

**Board of Selectmen Special Meeting  
February 16, 2023 9:30 AM  
Meeting held via Zoom**

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

<https://us02web.zoom.us/j/81990276984?pwd=dVFENC0h4Y2V7YUtzciU4VGQ3L0dBZz09>

**Webinar ID: 819 9027 6984**

**Passcode: 519568**

**Join by phone: 646 558 8656**

1. Call to order
2. Pledge of Allegiance
3. Acceptance of resignation from Tracy Kulikowski, Land Use Director
4. Discussion /Decision to approve changes to Land Use Director job description
5. Acceptance of resignation from Jonathan Luiz, Town Administrator
6. Discussion/Decision to authorize the First Selectwoman to enter into a Business Associate Agreement and a Counseling Assistance Program Agreement with Positive Directions, the Center for Prevention and Counseling, Inc.
7. Discussion/Decision to authorize a supplemental appropriation of \$503.68 for Assessor, Part-Time Salaries
8. Approval of Minutes from the January 9, 2023 Board of Selectmen special meeting and January 19, 2023 Board of Selectmen regular meeting.
9. Discussion/Decision to enter into executive session to discuss collective bargaining strategy
10. Adjournment

## **DRAFT Motions of the 2/16/23 BOS Special Meeting**

1. Call to order: **No motion**
2. Pledge of Allegiance: **No motion**
3. Acceptance of resignation from Tracy Kulikowski, Land Use Director: **I move to accept the resignation of Tracy Kulikowski effective Friday, April 14<sup>th</sup>, 2023**
4. Discussion /Decision to approve changes to Land Use Director job description: **I move to approve changes to the Land Use Director job description, as presented**
5. Acceptance of resignation from Jonathan Luiz, Town Administrator: **I move to accept the resignation of Jonathan Luiz effective ~~March 31<sup>st</sup>, 2023~~ March 30<sup>th</sup>, 2023 .**
6. Discussion/Decision to authorize the First Selectwoman to enter into a Business Associate Agreement and a Counseling Assistance Program Agreement with Positive Directions, the Center for Prevention and Counseling, Inc.: **I move to authorize the First Selectwoman to enter into a Business Associate Agreement and a Counseling Assistance Program Agreement with Positive Directions, the Center for Prevention and Counseling, Inc., as presented.**
7. Discussion/Decision to authorize a supplemental appropriation of \$503.68 for Assessor, Part-Time Salaries: **I move to authorize a supplemental appropriation of \$503.68 for Assessor, Part-Time Salaries**
8. Approval of Minutes from the January 9, 2023 Board of Selectmen special meeting and January 19, 2023 Board of Selectmen regular meeting: **I move to approve the unapproved minutes from the January 9, 2023 Board of Selectmen special meeting and January 19, 2023 Board of Selectmen regular meeting, as presented**
9. Discussion/Decision to enter into executive session to discuss collective bargaining strategy: **I move to enter into executive session to discuss collective bargaining strategy**
10. Adjournment: **I move to adjourn**

- 1. Call to order: No motion**
- 2. Pledge of Allegiance: No motion**
- 3. Acceptance of resignation from Tracy Kulikowski, Land Use Director: I move to accept the resignation of Tracy Kulikowski effective Friday, April 14<sup>th</sup>, 2023**

February 13, 2023

Samantha Nestor, First Selectwoman  
Jonathan Luiz, Town Administrator  
Town of Weston  
56 Norfield Road  
Weston, CT 06883

Re: Notice of Resignation

Dear Samantha and Jonathan,

Pursuant to the Town of Weston, Connecticut Policies and Practices Handbook, I am writing to provide notice of my resignation from my position as the Land Use Director for the Town of Weston in sixty (60) days, effective Friday, April 14, 2023. I have accepted the full-time position of Deputy Director of Planning and Zoning/Assistant Town Planner for the Town of Greenwich, CT.

It has been a honor and privilege to serve as the Town's first Land Use Director for 16 years, and as the Assistant to the Owner's Representative and the School Building Committee for the Weston Public Schools Construction Project before that. I will miss working with my colleagues and friends in the Land Use Department, in Town Hall and on the Planning & Zoning Commission, the Zoning Board of Appeals and the Conservation Commission, as well as with many residents. A dedicated group of employees, volunteers and appointed/elected officials work together every day to serve the residents of Weston. Thank you for the opportunity to work for this special community.

