

**Board of Selectmen
Regular Meeting Agenda
December 15, 2022 at 7:30 pm
Meeting held via Zoom**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89398476179?pwd=WHk5SzU5elBTR2RaNTdYV3o0TEk1QT09>

Join by Phone: 646 558 8656

Webinar ID: 893 9847 6179

Passcode: 444902

1. Call to Order
2. Pledge of Allegiance
3. Discussion/decision with Eversource representatives regarding possible submission of comments to the Connecticut Siting Council for Petition No. 1549 - – The Connecticut Light and Power Company d/b/a Eversource Energy petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed 1714 Line Rebuild Project consisting of the replacement and reconductoring of approximately 9.4 miles of its existing Nos. 1714, 1720, and 1222 115-kilovolt (kV) electric transmission lines and one structure along its 1637 line within existing Eversource electric transmission right-of-way between Eversource's Weston Substation, 85 Weston Street in Weston and the United Illuminating Company's Old Town Substation, 122 Kaechele Place in Bridgeport, Connecticut traversing Weston, Fairfield, Easton and Bridgeport and related electric transmission line and substation improvements.
4. Discussion/decision to increase the hours of Assistant Tax Assessor to 37.5 hours with a special appropriation of \$5,000
5. Discussion/decision to approve job description changes for Children's Librarian
6. Discussion/decision to hire a Department of Public Works Maintainer
7. Acceptance of \$10,000 donation to the Weston Police Department from the *Crown Family*
8. Authorization of the First Selectwoman to sign the approved multi-year technology replacement lease for the Weston Public Schools
9. Resolution to authorize the First Selectwoman to sign the Memorandum of Understanding for STEAP award totaling \$500,000 to renovate the police lockers and bathrooms in Weston in advance of formal approval by the Attorney General's office
10. Reappointment of Mark Harper to the position of Animal Control Officer for a term expiring December 31, 2023
11. Reappointment of Peter Reid to the position of Assistant Animal Control Officer for a term expiring December 31, 2023
12. Reappointment John Pokorny to the position of Fire Marshal for a term expiring December 31, 2024
13. Reappointment to the following Boards and Commissions:
 - Bruce Lorentzen to the Commission on Aging for a term expiring December 31, 2024
 - Terry Castellano to the Commission on Aging for a term expiring December 31, 2024
 - Lynne Langlois to the Historic District Commission for a term expiring December 31, 2027
 - Stirling Collins to the Lachat Town Farm Commission for a term expiring December 31, 2025
 - Nicci Wiese to the Sustainable Weston Committee for a term expiring December 31, 2024
 - Eric Shrago to the Sustainable Weston Committee for a term expiring December 31, 2024
 - Tom Socha to the Sustainable Weston Committee for a term expiring December 31, 2024
 - Benjamin Winglass to the Sustainable Weston Committee for a term expiring December 31, 2024
 - Andy Bill as an Alternate to the Sustainable Weston Committee for a term expiring December 31, 2024
 - Ed Hutchins to the Veterans Affairs Committee for a term expiring December 31, 2024
 - Kevin Dougherty to the Veterans Affairs Committee for a term expiring December 31, 2024
14. Approval of Minutes from the November 30, 2022 Special Board of Selectmen Meeting
15. Adjournment

DRAFT Motions for the 12/15/22 Regular BOS Meeting

1. Call to Order: **No motion**
2. Pledge of Allegiance: **no motion**
3. Discussion/decision with Eversource representatives regarding possible submission of comments to the Connecticut Siting Council for Petition No. 1549 - – The Connecticut Light and Power Company d/b/a Eversource Energy petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed 1714 Line Rebuild Project consisting of the replacement and reconductoring of approximately 9.4 miles of its existing Nos. 1714, 1720, and 1222 115-kilovolt (kV) electric transmission lines and one structure along its 1637 line within existing Eversource electric transmission right-of-way between Eversource's Weston Substation, 85 Weston Street in Weston and the United Illuminating Company's Old Town Substation, 122 Kaechele Place in Bridgeport, Connecticut traversing Weston, Fairfield, Easton and Bridgeport and related electric transmission line and substation improvements: **No motion**
4. Discussion/decision to increase the hours of Assistant Tax Assessor to 37.5 hours with a special appropriation of \$5,000: **I move to approve a supplemental appropriation of \$5,000 for the purpose of increasing the Assistant Tax Assessor's hours to 37.5 per week for the remainder of Fiscal Year 2022-23.**
5. Discussion/decision to approve job description changes for Children's Librarian: **I move to approve job description changes for Children's Librarian position, as presented**
6. Discussion/decision to hire a Department of Public Works Maintainer: **I move to hire Shermon Kerr as Department of Public Works Highway Maintainer pending the results of a background check and medical exam**
7. Acceptance of \$10,000 donation to the Weston Police Department from the *Crown Family*: **I move to accept a \$10,000 donation for the benefit of the Weston Police Department from the Crown Family.**
8. Authorization of the First Selectwoman to sign the approved multi-year technology replacement lease for the Weston Public Schools: **I move to authorize the First Selectwoman to sign a technology replacement lease for the Weston Public Schools, as presented**
9. Resolution to authorize the First Selectwoman to sign the Memorandum of Understanding for STEAP award totaling \$500,000 to renovate the police lockers and bathrooms in Weston in advance of formal approval by the Attorney General's office: **I move to authorize the First Selectwoman to sign the Memorandum of Understanding for STEAP award totaling \$500,000 to renovate the police lockers and bathrooms, as presented**
10. Reappointment of Mark Harper to the position of Animal Control Officer for a term expiring December 31, 2023: **I move to reappoint Mark Harper as Animal Control Officer for a term ending December 31, 2023**
11. Reappointment of Peter Reid to the position of Assistant Animal Control Officer for a term expiring December 31, 2023: **I move to reappoint Peter Reid to the position of Assistant Animal Control Officer for a term expiring December 31, 2023**
12. Reappointment John Pokorny to the position of Fire Marshal for a term expiring December 31, 2024: **I move to reappoint John Pokorny to the position of Fire Marshal for a term expiring December 31, 2024**
13. Reappointment to the following Boards and Commissions: **I move to reappoint the following:**
 - Bruce Lorentzen to the Commission on Aging for a term expiring December 31, 2024
 - Terry Castellano to the Commission on Aging for a term expiring December 31, 2024
 - Lynne Langlois to the Historic District Commission for a term expiring December 31, 2027
 - Stirling Collins to the Lachat Town Farm Commission for a term expiring December 31, 2025
 - Nicci Wiese to the Sustainable Weston Committee for a term expiring December 31, 2024
 - Eric Shrago to the Sustainable Weston Committee for a term expiring December 31, 2024
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 - Benjamin Winglass to the Sustainable Weston Committee for a term expiring December 31, 2024
 - Andy Bill as an Alternate to the Sustainable Weston Committee for a term expiring December 31, 2024
 - Ed Hutchins to the Veterans Affairs Committee for a term expiring December 31, 2024
 - Kevin Dougherty to the Veterans Affairs Committee for a term expiring December 31, 2024
14. Approval of Minutes from the November 30, 2022 Special Board of Selectmen Meeting: **I move to approve the unapproved minutes from the November 30, 2022 Special Board of Selectmen meeting, as presented**
15. Adjournment: **I move to adjourn**

1. Call to Order: No motion

2. Pledge of Allegiance: no motion

3. Discussion/decision with Eversource
representatives regarding possible submission of comments to the Connecticut Siting Council for Petition No. 1549 - – The Connecticut Light and Power Company d/b/a Eversource Energy petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed 1714 Line Rebuild Project consisting of the replacement and reconductoring of approximately 9.4 miles of its existing Nos. 1714, 1720, and 1222 115-kilovolt (kV) electric transmission lines and one structure along its 1637 line within existing Eversource electric transmission right-of-way between Eversource's Weston Substation, 85 Weston Street in Weston and the United Illuminating Company's Old Town Substation, 122 Kaechele Place in Bridgeport, Connecticut traversing Weston, Fairfield, Easton and Bridgeport and related electric transmission line and substation improvements: **No motion**



STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

Ten Franklin Square, New Britain, CT 06051
Phone: (860) 827-2935 Fax: (860) 827-2950
E-Mail: siting.council@ct.gov
Web Site: www.ct.gov/esc

SCHEDULE

PETITION NO. 1549 – The Connecticut Light and Power Company d/b/a Eversource Energy petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed 1714 Line Rebuild Project consisting of the replacement and reconductoring of approximately 9.4 miles of its existing Nos. 1714, 1720, and 1222 115-kilovolt (kV) electric transmission lines and one structure along its 1637 line within existing Eversource electric transmission right-of-way between Eversource’s Weston Substation, 85 Weston Street in Weston and the United Illuminating Company’s Old Town Substation, 122 Kaechele Place in Bridgeport, Connecticut traversing Weston, Fairfield, Easton and Bridgeport and related electric transmission line and substation improvements.

