

**Board of Selectmen
Regular Meeting Agenda
November 3, 2022 at 7:30 pm
Meeting held via Zoom**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86280765445?pwd=M1ZnbFJwTnlwbkZlSjQwWDlQWXBKZz09>

Join by Phone: 646-558-8656

Webinar ID: 862 8076 5445

Passcode: 371685

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Overview of Veteran's Day Events**
- 4. Discussion with the Commission for the Arts on its charge and current activities**
- 5. Discussion with the President of the Weston Town Hall Employees Union Local #866, Council #4 AFL-CIO regarding memo written to First Selectwoman Samantha Nestor**
- 6. Discussion/Decision to make an appointment to the Board of Education to fill the vacancy created by the resignation of Anthony Pesco for a term ending upon the next biennial election on November 6, 2023 in accordance with Section 7.6 of the Town Charter**
- 7. Discussion/Decision to make an appointment to the Board of Finance to fill the vacancy created by the resignation of Jamie Zeppernick for a term ending upon the next biennial election on November 6, 2023 in accordance with Section 7.6 of the Town Charter**
- 8. First Selectwoman's update on meeting with Eastern Connecticut State University regarding water studies**
- 9. Approval of Hazardous Materials Response Mutual Aid Agreement**
- 10. Approval of the Fiscal Year 2023-2024 Budget Development Calendar**
- 11. Approval of Minutes from October 20, 2022 Regular Board of Selectmen Meeting**
- 12. Adjournment**

DRAFT Motions for the Nov 3rd BOS Regular Meeting

1. Call to Order: **no motion**
2. Pledge of Allegiance: **no motion**
3. Overview of Veterans Day Events: **no motion**
4. Discussion with the Commission for the Arts on its charge and current activities: **no motion**
5. Discussion with the President of the Weston Town Hall Employees Union Local #866, Council #4 AFL-CIO regarding memo written to First Selectwoman Samantha Nestor: **no motion**
6. Discussion/Decision to make an appointment to the Board of Education to fill the vacancy created by the resignation of Anthony Pesco for a term ending upon the next biennial election on November 6, 2023 in accordance with Section 7.6 of the Town Charter: **I move to appoint _____ to the Board of Education to fill the vacancy created by the resignation of Anthony Pesco for a term ending upon the next biennial election on November 6, 2023 in accordance with Section 7.6 of the Town Charter**
7. Discussion/Decision to make an appointment to the Board of Finance to fill the vacancy created by the resignation of Jamie Zeppernick for a term ending upon the next biennial election on November 6, 2023 in accordance with Section 7.6 of the Town Charter: **I move to appoint _____ to the Board of Finance to fill the vacancy created by the resignation of Jamie Zeppernick for a term ending upon the next biennial election on November 6, 2023 in accordance with Section 7.6 of the Town Charter**
8. First Selectwoman's update on meeting with Eastern Connecticut State University regarding water studies: **No motion**
9. Approval of Hazardous Materials Response Mutual Aid Agreement: **I move to authorize the First Selectwoman to sign a Hazardous Materials Response Mutual Aid Agreement, as presented.**
10. Approval of the Fiscal Year 2023-2024 Budget Development Calendar: **I move to approve the Fiscal Year 2023-2024 Budget Development Calendar as presented.**
11. Approval of Minutes from October 20, 2022 Regular Board of Selectmen Meeting: **I move to approve the unapproved minutes of the October 20, 2022 Regular Board of Selectmen Meeting, as presented.**
12. Adjournment: **I move to adjourn**

DRAFT Motions for the Nov 3rd Regular BOS Meeting

- 1. Call to Order: no motion**
- 2. Pledge of Allegiance: no motion**
- 3. Overview of Veterans Day Events: no motion**
- 4. Discussion with the Commission for the Arts on its charge and current activities: no motion**



Veteran's Day Events for Weston Veterans November 11, 2022

Agenda

8:00 – 8:40 am at Weston Middle School

Park behind the Middle School for easy access to cafeteria

- Continental Breakfast at Weston Middle School Cafeteria - prepared by Faculty and Staff and hosted by the 6th grade students
- All-School Assembly in the Gym to honor Veterans *(This is the highlight...the three Middle school grades perform for Veterans: A Red, White and Blue Extravaganza!)*
- Living History Session in the Library, some of our Veterans will give informal recaps of their service experience to small groups of 8th grade students

10:40 (approx.) - Depart for Town Hall (by Weston Senior Center Van)

11:11 am - Memorial Service at Town Hall (indoor Town Hall, based on weather)

11:40 am - Transportation to Weston High School (by Weston Senior Center Van)

12:00 pm - Noon Lunch at Weston High School and visits by students

1:00 pm – Program concludes with Weston Senior Center Van return to Middle School

RSVP at this link: <https://www.eventbrite.com/e/veterans-day-celebration-at-weston-middle-school-tickets-451744368567> (Please advise if you need transportation)

5. Discussion with the President of the Weston Town Hall Employees Union Local #866, Council #4 AFL-CIO regarding memo written to First Selectwoman Samantha Nestor: **no motion**

Mark Harper
Union President Local #866 Council #4 AFL-CIO
mharper@westonct.gov

TO: Samantha Nestor, First Selectwoman
FROM: Mark Harper, Union President
DATE: October 28th, 2022
RE: Employee's Rights and Protection Under Union Contract Local #866

I am writing this letter as President of the Weston Town Hall Employees Union Local #866, Council #4 AFL-CIO. The position I hold as President of the Union has many responsibilities, one of which is to protect all employees from any person holding a managerial position from making false and or negative remarks about them personally and their job performance.

Selectwoman Amy Jenner, wrote in a public forum a letter to the editor on October 4th, 2022. This letter was an attack on our Tax Collector, Cathleen Neblett. In the letter she accuses the Tax Collector of "Negligence and Dereliction" in her duties.

This blatant attack on the Tax Collector is not going to be tolerated. As a result of Selectwoman Amy Jenner's false and disparaging statements, the Union is adamant that she be immediately censored. In my opinion Selectwoman Jenner is creating a hostile work environment with her inaccurate statements.

All of our Union Employees are governed under State Statute and meet with the Town Attorneys if needed with regard to making any crucial decisions. This case was no different; Cathleen Neblett worked closely with the Town Attorney's throughout this procedure.

I am requesting that a resolution be passed, procuring that "No" Selectperson, Town Manager or Supervisor make any false, disparaging or negative remarks with regard to any Town Employee in any public forum. If they do they will be immediately removed from whatever position they are serving for the Town of Weston.

6. Discussion/Decision to make an appointment to the Board of Education to fill the vacancy created by the resignation of Anthony Pesco for a term ending upon the next biennial election on November 6, 2023 in accordance with Section 7.6 of the Town Charter:

I move to appoint _____ to the Board of Education to fill the vacancy created by the resignation of Anthony Pesco for a term ending upon the next biennial election on November 6, 2023 in accordance with Section 7.6 of the Town Charter.

10/14/22, 11:52 AM

Town of Weston Mail - [EXTERNAL] BOE endorsement



Darcy Barrera-Hawes <dbarrerahawes@westonct.gov>

[EXTERNAL] BOE endorsement

1 message

Fri, Oct 14, 2022 at 11:38 AM

Gayle Weinstein <gaylemweinstein@gmail.com>

To: snestor@westonct.gov, dbarrera@westonct.gov, bgralnic@optonline.net

Dear Samantha,

At our regularly scheduled meeting on Wednesday, Oct. 12, the Weston DTC endorsed Lisa Luft to fill the vacancy of Tony Pesco on the Board of Education. As you can see from her resume, her background is superior for this position.

This vacancy was widely promoted and advertised. The DTC search committee did an extensive search process, including the interview of many candidates. We believe that Lisa Luft is a great candidate, and we ask that the BoS expedite the appointment process.

Thank you,
Gayle Weinstein
Chair, Weston DTC

 **Weston Luft resume.docx**
27K

Lisa Kalvar Luft

Weston Board of Education

License:

- *Connecticut State Certification Superintendent
- *New York State Permanent Certification SDA *Connecticut State Intermediate Administrator
- *New York State Permanent Certification Business *Connecticut State Certification Business
- *New York State Permanent Certification Reading *Connecticut State Certification Reading

Education:

- University of Connecticut, Executive Leadership Program
- Southern Connecticut State University, New Haven, Connecticut
 - Sixth Year, Leadership
 - Master of Science, Reading
- Adelphi University, Garden City New York - MBA Program
- State University of New York at Albany, Albany, New York - Bachelor of Science Business

Professional Experience:

Sept 2014 – Sept 2022 Principal

Principal Reserve Bronx High Schools – assigned to support Principals of schools with challenges

Highlights include:

- Supported Principals to conceptualize, implement, and assess new processes and systems
- Provided Principals with differentiated support of staff, students, and school programs.
- Supported Principals through outcome-based accountability, data-driven decision-making, and differentiated instruction
- Supported data-based decision-making and strategic planning around intervention efforts
- Supported Autistic Spectrum Disorder/NEST program in areas of student social development, sensory and self-regulation, behavior and academics
- Ensured compliance - support of pedagogues through professional development - seamless continuance implementation of school programs.
 - Built organizational capacity – remote school
 - Ensured continued compliance
 - Developed shared leadership and cooperative spirit amongst staff
 - Increased graduation rates

Sept 2010 – 2014 Principal

John F. Kennedy High School, 99 Terrace View Avenue, Bronx New York

Highlights include:

- Principal Performance Review – Substantially Exceeds/highest rating
- Awarded 1.5 million State Grant 2012 /\$400,000 2013
- Awarded \$350,000 Technology Grant
- Awarded \$50,000 ELL Grant
- 1.6 million Library Renovation Grant – raised through Borough President and Councilman

- Implemented PLC with support of faculty and change in teacher schedule
- Implemented online and blended learning
- Campus Collaboration 8 Schools
- Innovative Arts Program resulting in film and video production awards
- ELL performance year over year increases of more than 2%

Responsibilities included:

- Established clear mission and vision
- Established a culture of shared decision making
- Led instruction, revised curriculum, implemented differentiated instruction and Collaborative Team Teaching (CTT)
- Differentiated programs to support individual group needs – ELL resource center, mediation center, Special Education and ELL parent workshops
- Planned and implemented professional development to build capacity and improve teaching and learning through Charlotte Danielson and yearly Citywide Instructional Expectations
- Created and supported a shared decision-making structure with five other principals to coordinate activities and building administration
- Reorganized staff and procedures – developed policies that arranged for coordination of services to children to ensure optimum support for the teaching process and instructional goals
- Provided clear expectations and communication – ensuring open and transparent communication among individuals and groups
- Set goals and objectives for administration, Community Based Organizations, teachers
- Hired and recruited staff – built capacity within staff
- Outreached to community and organizations - enabling JFK to have two community-based organization that supported student programs including the arts, student mediation, evening supports, attendance intervention and especially career and college planning through internships
- Evaluated instruction – data analysis, interpretation to revise curriculum, programs, professional development, and instruction for improvement of student performance
- Organized for instruction – grouping of students, planning class schedules, assigning spaces, allocating time for instruction, scheduling, planning events to maximize teaching and learning
- Managed resources and operations to improve teaching and learning and support campus culture – renovated the library to support academics and implementation of technology,

Aug 2006 – Sept 2010 Director of Campus Initiatives

New York City Department of Education, Office of New Schools/Portfolio Development
52 Chambers Street, Manhattan, New York

Responsibilities included:

