

**Board of Finance Regular Meeting  
November 10, 2022 6:00 PM**

**Please click the link below to join the webinar:**

<https://us02web.zoom.us/j/88381044770?pwd=bDI2Wmh0QVV1bWg4aDdnNy9WUVIYUT09>

Join by Phone: 646 558 8656

Webinar ID: 883 8104 4770

Passcode: 164117

- 1 - Discussion regarding the Board of Education's financial update for fiscal year 2022-23. Phil Cross, Director of Finance and Operations.
- 2 - Discussion/decision regarding a request from the Board of Education for a supplemental appropriation in the amount of \$19,650 to conduct an assessment of paving conditions at the school and administration parking areas. Philip Cross, Director of Finance and Operations.
- 3 - Discussion regarding the Town's financial report for fiscal year 2022-23. Rick Darling, Finance Director.
- 4 - Discussion/Decision regarding approval of capital project close outs. Rick Darling, Finance Director.
- 5 - Discussion regarding the procurement process and purchasing policy for the Town. Jonathan Luiz, Town Administrator
- 6 - Discussion and possible decision regarding setting capital budget guidelines for the Town and Board of Education.
- 7 - Discussion/decision regarding approval of the meeting minutes of October 13 and October 27.
- 8 - Adjourn

Item 1



October 14, 2022

**TO:** BOE Finance Committee

**FROM:** Phillip Cross, Director of Finance and Operations

**SUBJECT:** September Financial Report for FY 22-23

Below is a summary report of the FY 23 Budget as of September 30, 2022.

FY-23 CATEGORY SUMMARY						
Object Series	Adjusted Budget	YTD Actuals	Encumbrance	Anticipated	Projected to EOY	Available Balance
Salaries (1000's)	33,765,943	4,650,172	27,027,366	2,052,536	33,730,074	35,868
Benefits (2000's)	10,377,379	2,837,976	6,806,998	732,406	10,377,379	-
Professional Services (3000's)	1,527,747	223,214	836,138	468,394	1,527,747	-
Property Services (4000s)	2,275,996	349,762	1,280,396	645,838	2,275,996	-
Other Services (5000s)	6,992,440	386,062	2,697,558	3,960,102	7,043,722	(51,282)
Supplies (6000s)	2,523,469	628,528	1,394,397	500,544	2,523,469	-
Equipment (7000s)	102,022	215,004	85,588	(198,570)	102,022	-
Other Objects (8000s)	126,306	66,142	24,463	35,701	126,306	-
Revenue (9000s)	(1,300,119)	(130,774)	(89,986)	(1,169,345)	(1,390,105)	89,986
<b>Total</b>	<b>\$ 56,391,182</b>	<b>\$ 9,226,086</b>	<b>\$ 40,062,918</b>	<b>\$ 7,027,606</b>	<b>\$ 56,316,610</b>	<b>\$ 74,572</b>

**Transfers**

There is a transfer for \$61,447 for BOE approval. This transfer is for the administrative portion of the proposed Director of Counselling position. It was decided not to move forward with the change this year.

<b>BUDGET TRANSFER</b>			
TO	Guidance	\$ 61,447	
FROM	District Administration		\$ 61,447
		\$ 61,447	\$ 61,447
	Administrative portion of Director of Counselling. It was decided not to move forward with the change this year.		

**Salaries**

Based on our current staffing level there is a \$35,868 salary savings. The main driver for this is turnover.

<b>Weston Public Schools</b>	
<b>FY 23 Salary Variance -As of 9/30/22</b>	
<b>Description</b>	<b>Amount (\$)</b>
Degree Level Change - Actual	(44,166)
Budget	43,520
Net Degree Level Change	(646)
Turnover Savings - Actual	151,514
Budget	(115,000)
Net Turnover Savings	36,514
<b>Net Salary Savings</b>	<b>\$ 35,868</b>

**Other Services**

At last month's meeting, we discussed the need to utilize an additional transportation provider for athletic charters. This decision was made to minimize disruptions to our school to home transportation.

At this time, we anticipate that we will need an additional \$51,282 for athletic transportation. This cost will be offset by a credit of \$89,986 from First Student. This represents credits for runs that were combined for the second half of last school year.

As demand for drivers continues from all sectors, we anticipate that the shortage of bus drivers will be exacerbated. If this is indeed the case, there will be an impact on future budgets.

**Revenues**

As mentioned above, we will be receiving a credit of \$89,986 from First Student. This represents credits for runs that were combined for the second half of last school year.

**Internal Services Fund**

Claims are in trending as expected.

**WESTON PUBLIC SCHOOLS  
INTERNAL SERVICES FUND  
FOR HEALTH BENEFITS PROGRAM**

Fiscal Year Ended		2023
<b>STATEMENT OF REVENUES AND EXPENDITURES</b>		
Fund Balance -July 1, 2022 (Unaudited)		\$ 418,466
Revenues:		
General Fund Appropriation		\$ 434,330
Reimbursements		\$ -
Total Contributions		\$ 434,330
Total Revenues (A)		\$ 434,330
Budgeted Claims		
Delta Dental:		
Claims		\$ 411,980
Administrative Fees		\$ 22,350
Total Dental Claims (B)		\$ 434,330
Net Change (A-B)		\$ -
Projected Fund balance June 30, 2023		\$ 418,466
<b>Delta Dental- Actual Claims</b>		
<b>Month</b>	<b>Claims &amp; Fees</b>	
July	27,017	
August	43,476	
September	24,354	
<b>Total</b>	<b>\$ 94,847</b>	
Actual YTD Spend Rate	21.8%	
Theoretical YTD Spend Rate	25.0%	
YTD Theoretical variance %	-3.2%	