Petition received	11/15/22
Public Comment Period Deadline	12/15/22
Deadline for Action	01/14/23
Deadline for Decision	05/14/23



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E-Mail: siting.council@ct.gov

Web Site: portal.ct.gov/csc

VIA ELECTRONIC MAIL

November 22, 2022

Jonathan Luiz
Weston Town Administrator
Weston Town Hall
56 Norfield Road
Weston, CT 06883
jl Luiz@westonct.gov

RE: **PETITION NO. 1549** – The Connecticut Light and Power Company d/b/a Eversource Energy petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed 1714 Line Rebuild Project consisting of the replacement and reconductoring of approximately 9.4 miles of its existing Nos. 1714, 1720, and 1222 115-kilovolt (kV) electric transmission lines and one structure along its 1637 line within existing Eversource electric transmission right-of-way between Eversource's Weston Substation, 85 Weston Street in Weston and the United Illuminating Company's Old Town Substation, 122 Kaechele Place in Bridgeport, Connecticut traversing Weston, Fairfield, Easton and Bridgeport and related electric transmission line and substation improvements.

Dear Jonathan Luiz:

The Connecticut Siting Council (Council) is in receipt of the Town of Weston's request for an extension of time to submit comments for the above-referenced petition dated November 21, 2022.

The Council hereby grants the request for an extension of time to January 4, 2023.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Melanie Bachman'.

Melanie Bachman
Executive Director

MB/MP/laf

c: Service List, dated November 16, 2022

From: Jonathan Luiz <jluiz@westonct.gov>
Sent: Monday, November 21, 2022 7:04 PM
To: Bachman, Melanie <Melanie.Bachman@ct.gov>
Cc: Samantha Nestor <snestor@westonct.gov>
Subject: Petition No. 1549

Hello Melanie,

The Town of Weston is requesting an extension on petition No. 1549. The reasons are the holidays and because I am expecting a child soon. A 20 day expansion would be most appreciated.

Sincerely,
Jonathan Luiz
Weston Town Administrator



STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

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Web Site: portal.ct.gov/csc

VIA ELECTRONIC MAIL

November 17, 2022

The Honorable Samantha Nestor
First Selectperson
Weston Town Hall
56 Norfield Road
Weston, CT 06883
snestor@westonct.gov

RE: **PETITION NO. 1549** – The Connecticut Light and Power Company d/b/a Eversource Energy petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed 1714 Line Rebuild Project consisting of the replacement and reconductoring of approximately 9.4 miles of its existing Nos. 1714, 1720, and 1222 115-kilovolt (kV) electric transmission lines and one structure along its 1637 line within existing Eversource electric transmission right-of-way between Eversource's Weston Substation, 85 Weston Street in Weston and the United Illuminating Company's Old Town Substation, 122 Kaechele Place in Bridgeport, Connecticut traversing Weston, Fairfield, Easton and Bridgeport and related electric transmission line and substation improvements.

Dear First Selectperson Nestor:

Pursuant to Connecticut General Statutes §4-176 and §16-50k, the Connecticut Siting Council (Council) is in receipt of a petition for a declaratory ruling to make modifications to existing electric transmission lines in the Town of Weston, the City of Bridgeport, and the Towns of Fairfield, and Easton.

In accordance with Section 16-50j-40 of the Regulations of Connecticut State Agencies, on or about November 14, 2022, written notice of the intent to file the petition for a declaratory ruling was provided to the Council, the property owner of record, abutting property owners and the chief elected official of the municipalities in which the existing electric transmission lines are located.

Should you have any questions or comments regarding the above-referenced petition for a declaratory ruling, please feel free to call me at 860-827-2951 or submit written comments to the Council by December 15, 2022.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Melanie A. Bachman".

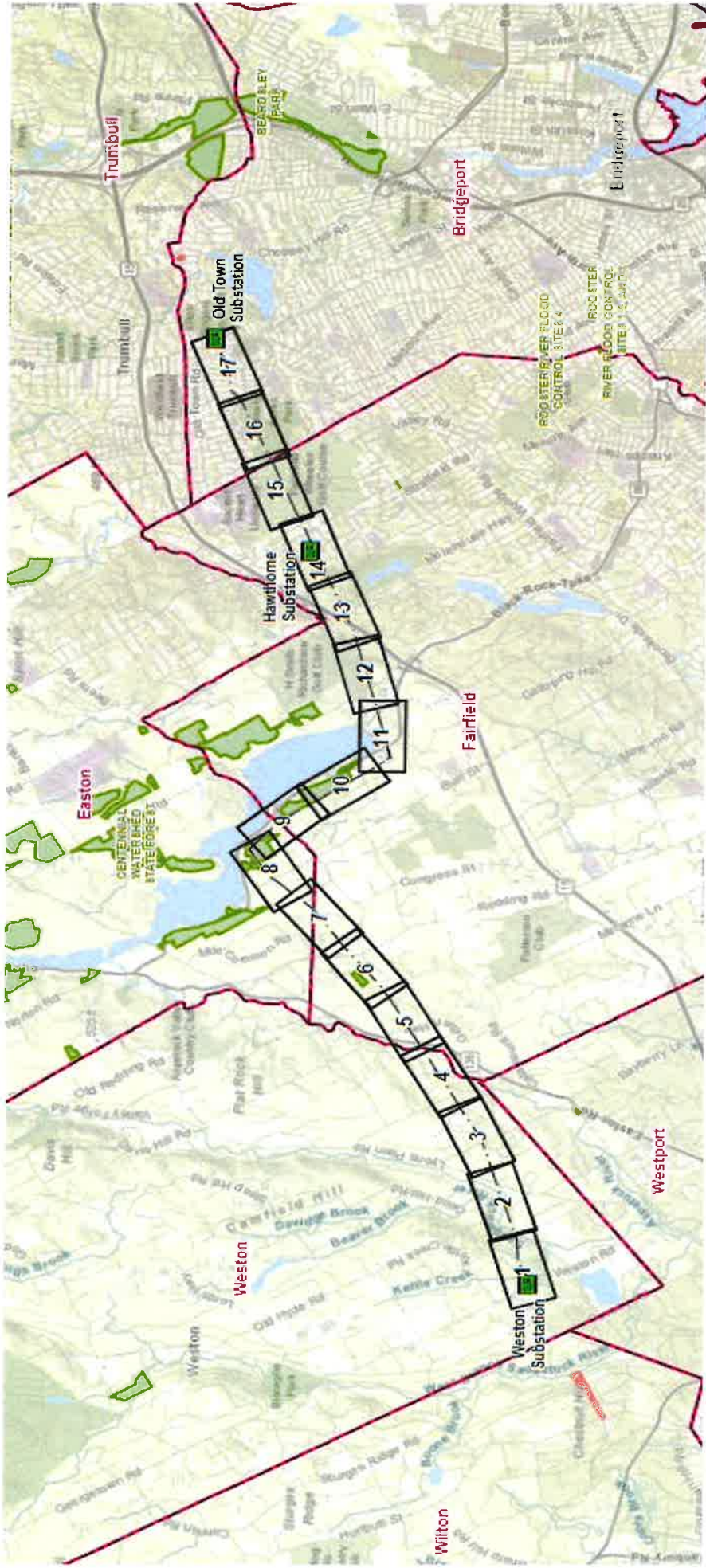
Melanie A. Bachman
Executive Director

MAB/lm

1714 / 1720 Line Rebuild Project

Town of Weston

December 2022



The Project seeks to rebuild the 9.4-mile-long section of the 1714/1720/1222 Lines between Old Town Substation (Bridgeport, CT) and Weston Substation.

Agenda

- Project Purpose & Description
- Project Details
- Environmental Assessments and Permitting
- Structure & Construction Examples
- Project Schedule
- Stakeholder Outreach



Project Purpose

- The purpose of the proposed Project is to improve system reliability by reducing the risk of age-related failures of deteriorating lattice tower structures, replace conductor, and shield wire.
- The 80-foot wide 1714/1720 Line ROW section is paralleled by tall vegetation (mature trees of 45-90+ feet) over most of its length and is one of the worst performing Eversource Connecticut circuits (as individual circuits and as a double circuit) due to vegetation related disturbances.



Project Description

- The lattice structures included for replacement on this project are all approximately 68 years old and are not designed to current National Electric Safety Code (NESC) standards.
 - Following recent inspections, some lattice towers indicate a high priority for replacement due to their current asset condition.
 - Existing lattice towers will be replaced with weathering steel monopoles.
- The existing conductors on the 1714/1720 circuits will be replaced with upgraded wire of the same voltage (115kV).
 - The existing conductor is approximately 50 years old and consist of aluminum conductor steel reinforced (“ACSR”) conductor, which lacks the durability and strength of the newer proposed Aluminum Conductor Steel Supported (“ACSS”) conductor.
- The existing ground wire (top-most wire) will be replaced with new Fiber Optic Ground Wire (OPGW).
 - This upgrade will allow Eversource to provide increased communication bandwidth, security, and network reliability.