Sincerely,



Tracy D. Kulikowski, AICP

Cc: Sally Korsh, Chair, PLanning & Zoning Commission  
Ilene Richardson, Chair, Zoning Board of Appeals  
Sarah Schlechter, Chair, Conservation Commission  
Katie Buch, Payroll/Benefits Accountant, Finance Department

4. Discussion /Decision to approve changes to Land Use Director job description: I **move to approve changes to the Land Use Director job description, as presented**

**TOWN OF WESTON  
LAND USE DIRECTOR**

**Position Purpose:**

The purposes of this position are to plan, organize, ~~implement~~ ~~conduct~~ and supervise a comprehensive land use program for the community including: site plan review, zoning enforcement and administration, planning, subdivision approvals, floodplain management, building inspections, fire inspections and approvals, ~~engineering services,~~ inland wetlands ~~permitting, subdivisions, open space,~~ and grants ~~writing.~~ This is accomplished through coordinating efforts of staff and various land use boards and commissions. The Land Use Director is required to exercise considerable independent judgment in administering and managing the town's development process and is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

**Supervision:**

*Supervision Scope:* Oversees a wide variety of complex issues requiring— responsible professional, technical and administrative responsibilities requiring an extensive knowledge of planning, zoning, building inspection, engineering, wetlands and land use regulations and related codes; and a substantial exercise of judgment and initiative to effectively and efficiently manage the department.

*Supervision Received:* Works under the general direction of the Town Administrator following professional standards, procedures and policies. Takes consensus direction from Town land use boards in the development of relevant programs, procedures, and policies. Provides information about department activities and keeps First Selectman and Town Administrator informed of key issues and concerns.

*Supervision Given:* Supervises the Code Enforcement Officer, Conservation Planner, ~~Town Engineer,~~ Building Official, Fire Marshal, and administrative assistants developing job direction, assigning tasks, providing instructions as needed, and monitoring performance.

**Job Environment:**

Administrative work is performed in a moderately noisy office with regular interruptions during the day from the public or realtors, engineers, architects or builders~~developers;~~ occasionally required to perform inspections of outdoor development projects which could be a very loud situation under possible adverse weather conditions, including extreme hot and cold; occasionally driving to inspect complaints from citizens or review progress of projects~~developments~~

Requires the operation of an automobile, telephones, computers, copiers, scanners, faesimile~~machines,~~ and other standard office equipment.

Makes frequent contact with contractors, property owners, ~~public utilities,~~ real estate agents, ~~title searches, engineers, architects, attorneys,~~ the Town Attorney, Town staff, Town Officials and volunteers, representatives of other towns, and many regional and state agencies. Occasional contact with business owners. Communication is frequently in person, by telephone, ~~fax,~~ email, and in writing. Contacts require a high level of professionalism and a high level of patience and resourcefulness to explain regulations.

Errors in judgment or omissions could result in delay of services, legal ramifications and potential liability.

**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.)*

- Plans, organizes, initiates and directs a comprehensive land use services program; coordinates all services by staff to enforce regulations; develops short term and long range comprehensive departmental plans.
- Serve as staff to the Planning & Zoning Commission & and Board of Zoning Board of Appeals; oversee setting of meeting agendas with Chairs, review of public notices, review of applications for completeness; meet with applicants and their agents as necessary; provide recommendations and technical expertise to Commission; oversee or prepare approvals and denials, permits and reports; ensure compliance with statutory timelines and notice requirements, etc.
- Coordinate with Town staff and Town Attorney to address resident complaints about the land use application process and potential violations of regulations/ordinances. Coordinate staff and applications which are reviewed by multiple land use boards.
- Oversee ~~eight of~~ land use application processes and staff; evaluate changes needed to implement processes; revise applications forms and administrative processes to improve services; review and update regulations; oversee updates to Town web site.
- Attends various boards and commission meetings as necessary, such as Planning & Zoning, ZBA, Conservation Com, Board of Selectman, Board of Finance, Building Committee, etc.
- Review municipal ordinances, regulations, policies and guidelines with Town staff, Town Attorney and Land Use Boards; recommend revisions as needed, research and draft new regulations or policies as needed. Draft new regulations as required by State Statutes such as aquifer protection programs.
- Oversee Manage floodplain management permit process with staff fees and manage performance bonds required by the land use boards received in Land Use Offices.
- Monitors outside contractors or consultants, as necessary.
- Fills in for staff during absences, as necessary.
- Supervises, trains, assigns work, counsels and evaluates employees. Personnel functions are conducted with the approval and direction of the Town Administrator

- and First Selectman; Assures safe working conditions for employees
- Prepare and administer operating budget for department and ~~present~~ budget to appropriate Boards, First Selectman and Town Administrator.
  - Submits oral and written reports to Town officials and regional and state agencies.
  - Appears in court to defend or advance the Town's position when necessary. Supervise the preparation of Return of Records for the Town Attorney.

