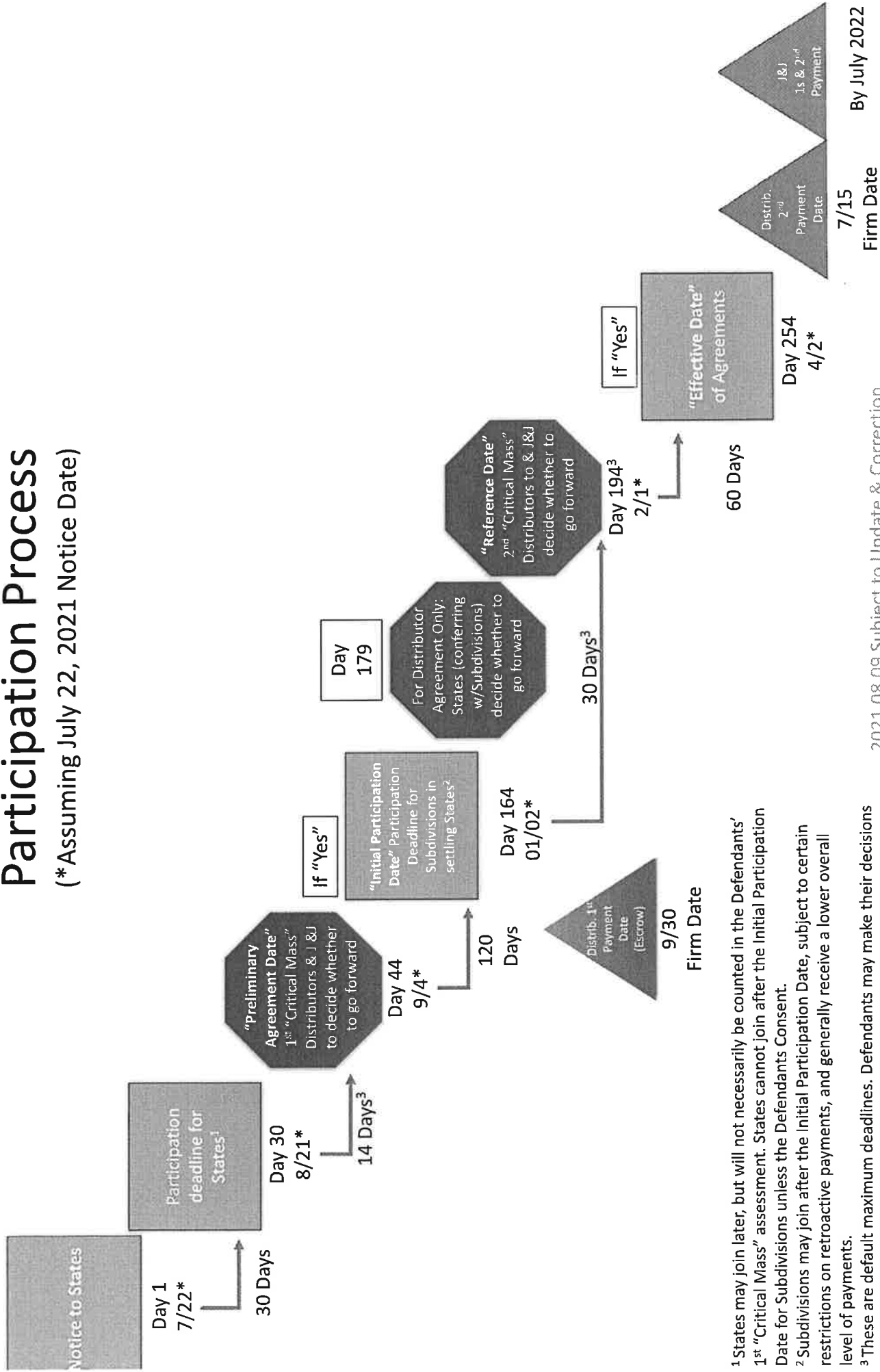
J&J Maximum Payment Flow/Allocation¹



¹ Assuming maximum full payments made to all 55 states. To defray internal legal costs of states that did not hire outside counsel.

Participation Process

(*Assuming July 22, 2021 Notice Date)



2021.08.09 Subject to Update & Correction
Executed Agreements Control

¹ States may join later, but will not necessarily be counted in the Defendants' 1st "Critical Mass" assessment. States cannot join after the Initial Participation Date for Subdivisions unless the Defendants Consent.
² Subdivisions may join after the Initial Participation Date, subject to certain restrictions on retroactive payments, and generally receive a lower overall level of payments.
³ These are default maximum deadlines. Defendants may make their decisions earlier in the 14 and 30 day periods and these periods may be extended by consent of the parties.

8. Discussion/decision to hire Dr. Tom Failla as Conservation Planner: **I move to hire Dr. Tom Failla as Conservation Planner, effective January 1, 2022.**

DR. J. THOMAS FAILLA E-mail: jtfaila@gmail.com; treewarden@westonct.gov

Home: 21 Samuelson Road, Weston, CT 06883 203-544-10481 (home) 203-247-0042 (cell/txt)

Oct. 1, 2020

Jonathan Luiz, Town Manager
Town of Weston
56 Norfield Road
Weston, CT 06883

Dear Mr. Luiz:

Enclosed is my application for the Conservation Planner position posted last week, along with my CV/resume. I have more than 25 years of relevant land use experience in Weston, Conn. serving on the Conservation Commission 1992-2013, Planning and Zoning (2013-2017) and Zoning Board of Appeals (1990-1991). My experience in town government and civic activities is listed on page three of my resume. In 2019, I took on deputy tree warden duties and in June this year the Board of Selectmen appointed me Tree Warden upon Bill Lomas' retirement.

Both the Conservation Planner and Tree Warden positions locally administer state environmental statutes and regulations under the state Department of Environmental and Energy Protection (DEEP). As such, they are concerned with the care and protection of natural systems (wetlands, forests and trees) and balancing the rights of property owners and the common good as it relates to our local environment.

In addition to earning DEEP's tree warden certification (2019) and completing of the Connecticut Tree Protective Association's Arboriculture 101 course (2020). I have also completed in past years DEEP's Municipal Inland Wetlands Agency Comprehensive Training Program. This week, I registered for the online version of the wetlands agency training to refresh my knowledge. I will complete the course within the next few weeks. I am also receptive to taking any other required or useful courses.

In 2019, I retired from my full-time position as a faculty administrator at Norwalk Community College. Although I teach occasionally as an adjunct professor at Norwalk Community College and Pace University, I expect to reduce teaching assignments as I focus more on activities closer to home and supporting our adult daughter and her son who live with us.

As a Connecticut native and due to my long residency (32 years) and service in Weston, I am familiar with the land, its history, its laws and its people. Many residents know and respect me. I know the duties of conservation planner well because I served as vacation and sick relief for the planners for many years. I was involved in establishing the position in the mid 1990s, writing the job position description and hiring the three talented individuals who held the position since its inception. I have a good working relationship with the members of the land office, other town departments and many members of the land use boards. Because of this and my professional administrative and public service experience, my enduring interest in our town and as a life-long student of the environment, I believe I will do the job efficiently, effectively with dedication and respect for all.

Sincerely,



DR. J. THOMAS FAILLA E-mail: jtfaila@gmail.com; treewarden@westonct.gov

Home: 21 Samuelson Road, Weston, CT 06883 203-544-10481 (home) 203-247-0042 (cell/txt)

CURRICULUM VITAE

Education

Pace University, Lubin School of Business
University of New Haven
Central Connecticut State College

D.P.S.* Management & Marketing 2008
M.B.A 1989
B.A. Political Science 1973

**Doctorate Professional Studies – research-based degree with a dissertation and comprehensive exams in management and marketing required; conferred by Pace for more than 30 years.*

Summary of Qualifications

College administrator since 1998 and professor of marketing and management since 2001 at the undergraduate and graduate levels (both land-based and online); worked previously (1976-2000) for U.S. multinational corporations as a business executive and consultant in strategic planning, marketing/public relations, change management, innovation and entrepreneurship. Journalist for Connecticut daily newspapers and The Associated Press 1968-1976 with a specialty in environmental and energy reporting. Research interests include consumer behavior related to environmentally preferred products and organizational behavior and studies related to crisis management and sustainability. Recipient of Pace University's 2008 Doctoral Award for academic and research excellence.

Academic Teaching Career

Adjunct Professor

2001-2020

Norwalk Community College (undergraduate) – Organizational Behavior, Principles of Management, Principles of Marketing, Entrepreneurialism, Global Business, Introduction to Business, Business Applications Software (2001 to 2020)

Pace University (undergraduate and graduate) – Marketing Management, Strategic Marketing Planning, Principles of Marketing, Restaurant Management (2006 to 2020)

Iona College (undergraduate and graduate) – Principles of Public Relations, Corporate Communications, Human Communication Theories, Propaganda, Applied Communications Research, Organization Communications and Social/Nonprofit Marketing (2002 to 2009)

Academic Administrative Career

Norwalk Community College

1998-2019

Retired Director, Hospitality Management and Culinary Arts (2009-2019; tenured)

Acting Director Office of Cooperative Education (2008-2011)

Director, Business and Industry Services (1998-2011)

Led academic hospitality management and culinary arts program. Previously, director of the Office of Cooperative Education and the college's educational outreach services to employers in lower Fairfield County by providing organizational and professional development consulting and training.

Academic Articles

- **Failla, J. Thomas and Gopalakrishna, Pradeep, Moderator Role in Green Product Purchases. Atlantic Marketing Journal: Vol. 3: Iss. 1, Article 2, 2014. Available at: <http://digitalcommons.kennesaw.edu/amj/vol3/iss1/2>**
- **Moderator Role in Green Product Purchases Atlantic Marketing Conference paper 2012**
- **Converting Intentions to Action When It Comes to Environmentally Preferable Products**
Dissertation at Pace University
- **The Positive Moderating Role of Perceived Consumer Effectiveness**

Working Academic Articles

- **Going Green: Strategic Sustainability Illustrated**, case studies target publication *Journal of the Academy of Marketing Science*
- **High Reliability Theory Applicability to Routine Production Environments**, concept paper target *Eastern Academy of Management*
- **Retail Recruiting and Skills Training Center: Applying Interorganizational Network Lessons**, unpublished case study
- **Entrepreneurship in Developing Nations: Applying Solow's Surprise to Cell Phone Use**, literature review

General Business and Journalistic Articles

- **Investing in U.S. Healthcare Research** prepared for Bayer Pharmaceutical 1995
- **New American Communities: The Towery Report on Fairfield County** 1994
- **Crisis Response Disaster at Bhopal** chapter prepared for Union Carbide 1992
- **The Associated Press** National articles about energy and the environment 1973-76

Lectures and Workshops Offered

- Waste Not, Want Not: A Case for a Sustainable Planet** (NCC Academic Festival) 2009
- Consumer Power in Meeting the Environmental Challenge** (NCC Student Leaders) 2008
- Career Success for Adult Workers** 2006
- Creative Approaches to Technical and Business Writing** 1998
- Community Relations** (Sacred Heart University) 1998
- Strategic Planning, Event Planning** (U.S. Geological Survey) 1997
- Employee Communications** (Society of Professional Journalists) 1995
- Strategic Planning** (International Association of Business Communicators) 1994
- Lecturer on communications** (CCSU, Fairfield, WCSU, UConn) 1983-97

Business & Professional Career

- Communications Strategies & Services, Inc.**, Weston, Conn. 1993-2000
President Management consultant and writer specializing in communications and relationship strategies and counsel to improve organizational effectiveness with communities, employees, media, customers and shareholders. Organizations served: Bayer, Bristol-Myers Squibb, Connecticut United for Research Excellence, Perrier, Purdue Pharma, Texaco, Union Carbide, University of New Haven Center for Family Business and United Way of Northern Fairfield County.
- Union Carbide Corporation**, Danbury, Conn. 1983-93
Assistant Director, Corporate Communications, 1987-93 *Manager, Internal Communications*, 1985-87 *Assistant Manager, Media Relations*, 1983-85
- AMAX Inc.**, Greenwich, Conn. 1978-83
Manager, Communications Services, 1979-83
Public Relations Officer, 1978-79
- Hurdman and Cranstoun, CPAs**, New York, N.Y. *Asst. Director, Communications* 1977-78
- American Airlines**, New York, N.Y. *Manager, Editorial Services* 1976-
- 77Associated Press**, Hartford, Conn. *Reporter and Editor*, Environment/Energy Specialist 1973-76
- Hartford Times**, Hartford, Conn. *Reporter and Editor* 1968-69
- Bridgeport Post**, Bridgeport, Conn. *Environmental Reporter and Features Writer* 1968-72

Academic and Professional Awards and Activities

American Marketing Association	2007-present
Faculty Advisory Committee Conn. Coll. & Univ. Board of Regents	member 2011-14, chair 2013
Fairfield County Public Relations Association	1978-present, president, 1994-95, 1983-84
Calendar Committee (Norwalk Community College)	2011-2019
Pace 2008 Doctoral Award	2008
Beta Sigma Gamma, National Business Honor Society	2008-present
Sigma Iota Epsilon, National Management Honor Society	2008-present
NCC Cares (Norwalk Community College environmental committee)	2008-2019
Integrity Committee (Norwalk Community College)	2007-2011
NEASC, Reaccreditation Self Study Committee (NCC)	2002-2004; 2008-2010
Publications Committee (Norwalk Community College)	2005-2007
Leadership Conference (Norwalk Community College)	2003
NCC Distance Learning Skills Workshops for Instructors	2001
Leadership Institute (Norwalk Community College)	2000
Certified WorkKeys Job Profiler (American College Testing Service)	1999
Facilitator Training (Conn. Community-Technical Colleges)	1999
Corporate Image and Reputation (Conference Board)	1996
Quality Improvement Process in Public Education (Juran Institute)	1993
Diversity Awareness (Roosevelt Thomas)	1992
Performance Based Management (Union Carbide Professional Development)	1991
Total Quality Management (Union Carbide Professional Development)	1987
American Society of Training and Development	1998-2006
Society for Human Resource Management	1998-2006
International Association of Business Communicators	1978-1982, 1996-1999

Weston, Conn. Civic and Community Activities

Tree Warden, Weston, Conn.	2020-present
Tree Warden Deputy, Weston, Conn.	2019-2020
Planning and Zoning Commission, Weston, Conn.	2013-2017, Chair 2014-2017
Conservation Commission, Weston, Conn.	1992-2014, Chair 1998-2002
Weston Zoning Board of Appeals, Weston, Conn.	1990-92
Southwest Regional Planning Agency Board and Executive Committee, Weston, Conn. representative	2009-2011
Plan of Conservation and Development Committee, Weston, Conn.	2008-2010
Saugatuck & Norwalk River Watershed Projects Weston, Conn. representative	1997-2013
Area Nine Cable Council, Weston, Conn. representative	1993-96; Chair, 1994-96
Weston, Conn. Public Schools Committees	Science, 1990-92; Quality, 1992-93
Kiwanis Civic Club, Weston Conn.	(member 1990-present, director 1992-1999, president 2018-2019)

Regional Civic and Community Activities

Aspetuck Land Trust, Director	2019-present
Friends of Sherwood Island State Park Board	2020-present
Stamford Enterprise Zone Commission	2004 to 2019
Stamford Chamber of Commerce, Business Resources Council	2002-2019
J.M. Wright Technical High School Citizens Advisory Committee	2005 to 2019
Norwalk Industrial Zone Task Force	2004 to 2006
United Way of Northern Fairfield County	Director 1993-95, Trustee, 1995-1999
Norwalk Community-Technical College Foundation	Director, 1982-93
Norwalk Committee in Support of Public Education	1981-85

TOWN of WESTON, CONNECTICUT



Incorporated 1787

APPLICATION FOR EMPLOYMENT

The Town of Weston is an Equal Opportunity Employer.