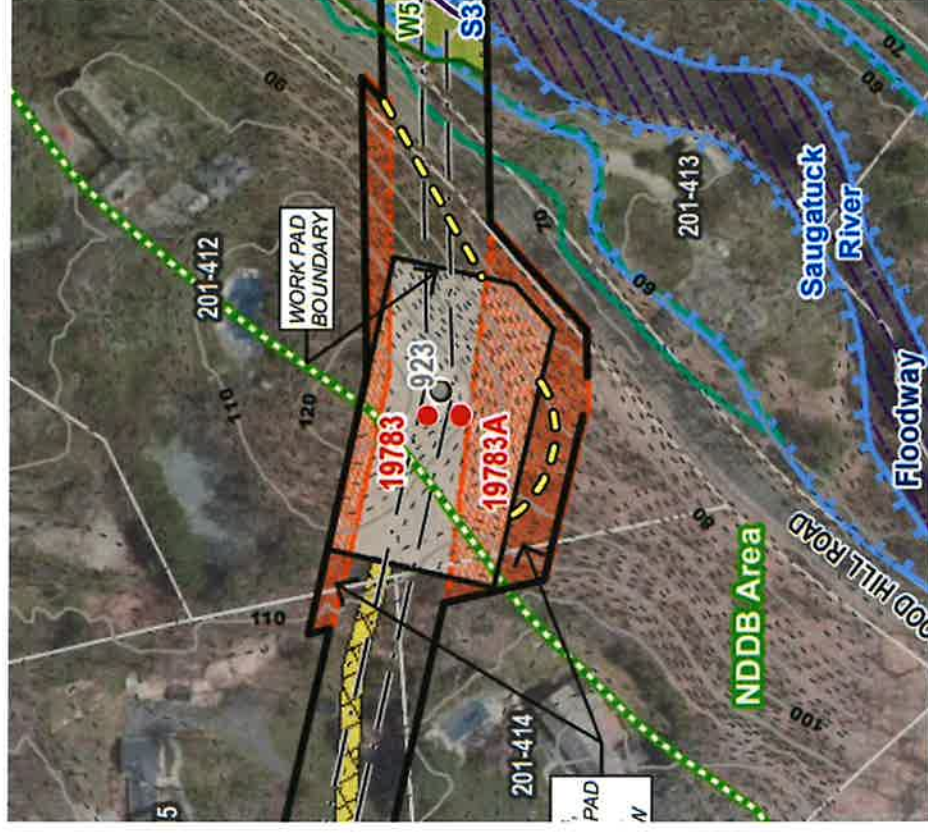
Structure Replacements in Weston

- Replacement of 17 existing 115 kV steel lattice tower structures with steel monopoles and installation of 6 new mid-span structure locations.
- Design considerations for structure heights and spacing often need to consider multiple conditions, including but not limited to:
 - The combination of span length to mitigate conductor swing and uplift,
 - Distribution line crossings
 - Adjustments for steep topography with gradual span changes ahead & back.
- Mid-span structures have been added due to:
 - The topography of the ROW
 - The need to manage clearance requirements
 - The need to meet current electric code standards



Limited In-ROW Tree Clearing in Weston

- Within the 80-foot-wide ROW, cyclical vegetation management to remove incompatible vegetation was completed in 2020.
- As part of this project, limited tree removals and limb trimming will be completed as needed to support construction.
- Where the ROW is wider than 80 feet off of Good Hill Road, limited in-ROW tree clearing is required to support safe access and associated construction activities.
 - It is estimated that the tree clearing at this location would result in the removal of approximately 0.6 acre of forested habitat.
- No herbicides will be utilized in the Project.



Environmental Permitting / Assessments

Permitting

- ACOE Self-Verification Notification(s)
- DEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities
 - Stormwater Pollution Control Plan ("SWPCP")
 - Weekly Environmental Monitoring/Inspections

Completed Assessments

- Wetland and Watercourse Delineation
- Vernal Pool Surveys
- Rare Species Consultation/Surveys
- Cultural Resource Investigations

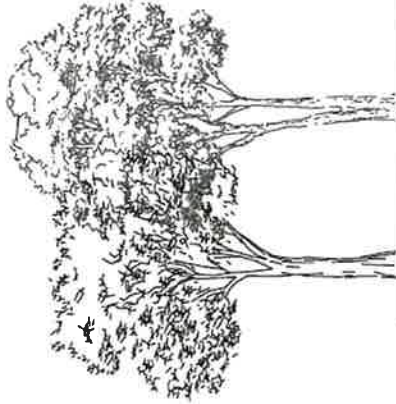
Structure Height Changes - Weston

Existing Structure #	New Structure #	Height Increase	Existing Height AGL	Proposed Height AGL
926	19790	11	90	101
	19790A	11		
925A	19789	8	93	101
	19788	8		
Mid Span	19787	New Str	NA	106
	19787A	New Str		
925	19786	29	82	111
924	19785	28	83	111
	19785A	28		
Mid Span	19784	New Str	NA	126
	19783	22		
923	19783A	22	84	106
	19782	New Str.		
Mid Span	19781	7.5	NA	112
922	19780	14	84	91.5
921	19779	24	97	121
	19778	35		
919	19778A	35	91	126
	19777	24		
918	19776	New Str.	NA	111
	19775	43		
Mid Span	19775A	28	83	126
917	19774	24	82	111
916	19773	25	81	106
Mid Span	19772	New Str.	NA	131
	19771	16		
914	19770	13	83	96
913	19769	15	86	101
	19769A	15		
Mid Span	19768	New Str	NA	101
	19767	12		
911	19767	12	84	96

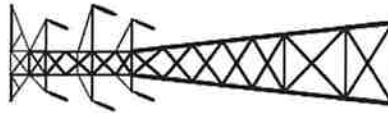
Structure Examples: Tangent Structure **EVERSOURCE** ENERGY

EXISTING

EXISTING 115kV
LINES 1714/1720
TO BE REBUILT



EXISTING EDGE RIGHT-OF-WAY



81'-0" - 94'-0" TYP.

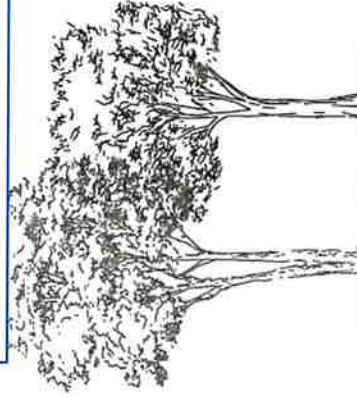
N.T.S.

40'-0"

80'-0"

40'-0"

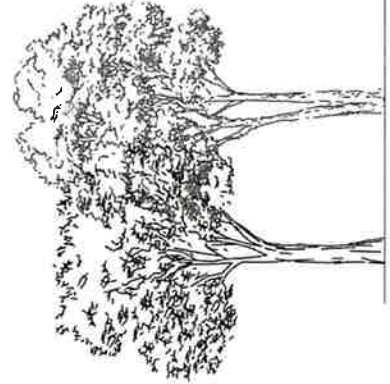
EXISTING EDGE RIGHT-OF-WAY



Please note: trees in cross sections do not depict actual tree line height.

PROPOSED

PROPOSED 115kV STEEL POLE
(LINE 1714/1222)



EXISTING EDGE RIGHT-OF-WAY & PROPOSED VEGETATION MANAGEMENT LIMITS

90'-0" - 135'-0" TYP.

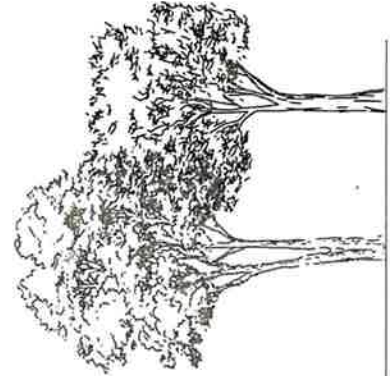
N.T.S.

