

OFFICE OF THE
FIRST SELECTMAN

Telephone (203) 563-0100
Fax (203) 563-0299

Email to: lynne.vanderslice@wiltonct.org



Lynne A. Vanderslice
First Selectwoman

Joshua S. Cole
Second Selectman

Kimberley Healy
Selectwoman

Basam Nabulsi
Selectman

Ross H. Tartell
Selectman

TOWN HALL
238 Danbury Road
Wilton, CT 06897

BOARD OF SELECTMEN
Monday, November 20, 2023
7:00 p.m.

Public Access to the meeting is via Zoom

Click on the link or paste into your browser

<https://us02web.zoom.us/j/84432638840>

Public comment can be made via Zoom by using the raise hand function when appropriate.

A. Call to Order

B. **Public Comment**

C. Consent Agenda

- Minutes
 - Board of Selectmen Public Hearing & Regular Meeting Minutes-November 6, 2023
 -
- Refunds
 - As per Tax Collector's Memo Dated November 14, 2023

D. Discussion and/or Action

1. Update FY2023 Operating Expense Savings-Allocation Requests
2. Reconsideration of Pumper Engine Vendor
3. Proposed Agreement with WARF for the Banner Program
4. On Board Board/Commission Management Software-Sarah Gioffre
5. Lease with State for Allen's Meadow
6. Request from the Wilton Library Association to Amend the Public Private Partnership Agreement
7. Request to Carryover IS Operating Capital Funds to FY2024-Matt Knickerbocker
8. FY2023-2024 DUI Grant
9. Ongoing Projects
10. Possible Appointment-Council on Ethics – Warren Serenbetz
11. Termination of the Temporary Committees
 - Fire Station 2 Building Committee
 - Planning and Zoning Amenities Subcommittee

E. Selectmen's Report

1. First Selectwoman
 1. ASML Visit
 2. Discussion with Police Commission
 3. Board of Finance Budget Guidance
2. Selectmen/Selectwoman

F. **Public Comment**

G. Adjournment

**BOARD OF SELECTMEN
Monday, November 20, 2023
Special Executive Session Meeting
Immediately Following Regular Meeting**

Call to Order

Executive Session-Discussion of Tentative Agreement with AFSCME and Board and Commission
Candidate Reappointments

Adjournment

TAX COLLECTOR
Telephone (203) 563-0125
Fax (203) 563-0299



TOWN HALL
238 Danbury Road
Wilton, Connecticut 06897

November 14, 2023

Lynne Vanderslice
First Selectwoman
238 Danbury Rd
Wilton, CT 06897

RE: Recommendation of Tax Refunds to the Wilton Board of Selectmen

Lynne,

In accordance with Connecticut General Statute 12-129, I hereby recommend that the following refunds be approved. These refunds are a result of overpayment of taxes.

Total Refunds: \$11,582.29

Should you have any questions please contact me at 203-563-0125 or via email at HollieRapp@wiltonct.org.

Thank you,

A handwritten signature in cursive script that reads "Hollie Rapp".

Hollie Rapp, CCMC
Manager of Assessing & Tax Collection

Bill	Name	Prop Loc/Vehicle Info.	Paid Date	Tax	Int	L/F	Total	Overpaid
Dist/Susp/Bank	Address	UniqueID/Reason					Adjusted	Tax
M013	20 COMMERCE WAY, SUITE 800	63577	7/28/2023	632.03	0.00	0.00	632.03	-105.54
2022-03-0063601	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
	TOYOTA LEASE TRUST	2021/BA34717/2T3G1RFV6MC161572		627.32	0.00	0.00	627.32	
	20 COMMERCE WAY, SUITE 800	63601	7/28/2023	684.12	0.00	0.00	684.12	-56.80
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063613	TOYOTA LEASE TRUST	2021/BB03823/58ADZ1B11MU091625		671.33	0.00	0.00	671.33	
	20 COMMERCE WAY, SUITE 800	63613	7/28/2023	895.09	0.00	0.00	895.09	-223.76
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063623	TOYOTA LEASE TRUST	2021/BB53153/JTHP9JBH6M2042145		351.66	0.00	0.00	351.66	
	20 COMMERCE WAY, SUITE 800	63623	7/28/2023	843.30	0.00	0.00	843.30	-491.64
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063638	TOYOTA LEASE TRUST	2021/BC20340/JTMCY7AJ3M4101215		1,434.16	0.00	0.00	1,434.16	
	20 COMMERCE WAY, SUITE 800	63638	7/28/2023	1,912.19	0.00	0.00	1,912.19	-478.03
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063645	TOYOTA LEASE TRUST	2022/BD03948/2T2HZMDA1NC337000		462.47	0.00	0.00	462.47	
	20 COMMERCE WAY, SUITE 800	63645	7/28/2023	924.93	0.00	0.00	924.93	-462.46
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063646	TOYOTA LEASE TRUST	2021/BD03972/58AGZ1B17MU103855		552.88	0.00	0.00	552.88	
	20 COMMERCE WAY, SUITE 800	63646	7/28/2023	948.34	0.00	0.00	948.34	-395.46
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0064407	VW CREDIT LEASING LTD	2019/AC48883/WAUDNAF44KA098947		265.28	0.00	0.00	265.28	
	1401 FRANKLIN BLVD	64407	7/14/2023	636.13	0.00	0.00	636.13	-370.85
M017	LIBERTYVILLE IL 60048							
2022-03-0064414	VW CREDIT LEASING LTD	2020/AG89260/3VV0B7AX5LM014168		211.58	0.00	0.00	211.58	
	1401 FRANKLIN BLVD	64414	7/14/2023	507.38	0.00	0.00	507.38	-295.80
M017	LIBERTYVILLE IL 60048							
2022-03-0064468	VW CREDIT LEASING LTD	2020/AX37228/WAUL2AF20LN054828		600.64	0.00	0.00	600.64	
	1401 FRANKLIN BLVD	64468	7/14/2023	1,030.27	0.00	0.00	1,030.27	-429.63
M017	LIBERTYVILLE IL 60048	Sec. 12-129 Refund of Excess Payments.						
2022-03-0065250	YOUNG JOHN D	2020/AK30279/5NPD74LF7LH510583		433.65	0.00	0.00	433.65	
	301 OLD WESTPORT RD	65250	8/7/2023	443.65	13.01	2.00	458.66	-10.00
	WILTON CT 06897	Sec. 12-129 Refund of Excess Payments.						
TOTAL	31			12,069.26	0.00	0.00	12,069.26	
				23,651.55	32.25	4.00	23,687.80	-11,582.29

