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Passcode: 944176

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TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, October 24, 2023
Town Council Chambers (in person)
Remote Meeting
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. PRESENTATION OF PROCLAMATION

Ava Cleland – Ava's Lemonade Stand
Casey Foster – Town Council
Donna Risolo – Town Council

E. AUDIENCE OF CITIZENS

F. MAYOR'S UPDATE

G. MEETING AGENDA – Immediately Following the Mayor's Update

H. CONSENT AGENDA:

1. Topic re: Accept monetary donations totaling \$4,650.93 and deposit \$62.28 into the friends of the library credit card account for refreshments for an adult program and an amazon gift card to be used as a summer reading prize and deposit \$88.65 into the friends of the library miscellaneous account to be used to purchase child/teen program supplies and deposit \$4,500.00 into the Vance Foundation donation fund for large print books and downloadable content and accept the donation of books with an approximate value of \$88.94 to be added to the appropriate department collection. – Berlin-Peck Memorial Library
2. Topic re: Approve waiving the Police Traffic Control fees for the Annual Christmas Tree Lighting in the approximate amount of \$1,745.00. – Police Department
3. Topic re: Approve waiving the fees associated with hiring two Public Ground employees to cover the clean-up after the Tree Lighting, in an approximate amount of \$600.00. – Fire Administration

4. Topic re: Transfer \$24,250.00, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover higher than budgeted expenditures in identified accounts. - Finance
5. Topic re: Accept donations totaling \$1,385.00 to the Berlin Senior Center Agency Fund. – Senior Center
6. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$ 315.00 for Animal Care and supplies valued at \$ 485.00. – Animal Control
7. Topic re: Appropriate \$1,865.00 to the Sale of Land, Labor, & Materials Revenue Account and the Contractual Services & Projects Account in the Capital Nonrecurring Fund. – Facilities
8. Topic re: Appropriate \$2,303.91 to the Sale of Land, Labor, & Materials Revenue Account and the Contractual Services & Projects Account in the Capital Nonrecurring Fund. – Facilities

I. NEW BUSINESS:

1. Topic re: Approve waiving the Police Traffic Control fees for the Hungerford Nature Center 2023 Pumpkin Palooza in the approximate amount of \$1,200.00. – Police Department
2. Topic re: Authorize the award of the snow plowing of Town streets Contract No. 2024-04 to Staxx Construction Services, LLC, of Berlin for the bid amount of \$200.00 per hour, per primary vehicle, and \$250.00 per hour for a spare plow truck. – Public Works
3. Topic re: Authorize the award of the snow plowing of Town Cul-de-Sacs and Misc. Areas Contract No. 2024-03 to Staxx Construction Services, LLC of Berlin for the bid amount of \$155.00 per hour per truck, and \$165.00 per hour for each spare truck provided in addition to the two (2) primary plow trucks. – Public Works
4. Topic re: Approve the transfer of \$2,102.60 from the Passenger Cars account in the Capital Non-Recurring Fund, \$21,687.60 from the Highway Trucks account in the Vehicle Purchase Fund and \$10,000.00 from the Senior Trips account in the Senior Center Activities Fund to the Senior Center Van account in the Capital Non-Recurring Fund and approve the purchase of one bus from Tasca Ford, for an amount not to exceed \$122,791. – Municipal Garage/Senior Center
5. Topic re: Set a Public Hearing on December 12, 2023 at 7:00 p.m. to approve a lease a new 5-year lease with Clear Arch Health for 10 telemonitoring units totaling \$6,396.00 for the remainder of this fiscal year (FY24) and \$6,594.00 annually for the remainder of the lease agreement. - VNA
6. Topic re: Approve spending up to \$50,000 with New Era Technology under state contract OGS # PM 20790 and to approve a bid waiver for spending up to \$105,000 with Frontier Communications for the fiscal year 2024 to allow for the implementation of the redundant SIP service and maintenance contract, since this is in the best interest of the town. – Information Technology
7. Topic re: Authorize the Town Manager to enter into a contract with Mr. Asani for services as the main Food and Beverage provider for Timberlin Golf Course for the period beginning January 1, 2024 through December 31, 2026, with a Town option to extend the contract for two more years. – Golf Course

8. Topic re: Approve and authorize the Town Manager to enter into a contract with the White Collar, CALU Local #2 union from July 1, 2023 through June 30, 2026. – Human Resources
9. Topic re: Approve non-budgeted appropriation of \$75,000 from fiscal year 2024 General Fund Unassigned Fund Balance into Recap Tennis & Basketball Court pending Board of Finance approval and waive the town's bidding procedures, as this is in the best interest of the town and approve the resurfacing of Berlin High School basketball & tennis courts for an amount not to exceed \$75,000 with Classic Turf Company LLC pending approval of the FY24 non-budgeted appropriation by the Board of Finance. – Public Grounds
10. Topic re: That the Town Council authorized the Berlin Board of Education to apply to the State of Connecticut Commissioner of Administrative Services to accept or reject a grant for the HVAC IAQ Grant at the Mary E. Griswold Elementary School and that Public Building Commission is hereby established as the building committee about the HVAC IAQ Grant at Grant at the Mary E. Griswold Elementary School and that the Town Council authorized the preparation of schematic drawings and outline specification for the HVAC IAQ Grant at the Mary E. Griswold Elementary School. – Board of Education
11. Topic re: That the Town Council authorize the Berlin Board of Education to apply to the State of Connecticut, Commissioner of Administrative Services to accept or reject a grant for the HVAC IAQ Grant at the Richard D. Hubbard Elementary School and that Public Building Commission is hereby established as the building committee regarding the HVAC IAQ Grant at Grant at the Richard D. Hubbard Elementary School and that the Town Council authorize the preparation of schematic drawings and outline specifications for the HVAC IAQ Grant at the Richard D. Hubbard Elementary School. – Board of Education
12. Topic re: Appoint the following members to serve on the Plan of Conservation and Development Implementation Committee; Joan Veley - R, Economic Development Commission- Ed Egazarian - D, Conservation Commission Guy Hoffman - R, Parks and Recreation Commission- Lucas Van Zandt - R, Water Control Commission- Bruce LaRoche - D, Inland Wetlands and Watercourses Commission- Peter Nieman - D, , Zoning Board of Appeals- Lenny Tubbs - U, Historic District Commission John Diakun – R, and Town Council – Sandra Coppola - R. – Economic Development
13. Topic re: Amend the Town of Berlin Affordable Housing Plan (AHP) per the recommendations in the report by FHI Studio attached hereto and to be attached to the minutes. – Economic Development
14. Topic re: Authorize the Town Manager to enter an amendment to the contract with FHI Studio in an amount not to exceed \$8,500 to be paid from the Plan of Devel. Update account, to assist with preparation of zoning ordinance amendments recommended in the Town's Affordable Housing Plan and Plan of Conservation and Development, subject to review and approval of Corporation Counsel. – Economic Development
15. Topic re: Authorize the Town Manager to the deed the previously abandoned portion of Wigwam Road as described by Map 1915 filed in the Town of Berlin Land Records and prepared by the Town of Berlin Engineering Department that extends from the north end of Sanctuary Lane to Ragged Mountain Preserve to the City of New Britain Water Department and to reaffirm the previous

approval to the relocate of the Public Access And Emergency & Municipal Vehicle Access in a manner as depicted in the map titled “Relocation of Easement for Public Access And Emergency & Municipal Vehicle Access Along Former Wigwam Road” dated June 2023, scale 1”=300’, prepared by New England GeoSystems, subject to review and approval of Corporation Counsel. – Economic Development

16. Topic re: Appropriate a \$500,000 Small Town Economic Assistance Grant (STEAP) for the Steele Boulevard Park project and appropriate a Connecticut Communities Challenge Grant of \$1,560,947 for the Kensington Village Core TOD Improvement Project subject to Newport Realty 848 Farmington Ave LLC securing project financing and approvals, and to refer this matter to the Board of Finance. – Economic Development
17. Topic re: Authorize the Town Manager to enter into an amendment to the license agreement between the Town and Newport Realty Group, LLC to extend the license to a new termination date of December 31, 2024, subject to review and approval of Corporation Counsel. – Economic Development
18. Topic re: Authorize the Town Manager to enter into easements with Newport Realty Group, the Kensington Fire Department, and the Berlin Land Trust to allow trail improvements to be constructed and to provide public access to trails at the rear of 848 Farmington Avenue as shown on the map titled “Concept Walking and Foot Path System for Berlin Town Center, Concept Layout”, subject to review and approval of said easements by Corporation Counsel. – Economic Development
19. Topic re: Authorize the Town Manager to execute subordination agreements to the State of Connecticut and related to additional financing from Thomaston Savings Bank, with respect to the Town’s mortgage from Newport 848 Farmington Ave, LLC related to a façade program grant that is recorded at Volume 773, page 226 of the Berlin Land Records, subject to the review and approval of Corporation Counsel. – Economic Development
20. Topic re: Discussion on the Revenue Collector’s Cash Acceptance Policy – Town Manager
21. Topic re: Appoint Councilor Sandra Coppola to the Pension Committee of the Town of Berlin Police Pension Plan. – Town Manager

J. TOWN MANAGER’S REPORT:

K. SPECIAL COMMITTEE REPORTS:

L. COUNCILORS’ COMMUNICATION:

M. ACCEPTANCE OF MINUTES: October 3, 2023

N. ADJOURNMENT



TOWN OF BERLIN

Town Council

PROCLAMATION

BE IT HEREBY KNOWN TO ALL THAT:

The Town of Berlin hereby recognizes

AVA CLELAND

For her charitable work with Ava's Lemonade Stand.