VARIES 40'-0" TO 70'-0"

VARIES 80'-0" TO 165'-0"

VARIES 40'-0" TO 115'-0"

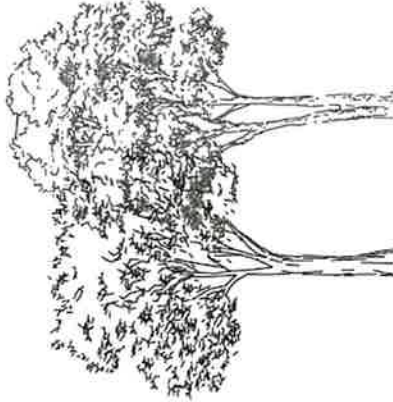
EXISTING EDGE RIGHT-OF-WAY & PROPOSED VEGETATION MANAGEMENT LIMITS



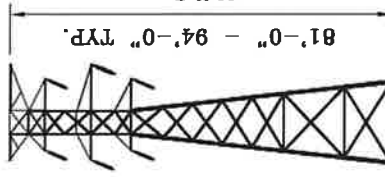
Structure Examples: Angle Structure

EXISTING

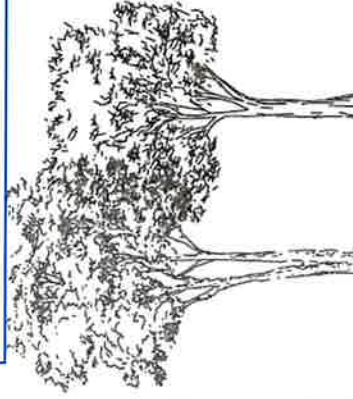
EXISTING 115kV LINES 1714/1720 TO BE REBUILT



EXISTING EDGE RIGHT-OF-WAY



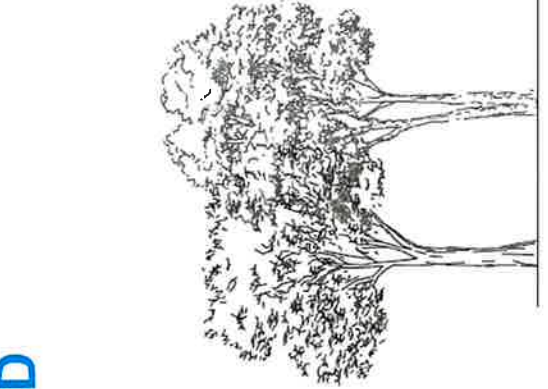
EXISTING EDGE RIGHT-OF-WAY



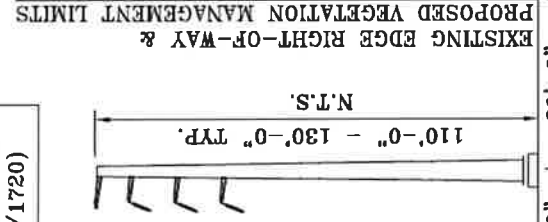
Please note: trees in cross sections do not depict actual tree line height.

PROPOSED

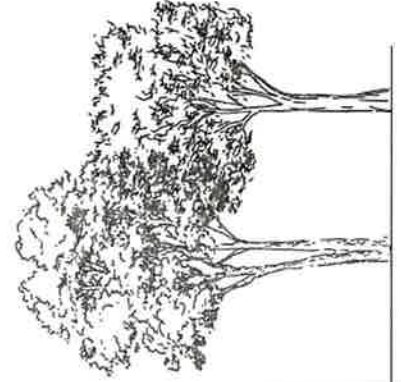
PROPOSED 115kV STEEL ANGLE STRUCTURE (LINE 1714/1720)



EXISTING EDGE RIGHT-OF-WAY & PROPOSED VEGETATION MANAGEMENT LIMITS



EXISTING EDGE RIGHT-OF-WAY & PROPOSED VEGETATION MANAGEMENT LIMITS



Construction Work Pad & Matting Examples



**Please note: Photos are a generalization
of construction techniques only**

Schedule & Next Steps*

- Start of Construction: Q3 2023
- Project In-Service Date: Q2 2024
- Restoration: Q3 2024

	Q1 2022	Q2 2022	Q3 2022	Q4 2022	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024
Briefing of Municipal Officials											
Property Owner Outreach							Ongoing through construction				
CSC Petition Filing											
Preconstruction Activities requiring access											
Permitting											
Construction**											
Restoration											

*Schedule subject to change

**Pending CSC Approval

Stakeholder Outreach

Eversource is committed to being a good neighbor while conducting its maintenance and reliability upgrades. Outreach is conducted early and often to inform our customers and other stakeholders about work proposed in their area and to address any questions or concerns.

- **Key Stakeholders:**
 - Property Owners & Tenants
 - Businesses
 - Local Officials
 - State Agencies

- **Communication Tactics:**
 - Briefings, Presentations
 - Letters
 - Phone calls & emails
 - Door-to-door outreach
 - Project Hotline (phone number and e-mail address)

Contact Information for the Public:

Transmission Hotline 1-800-793-2202

Email: ProjectInfo@eversource.com

Stakeholder Outreach

- Letters and Postcards:
 - Survey Notifications have been completed for:
 - Edge of ROW flagging
 - Proposed structure staking
 - Wetland flagging
 - Preconstruction activities
 - Project Introduction Letter
- Door to Door Outreach:
 - Ongoing since Q1 2022
 - Site meetings with impacted property owners to review scope of work and mitigation options.
 - Utilizing property owner input where possible to reduce impacts
- Project Hotline Inquiries
 - Project Services Department (outreach) responds to all inquiries within 48 hours.



- During the Project, consultations may be coordinated with impacted property owners and a landscape designer to create Visual Mitigation Planting Plans.
- Planting plans will need to meet transmission specifications to avoid posing a threat to overhead infrastructure.
- Planting plans may be installed during the restoration phase of the project. Individual property owners can work with Outreach to discuss installation options.

For more information
about the 1714/1720
Line Rebuild Project,
please visit the
following website:

[https://portal.ct.gov/CSC/3 Petitions/Petition-Nos-1501-1600/PE1549](https://portal.ct.gov/CSC/3_Petitions/Petition-Nos-1501-1600/PE1549)

4. Discussion/decision to increase the hours of Assistant Tax Assessor to 37.5 hours with a special appropriation of \$5,000: **I move to approve a supplemental appropriation of \$5,000 for the purpose of increasing the Assistant Tax Assessor's hours to 37.5 per week for the remainder of Fiscal Year 2022-23.**



Jonathan Luiz <jluiz@westonct.gov>

Wed, Dec 14, 2022 at 2:45 PM

To: Jonathan Luiz <jluiz@westonct.gov>

Hi Jonathan,

The total cost to the town would be \$7,680.68, there are 14 payrolls left for this fiscal. Here is the bi-weekly breakdown:

Wages	\$466.95
SS	\$28.95
Medi	\$6.77
pension	\$81.95
Total bi-weekly cost	\$548.62

Let me know if you have any questions.

On Wed, Dec 14, 2022 at 2:37 PM Jonathan Luiz <jluiz@westonct.gov> wrote:

Hi Katie,

Please provide a breakdown (wages, social security, medicate, retirement) of how much it would cost the Town if Donna Werferman's hours are increased to full-time for the timeframe of December 12, 2022 thru June 30, 2022.

Thank you.

Sincerely,
Jonathan Luiz
Weston Town Administrator

--
Katie Buch
Town of Weston
Accountant - Payroll/Benefits/Personnel

5. Discussion/decision to approve job description changes for Children's Librarian: I move to approve job description changes for Children's Librarian position, as presented

TOWN OF WESTON
HEAD CHILDREN'S AND TEEN LIBRARIAN / SERIALS SERVICES
LIBRARIAN

Position Purpose:

The purposes of this position are to plan, organize, direct, administer, conduct and implement and supervise services to children and teens/young adults provided by the public library under the direction of the Library Director. This position is responsible for all aspects of collection development and Children's and Teen programming and activities; ~~also responsible for book/serials collection for all ages.~~ Required to exercise considerable independent judgment in administering and managing services to children and teens/young adults and is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

Supervision:

Supervision Scope: Performs responsible duties requiring independent judgment and initiative in planning, organizing, directing, and conducting ~~directing~~ Children's and Teen services. Also performs a variety of special professional and administrative responsibilities requiring an extensive knowledge of Library services and programming.

Supervision Received: Works under the general direction of the Library Director following professional standards, procedures and policies.

Supervision Given: Supervises part time Children's Library Assistant in performance of job duties and assigned tasks.

None.

Job Environment:

Library work is performed in a moderately noisy office. Children's and Teen programs can include fast-paced activities with high levels of physical motion and loud music or other forms of theatre.

Requires the operation of; telephones, computers, copiers, facsimile machines, and other standard office equipment; as well as modern and emerging technology of interest to children and teens.

Regular contact with other municipal departments; regular periodic contact with regional libraries, state agencies; and frequent contact with the general public, vendors, contractors, community organizations, local schools, and library support groups; Communication is frequently in person, by telephone, fax, e-mail, in meetings and in writing; contacts require a high level of diplomacy.

Errors in judgment or omissions could result in delay of services, monetary loss, personal injury and damage to building/equipment.

Has access to confidential information such as library patron records.