- Conducted research on organizational and achievement data to inform strategic decisions, case-building, and policy to support new schools
 - Created the Building Council Toolkit
- Influenced existing and new policies in consultation with principals, coaches, superintendents and Central Office Staff
- Supported over 1000 schools and programs in multiple school buildings
- Supported building principals including responding to urgent situations
- Supported building councils in a range of effective models of collaboration
- Supported the sharing of best practices within and across schools including supporting the development of “white papers”, a website, and conferences
- Codified and communicated insights from shared campuses and phasing out schools to share with internal and external audiences

- Provided professional development to build capacity and support of shared campuses, school restructuring, and phase out including: SSO Team Leaders, Superintendents, Charter Organizations, Principals and other staff
- Developed Structures to support and facilitate shared campuses
- Played an active role in supporting SSO Leaders and Superintendents in the support of principals on shared campuses
- Directed the mediation/arbitration of conflicts for school improvement and cohabitation
- Supported the work of school restructuring and phase out
- Supported the sharing of best practices within and across phase out schools

Aug 2002 – Aug 2006 Principal

William Howard Taft High School, 240 East 172 Street, Bronx, New York

Responsibilities included:

- Established clear mission and vision
- Established a culture of shared decision making
- Led instruction, revised curriculum, implemented differentiated instruction and CTT
- Planned and implemented professional development to build capacity and improve teaching and learning through the Institute for Learning and Balanced Literacy
- Created and supported a shared decision-making structure with five other principals to coordinate activities and building administration
- Reorganized staff and procedures – developed policies that arranged for coordination of services to children to ensure optimum support for the teaching process and instructional goals
- Provided clear expectations and communication – ensuring open and transparent communication among individuals and groups
- Set goals and objectives for administration, Community Based Organizations, teachers
- Hired and recruited staff – built capacity within staff
- Outreached to community and organizations - enabling Taft to have five community-based organization that supported student programs including the arts, student mediation, evening supports, attendance intervention
- Evaluated instruction – data gathering, analysis, interpretation to revise curriculum, programs, professional development, and instruction for improvement of student performance
- Organized for instruction – grouping of students, planning class schedules, assigning spaces, allocating time for instruction, scheduling, planning events to maximize teaching and learning
- Managed resources and operations to improve teaching and learning and support campus culture – renovated the library to support academics and implementation of technology,
- Differentiated programs to support individual group needs – ELL resource center, mediation center, Special Education parent workshops

Feb 2001–Aug 2002 Assistant Principal Organization/Administration

Evander Childs High School, 800 East Gun Hill Road, Bronx New York

Responsibilities included:

- School Business Administrator – 20-million-dollar budget - purchasing agent for: furniture, equipment, supplies, general student funds
- Human Resources Facilitator– 300 staff, staffing, hiring, attendance, lateness, mentoring new teachers
- Operations and Maintenance Director – 300,000 square foot facility – smooth operation of library, cafeteria, 1600-person auditorium, 7 computer labs, storage, building permits, room and storage allocation, fire drills and weather emergency
- Records Management Coordinator– 3100 students – timely compilation of reports, grants, transportation, food services, testing coordinator

- Summer School Supervisor – 3100 students including Bridge Program for incoming freshmen
- Assistant Principal for Pupil Personnel Services- temporary for retired administrator– attendance, guidance, admissions, discharges
- Grant Developer – New Visions, Title I, 21st Century
- After school and Saturday activity coordination

Sept 2000 – Jan 2001 **Business Education Teacher** - Tenured
Dewitt Clinton High School, 100 Mosholu Parkway, Bronx, NY

Aug 1999–June 2000 **Cluster Administrator/Assistant Principal**–Career and Technical Ed
Putnam/Northern Westchester BOCES, 200 BOCES Drive, Yorktown Heights

- Art and Communications, Culinary Arts, Law Enforcement, Teaching
- Supervisor of 25 personnel including observations of all staff – teachers, guidance counselor, social worker, teachers, aides, secretary and custodians
- Administrator for 250 students, monitoring performance outcomes, integrating academics into vocational areas, monitoring modifications and support strategies, discipline and behavioral strategies
- Instructional Leader – initiated differentiated instruction, revised curriculum and implemented professional development
- Coordinator of all testing
- Special Educational Administrator (temporary - for administrator on leave)
- Developed and updated curriculum and accreditation agreements with several colleges
- Worked closely with businesses and community to improve programs

Sept 1994–Aug 1999 **House Coordinator/Business Education Teacher** - Tenured
Dewitt Clinton High School, 100 Mosholu Parkway, Bronx, NY

- House Coordinator - Responsibilities include; programming, academic advisement assessment of needs, monitoring performance outcomes and developing support strategies, attendance monitoring and outreach for 630 students
- Instructor of Accounting, Business Law, Programming, Office, Lotus, ENSPAN
- Tutor of remedial reading students - including decoding, comprehension, organization and study skills
- Creator of program for instruction and preparation of taxes for and by students
- Member of Technology committee
- Integrator of technology into reading program

Special Training or Courses:

Effective Communicating 12/99 - Decker, Communication Education Law Updates 6/00 – BOCES, Principal Institute Cohort 57 8/02-6/03, NYCDOE Educational Leadership Institute NYTALKS 9/02-6/03 - CSA, Change Process, Ramp-up 8/03 - The Institute for Learning, Using Data to Lead Change 8/04 - SREB/Bank Street College, Adult Facilitation '06 – Learning Center Institute, Executive Leadership Institute – workshops - Douglas Reeves Leadership 07, EXCEL 08, Engaging the Power of Level 5 Networks for Sustainable change 09 – Richard Elmore Rounds 10 ASCD '10 '11 '12, Teach Scape '13 – Danielson Observer Expert, '14 – '21 NYCRBERN/Fordham Univ ENL Training, 2020 - Autism Spectrum Disorder/NEST- NYU graduate program, 2021 Autism Spectrum Disorder/NEST – NYU graduate program

Professional Memberships: International Reading Association - National Business Teachers Association – ASCD - NASSP

To whom it may concern,

I'm writing to express my interest in serving on the Weston Board of Education. As a professional with divergent leadership and pedagogical experiences and a Weston parent (Olivia is in 2nd grade at Hurlbutt, and Bo will enter K next year!), I am qualified and motivated to lend my skills to the BoE.

I'll share some of my vision shortly, but before I focus on my ideas, I'd rather focus on the people in the equation who matter the most: our kids! By many measures American kids are struggling – and I'm not talking about learning loss from the two years of Covid lockdown nor regressing test scores. By more powerful metrics, it is a deeply challenging time to be young in America. The most horrific data point is the devastating rise in suicide and self-harm rates. But that is not the only discouraging indicator. Our kids' own reporting of mental illness and the genuine threats to their emotional, mental, and physical well-being posed by smart phones and social media are two topics that come instantly to mind. Anecdotally, I walked into the Westport YMCA last week and the community bulletin board was broadcasting information about an open discussion to help our "stressed out kids."

I'm sure we like to think that our kids are more protected; Weston is certainly an idyllic place. But it would be naïve to assume our kids don't face many of the same stressors that other American kids do.

And the answer is not pushing our kids to improve their standardized test scores so we can close the gap between our school district and those of Darien, Westport, and Greenwich, or any other Connecticut community. The standardized test scores of other "Gold Coast" communities aren't the most relevant point to assess and encourage our kids' development. Nor will we be delivered by buying more Google Chrome books and hoping technology will fix things for us.

If I am selected to join the BoE, I will be relentlessly focused on the steps we can take to prepare our kids to thrive in a world that will be utterly changed from the one we knew, and a world that is innovating and changing faster and faster all the time. Our kids will graduate into a world in which most blue-collar and many white-collar jobs can be better and more cheaply accomplished by AI and machines (including traditional white-collar professions like law and finance); a world in which entrepreneurial efforts will be more essential and more rewarded than ever as the gig economy supercharges the trend away from life-long occupations via a single employer; a world in which creative problem solving and innovation trumps experience and pedigree. Equipping them for the world they will enter will take creative thinking and bravery, and our schools will need to be endlessly inventive.

But it's not sufficient to critique standardized tests and laissez-faire reliance on technology without offering an alternative vision. So where would I start? There are many common-sense, attainable initiatives we could accomplish now to make WPS even more exceptional. Just for examples, consider:

1. The most forward-thinking classrooms in America are moving away from excessive sedentary desk time. Too much time in chairs is bad for our kids' spines, brains, and moods (candidly, it's bad for *ours* too). We could have better chairs, less time in them, and more options besides them. The best schools in the country do this; why not us?
2. We could embrace even more project-based learning. Like many parents I was alarmed when notified about the high levels of PFAs in the water on school premises. That crisis is a prime candidate to involve the older kids in multi-disciplinary, project-based learning. *History* – high concentrations of PFAs typically coincide with large-scale manufacturing; what were the industries of Weston's past? *Biology* – what are the threats to vertebrates and invertebrates from high PFA concentrations? *Social studies* – how is America coping with this challenge in other communities? *Chemistry* – what the heck are polyfluoroalkyl substances? *Physics* – what are the materials of the future that can accomplish PFAs' purpose without their toxicity? *Civics* – what will we as a community implement as mitigation steps?
3. Establish far more robust ways to assess a school's performance. I'm not opposed to standardized tests per se; I'm opposed to them receiving an outsized importance in evaluating our schools'

performance and health. Nationally, we're moving away from the hegemony of the SAT and ACT; why would we not do the same in Weston? And if the focus on test scores is in part driven by a desire to demonstrate parity with the other nearby CT communities like Darien, Westport, and Greenwich, we should face a blunt truth: we're unlikely to win that contest. I was a strategic partner with an elite academic and test-prep tutoring firm in Manhattan. The parents of the Dalton, St. Anne's, Horace Mann, Grace and Avenues students eager to gain every college-admission advantage would spend in the tens of thousands per month for virtually round-the-clock tutoring. A test scores arms race is probably measuring the wrong stuff and it's an effort we'll likely lose.

4. We can expose our kids to the transformative educational power of entrepreneurship, mentorship, and apprenticeship-style learning. Speaking of the above point, what might help our kids gain an upper hand in college admissions beyond battling a Staples High student for a 1600 SAT?: Being able to show a portfolio of entrepreneurial activity throughout their high school career that demonstrates actual real-world knowledge acquisition and results. As the BoE PTO rep, the second biggest concern I hear in talking to parents (after the success of their kids, of course!) is property values. They fear that if Weston schools don't maintain their lofty reputation, people won't move to Weston and property values could decline. Here's an entrepreneurial example of a different approach to protecting property values in Weston: What if the school was known nationally as an innovation leader, in part because of amazing student-led projects in which high schoolers tracked the patterns of deer migration and managed the overall deer population in Weston to have a statistically significant reduction in the incidence of Lyme disease? Less Lyme disease would be a pretty attractive selling point for a CT home with 2+ acres.

I'm equipped to bring creative problem solving, collaboration, and a proven track record of excellence to the BoE. In large part this is because I have that same track record in each of the disciplines I've chosen in my life, as: a successful entrepreneur who grew a business from scratch; an educator who designed curriculum for the PhD program at Columbia Business School, and other institutions; a coach and consultant who has advised US Presidential candidates; a mentor and advisor to hundreds of young founders through the start-up technology accelerators I advise; a ghost writer for thought leaders with op-eds placed in *Washington Post*, *Time*, and more; an actor who performed in network TV and two Broadway productions. I mention those accomplishments not to sing my own praises, but rather to emphasize that equipping our children to thrive in the unpredictable future they will inherit will call on all the creativity, know-how, and versatility that we parents and community members can muster.