Ava is an amazing young lady who was diagnosed with Cerebral Palsy very early in life. Her family was told there was a good possibility that she would never walk or talk. Ava has always been a fighter and she began to walk around age 3 and talk at the age of 6. Her success was due to her own perseverance and the fact she was surrounded and supported by her family and a wonderful team of doctors and therapists at Connecticut Children's Hospital.

Ava started Ava's Lemonade Stand the week of the Berlin Fair in 2021. She raised \$1000 and decided to make the stand an annual event. Sadly, Ava lost her father to ALS just before the Berlin Fair this year. Ava knew her father would want her to go ahead with the lemonade stand so she could continue to help others and she did just that. Over the last 3 years, she has raised over \$6000 and has donated it all to Connecticut Children's Hospital.

In recognition of her thoughtful dedication and charitable donations to those in need, the Town Council extends our thanks and gratitude to AVA CLELAND.

Dated this 24th day of October 2023 at Berlin, Connecticut.

Mark H. Kaczynski, Mayor



TOWN OF BERLIN

Town Council

PROCLAMATION

BE IT HEREBY KNOWN TO ALL THAT:

The Town of Berlin hereby recognizes

Casey Foster

Casey has served with distinction on the Berlin Town Council from November 2022 until present.

While on the Council, Casey served on the Rules and Procedures Committee, the Playing Fields Committee, the Fire Committee, and the Manager's Evaluation Committee.

In recognition of her service to the Town of Berlin and the many contributions she made to improve the quality of life in our community, the Town Council hereby salutes **Casey Foster** and extends best wishes to her for many years of health and happiness in her future endeavors.

Dated this 24th day of October 2023.

Mark H. Kaczynski, Mayor



TOWN OF BERLIN
Town Council

PROCLAMATION

BE IT HEREBY KNOWN TO ALL THAT:

The Town of Berlin hereby recognizes

Donna Risolo

Donna has served with distinction on the Berlin Town Council from January 2023 until present.

While on the Council, Donna served on the Audit Committee, the Community Conversations Committee, the Manager's Evaluation Committee, and the Ordinance Committee.

In recognition of her service to the Town of Berlin and the many contributions she made to improve the quality of life in our community, the Town Council hereby salutes **Donna Risolo** and extends best wishes to her for many years of health and happiness in her future endeavors.

Dated this 24th day of October 2023.

Mark H. Kaczynski, Mayor

Consent

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: October 13, 2023

SUBJECT: Accept Library Donations

Summary of Agenda Item:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	62.28	FOL Credit Card Acct.	adult program refreshments & summer reading prize	Friends of the Library
	88.65	FOL Misc. Acct.	child/teen program supplies	Friends of the Library
	4,500.00	Vance Foundation Donation Account	for large print books & downloadable content	Vance Foundation
	4,650.93			
Equip/Merch	88.94	Books	add to appropriate department collection	Various patrons
	88.94			

Funding:

No funding needed

Action Needed:

Move to accept monetary donations totaling \$4,650.93 and deposit \$62.28 into the friends of the library credit card account for refreshments for an adult program and an amazon gift card to be used as a summer reading prize and deposit \$88.65 into the friends of the library miscellaneous account to be used to purchase child/teen program supplies and deposit \$4,500.00 into the Vance Foundation donation fund for large print books and downloadable content.

Move to accept the donation of books with an approximate value of \$88.94 to be added to the appropriate department collection.

Attachments:

None

Prepared By:

Carrie Tyszka, Head of Adult Services

CT

Consent

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: October 13, 2023

SUBJECT: 2023 Annual Tree Lighting

Summary of Agenda Item:

The Berlin Fire Departments are requesting a waiver of Police fees for the 2023 Annual Tree Lighting event. This event provides a no cost annual event for the residents and families of Berlin. The event will take place on November 25, 2023.

Funding:

Officers assigned to this event would be paid from the extra duty account #001.15.1532.0.51440.00000.

Action Needed:

Move to approve waiving the Police Traffic Control fees for the Annual Christmas Tree Lighting in the approximate amount of \$1,745.00.

Attachments:

Request for Fee Waiver, Town of Berlin Fire Department, preparer Chief Thomas Farr II EBFD.

Prepared By:

Lt. Michael Jobes, Berlin PD





TOWN OF BERLIN
Request for Fee Waiver

Requesting Organization: <u>Town of Berlin Fire Dept</u>	Date: <u>10/9/2023</u>
Contact Name: <u>Thomas Farr II - Chief EBFD</u>	
Phone Number: <u>(860) 883-3717</u>	
Event: <u>Annual Christmas Tree Lighting</u>	Date of Event: <u>11/25/2023</u>
Location of the Event: <u>Main St, Kensington</u>	
What fee do you want waived: <u>Police Extra Duty</u>	<u>Approx \$1745</u>
Identify the hardship incurred:	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: <u>Volunteer Fire Department provide a no cost annual event for the residents and Families of Berlin</u>	

Town Manager review:

Does it meet the standards set forth in the "Policy on Fees and Charges?"

Yes

☒

No

☐

If so, which criteria:

- ☒ Raises funds to supplement Town budgeted services.
- ☒ Raises funds for programs normally funded by the Town.
- ☐ Raises funds for Non-Profit groups, which have contributed substantially to the community.
- ☐ Nationally or State affiliated program which provide programs for local youth.
- ☐ Raises funds for scholarships of Berlin students.
- ☐ Raises funds for elderly citizens.

TOWN OF BERLIN
Request for Fee Waiver

Name of Non-Profit or Political Organization: Town of Berlin Fire Department

Comments:


Signature

10/9/2023
Date


Town Manager Signature

10/13/23
Date

Organizations requesting a waiver of fees **must** complete the Request for Fee Waiver **prior** to the event. The request should be filled out in accordance with Section J, Policy on Fees & Charges, restated below.

1. Fee Waiver Policy

1. Fee waivers will be granted on an ad-hoc basis giving due consideration to the financial needs of the Town and the fiscal impact of the waiver upon the Town.
2. Preference for fee waivers will be given to those private, non-profit organizations that serve Berlin that are proposing events which will raise funds that are intended to supplement Town funds for budgeted items or programs, raise funds for programs that would normally be funded by the Town, raise funds for programs by non-profit groups that have contributed substantially to the community, raise funds for programs for local senior or youth groups with a state or national affiliation or raise funds for scholarships for Berlin students.
3. The Town of Berlin will grant fee waivers sparingly with due consideration given to the costs and benefits derived from the fee waiver.
4. Golf Course charity fees will be set at the 18 hole resident rate.
5. The Town Council will consider waiving fees only when the Town Manager receives in writing a request stating that an undue hardship exists and the overall benefit the community will receive as a result of the program. Such waivers must be submitted at least one month in advance of the event for which the waiver is sought.
6. Any and all fee waivers are at the sole discretion of the Town Council.

Consent
3
Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: October 16, 2023

SUBJECT: Waive the fees associated with hiring three police officers and two cruisers, to cover the Town of Berlin Fire Department Tree Lighting, as well as two Parks Department employees for clean-up.

Summary of Agenda Item:

The Town of Berlin Fire Department has been hosting the Annual Tree Lighting for the past 8 years. Each year the event gets bigger and bigger, hopefully this year will be no exception to that.

We are requesting the Town Council to waive the cost of hiring two Public Grounds employees. This expense to the town if waived is \$600.00.

The Fire Department makes no money off of this event as all proceeds are donated to local veterans and to the Town Food bank.

Funding:

Parks employees will be paid out of Parks department Blue Collar account.

Action Needed:

Move to approve waiving the fees associated with hiring two Public Ground employees to cover the clean-up after the Tree Lighting, in an approximate amount of \$600.00.

Attachments:

Fee Waiver Form

Prepared By:

James C. Simons, Fire Chief, Town of Berlin



TOWN OF BERLIN Request for Fee Waiver

Requesting Organization: Town of Berlin Fire Departments	Date: 10/17/2023
Contact Name: Jim Simons	
Phone Number: (860) 828-7078	
Event: Annual Tree Lighting	Date of Event: 11/25/2023
Location of the Event: Main Street	
What fee do you want waived: Public Grounds for cleanup \$600	
Identify the hardship incurred: The Town of Berlin Fire Department is a non-profit organization. All proceeds are donated to the Berlin Veterans.	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: Provides rescue and services to the Town of Berlin	

Town Manager review:

Does it meet the standards set forth in the "Policy on Fees and Charges?"