Essential Job Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

- Review, select and order Children's and Teen library materials (content, artwork, and equipment) ~~within allotted budget.~~ Maintain knowledge of ILS Acquisitions module for loading order records. Evaluate the collection for balance and comprehensiveness. Assess and implement new collection types. ~~Incorporate suggestions from the general public and library network groups.~~ Manage materials budget for Children's and Teen collections.
 - Provide reader's advisory services to Assist children, teens and parents in the selection of library materials, for uses of pleasure, reports and/or classroom projects. Develop and display reading lists and bibliographies for school curriculum topics, ~~such as mythology.~~
 - Oversee maintenance of the Children's and Teen collections and services. Train Library staff on Children's and Teen section shelving, summer reading program interfaces, and new hardware/software acquisitions specific to Children's and Teens.
 - Design activities for a community that has plentiful enrichment program opportunities for children. Plan, organize, direct, and conduct in-person, virtual and/or hybrid programs for ages birth through 18. Encourage reading and use of library facilities through story hours and presentations including operation of multimedia equipment for pre-K audience. ~~Conduct book talks for all youth ages. Develop and conduct activities to engage the teen population. Collaborate when possible closely with the school system, the Youth Services Office, as well as with local artists, performers, and the regional libraries consortium and the school system. Conduct special programs for scouts, camp visitations, nursery school classes, reading groups, etc. when possible. Conduct summer reading programs and arts and crafts programs for children and teens each summer. Host holiday / theme parties, puppet shows, seasonal events, etc. with literary connections. Implement and incorporate STEAM activities for ages birth through 18. Schedule, and supervise, direct, and conduct events to facilitate the involvement of parents in children and teen programs in the daytime as well as after-work hours. Follow up with enrolled children absent from programs.~~
 - Maintain comprehensive programming records to avoid duplication and keep materials fresh. Purchase and monitor supplies, props, etc. for activities. Evaluate program results and incorporate learning into future programs. Manage program budget in purchasing of program supplies and hiring of performers.
 - Maintain required local and State statistics for collection use and program attendance according to current requirements. Stay abreast of changes in reporting requirements.
 - Direct Children's and Teen library public relations, including publicity, displays, calendar of activities, press releases, social media posts, Children's and Teen pages
-

on the website, etc. and through outreach programs to schools, daycares and other community groups.

- ~~Plan and conduct programs for pre-schoolers, to encourage reading and use of library facilities through story hours and multimedia presentations including operation of a filmstrip projector, VCR, tape recorder, and record player multi medias equipment.~~
- ~~Conduct book talks for all youth ages and special programs for scouts, camp visitations, nursery school classes, and reading groups, children and teens, etc. Conduct summer reading programs and arts and crafts programs for children and teens ages four to nine each summer. Host holiday / theme parties, puppet shows, seasonal events, etc. with literary connections.~~
- ~~Compile and maintain serials/magazines collection for adult department by checking them in, carding them for circulation and removing after the period of holding expires. The collection includes current financial stock data.~~
- ~~Maintain comprehensive programming records to avoid duplication and keep materials fresh. Recommend purchases and monitor supplies, props, etc. for activities. Evaluate program results and incorporate learning's into future programs.~~
- Oversee Teen volunteer program in accordance with Library's volunteer policies.
- Maintain currency in Children's and Teen Librarianship by pursuing professional development opportunities.
- Supervise the Library from 4:30 p.m. to 5:00 p.m. on assigned weekday afternoons. Work ~~Saturdays and evenings~~, as required, to conduct programs and events.
- Comply with OSHA.

Other Functions:

- Performs similar or related work as required, directed or as situation dictates.
- ~~Continue professional development.~~
- Assists other departments, offices or staff as needed to promote a team effort to serve the public.

Minimum Required Qualifications:

Education, Training and Experience:

The qualifications required would generally be acquired with a Masters of Library Science degree and three years of Children's Librarian experience or an equivalent combination of education, work experience and training.

Special Requirements:

Must have and maintain: Valid CT Drivers License.

Knowledge, Ability and Skill:

Knowledge: Comprehensive knowledge of contemporary library theory, principles, policies, practices utilized in public libraries; knowledge of automated systems and various technology to provide library services; knowledge of principles and practices of classification and cataloging of library materials; knowledge of library reference services; knowledge of early childhood and adolescent development and related library program design.

Ability: Ability to design, conduct and assess age-appropriate children's programs, including use of multimedia equipment. Ability to ~~ability to~~ maintain detailed and accurate records using data processing applications as they apply to library functions; ability to establish and maintain effective working relationships with patrons, especially children; ability to communicate effectively verbally and in writing; must possess high levels of diplomacy, patience and authenticity.

Skill: Excellent verbal and written communication skills; skilled in working with multi media equipment, automated library management systems and computers, skilled in using the above mentioned office equipment; aptitude for working with people, especially children, caregivers and parents, and maintaining effective working relationships with various groups; aptitude for working with paperwork and details; storytelling, presentation and creativity skills; skills in directing and coordinating arts and crafts projects, using a variety of mediums.

Physical and Mental Requirements:

Work Environment

	None	Under 1/3	1/3 to 2/3	Over 2/3
Outdoor Weather Conditions	X	x		
Work in high, precarious places	X			
Work with toxic or caustic chemical	X			
Work with fumes or airborne particles	X			
Non weather related –extreme heat/cold	X			
Work near moving mechanical parts	X			
Risk of electrical shock		X		
Vibration	x			
Other-Describe				
Other-Describe				

Physical Activity

	None	Under 1/3	1/3 to 2/3	Over 2/3
Standing			X	
Walking				X
Sitting		X		
Talking & Hearing				X
Using hands/fingers to handle/feel				X
Climbing or balancing	X			
Stooping, kneeling, crouching, crawling				X
Reaching with hands and arms				X
Tasting or smelling	X			
Bending, pulling, pushing				X
Other-Jumping and running				X

Other-Driving		X		
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Lifting Requirements

	None	Under 1/3	1/3 to 2/3	Over 2/3
Up to 10 pounds			X	
Up to 25 pounds			X	
Up to 50 pounds			X	
Up to 75 pounds	X			
Up to 100 pounds	X			
Over 100 pounds	X			

Noise Levels

	None	Under 1/3	1/3 to 2/3	Over 2/3
Very Quiet (forest, isolation booth)	X			
Quiet (library, private office)			X	
Moderate noise (computer, light traffic)				X
Loud Noise (heavy equipment/traffic)	X			
Very Loud (jack hammer work)	X			

Vision requirements

- Close vision (i.e. clear vision at 20 inches or less)
- Distance vision (i.e. clear vision at 20 feet or more)
- Color vision (i.e. ability to identify and distinguish colors)
- Peripheral vision (i.e. ability to observe an area that can be seen up and down or left and right while the eyes are fixed on a given point)
- Depth perception (i.e. three dimensional vision, ability to judge distances and spatial relationships)
- No special vision requirements

(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)

6. Discussion/decision to hire a Department of Public Works Maintainer: I move to hire Shermon Kerr as Department of Public Works Highway Maintainer pending the results of a background check and medical exam

Shermon Kerr

[REDACTED] r. Bridgeport, CT [REDACTED]

Career Objective

To obtain any position that will utilize my Road Repairer Experience as an **Employee for the Town of Weston** for the position as a Public Works Highway Maintainer. I have the capacity and all the qualities, which will empower me to make an immediate contribution to your organization.

Professional Experience

FedEx Ground, October 2015 – Present

- ❖ OTR Driver- Delivery of hazardous material from coast to coast
- ❖ Extra-Board Driver – delivered remaining freight from coast to coast
- ❖ Dedicated Route Driver – delivered freight to particular customer between Connecticut New Jersey and New York
- ❖ Comply with D.O.T regulations

CT D.O.T, February 2022 – March 2022

- ❖ Road Repair using cold patch
- ❖ Catch Basins, guard rails repair, removal of road kills, Snow Plowing

NYC D.O.T, June 2021 – Dec 2021

- ❖ Road Repair, Catch Basins, Pot Holes, Using an array of tools, rake, tamper, shovel
- ❖ Work with Asphalt Cement Prepare road for milling and or paving

Precise Cut'z, April 2003 – October 2015

Skills

- ❖ Proficient with Microsoft Office Package
- ❖ Forklift /Yard Jockey

Educational Background

- ❖ Associates Degree: City University of New York – Medgar Evers College
- ❖ High School Diploma

SHERMON KERR

Department Of Human Resource

Dear Sir/Madam:

It is with a high-level of interest that I submit my application for the posted position. I am a motivated individual with great work ethics, who can work in a group setting or alone. I possess the qualities to be a true asset and a corner stone to your company.

I have posted a copy of my resume for review. I look forward to discussing, in person, how I can benefit your organization.