**Other Functions:**

- Performs similar or related work as assigned, 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 Bachelor's Degree in planning, civil engineering, law or some closely related field and more than 5 years of progressively responsible land use and/or planning experience, including supervisory experience. A Master's Degree in planning or related field may be substituted for two years of the required work experience ~~in the land use field~~; or any equivalent combination of education, work experience and training.

**Special Requirements:**

A valid motor vehicle operator's license is required  
Membership and certification in American Institute of Certified Planners (AICP) preferred

**Knowledge, Ability and Skill:**

*Knowledge:* Thorough knowledge of the principles and practices of land use law, management, planning, zoning enforcement, floodplain management, inland wetlands, and erosion and sedimentation control, building inspection process, and fire marshal operations; thorough knowledge of local ordinances and regulations, and State ~~Statutes~~ and federal regulations relating to planning, zoning, subdivisions, floodplains, wetlands, land use law and development; thorough knowledge of land use boards and commissions procedures; knowledge of computer applications appropriate for office

*Ability:* Ability to develop short term and long range comprehensive plans for land use administration; ability to read and interpret site plans, drawings and specifications; ability to perform technical research and analysis in the field of planning, land use and development; ability to administer and coordinate a municipal planning, land use and development



operation which includes building inspection, wetlands, zoning, floodplain management, engineering, and fire marshal; ability to analyze, interpret and explain complex planning/zoning regulations; ordinances, reports and studies; ability to deal effectively with Town staff and officials, contractors, attorneys, engineers and the public; ability to write and administer grants with appropriate staff members; ability to work with and provide policy recommendations to boards and commissions; ability to multitask ; ability to assign, train, and supervise technical, professional and clerical staff; ability to prepare and administer an operating budget for the departments; ability to prepare and present technical and narrative reports in oral and written form.

*Skill:* Excellent verbal and written communication skills; aptitude for working with and explaining laws and regulations to people; aptitude for working with people and maintaining effective working relationships with various groups; aptitude for working with paperwork and details; aptitude for working with drawings and development proposals; skill in using the above mentioned office equipment; skills associated with handling numerous projects at one time; skills associated with the supervision and training of staff

**Physical and Mental Requirements:**

**Work Environment**

	None	Under 1/3	1/3 to 2/3	Over 2/3
Outdoor Weather Conditions		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				
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-Describe				
Other-Describe				

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.)*

5. Acceptance of resignation from Jonathan Luiz, Town Administrator: **I move to accept the resignation of Jonathan Luiz effective March 30, 2023**



**February 15, 2022**

Weston Board of Selectmen

[Snestor@westonct.gov](mailto:Snestor@westonct.gov)

[Mmohabeer@westonct.gov](mailto:Mmohabeer@westonct.gov)

[Ajenner@westonct.gov](mailto:Ajenner@westonct.gov)

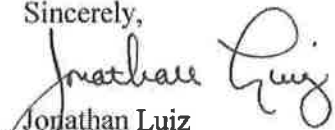
**Re: Notice of resignation**

Dear Board of Selectmen,

Please accept this letter as formal notice of my resignation from employment with the Town of Weston effective March 30<sup>th</sup>, 2023. I am leaving because I have accepted the job of Town Manager in Glastonbury, Connecticut.

My time in Weston has afforded me the opportunity to better the Town, grow professionally, and work with a terrific group of staff and officials. I am grateful to have served this special community. In the weeks ahead, I will work hard to help ensure a smooth transition between myself and my successor. Thank you.