An example that predates my awareness of the BoE opening might be useful. I have been in communication with the superintendent's office beginning in spring of 2022 about donating the differentiated public speaking curriculum I created with my firm ([GK training](#)) to WHS. We were hired by a [private NJ High School](#) to design their public speaking program. As part of this engagement, my company owns the curriculum, as well as permission to record classroom footage to document the experience and pedagogical approach (for a glimpse, [CLICK](#)). I have offered to donate this curriculum to WHS and am meeting with WHS Principal Meghan Ward and Jessica Dibuono on 10/18 to discuss.

The BoE should encompass traditionalist and non-traditionists – those who have a lifetime in the institutional educational arena, and those who have deep expertise in other disciplines who can be a conduit for new ideas and approaches. If I can be of service, I am happy to be and I will excel in the role.

I look forward to sharing more of my vision with you in future discussions.

Sincerely,

Michael Chad Hoepfner

MICHAEL CHAD HOEPPNER

QUALIFICATIONS SUMMARY

Creative professional, leader, and collaborator with proven track record of success delivering results in multiple fields: curriculum designer for Columbia Business School PhD course; communication advisor to US presidential candidates; educational advisor to Avenues School, Grace School, more; entrepreneur & founder of company that serves 250+ clients globally; advisor to start-up tech companies defining industries of future; former professional actor (Broadway credits w/ Nathan Lane, Dana Ivey, more); volunteer supporting dozens of non-profits pro bono; and donor offering coaching, tools, & support to the unemployed, neurologically divergent kids, and education orgs

ENTREPRENEUR & CEO

Founder, President & Chief Executive Officer: GK Training

2009-present

- Founded a boutique communication skills training firm. Grew company into 40 industries and 250+ historical accounts on 3 continents by combining world-class artistic training, rigorous social science research, and practical know-how. Pedagogy built on kinesthetic learning and embodied cognition.
- Serve blue-chip brands like: Xerox, Pfizer, the NFL, NYU Stern School of business, the United Nations, 30+ of the AMLAW 100 (100 largest global law firms), and 3 of the 6 largest global financial orgs.
- Relevance to BoE position: 1) Built a successful company with entrepreneur's perspective on creative problem-solving; and 2) have deep experience in designing innovative kinesthetic curriculum

PROFESSOR & TEACHER

- Professor, Columbia Business School, Management Division and PhD program. 2013-2018
 - 1. **The Leader's Voice; MBA track.** Subject matter: business communication and strategy (rating 4.8 of 5).
 - 2. **Effective Communication; PhD program.** Designed custom course on dissertation defenses & job talks.
- Contributor to consortium of behavioral scientists: working group that examines performance of public figures; features professors from UCLA, U. of Chicago, Wharton, and Columbia. 2016-present
- Staten Island Zoo. Passion project: taught animal education (reptiles, small mammals, insects) to K-6 students on educational field trips to SI Zoo. Total audience ~4,000 children reached. 2006-2008
- Relevance to BoE position: Accustomed to and appreciative of being in classrooms and keenly aware of the challenges and joys that attend it, whether in Master's level courses or pre-k.

EDUCATIONAL ADVISOR AND CONSULTANT

- NYU Law School. Advised & consulted for admissions team on communication and messaging.
- Avenues School, NYC. Consulted on creation and delivery of orientation session for families.
- Intelligentsia: Strategic partner, head of spoken communications training.
- Executive coach to educational professionals, including: Columbia Business School Dean Costis Maglaris, Salem State University President John Keenan, Grace school Head Robbie Pennoyer, education advocate Ted Dintersmith, Future Project founder Andrew Mangino, more.
- Communication coach: HS and college students; Georgetown, Princeton, Harvard, more.
- Relevance to BoE position: Diverse knowledge and exposure to national education issues, K – MBA

POLITICAL COMMUNICATION ADVISOR AND CONSULTANT

- Delivered feedback for US presidential candidates in multiple election cycles. 2016-present.
- Senior communications strategist: Andrew Yang 2020 Presidential campaign. Coached the candidate on all stump speeches, debate prep and delivery, and major platform speeches. 2018-2020
- Relevance to BoE position: Have a front-row seat to the political pitfalls that litter our discourse. Equipped to diffuse energy, align constituencies, and navigate polarization with grace and empathy.

START-UP ADVISOR

- Advisor and mentor to SSOV (one of most active VC funds globally) and its two accelerators, IndieBio and Hax. SOSV focuses on: human health, planetary health, and deep tech. 2018-present
- Mentor & advisor at 3 other incubators: 37 Angels, Urban Future Lab, TechUnited. 2014-present
- Relevance to BoE position: I have a daily and weekly window into the next-gen technologies that will shape the industries of the future in which our kids will need to be equipped to contribute and excel

CURRICULUM DESIGNER

- Franklin School, Jersey City, NJ: Contracted by new private 9-12 high school in NJ to build its public speaking course curriculum for fall of 2022. GK Training owns curriculum as well as permission to record course to share with non-profits and other academic institutions (to view class footage: [LINK](#))
 - (* I have offered to donate curriculum to WHS, at inception of course (April 2021). Meeting with Principal Meghan Ward and Curriculum/Instructional Leader Jessica DiBuono to discuss, Oct 18.)
- Columbia Business School, PhD program: Communication capstone course for PhD candidates, preparing them to deliver their job talks and dissertation defenses.
- GK Training Online: Architect and designer of all 7 company courses; over 35 hours of asynchronous curriculum, hosted in online LMS. Mixed channels for integrated learning: email boosts, slack & DMs, and video. Clients: Novo Nordisk, Intuit, Latham & Watkins, Meta, and more.
- Relevance to BoE position: Deep experience and expertise designing innovative and fun ways for learners to gain, use, and retain new skills

DESIGNER & MAKER:

- Question Roulette: Envisioned and designed interactive and responsive practice app for GK Training clients. Currently exploring use case for neurologically divergent teens and tweens. (2016)
- Genuine Dojo, VR headset (Oculus): envisioned & designed immersive training environment headset. (2017)
- Relevance to BoE position: Experience leveraging technology to create innovative learning tools

COMMUNICATION COACH

- GK Training: Coached hundreds of societal leaders. Clients include: Special Olympics founder Tim Shriver, SOSV founder Sean O'Sullivan, business leader Katherine Gehl, Presidential candidate Andrew Yang, more.
- Relevance to BoE position: Deep expertise in how to communicate important – and potentially controversial – spoken communication messages in a responsive and unifying manner.

VOLUNTEER & DONOR

- Current BoE representative for Hurlbutt Elementary School PTO
- 52nd Street project: collaborated with K-6 playwrights & directed Broadway actors in the students' plays
- Provided access for over 70 fired/furloughed individuals to GK Training curriculum during pandemic
- Vote Mama Foundation: Donated pro bono support to first-time candidates running for public office

WRITER

- Ghost writer: Wrote op-eds, non-fiction, profiles for public figures. Placed in *Time*, *Wash. Post*, more
- Speech writer: Created speeches for professionals in arts, law, politics, including debate openers for US Presidential candidates and keynotes for Fortune 500 CEOs.
- Copy editor: Guggenheim Museum, Columbia NAJP, Clarion Books, *NYTimes* supplementals.
- Relevance to BoE position: Deep expertise in how to communicate important written communication messages in an inclusive and compelling manner.

EDUCATION

New York University – MFA, acting; Colorado College – BA *cum laude*, history & philosophy; GPA 3.9; Phi Beta Kappa, 1993-1997; Dartmouth College – GPA 3.5, 1992-1993

7. Discussion/Decision to make an appointment to the Board of Finance to fill the vacancy created by the resignation of Jamie Zeppernick for a term ending upon the next biennial election on November 6, 2023 in accordance with Section 7.6 of the Town Charter:

I move to appoint _____ to the Board of Finance to fill the vacancy created by the resignation of Jamie Zeppernick for a term ending upon the next biennial election on November 6, 2023 in accordance with Section 7.6 of the Town Charter



Jonathan Luiz <jluiz@westonct.gov>

[EXTERNAL] RTC BOF Replacement

1 message

Alex Burns <afbamberg1@gmail.com>

Tue, Oct 4, 2022 at 9:16 PM

To: "jluiz@westonct.gov" <jluiz@westonct.gov>

Good evening Jonathan,

I'm just writing to let you know that the RTC has endorsed Theresa Brasco to fill the Republican vacancy on the Board of Finance.

If you have any questions or need anything further from me on this matter, please let me know.

Thank you,
Alex Burns
203-300-1998

Fwd: [EXTERNAL] RTC Endorsed Candidate for BOF Vacancy

1 message

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

From: Alex Burns <afbamberg1@gmail.com>
Date: Wed, Oct 12, 2022 at 1:13 PM
Subject: [EXTERNAL] RTC Endorsed Candidate for BOF Vacancy
To: <jluz@westonct.gov>

Hi Mr. Luiz,

I would like to inform you that Theresa Brasco is not our endorsed candidate (please see an email I sent you last week).

Mike Schramm is the RTC endorsed candidate.

If you have any questions, please call me at 203-300-1998 or email me.

Thank you,
Alex Burns

Sincerely,
Jonathan Luiz
Weston Town Administrator

Michael K. Schramm, CFA

Product Manager / Portfolio Manager: Structured Products expert with diverse trading, analytics and money management experience with global money management leaders. Skilled in asset-liability management to meet desired risk profiles. Deep understanding of both fundamental and technical factors that influence the valuation of complex financial fixed income products. Decisive leader able to inspire and influence teams to top performance.

EXPERIENCE:

Bloomberg L.P., New York, New York (August 2013 – Present):

Product Manager, Head of Agency Securitized Products. BVAL Group (March 2021 – Present)

- Market and manage the BVAL Group pricing process for all Agency mortgage products. Asset classes included are Agency RMBS, Agency Pools, Agency CMOs and derivatives, TBAs as well as Agency CMBS - GNMA Project loans, FN DUS, and FHMS/FHLMC CMOs.
- Design, implement and advise upper management of new BVAL product solutions to meet both external and internal client valuation needs.
- Engage with current clients on new product development, discuss current valuation needs as well as potential solutions to current BVAL weaknesses.
- Successfully led scrum team to migrate BVALs Euro ABS bonds to a new pricing infrastructure. Increased BVAL coverage by approximately 1600-line items as well as increased client satisfaction via improved screen experience.
- Experience with managing end to end product development utilizing roadmap feature planning for BVAL product enhancements.
- Attend all industry conferences to market BVAL's Agency products and services to potential and existing clients.

Product Manager, Structured Products. BVAL Group (January 2020 – March 2021)

- Manage and market the BVAL Group pricing process for Agency CMBS. Asset classes included are GNMA Project loans, FN DUS, FHMS/FHLMC, Agency RMBS and Agency Pools.
- Design and implement new BVAL product solutions to meet both external and internal valuation needs.
- Led team to migrate BVAL Structured Product's security population adder to a more robust and expansive technology.