2022-03-0050140	ACAR LEASING LTD P O BOX 1990	2021/BD17308/1GCGTDENXM1248144 50140	7/20/2023	420.62 841.25	0.00 0.00	0.00 0.00	420.62 841.25	-420.63
M001	FT WORTH TX 76101-4106	Sec. 12-129 Refund of Excess Payments.						
2022-03-0050845	BEHRENS HERMANN B 220 NOD HILL RD WILTON CT 06897-1717	2013/AR98655/WAULFAFH9DN002639 50845	7/28/2023	199.70 325.09	0.00 0.00	0.00 0.00	199.70 325.09	-125.39
2022-03-0052947	DAIMLER TRUST 14372 HERITAGE PARKWAY FORT WORTH TX 76177	2021/BB22117/4JGFB4KB9MA426369 52947	7/26/2023	321.58 1,286.30	0.00 0.00	0.00 0.00	321.58 1,286.30	-964.72
M004	FORT WORTH TX 76177	Sec. 12-129 Refund of Excess Payments.						
2022-03-0058923	MCPARTLAND SHERRI A 37 DANA RD DANBURY CT 06811	2014/AN03753/5J6RM4H54EL117096 58923	10/23/2023	0.00 320.70	0.00 19.24	0.00 2.00	0.00 341.94	-320.70
2022-03-0063440	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2018/151YNH/JTJBM7FX8J5208610 63440	7/28/2023	204.47 817.84	0.00 0.00	0.00 0.00	204.47 817.84	-613.37
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063457	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2019/483ZUP/58ABZ1B17KU048556 63457	7/28/2023	64.05 771.61	0.00 0.00	0.00 0.00	64.05 771.61	-707.56
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063459	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2019/4ANTA3/5TDJZRFH1KS620237 63459	7/28/2023	244.85 735.32	0.00 0.00	0.00 0.00	244.85 735.32	-490.47
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063494	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2019/AF36338/JTHC81D25K5035192 63494	7/28/2023	362.83 725.67	0.00 0.00	0.00 0.00	362.83 725.67	-362.84
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063504	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2020/AH94816/2T2HZMDA6LC240940 63504	7/28/2023	544.02 933.13	0.00 0.00	0.00 0.00	544.02 933.13	-389.11
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063515	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2020/AL39986/JTJSARDZ7L5013044 63515	7/28/2023	554.67 831.59	0.00 0.00	0.00 0.00	554.67 831.59	-276.92
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063547	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2019/AV41118/5TDJZRFH1KS613501 63547	7/28/2023	367.66 735.32	0.00 0.00	0.00 0.00	367.66 735.32	-367.66
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063548	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226	2019/AV53489/2T3G1RFV8KC033489 63548	7/28/2023	247.08 592.53	0.00 0.00	0.00 0.00	247.08 592.53	-345.45
M013	CHANDLER AZ 85226	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063550	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2019/AV67637/JTDL9RFU5K3010915 63550	7/28/2023	0.00 586.97	0.00 0.00	0.00 0.00	0.00 586.97	-586.97
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063551	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2019/AV76801/JTJDZKCA5K2016366 63551	7/28/2023	227.50 910.01	0.00 0.00	0.00 0.00	227.50 910.01	-682.51
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063554	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2019/AW02526/2T2BZMCA0KC211505 63554	7/28/2023	71.78 864.95	0.00 0.00	0.00 0.00	71.78 864.95	-793.17
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063564	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2019/AX37434/5TDDZRFH6KS734862 63564	7/28/2023	458.90 787.12	0.00 0.00	0.00 0.00	458.90 787.12	-328.22
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063571	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2020/AY20618/JM3KFBCM2L0803485 63571	7/28/2023	487.98 585.80	0.00 0.00	0.00 0.00	487.98 585.80	-97.82
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063573	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2020/AY25360/JTDEPRAE0LJ097974 63573	7/28/2023	352.68 470.22	0.00 0.00	0.00 0.00	352.68 470.22	-117.54
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063575	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2020/AY40877/3MVMDBCL7LM132700 63575	7/28/2023	431.19 517.62	0.00 0.00	0.00 0.00	431.19 517.62	-86.43
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063576	TOYOTA LEASE TRUST 20 COMMERCE WAY, SUITE 800	2020/AY46875/NMTKHXMBX6LR110750 63576	7/28/2023	370.24 555.08	0.00 0.00	0.00 0.00	370.24 555.08	-184.84
M013	WOBURN MA 01801-1057	Sec. 12-129 Refund of Excess Payments.						
2022-03-0063577	TOYOTA LEASE TRUST	2020/AY46887/2T3F1RFV4LW124531		526.49	0.00	0.00	526.49	

Wilton Board of Selectmen
Amended and Restated Policy for Advertising and Sponsorship at Athletic Facilities

Adopted: _____, 2023

It is the policy of the Board of Selectmen (or “the BOS”) to ensure that Town owned properties avoid promoting private commercial activity for profit. However, in 2017, the BOS recognized that permitting some commercial advertising or other corporate sponsorship at particular locations may offer an opportunity for the Town to fund enhancements to existing athletic facilities and/or create new athletic and recreational facilities, and created an Advertising and Sponsorship Policy (the “Original Policy”). The BOS desires to update, amend and restate the Original Policy in its entirety, as set forth below (as amended and restated, the “Amended and Restated Policy”).