Yes

☒

No

☐

If so, which criteria:

☒

Raises funds to supplement Town budgeted services.

☐

Raises funds for programs normally funded by the Town.

☐

Raises funds for Non-Profit groups, which have contributed substantially to the community.

☐

Nationally or State affiliated program which provide programs for local youth.

☐

Raises funds for scholarships of Berlin students.

☐

Raises funds for elderly citizens.

TOWN OF BERLIN Request for Fee Waiver

Name of Non-Profit or Political Organization: Town of Berlin Fire Department

Comments:


Signature

10-17-23
Date


Town Manager Signature

10/17/23
Date

Organizations requesting a waiver of fees **must** complete the Request for Fee Waiver **prior** to the event. The request should be filled out in accordance with Section J, Policy on Fees & Charges, restated below.

1. Fee Waiver Policy

1. Fee waivers will be granted on an ad-hoc basis giving due consideration to the financial needs of the Town and the fiscal impact of the waiver upon the Town.
2. Preference for fee waivers will be given to those private, non-profit organizations that serve Berlin that are proposing events which will raise funds that are intended to supplement Town funds for budgeted items or programs, raise funds for programs that would normally be funded by the Town, raise funds for programs by non-profit groups that have contributed substantially to the community, raise funds for programs for local senior or youth groups with a state or national affiliation or raise funds for scholarships for Berlin students.
3. The Town of Berlin will grant fee waivers sparingly with due consideration given to the costs and benefits derived from the fee waiver.
4. Golf Course charity fees will be set at the 18 hole resident rate.
5. The Town Council will consider waiving fees only when the Town Manager receives in writing a request stating that an undue hardship exists and the overall benefit the community will receive as a result of the program. Such waivers must be submitted at least one month in advance of the event for which the waiver is sought.
6. Any and all fee waivers are at the sole discretion of the Town Council.

Consent

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: October 6, 2023

SUBJECT: Budget Transfers

Summary of Agenda Item:

Over the course of the fiscal year some accounts exceed budget for different reasons. All higher than budgeted costs are offset in other parts of the budget or contingency. No new money is being appropriated with this request. These items are summarized on the Budget Adjustments spreadsheet submitted with this action item.

Action Needed:

Move to transfer \$24,250.00, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover higher than budgeted expenditures in identified accounts.

Attachments:

Budget Adjustments spreadsheet
Budget Change forms

Prepared By:

Kevin Delaney, Finance Director

Budget Adjustments
October 24, 2023

<u>Department</u>	<u>GL Account #</u>	<u>From</u>	<u>To</u>	<u>Explanation</u>
Police	001.15.1532.0.52200.00000		\$24,250.00	The Police Pension budget line was budgeted with the assumption that the new DB plan would be in place by July 1st. The DC plan remained in place for all officers until August 31st to provide a 60-day conversion decision window. This transfer moves funds from the Pension/Actuarial (DB plan) budget line to the Pension (DC plan) line for the four pay periods in July/August & for the rest of FY24 cost for two Police Officers who elected to remain in the DC plan.
	001.15.1532.0.52202.00000	\$24,250.00		
		GENERAL FUND TOTAL	<u>\$24,250.00</u> <u>\$24,250.00</u>	
		WATER CONTROL TOTAL	<u>\$0.00</u> <u>\$0.00</u>	
		CAPITAL PROJECTS TOTAL	<u>\$0.00</u> <u>\$0.00</u>	
		GRAND TOTAL	<u>\$24,250.00</u> <u>\$24,250.00</u>	



TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department:	Police	Fiscal Year:	FY2024	Date:	9/28/23
To Acct #:	Description:	Amount:	Requested by:		
001.15.1532.0.52200.00000	Pension	\$24,250.00	D. Gallupe		
Are there funds from another account which can be requested: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/> Don't Know <input type="checkbox"/>					
From Acct #:	Description:	Amount:	Approved by:		
001.15.1532.0.52202.00000	Pension/Actuarial Funding	\$24,250.00	KD		

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

The Police Pension budget line was budgeted with the assumption that the new DB plan would be in place by July 1st. The DC plan remained in place for all officers until August 31st to provide a 60-day conversion decision window. This transfer moves funds from the Pension/Actuarial (DB plan) budget line to the Pension (DC plan) line for the four pay periods in July/August & for the rest of FY24 cost for two Police Officers who elected to remain in the DC plan.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **9/28/23**
Comments:

Section 3a: Town Council action:

Request approved ☐ Disapproved ☐ Partially Approved ☐ Referred to Town Mtg. ☐ N/A ☐
Comments:

Section 3b: Board of Finance action:

Request approved ☐ Disapproved ☐ Partially Approved ☐ Referred to Town Mtg. ☐ N/A ☐
Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: October 16, 2023
SUBJECT: Donations to the Berlin Senior Center Agency Fund/Berlin Senior Center

SUMMARY:

Accept donations to the Berlin Senior Center Agency Fund

<u>Period</u>	<u>Amount</u>	<u>Purpose</u>	<u>Donor*</u>
4/18/23-6/29/23	\$75.00		Paul Dobrowolski
	\$40.00		James McNeil
	\$60.00	Sponsorship of August Coffee Hour	Xsalonce Hair Lounge LLC
	\$60.00	Sponsorship of Sept Coffee Hour	Kathleen O Donnell Moss
	\$10.00		Eileen Joseph
	\$230.00	Sponsorship caricature artist Sr. Ctr. Celebration	Clifford Roger Moss
	\$860.00	Sponsorship of Shred It Event	Anonymous
	\$50.00	In Memory of Lois Ustanowski	Marilyn Vanty

TOTAL **\$1,385.00**

*Unless a name is mentioned, donors have requested anonymity.

FUNDING:

No Funding Needed

Action Needed:

Move to accept donations totaling \$1,385.00 to the Berlin Senior Center Agency Fund.

Attachments:

None

Prepared by:

Christine Doyle, Berlin Senior Center Director

doyle

Consent

Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Aroscha Jayawickrema, Town Manager

DATE: October 18, 2023

SUBJECT: Donation to Berlin Animal Control

SUMMARY:

Accept donations to Berlin Animal Control Donation Account # 001.00.0000.0.20010.00000

Period	Amount	Purpose	Donor*
Sept 8, 2023 to Oct 12, 2023	\$ 285.00 (value)	Animal Food	Susan Kwasniewski Berlin
	\$ 200.00 (value)	Animal Food	Andra & George Millerd Berlin
	\$ 50.00 (ck# 61583838)	Animal Care	Thomas Ottman Berlin
	\$ 100.00 (ck # 132)	Animal Care	Berlin Sr. Crafters Berlin
	\$ 165.00 (ck# 8172)	Animal Care	Karen Caplik Berlin

* Unless a name is mentioned, donors requested anonymity

FUNDING:

ACTION NEEDED:

Move to accept donations to the Berlin Animal Control Donation Account for \$ 315.00 for Animal Care and supplies valued at \$ 485.00.

ATTACHMENTS:

Thank you notes

PREPARED BY:

Janice Lund, Animal Control Officer

JL



TOWN OF BERLIN
Animal Control Department
600 Christian Lane • Berlin, CT 06037
(860) 828-7055

September 13, 2023

Susan Kwasniewski
1111 Kensington Rd.
Berlin, CT 06037

Dear Susan,

Thank you so very much for the extremely generous donation pet food for the shelter. We received two 6 lb bags of dog Proplan, two 7 lb bags of dry Purina One kitten, two cases of fancy feast can kitten, two cases of friskees can shreds and two cases of can Pedigree dog food. We really appreciate your kindness and overwhelming generosity. It is so nice of you to help us in our efforts to care for the homeless and abandoned animals in our care.
Thanks again.

Sincerely,

Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services



TOWN OF BERLIN
Animal Control Department
600 Christian Lane • Berlin, CT 06037
(860) 828-7055

September 12, 2023

Susan Kwasniewski
1111 Kensington Rd.
Berlin, CT 06037

Dear Susan,

Thank you so very much for the very generous donation of four- 52 lb bags litter, 48 lbs Purina dry dog and 25 lbs Dry cat food for the shelter animals. We really appreciate your kindness.

It is so nice of you to help us in our efforts to care for the homeless and abandoned animals in our care.

Thanks again.

Sincerely,

Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services



TOWN OF BERLIN
Animal Control Department
600 Christian Lane • Berlin, CT 06037
(860) 828-7055

September 13, 2023

Andra & George Millerd
1231 Orchard Rd
Berlin, CT 06037

Dear Andra & George,

Thank you so much for the donation of a case of can Pedigree dog food for the shelter. We really appreciate your kindness and generosity. We also just received two large bags of Pedigree dog, large bag Friskees dry cat, small bites Science diet dog, a case of can adult cat food & a case of can kitten fancy feast. Your generosity is amazing. We are so grateful !! It is so nice of you to help us in our efforts to care for the homeless and abandoned animals in our town shelter.
Thanks again.