Sincerely,

  
Jonathan Luiz  
Weston Town Administrator

6. Discussion/Decision to authorize the First Selectwoman to enter into a Business Associate Agreement and a Counseling Assistance Program Agreement with Positive Directions, the Center for Prevention and Counseling, Inc.: **I move to authorize the First Selectwoman to enter into a Business Associate Agreement and a Counseling Assistance Program Agreement with Positive Directions, the Center for Prevention and Counseling, Inc., as presented.**

# American Rescue Plan Act Spending Plan

*As determined by both the Board of Selectmen and the Board of Finance*

<b>Project Title</b>	<b>Appropriation</b>
Ravenwood Water System Renovations	\$810,000
Road Repaving	\$575,000
Fire Rescue 5 Replacement	\$535,000
Town Green	\$150,000
Dog Park Accessway & Parking	\$135,000
Tree Work	\$120,000
* Mental Health *	\$100,000
Lachat Offutt Center	\$100,000
Pickleball Courts	\$100,000
Lachat Wetlands Mitigation	\$90,000
Bisceglie Pond Resurfacing	\$85,000
Diversity, Equity & Inclusion	\$70,000
Wood Hill Rd Accessway	\$35,000
Senior Center Bathrooms Renovation	\$31,000
Weston Food Pantry	\$20,000
Sustainability Plan	\$20,000
Charging Stations at Town Hall	\$18,000
Wifi Hotspot at Town Hall Campus	\$15,000
Water Study	\$15,000
Composting Pilot at Transfer Station	\$10,000
<b>TOTAL:</b>	<b>\$3,034,000</b>

## **Mental Health - \$100,000**

**Pilot Program: The Town of Weston is proposing to contract with a local mental health agency to provide mental health assessments and referrals.**

**Pilot Program: The Town of Weston is proposing to contract with a local agency to support homebound or frail seniors and other vulnerable residents.**

## BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made as of January 1, 2023 (the "Effective Date"), by and between **POSITIVE DIRECTIONS – THE CENTER FOR PREVENTION AND COUNSELING, INC.** (the "Business Associate") and **THE TOWN OF WESTON, CONNECTICUT**, (the "Covered Entity"), each individually a "Party" and together the "Parties."

### RECITALS

A. **Purpose.** The purpose of this Agreement is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated regulations, 45 C.F.R. parts 160-164, as may be amended (the "Privacy Rule") and 45 C.F.R. §142.308(a)(2), as may be finalized and amended (the "Chain of Trust" requirement). Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the Privacy Rule. The Privacy Rule requires Covered Entity to obtain written assurances from Business Associate that Business Associate will appropriately safeguard Protected Health Information ("PHI"). The Chain of Trust provision requires that a contract involving exchange of Protected Health Information protect the integrity and confidentiality of the Protected Health Information.

B. **Relationship.** Covered Entity and Business Associate have entered into a relationship under which Business Associate may receive, use, obtain, access or create Protected Health Information from or on behalf of Covered Entity in the course of providing services (collectively, the "Services") for Covered Entity pursuant to that certain **Counseling Assistance Program Agreement** between the Parties dated January 1, 2023, a copy of which is attached hereto as **Exhibit A**.

Now therefore, for good and valuable consideration, the Parties hereby agree as follows:

#### **Section 1. Permitted Uses and Disclosures.**

Business Associate may use and/or disclose PHI only as permitted or required by this Agreement or as otherwise required by Law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of the Services. Business Associate will request from Covered Entity no more than the minimum PHI necessary to perform the Services. Business Associate will not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations under the Privacy Rule, or (ii) that would violate the Privacy Rule if disclosed or used in such a manner by Covered Entity.

#### **Section 2. Safeguards for the Protection of PHI.**

Business Associate will implement and maintain commercially appropriate security safeguards to ensure that PHI obtained by or on behalf of Covered Entity is not used or disclosed by Business Associate in violation of this Agreement. Such safeguards shall be designed to protect the confidentiality and integrity of such PHI obtained, accessed, or created from or on behalf of Covered Entity. Security measures maintained by Business Associate shall include



may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

6.2 Disclosure. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

**Section 7. Audit, Inspection and Enforcement by Covered Entity.**

With reasonable notice, Covered Entity may audit Business Associate to monitor compliance with this Agreement. Business Associate will promptly correct any violation of this Agreement found by Covered Entity and will certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement. Business Associate will make its internal practices, books, records, and policies and procedures relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity, available to the federal Department of Health and Human Services ("HHS"), the Office for Civil Rights ("OCR"), or their agents or to Covered Entity for purposes of monitoring compliance with the Privacy Rule.

**Section 8. Term and Termination.**

8.1 Term This Agreement will become effective on the Effective Date. Unless terminated sooner pursuant to Paragraph 8.2, this Agreement shall remain in effect for the duration of all Services provided by Business Associate and for so long as Business Associate shall remain in possession of any PHI received from or created or received by Business Associate on behalf of Covered Entity, unless Covered Entity has agreed in accordance with Paragraph 8.3 that it is infeasible to return or destroy all PHI.