RECITALS

- A. On September 11, 2017, the BOS approved the Original Policy for advertising and sponsorship at Memorial Stadium and Kristin Lilly Field of the Wilton High School. Pursuant to such Original Policy, BOS designated the three organizing founders of WILTON ATHLETIC AND RECREATION FOUNDATION COMPANY, a Connecticut non-stock corporation (“WARF”), pending WARF’s formation and establishment as a charitable foundation in March 2018, as managers authorized to design, solicit and implement the Original Policy and manage funds in trust for the Town’s benefit (collectively, the “Banner Program”). Those funds, net of actual expenses to operate the Banner Program, are controlled by the Town and have been used at the Town’s direction for turf creation, improvement, maintenance and replacement.
- B. The Town desires to continue designating WARF as its exclusive manager and continue the grant of licenses to WARF to continue the Banner Program at Memorial Stadium and Kristine Lilly Field, as well as outline the terms and conditions for expanding the Banner Program to other Town Athletic Facilities, of which is set forth herein.
- C. As used herein, the term “Town Athletic Facilities” means the locations set forth on Attachment A hereto, including corresponding fields, tracks, parking lots, access roads, lights, scoreboards, stands, bathroom and concession improvements.
- D. Under Conn. Gen. Stat. Section 10-220, the Wilton Board of Education (the “BOE”) maintains full authority and control over all property used for school purposes and that the BOE is charged with responsibility for the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes (the “Statutory Authority”). By way of example, the parties recognize that all school buildings are within the Statutory Authority. Nothing in this Amended and Restated Policy shall be interpreted or construed in any way as modifying, limiting or restricting the Statutory Authority or the BOE’s right to exercise the Statutory Authority under any circumstances.

NOW, THEREFORE, THE AMENDED AND RESTATED POLICY:

1. Reappointment of WARF. The Board of Selectmen hereby renews its designation of WARF as its exclusive designee to implement and execute the Banner Program at the Town Athletic Facilities for a five (5) year period beginning September 1, 2023 (the “Term”)

and renewing automatically for additional five-year periods unless the Town or WARF provides the other party with notice of non-renewal no later than June 30 of the final year of the then-current term, or otherwise terminates the appointment for breach of this Amended and Restated Policy, with ten (10) days' written notice to the breaching party and a reasonable opportunity to cure such breach not to exceed thirty (30) days. WARF and its employees, officers, agents, consultants and contractors (collectively, its "Representatives"), are hereby granted a limited, revocable license in the Town Athletic Facilities in order to: (i) enter, access, use and affix banner-style advertising, on an exclusive basis; and (ii) solicit, advertise, invoice and accept funds for, select, design, purchase, fabricate, locate, install, maintain, remove and replace such advertising banners for the Town Athletic Facilities, on an exclusive basis, subject to the terms and conditions set forth herein. The exclusivity of this license is limited to the express activities set forth in the preceding sentence at the Town Athletic Facilities, which means that the Town shall not permit any person or entity other than WARF to engage in any of the activities set forth in the previous sentence at any of the Town Athletic Facilities for so long as this Amended and Restated Policy is in effect. Excepting the exclusive use for advertising permitted to WARF, the Town reserves all rights to access, use or permit others to access or use the Town Athletic Facilities for any and all purposes whatsoever and to conduct any and all operations or activities that the Town may desire, and the license grant to WARF is further subject and subordinate to any and all activities or uses by the Town or others to the extent required by emergencies or applicable law. WARF shall keep all banners or other property installed at the Town Athletic Facilities in a reasonably safe, clean and presentable condition. WARF shall not use the License Areas in any manner that constitutes waste or nuisance or that violates any applicable law.

2. Establishment of Accounts. WARF shall operate the Banner Program, including invoicing and payment from third parties participating in the Banner Program and vendors utilized in executing upon the Banner Program, and accounting of all related revenues and expenses and financial reporting. All funds under the Banner Program are to be held in trust by WARF in a segregated account for the benefit of the Town at a bank with a branch office in Wilton. WARF shall deposit into such account all of the Banner Program revenues. WARF may apply the funds in the account to cover WARF's permitted costs and expenses (the "Permitted Expenses") as more fully described below. Amounts remitted by WARF to the Town shall be deposited into the Town's reserve account, which shall be used exclusively as described below in Section 3. WARF shall have the right to pay the following "Permitted Expenses" from its accounts:
 - a. Documented, actual, and reasonable expenses associated with the marketing, management and execution of the Banner Program.
 - b. Any insurance required by the Town or that WARF reasonably deems necessary for the organization, staffing, and management of WARF to execute upon the Banner Program.
 - c. Legal, accounting and other professional fees directly-associated with the maintenance of the WARF organization or operations.
 - d. Notwithstanding the above expenses, WARF acknowledges that the purpose of this Agreement is to build the total value of private investment dollars available

to enhance the Town Athletic Facilities and as such, expenses should be managed to maximize net results.