Should you require further information, please do not hesitate to contact me via phone: 347-743-5778 and or email: 1shermonkerr1@gmail.com

Thank you for your consideration.

Cordially,
Shermon Kerr

Shermon Kerr
Attachment: Resume



Incorporated 1787

APPLICATION FOR EMPLOYMENT

The Town of Weston is an Affirmative Action/Equal Opportunity Employer

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

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

Date of Application:

09/30/2022

Position:

Public Works Highway Maint.

PERSONAL INFORMATION

Last Name	First Name	Middle Name or Initial		
KEAR	SHERMON	M		
Address Number	Street	City	State	Zip Code
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Home Phone #:		Cell Phone #:		
[REDACTED]		[REDACTED]		
Email Address:				
[REDACTED]				
Best time of day to contact you:				
Any time				

AVAILABILITY

Check all that apply:

Schedule: Full-Time Part-Time - please circle: Mornings Afternoons Evenings

Seasonal - Indicate dates available: from 09/30/22 to ___/___/___

Other (explain) _____

Workdays: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

EMPLOYMENT HISTORY

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

1. Employer (Name/City/State): *Fedex Ground / Stratford CT.*

Employer Phone #: *[Redacted]*

Position/Job Title: *Line Haul Driver*

Start Date: *10/2015* End Date: *Still employed*

Full-Time Part-Time Per diem Number of hours worked per week: *40-60 hrs*

Name & Job Title of Immediate Supervisor: *Oscar*

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

Please list all major duties and responsibilities performed by you in this job:
Driver @ tractor-trailer between Connecticut and New Jersey at nights.

Reason for Leaving:

2. Employer (Name/City/State): *CT D.O.T / Westport CT*

Employer Phone #: *[Redacted]*

Position/Job Title: *Laborer*

Start Date: *02/2022* End Date: *03/2022*

Full-Time Part-Time Per diem Number of hours worked per week: *40+ hrs*

Name & Job Title of Immediate Supervisor: *[Redacted]*

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

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

*Patch potholes Towing equipment
remove road kills Road safety
guard rails repair Clear catch basins
snow plowing*

Reason for Leaving: *\$22.00/hr was a financial burden. The position is still open for me to return until 03/2023.*

3. Employer (Name/City/State): NYC DOT / Rosedale NY

Employer Phone #: [REDACTED]

Position/Job Title: Road Repairer

Start Date: 05/21 End Date: 12/21

Full-Time Part-Time Per diem Number of hours worked per week: 40+ hrs

Name & Job Title of Immediate Supervisor: [REDACTED]

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

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

Road repairer involved working in extreme hot weather with asphalt cement. Raking, shoveling, patching pot holes, make safe for civilians, repairing curbs, using the array of power tools.

Reason for Leaving: Purchase my home in Connecticut and the long commute, tolls, gas and traffic was difficult.

4. Employer (Name/City/State): Precize Cutz - Stamford CT

Employer Phone #:

Position/Job Title: Lic Barber

Start Date: 04/2003 End Date: 10/2015

Full-Time Part-Time Per diem Number of hours worked per week: 60+ hrs

Name & Job Title of Immediate Supervisor: [REDACTED]

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

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

Lic Barber in the state of Connecticut.

Reason for Leaving: Growth.

SPECIALIZED SKILLS

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

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

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

*Forklift, Power saw, Sack Hammer, lawnmower
power drill.*

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

*I have extensive experience working with asphalt
cement. I do have a class A license. I also have
knowledge about hazmat and how to clean up small
spill.*

REQUIRED LICENSES, CERTIFICATIONS, OR OTHER QUALIFICATIONS

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

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

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

- Class A
- Class B
- Class C
- CDL License # [REDACTED]

7. Acceptance of \$10,000 donation to the Weston Police Department from the *Crown Family*: I move to accept a \$10,000 donation for the benefit of the Weston Police Department from the Crown Family.



CROWN FAMILY PHILANTHROPIES

222 North LaSalle Street, Suite 1000
Chicago, Illinois 60601

P: 312-750-6671

F: 312-984-1499

December 1, 2022

Larry Roberts
Communication Center Director
Town of Weston
56 Norfield Road
Weston, CT 06883

Dear Larry Roberts,

On behalf of _____ and the Crown family, please find enclosed a check in the amount of \$10,000 paid from Lester Crown to the Town of Weston on December 1, 2022, for the Weston Police Department, general operating support.

Please credit *The Crown Family* for this contribution in all records and donor lists, and

We would be most appreciative if you would send all correspondence through Crown Family Philanthropies. _____

Kind regards,

Director of Operations

cc: _____

Chief Edwin Henion

8. Authorization of the First Selectwoman to sign the approved multi-year technology replacement lease for the Weston Public Schools: **I move to authorize the First Selectwoman to sign a technology replacement lease for the Weston Public Schools, as presented**



October 11, 2022

TO: BOE Finance Committee

FROM: Phillip Cross, Director of Finance and Operations

SUBJECT: Technology Lease Bid Result

Beginning this fiscal year (FY23), we will begin our multi-year technology replacement lease plan. Below is the current replacement plan schedule.

TECHNOLOGY SIX-YEAR REPLACEMENT PLAN

Item	2022-2023				2023-2024				2024-2025			
	Quantity	Unit Price	Total Cost	Location	Quantity	Unit Price	Total Cost	Location	Quantity	Unit Price	Total Cost	Location
Staff Laptops												
Student Chromebooks					1500	\$345	\$517,500	Grade 2	1,000.00	\$345	\$345,000	Grades 3-8
Smart Displays	30	\$3,200	\$96,000	District-wide								
Student iPads	130	\$299	\$38,870	Grade K	150	\$299	\$44,850	Grade 1				
Staff iPads												
Windows Desktops					25	\$700	\$17,500	District-wide				
Core Switch	1	\$50,000	\$50,000	District-wide								
Internal Switches					79	\$2,500	\$197,500	District-wide				
Macs (SAN)	50	\$1,300	\$65,000	Macs								
	1	\$50,000	\$50,000									
Total Cost			\$315,470				\$311,800				\$345,000	

Item	2025-2026				2026-2027				2027-2028			
	Quantity	Unit Price	Total Cost	Location	Quantity	Unit Price	Total Cost	Location	Quantity	Unit Price	Total Cost	Location
Staff Laptops	275	\$1,116	\$306,950	District-wide								
Student Chromebooks					150	\$345	\$51,750	District-wide	1000	\$345	\$345,000	Grades 3-8
Smart Displays												
Student iPads					200	\$299	\$59,800	District-wide				
Staff iPads												
Wireless Access Points					275	\$600	\$165,000	District-wide				
Core Switch												
Internal Switches												
Upgrade												
Total Cost			\$306,950				\$3,349				\$1,116	

Projected Lease Cost

Lease Amount	FY23	FY24	FY25	FY26	FY27	FY28	FY29
FY23	\$315,470	\$88,272	\$88,272	\$88,272	\$88,272	\$88,272	\$88,272
FY24	\$311,800	\$87,227	\$87,227	\$87,227	\$87,227	\$87,227	\$87,227
FY25	\$345,000	\$96,245	\$96,245	\$96,245	\$96,245	\$96,245	\$93,150
FY26	\$306,950	\$85,974	\$85,974	\$85,974	\$85,974	\$85,974	\$85,974
Total Annual Cost		\$88,272	\$175,499	\$271,744	\$357,718	\$357,718	\$354,623

see larger version on next page.

Footnote:
\$88,272 designates new lease

The anticipated final purchase price for FY 23 will be \$296,617.

On October 13, 2022 we issued a request for proposal (RFP) with a return date of November 4, 2022. Three financial institutions responded to the RFP, First American, KS State Bank and TD Bank. Based on the submitted proposals we are recommending awarding the lease to First American. A summary of the proposals is below:

FY 23 - TECHNOLOGY LEASE BID RESULTS			
Amount Finance - \$298,592			
Lease Term - 4 Years			
Financial Institution	Compounding period	Nominal Annual Rate	Finance Charge
First American	Annual	5.092%	\$ 22,597.44
KS State Bank	Annual	5.34%	\$ 23,688.32
TD Bank	Annual	5.11%	\$ 22,678.08

WPSD 48MO TE

Compounding Period: Annual

Nominal Annual Rate: 5.092%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	01/01/2023	298,592.00	1		
2 Payment	01/01/2023	80,297.36	4	Annual	01/01/2026

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	01/01/2023				298,592.00
1	01/01/2023	80,297.36	0.00	80,297.36	218,294.64
2023 Totals		80,297.36	0.00	80,297.36	
2	01/01/2024	80,297.36	11,114.80	69,182.56	149,112.08
2024 Totals		80,297.36	11,114.80	69,182.56	
3	01/01/2025	80,297.36	7,592.26	72,705.10	76,406.98
2025 Totals		80,297.36	7,592.26	72,705.10	
4	01/01/2026	80,297.36	3,890.38	76,406.98	0.00
2026 Totals		80,297.36	3,890.38	76,406.98	
Grand Totals		321,189.44	22,597.44	298,592.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.092%	\$22,597.44	\$298,592.00	\$321,189.44