The Town of Weston ("Town") considers applicants for all positions without regard to race, color, religion, age, creed, sex, marital status, pregnancy, sexual orientation, citizenship status, the presence of non-job-related medical conditions or disabilities, veteran status, or any other legally protected class.

Instructions: Please complete this application form in its entirety, including specific dates where requested. Failure to provide all required information may result in your application being disapproved. A resume may be attached but is not a substitute for completing the application form in its entirety. Please print or type your responses.

Date of Application:
Oct 1, 2020

Position:
Conservation Planner

PERSONAL INFORMATION

Last Name		First Name		Middle Name or Initial	
FAILLA		J. THOMAS			
Address Number	Street	City	State	Zip Code	
21	SAMUELSON ROAD	WESTON	CT	06883	
Home Phone #:			Cell Phone #:		
203-544-1048			203-247-0042 / 203-331-6035		
Email Address:					
jtfaila@gmail.com		treewarden@westonct.gov			
Best time of day to contact you:					
ANY TIME					

AVAILABILITY

Check all that apply:

Schedule: Full-Time Part-Time - please circle: Mornings Afternoons Evenings
 Seasonal - Indicate dates available: from ___ / ___ / ___ to ___ / ___ / ___
 Other (explain) _____

Workdays: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Name: Mike Butcuris Title: Dean/Prof Developmental Studies

Business/Co. Name: Norwalk Community College Telephone: 203-857-7191

Address: 188 Richards Ave Norwalk CT 06854

Street City State

Relationship to you (e.g., co-worker, supervisor etc.): _____

How many years? 3

Are they still employed with the company/business? Yes No

TERMS AND AGREEMENTS

By signing my name on the signature line below, I am certifying:

- That the statements made by me on this application form and attachments, if any, are true and complete to the best of my knowledge, are made in good faith, and are subject to verification as a condition of employment. I understand that intentional falsification of my application materials may result in disqualification of my candidacy or termination of employment;
- That I understand and acknowledge that if offered employment with the Town of Weston, my employment may be subject to and conditioned on my taking and passing a pre-employment physical examination, pre-employer drug screening test and/or a pre-employment background check (e.g., criminal history, education verification, driving history, credit history) (requirements may vary depending on the position);
- That, if I am under the age of 18, I understand and acknowledge that if offered employment with the Town of Weston, my employment is subject to and conditioned on my providing such work permits, or other proof of eligibility to work that is or may be required by law;
- That I understand and acknowledge that, in compliance with federal law, all persons hired for employment with the Town of Weston will be required to verify identity and eligibility to work in the United States and to complete required employment eligibility verification forms upon hire.

I agree to these terms.

I do not agree to these terms.


Signature

10-1-2020
Date

TOWN OF WESTON EMPLOYMENT HISTORY

Are you currently employed by the Town? Yes No If yes, state current position and Department:

TREE WARDEN

Have you previously worked for the Town? Yes No If yes, state the following:

- Dates of prior Town employment:

served on town land use boards 1990-2017

- Position held at time of employment separation:

- Reason(s) for separation from Town employment:

EDUCATION HISTORY

Education Level Completed:

Less than high school High school or equivalent (GED) Technical School
 Some College 2-year College 4-year College Graduate School *doctorate*

High School Information:

High School (name): *Fairfield College Preparatory School*

City/State: *Fairfield, Conn.*

College Information (list all schools attended):

College attended (name): *Central Conn. State College (now University)*

City/State: *New Britain, Conn.*

Major(s): *political science* Degree(s) earned: *B.A.*

Graduate School Information (list all schools attended):

College attended (name): *University of New Haven*

City/State: *West Haven, Conn.*

Course of Study: *M.B.A.* Degree(s) earned: *M.B.A.*

Other School/Training (list all schools/programs attended):

School/Program attended (name): *Pace University*

City/State: *New York, New York*

Course of Study: *management & marketing*

Degree(s)/Certificate(s) earned: *doctorate D.P.S.*

(Attach additional sheets if you attended more schools or received additional degrees or certificates)

SPECIALIZED SKILLS

Instructions: Check skills/equipment that you are able to operate. Attach additional sheets if necessary.

- PC/Mac Typewriter Word Processing (e.g., Microsoft Word)
 Spreadsheet (e.g., Microsoft Excel) Other: online training

List any machinery or equipment that you are able to operate:

chain saw, lawn mower, snowthrower, electric tools
leaf blower, hand tools

List additional information about your skills that may be helpful to the Town in considering your application:

gardener

REQUIRED LICENSES, CERTIFICATIONS, OR OTHER QUALIFICATIONS

Do you currently have a valid Motor Vehicle Driver's License? Yes No State: CT

Do you currently have a valid Commercial Driver's License (CDL)? Yes No

If you answered "Yes" to the previous question, check all that apply:

Class A Class B Class C CDL License #: _____

Do you have any valid licenses or certificates which authorize you to practice a profession or trade?
(e.g., law, nursing, psychology, plumbing, etc.) Yes No

tree warden certification - 2019

EMPLOYMENT HISTORY

Instructions: List all employment positions held by you over the last fifteen years. Begin with your current/most recent position. List all positions separately, even if with the same employer. For each position listed, provide all information requested. If you need additional space to complete your response then attach additional sheets.

1. Employer (Name/City/State): Town of Weston, Conn.

Employer Phone #: 203-222-2677 / 203-331-6035

Position/Job Title: Tree Warden

Start Date: July 1 2020 End Date: present

Full-Time Part-Time Per diem Number of hours worked per week: varies

Name & Job Title of Immediate Supervisor: Jonathan Luiz / BOS

If still employed, may the Town contact your present employer? Yes No

Please list all major duties and responsibilities performed by you in this job:

Care & control of municipal trees

Reason for Leaving:

2. Employer (Name/City/State): Norwalk Community College

Employer Phone #: 203-857-7016 / 203-857-7191

Position/Job Title: Administrative Faculty Academic Director

Start Date: 1998 End Date: 2019

Full-Time Part-Time Per diem Number of hours worked per week: 35 203-857-7191

Name & Job Title of Immediate Supervisor: Academic Dean Mike Butcaris
Business Dept. Chair Tom Jackson 203-857-

If still employed, may the Town contact your present employer? Yes No

Please list all major duties and responsibilities performed by you in this job:

Directed Curriculum, Faculty, Programs Operations & advised
and taught students in Hospitality Management & Culinary Arts

Reason for Leaving: retired

List all professional licenses/certifications currently held:
(Use additional sheets if you require additional space to complete your response.)

Type of License/Certification: _____ License/Cert. #: _____
Issued By: _____ Date Issued: _____ Expiration Date: _____

Type of License/Certification: _____ License/Cert. #: _____
Issued By: _____ Date Issued: _____ Expiration Date: _____

Type of License/Certification: _____ License/Cert. #: _____
Issued By: _____ Date Issued: _____ Expiration Date: _____

REFERENCES

Identify three **professional** references the Town may contact in connection with your employment application.

Name: Bill Brady Title: former chair Weston Police Commission
Business/Co. Name: _____ Telephone: 203-222-1112
Address: S Deer Run Trail _____
Street City State
Relationship to you (e.g., co-worker, supervisor, etc.): fellaw board member in town government
How many years? 30
Are they still employed with the company/business? Yes No

Name: Dr. Vanessa Morest Title: Provost
Business/Co. Name: Westchester Community Coll. Telephone: 914-606-6712
Address: 75 Grasslands Road Valhalla NY 10595
Street City State
Relationship to you (e.g., co-worker supervisor, etc.): _____
How many years? 5 at Norwalk Community College
Are they still employed with the company/business? Yes No
Note: She is a Weston resident

9. Discussion/ Decision to authorize a tax sale: I
**move to authorize a tax sale on delinquent real
estate tax accounts that are at least \$50,000
delinquent and at least three years delinquent**

10. Discussion/ Decision to authorize a supplemental appropriation of \$3,521 for the Registrar of Voters budget: **I move to authorize a supplemental appropriation of \$3,521 for the Registrar of Voters budget**



Re: [EXTERNAL] Audit of November 2, 2021 Election

1 message

Registrar of Voters Weston <votereg@westonct.gov>
To: Jonathan Luiz <jluiz@westonct.gov>

Fri, Dec 10, 2021 at 12:22 PM

The total cost for the audit on December 6, 2021 was \$1,916
(it took us less time to conduct the audit than in 2018 so the cost was lower this year)

On Mon, Nov 22, 2021 at 10:28 AM Registrar of Voters Weston <votereg@westonct.gov> wrote:

Expenses

Sept 9 & 18, 2021 Special Town Meeting

Sept 9 Meeting	\$	-
Sept 18 Payroll	\$	1,100.00
Sept 18 Supplies/Meals	\$	130.00
Sept 18 Ballots	\$	375.00
TOTAL EXPENSES	\$	1,605.00

On Fri, Nov 19, 2021 at 2:32 PM Jonathan Luiz <jluiz@westonct.gov> wrote:

Thanks. What was the unbudgeted cost that the Registrars incurred from the Fromson Strassler vote?

On Fri, Nov 19, 2021 at 2:01 PM Registrar of Voters Weston <votereg@westonct.gov> wrote:

I would estimate the cost at around \$2,400 based on what we spent for the last audit in Nov 2018

On Thu, Nov 18, 2021 at 12:11 PM Jonathan Luiz <jluiz@westonct.gov> wrote:

Thanks. What do you anticipate the audit will cost the Town in terms of staffing expenses that we did not budget?

On Thu, Nov 18, 2021 at 12:06 PM Registrar of Voters Weston <votereg@westonct.gov> wrote:

FYI: Weston has been selected for an election audit, the Registrars will conduct the audit December 10, from 9 to 5pm. We anticipate hiring at least 10 people to work as counters. The email from the Secretary of State is below

Thanks,
Darcy

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

From: **Havrilla, Ilona** <Ilona.Havrilla@ct.gov>
Date: Tue, Nov 16, 2021 at 11:47 AM
Subject: [EXTERNAL] Audit of November 2, 2021 Election
To:

To all Registrars of Voters and Town Clerks:

Deputy Secretary of the State Scott Bates randomly chose 34 voting precincts from the November 2021 election to have their machine totals audited. There were also 5 alternate precincts chosen in case the primary chosen precincts cannot be audited for any reason.

State law mandates that 5% of all voting precincts have their machine totals audited following any election or primary. There were a total of 673 voting precincts used during the election held on Tuesday November 2, 2021. Once the municipalities and corresponding districts are identified by a lottery conducted by the Secretary of the State, the offices on the ballot that will be subject to the audit are chosen by the municipal clerk.

"(3) in the case of a municipal election, three offices or twenty per cent of the number of offices on the ballot, whichever is greater, selected at random by the municipal clerk..."

New this year is the inclusion of central AB counting locations in the drawing. The legislature mandated that they be considered polling places. As such, if selected, you should audit all ballots that were counted by the central AB counting machine just like you would in a polling place, even if this means counting multiple districts.

We have attached a copy of our Audit Manual for your reference. You should conduct any audit to be held no later than December 22, 2021.