3. Use of Funds. Funds raised through the Banner Program will be managed by WARF, subject to conditions stated in this Amended and Restated Policy. All net revenues shall be deployed by WARF for projects that are approved by the board of directors of WARF and implemented in collaboration with, and as approved by, the Town Administrator (presently Matt Knickerbocker), and/or the Town Parks and Recreation Commission (the “Commission”) and the Director of Parks and Recreation, and/or other Town boards and commissions having authority over such facilities (as hereinafter further described, the “Approved Projects”). The Town shall have no right to direct or restrict funding generated under this Amended and Restated Policy for any Approved Project that meets the requirements set forth in this Section 3, unless the creation, funding, construction or implementation of such project violates the Town charter or applicable law. WARF will either pay for Approved Projects directly, or will contribute net revenues to the Town for deployment towards Approved Projects. Approved Projects shall be prioritized on an annual basis and will adhere to the following requirements, unless mutually agreed otherwise:
 - a. Projects that enhance the existing Town Athletic Facilities and/or create new athletic and recreational facilities;
 - b. Projects that directly and positively impact Wilton youth sports and recreation and/or related programming;
 - c. Projects that benefit the highest number of Wilton youth and Wilton residents;
 - d. Priority will be given to projects that are lower-cost, safety and utility enhancing and readily implementable.

Attachment B hereto sets forth a sample list of projects which have been discussed by WARF with the Commission and/or the Director of Parks & Recreation. Such list is for purposes of discussion only, and the projects thereon do not constitute Approved Projects unless and until approved as required by this Section 3. The Town hereby designates the Town **Administrator** (presently Matt Knickerbocker) and/or the Commission to assist in the deployment of funds towards Approved Projects.

4. Advertising Policy.
 - a. When approving advertising or corporate sponsorship proposals, WARF as the designee shall only accept advertisements or corporate sponsorships that maintain the integrity of the athletic and recreational environment, and are not in conflict with either established BOS policies, federal or state law.
 - b. All advertisements will be of uniform sizes at any particular Town Athletic Facility, and uniform rates will be charged according to the size of the sign. No sign will be prepared until it is approved by the advertiser and WARF as the designee of Board of Selectmen.
 - c. WARF, as the designee of the Board of Selectmen, will determine the locations at the Town Athletic Facilities where signs will be displayed. Any Town Athletic Facilities where signs are not currently displayed as of the date hereof will be

subject to review and approval by the Commission to (i) determine whether the structures to which the signs are affixed are suitable for such purpose and (ii) confirm that the display of signs in accordance with this Policy do not otherwise violate any policy or agreement to which the Town is bound.

- d. Because spectators may perceive a sign on Town of Wilton property to bear the Town or School District's approval of the advertised product or service and associate the Town or the School District with a particular advertisement and because children of young age attend school athletic events, signs must conform to the requirements and restrictions for advertising in District schools.
- e. Acceptance of payment for advertising or sponsorship does not confer an endorsement of an advertiser or sponsor by the Board of Selectmen or the Town of Wilton.
- f. The Board of Selectmen, and WARF as its designee, reserve the right, at their discretion and at any time, to reject any advertising copy, whether or not it has previously acknowledged and/or advertised the exact or similar copy.
- g. The Board of Selectmen or WARF as its designee will not accept:
 - Advertising that is false, misleading, deceptive, disrespectful, fraudulent, or libelous.
 - Advertising that contains material or language that is obscene, profane, vulgar, offensive, or reasonably determined to be in poor taste.
 - Advertising that is political, religious, issue-related, controversial in nature, or not appropriate for Town wide consumption.
 - Advertising that promotes or opposes a sitting politician, political candidate, political party or ballot proposition.
 - Advertising that promotes or memorializes an individual person or group.
 - Advertising that promotes illegal goods, services or activities.
 - Advertising that promotes firearms or other weapons.
 - Advertising that promotes gambling, or the sale or use of tobacco, e-cigarettes, vaporizers, pharmaceuticals, marijuana, alcoholic products or other controlled substances.
 - Advertising that promotes the sale or use of products designed for use in connection with sexual activity.
 - Advertising that depicts or glamorizes violent or antisocial behavior, or sexual conduct.
 - Advertising that declares or implies an endorsement by the Board of Selectmen or the Town of Wilton.

Attachment A

Town Athletic Facilities

1. Veteran's Memorial Stadium
2. Fujitani Field and Track
3. Guy Whitten Field
4. Varsity and JV Baseball and Softball Fields
5. Kristine Lilly Field
6. North Field
7. Middlebrook School Football, Soccer, Baseball and Softball fields
8. Middlebrook Tennis Courts
9. Comstock Community Center Soccer and Baseball Fields
10. Comstock Basketball Courts
11. All remaining outdoor athletic fields maintained by the Town of Wilton

Attachment B
Priority Projects 2023-24

1. Update/install LED lighting at Cider Mill, Middlebrook, North Field, Allen's Meadow 5&6, JV Baseball, Softball and adjoining fields
2. Install fencing/netting at Lilly Field, Merwin Meadows, North Side of Whitten (facing softball), Allen's Meadow 5 & 6, Hurlbutt/Ambler Fields along Hurlbutt side of street
3. Movable outfield fencing at Varsity Softball and Baseball Fields to make for regulation sized fields
4. Improve play surfaces and install multisport lines at Lilly Field and Memorial Stadium
5. Improve infrastructure (fences, batting cages, dugouts, backstops, bullpens, drainage) at JV Softball, Middlebrook and other fields as needed
6. Additional Turf Field(s)
7. Update, expand Storage and create storage pavilion(s) at High School complex, Middlebrook and Allen's Meadow 5&6 for multisport and offseason use
8. Improve playing surfaces and infrastructure for playability, durability and safety (leveling/soil infill, sod/seed, weed prevention, irrigation and drainage) at Allen's Meadow, Merwin Meadows, and Middlebrook (including Madaras) and other fields as needed
9. Rework lighting access (software, staffing) for nights and weekends to ensure no disruptions and to provide ability for youth sports to extend lighting needs on a real time basis
10. New scoreboard at Lilly Field and additional fields as needed; mobile scoring box and scoreboard access and controllers for all youth sports
11. AV access for youth sports at Memorial Stadium, Lilly Field and other fields as needed
12. Repair/Update Stadium Lockers (leaks/heat/bench seating)
13. Aluminum Movable Spectator Bleachers – Allen's 1,2 & 5,6
14. Add bathrooms and concessions where [appropriate](#) ~~available~~ throughout athletic complexes

From: Caroline Mandler <cmandler@wiltonlibrary.org>
Sent: Friday, November 17, 2023 11:10 AM
To: Vanderslice, Lynne
Cc: Carol Johnson
Subject: Public-Private Partnership Proposal & 12/19 Meeting

CAREFUL - From outside - CHECK before you CLICK.