Senior Evaluator, BVAL Group (August 2013 – December 2019):

- Manage and improve the BVAL Group pricing process for Agency CMBS. Asset classes included are GNMA Project loans, FN DUS, FHMS/FHLMC (FREDDIE Multifamily), Securitized SBAs and SBA Pools.
- Daily responsibilities include evaluating market inputs, tracking and monitoring daily asset class specific credit spread movements and examining the cross-market implications of these movements.
- Develop a more comprehensive pricing methodology/process via working closely with the quantitative and research and development teams building more robust algorithms.
- Solely responsible for client communication on pricing results and methodology.
- Internally publish a weekly economic summary for the entire BVAL group. This weekly research paper is utilized by both the sales and analyst teams for marketing BVAL product solutions as well as to help identify possible client requests and needs.

Sandler O'Neill Partners, New York, New York (September 2010 – August 2012)

Associate Director / Senior CMBS Trader, Fixed Income Group

- Senior trader responsible for Non-Agency CMBS, Small Balance ABS, CRE-whole loan trading as well as back-up responsibilities in Agency CMBS.
- Actively marketed trade ideas to banking clients including publishing CMBS Updates/Trade Ideas in the quarterly periodical, weekly updates on the CMBS market and communicating trade ideas tailored to client return objectives and risk constraints.
- Generated trades via a thorough understanding of client return objectives and risk constraints. Entailed constant communication with select clients on technical and fundamental pricing drivers in the market.

Genworth Financial, Stamford, Connecticut (January 2008 – September 2010)

Director / Senior CMBS Trader, Portfolio Management Group

- Recruited to manage a \$4+ billion CMBS and GNR Project loan portfolio in a yield-based trading environment. Portfolio included AAA through NR securities as well as IO positions.
- Responsibilities included trading decisions, portfolio performance and the generation / implementation of trading strategies.
- Executed trading decisions using top down relative value analysis incorporating a bottom-up fundamental methodology.
- Developed and implemented a formal relative value process across the fixed income arena. Incorporated relative value principles across asset classes and served as a fundamental input in the allocation of cash.

ING Investment Management, Atlanta, Georgia (June 2001 – June 2007)

Vice President / Senior Portfolio Manager, Fixed Income Group

- Promoted to manage a \$4 billion Structured Finance portfolio within a third-party mandate. Included ABS and CMBS securities that were managed within a larger MBS portfolio valued at over \$11 billion.
- Funds included Core and Core Plus, an Absolute Return Fund and a LIBOR-plus mandate.
- Managed under a total return framework with a focus on credit-based strategies including capital structure arbitrage, synthetic versus cash basis trades and relative value MBS trades.

Vice President / Senior Portfolio Manager, Investment Management Group

- Member of four-person team responsible for managing the \$11 billion Structured Finance portfolio for ING's general account. Returns exceeded custom benchmark (50/50 weighting of Lehman ABS and CMBS ERISA-eligible indexes) by approximately 20bps for three years.
- Co-managed the \$6.5 billion CMBS portfolio for the general account. Responsibilities included management of 6-person team, portfolio positioning, execution of buy/sell decisions and the attribution of portfolio returns. Utilized cash as well as synthetic markets in an effort to limit downside risk while maintaining upside exposure.
- Developed a robust credit monitoring system that utilized various stress scenarios that allowed early buy/sell decisions.
- Participated in Investment Committee decisions regarding commercial real estate whole loan purchases/sales.
- Member of a four-person macro economic team responsible for establishing the duration position and posture for ING's general account portfolio (approximately \$80 billion).

Associate, Investment Management Group

- Senior financial analyst for a CMBS and ABS portfolio of approximately \$3.6 billion. Main sectors of focus include CMBS, Credit Card and Airplane-lease securitizations.
- Re-engineered aircraft-lease securitizations and modeled various cash flow stress scenarios in Trepp Analytics and Intex Desktop.

JPMorgan Chase, New York, New York (September 1994 – March 2000):

Vice President Proprietary Positioning Trading Desk

- Utilized and maintained risk forecasting models for relative value trading positions for the Proprietary Positioning desk.
- Generated and analyzed daily P/L reconciliations for trading positions across multiple markets and currencies.
- Promoted from Analyst to Vice President over the tenor of my employment at JP Morgan.

EDUCATION:

Goizueta Business School, Emory University Atlanta, GA

Master's of Business Administration: Concentration in Finance. May 2001

University of Delaware Newark, DE

Bachelor of Science: Major: Finance / Minor: Economics and Management Information Systems. May 1994

SOCIETIES: Member of CFA Institute: 2008
NYSSA

FINRA EXAMS: Passed Series 7, 63 and 79. Non-active

Theresa Brasco

October 11, 2022

Ms. Samantha Nestor
First Selectwoman
Town of Weston
56 Norfield Road
Weston, CT 06883

Sent via email

Dear First Selectwoman Nestor,

I appreciate the willingness of the Board of Selectmen to consider candidates in addition to Town Committee endorsements to fill board vacancies which occur between municipal elections. As you and your fellow Selectmen have indicated, this is a serious responsibility of the Board of Selectmen and your continued leadership on this is critical.

For personal reasons, I am not pursuing the Republican Town Committee endorsement for the upcoming Board of Finance vacancy created by Jamie Zeppernick's announced October 30, 2022, resignation. I welcome the opportunity to be considered by the Board of Selectmen to fill this position.

Attached is a summary of my background.

I look forward to hearing from you.

Sincerely,

Theresa A. Brasco

Attachment (Background Summary)

Cc: Mr. Martin Mohabeer
Ms. Amy Jenner
Mr. Jonathan Luiz

Theresa Brasco

Background

Professional:

- 20-year career in finance (1977-1997), primarily in structured capital expenditure financing for large domestic and international corporations in U.S. and foreign debt and equity markets. Employers in San Francisco, New York and London include the Federal Reserve Bank of San Francisco, Wells Fargo Leasing, Citibank/Citicorp, and Bankers Trust Company. Retired from professional career upon moving to Weston.

Weston and Fairfield County (from most recent):

- Weston Historical Society, Board Member and Treasurer
- Town of Weston, Registrar of Voters (Republican)
- Weston Republican Town Committee, Member and Treasurer
- Aspetuck Land Trust, Board Member and Finance Committee member
- Weston High School Swim and Dive Team parents, Treasurer
- WHS College and Career Center, weekly volunteer
- Math Olympiads for 4th and 5th grades, encouraged schools to begin program and ran it for two years. Second year in conjunction with newly hired elementary school Math Department Chair.
- Team member with Walter Erikson to produce financial comparative analyses for benefit of BOS, BOF, BOE and other town boards from 2001-2011
- Select Committee for School Construction, member of Finance subcommittee
- Weston Women's League (while previously known as Weston Young Woman's Club), Board Member and Treasurer, Chair of Weston Farmer's Market

Personal:

- Have lived with family in Weston for 26 years
- Both of our children attended Weston schools from Kindergarten through High School; WHS classes of 2010 and 2013
- Avid cyclist

Theresa Brasco

Background

Professional:

20-year career in finance (1977-1997), primarily in structured capital expenditure financing for large domestic and international corporations in U.S. and foreign debt and equity markets. Employers in San Francisco, New York and London include the Federal Reserve Bank of San Francisco, Wells Fargo Leasing, Citibank/Citicorp, and Bankers Trust Company. Retired from professional career upon moving to Weston.

Weston and Fairfield County (from most recent):

Weston Historical Society, Board Member and Treasurer Town of Weston, Registrar of Voters (Republican) Weston Republican Town Committee, Member and Treasurer Aspetuck Land Trust, Board Member and Finance Committee member Weston High School Swim and Dive Team parents, Treasurer WHS College and Career Center, weekly Volunteer Team member with Walter Erikson to produce financial comparative analyses for benefit of BOS, BOF, BOE and other town boards from 2001-2011 Math Olympiads for 4th and 5th grades, encouraged schools to begin program and ran it for two years. Second year in conjunction with newly hired elementary school Math Department Chair. Select Committee for School Construction, member of Finance subcommittee Weston Women's League (while previously known as Weston Young Woman's Club), Board Member and Treasurer, Chair of Weston Farmer's Market

Personal

Have lived with family in Weston for 26 years Both of our children attended Weston schools from Kindergarten through High School; WHS classes of 2010 and 2013 Avid cyclist

8. First Selectwoman's update on meeting with Eastern Connecticut State University regarding water studies:

No motion

9. Approval of Hazardous Materials Response Mutual Aid Agreement:

I move to authorize the First Selectwoman to sign a Hazardous Materials Response Mutual Aid Agreement, as presented.



BERCHEMPOSES.COM

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WESTPORT, CT 06880
Tel: (203) 571-1714
dlomonte@berchemmoses.com

October 11, 2022

Chairman Patrick Freyer
Nichols Fire District
100 Shelton Road
Trumbull, CT 06611

Commissioner:

In 1999, the Nichols Fire District adopted an interlocal agreement for Hazardous Materials Response Mutual Aid (the "1999 Agreement"). Under the 1999 Agreement, the Chiefs of the participating Fire Departments (the "Fire Chiefs") created a group known as the Fairfield County Hazardous Incident Response Team ("FCHIRT"). At the request of the Fire Chiefs, I am submitting for your consideration an Amended and Restated Interlocal Agreement ("Amendment and Restatement").

The principal deficiency in the 1999 Agreement identified by the Fire Chiefs is that the 1999 Agreement provides no legal entity structure for FCHIRT. Lack of legal entity structure means that FCHIRT is unable to obtain a federal employer identification number (EIN), open a bank account, accept donations, apply for grants and enter into mutual aid agreements with non-municipal entities, such as airports and industrial concerns. FCHIRT has carried on to date by using the EIN of the Town of Westport and keeping its funds in a bank account in the name of the Town of Westport.

The Amendment and Restatement addresses the deficiency in the 1999 Agreement by authorizing the incorporation of FCHIRT as a non-stock corporation and application to the IRS for recognition as a tax exempt organization under Section 501(c). Each of the fourteen participating municipalities will be a member of FCHIRT and have one seat on FCHIRT's board of directors. FCHIRT's board of directors will consist of the Fire Chiefs. If a town has more than one volunteer fire department, then the chiefs of the volunteer fire departments will serve on the board of directors on a rotating basis.

The Fire Chiefs gave careful consideration to the issues of insurance and employee benefits. The Amendment and Restatement makes it clear that the status quo with respect to

Chairman Patrick Freyer
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ownership of equipment and employment of personnel will continue. Specifically, FCHIRT will not own any operational equipment and will have no employees. All operational equipment will continue to be titled and insured by the municipality in which it is housed. All personnel will continue to be compensated and insured by the municipalities or departments that employ them or for which they volunteer.

The initiative to amend and restate the 1999 Agreement comes without cost to the Nichols Fire District. Legal and accounting fees associated with this initiative will be covered by FCHIRT from existing funds.

The Amendment and Restatement is intended to apply only to incidents at which the assistance of the specially trained personnel or equipment on FCHIRT's roster are required (i. e., HAZMAT spills, natural disaster response and other regional emergencies requiring specialized field communications). The Amendment and Restatement is not intended to affect any existing mutual aid agreements between Nichols and its neighboring municipalities.

Statutory authority for the Amendment and Restatement is derived from CGS Sections 7-339a through 7-339l, sometimes referred to as the *interlocal agreement statutes*. CGS Section 7-339c provides for approval of interlocal agreements by the "legislative body" of a municipality. I respectfully request that you submit the Amendment and Restatement to the Nichols Fire District for approval.

If you have any comments or questions about the 1999 Agreement or the Amendment and Restatement, please contact me.

Sincerely,



Douglas E. LoMonte

enclosure

Draft Prepared By Doug LoMonte February 5, 2020 11:03 a.m. October 3, 2022 1:09 p.m.