8.2 Termination. Covered Entity may immediately terminate this Agreement if Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, in Covered Entity's sole discretion, Covered Entity may provide Business Associate with written notice of the existence of the material breach and afford Business Associate thirty (30) days to cure the material breach. In the event Business Associate fails to cure the material breach within such time period, Covered Entity may immediately terminate the Agreement. Covered Entity may also report the material breach to the Secretary of HHS or OCR.

8.3 Effect of Termination. Upon termination of this Agreement, Business Associate will recover any PHI relating to the Agreement in the possession of its subcontractors, agents, or representatives. Business Associate will return to Covered Entity or destroy all such PHI plus all other PHI relating to the Agreement in its possession and will retain no copies. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the

notice shall be deemed given when so delivered to or received at the proper address.

**If to Business Associate, to:**

Positive Directions  
90 Post Road West  
Westport, CT 06880  
Attention: \_\_\_\_\_

**If to Covered Entity, to:**

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

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed in its name and on its behalf as of the date first written above (the "Effective Date").

**COVERED ENTITY:**

**TOWN OF WESTON**

**BUSINESS ASSOCIATE:**

**POSITIVE DIRECTIONS –  
THE CENTER FOR  
PREVENTION AND COUNSELING, INC.**

By: \_\_\_\_\_  
Authorized Officer  
Samantha Nestor  
First Selectwoman

By: Vanessa Wilson  
Authorized Officer  
Print Name: Vanessa Wilson  
Title: Executive Director

**ATTACHMENT:**

Exhibit A: Counseling Assistance Program Agreement between the Parties dated January 1, 2023

## COUNSELING ASSISTANCE PROGRAM AGREEMENT

This Counseling Assistance Program Agreement (the "Agreement") is made as of January 1, 2023, by and between Positive Directions - The Center for Prevention and Counseling, Inc. a non-profit corporation located at 90 Post Road West, Westport, CT ("Positive Directions"), and the Town of Weston, a municipal corporation organized and existing under the laws of the State of Connecticut, 56 Norfield Road, Weston, CT (the "Town").

### RECITALS

WHEREAS, the Town desires to engage Positive Directions to provide certain counseling, data collection, and additional services described in the Scope of Services attached hereto as Exhibit A (the "Services"); and

WHEREAS, Positive Directions intends to enter into similar Counseling Assistance Program Agreements with the towns of Westport and Wilton, Connecticut;

NOW THEREFORE, in consideration of the mutual promises herein contained, the Town and Positive Directions agree as follows:

#### 1) ENGAGEMENT OF POSITIVE DIRECTIONS

The Town hereby engages Positive Directions, and Positive Directions hereby agrees to its engagement, to perform the Services.

#### 2) RESPONSIBILITIES OF THE PARTIES

Positive Directions agrees to provide the Services to the Town. The Services include without limitation seven (7) hours per week of Counseling Services (as defined in Exhibit A) to be shared among the towns of Westport, Weston, and Wilton as described in Exhibit A hereto, Additional Services (as defined in Exhibit A), and Data Collection Services (as defined in Exhibit A). Exhibit A is incorporated herein by reference. The parties agree that the full cost of the Services to be provided to the three towns by Positive Directions is SIXTEEN THOUSAND SIX HUNDRED DOLLARS (\$16,600) per year, with the Town and the towns of Westport and Wilton each paying one-third (1/3) of that total. The parties agree that, in the event that either Wilton and/or Westport terminates its agreement with Positive Directions, or if Wilton and/or Westport fails to enter into such agreements, or for any other reason, the Town will not be required to pay any fees other than those provided in Section 4 hereto, and Positive Directions will nevertheless provide the Services to the Town, including without limitation two and one-third (2 1/3) hours of Counseling Services per week. The procedures for allocating and scheduling the Services are provided in Exhibit A.

#### 3) REGULAR MEETINGS

Upon the request by either party, Positive Directions and the Town agree to meet on a regular basis to evaluate the program's effectiveness and make adjustments to the program as needed.