**WESTON PUBLIC SCHOOLS**  
**FY23 FINANCIAL REPORT**  
 As of September 30, 2022  
 Period: 3 of 12

2019-2020	2020-2021	2021-2022	Object Code	Description	Adopted Budget	Budget Transfers	Adjusted Budget	YTD Expended	Encumbered	Anticipated	Expended & Encumbered To EOY	Balance Available
7,790,363	8,324,773	8,412,125	2000	Health Insurance	9,321,902		9,321,902	2,276,223	6,914,341	131,338	9,321,902	-
(1,361,419)	(1,438,037)	(1,508,844)	2022	Premium Cost Share	(1,664,207)		(1,664,207)	-	(1,589,901)	(1,505,308)	(1,664,207)	-
552,072	562,991	540,802	2001	Social Security	460,428		460,428	93,033		367,394	460,428	-
460,986	464,653	465,667	2002	Medicare	501,860		501,860	65,946		435,914	501,860	-
205,411	175,279	175,275	2003	Workers Compensation	185,790		185,790	175,214		10,576	185,790	-
60,043	56,973	25,494	2004	Unemployment Compensation	60,000		60,000	-		60,000	60,000	-
315,665	468,582	149,718	2005	Early Retirement Incentive	-		-	-		-	-	-
1,088,303	1,072,696	1,177,822	2007	Pension Contributions	1,324,006		1,324,006	212,217		1,111,789	1,324,006	-
58,565	75,005	73,227	2010	Tuition Reimbursement	75,000		75,000	-		75,000	75,000	-
64,926	63,528	63,952	2011-12	Life & Disability Insurance	67,600		67,600	15,342		700	67,600	-
24,556	86,591	105,506	2014	Sick Bank	45,000		45,000	-		45,000	45,000	-
<b>\$9,259,470</b>	<b>\$9,913,035</b>	<b>\$9,680,744</b>		<b>TOTAL BENEFITS</b>	<b>\$10,377,379</b>	<b>7.20%</b>	<b>\$10,377,379</b>	<b>\$2,837,976</b>	<b>\$6,906,998</b>	<b>\$732,406</b>	<b>\$10,377,379</b>	<b>\$</b>
								27.3%		65.6%	100.0%	
				<b>Professional &amp; Technical Services (\$1000s)</b>								
195,184	174,773	545,611	3210	Contracted Services Educational	385,700		385,700	30,311	355,390	-	385,700	-
265,218	139,888	128,921	3220-21	Consulting Services	120,835		120,835	24,906	86,718	9,211	120,835	-
80,956	93,201	123,549	3235	Testing	79,950		79,950	31,145	48,805	-	79,950	-
217,617	210,355	6,158	3239	Other Pupil Services	182,085		182,085	18,212	1,968	161,905	182,085	-
72,230	220,134	64,991	3303	Management Services	70,733		70,733	19,374	33,305	18,054	70,733	-
2,335	2,015	1,775	3304	License Fees-Facilities	3,500		3,500	1,275	1,060	1,165	3,500	-
237,145	204,996	245,731	3306	Legal Fees-SPED	240,000		240,000	38,308	201,692	-	240,000	-
186,270	164,948	167,193	3306	Legal Fees- Districtwide	150,000		150,000	48,807	93,594	7,600	150,000	-
68,638	83,425	95,138	3308	Police/Fire	111,869		111,869	-	450	111,419	111,869	-
148,442	72,208	67,382	3309	Professional Technical Services	129,349		129,349	10,878	13,156	105,314	129,349	-
52,049	21,917	49,966	3310	Sports Officials	53,726		53,726	-	-	53,726	53,726	-
<b>\$ 1,576,064</b>	<b>\$ 1,387,859</b>	<b>\$ 1,496,415</b>		<b>TOTAL PROF. &amp; TECH SERVICES</b>	<b>\$ 1,527,747</b>		<b>\$ 1,527,747</b>	<b>\$ 223,214</b>	<b>\$ 836,138</b>	<b>\$ 468,394</b>	<b>\$ 1,527,747</b>	<b>\$</b>
								14.6%	54.7%	30.7%	100.0%	

**WESTON PUBLIC SCHOOLS**  
**FY 23 FINANCIAL REPORT**  
 As of September 30, 2022  
 Period: 3 of 12

2019-2020		2020-2021		2021-2022		2022-2023							
Year-End Expense	Year-End Expense	Year-End Expense	Year-End Expense	Object Code	Description	Adopted Budget	Budget Transfers	Adjusted Budget	YTD Expended	Encumbered	Anticipated	Expended & Encumbered To EOY	Balance Available
746,875	848,529	859,036			<i>Property Services (6000s)</i>								
40,741	39,855	48,405		4300	Cleaning Services	923,080		923,080	149,867	762,825	10,387	923,080	-
95,688	68,366	122,591		4202	Rubbish Removal	51,133		51,133	4,609	-	46,524	51,133	-
260,100	150,940	158,732		4302	Equipment Repairs	153,927		153,927	5,490	52,085	96,352	153,927	-
4,397	4,924	5,297		4400	Equipment Rental	156,980		156,980	26,540	130,440	-	156,980	-
198,222	123,415	74,770		4401	Rental of Facilities	4,675		4,675	763	425	3,487	4,675	-
30,540	64,302	29,913		4500	Repair Allowance	200,000		200,000	1,340	2,448	196,212	200,000	-
215,822	167,812	172,720		4514	Fire Alarm System	32,000		32,000	8,031	6,069	17,900	32,000	-
120,757	121,482	146,866		4518	Sewer System Plant Maintenance	164,795		164,795	28,497	86,298	50,000	164,795	-
60,393	58,389	61,247		4520	Service Contracts	146,232		146,232	53,978	88,644	3,609	146,232	-
21,756	23,746	24,803		4530	Parks & Recreation	69,944		69,944	-	-	69,944	69,944	-
153,145	13,835	16,959		4539	Building Management System	25,525		25,525	23,432	93	2,000	25,525	-
208,237	147,127	173,293		4540	Athletic Facilities Repairs	29,500		29,500	6,027	12,169	11,305	29,500	-
17,370	53,702	122,304		4541	Contracted Services	215,570		215,570	5,300	135,200	75,070	215,570	-
9,032	9,450	2,366		4600	Special Projects	-		-	-	-	-	-	-
1,081	1,252	900		4602	Snow Plowing	10,500		10,500	-	-	10,500	10,500	-
81,552	81,552	138,631		4701	Security System Monitoring	82,135		82,135	35,888	200	1,300	82,135	-
9,966	5,936	12,076		4702	Locks/Keys	8,500		8,500	-	3,500	5,000	8,500	-
<b>\$ 2,275,674</b>	<b>\$ 1,984,614</b>	<b>\$ 2,170,908</b>			<b>TOTAL PROPERTY SERVICES</b>	<b>\$ 2,275,996</b>	<b>\$ -</b>	<b>\$ 2,275,996</b>	<b>\$ 349,762</b>	<b>\$ 1,280,396</b>	<b>\$ 645,838</b>	<b>\$ 2,275,996</b>	<b>\$ -</b>
									15.4%	56.3%	28.4%	100.0%	