Dear Lynne,

On behalf of our Board of Trustees, thank you for inviting us to attend the Board of Selectmen meeting on Tuesday, December 19th.

At this meeting we plan to review the most recent Library financials (as of 11/30/23) and present our proposed changes to the Public-Private Partnership. A summary and our rationale for these changes is below, and we also explain in greater detail on the 19th.

In January 2023, Wilton Library completed a [Strategic Plan for 2023-2026](#). One of the objectives in the plan centered around Governance, and specifically how to "Streamline the Board's work to capitalize on the time and talent of its committed members."

As part of this objective, we researched current best practices around board governance and conducted a peer scan of 10 neighboring libraries and nonprofits to determine factors such as size of the Board, meetings per year, number of committees and types of committees, attendance expectations, and the Board's role in fundraising.

The end result culminated in several key changes for the Library Board as a whole, including:

- 6 vs. 10 full Board meetings
- A range of 20-24 trustees rather than a fixed number of 24
- 5 committees vs. 11
- A more intentionally-structured executive committee - still 7 members - but now composed of the 4 officers and 3 additional committee chairs
- Clearer definition of roles and responsibilities of trustees facilitating the nomination process, onboarding and engagement
- A repositioning of Board responsibilities to focus on fundraising, therefore strengthening our contribution to the private side of the public/private partnership

For the Public-Private Partnership, the following changes are proposed:

- A range of 3-4 Board of Selectmen appointees total vs. 6
- 1 BOS appointee serving on the executive committee vs. 3

- A way to include the Library in the nomination process of BOS appointees, so that we may approve the candidates according to the same process as our other trustees

Thank you for considering our proposal. We look forward to presenting on December 19th, and are happy to provide additional information and answer any questions before that time as well.

Caroline

Caroline Mandler
Executive Director
Wilton Library Association, Inc.
137 Old Ridgefield Road
Wilton, CT 06897
(203) 762-6322
cmandler@wiltonlibrary.org
she/her

PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

THIS AGREEMENT is made this 8th day of October, 2013 by and between the **TOWN OF WILTON** (the "TOWN"), a municipal corporation of the State of Connecticut, having its territorial limits within Fairfield County, and the **WILTON LIBRARY ASSOCIATION, INC.** ("WLA"), a Connecticut non-stock corporation, having its principal office at 137 Old Ridgefield Road, Wilton, Connecticut.

WITNESSETH, THAT:

WHEREAS, the mission of WLA is to provide free, public library service to the Wilton community; and

WHEREAS, the TOWN has customarily provided annual operating funds to support WLA in this endeavor; and

WHEREAS, WLA and the TOWN wish to enter into this Agreement in order to set forth the terms and conditions under which their ongoing relationship will operate to best serve the needs of the Wilton community.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, guidelines, and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

TOWN REPRESENTATION ON THE WLA BOARD OF TRUSTEES

The TOWN may nominate six (6) of the twenty-four (24) members of WLA's Board of Trustees, and WLA shall elect the members nominated by the TOWN to WLA's Board of Trustees. Three (3) of these TOWN-nominated trustees shall serve as members of WLA's Executive Committee and at least one TOWN-nominated trustee shall serve on each of the following standing committees: Human Resources, Finance, Nominating, Long Range Planning, and Technology. TOWN-nominated trustees shall report to the TOWN's Board of Selectmen on a quarterly basis.

ARTICLE II

COMPLIANCE WITH LAWS

Throughout the term of this Agreement, WLA shall comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governments, departments and commissions, which may be applicable to the Library or the operations thereof.

ARTICLE III

DEFAULT

Subject to the provisions hereinafter set forth, each of the following shall be deemed an "Event of Default" by WLA of and a breach under this Agreement:

(1) Failure to perform or commence to perform any material covenant or condition of this Agreement to be performed by WLA for a period of sixty (60) days after receipt of written notice from the TOWN specifying the item or items in default;

(2) WLA shall be judicially declared bankrupt or insolvent according to law, or a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or a substantial part of its property by a court of competent jurisdiction, or if a petition shall be filed for the liquidation or reorganization of WLA under any provisions of the Bankruptcy Code now or hereafter enacted and providing a plan for the debtor to settle, satisfy, or extend the time for payment of debts; or

(3) WLA assigns or transfers its interest hereunder to anyone in violation of the terms of this Agreement.

ARTICLE IV ASSIGNMENT

Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, as the case may be, which consent may be given or withheld in the sole and absolute discretion of such party. For the purposes hereof, (i) the sale or merger of WLA to or with another entity or (ii) the sale of all or substantially all of the assets of WLA to any other entity shall constitute an assignment hereunder.

ARTICLE V CONNECTICUT LAW

This Agreement shall be construed under the laws of the State of Connecticut pertaining to contracts wholly made and to be wholly performed in Connecticut, and any proceedings of any nature or kind brought under this Agreement or to enforce any of the provisions hereof shall be instituted and maintained in a Connecticut state court of competent jurisdiction within and for the County of Fairfield, unless such proceeding is required by law, statute, ordinance, or regulation of the United States or the State of Connecticut or the TOWN of Wilton to be brought in a different forum.