- a) If either party fails to fulfill, in a timely and proper manner, its obligations under this Agreement, the other party shall thereupon have the right to terminate this Agreement with seven (7) days written notice of such failure and termination to the other party. The Town may also choose to terminate this Agreement without cause at any time by providing written notice to Positive Directions.
- b) In the event of termination of Positive Directions' engagement to provide Services under this Agreement, (i) Positive Directions shall continue to render the Services as provided in this Agreement until the effective date of the termination; (ii) all finished and unfinished Deliverables (as defined in Section 10 below) prepared by Positive Directions shall be delivered to the Town; (iii) Positive Directions shall be paid by the Town, in accordance with the payment provisions of this Agreement, for all Services properly completed by Positive Directions as of the effective date of the termination; and (iv) upon payment of the amount specified in this section of this Agreement, the Town shall have no further liability to Positive Directions under this Agreement. The provisions of Sections 7, 8, 9, 11, and 13 shall survive any termination of this Agreement.

**8) INDEMNITY/HOLD HARMLESS**

Positive Directions agrees to and shall indemnify and defend the Town and hold the Town harmless from any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities of any nature whatsoever directly arising in connection with or directly relating in any way to any breach or violation by Positive Directions of this Agreement or Positive Directions' negligence, willful misconduct, or intentional acts or omissions.

**9) INSURANCE**

Throughout the term of this Agreement Positive Directions shall purchase and maintain the insurance coverages provided below, from a company or companies with an A.M. rating of A-(VII) or better, to protect the Town from claims that may arise out of or result from Positive Directions' obligations under this Agreement and for which Positive Directions may be legally liable, whether such obligations are Positive Directions' or those of a subcontractor or any person or entity directly or indirectly employed by said Positive Directions or those of anyone for whose acts said Positive Directions may be liable. The insurance coverage shall consist of the following:

- a) Workers Compensation Insurance required by law with employers' liability limits for at least the amounts of liability for bodily injury by accident of \$ 500,000 each accident and bodily injury by disease of \$500,000, including a waiver of subrogation.
- b) Commercial General Liability Insurance policy with an edition date of 1986 or later including products and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); and Products and completed operations aggregate limit of \$2,000,000.
  - i. The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13).

- c) Except as provided by law, Positive Directions and the Town agree that neither will divulge to third parties, without the written consent of the Town or Positive Directions, as the case may be, any confidential information obtained from or through the Town or Positive Directions in connection with the performance of this Agreement. Because the Town may be providing protected health information about clients and potential clients, the parties will be entering into a separate Business Associate Agreement.

12) PROMOTION OF SERVICES

- a) Positive Directions will be permitted to promote (by way of descriptive text, testimonials, or otherwise, for example) the clinical services that Positive Directions provides to clients referred by the Town associated with the Counseling Assistance Program on Positive Directions' website, social media, and other promotional resources developed by Positive Directions. The Town has the right to require the removal of any promotional material that it finds objectionable in its reasonable discretion.
- b) Town will inform eligible residents of the Counseling Assistance Program and make referrals as the Town deems appropriate.

13) MISCELLANEOUS

- a) Notices. Any notices or demands required or permitted by law or by any provision of this Agreement shall be in writing, and may be delivered personally, by reputable private delivery service, or by the United States mail, registered or certified, return receipt requested and postage prepaid. If to Positive Directions, notices should be addressed to Vanessa Wilson, Positive Directions, 90 Post Road West, Westport, CT 06880. If to the Town, notices should be addressed to Town of Weston, Attn: First Selectwoman, 56 Norfield Road, Weston, CT 06883. Notices shall be effective when delivery is made during regular business hours.
- b) Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Connecticut.
- c) Successors; Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties and their heirs, successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever.
- d) Assignment. Positive Directions shall not assign or transfer this Agreement or any interests in this Agreement without the prior written consent of the Town.
- e) Waiver. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.
- f) Severability. If any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties shall use best efforts to replace

## **EXHIBIT A**

### **SCOPE OF SERVICES**

This Scope of Services is an exhibit to the Counseling Assistance Program Agreement (the "Agreement") between Positive Directions and the Town of Weston (the "Town"). Undefined capitalized terms shall have the meanings assigned to them in the Agreement unless the context clearly indicates otherwise. It is anticipated that the towns of Wilton, Connecticut, and Westport, Connecticut will enter into similar Counseling Assistance Program Agreements with Positive Directions.

**GOAL OF THE COUNSELING ASSISTANCE PROGRAM (CAP):** The CAP aims to provide a barrier-free way for residents of Westport, Weston, and Wilton age 12+ to access quality mental health treatment quickly, with particular consideration for low-income and under-insured residents.