List of polling places to be audited:

- Central AB Counting Location – North Stonington
- Dunbar Hill School – Hamden
- Noroton Heights Fire Department – Darien
- Slade Middle School – New Britain
- Community Center – Prospect
- Town Office Building – Willington
- Middle School Gym – Newtown
- Brooker T Washington Academy – Hamden
- Central AB Counting Location – Derby
- Greene Hills School – Bristol
- Great Neck School – Waterford
- Turn Of River School – Stamford
- Bolton Center School – Bolton
- Northeast School – Bristol
- Wolcott High School – Wolcott
- Hartland School – Hartland
- Town Hall (Garfield Street Community Center Gym) – Newington
- Polk School – Watertown
- Thompson Public Library – Thompson
- Beecher School – New Haven
- Mansfield Fire Department - Mansfield
- Leisure Services Gym – Bloomfield
- Moser School – Rocky Hill
- Prospect Firehouse – Prospect
- Artsplace District 3 – Cheshire
- Lincoln-Bassett School – New Haven
- Abraham Baldwin School – Guilford
- Linden Street School – Plainville
- Weston Middle School – Weston
- Firehouse Ellsworth – New Haven
- Lawrence School – Middletown
- Coleytown Middle School – Westport
- Community Room Town Hall – Thompson
- Swift Middle School – Watertown

Alternates:

- John Wallace Middle School – Newington
 - Sayles School – Sprague
 - Southbury Community Center District 3 – Southbury
 - Crosby High School – Waterbury
 - Central AB Counting Location – West Hartford
-



Theodore E Bromley

Director of Elections
Office of the Secretary of the State

State of Connecticut

165 Capitol Avenue, Suite 1000

PO Box 150470
Hartford, CT 06115
860-509-6100

PRIVILEGE AND CONFIDENTIALITY NOTICE

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Sincerely,
Jonathan Luiz
Weston Town Administrator

--

Sincerely,
Jonathan Luiz
Weston Town Administrator

11. Discussion/ Decision to authorize a supplemental appropriation for emergency road repairs on Newtown Turnpike and Valley Forge Road: I move to authorize a supplemental appropriation of \$283,015 for emergency road repairs on Newtown Turnpike and Valley Forge Road.

TOWN of WESTON, CONNECTICUT



Incorporated 1787

Department of Public Works

December 1, 2021

Revised December 15, 2021

Town of Weston

Board of Selectmen

Attention: Samantha Nestor, First Selectwoman

56 Norfield Road

Weston, CT 06883

Re: Newtown Turnpike, Valley Forge Road
Slope Destabilization

Selectwoman Nestor:

As I have discussed with the Town Administrator there are two problem areas we have on Newtown Turnpike and Valley Forge Road concerning slope destabilization that need to be addressed as soon as possible. The area in question on Newtown Turnpike is across from house number 71 where the edge of the gravel roadway has given way. This section of roadway borders the West Branch of the Saugatuck River. The area on Valley Forge Road with the same type of condition is just south of Godfrey Road East (see enclosed maps and cost pricing to complete the work). This section of roadway borders the Saugatuck Reservoir.

These two roads are traveled by school buses and large trucks. The weight of these vehicles can cause further destabilization of the eroded slope possible causing a serious accident. If these areas are not corrected soon then I may have to close one lane in the area of erosion to prevent an accident. As vehicles travel over these areas the slope will continue to destabilize.

Description of Work

Valley Forge Road 265 feet south of Godfrey Road East

Valley Forge Road is bench into a hill side with only minor shoulder at the outer edge of road. There are no drainage facilities on this section of road except for cross culverts. Parts of the shoulder are beginning to erode. The road sits within a narrow right of way. The town does not own the property at the base of the slope; the town does not have access to that area. This section of roadway borders the Saugatuck Reservoir owned by the Aquarion Water Company. With limited use of the slope and indication of bedrock close to the surface it is recommended to use the soil nail system. For Description of Work see National Shoring proposal and sketches Valley Forge Road at Reservoir Area. Construction of this area will consist of the soil nail slope stabilization method. All work will be completed from the top of slope at the roads edge.

value

Newtown Turnpike

Newtown Turnpike has identical problems with erosion as with Valley Forge Road. A section of the road adjacent to house number 71 has collapsed taking a section of the road and shoulder. With each rain storm the situation gets worse. The roadway sits within a narrow right of way. The town does not own the property at the base of the slope; the town does not have access to that area. This section of roadway borders the West Branch Saugatuck River. Site inspection indicated bedrock will not be a problem. It is recommended to install steel sheet piles to stabilize the slope and edge of road. For Description of Work see National Shoring proposal Stabilization on Newtown TKE. Construction of this area will consist of the steel sheet piling stabilization method. All work will be completed from the top of slope at the roads edge.

In both cases the roads will need to be close in the area of construction, because of narrow roads with no staging areas available. Once approved a detour plan will be completed with input from the town engineer, police, fire and emergency services. Both roads have two means of access at each end of road. It is important to complete work prior to possible heavy winter storms.

Bids

National Shoring	
Valley Forge Road	\$91,600.00
Newtown Turnpike	\$145,000.00
Guide Rail	\$6,000.00
Remove Old Guide Rail	The Town
Tree Removal	\$2,000.00
Detour Signs	The Town
Soil Erosion Silt Fence	\$1,500.00
Subtotal	\$246,100.00
15% Contingency	\$36,915.00
Total	\$283,015

New

5013

NSI Contracting LLC

Valley Forge Road	\$216,000.00
Newtown Turnpike	\$244,000.00
Guide Rail	\$6,000.00
Remove Old Guide Rail	The Town
Tree Removal	\$2,500.00
Detour Signs	The Town
Soil Erosion Silt Fence	\$1,500.00
Subtotal	\$470,000
15% Contingency	\$70,500.00
Total	\$540,500.00

Other Shoring Companies contacted

1. Bombaci Construction Lyme, CT
2. Sea & Shore Contracting Randolph, MA
3. Southconn Restorations Clinton, CT
4. Structural Contours Greenwich, CT
5. The Vellano Crop Westfield, MA
6. Eastern Drilling & Piling Inc. Mount Vernon, NY

5013



John Conte P.E.

5013

5013

**E-Mail from John Pokorny
Fire Chief/Fire Marshal**



John Confe <jconfe@westonct.gov>

John Confe <jconfe@westonct.gov>

Valley Forge Road & Dirt Section of Newtown Turnpike-Deteriorating shoulders

1 message

John Pokorny <jpokorny@westonct.gov>

To: John Confe <jconfe@westonct.gov>

Cc: Jonathan Luiz <jluiz@westonct.gov>, "Ed Henion (Weston Police)" <ehenion@westonpolice.com>

Thu, Oct 21, 2021 at 4:47 PM

John,

Thanks for making me aware of the degrading roads on the dirt section of Newtown Turnpike and Valley Forge Road South of Godfrey Road.. As you are aware, the Fire Department apparatus are very heavy and because both roads are quite narrow, it would be difficult to avoid the weakened sections. The repairs to these roads must prioritized.

Please let me know if there is anything I can do to help to expedite the repairs.

Thanks John

John Pokorny

Fire Chief/Fire Marshal

Town of Weston

PO Box 1007

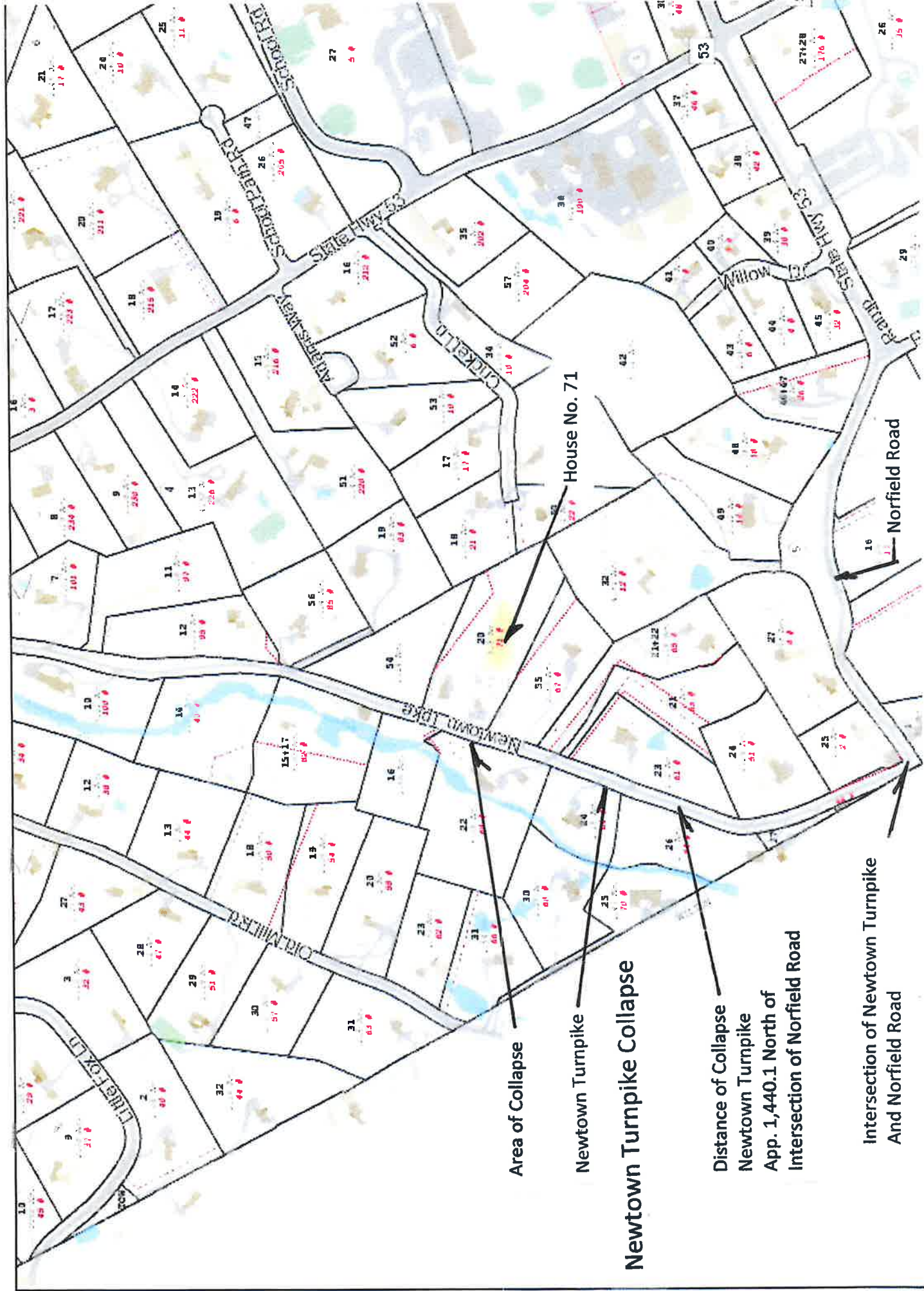
Weston, CT 06883

Phone (203) 222-2672

jpokorny@westonct.gov

Working Smoke Alarms and Carbon Monoxide Alarms Saves Lives

Town of Weston, CT



Area of Collapse

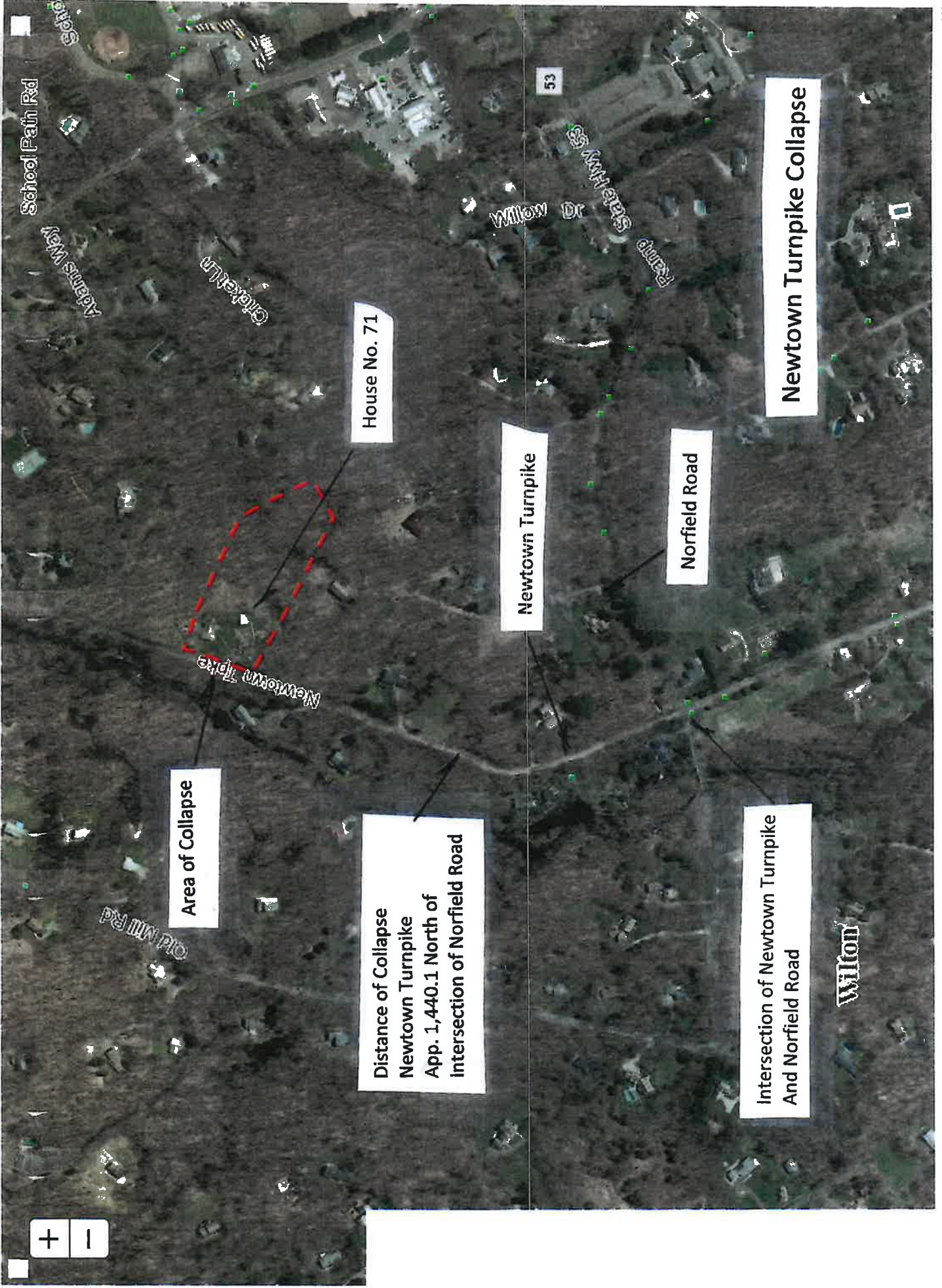
Newtown Turnpike

Newtown Turnpike Collapse

Distance of Collapse
Newtown Turnpike
App. 1,440.1 North of
Intersection of Norfield Road