Sincerely,

Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services



TOWN OF BERLIN
Animal Control Department
600 Christian Lane • Berlin, CT 06037
(860) 828-7055

October 2, 2023

Thomas Ottman II
53 Westview Ter.
Berlin, CT 06037

Dear Thomas,

Thank you so very much for the continued support to our shelter and your donation of \$50.
We really appreciate your kindness and overwhelming generosity.
It is so nice of you to help us in our efforts to care for the homeless and abandoned animals in
our care.
Thanks again.

Sincerely,

Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services



TOWN OF BERLIN
Animal Control Department
600 Christian Lane • Berlin, CT 06037
(860) 828-7055

October 2, 2023

Sandra Bouffard
2 Stonebridge Way
Berlin, CT 06037

Dear Sandra,

Thank you so very much for the very generous donation of \$100. We really appreciate your kindness and overwhelming generosity.

It is so nice of you to help us in our efforts to care for the homeless and abandoned animals in our care.

Thanks again.

Sincerely,

Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services



TOWN OF BERLIN
Animal Control Department
600 Christian Lane • Berlin, CT 06037
(860) 828-7055

October 2, 2023

Karen Caplik
23 Old Wood Rd.
Berlin, CT 06037

Dear Karen & James,

Thank you so very much for the very generous donation of \$165. We really appreciate your kindness and overwhelming generosity. We are so very grateful you adopted "Latte". We know she will be so happy in her new life with you. It is so nice of you to help us in our efforts to care for the homeless and abandoned animals in our care.
Thanks again.

Sincerely,

Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 28, 2023

SUBJECT: Appropriation of funds from Land, Labor & Materials to Public Buildings Contractual Services & Projects.

Summary of Agenda Item:

In Fiscal Year 23/24 the Town of Berlin sold old used cell phones to electronics recycling company, Pace Butler Corporation. The proceeds for these cell phones are \$1,865.00.00 and has been deposited to account 500.00.0000.8.45301.00000, Sale of Land, Labor & Materials in the Capital Projects Fund. We are requesting an appropriation of these proceeds to the Sale of Land, Labor and Materials Revenue Account 500.00.0000.8.45301.00000 and to the Contractual Services and Projects Account 500.20.2038.0.54000.00302.

Action Needed:

Move to appropriate \$1,865.00 to the Sale of Land, Labor, & Materials Revenue Account and the Contractual Services & Projects Account in the Capital Nonrecurring Fund.

Attachments:

Pace Butler Payment Details-Purchase Orders

Prepared By:

Douglas Solek, Director of Facilities

Purchase Order

5915 NW 23rd St
Oklahoma City, OK 73127

Attn:

Town of Berlin
Sandy Niro
11 Town Farm Lane
Berlin, CT 06037

(405) 755-3131
(405) 755-1114 Fax
www.pacebutler.com

P.O. Number: 1089757

Order Date: 8/31/2023

Vendor Number: 20-0190568

This is your payment detail for the used cell phones sent to PaceButler Corporation. Comments next to an item indicate the reason the phone was defective. Defective phones will be recycled. Prices are as of the date the phones were received. **Thank you!**

<u>QTY</u>	<u>DESCRIPTION</u>		<u>PER UNIT</u>	<u>AMOUNT</u>
1	IP 12 64VERZ	Fully functional device	200.00	200.00
1	E4610	Fully functional device	10.00	10.00
1	E4810	Fully functional device	30.00	30.00
1	DEFECTIVE	E4810: Housing-Missing	0.00	0.00
5	SMG715U	Fully functional device	10.00	50.00
1	DEFECTIVE	SMG715U: Housing-Scratched	0.00	0.00
3	DEFECTIVE	SMG715U: LCD-Screen Burn	0.00	0.00
12	SMG781U	Fully functional device	50.00	600.00

Total Amount	890.00
	0.00
	0.00
	890.00

PaceButler Corp has given away over 1,600,000 books
Please visit www.pacebutler.com for more information

Purchase Order



5915 NW 23rd St
Oklahoma City, OK 73127

(405) 755-3131
(405) 755-1114 Fax
www.pacebutler.com

P.O. Number: 1089756

Order Date: 8/31/2023

Vendor Number: 20-0190568

Attn:

Town of Berlin
Sandy Niro
11 Town Farm Lane
Berlin, CT 06037

This is your payment detail for the used cell phones sent to PaceButler Corporation. Comments next to an item indicate the reason the phone was defective. Defective phones will be recycled. Prices are as of the date the phones were received. Thank you!

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PER UNIT</u>	<u>AMOUNT</u>
4	E4610 Fully functional device	10.00	40.00
1	DEFECTIVE E4810 NC: Housing-Missing	0.00	0.00
1	DEFECTIVE E4810: Housing-Missing	0.00	0.00
8	SMG715U Fully functional device	10.00	80.00
1	DEFECTIVE SMG715U: Housing Damaged	0.00	0.00
2	DEFECTIVE SMG715U: Housing-Scratched	0.00	0.00
17	SMG781U Fully functional device	50.00	850.00
1	DEFECTIVE SMG781U: Broken Glass	5.00	5.00

Total Amount	975.00
	0.00
	0.00
	975.00

PaceButler Corp has given away over 1,600,000 books
Please visit www.pacebutler.com for more information

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: September 28, 2023

SUBJECT: Appropriation of funds from Land, Labor & Materials to Public Buildings Contractual Services & Projects.

Summary of Agenda Item:

The Town of Berlin has been selling surplus items utilizing the online auction site, Public Surplus, with the proceeds of the sold items deposited to account 500.00.0000.8.45301.00000, Sale of Land, Labor & Materials in the Capital Projects Fund. During fiscal year 23/24, the Facilities Department has sold various objects equaling a net of \$2,303.91. In an effort to assist funding for projects and repairs, we are requesting an appropriation of these proceeds to the Sale of Land, Labor and Materials Revenue Account 500.00.0000.8.45301.00000 and to the Contractual Services and Projects Account 500.20.2038.0.54000.00302.

Action Needed:

Move to appropriate \$2,303.91 to the Sale of Land, Labor, & Materials Revenue Account and the Contractual Services & Projects Account in the Capital Nonrecurring Fund.

Attachments:

Public Surplus Sold & Paid Report

Prepared By:

Douglas Solek, Director of Facilities

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Sold and Paid Report

Jul 01, 2023 To Jul 31, 2023

Auction #	Title	Inv. Code	End Date	Sold To	Per Item	Qty	Tax Totals	Total Price	Receipt #	Rcpt Info
3307360	AT&T Kyocera DuraXE		07/12/2023	richd1998 - Richard C Doherty	\$ 20.00	1	\$ 1.41	\$ 23.51	185	07/12/2023 Credit Card Payment
3318722	Samsung Galaxy S20 FE 5G (Verizon) Brand New		07/27/2023	Dasade - Paul Colbenson	\$ 127.50	1	\$ 8.95	\$ 149.84	186	07/27/2023 Credit Card Payment
3318750	Pokolan Glass Screen Protector for Samsung S20 - Brand New		07/27/2023	Dasade - Paul Colbenson	\$ 1.00	1	\$ 0.13	\$ 2.13	186	07/27/2023 Credit Card Payment
3318766	Otterbox Phone Case for Samsung S20 - Brand New		07/27/2023	Dasade - Paul Colbenson	\$ 6.00	1	\$ 0.45	\$ 7.45	186	07/27/2023 Credit Card Payment
3318739	Kyocera DURAXV Extreme Phone (Verizon) Brand New		07/27/2023	watlarry - larry shustock	\$ 100.00	1	\$ 7.02	\$ 117.52	187	07/27/2023 Credit Card Payment
3318743	Kyocera DURAXV Extreme Phone (Verizon) Brand New		07/27/2023	watlarry - larry shustock	\$ 100.00	1	\$ 7.02	\$ 117.52	187	07/27/2023 Credit Card Payment
3318749	Pokolan Glass Screen Protector for Samsung S20 - Brand New		07/27/2023	watlarry - larry shustock	\$ 1.75	1	\$ 0.18	\$ 2.93	187	07/27/2023 Credit Card Payment
3318760	Phone Case for Samsung S20		07/27/2023	watlarry - larry shustock	\$ 1.25	1	\$ 0.15	\$ 2.40	187	07/27/2023 Credit Card Payment
3318721	Samsung Galaxy S20 FE 5G (Verizon) Brand New		07/27/2023	watlarry - larry shustock	\$ 127.50	1	\$ 8.95	\$ 149.84	187	07/27/2023 Credit Card Payment
3318713	Samsung Galaxy S20 FE 5G (Verizon) Brand New		07/27/2023	amareshri@gmail.com - Rajpaul Singh	\$ 133.50	1	\$ 9.37	\$ 156.89	188	07/27/2023 Credit Card Payment