Compound Period : Annual

Nominal Annual Rate : 5.110 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/02/2022	298,592.00	1		
2 Payment	12/02/2022	80,317.52	4	Annual	12/02/2025

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	12/02/2022				298,592.00
1	12/02/2022	80,317.52	0.00	80,317.52	218,274.48
2022 Totals		80,317.52	0.00	80,317.52	
2	12/02/2023	80,317.52	11,153.83	69,163.69	149,110.79
2023 Totals		80,317.52	11,153.83	69,163.69	
3	12/02/2024	80,317.52	7,619.56	72,697.96	76,412.83
2024 Totals		80,317.52	7,619.56	72,697.96	
4	12/02/2025	80,317.52	3,904.69	76,412.83	0.00
2025 Totals		80,317.52	3,904.69	76,412.83	
Grand Totals		321,270.08	22,678.08	298,592.00	

KS STATE BANK

11/09/2022 11:10 AM

Weston Public Schools, CT

Compounding Period: Annual

Nominal Annual Rate: 5.340%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	11/15/2022	298,592.00	1		
2 Payment	11/15/2022	80,570.08	4	Annual	11/15/2025

TValue Amortization Schedule - Normal, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 11/15/2022				298,592.00
1 11/15/2022	80,570.08	0.00	80,570.08	218,021.92
2 11/15/2023	80,570.08	11,642.37	68,927.71	149,094.21
3 11/15/2024	80,570.08	7,961.63	72,608.45	76,485.76
4 11/15/2025	80,570.08	4,084.32	76,485.76	0.00
Grand Totals	322,280.32	23,688.32	298,592.00	

Last interest amount decreased by 0.02 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.340%	\$23,688.32	\$298,592.00	\$322,280.32

9. Resolution to authorize the First Selectwoman to sign the Memorandum of Understanding for STEAP award totaling \$500,000 to renovate the police lockers and bathrooms in Weston in advance of formal approval by the Attorney General's office: **I move to authorize the First Selectwoman to sign the Memorandum of Understanding for STEAP award totaling \$500,000 to renovate the police lockers and bathrooms, as presented**



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION



**MUNICIPAL GRANT PROGRAM
STEAP**

November 16, 2022

Samantha Avery Nestor
First Selectwoman
Town of Weston
56 Norfield Rd.
Weston, CT 06883

Dear Ms. Avery Nestor:

Congratulations on receiving a STEAP for the Town of Weston to renovate the police locker and bathrooms. You have been awarded **\$500,000** from the State, with a **\$264,926 municipal match** for that project.

The Department of Emergency Services and Public Protection will manage your award. Please review the Program Guidance document carefully and pay particular attention to the grant award amount and Agreement (MOU) project period. I have attached the required paperwork for Phase 1. Please complete the documents for Phase 1 and return them either electronically or by mail.

The Agreement (MOU) is the official document between the State and the Town of Clinton covering all projects involved with this grant. The Agreement includes the Notice of Grant Award, Special Grant Conditions, and Connecticut State Terms and Conditions. Once your town attorney has reviewed the Agreement (MOU), please sign it, and return it to our office. A fully executed copy of the Agreement (MOU) will be sent to you once it is approved by the Attorney General's Office. You will not be reimbursed for any work that occurs before the Attorney General approves the Agreement.

The following documents are required to be filed to start the grant process:

1. Administrative Plan (the Template is included, please call if you have questions)
2. Grantee Point of Contact
3. Administrative Plan Approval Form (DPS-204-C)
4. Project Budget Forms (DPS-203-C)
5. Municipal Resolution (if required or applicable)

All required documents/forms are also available at

<https://portal.ct.gov/DEMHS/Grants/Municipal-Grant-Program/Guidance-and-Forms>.

1111 Country Club Road, Middletown, CT 06457
Phone: 860.685.8038 / Fax: 860.685.8357
An Affirmative Action/Equal Employment Opportunity Employer



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION



**MUNICIPAL GRANT PROGRAM
STEAP**

Please feel free to contact me at Kimberly.Zigich@ct.gov if you have any questions. Otherwise, please file the required documents. You will be sent a fully executed copy for your files.

We look forward to working with you. Congratulations.

Sincerely,

Kim Zigich
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security

1111 Country Club Road, Middletown, CT 06457
Phone: 860.685.8038 / Fax: 860.685.8357
An Affirmative Action/Equal Employment Opportunity Employer



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT
Intergovernmental Policy and Planning Division

September 19, 2022

Weston
First Selectwoman Samantha Avery Nestor
snestor@westonct.gov

Dear First Selectwoman Samantha Avery Nestor:

The Office of Governor Lamont and the Office of Policy and Management congratulate the Town of Weston on a \$500,000.00 grant award through the 2022 Small Town Economic Assistance Program (STEAP) for the following project:

PROJECT NAME: Police Locker and Bathroom Renovations

PROJECT DESCRIPTION: Building renovations

STEAP AWARD: \$500,000.00

MUNICIPAL MATCH: \$264,926.00

Other Comments (if applicable):

This letter does not constitute a contract. Do not proceed with any anticipated STEAP-funded project work until you have a fully executed contract signed by both the municipality and the administering agency in place. Receipt of STEAP funds will be contingent upon your compliance with the rules, regulations and any contractual terms required by the administering agency.

The Department of Emergency Services and Public Protection will administer your award and handle all aspects of your project. This award letter and your application documents will be provided to DESPP.

Please contact your administering agency through Kimberly Zigich, at Kimberly.Zigich@ct.gov, as soon as possible to begin the grant contract process.

Congratulations and best of luck with your project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Martin L. Heft".

Martin L. Heft
Undersecretary

C: Municipality STEAP File
Kimberly Zigich

Approved as to Form
Assistant Attorney General

Signature of Assistant Attorney General

Date

For DESPP Business Office Use Only

Dept.	Program	Fund	SID	Project	AMT	Chatfield 1	Chatfield 2

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION DIVISION OF
EMERGENCY MANAGEMENT AND HOMELAND SECURITY

Special Grant
Conditions

SECTION 1: Statutory Authority.

- 1.1 Connecticut General Statutes §3-20 provides that the State Bond Commission may authorize the issuance of bonds; Connecticut General Statutes § 4-66g, authorizes the Office of Policy and Management (OPM) to utilize the proceeds of the sale of such bonds for Small Town Economic Assistance Program, the purpose of which shall be to provide grants-in-aid to eligible municipalities or group of municipalities for the same purposes for which funds would be available under § 4-66c of the Connecticut General Statutes. Funding was authorized by the State Bond Commission under § 4-66g of the Connecticut General Statutes at the meeting held on March 31, 2022.
- 1.2 The State of Connecticut, Division of Emergency Management and Homeland Security under the Department of Emergency Services and Public Protection, (DESPP/DEMHS) is assisting OPM in administering the program by entering into agreements with eligible municipalities for grants-in-aid for eligible capital projects.

SECTION 2: Grantee and Award.

- 2.1 Town of Weston, hereinafter referred to as the "Grantee," is a municipality which either operates or has a community interest in **renovating the police lockers and bathrooms.**

SECTION 3: Terms.

- 3.1 DESPP/DEMHS hereby authorizes a STEAP grant for the following:
Grant-in-aid to the Grantee to renovate the police lockers and bathrooms in the town of Weston for the **Total Project Cost of \$764,926** which includes a total amount, not to exceed **\$500,000 from the State** with a **\$264,926 Grantee (municipal) match.**

SECTION 4: Effective Date/Period of Performance.

- 4.1 This Agreement shall be effective when executed by both parties and approved by the Office of the Attorney General. The period of performance for work under this grant will begin on the effective date and extend for 4 years.

SECTION 5: Duration of Agreement.

- 5.1 These terms remain in full force and effect for 4 unless terminated by the Grantor as provided General Condition terms.

SECTION 6: Payment Schedule.

- 6.1 DESPP/DEMHS agrees to reimburse the Grantee for the direct cost of the eligible expenses. State funds are disbursed on a reimbursement basis only for allowable expenditures incurred between the start and end dates of the

executed agreement, for which the Grantee has already paid unless otherwise indicated.

- 6.3 Supporting documentation required for reimbursements requests includes but is not limited to: copies of purchase orders, invoices, proof of payment (i.e. cancelled checks) and contracts. If requesting the cash advance, documentation must be provided indicating multiple quotes as well.
- 6.4 Final reimbursement will be made after documentation of the total project costs which includes documentation of the municipal share of the project, is submitted.

SECTION 7: Reporting.