#### **POSITIVE DIRECTIONS CLINICIAN:**

Positive Directions agrees to hire and/or retain on staff for the duration of the Agreement one or more dedicated licensed clinicians and interns under the direct supervision of a licensed clinician (together, the "Clinicians"), to provide seven (7) hours per week of Counseling Services (as defined below) to clients referred by Westport, Weston, and Wilton during the term of the Agreement. The Clinicians shall be experienced, licensed, and qualified to perform the Services. The Counseling Services hours shall be allocated and scheduled as provided below.

#### **THE REFERRAL PROCESS:**

A staff member of the Town's Social Services Department may refer clients directly to Positive Direction for Counseling Services (as defined below).

With client consent, Town referrals can be made by calling Positive Directions' main number with or without the client present at 203-227-7644. If the Town leaves a voicemail with sufficient information, the Positive Directions Office Administrator and Clinical Coordinator will contact the client directly to schedule an appointment with one of the Clinicians. Referrals through the Unite Us program require client consent to share information between agencies. Once the referral is received and Positive Directions receives the completed paperwork, the Office Administrator and Clinical Coordinator will call the client to schedule an appointment with the Clinicians. Positive Directions will use its best efforts to contact the client and schedule the appointment the day the referral is received. Appointments may be in-person or virtual.

Positive Directions will provide intake packets to the Town to allow the referring Social Services staff member to assist with the paperwork required for a client's first appointment. The paperwork will also be provided electronically. All paperwork should be completed, emailed, scanned, or faxed to the Positive

Directions if it is utilizing another town's unused Counseling Services hour(s) or is allowing another town to use its unused Counseling Services hour(s).

In the event that the Counseling Services and Additional Services requested by the Town and the towns of Wilton and Westport exceed seven (7) hours per week, then the Town will cooperate with Positive Directions and with Wilton and Westport (if they are then parties to similar agreements) to determine a resolution that will limit such Services to seven (7) hours per week.

**DATA COLLECTION SERVICES:**

Positive Directions will track the following information and provide a written report to the Town containing such information, on a quarterly basis, delivered as backup to the quarterly invoice delivered to the Town under the Agreement:

- Number of hours of Services provided by the Clinicians each week, separated by type of service (Counseling, Additional, and Data Collection) and separated by town (Westport, Weston, and Wilton). Additional Services listed shall provide sufficient detail to clearly identify the services provided.
  - Number of individuals referred by each town (Westport, Weston, and Wilton)
  - Number of individuals who utilized 2 free initial sessions
  - Number of individuals who continued with Positive Directions after the initial 2 sessions
- Trends in presenting problems

7. Discussion/Decision to authorize a supplemental appropriation of \$503.68 for Assessor, Part-Time Salaries: **I move to authorize a supplemental appropriation of \$503.68 for Assessor, Part-Time Salaries**



**Cost to make Donna Werfelman Full-Time from  
December of 2022 thru June 30, 2023**

Wages:	\$466.95
Social Security:	\$28.95
Medical:	\$6.77
<u>Pension:</u>	<u>\$81.95</u>
Total bi-weekly cost:	\$584.62

**\$584.62 x 14 payrolls = \$8,184.68**

Board of Finance approved \$8,184.68 on 2/9/22.

Board of Selectmen approved \$7,680.68 on 12/15/22,  
but due to a math error that amount should have been  
\$504 higher. The suggested motion is to approve an  
additional \$504.

8. Approval of Minutes from the January 9, 2023 Board of Selectmen special meeting and January 19, 2023 Board of Selectmen regular meeting: **I move to approve the unapproved minutes from the January 9, 2023 Board of Selectmen special meeting and January 19, 2023 Board of Selectmen regular meeting, as presented**

**Board of Selectmen  
Special Meeting Minutes  
January 9, 2023 at 9:15 am  
Meeting held via Zoom**

1. **Call to order:** First Selectwoman Samantha Nestor called the meeting to order at 9:16 am. Also in attendance was Selectwoman Amy Jenner. Selectman Martin Mohabeer was not in attendance for the call to order, he was in attendance for executive session.
2. **Pledge of Allegiance:**
3. **Executive Session to discuss pending litigation:** Selectwoman Jenner 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. First Selectwoman Nestor seconded the motion, motion carried unanimously.
4. **Adjournment:** Motion to adjourn made by Selectwoman Jenner. Motion was seconded by First Selectwoman Nestor. Motion carried unanimously. Selectman Mohabeer was not in attendance for motion to adjourn. Meeting adjourned at 10:18 am.