ARTICLE VI INDEMNIFICATION

WLA assumes sole responsibility and liability to any and all persons and authorities related to the Library as herein set out.

WLA shall defend, indemnify and hold harmless the TOWN and its directors, officers, officials, agents, employees and members, from and against all liabilities, claims of liability, obligations, suits, damages, penalties, claims, costs, charges, and expense, including reasonable attorney's fees, and costs of investigations that may be incurred by the TOWN by reason of:

- (1) The operation and management of the Library;
- (2) Any negligence on the part of WLA, any of its agents, contractors, employees, subtenants, licensees or invitees;
- (3) Any accident, injury, or damage to any person or property occurring in, or about the Library, or any part thereof;
- (4) Any failure by WLA to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Agreement.

**ARTICLE VII
DISSOLUTION**

Upon the dissolution of the WLA or the winding up of its affairs, the TOWN may, but is not required to, take possession of the remaining assets of WLA. If the TOWN decides not to accept or is unable to accept said assets, then the assets shall be offered to a charitable, religious, scientific, literary, or educational organization, which qualifies as a charitable organization under the provisions of Section 501 (c) (3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

**ARTICLE VIII
CONSENT**

Except as may be otherwise specifically provided in this Agreement, Consent of the TOWN may be given by the Board of Selectmen of the TOWN, or its successor, and Consent by WLA may be given by its Board of Trustees.

**ARTICLE IX
NOTICES**

Whenever this Agreement requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to TOWN: Office of the First Selectman
 Town of Wilton
 238 Danbury Road
 Wilton, CT 06897

With a copy to: Office of the Town Attorney
 Town of Wilton
 238 Danbury Road
 Wilton, CT 06897

If to WLA: President
 Wilton Library Association
 137 Old Ridgefield Road
 Wilton. CT 06897

With a copy to: Executive Director
 Wilton Library Association
 137 Old Ridgefield Road
 Wilton, CT 06897

All notices, demands, and requests shall be made in writing and deemed effective upon being deposited in the United States Mail, or in the case of personal or electronic delivery, upon delivery.

**ARTICLE X
SUCCESSORS AND ASSIGNS**

The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors and permitted assigns.

**ARTICLE XI
NO ORAL MODIFICATION**

This Agreement shall not be changed orally. Any modifications to this Agreement shall be in writing and signed by the party against who enforcement of any waiver, change, modification or discharge is sought.

**ARTICLE XII
RESOURCE SHARING AND COOPERATIVE PURCHASING**

WLA and the TOWN may, as they have in the past, enter into agreements with respect to the use of their own facilities and equipment by the other, and may also enter into cooperative purchasing agreements , in each case with the Consent of both parties as specified herein. Equipment purchased specifically for use by both the TOWN and WLA (and such other parties as may be included) shall be maintained and replaced in a manner that is deemed fair and reasonable by all parties.

**ARTICLE XIII
FUNDING CONTRIBUTIONS**

On an annual basis, before the Board of Selectmen presents its annual budget request to the Board of Finance, WLA shall present its proposed budget for the next fiscal year to the Board of Selectmen, including the amount of funding WLA is requesting from the TOWN. The TOWN shall continue to fund the annual costs of operating WLA as it has in the past in the approximate amount of seventy-five percent (75%) of WLA's budgeted expenses for the year for so long as the TOWN is able and the need exists as determined in the sole and absolute discretion of the TOWN, and WLA shall continue to engage in fundraising activities as it has in the past to fund a portion of these expenses insofar as it is able.

**ARTICLE XIV
DISPUTE RESOLUTION**

If either party is dissatisfied with the performance of the other under this Agreement, the dissatisfied party shall provide written notice to the other of the reasons the party is not satisfied with the performance of the other, and shall afford the other party a period of at least thirty (30) days to address the dissatisfied party's reasons. If the reasons are not addressed to the satisfaction of the dissatisfied party within thirty (30) days of providing written notice, the dissatisfied party may call for a face-to-face meeting with representatives of the other party. If the other party does not meet with the dissatisfied party or otherwise address the concerns of the dissatisfied party to its satisfaction after

requesting a face-to-face meeting, the dissatisfied party may terminate this Agreement and/or pursue its remedies at law in the event of a breach of this Agreement.

**ARTICLE XV
MISCELLANEOUS**

WLA shall notify the TOWN of any liens or encumbrances placed on WLA's assets, and of any legal actions to foreclose upon these liens or encumbrances.

The waiver by either party, or the failure by either party to take action with respect to, any breach of any term, covenant, condition, provision, restriction, or reservation herein contained shall not be deemed to be a waiver of such term, covenant, condition, provision, restriction or reservation or subsequent breach of same, or of any term, covenant, condition, provision, restriction or reservation herein contained. Either party may grant waivers in the terms of this Agreement, but such must be in writing and signed by the party granting such waiver before being effective.

Whenever in this Agreement a pronoun is used, it shall be construed to represent either the singular or plural, masculine or feminine as the case shall demand.

This Agreement sets forth the entire agreement between the parties herewith respect to ongoing Library operations, is binding upon and inures to the benefit of the parties hereto, and in accordance with the provisions hereof, their respective successors in interest, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

TOWN OF WILTON

By 

William F. Brennan
First Selectman

WILTON LIBRARY ASSOCIATION, INC.

By 

Michael P. Kaelin
President

FINANCE DEPARTMENT



**TOWN HALL
238 Danbury Road
Wilton, CT 06897**

MEMORANDUM

TO: Matt Knickerbocker, Town Administrator

FROM: Dawn Norton, CFO

DATE: November 20, 2023

RE: Carryforward one-year remaining IT Software Approved Capital

Kindly accept this request for consideration from the Board of Selectmen -

Approval to roll forward one more year the Information Technology department's approved Computer Software Department Capital remaining balance that is expiring at the end of FY23 in the amount of \$32,477 to cover the remaining expense for the implementation of the ClearGov Budget software and other required software needs for the IT department.