**WESTON PUBLIC SCHOOLS**  
**FY23 FINANCIAL REPORT**  
 As of September 30, 2022

Period: 3 of 12

2019-2020	2020-2021	2021-2022	Object Code	Description	Adopted Budget	Budget Transfers	Adjusted Budget	YTD Expended	Encumbered	Anticipated	Expended & Encumbered To EOY	Balance Available
1,252,415	1,509,158	1,589,157		<i>Other Services (5000's)</i>								
683,161	490,473	729,788	5100	Regular Transportation	1,668,812		1,668,812	80	340	1,668,392	1,668,812	-
61,557	54,105	96,953	5101	SPED Transportation	825,763		825,763	70,635	393,111	362,017	825,763	-
6,816	-	1,537	5105	Athletic Transportation	108,009		108,009	1,855	157,436	-	159,291	(51,282)
91,051	67,457	104,190	5112	Extra-Curricular Transportation	22,950		22,950	-	-	22,950	22,950	-
70,605	89,784	103,321	5200	Diesel & Gasoline	140,855		140,855	28,343	43,030	69,482	140,855	-
16,650	16,650	15,525	5202	General Liability Insurance	147,409		147,409	45,112	-	102,297	147,409	-
96,485	97,536	100,707	5205	Athletic Insurance	17,078		17,078	14,400	-	2,678	17,078	-
91,922	87,620	89,975	5300	Property Insurance	106,776		106,776	104,154	-	2,622	106,776	-
32,786	30,801	30,990	5400	Communications	94,106		94,106	18,507	67,927	7,672	94,106	-
5,964	2,592	4,440	5500	Postage	32,144		32,144	6,079	18,363	7,702	32,144	-
16,281	14,386	17,176	5501	Advertising	4,000		4,000	633	250	3,117	4,000	-
1,143,427	1,528,352	2,007,688	5600	Printing	28,659		28,659	6,710	5,367	16,582	28,659	-
1,242,870	1,044,742	923,345	5601	Out of District Tuition	2,474,231		2,474,231	51,350	1,692,744	730,137	2,474,231	-
286,110	286,110	-	5605	Tuition Settlements	1,265,606		1,265,606	25,474	305,365	934,767	1,265,606	-
44,827	29,716	15,346	5800	Tuition - ESS Contract	38,312		38,312	11,948	8,707	17,656	38,312	-
8,258	6,106	3,163	5801	Travel & Conference	11,130		11,130	600	600	10,530	11,130	-
2,528	3,190	2,349	5900	Mileage Reimbursement	6,600		6,600	182	4,918	1,500	6,600	-
<b>\$ 5,155,714</b>	<b>\$ 5,358,780</b>	<b>\$ 5,835,649</b>		<b>TOTAL OTHER SERVICES</b>	<b>\$ 6,992,440</b>	<b>\$ -</b>	<b>\$ 6,992,440</b>	<b>\$ 386,062</b>	<b>\$ 2,697,558</b>	<b>\$ 3,960,102</b>	<b>\$ 7,043,722</b>	<b>(\$51,282)</b>
								5.9%	38.6%	56.6%	100.7%	
				<i>Supplies &amp; Materials (6000's)</i>								
449,521	418,014	395,832	6110	Materials	509,177		509,177	70,664	203,170	235,343	509,177	-
21,452	17,064	22,091	6120	Office Materials	30,670		30,670	3,596	16,181	10,893	30,670	-
143,209	144,591	184,684	6130	Maintenance Materials	181,624		181,624	29,191	82,642	69,791	181,624	-
88,739	38,155	71,587	6131	Custodial Materials	78,348		78,348	2,093	53,913	22,342	78,348	-
16,200	12,891	16,815	6132	Security Materials	17,184		17,184	3,410	13,470	304	17,184	-
467,463	489,133	522,319	6140	Software	534,715		534,715	395,230	68,371	71,115	534,715	-
163,396	324,134	196,324	6410	Books	87,539		87,539	7,851	38,412	41,275	87,539	-
338,642	358,623	388,111	6510	Heating Oil	402,574		402,574	12,372	390,202	-	402,574	-
619,849	705,182	722,884	6520	Electricity	678,638		678,638	103,568	525,789	49,281	678,638	-
1,745	1,431	2,079	6530	Propane gas	3,000		3,000	553	2,247	200	3,000	-
<b>\$ 2,310,217</b>	<b>\$ 2,509,218</b>	<b>\$ 2,522,725</b>		<b>TOTAL SUPPLIES &amp; MATERIALS</b>	<b>\$ 2,523,469</b>	<b>\$ -</b>	<b>\$ 2,523,469</b>	<b>\$ 628,528</b>	<b>\$ 1,394,397</b>	<b>\$ 500,544</b>	<b>\$ 2,523,469</b>	<b>\$ -</b>
								24.9%	55.3%	19.8%	100.0%	

WESTON PUBLIC SCHOOLS												
FY23 FINANCIAL REPORT												
As of September 30, 2022												
Period: 3 of 12												
		2021-2022		2022-2023								
2019-2020	2020-2021	2021-2022	Object Code	Description	Adopted Budget	Budget Transfers	Adjusted Budget	YTD Expended	Encumbered	Anticipated	Expended & Encumbered To EOY	Balance Available
				<i>Equipment (0000's)</i>								
			7300	Equipment	102,022		102,022	215,004	85,588	(198,570)	102,022	-
\$	\$ 472,391	\$ 629,395	\$ 541,176	TOTAL EQUIPMENT	\$ 102,022	\$ -	\$ 102,022	\$ 215,004	\$ 85,588	\$ (198,570)	\$ 102,022	\$ -
				<i>Other Objects (0000's)</i>								
			8100	Dues, Fees and Memberships	100,911		100,911	59,022	14,653	27,236	100,911	-
			8900	Other Objects	25,395		25,395	7,120	9,810	8,465	25,395	-
\$	\$ 113,546	\$ 100,534	\$ 111,528	TOTAL OTHER OBJECTS	\$ 126,306	\$ -	\$ 126,306	\$ 66,142	\$ 24,463	\$ 35,701	\$ 126,306	\$ -
				<i>Revenue Offset (0000's)</i>								
			9200	Technology Revenue	(29,042)		(29,042)	-	-	(29,042)	(29,042)	-
			9201	Participation Fees, Athletics	(66,365)		(66,365)	(31,700)	-	(34,665)	(66,365)	-
			9202	Gate Receipts, Athletics	(13,000)		(13,000)	-	-	(13,000)	(13,000)	-
			9204	Transportation Credits	-		-	-	(89,986)	-	(89,986)	89,986
			9205	Excess Cost SPED	(811,700)		(811,700)	-	-	(811,700)	(811,700)	-
			9206	Pre School Tuition SPED	(63,000)		(63,000)	(41,500)	-	(21,500)	(63,000)	-
			9207	Regular Ed. Tuition	(62,581)		(62,581)	(49,386)	-	(13,195)	(62,581)	-
			9208	Revenue from Town for Fields	(42,681)		(42,681)	-	-	(42,681)	(42,681)	-
			9209	Parking Fees	(45,000)		(45,000)	-	-	(45,000)	(45,000)	-
			9210	Theater Receipts	(60,250)		(60,250)	-	-	(60,250)	(60,250)	-
			9212	Facility Use Rental	(17,500)		(17,500)	-	-	(17,500)	(17,500)	-
			9215	Medicaid Revenue	(6,000)		(6,000)	(8,188)	-	2,188	(6,000)	-
			0	Budgeted Reduction	(81,000)		(81,000)	-	-	(81,000)	(81,000)	-
				Total Revenue Offset	(81,308,119)	\$ -	(81,308,119)	(81,307,741)	(889,986)	(81,699,345)	(81,399,165)	\$89,986
								10.1%	6.9%	89.9%	106.9%	-6.9%
				<b>GRAND TOTAL</b>	\$ 56,391,182	\$ -	\$ 56,391,182	\$ 9,226,086	\$ 40,062,918	\$ 7,027,606	\$ 56,316,610	\$ 74,572
								16.36%	71.04%	12.46%	99.87%	0.13%

# Item 2



August 8, 2022

Michael DelMastro  
Director of Facilities  
Weston Public Schools  
michaeldelmastro@westonps.org

**RE: Pavement Management**

Dear Michael:

Based on our recent conversations, BETA Group, Inc. (BETA) is pleased to submit this proposal to continue to provide professional engineering services to the Town of Weston to support the Board of Education (BOE) in its effort to maintain its paved driveways and parking lots. We have prepared this Scope of Services to continue to provide technical assistance to the Town to preserve the pavement system.