Intersection of Newtown Turnpike
And Norfield Road

Full Town View | Reset Map | Search | Print | Select | Legend | Base Maps / Air Photos | Map Layer



Area of Collapse

Distance of Collapse
Newtown Turnpike
App. 1,440.1 North of
Intersection of Norfield Road

House No. 71

Newtown Turnpike

Norfield Road

Intersection of Newtown Turnpike
And Norfield Road

Newtown Turnpike Collapse

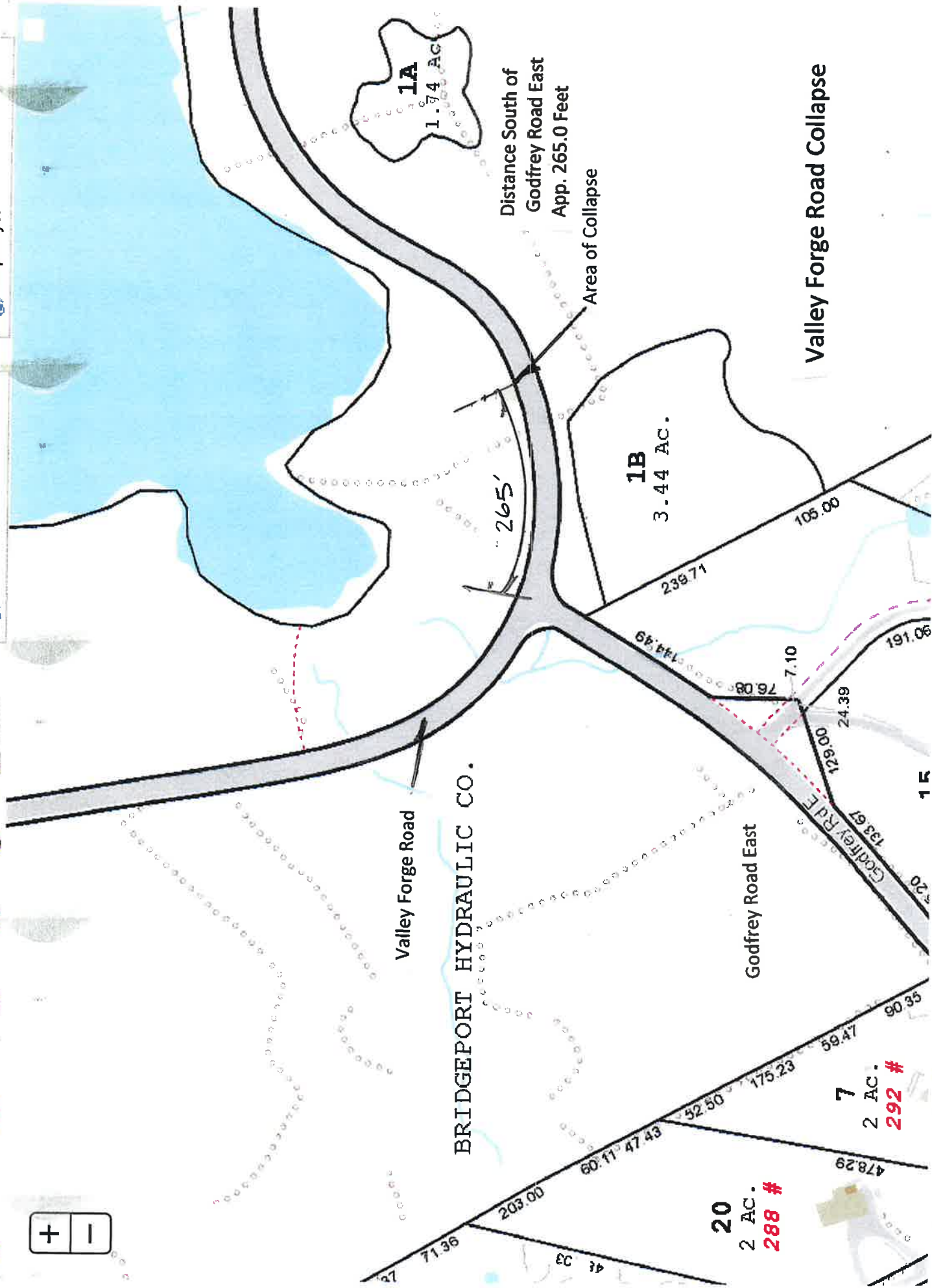
Wilton

10/7/21, 2:04 PM

IMG_0010.jpg

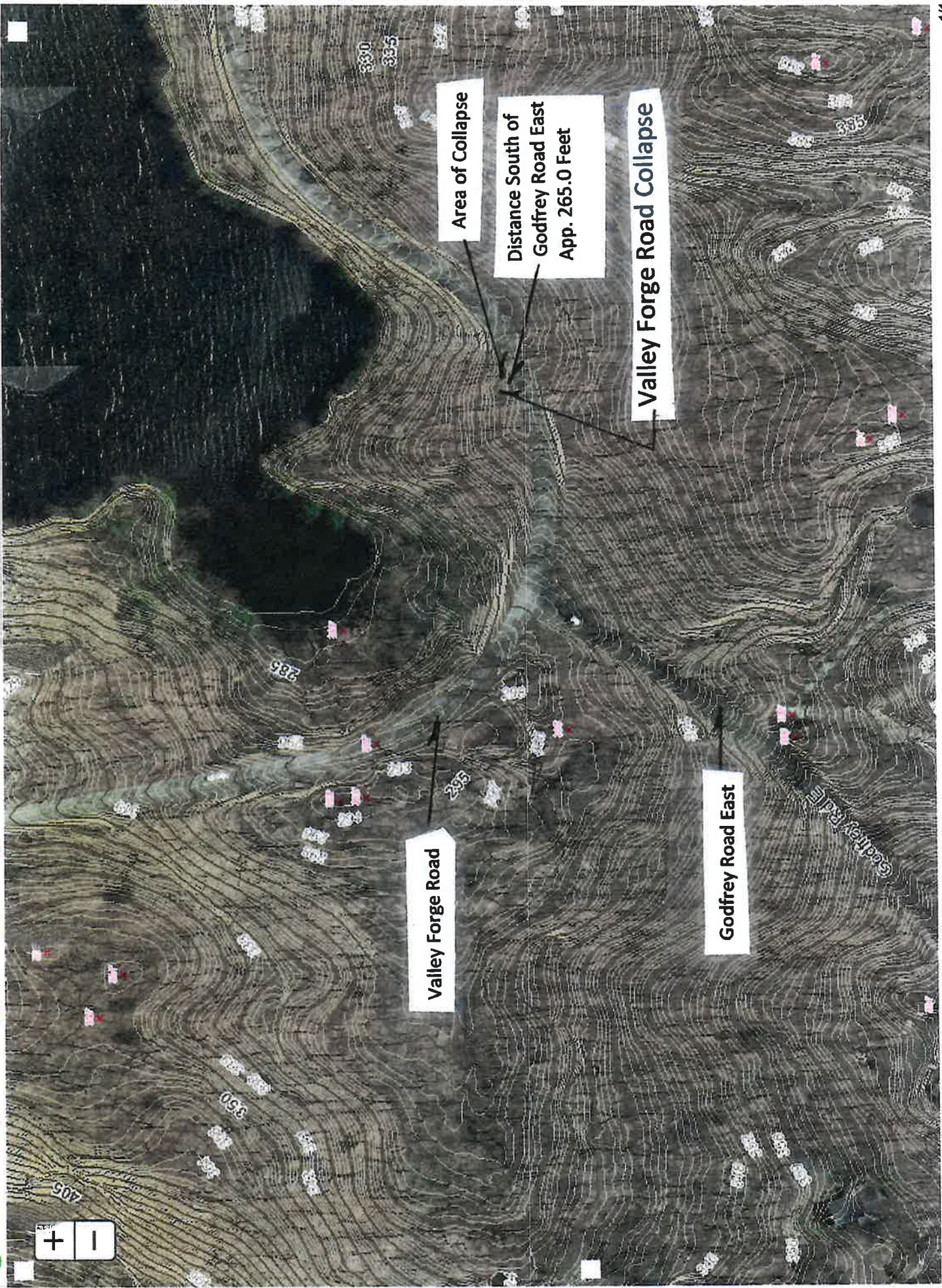


Newtown Turnpike



Valley Forge Road Collapse

Full Town View Reset Map Search Print Select Legend Base Maps / Air Photos Map Layer



10/7/21, 2:03 PM

IMG_0012.jpg



Valley Forge Road



Affirmative Action/ equal opportunity employer

**P.O. Box 248
Stonington, CT
06378 860-535-4025
www.nationalshoring.com**

September 30th 2021

ATTN: John Conti
Town Engineer of Weston, CT
(203) 313-9759

RE: Slope Stabilization on Valley Forge rd. at Reservoir area

Dear Bidder,

National Shoring is pleased to present this proposal to install shotcrete and soil nails on 120' of valley forge rd., Weston, CT. This proposal and its' attachments will become part of the contract between National Shoring LLC and the G.C.

Description of Work

Install shotcrete and soil nails for approximately 120 linear feet of roadway down 20' of slope with two rows of soil nails. Top of shotcrete to be 6" above pavement grade along entire area of shotcrete installation with one drainage swale at low point down to bottom of slope. Miscellaneous grading of slop in preparation of shotcrete. This proposal includes all labor, equipment, and material.

We anticipate working Monday through Friday. Mobilization date is scheduled after the signing of the contract. Our schedule of prices and general terms and conditions are attached. We trust that this proposal is acceptable to you and we look forward to being of service to you. If you wish to discuss any points of this proposal in more detail, please do not hesitate to call me at 860-535-4025.

Sincerely,

Peter H. Bove

Peter H. Bove
Member

SCHEDULE OF PRICES & VALUES

Item Number	Description	Unit Price	U/M	QTY	Extended Price
1	Mobilization	\$ 15,000.00	LS	1	\$ 15,000.00
2	Shotcrete & Soil Nails	\$ 76,600.00	LS	1	\$ 76,600.00
TOTAL					\$ 91,600.00

National Shoring's proposal is based upon carrying out the work in an unobstructed manner working 8-hour shifts, Monday through Friday, in a single uninterrupted visit to the site. In the event that National Shoring's production is hampered by reasons beyond our immediate control, National Shoring shall be reimbursed for standby personnel and equipment at the rate of \$930.00 per hour.

A. GENERAL TERMS AND CONDITIONS

The following facilities and services are to be provided to National Shoring by others free of all costs to National Shoring.

Sales Tax

Any and all taxes related to National Shoring's work.

Site Access

1. Preparation and maintenance of clear, well drained, uninterrupted access ways and working platform suitable for National Shoring's equipment moving under its own power. Access includes adequate ramps at suitable levels and should be available to us at the time and to the extent necessary to suit our operations.
2. Our operation includes engines, compressors, vibration and associated noise levels. General Contractor should ensure neighbors are neighbors are informed.
3. Free and clear of electrical wires and underground obstruction.
4. Excess excavated material removed by G.C.
5. Removal of drill spoils.
6. Temporary Easement from abutting land owners

Maintenance and Protection of Traffic/ Safety Requirements

All necessary traffic devices for protection of auto and personal safety. Police/Signage/Barricades as needed, including labor.

Utilities

All existing above and below ground utilities, which may be affected by our work, shall be located and exposed, removed, or relocated. The extent and location of adjacent utilities and services left in place shall be clearly and accurately marked out on site and shown to our representative prior to the commencement of work. We cannot accept responsibility for any damage to any such utilities not thus indicated.

Layout

Survey and field layout of all necessary lines and grades from which National Shoring's work can be established. Any post construction survey of National Shoring's work shall also be performed.

Permits and Easements

All permits and easements required to legally perform the work.

Testing & Quality Control

Any and all testing related to our work excluding pull testing.

Site Yard

A secure area shall be provided on site, adjacent to our work, for our equipment.

Hazardous Materials

In the event that National Shoring encounters any material on the site, as defined in 29CFR1910, which has not been rendered harmless, National Shoring shall immediately

Stop work in the area affected and reported the condition to the Owner and Engineer. To the fullest extent permitted by law, the Owner and Contractor shall indemnify and hold harmless National Shoring, their agents, consultants, and employees from and against all claims, damages, losses, and expenses, including but not limited to Attorney's fee arising out of resulting from performance of the work in the affected area.

B. PAYMENT TERMS

Net 10 days after payment to G.C. from Owner. No retainage. An additional cost per month and all costs of collection including attorney's fees and Court costs will be added to overdue invoices.

C. OTHER CONDITIONS

Full Compensation: It is understood that National Shoring will receive full compensation

For its work, as set forth in the Schedule of Prices above, for all work performed to the satisfaction of the Owner regardless of any adjustments or audits made by the Owner due to the "Change Order" or "Claim" nature of this work.

Changed Condition: If the ground, structure, or site condition differ from those that we Thought reasonably to have foreseen, we reserve the right to obtain an equitable price adjustment to compensate us for extra work as a result of a change in condition.

Bonds: The cost of a bond premium is not included in our contract price.

Confidentiality: All specifications, drawings and technical data submitted by National Shoring are to be treated as confidential and shall not be disclosed to any third party without express consent. Such information shall remain our property and be returned to us upon demand.