Sold and Paid Report

Jul 01, 2023 To Jul 31, 2023

Auction #	Title	Inv. Code	End Date	Sold To	Per Item	Qty	Tax Totals	Total Price	Receipt #	Rcpt Info
3318714	Samsung Galaxy S20 FE 5G (Verizon) Brand New		07/27/2023	eenglo - Emmanuel Erike	\$ 127.50	1	\$ 8.95	\$ 149.84	189	07/28/2023 Credit Card Payment
3318715	Samsung Galaxy S20 FE 5G (Verizon) Brand New		07/27/2023	eenglo - Emmanuel Erike	\$ 122.50	1	\$ 8.60	\$ 143.96	189	07/28/2023 Credit Card Payment
3318736	Kyocera DURAXV Extreme Phone (Verizon) Brand New		07/27/2023	eenglo - Emmanuel Erike	\$ 91.00	1	\$ 6.39	\$ 106.95	189	07/28/2023 Credit Card Payment
3318742	Kyocera DURAXV Extreme Phone (Verizon) Brand New		07/27/2023	eenglo - Emmanuel Erike	\$ 96.00	1	\$ 6.74	\$ 112.82	189	07/28/2023 Credit Card Payment
3318761	Phone Case for Samsung S20		07/27/2023	eenglo - Emmanuel Erike	\$ 1.00	1	\$ 0.13	\$ 2.13	189	07/28/2023 Credit Card Payment
3318720	Samsung Galaxy S20 FE 5G (Verizon) Brand New		07/27/2023	eenglo - Emmanuel Erike	\$ 123.50	1	\$ 8.67	\$ 145.14	189	07/28/2023 Credit Card Payment
3318759	Phone Case for Samsung S20		07/27/2023	blah2355 - Gary Chow	\$ 1.25	1	\$ 0.15	\$ 2.40	190	07/28/2023 Credit Card Payment
3318719	Samsung Galaxy S20 FE 5G (Verizon) Brand New		07/27/2023	blah2355 - Gary Chow	\$ 137.50	1	\$ 9.65	\$ 161.59	190	07/28/2023 Credit Card Payment
3318716	Samsung Galaxy S20 FE 5G (Verizon) Brand New		07/27/2023	earlebbeling - EARL R Ebbeling	\$ 122.50	1	\$ 8.60	\$ 143.96	191	07/29/2023 Credit Card Payment
3318768	Otterbox Phone Case for Samsung S20 - Brand New		07/27/2023	earlebbeling - EARL R Ebbeling	\$ 11.51	1	\$ 0.81	\$ 13.53	191	07/29/2023 Credit Card Payment

Sold and Paid Report

Jul 01, 2023 To Jul 31, 2023

Auction #	Title	Inv. Code	End Date	Sold To	Per Item	Qty	Tax Totals	Total Price	Receipt #	Rcpt Info
3318769	Otterbox Phone Case for Samsung S20 - Brand New		07/27/2023	earlebbeling - EARL R Ebbeling	\$ 10.65	1	\$ 0.75	\$ 12.52	191	07/29/2023 Credit Card Payment
3318717	Samsung Galaxy S20 FE 5G (Verizon) Brand New		07/27/2023	earlebbeling - EARL R Ebbeling	\$ 137.50	1	\$ 9.65	\$ 161.59	191	07/29/2023 Credit Card Payment
3318723	Samsung Galaxy S20 FE 5G (Verizon) Brand New		07/27/2023	BILLMCEWEN - WILLIAM MCEWEN	\$ 127.50	1	\$ 8.95	\$ 149.84	192	07/29/2023 Credit Card Payment
3317306	Brown Chaise Lounge		07/26/2023	bugcity - david b valickis	\$ 10.00	1	\$ 0.71	\$ 11.76	193	07/31/2023 Credit Card Payment
3318744	Kyocera DURAXV Extreme Phone (Verizon) Brand New		07/27/2023	LOTEZK - Brett Pinedo	\$ 85.00	1	\$ 5.97	\$ 99.90	194	07/31/2023 Credit Card Payment
3318738	Kyocera DURAXV Extreme Phone (Verizon) Brand New		07/27/2023	Filmore66 - Stacey Decausey	\$ 110.50	1	\$ 7.76	\$ 129.86	195	07/31/2023 Credit Card Payment
3318737	Kyocera DURAXV Extreme Phone (Verizon) Brand New		07/27/2023	Filmore66 - Stacey Decausey	\$ 110.00	1	\$ 7.72	\$ 129.27	195	07/31/2023 Credit Card Payment
3318728	Samsung Galaxy S21 FE 5G (Verizon) Brand New		07/27/2023	Filmore66 - Stacey Decausey	\$ 260.00	1	\$ 18.25	\$ 305.55	195	07/31/2023 Credit Card Payment
Total							\$ 2,303.91	\$ 162.08	\$ 2,712.64	

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: October 13, 2023

SUBJECT: 2023 Hungerford Nature Center Pumpkin Palooza

Summary of Agenda Item:

The Hungerford Nature Center is requesting a waiver of Police fees for the 2023 Pumpkin Palooza. This is a fundraiser event for the non-profit Children's Museum that serves Berlin. The Museum offers programming for both children and adults as volunteer opportunities for special needs groups and school groups in the community. The event will take place on October 20th and 21st at 191 Farmington Avenue.

Funding:

Officers assigned to this event would be paid from the extra duty account #001.15.1532.0.51440.00000.

Action Needed:

Move to approve waiving the Police Traffic Control fees for the Hungerford Nature Center 2023 Pumpkin Palooza in the approximate amount of \$1,200.00

Attachments:

Request for Fee Waiver, Hungerford Nature Center, preparer Tami Christopher.

Prepared By:

Lt. Michael Jobs, Berlin PD





TOWN OF BERLIN

Request for Fee Waiver

Requesting Organization: Hungerford Nature Center	Date: 10/10/23
Contact Name: Tami christopher	
Phone Number: 203-600-5044	
Event: Pumpkin Palooza	Date of Event: 10/20/23 & 10/21/23
Location of the Event: 191 Farmington Avenue	
What fee do you want waived: Private Duty Police Private Duty w/cruiser for traffic control (Approx 1,200.00 ^{hour})	
Identify the hardship incurred: Hungerford Nature Center is a small, non profit, that depends on in-kind and other donations to care for its many animals property, and family/school programs. We are not self-sustaining.	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: We offer low cost programming to Berlin Schools and host numerous families from Berlin through our membership program. Our outdoor children's garden, pavillion, and 22 acres of trails are open free of charge to Berlin residents	

Town Manager review:

Does it meet the standards set forth in the "Policy on Fees and Charges?"

Yes



No



If so, which criteria:

- ☐ Raises funds to supplement Town budgeted services.
- ☐ Raises funds for programs normally funded by the Town.
- ☒ Raises funds for Non-Profit groups, which have contributed substantially to the community.
- ☐ Nationally or State affiliated program which provide programs for local youth.
- ☐ Raises funds for scholarships of Berlin students.
- ☐ Raises funds for elderly citizens.

TOWN OF BERLIN

Request for Fee Waiver

Name of Non-Profit or Political Organization: Hungerford Nature Center

Comments: Thank you for your consideration. As the new Executive Director, I look forward to expanding our programming and working more closely with businesses and organizations in Berlin. Thank you!

Signature

Date

Town Manager Signature

Date


Organizations requesting a waiver of fees **must** complete the Request for Fee Waiver **prior** to the event. The request should be filled out in accordance with Section J, Policy on Fees & Charges, restated below.

1. Fee Waiver Policy

1. Fee waivers will be granted on an ad-hoc basis giving due consideration to the financial needs of the Town and the fiscal impact of the waiver upon the Town.
2. Preference for fee waivers will be given to those private, non-profit organizations that serve Berlin that are proposing events which will raise funds that are intended to supplement Town funds for budgeted items or programs, raise funds for programs that would normally be funded by the Town, raise funds for programs by non-profit groups that have contributed substantially to the community, raise funds for programs for local senior or youth groups with a state or national affiliation or raise funds for scholarships for Berlin students.
3. The Town of Berlin will grant fee waivers sparingly with due consideration given to the costs and benefits derived from the fee waiver.
4. Golf Course charity fees will be set at the 18 hole resident rate.
5. The Town Council will consider waiving fees only when the Town Manager receives in writing a request stating that an undue hardship exists and the overall benefit the community will receive as a result of the program. Such waivers must be submitted at least one month in advance of the event for which the waiver is sought.
6. Any and all fee waivers are at the sole discretion of the Town Council.