We have developed the following scope for your review and comment.

### **SCOPE OF SERVICES**

#### **Task 1: Pavement Re-Inspection & Engineering Services**

BETA will update the inventory and inspection program initially developed for the Town in 2019 for Municipal Parking Facilities. Based on the previous inventory, it is assumed that BETA will visually re-assess pavement condition for the following five (5) sites as part of this task:

- *Hurlbutt Elementary School*
- *Weston Intermediate School*
- *Weston High School*
- *Weston Middle School*
- *Public Schools Central Office*

\*Please Note – Town Hall and Public Library are not included in this submission.

As part of this Task, a Professional Engineer will review each of the 5 parking lots in-person to validate the suggested repair treatment and to catalog any issues or deteriorations that might be present that should be addressed. BETA assumes one (1) day of fieldwork for this task. Any in-person meetings that may be necessary can be held during the fieldwork time. As part of this task, BETA will prepare a letter report documenting the results of our assessment along with pavement preservation recommendations for each parking lot.

BETA will review the following parking lot inventory data as part of the fieldwork for this task:

- Parking lot and driveway areas (square yards)
- Identify parking spaces and type (i.e. accessible parking, compact parking, etc.)
- Surface distress data including alligator cracking, linear cracking, edge cracking, patching, potholes, and depressions will be identified for all individual lots and driveways.

A Road Surface Rating (RSR, worst-0 to best-100) and suggested repair treatment will be coded to each parking lot and driveway based on current pavement conditions. Representative photographs will be captured at each asset.

BETA will also work with the BOE to develop appropriate repair strategies for each respective parking lot and driveway. Unit Pricing, Life Expectancy, and Maintenance Requirements will also be considered for each recommendation.

Task 1 Deliverables

- Existing conditions report
- Updated Parking Lot Condition Atlas
- Technical Memo (letter report)

**Task 2: Capital Improvement Planning**

***Roadway & Parking Facilities***

Based on the data inventoried in Task 1, BETA will work with the BOE to develop a 5 Year Capital Improvement Plan (CIP). A series of analyses and representative scenarios will be developed and will serve as a tool for prioritizing potential projects for inclusion in the Roadway Improvement & Municipal Parking Lot Plan. To complete this task, the following will be considered:

- Evaluation of the Town's current budget as it relates to the computed network backlog and associated costs for roadways and parking lots.
- Work with the BOE to develop a priority list of improvement projects.

*An allowance of up to 40 hours has been established for this task.*

Task 3 Deliverables

- CIP Reports and GIS Maps

**FEE PROPOSAL**

BETA will complete the professional engineering services based on the descriptions provided for a total not to exceed the lump sum cost of **\$19,650.00**. As the project evolves depending on the Client's expectations and determining deliverables, the allowance may be amended by the Client if deemed necessary.

A breakdown of the total cost is as follows:

Task 1	Pavement Re-Inspection & Engineering Services	\$11,900.00
Task 2	Capital Improvement Planning	\$5,800.00
<b>Total</b>		<b>\$17,700.00</b>



**ASSUMPTIONS/LIMITATIONS**

In preparation of this scope of services, BETA assumes and/or has not included the following as part of the scope of the project. However, these services may be added as an amendment to this proposal.

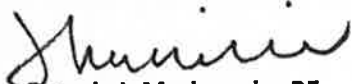
1. Subsurface investigations to access pavement depth, soil properties & classifications, etc.
2. Topographic/land survey is not anticipated or included.
3. State and environmental permitting are not included in the scope of services. Any permitting that may be required for these improvements will be the responsibility of the Town. These services may be added to the scope of services as an amendment.


**CONTRACT**

Should this proposal meet your expectations and approval, please sign and return the Client Authorization Form attached to this proposal. The signed copy will provide full authorization for BETA to proceed with the work. BETA is prepared to commence work on this project immediately upon receipt.

Thank you for the opportunity to continue to provide professional engineering services to the Town. If you have any questions or require additional information on this matter, please contact feel free to contact us.

Sincerely,  
**BETA Group, Inc.**

  
**Francis J. Marinaccio, PE**  
Project Manager  
Civil/Site/Transportation Engineering

  
**Anthony J. Garro**  
Senior Vice President  
GIS & Asset Management Services

**CC:**  
Kevin M. Aguiar, PE, Senior Vice President, BETA Group, Inc

**Attached:**  
BETA Client Authorization Form  
BETA Terms and Conditions





<input checked="" type="checkbox"/> <b>New Contract:</b>	<input type="checkbox"/> <b>Amendment No:</b>	<b>Date: 8/8/2022</b>
<b>Project Name:</b> Pavement Management		<b>Project Number:</b>

<b>Client Name &amp; Address:</b>	<b>Fee Estimate:</b>	<b>Original Contract</b>	<b>Amended Contract to date</b>	<b>This Amendment</b>	<b>Total Contract Value</b>
Michael DelMastro Director of Facilities Weston Public Schools michaeldelmastro@westonps.org	<i>Labor</i>	\$17,700.00	0	0	\$17,700.00
	<i>Expenses</i>	0	0	0	\$ 0.00
		0	0	0	\$ 0.00
	<b>Total</b>	\$17,700.00	\$ 0.00	\$ 0.00	\$17,700.00

<b>Method of Payment:</b>	<input checked="" type="checkbox"/> <b>Lump Sum</b> <input type="checkbox"/> <b>Time &amp; Expenses</b> <input type="checkbox"/> <b>Other</b>
<b>Retainer:</b>	<b>Estimated Term/Completion:</b> 06/30/2023
<b>Project Description:</b> Professional engineering services for pavement management.	
<b>Scope of Services:</b> See Proposal	
<b>Services Not Included:</b> See Proposal	
<b>Items to be Provided by Client:</b> See Proposal	

Please execute this Client Authorization for BETA to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to BETA.

**Subject to attached Terms & Conditions**

**Subject to Terms & Conditions of BETA-Client Agreement.**

**BETA Group, Inc.**

**Client Authorization**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** Anthony J. Garro

**Print Name:** \_\_\_\_\_

**Title:** Senior Vice President

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BETA GROUP, INC.**

**TERMS AND CONDITIONS OF AGREEMENT**

The engagement of **BETA Group, Inc.** (BETA) by the **Board of Education, Weston, CT**, hereinafter called the "CLIENT" is under the following terms and conditions. These terms and conditions, together with the Client Authorization for Professional Services shall comprise the entire Agreement between BETA and CLIENT.