BYLAWS
FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM, INC.

Article I
The Corporation

The Corporation shall be known as Fairfield County Hazardous Incident Response Team, Inc. and shall be referred to in these Bylaws as the “Corporation.”

Article II
Definitions

For purposes of these Bylaws, the following words and phrases have the meanings ascribed to them below.

“Act” means the Connecticut Revised Non-Stock Corporation Act, as amended.

“CGS” means the Connecticut General Statutes, as amended.

“Code” means the Internal Revenue Code of 1986, as amended.

“Interlocal Agreement” means the Amended and Restated Interlocal Agreement Fairfield County Hazardous Incident Response Team.

“Municipality” has the meaning ascribed to it under CGS Section 7-148cc. Specifically, “Municipality” means any municipality, as defined in CGS Section 7-187, any district, as defined in CGS Section 7-324, any metropolitan district or any municipal district created under CGS Section 7-330 and located within the State of Connecticut.

Article III
Business Offices

The Corporation may have and maintain office space in such buildings and locations as the Board may from time to time determine.

Article IV
Members

The Corporation shall have one class of members, referred to in these Bylaws as “Members”. Only Municipalities located in Fairfield County, Connecticut are eligible to be Members

of the Corporation. Each Municipality located in Fairfield County, Connecticut that has adopted the Interlocal Agreement as of the date of filing of the Corporation's Certificate of Incorporation will be a Member of the Corporation. A Municipality located in Fairfield County, Connecticut that has not adopted the Interlocal Agreement as of the date of filing of the Corporation's Certificate of Incorporation may become a Member upon approval of the Board and execution of a joinder agreement or other written acceptance of the terms of the Interlocal Agreement by the Municipality's chief elected official. If a Municipality withdraws from the Interlocal Agreement, the Municipality shall cease to be a Member on the effective date of withdrawal from the Interlocal Agreement. Members shall be entitled to vote on the following matters: amendments and restatements of the Certificate of Incorporation; ~~amendments and restatements of these Bylaws;~~ and dissolution of the Corporation. Each Member shall be entitled to one vote.

Article V Directors

Section 1. *Powers.* Except for the matters specifically reserved to the Members under Article IV of these Bylaws or under a Section of the Act, the Board of Directors (the "Board") shall manage all activities, properties, and affairs of the Corporation. The Board may exercise all of the powers of the Corporation and delegate any and all such powers as it sees fit, subject to restrictions imposed by the Certificate of Incorporation, these Bylaws, the Act, and Section 501(c)(3) of the Code (or the corresponding provision of any future federal tax code). The Board may appoint and remove at pleasure such employees, other than officers, as it shall see fit; may elect and remove officers as provided in Article VI; shall have access to the books, vouchers, and funds of the Treasurer; shall fill all vacancies that occur in any office, except as otherwise provided in these Bylaws; and may make for its own government, rules and regulations, not inconsistent with the above limitations.

Section 2. *Number.* The Corporation shall have not fewer than one (1) and no more than twenty one (21) directors.

Section 3. *Ex Officio Membership.* The Board will consist entirely of ex officio directors, each of whom shall be counted for purposes of determining a quorum and be entitled to one vote. There shall be one ex officio director per Member. The chief of the fire department of each Member shall be an ex-officio director, except that, if a Member has: (a) more than one volunteer fire department and no career fire departments, then only one of the chiefs of the volunteer fire departments shall be a director at any time; or (b) one or more volunteer fire departments in addition to a career fire department, then only the chief of the career fire department shall be a director. If a Member has no career fire departments and more than one volunteer fire department, then the chiefs of volunteer fire departments shall rotate membership on the Board annually in the order in which the volunteer fire departments were organized, from oldest department to newest department.

Section 4. *Termination and Resignation.* A director shall cease to be a director on the date that he or she ceases to be the chief of his or her ~~career or volunteer~~ fire department, ~~as applicable~~. A director may resign at any time by written notice to the Secretary. Unless required by the terms of the resignation notice, formal acceptance shall not be necessary to make it effective.

Section 5. Interim Directors. If the chief of a fire department retires, resigns, dies, becomes disabled or otherwise ceases to serve as the chief of his or her ~~career or volunteer~~ fire department, then the individual duly appointed as acting chief or interim chief shall serve as an ex officio director of the Corporation until a replacement is appointed.

Section 6. Meetings and Notice. There shall be an Annual Meeting of the Board in June of each year, in place of a Regular Meeting. Any reference to an Annual Meeting in these Bylaws shall be deemed to be a reference to that. The Board shall have ~~quarterly~~bi-monthly meetings, which shall be considered Regular Meetings. Regular Meetings of the Board may be held without call or formal notice at such places and at such times as the Board may from time to time determine by vote. Special meetings of the Board may be held at any time and at any place, when called by the President, the Treasurer, or two or more directors, reasonable notice thereof being given to each director by the Secretary or in case of death, absence, incapacity, or refusal of the Secretary, by the officer of Corporation calling the meeting, or without call or formal notice provided all the directors then in office are present or all the directors then in office waive notice thereof by a writing that is filed with the records of the meeting. In any case, it shall be deemed sufficient notice to a director to send notice by USPS mail or e-mail at least forty-eight (48) hours before the meeting, addressed to the director at his or her usual or last known e-mail or business or residence postal address, or to give notice to him or her in person by handing him or her a written notice at least forty-eight (48) hours before the meeting. If there is no officer qualified by these Bylaws to preside at any meeting of the Board, the directors shall choose one of their members to preside.

Section 7. Attendance by Designee; Proxies. ~~The chief of any fire department may, by notice delivered by hand, USPS mail or e-mail to the President or Secretary of the Corporation, designate an assistant chief, captain or other senior officer of the fire department (a "Designee") to attend the meeting in the chief's stead and, unless otherwise specifically indicated in the chief's notice, the Designee shall have full authority to vote upon any question or matter at the meeting. The notice must indicate the date of the meeting to which it applies. If delivered by hand, the chief's notice must be delivered by the Designee prior to, or at the start of, the meeting. If delivered by USPS mail or e-mail, the chief's notice must be delivered prior to the start of the meeting. A chief's notice delivered under this Section is valid for only one meeting. A separate notice is required for each meeting attended by a Designee. A vote cast by a Designee shall be deemed a vote by proxy.~~

Section 8. Waiver of Notice. Notice of any meeting of the Board may be waived by any or all of the persons entitled to notice by written waiver filed with the Secretary of the Corporation either before or after such meeting.

Section ~~89.~~ Quorum. Unless otherwise required by law or these Bylaws, the quorum necessary for the transaction of business shall consist of a majority of the directors then in office: ~~present in person, or represented by proxy.~~ A director may be deemed present and may participate in a meeting of the Board by means of a telephone or video conference call, ~~Skype,~~ or other device or means enabling all participating directors to hear one another and such participation shall constitute presence in person. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be adjourned without further notice.

Section ~~910.~~ Action by Board. When a quorum is present at any meeting, votes of a majority

of the directors present ~~and voting in person or represented by proxy~~ shall be requisite and sufficient for the conduct of any business and a majority of the directors present ~~and voting in person or represented by proxy~~ shall decide any question brought before the meeting, except in any case where a larger vote is required by law, by the Certificate of Incorporation, or by these Bylaws.

Section ~~40~~11. Written Consent. If all the directors consent in writing to a resolution or resolutions approving or ratifying any action taken or to be taken by the Corporation, the action shall be as valid as though it had been authorized at a meeting at the Board. The consent must set forth the action taken or to be taken by the Corporation. Each consent must be signed and delivered to the Secretary. Signature and delivery may be accomplished in any written form including email. All unanimous written consents shall be maintained by the Secretary with the minutes of the Board's meetings.

Section ~~41~~2. Compensation. Directors and officers shall not receive any salary, wages or like compensation for their services in such capacity. Directors, officers, and other individuals may be reimbursed by the Corporation for their reasonable expenses and disbursements on behalf of the Corporation.

Section ~~42~~3. Conflicts of Interest. Actions of the directors shall be in keeping with the Conflicts of Interest provisions of the Corporation's Certificate of Incorporation and with applicable provisions of the CGS.

Section ~~43~~14. Committees of the Board of Directors.

- (a) Committees may be created by the Board as and when the Board deems them necessary to promote the objectives of the Corporation.
- (b) The members and the chairperson of each committee shall be appointed by the President.
- (c) A quorum of any committee shall be the majority of the members of the committee.
- (d) Action by a committee may be taken by a majority vote of the members present at the committee meeting at which a quorum is present.
- (e) Each member of a committee shall continue as such until the next Annual Meeting of the Board and until his or her successor is appointed, unless the committee is terminated, or unless the member resigns or is removed from the committee, or unless the member ceases to qualify as a member of the committee.
- (f) Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- (g) Each committee may adopt rules for its own government, so long as the rules

are not inconsistent with these Bylaws or with rules adopted by the Board.

Section 4415. Donations. The President may accept donations on behalf of the Corporation provided that the acceptance of donations of cash or property with a value of more than \$500.00 shall first be approved by the Board. The Board reserves the right to refuse any donation, sponsorship, or advertisement opportunity that is not in keeping with the Corporation's mission.

Section 4516. *Rules of Order.* Unless otherwise determined by the Board, the rules contained in the current edition of Robert's Rules of Order shall govern all meetings of the Corporation and its committees.

Section 17. Standards, Rules and Qualifications. The Board shall adopt standards, rules and qualifications for individuals identified on the Corporation's personnel roster and shall designate an officer of the Corporation to maintain the Corporation's personnel roster (the "Roster Coordinator"). It shall be the duty of the Roster Coordinator to regularly update the Corporation's personnel roster and distribute each updated version of the Corporation's personnel roster to the chiefs of the Members' fire departments.

Article VI **Officers**

Section 1. *Titles.* Unless the Board determines otherwise, the Corporation's officers shall consist of President, Vice President, Secretary and Treasurer.

Section 2. *Eligibility.* The officers of the Corporation shall be chosen from among the directors of the Corporation.

Section 3. *Terms of Office.*

- (a) The term of office shall be one year for each officer and may be renewed by mutual agreement of the Board and the officer.
- (b) The officers shall be elected by the Board at the Annual Meeting held in June.
- (c) All officers shall take office on July 1 following their election.
- (d) No more than one position of officer may be held by one individual.

Section 4. *Vacancies.* Vacancies shall be filled by vote of the Board for the unexpired portion of the term. The election shall occur at the next following regular or special meeting of the Board following the occurrence of the vacancy.

Section 5. *Removal and Resignations.* An officer may be removed from his or her office by vote of at least two-thirds of the directors. Resignation of an officer shall be accomplished by delivery of a written letter of resignation to the President. The President may resign by delivery of a resignation letter to the Vice President, Secretary or Treasurer.

Section 6. President. The President is the chief executive officer of the Corporation. The President shall preside at all business meetings of the Board and Members and be responsible for administering the affairs of the Corporation according to the policies and regulations established by the Board. The President, with the approval of the Board, may appoint temporary committees for special assignments. The President will appoint the members of committees including the chairperson. The President shall be an ex officio member of all committees. The President shall be the spokesperson to the media for the Corporation or appoint a director to speak in his/her place.

Section 7. Vice President. In the absence of the President or in the event of the President's death, inability, or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or the Board.