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: October 10, 2023

SUBJECT: Snow Plowing of Town Streets - Contract No. 2024-04

SUMMARY:

The Public Works Department publicly advertised for the snow plowing of Town streets, and opened bids on October 5, 2023. One Bid was received from Staxx Construction Services, LLC at the rate of \$200.00 per truck hour. The bid also requires the contractor to provide spare vehicles which Staxx bid at a rate of \$250.00 per hour per spare vehicle. Staff recommend awarding this contract to Staxx Construction Services, LLC. Due to the uncertainty of predicting the use of this contract during the 2023/2024 winter season, we cannot accurately estimate the contract's total value.

FUNDING:

Funding for payment will be provided from Account No. 001.20.2037.0.53604.00000 (Highway Truck Rental), which is currently budgeted with \$40,000.00.

ACTION NEEDED:

Move to authorize the award of the snow plowing of Town streets Contract No. 2024-04 to Staxx Construction Services, LLC, of Berlin for the bid amount of \$200.00 per hour, per primary vehicle, and \$250.00 per hour for a spare plow truck.

ATTACHMENT:

Bid Results- Contract No. 2024-04

PREPARED BY:

James P. Horbal, Deputy Director of Public Works 

Staxx

BID PROPOSAL CONTRACT NO. 2024-04

SNOW PLOWING IN TOWN STREETS

2023/2024 SNOW SEASON

For furnishing, in full compliance with the Contract Provisions, trucks with drivers for plowing snow in Town streets, the following is bid:

1. Number of trucks estimated 1 at the rate of \$ 200.00 per truck hour.
2. Spare trucks for other plowing, number estimated 1 at the rate of \$ 250.00 per truck hour.

Jennie Scofield
Signature

Printed Name of Bidder

Jennie Scofield

Name of Firm

Staxx Construction Services LLC

Address

84 Bernard Road

Berlin, CT 06037

E-mail

jescfield@staxxconstruction.com

Date

10/5/23

Additional:

- 1) Wheel Loader with Pusher - \$230.00 per hour / 4 hour minimum
- 2) Skid Steer with Plow - \$180.00 per hour / 4 hour minimum
- 3) Tri-Axle Dump Truck (Hauling) - \$130.00 per hour / 4 hour minimum

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: October 10, 2023
SUBJECT: Snow Plowing of Town Cul-de-Sacs/Misc. Areas -
Contract No. 2024-03

SUMMARY:

The Public Works Department publicly advertised for the snow plowing of town cul-de-sacs and miscellaneous areas in the Town of Berlin, and opened bids on October 5, 2023. Bids were received from (alphabetically): Rogan Enterprises, LLC at \$195.00 per truck, Staxx Construction Services, LLC at the rate of \$155.00 per truck, and Total Excavation, LLC at the rate of \$190.00 per truck. The bid will also require the low bidder (Staxx Construction Services, LLC) to provide spare vehicles, as needed, at a rate of \$165.00 per hour. Staff recommend awarding this contract to Staxx Construction Services, LLC. Due to the uncertainty of predicting the use of this contract during the 2023/2024 winter season, we cannot accurately estimate the contract's total value.

FUNDING:

Funding for payment will be provided from Account No. 001.20.2037.0.53604.00000 (Highway Truck Rental), which is currently budgeted with \$40,000.00.

ACTION NEEDED:

Move to authorize the award of the snow plowing of Town Cul-de-Sacs and Misc. Areas Contract No. 2024-03 to Staxx Construction Services, LLC of Berlin for the bid amount of \$155.00 per hour per truck, and \$165.00 per hour for each spare truck provided in addition to the two (2) primary plow trucks.

ATTACHMENT:

Bid Results- Contract No. 2024-03

PREPARED BY:

James P. Horbal, Deputy Director of Public Works

Staxx

BID PROPOSAL SHEET CONTRACT NO. 2024-03

SNOW PLOWING CUL-DE-SACS

AND

MISCELLANEOUS AREAS IN THE TOWN OF BERLIN

2023-2024 SNOW SEASON

For furnishing, in full compliance with the Contract Provisions, trucks with drivers for plowing snow in cul-de-sacs and miscellaneous areas in the Town of Berlin, the following is bid:

1. Number of trucks 2 (fill in # of trucks available)
 - a. Price per truck per hour \$155.00
2. Number of spare trucks (trucks estimated) 1 (fill in # of trucks)
 - a. Price per truck per hour \$165.00

Jennie Scofield
Signature

Printed Name of Bidder

Jennie Scofield

Name of Firm

Staxx Construction Services LLC

Address

84 Bernard Rd

Berlin, CT 06037

E-mail

j.scofield@staxxconstruction.com

Date

9/27/23

Rogan Enterprises LLC

BID PROPOSAL SHEET CONTRACT NO. 2024-03

SNOW PLOWING CUL-DE-SACS

AND

MISCELLANEOUS AREAS IN THE TOWN OF BERLIN

2023-2024 SNOW SEASON

For furnishing, in full compliance with the Contract Provisions, trucks with drivers for plowing snow in cul-de-sacs and miscellaneous areas in the Town of Berlin, the following is bid:

1. Number of trucks

2

(fill in # of trucks available)

a. Price per truck per hour

\$195.00

2. Number of spare trucks

(trucks estimated)

1

(fill in # of trucks)

a. Price per truck per hour

\$195.00

Full size loader available at \$295.00 per hour for blizzards



Signature

Printed Name of Bidder

Brian Rogan

Name of Firm

Rogan Enterprises LLC

Address

775 High Road

Berlin CT 06037

E-mail

roganenterprises@comcast.net

Date

10/4/23

Note: We are only bidding on the same cul-de-sacs that we have done for the last few years. Thank you

Total Excavation

BID PROPOSAL SHEET CONTRACT NO. 2024-03

SNOW PLOWING CUL-DE-SACS

AND

MISCELLANEOUS AREAS IN THE TOWN OF BERLIN

2023-2024 SNOW SEASON

For furnishing, in full compliance with the Contract Provisions, trucks with drivers for plowing snow in cul-de-sacs and miscellaneous areas in the Town of Berlin, the following is bid:

1. Number of trucks

3 (fill in # of trucks available)

a. Price per truck per hour

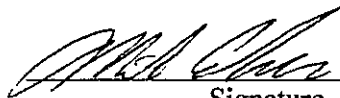
\$190.00

2. Number of spare trucks
(trucks estimated)

2 (fill in # of trucks)

a. Price per truck per hour

\$190.00


Signature

Printed Name of Bidder

Mike Cobuzzi

Name of Firm

Total Excavation, LLC

Address

1236 Kensington Rd
Berlin, CT 06037

E-mail

Mike@TotalexcavationLLC.com

Date

10-4-23

BID PROPOSAL SHEET CONTRACT NO. 2024-03

SNOW PLOWING CUL-DE-SACS

AND

MISCELLANEOUS AREAS IN THE TOWN OF BERLIN

2023-2024 SNOW SEASON

For furnishing, in full compliance with the Contract Provisions, trucks with drivers for plowing snow in cul-de-sacs and miscellaneous areas in the Town of Berlin, the following is bid:

1. Number of trucks

1 skid steer
(fill in # of trucks available)

a. Price per truck per hour

\$125.00

2. Number of spare trucks
(trucks estimated)

1 snowblower Attachment
(fill in # of trucks)

a. Price per truck per hour

\$25.00


Signature

Printed Name of Bidder

Mike Cabuzzi

Name of Firm

Total Excavation LLC

Address

1236 Kensington Rd

Berlin, CT 06037

E-mail

Mike@totalexcavationllc.com

Date

10-4-2023

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: October 9, 2023

SUBJECT: Approve the transfer of funds to purchase a new senior bus and waiving of the town's purchasing requirements for the purchase of one new 10 passenger bus from Tasca Ford utilizing CT. Department of Administrative Services contract # 19PSX0161.

Summary of Agenda Item:

The Town of Berlin, Senior Center operates two 2008 Ford E-series / Mathews busses, one van and an older car for the transportation of our seniors to various locations for a variety of reasons. Within that fleet of vehicles is Bus #2, town motor pool # 0368, a 2008 Ford/Thomas bus with 158,550 miles on it. This bus was purchased used from the Red Cross in 2011.

Over the past few years, repair frequency and cost have risen to a level that makes the continual operation of the bus not practical or financially responsible. Funding was provided for the match portion of a grant, but that grant did not get awarded to the Town of Berlin.

Jim Simons, Fleet Manager, is requesting the transfer of funds and awarding of a purchase order for a new bus. The order bank opens on October 16th 2023; that bank is for the purchase of a 2025 model year. If the Town of Berlin misses this opportunity, the next order bank opens in the fall of 2024 and that will be for model year 2026. Mr. Simons believes it's in the town's best interest to order the bus this year.