1. Payment to BETA is the sole responsibility of signatory of this Agreement and is not subject to third party agreements or circumstances.
2. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and a retainer of **\$0.00**. **Receipt of retainer is required before services will commence under the Agreement. Retainer amounts will be applied to the last invoice.**
3. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.
4. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
5. Should it become necessary to use legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, BETA shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
6. Invoice payments must be kept current for services to continue. If the CLIENT fails to pay any invoice due to BETA within 45 days of the date of invoice, BETA may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until BETA has been paid in full all amounts due BETA and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current.

If BETA is performing services for the CLIENT under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. CLIENT acknowledges BETA's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services BETA shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, BETA shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

7. BETA agrees to carry the following insurance during the term of this Agreement:
  - Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
  - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per

occurrence and in the aggregate.

- A comprehensive automobile liability insurance policy in the amount of \$1,000,000 per accident covering BETA and BETA 's employees or agents during the term of this Agreement.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.

Certificates of insurance will be furnished upon request. If the CLIENT requires additional insurance coverage, and it is available, CLIENT agrees to reimburse BETA for such additional expense.

8. BETA agrees to indemnify and hold harmless the CLIENT and its officers, and employees against judgments for damages, personal injuries and/or property losses sustained, to the extent caused by the negligent acts, errors or omissions of the ENGINEER, its employees, or subcontractors in connection with the PROJECT and/or under this AGREEMENT.
9. BETA shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of BETA.
10. BETA shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements and other information required to be provided by CLIENT under this Agreement.
11. CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless BETA, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.
12. BETA's services will be performed on behalf of and solely for the benefit and exclusive use of CLIENT for the limited purposes set forth in the Agreement. CLIENT acknowledges that BETA's services require decisions which are not based upon science, but rather upon judgmental considerations. CLIENT may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of BETA.
13. In the performance or furnishing of professional services hereunder, BETA, and those it is contractually responsible for, will exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care"). BETA shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.
14. BETA shall not be required to sign any documents, no matter by whom requested, that would result in BETA's having to certify, guaranty or warrant the existence of conditions whose existence BETA cannot ascertain. Any certification provided by BETA shall be so provided based on BETA's knowledge, information and belief subject to the preceding sentence, and shall be given in BETA's professional opinion consistent with the Standard of Care. BETA shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

15. CLIENT hereby agrees that to the fullest extent permitted by law, BETA'S total liability, including defense costs if required by this Agreement, to CLIENT and any persons or entities claiming by, through or under the CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to BETA'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract shall not exceed the proceeds recovered under limits specified in Article 7.
16. One (1) copy of all final project documents (deliverables) shall be furnished by BETA to CLIENT. Final documents prepared by the BETA shall become the property of the CLIENT upon receipt of final payment by BETA. Any re-use of such documents without BETA'S written verification of suitability for the specific purpose intended shall be without liability or legal exposure to BETA or BETA'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for the purposes in connection with the PROJECT is not to be construed as an act in derogation of the BETA'S rights under this Agreement.

If any information hereunder is provided in electronic format, CLIENT recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including contract drawings and specifications ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to CLIENT for informational purposes only and not as record documents.

17. To the extent permitted by law, BETA retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this Agreement, unless otherwise agreed to in writing by an authorized BETA representative. Subject to Term No. 17 above, BETA licenses to CLIENT the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this Agreement on a non-exclusive basis.
18. Questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.
19. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the CLIENT or BETA, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however the same may be caused.

20. In entering into this Agreement, CLIENT has relied only upon the representations set forth in this Agreement. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between CLIENT and BETA.
21. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or BETA. BETA's services under this Agreement are being performed solely for the benefit of the CLIENT and no person or other entity shall have any claim against BETA because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the CLIENT and any employee, representative or consultant of the BETA. The CLIENT agrees that in the event of a dispute regarding this Agreement or the services rendered by ENGINEER hereunder, the CLIENT shall only seek recourse against BETA and waives any right to pursue a claim against BETA's individual directors, officers or employees.
22. Any taxes or fees, enacted by local, state or federal government and based on gross receipts or revenues, will be invoiced to and payable by CLIENT as an additional amount due under this Agreement.
23. This AGREEMENT shall be governed and construed in accordance with the laws of the **State of Connecticut**.

*End of Terms and Conditions*

# Item 3

November, 2022

## **General Fund Year End Highlights FY 2022-23**

### **Revenue**

- Tax Revenue estimated at \$160k higher than budget due to projected stronger collections on the current levy compared to budget, which is offset somewhat by lesser than anticipated delinquent tax collections based on early trends and lesser outstanding balances to be collected.
- Town Clerk receipts and building permits higher by \$180k collectively due to continued strong demand in the local real estate market, and solid building activity.
- State revenue reflects the receipt of funds through the state's municipal revenue sharing program, the first such distribution in several years.
- \$100k is a preliminary estimate for anticipated storm reimbursement from FEMA for the Town's application under Storm Ida.

### **Expenditures**

- Health insurance reflects a positive variance of \$24k due to favorable early trends in premium costs.
- Legal expenses reflects a deficit of (\$94k) due to continuing litigation in the areas of Land Use and Freedom of Information (FOIA) matters.
- Public Safety reflects a positive \$33k variance due to modest surpluses in the Animal Control and Communications Center operations, primarily through wages and overtime savings.
- Public Works at this point is reflecting on budget operations as overages in vehicle maintenance are expected to be offset by available balances in contractual/maintenance accounts.
- School/Town Water reflects a (\$30k) deficit due to PFAS related work during the summer. A request for a supplemental appropriation from the Town is anticipated.
- Selectmen's budget reflects a \$9,260 deficit compared to the revised budget.
- Board of Education reflects a forecasted surplus of \$75k based on their report presented tonight.

### **Fund Balance**

- Forecasted at just under \$19 million which is an increase of \$669k over the estimated, unaudited fund balance at 6/30/22. Note that this forecast does not include the Dispatch and Radio Communications project which was previously estimated at \$2,445,000, but is likely now higher than that.