Section 8. Treasurer. The Treasurer shall, subject to the direction of the Board, have the custody of all personal property and securities of the Corporation, shall keep the financial records of the Corporation, shall render to the directors, at each regularly scheduled meeting of the Board and otherwise when required by them, a full report of the transactions of the Corporation and his or her official acts, and shall perform such other duties as may be required of him or her by the President or the Board. The Treasurer shall be responsible and ensure that there is preparation of any and all tax returns and other reports required to be filed by the Internal Revenue Service and/or the Connecticut Department of Revenue Services.

Section 9. Secretary. The Secretary shall keep the minutes of all the meetings of the Board and the Members, shall have charge of the seal of the Corporation, shall keep accurate records of the Corporation's affairs, and in general, perform the duties assigned by the President or the Board. The Secretary shall keep the minutes of the meetings of the Board and the Members open to the inspection of any director all reasonable times.

Article VII **Banks, Contracts and Audits**

Section 1. Depositories. All funds of the Corporation shall be deposited in the name of the Corporation in such bank, banks, or other financial institutions as the Board may from time to time designate and shall be drawn out on checks, drafts, or other orders signed on behalf of the Corporation by either the President or the Treasurer.

Section 2. Execution of Contracts. All contracts, deeds, and other instruments shall be signed on behalf of the Corporation by the President, the Vice President, the Treasurer or the Secretary.

Section 3. Audits. The Treasurer shall call for an independent audit of the books of the Corporation as the Treasurer shall determine advisable, but not less often than required by law.

Article VIII **Professionals**

The Board may appoint and retain one or more attorneys and accountants to provide professional services to the Corporation.

Article IX
HAZMAT Technicians

Each Member shall provide to the Roster Coordinator the names of at least two (2) individuals who are active members of a fire department operating in the Municipality and who hold a certification issued under NFPA 472: Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents (“HAZMAT Technicians”). Each Member is responsible, at all times, for providing two (2) HAZMAT Technicians for service to the Corporation.

Article X
Nondiscrimination

Section 1. The Corporation shall offer its services, information, and financial assistance to persons and groups equally and without regard to race, gender, marital status, age, sexual orientation, physical or mental disability or religion. Discrimination on the basis of any of those criteria is prohibited.

Section 2. Discrimination in employment on the basis of race, gender, marital status, age, sexual orientation, physical or mental disability or religion is prohibited.

Article XXI
Fiscal Year

The fiscal year of the Corporation shall begin on the first of July and end on the 30th day of June each year.

Article XIXII
Amendments

Amendments to these Bylaws may be proposed by any director and shall be passed by the affirmative vote of two-thirds of the ~~Members~~directors. These Bylaws shall not be amended so as to permit the Corporation to engage in any such activity that would be inconsistent with its classification as an organization described in Section 501(c)(3) of the Code (or the corresponding provision of any future federal tax code).

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM**

Revised October 11, 2022 2:04 p.m.

This Interlocal Agreement (the “Agreement”) is by and among the Connecticut municipalities in the left column below (listed in alphabetical order, each a “Municipality” and collectively, the “Municipalities”) by their respective chief elected officers.

MUNICIPALITIES

PARTICIPATING FIRE DEPARTMENTS

CITY OF BRIDGEPORT

BRIDGEPORT FIRE DEPARTMENT

TOWN OF DARIEN

THE DARIEN FIRE DEPARTMENT INCORPORATED
THE NOROTON FIRE DEPARTMENT, INCORPORATED
THE NOROTON HEIGHTS FIRE DEPARTMENT, INCORPORATED

TOWN OF EASTON

EASTON VOLUNTEER FIRE CO INCORPORATED

TOWN OF FAIRFIELD

FAIRFIELD FIRE DEPARTMENT

TOWN OF GREENWICH

GREENWICH FIRE DEPARTMENT

TOWN OF MONROE

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1, INC.
THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1, INC.
STEVENSON VOLUNTEER FIRE COMPANY, INCORPORATED

TOWN OF NEW CANAAN

NEW CANAAN FIRE DEPARTMENT

CITY OF NORWALK

NORWALK FIRE DEPARTMENT
THE ROWAYTON HOSE COMPANY NO. 1, INCORPORATED

CITY OF STAMFORD

STAMFORD FIRE DEPARTMENT

TOWN OF STRATFORD

STRATFORD FIRE DEPARTMENT

TOWN OF TRUMBULL

LONG HILL FIRE DISTRICT
TRUMBULL CENTER FIRE DISTRICT
NICHOLS FIRE DISTRICT

TOWN OF WESTON

THE WESTON VOLUNTEER FIRE DEPARTMENT, INCORPORATED

TOWN OF WESTPORT

WESTPORT FIRE DEPARTMENT

TOWN OF WILTON

WILTON FIRE DEPARTMENT

RECITALS

- A. For purposes of this Agreement, “Participating Fire Departments” means and includes the career and volunteer fire departments listed in the right column on Page 1.
- B. In addition to the chief elected officers of the Municipalities, the chiefs of the Participating Fire Departments (each, a “Chief” and collectively, the “Chiefs”) have indicated their approval of this Agreement by signing next to the chief elected officials of the Municipalities in which their respective Participating Fire Departments are located.
- C. The Municipalities, except for the Town of Greenwich (collectively, the “Original Municipalities”), entered into a Hazardous Materials Response Assistance Mutual Aid Agreement For Additional Fire Protection dated June 11, 1999 (the “1999 Agreement”).
- D. The Town of Greenwich joined the Original Municipalities by adopting the 1999 Agreement at a later date.
- E. Under the 1999 Agreement, the Municipalities pledged to contribute personnel and equipment to a group which came to be known as the Fairfield County Hazardous Incident Response Team (“FCHIRT”).
- F. The 1999 Agreement was intended to improve response to hazardous materials incidents and other emergencies within the region by permitting the Chief of a Participating Fire Department to call upon personnel and equipment on FCHIRT’s roster to respond to an incident beyond the resources available within the Participating Fire Department.
- G. Since 1999, the Chiefs have expanded FCHIRT’s role to include assistance with field communications and assistance with natural and man-made regional emergencies.
- H. The 1999 Agreement does not address the legal status of FCHIRT, leaving FCHIRT as an undefined and unincorporated association, not recognized as a legal entity under Connecticut law.
- I. FCHIRT maintains a roster of personnel specially trained to respond to spills of hazardous materials, coordinate field communications and respond to natural and man-made regional emergencies (the “Personnel Roster”).
- J. FCHIRT has no employees, the personnel appearing on the Personnel Roster being career firefighters employed by the Municipalities or volunteering for the Participating Fire Departments, as applicable, along with a small number of police and dispatch personnel employed by the Municipalities.
- K. FCHIRT maintains a list of specialized emergency response equipment (the “Equipment Roster”).

- L. FCHIRT owns no equipment, all of the equipment appearing on the Equipment Roster being owned by various Municipalities and stored in facilities maintained by various Participating Fire Departments.
- M. As to employment relationships and equipment ownership, the Municipalities desire to continue the status quo.
- N. As to legal status, the Municipalities have concluded that FCHIRT's undefined and unincorporated status presents a number of disadvantages and that incorporating FCHIRT under the Connecticut Non-Stock Corporation Act will allow FCHIRT to: adopt suitable bylaws; elect a board of directors and officers; obtain a federal taxpayer identification number; open one or more bank accounts; adopt budgets; establish fees for services; collect insurance claims from insured spillers; apply to the Internal Revenue Service for recognition as a tax-exempt organization; solicit tax deductible charitable contributions from citizens and regional businesses; apply for grants; enter into contracts with providers of services and materials; and enter into mutual aid agreements with non-governmental entities.

NOW THEREFORE, the Municipalities agree as follows.

1. Amendment and Restatement. This Agreement amends and restates the 1999 Agreement.
2. Statutory Authority. Authority for this Agreement is derived from CGS Sections 7-339a through 7-339l.
3. Effective Upon Signature. This Agreement shall be effective on the date that this Agreement has been signed by the chief elected officers of eight (8) Municipalities (the "Effective Date"). If the chief elected officers of at least eight (8) Municipalities have not signed this Agreement by December 31, 2023, then this Agreement shall be void. The signature of the Chief of each Participating Fire Department indicates that he or she has reviewed and approved the terms of this Agreement and has recommended it to the chief elected officer of the Municipality in which his or her Participating Fire Department is located.
4. Purposes. The purposes of this Agreement are to provide for the safe and efficient response to hazardous materials spills, natural and man-made regional emergencies and other incidents within the borders of the Municipalities and for the effective and well coordinated training of personnel.
5. Operational Matters.
 - a. Emergency Response Procedures. FCHIRT has established written procedures for requesting and providing assistance, communications and deployment of personnel and equipment ("Emergency Response Procedures"). FCHIRT will disseminate the Emergency Response Procedures to each Participating Fire Department. FCHIRT will solicit and respond to comments with respect to improvement of the

Emergency Response Procedures and will disseminate amendments to the Participating Fire Departments.

- b. Response to Incident Scenes. FCHIRT Directors, FCHIRT Officers and FCHIRT Technicians will not act on behalf of FCHIRT at the scene of any incident. If an FCHIRT Director, FCHIRT Officer or FCHIRT Technician responds to an incident, all of his or her actions and decisions shall be taken solely in his or her capacity as an agent or employee of the Municipality by whom he or she is employed or the Participating Fire Department for whom he or she volunteers.
- c. Requests for Assistance. If an Officer-In-Charge determines that hazardous material control equipment or other emergency assistance is required beyond that which the Participating Fire Department can furnish with its own resources, the Officer-In-Charge may make a Request for Assistance. If the Requesting OIC happens to be an FCHIRT Director, FCHIRT Officer or FCHIRT Technician, the Requesting OIC shall make the Request for Assistance in his or her capacity as Officer-In-Charge.
- d. Responses to Requests for Assistance. Upon receipt of a Request for Assistance, the Responding OIC shall order that FCHIRT Technicians and Equipment be deployed to the incident scene except to the extent that the personnel or equipment are unavailable. An FCHIRT Technician will be considered unavailable if the Responding OIC determines that the FCHIRT Technician is required at the scene of another incident, if the FCHIRT Technician is on leave or otherwise too far away to respond. Equipment will be considered unavailable if the Responding OIC determines that it is required at the scene of another incident or if the Equipment is not operational. If the Responding OIC determines that an FCHIRT Technician or Equipment is unavailable, the Responding OIC shall immediately inform the Requesting OIC. No FCHIRT Director, FCHIRT Officer or FCHIRT Technician, will, acting in his or her capacity as FCHIRT Director, FCHIRT Officer or FCHIRT Technician, initiate a response or deploy FCHIRT Technicians or Equipment to the scene of any incident, a Request for Assistance by an Officer-In-Charge being an essential precondition to each response or deployment of FCHIRT Technicians and Equipment.
- e. Incident Command. At each incident scene, the Requesting OIC shall be in command of operations. If the Requesting OIC requests that a senior officer of a Responding Department assume command, then the Requesting OIC shall not be relieved of responsibility for operations at the scene. FCHIRT Technicians and Equipment of Responding Departments shall be under the immediate supervision and responsibility of their respective Responding OICs who shall, in turn, be under the supervision of the Requesting OIC.
- f. Incident Reports and Analysis. FCHIRT shall receive, collect and analyze reports from officers of Requesting Departments and Responding Departments and shall

disseminate to the Participating Fire Departments analysis and recommendations for tactical and logistical improvements.