Insurance: National Shoring will provide the following Insurance with limits as shown:

1. Comprehensive General Liability: \$1,000,000.00 (Combined Single Limit Bodily Injury and Property Damage)
2. Automobile Liability: \$500,000.00 (Combined Single Limit, Bodily Injury and Property Damage)
3. Workers Compensation- Statutory.
4. Umbrella- \$5,000,000.00
5. If Waiver of Subrogation is required, the additional cost will be passed on to the G.C.

Force Majeure: We cannot accept any liability for default or delay to the completion of our work when caused by strike, riot, war, or Act of God or other similar circumstances beyond our control.

Liability: No liability can be accepted by us, nor shall we accept as in any way our responsibility defects of any kind whatsoever arising from cause which is outside our immediate control or knowledge or for any fault in the junction between our work and subsequent work carried out by others.

Indemnity: Subject to the terms of the Liability Clause above, and to the correct soil conditions having been provided to us prior to our work, we shall indemnify and hold harmless the Owner and Architect and their agents and employees from and against all claims, damages, losses and expenses, including Attorney's fees, arising out of or from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in the whole or in part by any negligent act of National Shoring, its Subcontractor, anyone directly or indirectly employed by anyone of them or anyone for whose acts any of them may be liable. Regardless of whether or not it is caused in part by party indemnified hereunder the limit of Liability shall be \$1,000,000.00

Exclusions: Any items of work not specified included in this proposal shall not be the responsibility of National Shoring LLC.

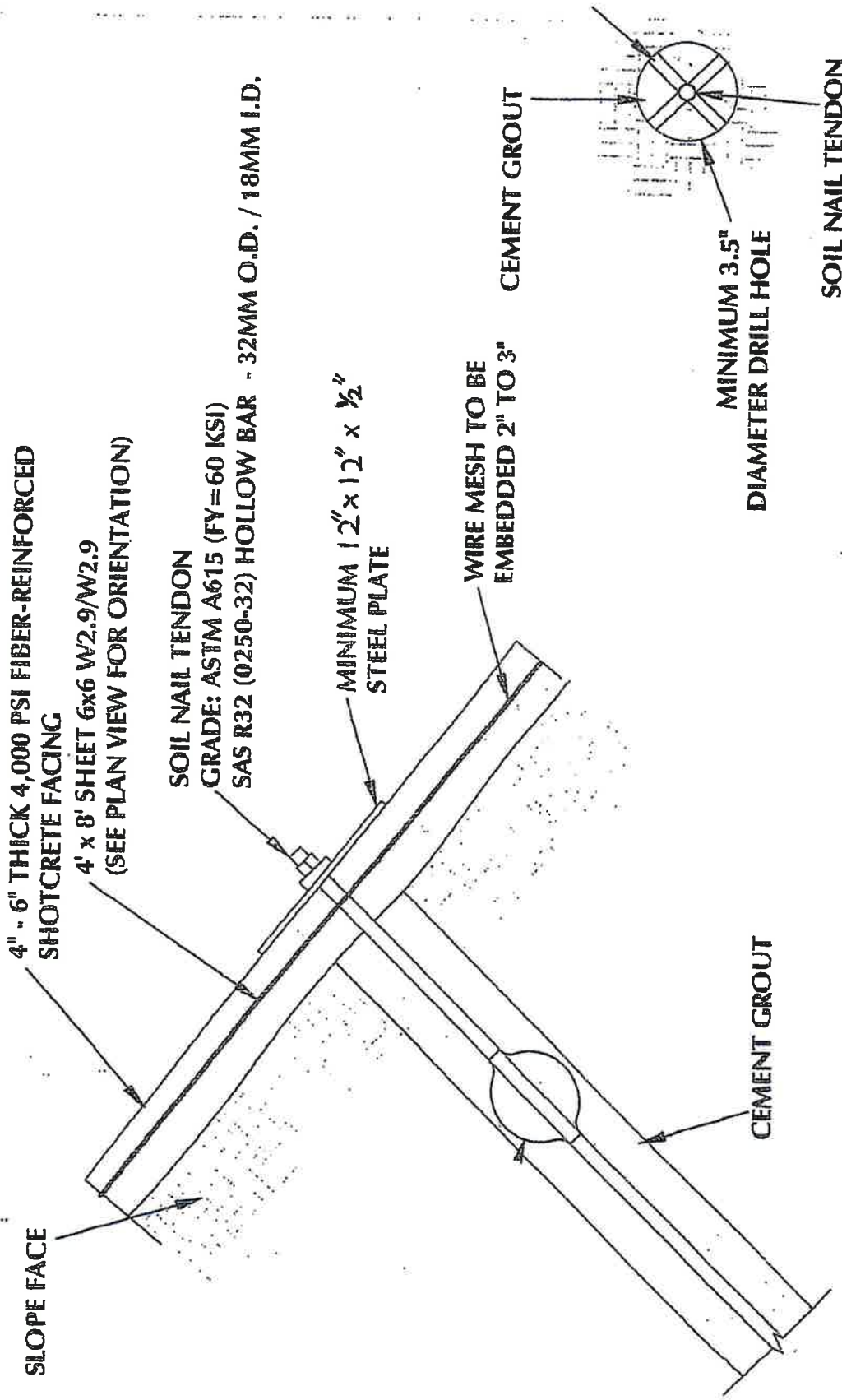
Period of Acceptance: This proposal is offered for acceptance for a period of 30 days.

Contractor

National Shoring LLC

Signature Title Date

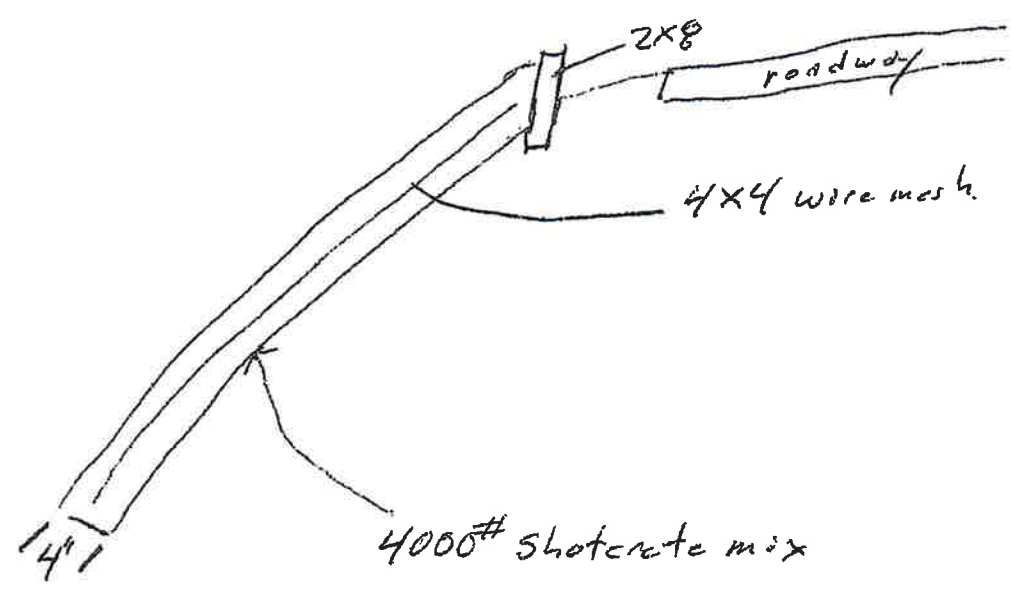
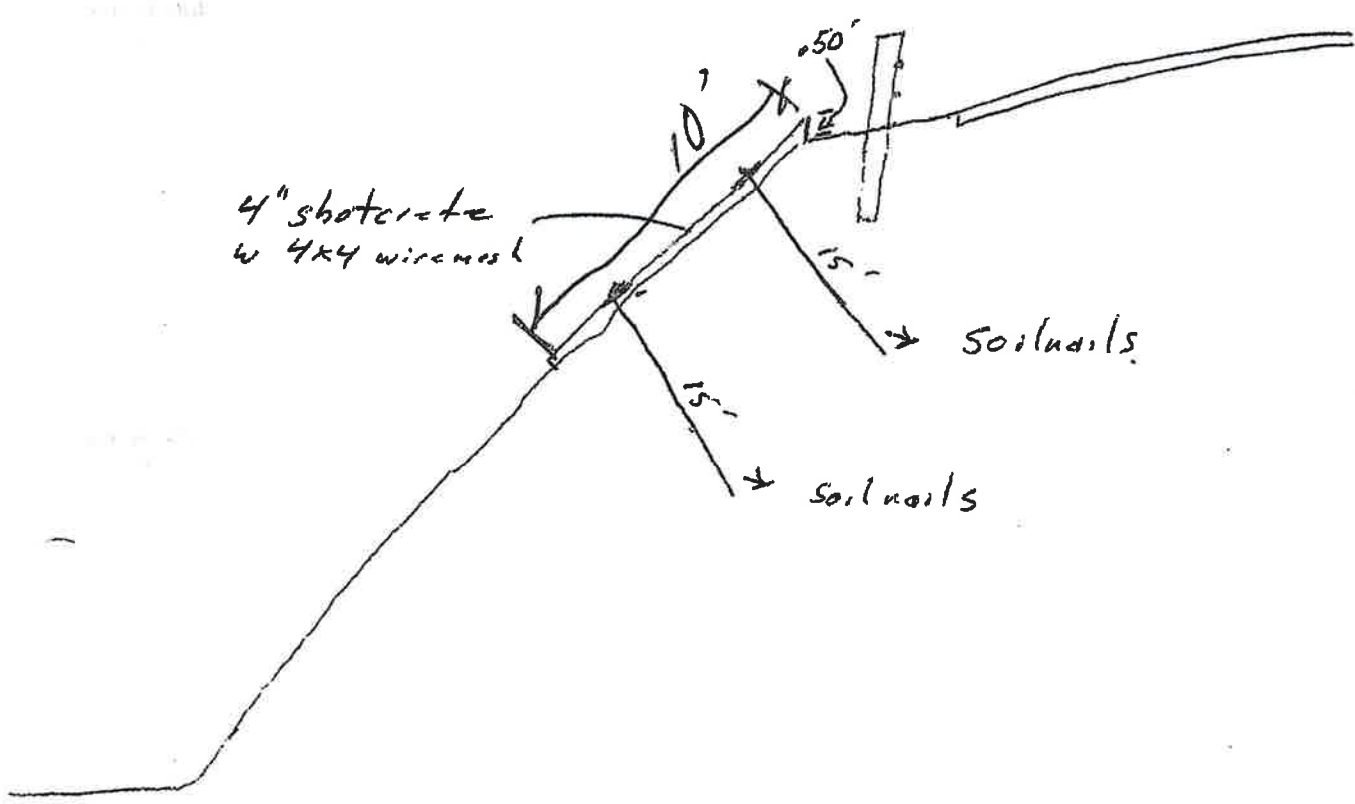
Signature Title Date



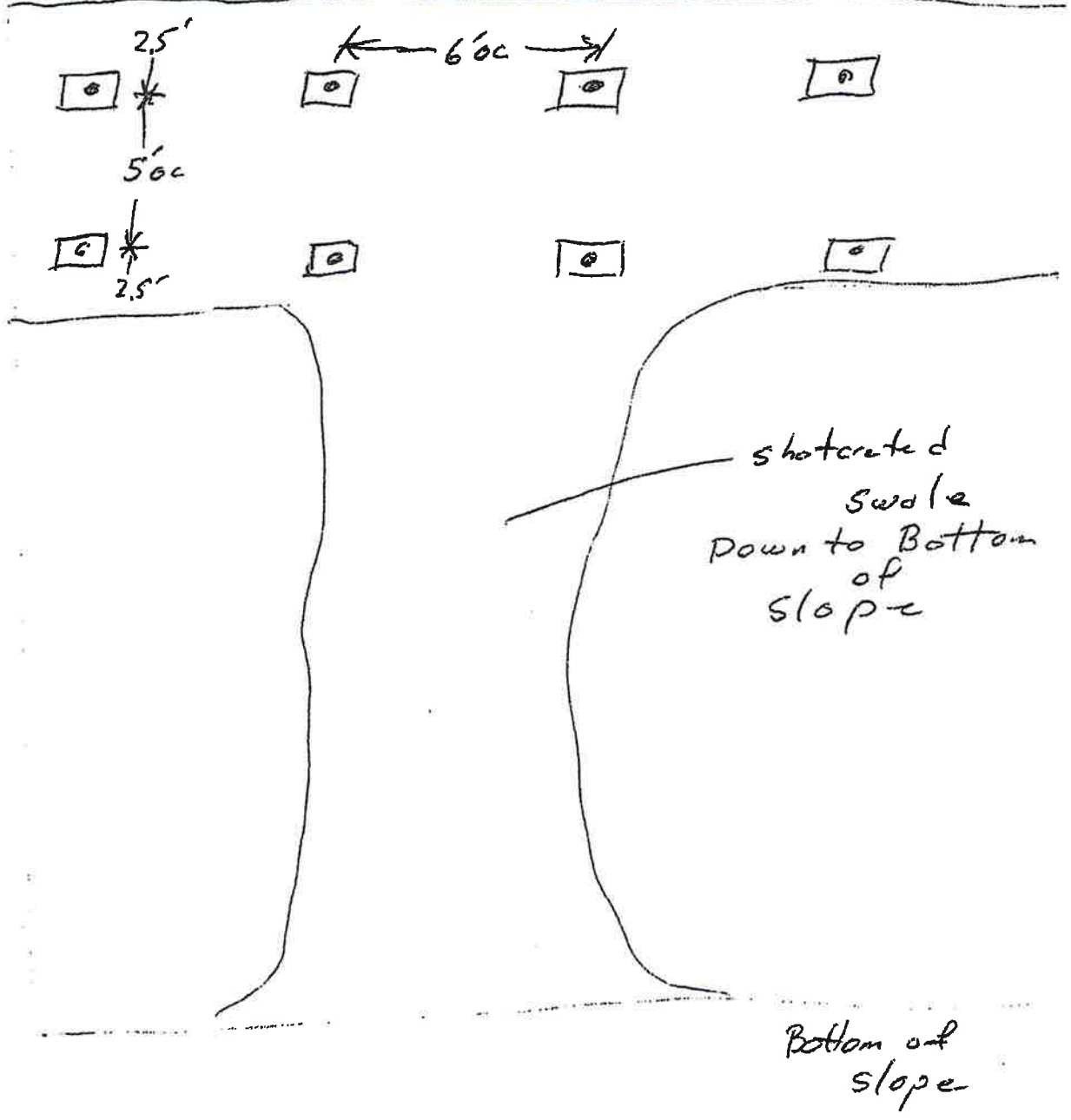
1 SOIL NAIL DETAIL
N.T.S.