**Town of Weston  
FY 2021-22 Budget Report**

	2021-22	2022-23	Additions, (Deletions), Transfers	Final Revised Budget	Estimated Actual	Variance From Original Budget	Variance From Revised Budget
	Actuals	Original Budget					
<b>REVENUES</b>							
<b>TAX COLLECTIONS</b>							
CURRENT TAXES	74,385,115	75,129,669		75,129,669	75,400,000	270,331.00	270,331.00
BACK TAXES	549,475	525,000		525,000	450,000	(75,000.00)	(75,000.00)
INTEREST/PENALTIES	417,156	300,000		300,000	250,000	(50,000.00)	(50,000.00)
SUPPLEMENTAL AUTO TAX	incl. above	725,000		725,000	700,000	(25,000.00)	(25,000.00)
ELDERLY TAX RELIEF	(392,227)	(431,500)		(431,500)	(392,227)	39,273.00	39,273.00
FIRE/EMS ABATEMENT	(77,597)	(78,000)		(78,000)	(77,597)	403.00	403.00
<b>TOTAL TAX COLLECTIONS</b>	<b>74,881,922</b>	<b>76,170,169</b>	<b>-</b>	<b>76,170,169</b>	<b>76,330,176</b>	<b>160,007.00</b>	<b>160,007.00</b>
<b>DEPARTMENTAL RECEIPTS</b>							
INVESTMENT INCOME	(545,688)	200,000		200,000	200,000	0.00	0.00
BUILDING DEPARTMENT	392,753	240,000		240,000	270,000	30,000.00	30,000.00
TOWN CLERK	853,520	525,000		525,000	675,000	150,000.00	150,000.00
POLICE	4,857	4,000		4,000	4,000	0.00	0.00
ZBA HEARING FEES	1,770	1,000		1,000	1,000	0.00	0.00
PLANNING AND ZONING	23,900	17,000		17,000	20,000	3,000.00	3,000.00
CONSERVATION COMM.	9,678	8,000		8,000	8,000	0.00	0.00
SELECTMAN'S OFFICE	370	600		600	600	0.00	0.00
ASSESSOR COPIES	125	300		300	300	0.00	0.00
PUBLIC LIBRARY	4,649	5,000		5,000	5,000	0.00	0.00
POLICE SPECIAL DUTY ADMIN FEES	14,656	15,000		15,000	15,000	0.00	0.00
MISCELLANEOUS	80,914	5,000		5,000	5,000	0.00	0.00
MISCELLANEOUS BOE	41,885	-		-	-	0.00	0.00
SALE OF ASSETS (AUCTION)	10,000	-		-	-	0.00	0.00
TELECOMMUNICATIONS TAX	20,425	21,500		21,500	21,500	0.00	0.00
ANIMAL CONTROL FEES	8,032	10,000		10,000	10,000	0.00	0.00
BOOSTER BARN REPAYMENT	6,090	16,500		16,500	14,000	(2,500.00)	(2,500.00)
<b>DEPARTMENTAL/MISC. RECEIPTS</b>	<b>927,936</b>	<b>1,068,900</b>	<b>-</b>	<b>1,068,900</b>	<b>1,249,400</b>	<b>180,500.00</b>	<b>180,500.00</b>
<b>STATE GRANTS</b>							
ELDERLY TAX RELIEF LOCAL	4,695	-		-	-	0.00	0.00
GENERAL EDUCATION - ECS	131,896	263,792		263,792	263,792	0.00	0.00
TOWN ROAD AID	251,184	251,184	-	251,184	251,184	0.00	0.00
LOCIP	66,122	65,918		65,918	65,918	0.00	0.00
OTHER/MISCELLANEOUS	15,649	5,500		5,500	5,500	0.00	0.00
COVID and STORM REIMBURSEMENTS FEMA	173,931	-		-	100,000	100,000.00	100,000.00
MUNICIPAL REVENUE SHARING	-	-		-	202,577	202,577.00	202,577.00
MUNICIPAL STABILIZATION GRANT	70,181	70,181		70,181	70,181	0.00	0.00
<b>STATE GRANTS</b>	<b>713,658</b>	<b>656,575</b>	<b>-</b>	<b>656,575</b>	<b>959,152</b>	<b>302,577.00</b>	<b>302,577.00</b>
<b>TOTAL REVENUES</b>	<b>76,523,516</b>	<b>77,895,644</b>	<b>-</b>	<b>77,895,644</b>	<b>78,538,728</b>	<b>643,084</b>	<b>643,084</b>