- g. Equipment Inspections and Replacement. FCHIRT officers shall coordinate with Participating Fire Departments the inspection of Equipment and shall remove Equipment from the Equipment Roster as Equipment is taken out of service. FCHIRT Officers shall consult with Participating Fire Departments regarding equipment replacement schedules and the need to replace damaged, worn out or obsolete Equipment.
6. Term. This Agreement shall remain in effect until terminated by action of the legislative bodies of a majority of the Municipalities.
7. Incorporation of FCHIRT. FCHIRT shall be incorporated as a non-stock corporation under the Connecticut Revised Nonstock Corporation Act. The legal corporate name of FCHIRT shall be Fairfield County Hazardous Incident Response Team, Inc.
8. Corporate Governance. Each Municipality shall be considered a member of the corporation and shall be entitled to one seat on the board of directors of the corporation. The board of directors of FCHIRT shall be comprised of the Chiefs of the Participating Fire Departments, except that, if a Municipality has: (a) more than one volunteer fire department and no career fire departments, then only one of the Chiefs of the volunteer fire departments shall be a director at any time; or (b) one or more volunteer fire departments in addition to a career fire department, then only the Chief of the career fire department shall be a director. If a Municipality has no career fire departments and more than one volunteer fire department then the Chiefs of volunteer fire departments shall rotate membership on the board of directors of FCHIRT annually in the order in which the volunteer fire departments were organized, from oldest department to newest department. Decisions within the purview of the members and directors of FCHIRT shall be made by majority vote of the members or directors, as applicable.
9. Tax Exempt Organization. FCHIRT shall apply to the Internal Revenue Service for recognition as a tax exempt organization under Section 501(c) of the Internal Revenue Code. FCHIRT may solicit and accept gifts, donations, grants and charitable contributions.
10. Ownership of Property. FCHIRT shall not own any real estate, registered or non-registered motor vehicles, apparatus or operational equipment of any kind. Title to each piece of Equipment shall be held at all times by one of the Municipalities. FCHIRT may place a label or mark upon equipment listed on the Equipment Roster for purposes of identification. Any such label or mark shall not be construed as indicia of ownership. Tangible property owned by FCHIRT shall be limited to office equipment, office furniture and supplies.
11. Office Space. The Participating Fire Department in which the president of FCHIRT serves shall provide incidental office space to FCHIRT without charge. FCHIRT shall initially maintain its office at the Nichols Fire Department.

12. Fiscal Year and Budgets. FCHIRT will have a fiscal year beginning July 1 and ending June 30. The board of directors of FCHIRT shall establish a budget for each fiscal year.
13. Fees. Each Municipality shall pay an annual membership fee or provide services or equipment to FCHIRT of equivalent value. As of the date of the Effective Date, the membership fee is \$3,000 (the "Membership Fee"). The board of directors of FCHIRT shall have the authority to determine the value of services or equipment provided by a Municipality in lieu of paying the Membership Fee. FCHIRT shall have the right to settle and collect insurance claims from insured spillers with respect to incidents.
14. Adjustments in Fees. The Membership Fee may be adjusted from time to time by majority vote of FCHIRT's directors.
15. Grants. FCHIRT shall have the authority to apply for and receive grants for the purchase of operational equipment and training and educational programs. If FCHIRT receives grant funds for the purchase of operational equipment, FCHIRT shall, by majority vote of FCHIRT's board of directors, either transfer the grant funds to a Municipality for procurement of the equipment or procure the equipment and assign title to a Municipality.
16. Training and Certification Programs. FCHIRT may schedule and coordinate training, drills and certification programs ("TDC Programs"). Each individual participating in a TDC Program must have authorization from the Chief of his or her Participating Fire Department and will be deemed to be acting in his or her capacity as an employee or agent of his or her Municipality or Participating Fire Department, as applicable, for the duration of each TDC Program. Personnel of Participating Fire Departments making presentations or acting as instructors at TDC Programs will be acting as employees or agents of their respective Municipalities or Participating Fire Departments, as applicable, when making presentations or acting as instructors. FCHIRT may reimburse Municipalities and Participating Fire Departments for the cost of personnel, materials and facilities provided for TDC Programs. FCHIRT may retain the services of outside trainers or instructors for TDC Programs upon receipt of confirmation that the trainer or instructor is covered under a satisfactory insurance policy.
17. Employees. Career firefighters and other agents of municipal public safety agencies appearing on the Personnel Roster shall remain employees of their respective Municipalities or Participating Fire Departments, as applicable. Except in the context of a response to an emergency and then only pursuant to the Emergency Response Procedures, no official of any Municipality or Participating Fire Department shall have the right or authority to direct the performance of services by an employee of another Municipality or Participating Fire Department. No official of any Municipality or Participating Fire Department shall have the right to modify the terms or conditions of employment of an employee of another Municipality or Participating Fire Department. The Municipalities or Participating Fire Departments, as applicable, shall be responsible for all compensation and benefits of their respective firefighters and other agents, including, without limitation, wages, overtime, health insurance, pension and retirement plan contributions, family and

medical leave, vacation time and sick time. This Agreement shall not be construed as granting rights to employees, agents or volunteers of any Municipality or Participating Fire Department to participate in any collective bargaining agreement to which any other Municipality or Participating Fire Department is a party or to participate in any health care or retirement benefit plan sponsored by another Municipality or Participating Fire Department.

18. Mutual Aid Agreements With Non-Municipal Entities. FCHIRT may enter into mutual aid agreements with non-municipal entities such as airports and private industrial facilities that employ specially trained personnel or specially designed equipment.
19. Withdrawal. A Municipality may withdraw from this Agreement for any reason upon delivery of Notice to the other Municipalities.
20. Insurance. The Municipalities will maintain their customary insurance coverages with respect to their respective FCHIRT Technicians and Equipment. FCHIRT will maintain directors and officers liability insurance and fidelity/crime insurance coverage.
21. Cross Indemnification. To the extent permitted by law, the Municipalities shall indemnify and hold each other harmless from any and all claims, causes of action and lawsuits arising out of the negligent or willful misconduct of their respective employees, agents and volunteers. The cross indemnification covenants under this Section shall survive the termination of this Agreement or withdrawal of a Municipality.
22. No Advisory Board. The Municipalities find that no interlocal advisory board, as permitted by CGS Section 7-339b(a)(2), is required to accomplish the purposes of this Agreement.
23. Amendment. This Agreement may not be amended except by written agreement signed by the chief elected officers of at least a majority of the Municipalities. Any Municipality may propose an amendment to the other Municipalities.
24. Additional Jurisdictions. Additional towns and cities may be added as parties to this Agreement upon majority vote of the board of directors of FCHIRT and written acceptance of the terms of this Agreement.
25. Assignment. The rights and obligations of the Municipalities under this Agreement are not assignable.
26. Dispute Resolution. Except with respect to the institution of legal proceedings which seek equitable relief, appeal or judgment enforcement, disputes arising under this Agreement shall be resolved as follows.
 - a. Negotiation. The chief elected officers of the Municipalities involved in the dispute shall meet either alone or together with their respective advisors, in the spirit of good faith, to attempt to negotiate a resolution of the dispute by mutual agreement in writing. If a dispute is between one or more Municipalities and

FCHIRT, then the duly elected president of FCHIRT shall participate in the negotiations.

- b. Mediation. If the chief elected officers of the involved Municipalities (and the president of FCHIRT, if applicable) are unable to resolve the dispute by mutual agreement under Section 26(a) within two (2) weeks following the initiation of negotiations, then the dispute shall be submitted to non-binding mediation between the parties and a mediator to be jointly selected by the involved Municipalities (and FCHIRT, if applicable) (each a “Party” and collectively, the “Parties”). A Party seeking to resolve a dispute hereunder shall give Notice to the other Parties that it wishes to begin the mediation process. Upon receipt of such Notice, the Parties shall meet to mutually select a mediator. The mediation process shall be deemed initiated upon the receipt of the aforementioned Notice by the receiving Party.
 - c. Arbitration. If the dispute is not resolved by mediation under Section 26(b) within a period of three (3) weeks following the initiation of mediation as set forth above, then a Party may demand that the dispute be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the “Commercial Arbitration Rules”) and upon such demand, the dispute shall be submitted to arbitration in Fairfield County, Connecticut. Arbitration shall be before a single arbitrator appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions of this Agreement, shall take place in Fairfield County, Connecticut. The Parties hereby expressly consent to such venue and to the personal and subject matter jurisdiction of such courts and such proceedings. Notice shall be given and the hearing conducted in accordance with the provisions of the Commercial Arbitration Rules. The arbitrator shall hear and determine the matter and shall execute and acknowledge its award in writing and deliver a copy thereof to each Party by registered or certified mail. A judgment confirming the award of the arbitrator may be rendered in any court having jurisdiction. Costs and expenses of arbitration, including, but not limited to, the fees of the arbitrator, shall be borne by the non-prevailing Party or in such proportion as the arbitrator shall determine.
27. Authorization. Each individual signing this Agreement on behalf of a Municipality represents that he or she is the chief elected officer of his or her Municipality and that he or she has obtained all requisite authority to bind the Municipality he or she serves to the provisions of this Agreement. Each individual signing on behalf of a Participating Fire Department represents that he or she is the Chief of the Participating Fire Department.
28. No Waiver. No failure on the part of any Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of any such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and

privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

29. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Municipalities agree that this Agreement may be transmitted among them by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The Municipalities intend that electronic signatures constitute original signatures and that an Agreement containing the signature (original or electronic) of the chief elected officer of a Municipality is binding on the Municipality once sent via electronic mail.
31. Captions. The captions and section headings appearing in this Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.
32. Defined Terms. Capitalized words phrases and acronyms appearing in this Agreement shall have the meanings ascribed to them below.
 - a. “CGS” means the Connecticut General Statutes, as amended.
 - b. “Equipment” means and includes a registered or non-registered motor vehicle, apparatus or other operational equipment identified on the Equipment Roster.
 - c. “FCHIRT Director” means an individual serving on the board of directors of FCHIRT.
 - d. “FCHIRT Officer” means an individual serving as the president, vice president, corresponding secretary, recording secretary, treasurer or assistant treasurer of FCHIRT.
 - e. “FCHIRT Technician” means an individual whose name appears on the Personnel Roster.
 - f. “Municipality” shall have the meaning ascribed to it under CGS Section 7-148cc, notwithstanding the definition indicated on Page 1. Specifically, “Municipality” means any municipality, as defined in CGS Section 7-187, any district, as defined in CGS Section 7-324, any metropolitan district or any municipal district created under CGS Section 7-330 and located within the State of Connecticut.
 - g. “Notice” means only written notification given by one Municipality to another Municipality or to FCHIRT. Notice may be given only by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt); a

nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express or UPS Next Day). All Notices will be effective on receipt. Notices must be given to a Municipality at its Notice Address.

- h. “Notice Address” for each Municipality means the address indicated in Schedule A. The Notice address for FCHIRT is Fairfield County Hazardous Incident Response Team, Inc., 100 Shelton Road, Trumbull, CT 06611, Attention Andrew Kingsbury.
- i. “Officer-In-Charge” means, in the context of an emergency response incident, the officer in charge of the Participating Fire Department within the territory of which the incident occurs.
- j. “Request for Assistance” means a request made by an Officer-In-Charge that one or more FCHIRT Technicians or Equipment be deployed to the scene of an emergency response incident.
- k. “Requesting Department” means a Participating Fire Department the Officer-In-Charge of which makes a Request for Assistance.
- l. “Requesting OIC” means an Officer-In-Charge that makes a Request for Assistance.
- m. “Responding Department” means a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.
- n. “Responding OIC” means the Officer-In-Charge of a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

CITY OF BRIDGEPORT

BRIDGEPORT FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF DARIEN

THE DARIEN FIRE DEPARTMENT INCORPORATED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

THE NOROTON FIRE DEPARTMENT,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

THE NOROTON HEIGHTS FIRE DEPARTMENT,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

TOWN OF EASTON

EASTON VOLUNTEER FIRE CO INCORPORATED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF FAIRFIELD

FAIRFIELD FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF GREENWICH

GREENWICH FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF MONROE

Signature _____

Name _____

Title _____

Date _____

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1,
INC.