Thank you,
Dawn Norton

Municipal PD

Instructions:

Complete this worksheet by determining the number of roving patrols, in-town checkpoints, and out-of-town checkpoints for the grant period.

Include separate totals for holiday and non-holiday periods. Use an average rate for the overtime hourly rate.

[Click here to view the Eligible Dates Calendar](#)

Applicant: *Wilton Police Department*
Project *Wilton DUI Grant 2023/2024*
Title:

2024 Billing Periods		
Period	Start	End
1st	October 5, 2023	January 1, 2024
2nd	January 4, 2024	March 30, 2024
3rd	April 4, 2024	July 7, 2024
4th	July 11, 2024	September 7, 2024
Holidays		
Thanksgiving / Christmas / New Year's (TCNY)		11/16 - 11/26 11/30 - 12/2 12/7 - 12/9 12/14 - 1/1/24
Memorial Day (MD)		5/23 - 5/27
July 4th (J4)		7/3 - 7/7
Labor Day (Labor)		8/15 - 9/2

Roving Patrols

Holiday Roving Patrols

Indicate the actual number of Roving Patrols planned.

See dates highlighted in **Green** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 16 hours per day

	Number of Patrol Days	Number of Shifts Per Day	Hours Per Shift	OVT Hourly Rate	Subtotal
TCNY	7	2	8	\$74.66	\$8,361.92
MD	3	2	8	\$74.66	\$3,583.68
J4	4	2	8	\$74.66	\$4,778.24
Labor	4	2	8	\$74.66	\$4,778.24
Total Patrol Days	18				

Holiday Roving Patrol Total: \$21,502.08

Non-Holiday Roving Patrols

See dates highlighted in **Blue** on the Eligible Dates Calendar.

Core Enforcement Hours: 17:00 - 04:00

Maximum allowed: 8 hours per shift / 16 hours per day

ALL ROVING PATROLS MUST BE CONDUCTED ON THE ELIGIBLE DATES SHOWN ON THE ELIGIBLE DATES CALENDAR. ROVING PATROLS CONDUCTED ON OTHER DATES ARE NOT REIMBURSABLE. ANY ROVING PATROL ACTIVITIES NOT CONDUCTED DURING THE PERIOD PLANNED MAY BE CONDUCTED ON ANY OTHER ELIGIBLE DATE NOT TO EXCEED 16 HOURS PER DAY.

	Number of Patrol Days	Number of Shifts Per Day	Hours Per Shift	OVT Hourly Rate	Subtotal
Non-Holiday 1	0	0		\$	\$0.00
Non-Holiday 2	2	1	8	\$74.66	\$1,194.56
Non-Holiday 3	2	1	8	\$74.66	\$1,194.56
Non-Holiday 4	2	1	8	\$74.66	\$1,194.56
Total Patrol Days	6				

Non-Holiday Roving Patrol Total: \$3,583.68

Total Roving Patrol Days:

24

Budget Summary

Total Federal Budget \$25,085.76
Total Match Budget \$0.00

Relevant FAIN numbers will initially be unavailable during the grant submission process.

FAIN Numbers will be automatically assigned here once the grant has been submitted, reviewed and processed by CT HSO.

Federal Award Identifier Number (FAIN):

Cost Category	Amount	Budget Summary Approval (For HSO Staff Only)		
		Approved	Conditions Apply *	N/A
Officers-Salaries	\$25,085.76	Approved	Conditions Apply *	N/A
Officers-Fringe Benefits @ 0.00%	\$0.00	Approved	Conditions Apply *	N/A
Trooper-Salaries	\$0.00	Approved	Conditions Apply *	N/A
Trooper-Fringe Benefits @ 0.00%	\$0.00	Approved	Conditions Apply *	N/A
State Police-Salaries	\$0.00	Approved	Conditions Apply *	N/A
State Police-Fringe Benefits @ 0.00%	\$0.00	Approved	Conditions Apply *	N/A
Indirect Cost	\$0.00	Approved	Conditions Apply *	N/A
Equipment	\$0.00	Approved	Conditions Apply *	N/A
Total Federal Budget	\$25,085.76	<i>* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below.</i>		
Total Grant Amount	\$25,085.76			

Notes

RTC Endorsement of Warren Serenbetz

TOWN OF WILTON
BOARD OF SELECTMEN

BOARD AND COMMISSION
CANDIDATE SUBMISSION BY THE REPUBLICAN PARTY

Please fill out the following for each candidate being endorsed of a Board or Commission appointment. This application plus additional materials should be emailed to Jackie Rochester in the First Selectman's Office. Please note each candidate must also complete a Candidate Application.

Board or Commission: Ethics Commission

Candidate: Warren Serenbetz

Number of applicants interviewed for this position: One

Reasons for recommending this candidate:

Warren was vetted and unanimously endorsed by the RTC on November 14th, 2023 for a position on the Ethics Commission. Recommending Warren for this position is one of the easiest recommendations this committee has ever made. He has a reputation above reproach and is a man of great integrity. Warren has served this town admirably and has a good understanding of how Wilton, and its towns and commissions, operate. His 10 years on the Board of Finance (eight as chairman), plus his time on the Board of Assessment Appeals and Wilton Retirement Plan Investment Committee give credence to this. Additionally, in his business career he has dealt with legal issues such as intellectual property issues and various contracts. We are excited and honored to recommend Warren to the Board of Selectmen for this position.

TOWN OF WILTON
BOARD OF SELECTMEN

BOARDS AND COMMISSIONS
CANDIDATE APPLICATION

All candidates who wish to be considered for appointment to a non elected Board or Commission or appointed to a vacancy on an elected Board filled by the BOS must complete this application. Where appropriate, candidates may choose to reference an attached resume, containing the required information.