Funding:

Funding is located within the Municipal Garage budget under the following accounts:

- \$65,000.00 From, 500.05.0507.0.54000.00012 CNR Vehicle Reserve
- \$53,790.20 From, 500.30.3055.0.54000.00001 CNR Senior Center Van
- \$ 4,000.00 From, 357.30.3055.0.53925.00000 Myrna Pauloz Senior Center Fund Transportation

Action Needed:

Move to approve the transfer of \$2,102.60 from the Passenger Cars account in the Capital Non-Recurring Fund, \$21,687.60 from the Highway Trucks account in the Vehicle Purchase Fund and \$10,000.00 from the Senior Trips account in the Senior Center Activities Fund to the Senior Center Van account in the Capital Non-Recurring Fund.

Move to approve the purchase of one bus from Tasca Ford, for an amount not to exceed \$122,791.

Attachments:

Budget Change Form

Prepared By:

Jim Simons, Fleet Manager



Item #4

TOWN OF BERLIN
BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department: Senior Center/Garage	Fiscal Year: FY2024	Date: 10/9/23
To Acct #: 500.30.3055.0.54000.00001	Description: Van	Amount: \$33,790.20
		Requested by: T. Doyle/J. Simons

Are there funds from another account which can be requested: Yes ☒ No ☐ Partially ☐ Don't Know ☐

From Acct #: 500.20.2035.0.54000.00005 544.20.2037.0.54000.00003 718.30.3055.0.53022.00000	Description: Passenger Cars Highway Trucks Senior Trips	Amount: \$2,102.60 \$21,687.60 \$10,000.00	Approved by: <div style="height: 50px; text-align: center; vertical-align: middle;"></div>
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Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

The Senior Center purchased a bus with 80% federal funding during COVID. A second bus is in need or replacement. Funding was approved in FY22 for the match on a similar federal grant program, but Berlin was not able to secure grant funding. The bus is currently operational, but the Fleet Manager has expressed concern about how long the Garage will be able to keep the bus on the road safely. This request is to transfer funds from several sources to accumulate the money needed to order a new bus.

Section 2: To be completed by Town Manager:

Request approved ☒ Disapproved ☐ Partially Approved ☐ Date: **10/10/23**

Comments:

Section 3a: Town Council action:

Request approved ☐ Disapproved ☐ Partially Approved ☐ Referred to Town Mtg. ☐ N/A ☐

Comments:

Section 3b: Board of Finance action:

Request approved ☐ Disapproved ☐ Partially Approved ☐ Referred to Town Mtg. ☐ N/A ☐

Comments:

Section 4: To be completed by Finance Department:

Budget Change # :	JE#	Approved by Town Meeting	Date approved:
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Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: October 16, 2023

SUBJECT: Berlin VNA Telemonitoring Lease

Summary of Agenda Item: Alea Piatek, Administrator of the Berlin VNA, requests permission to enter into a 5-year lease with Clear Arch Health for 10 telemonitoring units. The old units the agency had are now completely phased out and non-functional. The old units were purchased by the agency and there is no way to replace them unless new units are purchased or a new lease is enacted. Telemonitoring is necessary for remote patient monitoring and to be marketable to referral sources. Per the charter, leases have to go to public hearing.

The lease is for 10 units- each including 1 tablet device which monitors and reports the patients vital sign readings, 1 blood pressure cuff, 1 scale, 1 pulse oximeter, and full access to the Lifestream clinical dashboard. These 10 units will cost \$549.50 per month. There is also a one-time integration fee of \$2,000. Additionally, a one time set up and implementation fee was waived for a savings of \$2,000. A lease will also allow us to be provided replaced equipment for any broken or otherwise non-functioning unit items.

Current budget for telemonitors is \$6,000 annually. The new lease will cost a total of \$6,396.00 for the remainder of this fiscal year. Next fiscal year cost will be \$6,594 annually. The additional funds needed for this fiscal year can be transferred to the 001.30.3053.0.53606.00000 (Telemonitor Lease) budget line from the 001.30.3053.0.53819.00000 (Medical Services) budget line.

Action Needed:

Move to set a Public Hearing on December 12, 2023 at 7:00 p.m. to approve a lease a new 5-year lease with Clear Arch Health for 10 telemonitoring units totaling \$6,396.00 for the remainder of this fiscal year (FY24) and \$6,594.00 annually for the remainder of the lease agreement.

Attachments:

Quote

Prepared By:

Alea Piatek- Administrator of the Berlin VNA





Remote Patient Monitoring Proposal

Valid through 10/31/23



TOWN OF
BERLIN
CONNECTICUT



Executive Summary



Berlin VNA and Life Care Solutions have been working together for over a decade providing remote patient monitoring to your patients. Clear Arch Health now looks forward to continuing our relationship with the Town of Berlin by upgrading your existing 3G remote patient monitoring equipment that is no longer supported by the cellular network. The goal in upgrading the RPM equipment is to help improve patient outcomes, reduce unnecessary hospitalizations, help improve staff efficiency and provide a differentiator from other home health companies in your area.

FIGURE 1: CONVERSATION

About Clear Arch Health



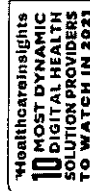
MobileHelp Introduces Mobile Personal Emergency Response, 2010

Clear Arch Health Division Focused on RPM, 2015

Remote Patient Monitoring with Integrated PERS

2022 Acquired by Advocate Aurora Enterprise

- Manufacture our own equipment
- Leading provider of medical alarms
- In house technical support team
- 260 Employees
- Over 300,000 active customers
- Over 8,500 kits shipped monthly



10 Most Dynamic Digital Health Solution Providers to Watch in 2021



12 U.S. Patent Awards



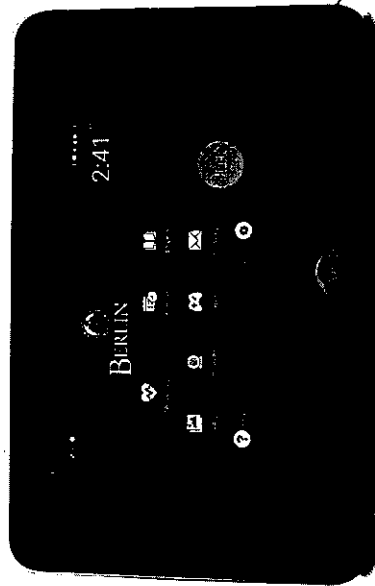
2014, 2019 Leadership Award



Patient Engagement Hub

Key Features

- Voice guidance & bi-directional communication
- English and Spanish
- Cellular/Bluetooth
- 4G LTE; AT&T, Verizon, Wi-Fi



Highly customizable "feature tiles" and on-screen branding

Integrated PERS option, Providing 24/7 Emergency Monitoring

Rugged housing, kickstand, amplified speaker and microphone

© 2014 Clear Arch Health

Clear Arch Touch Options:



Vitals Reminders

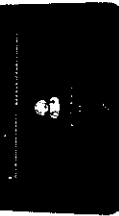


Vitals Measurements History



Video Visits

Clear Arch Touch Options:



EDUCATION

- Access to education
- Assigned to Groups or Individual Patients
- How To Videos
- Client developed content

MESSAGING

- Two-way messaging
- Message to groups
- Message to individual patients



HEALTH SURVEYS

- Disease related questions
- Behavioral Health Screening
- Patient satisfaction



PHOTO GALLERY

- Fits better into the home environment
- Preloaded with landscape photos



Technical Support
Connects directly to Clear Arch Health
Technical Support Team

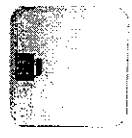
Compatible Health Devices



Blood Pressure



Weight Scales
Standard & Bariatric



Bariatric and
Standard
Scales



Pulse Ox



Glucose

Consumable fulfillment by
CAH or available at a
local pharmacy.



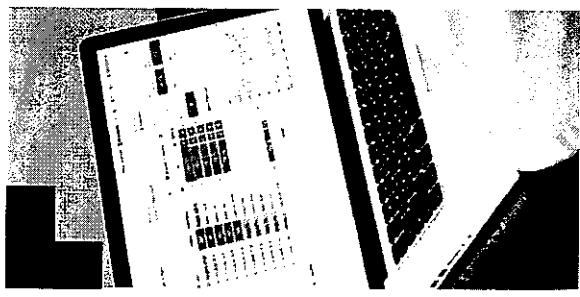
Thermometer



Peak Flow
Meter



LifeStream - Clinical Dashboard Developed over 20 years with direct clinical user input



- LifeStream provides a powerful dashboard that prioritizes and informs:
 - Oversee patient vitals and identify trends
 - Proactively intervene when a patients' health changes
 - Streamline care coordination and improve outcomes



Assess data and determine ROI of telehealth
program through integrated reporting



HL7 interface engine
Available for communication with a variety of
EHRs



Simple patient communication, including
direct messaging, surveys and disease specific
education materials.