Signature _____

Name _____

Title _____

Date _____

THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1,
INC.

Signature _____

Name _____

Title _____

Date _____

STEVENSON VOLUNTEER FIRE COMPANY,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

TOWN OF NEW CANAAN

Signature _____

Name _____

Title _____

Date _____

NEW CANAAN FIRE DEPARTMENT

Signature _____

Name _____

Title _____

Date _____

CITY OF NORWALK

NORWALK FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

THE ROWAYTON HOSE COMPANY NO. 1,
INCORPORATED

Signature _____

Name _____

Title _____

Date _____

CITY OF STAMFORD

STAMFORD FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF STRATFORD

STRATFORD FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF TRUMBULL

LONG HILL FIRE DISTRICT

LONG HILL FIRE DISTRICT

Signature:

Signature:

Signature:

Name:

Name:

Name:

Title: First Selectwoman

Title: Chief of Department

Title: Commissioner

Date:

Date:

Date:

TRUMBULL CENTER FIRE DISTRICT

TRUMBULL CENTER FIRE DISTRICT

Signature:

Signature:

Name:

Name:

Title: Chief of Department

Title: Commissioner

Date:

Date:

NICHOLS FIRE DISTRICT

NICHOLS FIRE DISTRICT

Signature:

Signature:

Name:

Name:

Title: Chief of Department

Title: Commissioner

Date:

Date:

TOWN OF WESTON

THE WESTON VOLUNTEER FIRE DEPARTMENT,
INCORPORATED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF WESTPORT

WESTPORT FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TOWN OF WILTON

WILTON FIRE DEPARTMENT

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

{End of signature pages. The next page is Schedule A.}

SCHEDULE A
NOTICE ADDRESSES

City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604
Attention: Mayor

Town of Darien
2 Renshaw Road
Darien, CT 06820
Attention: First Selectman

Town of Easton
225 Center Road
Easton, CT 06612
Attention: First Selectman

Town of Fairfield
611 Old Post Road
Fairfield, CT 06824
Attention: First Selectman

Town of Greenwich
101 Field Point Road
Greenwich, CT 06830
Attention: First Selectman

Town of Monroe
7 Fan Hill Road
Monroe, CT 06468
Attention: First Selectman

Town of New Canaan
77 Main Street
New Canaan, CT 06840
Attention: First Selectman

City of Norwalk
125 East Avenue
Norwalk, CT 06856
Attention: Mayor

City of Stamford
888 Washington Boulevard
Stamford, CT 06901
Attention: Mayor

Town of Stratford
2725 Main Street
Stratford, CT 06615
Attention: Mayor

Town of Trumbull
5866 Main Street
Trumbull, CT 06611
Attention: First Selectman

Town of Weston
56 Norfield Road
Weston, CT 06883
Attention: First Selectman

Town of Westport
110 Myrtle Avenue
Westport, CT 06880
Attention: First Selectman

Town of Wilton
238 Danbury Road
Wilton, CT 06897
Attention: First Selectman

**10. Approval of the Fiscal Year 2023-2024 Budget
Development Calendar:**

**I move to approve the Fisscal Year 20230-2024
Budget Development Calendar, as presented.**

BUDGET DEVELOPMENT CALENDAR FISCAL YEAR 2023-24 BUDGET

Wednesday, November 9, 2022 – Budget package/forms sent to departments.

Friday, December 9, 2022 – Departments submit budget requests via email to Darcy Barrera-Hawes at executiveassistant@westonct.gov by Noon. (Charter requires submission by January 14 of each year).

Tuesday, December 13, 2022 thru Friday, December 16, 2022 – Departments meet via Zoom with First Selectwoman, Town Administrator & Finance Director for a review of initial budget requests.

Monday, December 19, 2022 thru Wednesday, December 21, 2022 – Select departments meet via Zoom with First Selectman, Town Administrator & Finance Director for the purpose of follow-up discussions.

Friday, January 27, 2023 – Board of Selectmen receives proposed budgets from both the Board of Education (Charter requires by February 3rd) and the First Selectwoman (Charter requires by February 10th).

Tuesday, February 7, 2023, 6:00 pm – First Selectwoman presents her proposed budget. Board of Selectmen reviews the Board of Education’s proposed budget.

Wednesday, February 8, 2023, 6:00 pm – Board of Selectmen reviews First Selectwoman’s proposed budget.

Tuesday, February 14, 2023, 6:00 pm – Board of Selectmen reviews the First Selectwoman’s proposed budget. Board of Selectmen votes on and transmits First Selectwoman’s proposed budget to the Board of Finance. Board also nominates moderator for ATBM.

Friday, February 24, 2023, 4:30 pm – Budget books made available to Board of Finance. (Charter requires by March 1st).

Wednesday, March 8, 2023, 6:00 pm – Board of Finance reviews Board of Education’s budget request.

Thursday, March 9, 2023, 6:00 pm – Board of Finance reviews Board of Selectmen’s budget request.

Tuesday, March 14, 2023, 6:00 pm – *(if necessary)* Board of Finance reviews Board of Education’s budget request and Board of Selectmen’s Budget

Saturday, March 19, 2023 - Publish notice of public hearing on budget (Charter requires 10 days prior to public hearing).

Tuesday, March 28, 2023, 6:00 pm – Board of Finance holds public hearing on budget request (Charter requires this meeting be held at least two weeks prior to the Annual Town Budget Meeting).

Thursday, March 30, 2023, 6:00 pm – Board of Finance budget deliberation meeting.

Tuesday, April 4, 2023, 6:00 pm – *(if necessary)* Board of Finance budget deliberation meeting.

Saturday, April 15, 2023 – Publish and post notice of Annual Town Budget meeting (Charter requires at least five days prior to meeting).

Thursday, April 20, 2023, 7:30 pm – Annual Town Budget meeting. Weston High School Auditorium.

Saturday, April 29, 2023, 12 pm to 8:00 pm – Proposed Annual Town Budget Referendum.

Monday, May 1, 2023 – Board of Finance meets to set mill rate.

11. Approval of Minutes from October 20, 2022 Regular Board of Selectmen Meeting:

I move to approve the unapproved minutes of the October 20, 2022 Regular Board of Selectmen Meeting, as presented.

**Board of Selectmen
Regular Meeting Minutes
October 20, 2022 at 7:30 pm
Meeting held via Zoom**

1. **Call to Order:** First Selectwoman Samantha Nestor called the meeting to order at 7:30 pm. Also in attendance were Selectman Martin Mohabeer, Selectwoman Amy Jenner, Town Administrator Jonathan Luiz, Director of Social Services Allison Lisbon, Lisa Luft, Michael Chad Hoepfner, Michael Schramm, Theresa Brasco, and members of the public.
2. **Pledge of Allegiance:** The Board of Selectmen led in the recitation of the Pledge of Allegiance.
3. **Moment of Silence:** First Selectwoman Nestor led the Board of Selectmen in a moment of silence in honor of the Bristol, Connecticut Police Officer who was injured in the line of duty and the two Bristol Police Officers killed in the line of duty on October 12, 2022.
4. **Proclamation for Fire Prevention Week:** First Selectwoman Nestor read into the record a Proclamation for Fire Prevention Week.
5. **Update from the Director of Social Services on the ARPA funded Mental Health Project / Sr. Care:** Weston Director of Social Services Allison Lisbon provided an update on the ARPA funded mental health project and senior care. She stated that a contract has been finalized for services with Waveny, a visiting nurse and hospice company. Weston Social Services is currently collaborating with Wilton and Westport to combine efforts to respond to mental health needs in the area. The communities are working on a contract with Positive Directions. There was discussion with the Board of Selectmen and Ms. Lisbon.
6. **Interview of Lisa Luft for a possible appointment to the Board of Education to fill the vacancy created by the resignation of Anthony Pesco:**

Selectman Mohabeer made a motion to amend agenda item 6 as follows: Interviews of Lisa Luft and Chad Hoepfner for a possible appointment to the Board of Education to fill the vacancy created by the resignation of Anthony Pesco. Motion was seconded by Selectowman Jenner. Motion passed unanimously. The Board of Selectmen interviewed Lisa Luft and Chad Hoepfner for a possible appointment to the Board of Education.
7. **Interview of Michael Schramm for possible appointment to the Board of Finance to fill the vacancy created upon the resignation of Jamie Zeppernick on October 30, 2022:** The Board of Selectmen interviewed Michael Schramm for possible appointment to the Board of Finance.
8. **Interview of Theresa Brasco for possible appointment to the Board of Finance to fill the vacancy created upon the resignation of Jamie Zeppernick on October 30, 2022:** The Board of Selectmen interviewed Theresa Brasco for possible appointment to the Board of Finance.
10. **Discussion/Decision to appoint Genevieve Morales to the Marketing Committee for a term expiring June 30, 2023:** Motion to appoint Genevieve Morales to the Marketing Committee for a term expiring June 30, 2023 made by Selectwoman Jenner. Motion was seconded by Selectman Mohabeer. Motion passed unanimously.
11. **Discussion/Decision to appoint Wendy Ramos to the Diversity, Equity, and Inclusion Committee for a term expiring June 30, 2024:** Motion to appoint Wendy Ramos to the Diversity, Equity, and Inclusion Committee for a term expiring June 30, 2024 made by Selectman Mohabeer. Motion was seconded by Selectwoman Jenner. Motion carried unanimously.

Selectwoman Jenner made a motion to add to the agenda a brief post-mortem and the discussion topic of the police locker room. Motion was seconded by First Selectwoman Nestor. Motion carried unanimously.

Selectwoman Jenner discussed the architect bidding process for the architectural services for the police locker room renovation project. Selectwoman Jenner said that she has prepared a draft procurement policy that would include triple bidding for projects over \$25,000 and would like to add to a future agenda to discuss an approach on how to codify purchasing policy for the Town. Discussion took place. First Selectwoman Nestor suggested collaborating with the Board of Finance and Town Administrator Jonathan Luiz, as he has already begun working on a draft policy. Selectman Mohabeer expressed his support. Selectwoman Jenner stated that she will contact Mr. Luiz.

12. Approval of Tax Refunds: A Motion to approve tax refunds totaling \$17,421.88 as presented was made by Selectwoman Jenner. Motion was seconded by Selectman Mohabeer. Motion was unanimously approved.

13. Approval of Minutes from the October 6, 2022 Special Board of Selectmen Meeting: Selectman Mohabeer made a motion to approve the minutes from the October 6, 2022 Special Board of Selectmen meeting as presented. Selectwoman Jenner seconded the motion. Discussion took place. Motion passed unanimously.

14. Adjournment: Selectman Mohabeer made a motion to adjourn. Selectwoman Jenner seconded the motion. Motion passed unanimously. Meeting adjourned at 9:25 pm.

Minutes prepared by Darcy Barrera-Hawes, Executive Administrative Assistant

12. Adjournment: I move to adjourn