**Town of Weston  
FY 2021-22 Budget Report**

	2021-22	2022-23	Additions,	Final Revised	Estimated	Variance	Variance
	Actuals	Original	(Deletions),	Budget	Actual	From Original	From Revised
		Budget	Transfers			Budget	Budget
<b>EXPENDITURES</b>							
<b>GENERAL GOVERNMENT</b>							
Administration	681,782	736,295	(20,000)	716,295	700,000	36,295.00	16,295.00
General Administration							
Social Security	484,400	500,000	-	500,000	500,000	0.00	0.00
Pension	1,223,846	1,241,000	-	1,241,000	1,250,000	(9,000.00)	(9,000.00)
Health Insurance	2,228,737	2,354,175	-	2,354,175	2,330,000	24,175.00	24,175.00
Other Insurances	379,975	381,427	-	381,427	381,427	0.00	0.00
All Other	381,373	418,708	5,000	423,708	416,000	2,708.00	7,708.00
General Administration	4,698,331	4,895,310	5,000	4,900,310	4,877,427	17,883.00	22,883.00
Information Services	193,712	207,259	-	207,259	204,000	3,259.00	3,259.00
Probate Court	3,607	4,658	-	4,658	4,658	0.00	0.00
Elections/Registrars	66,610	77,983	-	77,983	75,000	2,983.00	2,983.00
Board of Finance	54,850	58,000	-	58,000	58,000	0.00	0.00
Assessor	169,788	169,250	125	169,375	169,375	(125.00)	0.00
Board of Tax Review	-	1,100	-	1,100	1,100	0.00	0.00
Tax Collector	131,295	129,196	-	129,196	129,196	0.00	0.00
Legal	339,646	246,000	-	246,000	340,000	(94,000.00)	(94,000.00)
Town Clerk	167,310	171,320	25	171,345	168,000	3,320.00	3,345.00
Land Use	410,574	431,057	-	431,057	420,000	11,057.00	11,057.00
<b>Total General Government</b>	<b>6,917,505</b>	<b>7,127,428</b>	<b>(14,850)</b>	<b>7,112,578</b>	<b>7,146,756</b>	<b>(19,328.00)</b>	<b>(34,178.00)</b>
<b>PUBLIC SAFETY</b>							
Police Services							
Regular Wages	1,986,422	1,982,281	20,000	2,002,281	2,002,281	(20,000.00)	0.00
Overtime	233,293	221,594	-	221,594	215,000	6,594.00	6,594.00
All Other	244,554	362,788	-	362,788	358,000	4,788.00	4,788.00
Police Services	2,464,269	2,566,663	20,000	2,586,663	2,575,281	(8,618.00)	11,382.00
Volunteer Fire Dept.	276,130	295,203	-	295,203	295,203	0.00	0.00
Fire Marshal	68,329	69,094	-	69,094	69,094	0.00	0.00
Animal Control	82,797	94,790	-	94,790	85,000	9,790.00	9,790.00
Communication Center	288,136	306,404	-	306,404	295,000	11,404.00	11,404.00
<b>Total Public Safety</b>	<b>3,179,661</b>	<b>3,332,154</b>	<b>20,000</b>	<b>3,352,154</b>	<b>3,319,578</b>	<b>12,576.00</b>	<b>32,576.00</b>
<b>PUBLIC WORKS</b>							
Public Works - Highway							
Salaries	964,460	977,834	-	977,834	977,834	0.00	0.00
Snow Removal Expenses	187,350	209,341	-	209,341	209,341	0.00	0.00
Road resurfacing	560,378	562,500	-	562,500	562,500	0.00	0.00
Gen Maintenance/Other Contractual	219,751	197,108	-	197,108	170,000	27,108.00	27,108.00
All Other	209,481	228,350	-	228,350	255,000	(26,650.00)	(26,650.00)
Public Works - Highway	2,141,420	2,175,133	-	2,175,133	2,174,675	458.00	458.00
Tree Warden	89,804	106,700	-	106,700	106,700	0.00	0.00
Solid Waste Disposal	53,000	50,968	-	50,968	55,000	(4,032.00)	(4,032.00)
<b>Total Public Works</b>	<b>2,284,224</b>	<b>2,332,801</b>	<b>-</b>	<b>2,332,801</b>	<b>2,336,375</b>	<b>(3,574.00)</b>	<b>(3,574.00)</b>
<b>HEALTH, CULTURE &amp; WELFARE</b>							
Westport/Weston Health District	228,320	216,940	-	216,940	216,940	0.00	0.00
Emergency Med. Comm. Service	15,289	15,440	-	15,440	15,440	(9.00)	(9.00)
Regional Paramedic	140,344	143,151	-	143,151	143,151	0.00	0.00
Weston Water Utility	22,225	22,866	-	22,866	33,000	(10,134.00)	(10,134.00)
School/Town Water Supply	56,640	40,422	-	40,422	70,000	(29,578.00)	(29,578.00)
Human Services	96,610	140,199	-	140,199	125,000	15,199.00	15,199.00
Youth Services Department	32,373	1,155	-	1,155	1,155	0.00	0.00
Commission for the Elderly	201,531	214,862	-	214,862	218,000	(3,138.00)	(3,138.00)
Public Library	585,636	598,447	-	598,447	580,000	18,447.00	18,447.00
Recreation Department	470,770	499,881	248	500,129	495,000	4,881.00	5,129.00
<b>Total Health, Culture &amp; Welfare</b>	<b>1,849,718</b>	<b>1,893,363</b>	<b>248</b>	<b>1,893,611</b>	<b>1,897,695</b>	<b>(4,332.00)</b>	<b>(4,084.00)</b>
<b>TOTAL SELECTMANS BUDGET</b>	<b>14,231,108</b>	<b>14,685,746</b>	<b>5,398</b>	<b>14,691,144</b>	<b>14,700,404</b>	<b>(14,658.00)</b>	<b>(9,260.00)</b>
Debt Service							
Interest	484,340	271,395	-	271,395	271,395	0.00	0.00
Principal	5,040,000	5,260,000	-	5,260,000	5,260,000	0.00	0.00
Property Sale Offset		(1,143,750)		(1,143,750)	(1,143,750)	0.00	0.00
Debt Service	5,524,340	4,387,645	-	4,387,645	4,387,645	-	-
Board of Education	53,679,039	56,391,182	-	56,391,182	56,391,182	0.00	0.00
Capital Outlay	2,030,754	2,431,071	50,000	2,481,071	2,481,071	(50,000.00)	0.00
Transfers to Special Revenue funds	15,556	-	-	-	-	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>75,480,797</b>	<b>77,895,644</b>	<b>55,398</b>	<b>77,951,042</b>	<b>77,960,302</b>	<b>(64,658)</b>	<b>(9,260)</b>

**Town of Weston  
FY 2021-22 Budget Report**

	2021-22	2022-23	Additions,	Final Revised	Estimated	Variance	Variance
	Actuals	Original	(Deletions),	Budget	Actual	From Original	From Revised
		Budget	Transfers	Budget		Budget	Budget
<b>FUND BALANCE ANALYSIS:</b>							
FUND BALANCE 6/30/2021,2022	17,221,658	18,328,570	-	18,328,570	18,328,570		
TOTAL REVENUES	76,523,516	77,895,644	-	77,895,644	78,538,728	643,084.00	643,084.00
TOTAL EXPENDITURES	75,480,797	77,895,644	55,398	77,951,042	77,960,302	(64,658.00)	(9,260.00)
REVENUES MINUS EXPENDITURES	1,042,719	-	(55,398)	(55,398)	578,426	578,426.00	633,824.00
SUBTOTAL	18,264,377	18,328,570	(55,398)	18,273,172	18,906,996		
<i>PLUS/MINUS: Various Estimates and Adjust.</i>							
Budgeted transfer to Capital budget	(270,206)				-		
Reserve for unsettled DPW contract	** (16,500)				-		
BOE non-lapsing account (net)	25,899				-		
Release of 27th pay period reserve	325,000				-		
UNASSIGNED FUND BALANCE 6/30/21,22	18,328,570	18,328,570			18,906,996	578,426.00	
NEXT YEAR PRO FORMA TOTAL BUDGET	77,895,644				79,064,079		
FUND BALANCE AS % OF NEXT YEAR BUDGET	23.5%				23.9%		

# Item 4

# CAPITAL PROJECT CLOSE OUTS

November, 2022

Project Year	Project Name	Original Budget	Available Balance	Comments
2017-18 - 2021-22	Library Roof Replacement	293,996	26,368.50	Close out.
2017-18	Library Renovations	20,000	1,039.35	Close out.
2018-19	Children's Library Renovations	41,000	(980.67)	Close out.
2018-19	Vehicle Sinking Fund	123,000	(3,111.00)	Close out and apply against to FY '22 budget appropriation.
2018-19	Community Connectivity Design	40,000	5,062.45	Close out.
2019-20	BOE Roof and Concrete Repairs WIS, HS	65,000	(3,690.05)	Close out.
2019-20	Vehicle Sinking Fund	201,000	(14,135.93)	Close out, and apply against FY 22 budget appropriation.
2019-20	Police CISS Compliant Switches	11,000	143.19	Close out.
2020-21	Facilities Committee Study	95,000	4,598.00	Close out.
2020-21	WIS Window Repairs	9,525	(1,296.02)	Close out, and apply against FY 22 budget appropriation.
2021-22	Onion Barn Improvements	45,000	(254.96)	Close out.
2021-22	Replace VCT Floor South House Cafeteria	35,000	102.38	Close out.
<b>Total Project Close Outs</b>			<b>13,845.24</b>	
	Remain in Capital fund		32,388.19	
	Transfer to Fiscal Year 2021-22 Project		(18,542.95)	

# Item 6

# Item 7

**Board of Finance Regular Meeting**  
**October 13, 2022 6:00 PM**  
**Meeting held remotely**

Board of Finance Chairman Rone Baldwin called the meeting to order at 6pm. Also in attendance were Board of Finance members Michael Imber, Jeff Farr, Amy Gare, Max Rosenthal, Town Administrator Jonathan Luiz, First Selectwoman Samantha Nester and Finance Director Rick Darling, Police Chief Edward Henion, Police Commission Chairwoman Beth Gralnick as well as other members of the Police Commission, Brian Humes of Jacunski Humes, and Phillip Cross WPS Director of Finance.