2 SOIL NAIL DETAIL
N.T.S.

Weston Ct. Volley Forge Rd Slope Stabilization $\frac{1}{3}$



Existing Rd.





Affirmative Action/ equal opportunity employer

**P.O. Box 248
Stonington, CT
06378 860-535-4025
www.nationalshoring.com**

December 8th 2021

ATTN: John Conti
Town-Engineer of Weston, CT
(203) 313-9759

RE: Slope Stabilization on Newtown TPKE

Dear Bidder,

National Shoring is pleased to present this proposal to install earth support along approximately 90' of Newtown TPKE., Weston, CT. This proposal and its' attachments will become part of the contract between National Shoring LLC and the G.C.

Description of Work

Install earth support for approximately 90 linear feet using H Beam & Southern Yellow Pine Lagging along roadway gutterline. Lagging to be 7' in depth along entire area and piles imbedded approximately 20' into ground. This proposal includes all labor, equipment, and material. Price excludes disposal of existing wood timbers.

We anticipate working Monday through Friday. Mobilization date is scheduled after the signing of the contract. Our schedule of prices and general terms and conditions are attached. We trust that this proposal is acceptable to you and we look forward to being of service to you. If you wish to discuss any points of this proposal in more detail, please do not hesitate to call me at 860-535-4025.

Existing power poles to be removed by other if needed.

Sincerely,

Peter H. Bove

Peter H. Bove
Member

SCHEDULE OF PRICES & VALUES

Item Number	Description	Unit Price	U/M	QTY	Extended Price
	Mobilization	\$ 15,000.00	LS	1	\$ 15,000.00
Option 1	Soldier Pile & Lagging Installation	\$ 104,000.00	LS	1	\$ 104,000.00
Option 2	Steel Sheet Piling Installation	\$ 130,000.00	LS	1	\$ 130,000.00
TOTAL					\$

National Shoring’s proposal is based upon carrying out the work in an unobstructed manner working 8-hour shifts, Monday through Friday, in a single uninterrupted visit to the site. In the event that National Shoring’s production is hampered by reasons beyond our immediate control, National Shoring shall be reimbursed for standby personnel and equipment at the rate of \$930.00 per hour.

A. GENERAL TERMS AND CONDITIONS

The following facilities and services are to be provided to National Shoring by others free of all costs to National Shoring.

Sales Tax

Any and all taxes related to National Shoring’s work.

Site Access

1. Preparation and maintenance of clear, well drained, uninterrupted access ways and working platform suitable for National Shoring’s equipment moving under its own power. Access includes adequate ramps at suitable levels and should be available to us at the time and to the extent necessary to suit our operations.
2. Our operation includes engines, compressors, vibration and associated noise levels. General Contractor should ensure neighbors are neighbors are informed.
3. Free and clear of electrical wires and underground obstruction.
4. Excess excavated material removed by G.C.
5. Removal of drill spoils.
6. Temporary Easement from abutting land owners

Maintenance and Protection of Traffic/ Safety Requirements

All necessary traffic devices for protection of auto and personal safety. Police/Signage/Barricades as needed, including labor.

Utilities

All existing above and below ground utilities, which may be affected by our work, shall be located and exposed, removed, or relocated. The extent and location of adjacent utilities and services left in place shall be clearly and accurately marked out on site and shown to our representative prior to the commencement of work. We cannot accept responsibility for any damage to any such utilities not thus indicated.

5. Removal

Layout

Survey and field layout of all necessary lines and grades from which National Shoring’s work can be established. Any post construction survey of National Shoring’s work shall also be performed.

Permits and Easements

All permits and easements required to legally perform the work.

Testing & Quality Control

Any and all testing related to our work excluding pull testing.

Site Yard

A secure area shall be provided on site, adjacent to our work, for our equipment.

Hazardous Materials

In the event that National Shoring encounters any material on the site, as defined in 29CFR1910, which has not been rendered harmless, National Shoring shall immediately stop work in the area affected and reported the condition to the Owner and Engineer. To the fullest extent permitted by law, the Owner and Contractor shall indemnify and hold harmless National Shoring, their agents, consultants, and employees from and against all claims, damages, losses, and expenses, including but not limited to Attorney's fee arising out of resulting from performance of the work in the affected area.

B. PAYMENT TERMS

Net 10 days after payment to G.C. from Owner. No retainage. An additional cost per month and all costs of collection including attorney's fees and Court costs will be added to overdue invoices.

C. OTHER CONDITIONS

Full Compensation: It is understood that National Shoring will receive full compensation for its work, as set forth in the Schedule of Prices above, for all work performed to the satisfaction of the Owner regardless of any adjustments or audits made by the Owner due to the "Change Order" or "Claim" nature of this work.

Changed to

Changed Condition: If the ground, structure, or site condition differ from those that we thought reasonably to have foreseen, we reserve the right to obtain an equitable price adjustment to compensate us for extra work as a result of a change in condition.

Bonds: The cost of a bond premium is not included in our contract price.

Confidentiality: All specifications, drawings and technical data submitted by National Shoring are to be treated as confidential and shall not be disclosed to any third party without express consent. Such information shall remain our property and be returned to us upon demand.

Added to

Insurance: National Shoring will provide the following Insurance with limits as shown:

1. Comprehensive General Liability: \$1,000,000.00 (Combined Single Limit Bodily Injury and Property Damage)
2. Automobile Liability: \$500,000.00 (Combined Single Limit, Bodily Injury and Property Damage)
3. Workers Compensation- Statutory.
4. Umbrella- \$5,000,000.00
5. If Waiver of Subrogation is required, the additional cost will be passed on to the G.C.

Force Majeure: We cannot accept any liability for default or delay to the completion of our work when caused by strike, riot, war, or Act of God or other similar circumstances beyond our control.

Liability: No liability can be accepted by us, nor shall we accept as in any way our responsibility defects of any kind whatsoever arising from cause which is outside our immediate control or knowledge or for any fault in the junction between our work and subsequent work carried out by others.

Indemnity: Subject to the terms of the Liability Clause above, and to the correct soil conditions having been provided to us prior to our work, we shall indemnify and hold harmless the Owner and Architect and their agents and employees from and against all claims, damages, losses and expenses, including Attorney's fees, arising out of or from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in the whole or in part by any negligent act of National Shoring, its Subcontractor, anyone directly or indirectly employed by anyone of them or anyone for whose acts any of them may be liable. Regardless of whether or not it is caused in part by party indemnified hereunder the limit of Liability shall be \$1,000,000.00

Exclusions: Any items of work not specified included in this proposal shall not be the responsibility of National Shoring LLC.

Period of Acceptance: This proposal is offered for acceptance for a period of 30 days.

Contractor

National Shoring LLC

Signature

Title

Date

Signature

Title

Date

Period of

Period of



Typical Steel Sheet Piling



Typical Soil Nail Construction



Typical Soil Nail Construction

October 25, 2021

Town of Weston CT, Dept. of Public Works
56 Northfield Rd.
Weston CT 06883

via email: jconte@westonct.gov

Subject: Install sheet pile retaining wall, Valley Forge Rd., Westport, CT.

NSI has prepared this proposal to provide the labor, equipment and materials associated with the design and installation of the shoring system for permanent sheet pile retaining wall at the subject location. The following scope was prepared by NSI based on provided site and project information.

SCOPE

Pre-mobilization Activities

- Schedule work with Client.
- Obtain Call Before You Dig ticket.
- Provide copies of insurance certificates.
- NSI to determine line voltage of nearby overhead wires.
- NSI will furnish shoring design and plans prepared by a Professional Engineer licensed in the State of Connecticut.
- Design based on the following assumed soil properties: Medium Dense sand and gravels. Existing ground at El. 318.0. Groundwater unknown.
- Pre-excavation of a dewatered level area 3 feet x 124 feet.
- Provide staked layout of ends and every 25 ft.

Shoring Installation and Removal

- Install a 1-sided shoring system approximately 120 feet. Maximum depth of retained soil is 2'.
- Sheet pile interlocks are not watertight.
- Sheet piles left in place.

COST

- **Furnish and install: \$216,000.00 LS**

COST

6 Wright Avenue, Merrimack, NH 03054-4117
700 West Center Street, Suite 7, West Bridgewater, MA 02379
P: 603-377-7437 · F: 603-429-1313 · C: 401-996-8334
JaySweet@NSIContracting.com · Info@NSIContracting.com · www.NSIContracting.com

Assumptions and Exclusions

- Proposal does not include excavation, removal of obstructions, dewatering, backfilling, 30'x40' level crane pads, test pits, traffic control, decontamination of materials, sanitary facility, protective fence/guardrail, and tree & stump cutting/removal.
- Proposal does not include survey or staking out the corners of the shoring system.
- This proposal assumes that there will be up to 15' of drivable soil using our ICE 14D vibratory hammer (2' per minute per pair of sheet piles).
- Overhead electric wires, if within 30' of shoring system, to have line voltage determined. Minimum clearance from wires is 10' for line voltages less than 50kV.
- 75' maximum crane pick length (center of crane pin to furthest point).
- No overhead restrictions, Level D hazardous conditions, non-union, non-OCIP, no bonds, is **sales tax exempt and is prevailing wage.**
- Rock, soil and other debris can accumulate behind tops of sheet piles. OSHA requires that at a minimum, the top 18" behind the sheet piles be clear of ALL materials/debris. This debris must be removed to prevent debris from falling on workers below and excess weight on the bracing. Since NSI is only on site to install the shoring, the Client will be responsible for keeping the sheet piles and bracing beams clear of soil, rocks, debris, etc.
- Preconstruction building survey(s), obtaining permission to access the buildings for inspection, vibration monitoring and movement monitoring excluded but can be obtained at additional cost.
- This proposal does not include the preparation of Local, State or Federal Permits.
- NSI is not responsible for damage to buildings/structures/utilities from pile driving operations except for negligence on the part of NSI.
- NSI will have full access to excavation locations and space to stage equipment and/or materials.
- NSI will not be responsible for damage to unmarked or inaccurately marked structures/utilities, nor associated losses, nor costs of repair(s).
- Proposal assumes 7 AM to 6 PM unrestricted weekday working hours Monday through Friday.
- NOTE: Projects near airports may require FAA permit which can take up to 45 days to obtain.

Additional Services

- Delays in work not caused by NSI may result in additional charges of \$750.00 per hour.
- Unless otherwise noted, steel left in place and/or damaged will be billed at cost of replacement based on steel market at time of replacement.
- NSI can furnish, install and remove an OSHA compliant timber guardrail system at additional cost. Contact NSI for a quote.
- Additional engineering services billed at \$125.00 per hour, portal-to-portal plus \$0.55 per mile.
- Differing site, soil and water table may result in additional charges.

TERMS AND CONDITIONS

Invoices are due upon receipt. All invoices not paid when due shall accrue interest at the rate of 1-1/2% per month. In the event the invoice turned over for collection, Client agrees to pay all costs associated with collection including reasonable attorney's fees. Quote is valid for a period of thirty-(30) days. The prices quoted are based upon provided information: however, if the material is not as represented, it could result in off-specification charges. Should unforeseen events arise outside the Project Scope or conditions exist that were not observable during the initial site visit, additional costs may apply.

Work scheduled upon receipt of signed proposal or mutually agreed contract.

Should this quotation meet with your approval, please sign the authorization and return original document via fax or regular mail. Thank You for calling on NSI for your excavation shoring needs.

Sincerely,

NSI Contracting LLC

Jay-D. Sweet, P.E.

AUTHORIZATION

If the Proposal is understood and accepted, please sign both copies and return one to NSI. By accepting the Client authorizes NSI to commence services described in this proposal as defined herein and grants access, at reasonable times, to the described property. This proposal is valid for a period of thirty (30) days.

For Weston DPW:

Name (print) _____ Signature _____ Date _____

October 25, 2021

Town of Weston CT, Dept. of Public Works
56 Northfield Rd.
Weston CT 06883

via email: jconte@westonct.gov

Subject: Install sheet pile retaining wall and cap, Newtown Turnpike, Westport, CT.

NSI has prepared this proposal to provide the labor, equipment and materials associated with the design and installation of the shoring system for permanent sheet pile retaining wall at the subject location. The following scope was prepared by NSI based on provided site and project information.

SCOPE

Pre-mobilization Activities

- Schedule work with Client.
- Obtain Call Before You Dig ticket.
- Provide copies of insurance certificates.
- NSI to determine line voltage of nearby overhead wires.
- NSI will furnish shoring design and plans prepared by a Professional Engineer licensed in the State of Connecticut.
- Design based on the following assumed soil properties: Medium Dense sand and gravels. Existing ground at El. 178.0. Groundwater unknown.
- Pre-excavation of a dewatered level area 3 feet x 124 feet.
- Provide staked layout of ends and every 25 ft.

Shoring Installation and Removal

- Install a 1-sided shoring system approximately 120 feet. Maximum depth of retained soil is 3'.
- Sheet pile interlocks are not watertight.
- Sheet piles left in place.
- Install steel channel cap.