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

**Board of Selectmen  
Regular Meeting Minutes  
January 19, 2023 at 7:30 pm  
Meeting held via Zoom**

1. **Call to Order:** First Selectwoman Samantha Nestor called the meeting to order at 7:32 pm. Also in attendance were Selectman Martin Mohabeer, Selectwoman Amy Jenner, Library Board members Lori Goertz and Amy Sanborn, Ian Parsells, Finance Director Rick Darling, and members of the public.
2. **Pledge of Allegiance:** The Board of Selectmen led in the recitation of the Pledge of Allegiance.

First Selectwoman Nestor said that the scheduled follow-up for an item regarding the memo from Mark Harper that was tabled at the November 3, 2022 Board of Selectmen meeting will be held at a later date because Mr. Harper was unable to attend tonight due to a medical issue. She also said that Town Administrator Jonathan Luiz was unable to attend this evening's meeting due to illness.

3. **Discussion/decision to hire Ian Parsells as Library Director:** Library Board member and Search Committee Chair Amy Sanborn and Library Board Chair Lori Goertz thanked those involved in the search process, discussed the search process, and gave their recommendation of Ian Parsells for the position of Library Director. Discussion regarding the search process took place. First Selectwoman Nestor thanked the Interim Library Directors for their service. The Board of Selectmen interviewed Ian Parsells. Selectman Mohabeer made a motion to hire Ian Parsells as Library Director effective March 6, 2023 subject to the successful completion of a criminal background check. Selectwoman Jenner seconded the motion. Motion passed unanimously.
4. **Discussion with the Town Administrator about his findings concerning the Board of Ethics handling of the complaint filed by Mark Harper against Selectwoman Amy Jenner dated November 21, 2022:** Selectwoman Jenner moved to table this item to another meeting due to the illness of the Town Administrator. Selectman Mohabeer seconded the motion. Motion passed unanimously.
5. **Acceptance of resignation of Richard Bochinski from the Board of Finance effective immediately:** The Board of Selectmen thanked Mr. Bochinski for his years of service on multiple boards and commissions in Weston. Selectman Mohabeer made a motion to accept the resignation of Richard Bochinski from the Board of Finance effective January 13, 2023. Selectwoman Jenner seconded the motion. Motion passed unanimously.

First Selectwoman Nestor made a motion to add an agenda item to appoint Jeff Goldstein to fill the vacancy on the Board of Finance. Selectman Mohabeer seconded the motion. Discussion took place. Motion passed unanimously.

First Selectwoman Nestor made a motion to appoint Jeff Goldstein to fill the vacancy on the Board of Finance created by the resignation of Richard Bochinski. Motion was not seconded. Motion did not pass. First Selectwoman Nestor will publicly post the Board of Finance vacancy.

6. **Discussion/decision to make an appointment to fill a vacancy on the Board of Ethics for a term ending December 31, 2024:** Discussion took place regarding the vacancy and interview process. Selectwoman Jenner made a motion to table this item to another meeting following the discussion with the Town Administrator of agenda item number 4. Selectman Mohabeer seconded the motion. First Selectwoman Nestor abstained. Motion passed 2 in favor, 0 opposed, 1 abstention.
7. **Discussion/decision to amend the budget schedule for the 2023-2024 fiscal year:** Finance Director and Assistant Town Administrator Rick Darling discussed proposed changes to the budget schedule for the 2023-2024 fiscal year. Selectwoman Jenner made a motion to amend the budget schedule for the 2023-2024 fiscal year, as presented. Selectman Mohabeer seconded the motion. Motion passed unanimously.

- 8. First Selectwoman's update on various infrastructure projects and FY2021-22 audit:** First Selectwoman Nestor discussed the update she gave at the January 12, 2023 Board of Finance meeting on various infrastructure projects and also the FY 2021-22 audit. Discussion took place.

Selectwoman Jenner made a motion to add an agenda item to discuss the Senior Center Director vacancy. First Selectwoman Nestor seconded the motion. Motion carried unanimously.

Discussion regarding the Senior Center Director vacancy took place.

First Selectwoman Nestor thanked Selectwoman Jenner for taking the lead on the Town Administrator search process.

- 9. Adjourn:** Motion to adjourn made by Selectwoman Jenner. First Selectwoman Nestor seconded the motion. Motion passed unanimously. Meeting adjourned at 8:34 pm.

Minutes submitted by Darcy Barrera-Hawes, Executive Administrative Assistant

**9. Discussion/Decision to enter into executive session to discuss collective bargaining strategy: I move to enter into executive session to discuss collective bargaining strategy**

**10. Adjournment: I move to adjourn**