**1 - Discussion/decision regarding an update on the Small Town Economic Assistance Program (STEAP) Grant Award and a request for a supplemental appropriation in the amount of \$50,000 associated with the Police Locker Room and Bathrooms Improvement Project. Discussion lead by Jonathan Luiz, Town Administrator; Brian Humes, Jacunski Humes; Chief Ed Henion; members of the Police Commission.** Mr. Luiz provided a summary on the \$500,000 Small Town Economic Assistance Program (STEAP) grant awarded to the Town of Weston for building renovations for police locker and bathroom renovations. The Town of Weston has a municipal match of \$264,926 for the awarded grant. Mr. Luiz provided a detailed update on the application process as well as the scope of projects that can be requested with the STEAP grant, making note that the grant is for small towns and for unfunded projects only. The \$500,000 grant is for construction costs. Mr. Luiz requests a supplemental appropriation of \$50,000 for the schematic and design development. Brian Humes, Jacunski Homes Architects gave a detailed presentation of the proposed project with members of the Police Commission and Chief Henion providing support for the renovation. Discussion on the need for a dedicated gender facility was discussed as a necessity as well as a recruiting tool for future hiring incentives. Further discussions were held on the concern over price per square footage for the proposed construction as well as the need to have this project completed. The Board of Finance would like a further explanation of the costs per square footage.

Mr. Imber motioned to approve a \$50,000 supplemental appropriation to have Brian Humes of Jacunski Humes provide architectural/engineering service plans for the Weston Police Department locker and bathroom renovations. Ms. Gare seconded. All in favor. Motion passes unanimously.

**2 - Discussion regarding the Board of Education's financial report for fiscal year 2021-22. Philip Cross, Director of Finance and Operations.** Mr. Cross provided an update on the fiscal 2021-2022 end of year financial report. Mr. Cross discussed that the fiscal year is a transition year, as the BOE is still dealing with the impact of the pandemic. A few highlights from 2022 saw an increase in staff turnover, family medical leaves, several teachers have left the profession and fewer participants are in the health plan. As a result, the end of year 21/22 had a surplus of 2.5%. Mr. Cross reminded the Board of Finance that

during the fiscal year 2023 budget discussions that the BOF agreed to add \$140,000 to the non-lapsing account for the early retirement incentive plan.

**3 - Discussion regarding the Town's financial report for fiscal year 2021-22. Rick Darling, Finance Director.** Mr. Darling gave an update on the general fund year end. Tax revenue estimated at \$851,000 higher than the budget. Town Clerk and building permits were higher by \$529,000. The investment income reflects a large budgetary deficit due to the unrealized losses in the fixed income and cd portfolios. Tax collection and Town Clerk as well as FEMA and Covid reimbursements helped to offset this deficit. Mr. Darling further went on to discuss expenditures. The capital budget had over 1 million in supplemental appropriations for this fiscal year. The fund balance is forecasted at \$18,344,126 which is 23.5% of the approved fiscal year 2022/23 total budget. Mr. Darling made note that the forecast removes the previous estimate of the communications and dispatch console project but this should be taken into account for the 2023 projection.

**4 - Discussion/Decision regarding approval of final year end line item transfers. Rick Darling, Finance Director.** Mr. Darling provided a detailed revised line item budget which equals the total expenditures and encumbrances for each line item which is an administrative function and does not change the financials. Mr. Farr made a motion that the year end adjustments as outlined be approved for fiscal year 2021/2022. Seconded by Mr. Imber. All in favor. Motion passes unanimously.

**5 - Discussion regarding a report on the first installment tax collections through August 31st. Rick Darling, Finance Director.** Mr. Darling provided an update on 2022/2023 tax collections. He detailed that the town is off to a strong start in tax collections with a positive variance thus far compared to last fiscal year as well as budget. Mr. Darling also discussed pro rations in real estate and motor vehicle taxes. Real estate was a positive and motor vehicle was negative more than usual due to motor vehicle sales, lease expirations and people who have moved. Mr. Luiz noted that the recent tax sale is not reflected in the 2022 comparison.

**6 - Discussion regarding an update on the Board of Finance's review of future capital expenditures and potential bonding. Rone Baldwin, Chairman, Board of Finance.** Mr. Baldwin gave an overview of the Moody's scorecard for municipal bond ratings. He further gave detailed comparisons to other AAA CT towns as well as the United States. As a comparison to 169 towns, Weston is below the median of total debt. Mr. Baldwin suggested continuing this discussion and presentation at the next meeting.



**7 - Discussion/decision regarding approval of the meeting minutes of May 26th, June 2nd, June 23rd, July 14th, and August 11th.** Mr. Farr moved to accept the minutes from May 26, June 2, June, 23, July 14 and August 11, 2022. Mr. Imber seconded. Motion carried unanimously with Mr. Rosenthal abstaining.

**8 - Adjourn:** Mr. Farr moved to adjourn at 8:12 pm. Mr. Imber seconded. The motion carried unanimously.

Minutes submitted by: Shawn Amato, Recording Secretary.

**Board of Finance Special Meeting  
October 27, 2022 at 6pm  
Meeting held remotely**

Board of Finance Chairman Rone Baldwin called the meeting to order at 6:08pm. Also in attendance were Board of Finance members Richard Bochinski, Jeffrey Farr, Amy Gare, Maxwell Rosenthal and Finance Director Rick Darling.

**1. Discussion regarding an update on the Board of Finance's review of future capital expenditures and potential bonding (continuation of 10/13 discussion). Rone Baldwin, Chairman, Board of Finance.**

As a continuation of the October 13, 2022 Board of Finance regular meeting, Chairman Baldwin presented on this topic.

Various debt ratios were reviewed including ratios for different peer groups and a hypothetical scenario was discussed to illustrate how the debt ratio analysis could be used as part of assessing specific facility and associated bonding proposals from the Board of Education and the Board of Selectmen.

Mr. Baldwin also reviewed the previously discussed analysis of annual capital expenditures for the Town and Board of Education. The Board of Finance was favorable to discuss guidelines for annual expenditures but would like to revisit numbers for the upcoming budget process.

A suggestion was made to discuss procurement process at the next regular meeting. Discussion to continue.

Mr. Bochinski made a motion to adjourn. Mr. Farr seconded. All in favor. Meeting adjourned at 7:10pm.

Minutes submitted by: Shawn Amato, Recording Secretary.