COST

- **Furnish and install: \$244,000.00 LS**

6 Wright Avenue, Merrimack, NH 03054-4117
700 West Center Street, Suite 7, West Bridgewater, MA 02379
P: 603-377-7437 · F: 603-429-1313 · C: 401-996-8334

JaySweet@NSIContracting.com · Info@NSIContracting.com · www.NSIContracting.com

Assumptions and Exclusions

- Proposal does not include excavation, removal of obstructions, dewatering, backfilling, 30'x40' level crane pads, test pits, traffic control, decontamination of materials, sanitary facility, protective fence/guardrail, and tree & stump cutting/removal.
- Proposal does not include survey or staking out the corners of the shoring system.
- This proposal assumes that there will be up to 15' of drivable soil using our ICE 14D vibratory hammer (2' per minute per pair of sheet piles).
- Overhead electric wires, if within 30' of shoring system, to have line voltage determined. Minimum clearance from wires is 10' for line voltages less than 50kV.
- 75' maximum crane pick length (center of crane pin to furthest point).
- No overhead restrictions, Level D hazardous conditions, non-union, non-OCIP, no bonds, **is sales tax exempt and is prevailing wage.**
- Rock, soil and other debris can accumulate behind tops of sheet piles. OSHA requires that at a minimum, the top 18" behind the sheet piles be clear of ALL materials/debris. This debris must be removed to prevent debris from falling on workers below and excess weight on the bracing. Since NSI is only on site to install the shoring, the Client will be responsible for keeping the sheet piles and bracing beams clear of soil, rocks, debris, etc.
- Preconstruction building survey(s), obtaining permission to access the buildings for inspection, vibration monitoring and movement monitoring excluded but can be obtained at additional cost.
- This proposal does not include the preparation of Local, State or Federal Permits.
- NSI is not responsible for damage to buildings/structures/utilities from pile driving operations except for negligence on the part of NSI.
- NSI will have full access to excavation locations and space to stage equipment and/or materials.
- NSI will not be responsible for damage to unmarked or inaccurately marked structures/utilities, nor associated losses, nor costs of repair(s).
- Proposal assumes 7 AM to 6 PM unrestricted weekday working hours Monday through Friday.
- NOTE: Projects near airports may require FAA permit which can take up to 45 days to obtain.

Additional Services

- Delays in work not caused by NSI may result in additional charges of \$750.00 per hour.
- Unless otherwise noted, steel left in place and/or damaged will be billed at cost of replacement based on steel market at time of replacement.
- NSI can furnish, install and remove an OSHA compliant timber guardrail system at additional cost. Contact NSI for a quote.
- Additional engineering services billed at \$125.00 per hour, portal-to-portal plus \$0.55 per mile.
- Differing site, soil and water table may result in additional charges.

TERMS AND CONDITIONS

Invoices are due upon receipt. All invoices not paid when due shall accrue interest at the rate of 1-1/2% per month. In the event the invoice turned over for collection, Client agrees to pay all costs associated with collection including reasonable attorney's fees. Quote is valid for a period of thirty-(30) days. The prices quoted are based upon provided information: however, if the material is not as represented, it could result in off-specification charges. Should unforeseen events arise outside the Project Scope or conditions exist that were not observable during the initial site visit, additional costs may apply.

Work scheduled upon receipt of signed proposal or mutually agreed contract.

Should this quotation meet with your approval, please sign the authorization and return original document via fax or regular mail. Thank You for calling on NSI for your excavation shoring needs.

Sincerely,

NSI Contracting LLC

Jay D. Sweet, P.E.

AUTHORIZATION

If the Proposal is understood and accepted, please sign both copies and return one to NSI. By accepting the Client authorizes NSI to commence services described in this proposal as defined herein and grants access, at reasonable times, to the described property. This proposal is valid for a period of thirty (30) days.

For Weston DPW:

Name (print) _____ Signature _____ Date _____

12. Update on the Calvary Road Bridge project: No motion.

NEWS RELEASE

December 9, 2021

Contact:
Jonathan Luiz
Weston Town Administrator
203.222.2677
jl Luiz@westonct.gov

Update on the Cavalry Road Bridge Replacement Project

The Towns of Westport and Weston announce that the Cavalry Road Bridge Replacement Project has suffered delays related to various aspects of the construction that are beyond the Towns' control.

The Project calls for the existing two-span bridge to be replaced with a single, longer span structure that will provide more hydraulic conveyance and reduce future maintenance needs.

The contractor experienced complications associated with installing the proposed bridge deep foundations. This task required additional testing to ensure the proposed bridge is adequately supported.

In addition, the process of installing large prefabricated concrete girders has taken longer than expected. The bridge is located on a rural local road and installing the girders with the least amount of impacts to the residents and the regulated waterway is a high priority.

The Towns continue to collaborate with the Contractor and will make every effort to complete the project as soon as possible.

We apologize for the inconvenience, and thank you for your patience.

**13. Approval of tax refunds totaling \$13,833.77: I
move to approve tax refunds totaling
\$13,833.77, as presented.**

Refunds

The reason the Town would refund money to the taxpayer is one of the following:

1. Motor vehicle bills change sometimes after a taxpayer has paid. The taxpayer may have gotten rid of the vehicle and the bill was adjusted by the Assessor which created a credit balance.
2. Leasing companies will typically pay a full year's tax bill first and ask for adjustments later. They will request a refund for any credit amounts.
3. When a taxpayer pays their real estate tax bill and the escrow company also pays it may create a credit balance. This sometimes occurs when there has been a refinance or transfer of ownership.

Taxpayers, Leasing companies, and Escrow companies all must request a refund in writing and then it goes before the Board of Selectman for approval.

The Tax Collector's office typically sends a batch of refund requests once a month for approval.

2020-3-51552	DAIMLER TRUST	\$	153.93	11/19/2021	AR32492
2020-3-51543	DAIMLER TRUST	\$	308.46	11/19/2021	AM56624
2020-3-58111	FINANCIAL SER VEH TRUST	\$	136.52	11/19/2021	AJ67448
2019-3-52307	FINANCIAL SER VEH TRUST	\$	182.80	11/19/2021	AJ12095
2020-3-53182	HONDA LEASE TRUST	\$	136.81	11/19/2021	AP41532
2020-3-53177	HONDA LEASE TRUST	\$	201.97	11/19/2021	AN42052
2020-3-53529	JP MORGAN CHASE NA	\$	319.75	11/19/2021	AK52920
2020-3-53577	JP MORGAN CHASE NA	\$	268.13	11/19/2021	AR15441
2020-3-53502	JP MORGAN CHASE NA	\$	326.63	11/19/2021	9ASJS4
2020-3-54965	MORNEAU DENNIS	\$	158.35	11/19/2021	AV2456
2020-3-55686	PORSCHE LEASING LIMITED	\$	849.47	11/19/2021	AJ09264
2020-3-56244	SCARIATI ROSEMARY	\$	703.01	11/19/2021	AS95417
2020-3-57075	TOYOTA LEASE TRUST	\$	78.94	11/19/2021	AP15909
2020-3-57071	TOYOTA LEASE TRUST	\$	68.21	11/19/2021	AN85721
2020-3-57035	TOYOTA LEASE TRUST	\$	58.14	11/19/2021	AF36219
2020-3-56977	TOYOTA LEASE TRUST	\$	463.12	11/19/2021	174ZPY
2020-3-57005	TOYOTA LEASE TRUST	\$	332.43	11/19/2021	821XTV
2020-3-57054	TOYOTA LEASE TRUST	\$	593.78	11/19/2021	AL03661
2020-3-57152	TOYOTA LEASE TRUST	\$	728.42	11/19/2021	1SMINE
2020-3-57069	TOYOTA LEASE TRUST	\$	207.83	11/19/2021	ANS0365
2020-3-56973	TOYOTA LEASE TRUST	\$	132.67	11/19/2021	113YZD
2020-3-57038	TOYOTA LEASE TRUST	\$	311.88	11/19/2021	AG37857
2020-3-57058	TOYOTA LEASE TRUST	\$	461.40	11/19/2021	AL38471
2020-3-57062	TOYOTA LEASE TRUST	\$	1,387.41	11/19/2021	AM20323
2020-3-57073	TOYOTA LEASE TRUST	\$	220.63	11/19/2021	AP15357
2020-3-57077	TOYOTA LEASE TRUST	\$	276.04	11/19/2021	AP39472
2020-3-57117	TOYOTA LEASE TRUST	\$	330.35	11/19/2021	AV60417
2020-3-57151	TOYOTA LEASE TRUST	\$	775.76	11/19/2021	HBTW0
2020-3-57013	TOYOTA LEASE TRUST	\$	397.18	11/19/2021	930YHV
2020-3-57042	TOYOTA LEASE TRUST	\$	322.74	11/19/2021	AH12524
2020-3-57048	TOYOTA LEASE TRUST	\$	490.24	11/19/2021	AJ89225
2020-3-57063	TOYOTA LEASE TRUST	\$	360.62	11/19/2021	AM28950
2020-3-57564	VW CREDIT LEASING LTD	\$	669.33	11/19/2021	AK28962
2020-3-57572	VW CREDIT LEASING LTD	\$	180.73	11/19/2021	AL39296
2020-3-57566	VW CREDIT LEASING LTD	\$	407.12	11/19/2021	AK31000
2020-3-57580	VW CREDIT LEASING LTD	\$	472.50	11/19/2021	AM59612
2020-3-57576	VW CREDIT LEASING LTD	\$	360.47	11/19/2021	AM05527
TOTAL		\$	13,833.77		SUBMITTED FOR 12/16/2021 MEETING

14. Approval of the unapproved minutes from the Board of Selectmen Special Meetings held October 7, 2021, October 8, 2021, November 15, 2021, November 29, 2021, December 2, 2021 and December 6, 2021: **I move to approve the unapproved minutes from the Board of Selectmen Special Meetings held October 7, 2021, October 8, 2021, November 15, 2021, November 29, 2021, December 2, 2021 and December 6, 2021, as presented.**

Board of Selectmen
Special Meeting Minutes
Monday, December 6, 2021 at 2:30 pm
Meeting held remotely due to COVID 19

1. Call to order: First Selectwoman Nestor called the meeting to order at 2:46 pm with Selectman Martin Mohabeer and Selectwoman Amy Jenner present. Town Administrator Jonathan Luiz was also present.
2. Pledge of Allegiance: Selectwoman Amy Jenner led in the recitation of the pledge.
3. Discussion/Decision to authorize the First Selectman to sign a License Agreement with the Friends of Lachat, Inc. The license agreement concerns the construction of a new educational center at the Lachat Town Farm.
Selectwoman Jenner MOVED to authorize the First Selectwoman Selectman to sign a License Agreement with the Friends of Lachat, Inc., as presented with the lone change being that funds from the Friends of lachat, Inc. be deposited into an escrow account. Selectman Mohabeer seconded. The motion passed unanimously.
4. Adjournment: **Selectwoman Jenner motioned to adjourn. The motion was seconded by Seletman Mohabeer. The motion passed unanimously.**

Minutes submitted by Jonathan Luiz.

**Board of Selectmen
Special Meeting Minutes
December 2, 2021 at 7:00 pm
Meeting held remotely due to COVID 19**

1. **Call to order:** First Selectwoman Samantha Nestor called the meeting to order at 7pm, also in attendance were Selectman Martin Mohabeer, Selectwoman Amy Jenner, former First Selectman Chris Spaulding, former Selectman Stephan Grozinger, Town Administrator Jonathan Luiz, Facilities Optimization Chair Rick Bertasi, Gayle Weinstein, BOE Members, BoF members, Beautification Committee Chair Nancy Thiel.
2. **Pledge of Allegiance:** Dr. Spaulding and Mr. Gozinger lead in the Pledge of Allegiance
3. **Proclamation for Former First Selectman Chris Spaulding:** Mr. Grozinger and First Selectwoman Nestor thanked Dr. Spaulding for all of his contributions to our community. First Selectwoman read the proclamation for the former First Selectman.
4. **Rick Bertasi Chairman of the Facilities Optimization Committee provides update overview on activities to date for new members of the Board of Selectmen, Board of Finance and Board of Education:** First Selectwoman Nestor explained the reason for this overview is to bring newly elected members of the Boards of Selectmen, Finance and Education up to speed on the current status of the STEAM project. She introduced Facilities Optimization Chair Rick Bertasi along with fellow member Gayle Weinstein to provide the update. Mr. Bertasi went through a PowerPoint Presentation that was initially presented at a public meeting held November 17, 2021. Questions were heard from Selectman Mohabeer, Selectwoman Jenner and Board of Education Member Mr. David Felton.
5. **Discussion about the Town Green project:** First Selectwoman Nestor introduced Beautification committee Chair Nancy Thiel to provide an update and overview of the plans for the Town Green project. She mentioned that they had received all of the approvals from Planning and Zoning and the Historic District Commission, and need approvals from the Board of Selectmen to move forward with fundraising. The Board of Selectmen expressed their resounding support for this project. Ms. Theil mentioned that they hope to begin work on this in the Spring of 2022.
6. **Discussion/ Decision for a supplemental appropriation of \$77,800 for accurate needs assessment for applications for publicly available funding opportunities:** First Selectwoman Nestor gave an update on potential revenues that are available to the Town via various competitive grants. She went on to explain the need for a Town Facilities Assessment by Tecton that would cost \$58,800 and the need for a Septic Analysis by Dymar that would cost up to \$19,000. First Selectman Nestor explained that the work product would enable the Town to potentially gain access to millions of infrastructure dollars from federal and state programs. There was much discussion amongst the Board of Selectmen about the scope of work for the Septic Analysis. Selectwoman Jenner made a motion to separate out the two applications. The motion was not seconded. Selectman Mohabeer moved to approve a supplemental appropriation of \$77,800 for an accurate needs assessment for applications for publicly available funding opportunities as presented . Selectwoman Jenner seconded this. The motion carried 2-1, with Selectwoman Jenner voting in opposition

7. **Reminder about the Police Engagement program scheduled for 12/4/21 from 10am- 2pm at the High School:**
Selectman Mohabeer described the program as one that has been run out of the Statford Police Department. Originally brought to Weston by the DEI Advisory Committee, the Weston Police Department has already had two trainings on this already, and the next step is to bring this to the public.
8. **Discussion/ decision concerning a recommendation from the Commission on Aging to institute a vaccine mandate at the Senior Center:** This item has been withdrawn.
9. **Acceptance of Vicky Brakl's resignation from the Diversity Equity and Inclusion Advisory Committee:**
Selectwoman Jenner moved to accept Vicky Brakl's resignation from the Diversity Equity and Inclusion Advisory Committee. Selectman Mohabeer seconded this. The motion carried unanimously.
10. **Approval of the minutes from The Board of Selectmen Special Meetings held on October 21, 2021 and November 18, 2021:** Selectman Mohabeer moved to accept the minutes from the October 21, 2021 Special Meeting. First Selectwoman Nestor seconded this. The motion carried 2-0-1 with Selectwoman Jenner abstaining. Selectwoman Jenner moved to approve the minutes from the November 18, 2021 Special Meeting. Selectman Mohabeer seconded this. The motion carried 2-0-1 with Selectwoman Jenner abstaining.
11. **Adjournment:** Selectwoman Jenner moved to adjourn at 9.17pm Selectman Mohabeer seconded. The motion carried unanimously.