- 7.1 Grantee is required to submit quarterly progress and financial reports. Supporting documentation may be required.
- 7.2 The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 8: Certifications.

- 8.1 The Grantee must certify in writing that requests for payment are for **work begun on or after the effective date of this agreement.** The effective date is the date the CT Attorney General approves of the grant award letter. Once the AG's office approves the agreement, a copy of the executed agreement will be sent to the Grantee.
- 8.2 The Grantee agrees to utilize the grant funds subject to the conditions set forth herein and submit a request for final payment prior to four years from the effective date of this agreement. The State makes no guarantees on the availability of any unused portion of these funds if the Grantee does not meet this deadline. Funding of this project in no way obligates DESPP/DEMHS or OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.
- 8.3 The Grantee acknowledges that any and all additional work not specifically authorized in writing by the Grantor will be the exclusive responsibility of the Grantee. The Grantee further acknowledges that any and all work in excess of the Agreement set forth herein shall be the exclusive responsibility of the Grantee.

- 8.4 If project costs are less than the grant, and/or any project costs have been disallowed, the grantee agrees to return the unexpended/disallowed funds to DESPP/DEMHS not later than 60 days following closeout of the grant. Funds are then returned to OPM.

SECTION 9: Revised Budget.

- 9.1 If the grant amount and/or the distribution of funds between budget line items, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to DESPP/DEMHS and OPM a revised budget and budget narrative equal to and in the same distribution of the grant award not later than 30 days after signing the grant. OPM must approve any changes to the budget/grant distribution. Cash requests will be withheld until the revision is received and approved by OPM.

SECTION 10: Grant Extensions.

- 10.1 If permissible, pursuant to the provisions of the relevant grant program, if the Grantee seeks an extension to the grant period, it is the Grantee's responsibility to request an extension in writing to DESPP/DEMHS not later than 45 days prior to the Grant's end date. Such requests will be considered on a case-by-case basis and decisions will be made at the sole discretion of OPM. Requests for extensions submitted later than the last 45 days prior to the Grant's end date may be denied. No extensions to the end date of a grant will be made if a grant's end date has already passed.

SECTION 11: Non-Supplanting.

- 11.1 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. DESPP/DEMHS or OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 12: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.

- 12.1 Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with grant funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

SECTION 13: Conflict of Interest.

- 13.1 No person who is an officer, employee, consultant or review board member of the grantee shall participate in the selection, award or administration of a contract, subcontract, subgrant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employed is related to any of the foregoing persons.

SECTION 14: Disclosure of Contractor Parties Litigation.

- 14.1 The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



State of Connecticut General Terms and Condition

SECTION 1: Definitions

- 1.1 **Claims:** All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- 1.2 **Confidential Information:** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- 1.3 **Contract:** This agreement, as of its effective date, between or among the Parties.
- 1.4 **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- 1.5 **Goods:** All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and as set forth in Exhibit A.
- 1.6 **Goods or Services:** Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A.
- 1.7 **Perform:** For purposes of this Contract, the verb "to perform" and the Contractor's performance set forth in this Contract are referred to as "Perform," "Performance" and other capitalized variations of the term.
- 1.8 **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- 1.9 **Services:** The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.
- 1.10 **Solicitation:** A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of

Connecticut Department of Administrative Services, even if the Agency has statutes, regulations and procedures which overlap DAS's. However, to the extent that the Agency has statutes, regulations or procedures which the Agency determines in its sole discretion to be inconsistent with DAS's, the Agency's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated.

- 1.11 State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.
- 1.12 Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- 1.13 Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

SECTION 2: Audits

- 2.1 For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

SECTION 3: Access to Contract and State Data.

- 3.1 The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

SECTION 4: Forum and Choice of Law.

- 4.1 The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of

venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 5: Termination.

- 5.1 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- 5.2 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- 5.3 The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 5.4 Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- 5.5 The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- 5.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had

never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

- 5.7 Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- 5.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

SECTION 6: Tangible Personal Property.

- 6.1 The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - 6.1.1 For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 6.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 6.1.3 The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 6.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - 6.1.5 Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- 6.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- 6.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also

provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

SECTION 7: Indemnification.

- 7.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- 7.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- 7.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- 7.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 7.5 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- 7.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

SECTION 8: Sovereign Immunity.

- 8.1 The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the

extent that this section conflicts with any other section, this section shall govern.

SECTION 9: Summary of State Ethics Laws.

- 9.1 Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

SECTION 10: Audit and Inspection of Plants, Places of Business and Records.

- 10.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- 10.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- 10.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- 10.4 The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
- 10.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment

under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- 10.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- 10.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

SECTION 11: Campaign Contribution Restriction.

- 11.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 12: Protection of Confidential Information.

- 12.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- 12.2 Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 12.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 12.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 12.2.3 A process for reviewing policies and security measures at least annually;
 - 12.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 12.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 12.3 The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a

Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- 12.4 The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- 12.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
- 12.6 The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

"Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

"Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

SECTION 13: Executive Orders and Other Enactments.

- 13.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- 13.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- 13.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 14: Nondiscrimination.

- 14.1 For purposes of this Section, the following terms are defined as follows:
 - 14.1.1 "Commission" means the Commission on Human Rights and Opportunities;
 - 14.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
 - 14.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - 14.1.4 "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - 14.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - 14.1.6 "good faith efforts" shall include, but not be limited to, those reasonable initial

efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

- 14.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 14.1.8 "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 14.1.9 "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- 14.1.10 "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- 14.2 (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or

representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- 14.3 Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- 14.4 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 14.5 The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 14.6 The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- 14.7 (1)The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by

the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- 14.8 The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 14.9 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

SECTION 15: Iran Investment Energy Certification.

- 15.1 Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- 15.2 If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a

participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

- 17.3 That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- 17.4 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

SECTION 18: Large State Contract Representation for Official or Employee of State Agency.

- 18.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

SECTION 19: Call Center and Customer Service Work.

- 19.1 Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

- 10.** Reappointment of Mark Harper to the position of Animal Control Officer for a term expiring December 31, 2023: **I move to reappoint Mark Harper as Animal Control Officer for a term ending December 31, 2023**

- 11.** Reappointment of Peter Reid to the position of Assistant Animal Control Officer for a term expiring December 31, 2023: **I move to reappoint Peter Reid to the position of Assistant Animal Control Officer for a term expiring December 31, 2023**

- 12.** Reappointment John Pokorny to the position of Fire Marshal for a term expiring December 31, 2024: **I move to reappoint John Pokorny to the position of Fire Marshal for a term expiring December 31, 2024**

13. Reappointment to the following Boards and Commissions:

I move to reappoint the following:

- Bruce Lorentzen to the Commission on Aging for a term expiring December 31, 2024**
- Terry Castellano to the Commission on Aging for a term expiring December 31, 2024**
- Lynne Langlois to the Historic District Commission for a term expiring December 31, 2027**
- Stirling Collins to the Lachat Town Farm Commission for a term expiring December 31, 2025**
- Nicci Wiese to the Sustainable Weston Committee for a term expiring December 31, 2024**
- Eric Shrago to the Sustainable Weston Committee for a term expiring December 31, 2024**
- Tom Socha to the Sustainable Weston Committee for a term expiring December 31, 2024**
- Benjamin Winglass to the Sustainable Weston Committee for a term expiring December 31, 2024**
- Andy Bill as an Alternate to the Sustainable Weston Committee for a term expiring December 31, 2024**
- Ed Hutchins to the Veterans Affairs Committee for a term expiring December 31, 2024**
- Kevin Dougherty to the Veterans Affairs Committee for a term expiring December 31, 2024**

**14. Approval of Minutes from the November 30, 2022
Special Board of Selectmen Meeting: I move to
approve the unapproved minutes from the
November 30, 2022 Special Board of Selectmen
meeting, as presented**

**Board of Selectmen
Special Meeting Minutes
November 30, 2022 at 10:00 am
Meeting held via Zoom**

1. **Call to order:** First Selectwoman Samantha Nestor called the meeting to order at 10:00 am. Also in attendance were Selectman Martin Mohabeer and Selectwoman Amy Jenner, and members of the public.
2. **Pledge of Allegiance**
3. **Executive Session to discuss pending litigation:** Selectman Mohabeer moved to enter into executive session for the purpose of discussing pending litigation. Invited to attend were Town Administrator Jonathan Luiz and Town Attorney Ira Bloom. Motion was seconded by Selectowman Jenner. Motion carried unanimously.
4. **Adjournment:** Motion to adjourn made by Selectwoman Jenner. Motion was seconded by First Selectwoman Nestor. Selectman Mohabeer was not present for motion to adjourn. Motion carried unanimously. Meeting adjourned at 11:09 am.

Minutes submitted by: Darcy Barrera-Hawes, Executive Administrative Assistant

15. Adjournment: I move to adjourn