Board or Commission: Council on Ethics
Candidate: Warren L. Serenbetz, Jr.
Contact information: warren.serenbetz@wiltonct.org
Political Affiliation: Republican

Addresses for the last 10 years:

165 Signal Hill Rd, Wilton, CT 06897

Employment history for the last 10 or more years:

Radcliff Group Inc.

Post high school degrees and certifications:

MBA - Finance

Wilton town or community volunteer positions for the last 10 or more years:

Board of Finance, Board of Assessment Appeals, Constable, Town Of Wilton Pension Plan Investment Committee, Treasurer, Elder Hope Church

Volunteer positions outside of Wilton for the last 10 or more years:

Please attach a statement including, at a minimum why you are seeking the appointment and your qualifications for the appointment.

Please submit this application and, if applicable, your petition to the First Selectman's office. Once all applications are received, interviews will be scheduled.

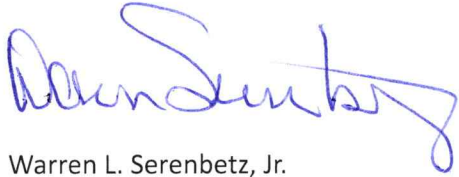
Candidate Statement
For Position on Council on Ethics

My name is Warren Serenbetz and I am submitting my name for consideration on the Council on Ethics. I believe that my experience on many other Boards and committees in Wilton provides me with a deep understanding of how Wilton works. Those boards and committees include; Board of Finance where I served for 10 years, 8 as Chairman; Board of Assessment Appeals also serving as Chariman and the Wilton Retirement Plan Investment Committee.

In my previous employment with an offshoot of American Can Company I served as Vice President, Marketing. In that position I dealt with supply contracts and Intellectual Property law so I also have some experience dealing in the field of law.

In short, I believe I can bring a unique perspective to the Council on Ethics while continuing to serve the community I love.

Respectfully submitted,



Warren L. Serenbetz, Jr.

PROFESSIONAL EXPERIENCE

RADCLIFF GROUP, INC.

2004 - Present

President & CEO

Strategic planning and operational management responsibility for a \$150 million investment / venture capital portfolio. Investment and management support has been provided to businesses in transportation and shipping, medical mobility devices, restaurants & real estate, banking and the internet.

PECHINEY PLASTIC PACKAGING, INC.

1992 – 2002

Vice President - Marketing

Led strategic planning, market plan development and execution, intellectual property management and e-business integration for the Americas operations of a \$750MM multinational consumer goods packaging business with facilities in North America, Europe, Latin America and Asia. Major accomplishments include:

- *Revenue stabilization and controlled growth attainment.* Extensive experience negotiating long term, multi-year contractual relationships with multinational companies. This provided a solid base for business unit income growth that exceeded 5% per year.
- *New business development in stagnant markets.* Identified the need for new products and brought those products to market generating over \$10MM of profitable sales.
- *Customer relationship management.* Worked with \$30MM customer developing the first strategic partnership for the business, expanding business into Latin America and Asia resulting in \$7MM of new revenue. Expanded concept to other major customers and suppliers.
- *Portfolio management.* First to use financial tools to quantify account profitability and develop plans to maximize it. Improved product line return by 3 points over two years.
- *Marketing innovation.* Improved market responsiveness by developing the strategy and external communications program to lead an industry shift from a product to market based approach to customers.
- *Modernization of marketing channels.* Implemented e-commerce improvements such as interactive websites, online CRM, sample order entry and online knowledge management and product development tools. Online CRM and sample order entry system disseminated as model for other corporate business units.
- *Cost control and supply chain management.* Implemented improvements that generated savings in excess of \$2.5MM/year from changes to suppliers, materials and terms of sale.

AMERICAN NATIONAL CAN COMPANY, Greenwich, CT

1986 – 1992

Managing Director, Marketing

- Developed a new market by identifying and facilitating acquisition or development of products, systems and equipment required to convert customers to new packaging resulting in market share growth from 2% to 48% over tenure with business.
- Implemented project management system to reduce project delays. Reduced average time to market from 24 months to less than one year for several key projects.
- Pre-empted possible sales loss by identifying new technologies and negotiating development agreements to evaluate the benefits of market introduction by the company.
- Evaluated competitive acquisition opportunities that would add value to the business. Recommended one company for acquisition and made offer to buy.
- Assured a common corporate vision for multinational customers by developing relationships with European counterparts and coordinating marketing and product development between U.S. and French business units.

PREVIOUS EXPERIENCE

Previous experience includes progressively more responsible assignments in marketing, finance, capital investment evaluation and engineering at:

AMERICAN CAN COMPANY, Greenwich, CT – Market Manager; Manager Operations Analysis.

PEPSICO, Purchase, NY – Capital Analyst.

EASTMAN KODAK, Rochester, NY – Industrial Engineer.

EDUCATION

MBA – Finance, **Wharton School** - University of Pennsylvania - 1978

BS – Industrial Engineering, **Lehigh University** - 1974

PROFESSIONAL DEVELOPMENT

- MIT/Sloan School – Marketing
- Short Cycle Manufacturing (Heard)
- Crosby Quality College
- Internal Pechiney management training with INSEAD, IMD, Krauthammer
- MRPII (Oliver Wight)

BUSINESS & COMMUNITY ACTIVITIES

- Member Wilton Board of Finance 2006 – 2017; Chairman for 6 years
- Member Wilton Republican Town Committee 2004 - Present
- Past President, Tube Council North America. Received Lifetime Achievement Award – 2003
- Elder Board Chairman – Hope Church, Wilton, CT 2011 – 2016
- Constable, Town of Wilton 2017 - Present