Minutes submitted by: Sara Beer, Executive Administrative Assistant

**Board of Selectmen
Special Meeting Minutes
November 29, 2021 at Noon
Meeting held remotely due to COVID 19**

1. **Call to order:** First Selectwoman Samantha Nestor called the meeting to order at Noon. Also in attendance were Selectman Martin Mohabeer, Selectwoman Amy Jenner and Town Administrator Jonathan Luiz.
2. **Pledge of Allegiance:** Selectwoman Jenner led in the recitation of the Pledge of Allegiance.
3. **Discussion/decision to hire Aarti Paranjape as Land Use Administrative Assistant:** This item was tabled.
4. **Discussion/decision to establish goals/objectives:** The Board of Selectmen members discussed their goals and objectives, which are listed below. Ultimately, the BOS will finalize the items and prioritize them.

Investigate adopting a blight ordinance (update current ordinance)	Promote Everbridge as a go-to source for town news
Investigate adopting a noise ordinance	Revisit a construction start/stop time ordinance
Review all ordinances on the books for relevancy	Move forward with a dog park
Review current projects in progress	Create welcome packet for board members
Suggest native species plantings & pollinator plantings via Land Use	Create a ten year capital improvement plan
Possibly ban pesticides	Pursue Sustainability Silver status
Establish a road safety plan with respect to pedestrian safety	Meet w/ boards to review goals/charges
Explore "cottage housing" to help achieve affordable housing goals	Pursue internet improvements unless Altice will do it
Pursue shared services with other towns & the school district	Support the Town Center businesses
Look for opportunities to diversify revenues	Continue with community events
Seek outsourcing opportunities to achieve 2% expenditure savings	Hold a state of the Town meeting twice a year
Investigate ways to increase voter participation (ie, budget vote)	Town Green project
Periodically review the status of stated goals and objectives	Sidewalk projects
Pursue zero-based budgeting	Bridge projects
Ask P&R to evaluate Weston's recreational needs in light of Covid	Road improvement plan and implementation
Review position need when town employee vacancies arise	Drinking water system projects (2)
Actively support local zoning	Septic analysis for municipal and school buildings
Plan for periodic pulse survey or similar undertaking	STEAM work concerning facilities
Encourage customer service expectations for police	Land Mobile Radio project
Investigate the creation of a police civilian review board	Examine the number of appointed boards
Pursue DEI training for elected/appointed officials and staff	Charter Revision
Purchasing Policy	Economic Development
	New Employee Handbook

5. **Adjournment:** Selectwoman Jenner moved to adjourn at 6pm. Selectman Mohabeer seconded this. The motion carried unanimously.

Minutes submitted by: Jonathan Luiz, Town Administrator.

**Board of Selectmen
Special Meeting Minutes
Monday, November 15, 2021 at 2pm
Meeting held remotely due to COVID 19**

1. **Call to order:** First Selectwoman Samantha Nestor called the meeting to order at 2pm. Also in attendance were Selectman Martin Mohabeer, Selectwoman Amy Jenner, Town Administrator Jonathan Luiz
2. **Pledge of Allegiance:** Selectwoman Jenner led in the recitation of the Pledge of Allegiance.

First Selectwoman Nestor gave an overview into the Town Charter and stipulations for the first meeting requirements after an election.

3. **Discussion/decision to approve a collective bargaining agreement for the Weston dispatchers:** Mr. Luiz reviewed the agreement and briefly explained the differences along with the financial impact year over year. Selectman Mohabeer asked how this compared to other municipalities state wide. Mr. Luiz said that it is very comparable. Selectwoman Jenner moved to approve a collective bargaining agreement with the Weston Dispatchers' Union for the period of July 1, 2021 thru June 30, 2025, as presented. Selectman Mohabeer seconded. The motion carried unanimously.
4. **Discussion/decision to hire Linda Gilmore as Senior Center Program Coordinator:** Senior Center Director Wendy Petty said some words of support for Linda Gilmore mentioning her prior experience within the department as well as her rapport with the visitors to the Senior Center. Selectwoman Jenner moved to hire Linda Gilmore as Senior Center Program Coordinator effective today. Selectman Mohabeer seconded this. The motion carried unanimously.
5. **Fixing of the time and place of the regular meetings of the Board of Selectmen:** First Selectwoman Nestor explained the reasoning for this. Selectman Mohabeer moved to adopt the Board of Selectmen regular meeting schedule as presented, and that regular meetings be held remotely via Zoom and/or in person in the Town Hall Meeting Room. Selectwoman Jenner seconded this. The motion carried unanimously.
6. **Election of a Selectman who shall act as First Selectman in the event the First Selectwoman is temporarily absent:** Mr. Luiz reviewed section 4.3 and 5.2 of the Town Charter which says that the Board of Selectmen need to do this within the first two weeks of the election along with a brief description on what this person can and cannot do. Selectwoman Jenner moved that Selectman Martin Mohabeer shall act as First Selectman in the event First Selectwoman Nestor is temporarily absent, pursuant to Section 5.2 of the Weston Town Charter. Selectman Mohabeer seconded this. The motion carried unanimously.
7. **Adjournment:** Selectman Mohabeer moved to adjourn the meeting at 2.28pm. Selectwoman Jenner seconded this. The motion carried unanimously.

Minutes submitted by: Sara Beer, Executive Administrative Assistant

**Board of Selectmen
Special Meeting Minutes
October 8, 2021 10:00 AM
The meeting will be held remotely via Zoom due to Covid**

1. Call to order: First Selectwoman Samantha Nestor called the meeting to order at 10.02am, also in attendance were Selectman Stephan Grozinger, Selectman Martin Mohabeer and Town Administrator Jonathan Luiz.
2. Discussion/ Decision to enter into executive session for the purpose of discussing a pending legal claim relating to the use of the Lachat Town Farm property. Selectman Grozinger moved to enter into executive session for the purpose of discussing a pending legal claim relating to the use of the Lachat Town Property, invited to attend are Town Administrator Jonathan Luiz and Ira Bloom Town Attorney. This was seconded by Selectman Mohabeer. The motion carried unanimously.
3. Adjournment: the meeting adjourned at 11.45am

Minutes submitted by: Sara Beer, Executive Administrative Assistant

Board of Selectmen
Special Meeting Minutes
October 7, 2021 at 7:00 pm
Meeting held remotely due to COVID 19

1. **Call to order:** First Selectwoman Samantha Nestor called the meeting to order at 7pm. Also in attendance were Selectman Stephan Grozinger, Selectman Martin Mohabeer, Town Administrator Jonathan Luiz, Fire Chief John Pokorny, WVFD President Craig Cohen, Lt. Marc Barenberg, Alissa Stoltz, Ellen Crown, Charles Cuggino, Kathy Ferrier, Tracey Alston and Sean Redding from Eversource, Land Use Director Tracy Kulikowski, and town residents participating.
2. **Pledge of Allegiance:** Sarah Hutchison lead the Pledge of Allegiance
3. **Notification of upcoming community events:** First Selectwoman Nestor gave a general overview of the agenda.
4. **Proclamation for Fire Prevention Week:** First Selectwoman Nestor welcomed Fire Chief John Pokorny, WVFD President Craig Cohen, and Marc Barenberg to the meeting and read the Fire Prevention Week Proclamation.
5. **Discussion concerning the Weston Volunteer Fire Department receiving an Assistance to Firefighter grant:** Town Administrator Jonathan Luiz gave a brief overview of the grant, and introduced Fire Chief John Pokorny to speak in more detail. Chief Pokorny mentioned that they had received \$260,000 the Assistance to Firefighters Grant from FEMA to upgrade their Self Contained Breathing Apparatus (SCBA) that are currently outdated. He recognized Marc Barenberg who wrote the grant that was awarded. Mr. Barenberg went into more detail mentioning that only 20% of applicants are awarded these grants.
6. **Acceptance of Kirby Brendsel's resignation from the Lachat Town Farm Commission, Sustainable Weston Committee, and the Weston Parks and Recreation Committee:** Stephan Grozinger moved to accept Kirby Brendsel's resignation from the Lachat Town Farm Commission, Sustainable Weston Committee, and the Weston Parks and Recreation Committee effective immediately. Selectman Mohabeer seconded this. The motion carried unanimously.
7. **Interview of Alissa Stoltz for the Lachat Town Farm Commission:** The Board of Selectmen interviewed Alissa Stoltz for a position on the Lachat Town Farm Commission.
8. **Interview of Ellen Crown for a position on the Beautification Committee:** The Board of Selectmen interviewed Ellen Crown for a position on the Beautification Committee.
9. **Interview of Charles Cuggino for the Dial-A-Ride per diem backup driver position:** Mr. Luiz explained that this is a position as a backup for the Dial-A-Ride driver who at times will need help due to things like vacation or sick days etc. The Board of Selectmen interviewed Charles Cuggino for the backup driver position.
10. **Public Workshop on the use of chemicals in Weston by Eversource and the CT Department of Transportation:** First Selectwoman Nestor explained that the Town had received many complaints from concerned residents about the use of chemicals on their property. First Selectwoman Nestor explained that the representative from the Department of Transportation was unable to attend but that they would be invited back to a subsequent meeting. She introduced Kathy Ferrier and Tracey Alston from Eversource. Ms. Ferrier presented the Eversource Transmission Vegetation Program Summary. First Selectwoman Nestor introduced Sarah Hutchison a member of the Weston Pollinator Pathway to provide more information about the Pollinator Pathway. Selectman Grozinger asked a question about incompatible species and if it would be possible to mechanically remove the plants as opposed to spraying them. Ms. Ferrier answered his questions saying that the spraying stops re-sprouting and

that this program only applies to plants that grow taller than 15ft. Mr. Redding reiterated Ms. Ferrier's comments. First Selectwoman Nestor reminded everyone that this was a 3.5 mile stretch in Weston. Selectman Mohabeer asked if the surrounding Towns had expressed opposition to spraying. Ms. Ferrier said that they had not, they did have some homeowners object to this, and that they had worked with these people on solutions. Mr. Redding said that they are also interested in promoting pollinators to which Ms. Hutchison asked if their employees were trained in identifying invasive plants. Ms. Ferrier said that they have licensed arborists that go out and identify these as they create thickets that interfere with right of way access.

First Selectwoman Nestor then opened up the workshop to the public:

The following residents commented, asked questions and expressed their opposition to chemical use:

- Christina Koether – 64 Steep Hill
 - Marina Marchese – Lyons Plain Road, Weston – owner Red Bee honey
 - Chad Hoepfner – 25 White Birch Road
 - Louise Washer – 280 Silvermine Avenue Norwalk, Norwalk Watershed
 - Carol Baldwin – 31 Fanton Hill Road
 - Chana Stein – 18 Good Hill Road
 - Betsy Peyreigne – 45 Bradley Road – Christine's Critters
 - Nancy Thiel – 69 Lyons Plains Road
 - Michelle Fracasso – 43 Wells Hill Road
 - Donna and Ron Barak – 55 River Road
 - Diane Lauricella – not Weston Resident
 - Margaret Wirtenberg – Southport
 - Nicci Wiese – 59 Ridge Road
11. **Discussion/ Decision to require that Weston Senior Center visitors be fully vaccinated against Covid:** Tabled until October 21st, 2021
12. **Acceptance of AnnMarie Fontana's resignation as Administrative Assistant effective 9/30/21:** Selectman Mohabeer move to accept AnnMarie Fontana's resignation as Administrative Assistant effective 9/30/21. Selectman Grozinger seconded this. The motion carried unanimously.
13. **Discussion/decision to establish a public hearing regarding the adoption of a Support Service Fee Ordinance:** Selectman Grozinger moved to establish a public hearing regarding the adoption of a Support Service Fee Ordinance on October 21st at 7.30pm. Selectman Mohabeer seconded this. The motion carried unanimously.
14. **Approval of Tax Refunds totaling \$10,613.24:** Selectman Mohabeer moved to approve tax refunds totaling \$10,613.24, as presented. Selectman Grozinger seconded this. The motion carried unanimously.
15. **Approval of minutes from the Board of Selectmen Meetings held September 1, 2021, September 2, 2021, September 14, 2021, September 23, 2021, and September 30, 2021:** Selectman Grozinger moved to approve the unapproved minutes from the following Board of Selectmen meetings, as presented: September 1, 2021, September 2, 2021, September 14, 2021, September 23, 2021, and September 30, 2021. Selectman Mohabeer seconded this. The motion carried unanimously.
16. **Adjournment:** First Selectwoman Nestor moved to adjourn at 9.37pm

15. Adjournment: I move to adjourn.