Virtually connect with patients and family
members through integrated video



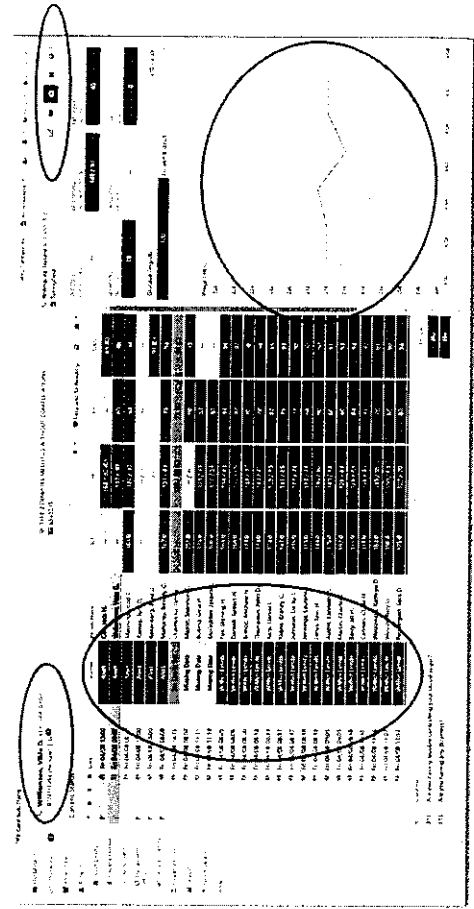
Clinician Experience using LifeStream Dashboard

STRICTLY CONFIDENTIAL

LifeStream Monitoring



- Dashboard
 - Color coded alert conditions
 - Vitals pane (alert thresholds)
- Video, Messaging, Timer
- Graphical Trend
- User efficiency (patient ribbon, Respond to Reading)



ClearArch
Health

- Billing
- Tabular Trending
- Compliance
- Hospitalization; Rate, Admissions
- Graphical Trends
- Utilization

☒ Dashboard
 ☒ Messages
 ☒ Profile List
 ☒ Patient
 ☒ Organization
 ☒ All Reports
 ☒ Patient
 ☒ Site
 ☒ Organization
 ☒ Billing
 ☒ Communication
 ☒ RFM
 ☒ Setup Visit

Bishop, Michael H. 803-295-3537
 09/12/1941 [Female] |

Current Status	P	A	E	D	Date	Conditions	Patient Name	WT	UP
<input checked="" type="checkbox"/> Fri 04/08 1300						Alert	Cox, Jack H.	--	165 / 52.40
<input checked="" type="checkbox"/> Fri 04/08 0907						Alert	Williamson, Mike O.	--	148 / 80
<input checked="" type="checkbox"/> Fri 04/08 0820						Alert	Manning, Todd C.	165.0	129 / 95
<input checked="" type="checkbox"/> Fri 04/08 1300						Alert	Ramos,谭 D.	--	-- / --
<input checked="" type="checkbox"/> Fri 04/08 1800						Alert	Rosenberg, Brad D.	--	-- / --
<input checked="" type="checkbox"/> Fri 04/08 0808						Alert	Mahoney, Beverly C.	167.0	131 / 81
<input checked="" type="checkbox"/> Fri 04/08 1415						Missing Data	Chamblau, James	251.0	-- / --
<input checked="" type="checkbox"/> Fri 04/08 0807						Missing Data	Mason, Shannon C.	175.0	121 / 71
<input checked="" type="checkbox"/> Fri 04/08 1111						Missing Data	Bolling, Gina H.	196.0	138 / 51
<input checked="" type="checkbox"/> Fri 04/08 1219						Missing Data	McSadden, Jessica C.	163.0	118 / 51
<input checked="" type="checkbox"/> Fri 04/08 0805						Missing Data	Ev, Shannon M.		

ClearArch
Health

Clinical Consultant

- Expert on the use and functions of Lifesream
- Involved in planning and implementing your program
- Your ongoing contact for Lifesream and program support

- Works with our cross functional teams

- Involved in the planning and implementing of your program
- Keeps your program informed on new features and functions

- Works with your team

- Continues to take customer feed back to improve product
- Help customize features and Bluetooth devices

Technical Support Team

- Trained to speak to older adults
- Welcome Calls
- 24-hour availability

- Meeting FDA protocols for cleaning and refurbishment

- Bluetooth pairing of devices with hub

- Standard, 2nd Day, Next Day

- Proactive in calling to recover equipment at risk

- Assist in facilitating the pickup of equipment
- High rate of success

- 24/7 emergency monitoring

- Contact responders before dispatch



ClearArch
Health

Support Team

Clear Arch
Health

Pricing Sample and Options

Proposed RPM Health Kit
and Total Pricing for Town of Berlin VNA



This Clear Arch Health's proposed leasing price for providing the Town of Berlin VNA with 10 Clear Arch Health Touch health kits and our 3 standard monitoring devices based on a 5-year term agreement. Additional kits can be added in the future under the same agreement.

Service	Description	Price (one time charge)
*Integration	Integration of Lifestream with your EHR Covers time and resources to get your RPM created and launched (Normally \$2,000)	\$2,000.00
Set-up and Implementation		\$0.00
Ongoing Support with Clinical Consultant, Customer Success Manager and IT		Included
Equipment/Software	Description	Total Monthly Lease
10 Standard Clear Arch Touch Table Health Kits	Each Kit Contains 1 Clear Arch Touch Tablet with access to all features, 1 BP monitor and cuff, 1 Wt. Scale, 1 Pulse Ox. Full access to Lifestream clinical dashboard for monitoring and reporting.	\$549.50
Clear Arch Touch Features	4G LTE Service	Included
	Outbound Call Feature	Included
	Wi-Fi Backup Connection	Included
	Optional Manually Entered Vitals Health Surveys	Included
	Contact Us	Included
	Patient Education Video Visits - 60 min. PPM, Pooled	Included

* Single Sign-on programming is an additional \$1,500

Page 1 of 1

Page 1 of 1

For More Information



James Sease
Business Development
James.sease@cleararchhealth.com
512-761-1520

Leasing Options – Future Standard Device Kits



As your program grows and your needs change you can offer additional health kits to your patients using this existing agreement.



Patient Communication Tools	Tools PPM
Clear Arch Touch	\$39.95
Clear Arch Classic	\$29.95
Clear Arch Mobile	\$19.95



Standard Device	Device PPM
Blood Pressure	\$5.00
Pulse Ox	\$5.00
Weight Scale	\$5.00

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: October 16, 2023

SUBJECT: Approval Request for New Era Technology/Frontier spending over \$25,000

Summary of Agenda Item:

New Era Technology, formally Consolidated Technologies, has been our telephone system vendor since the installation of the Avaya system in 2013. They have responded expediently to any service requests and provided a good customer experience to the Town.

Frontier Communications, the local telephone provider for this area, is our current supplier of our service connection with 2 Primary Rate Interfaces (PRI) for this system.

A recent lightning strike caused damage to the Avaya and Frontier equipment. There was limited redundancy with this incident which caused the Police Department to be without routine telephone service for approximately 38 hours. The rest of the Town was without normal telephone service for more than 2 ½ days.

To increase redundancy and lessen repair time in the future, a plan has been developed with input from Frontier, New Era, Town Facilities, IT and the Police Dispatch Supervisor. This plan involves replacing the two copper-based PRI lines with fiber and running a SIP (Session Initiation Protocol) lines. This has several advantages, such as fiber not being a conductor for lightning, better call quality and reliability. The other part to this plan, is that it will have an automatic failover from one site to the other. Both sites will be mirrored, so the system users will notice no change in service.

If any damage occurs that is part of the equipment internally, not an outside connection issue, we will have a maintenance agreement with New Era with an SLA (Service Level Agreement) in place. New Era has an office in Cromwell with replacement equipment in stock.

New Era Pricing for licensing, parts and labor for both the Main Site and the Senior Center is \$24,818.90. This is a one-time cost. The maintenance contract for a three-year term is \$13,633.32 annually. This includes any service calls and parts, right down to the actual desktop phone replacement. This pricing falls under state contract - OGS Contract # PM 20790. The total increase for New Era request for fiscal year 24 is \$40,000.

Frontier pricing is currently \$345.75/month for each PRI. This cost would be removed if SIP was installed. The SIP pricing is \$694.49 each with a 3-year contract. They are offering special pricing of \$644.35/month each if the contract is signed prior to October 31, 2023. This would save the Town about \$3600. Since Frontier is the current carrier for Connecticut and our current vendor, we request a bid waiver for the good of the Town. The total increase for Frontier request for fiscal year 24 is \$10,000.

Finance advised that we have purchase orders currently open for Frontier for \$84,209 and for New Era for \$11,000. Purchases with any vendor that exceed \$25,000 in a fiscal year will require Town Council approval.

The total amount requested, when including these open purchases orders, for each vendor for the fiscal year is \$50,000 for New Era Technology and \$105,000 for Frontier.

Funding:

The requested funding for this project would come from Business Continuity account 542.05.0507.0.54000.02101 Telephone System. After one year of service, the Frontier and New Era costs would be funded by Facilities account 001.20.2038.0.53902.00000 Telephone.

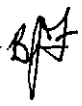
Action Needed:

Move to approve spending up to \$50,000 with New Era Technology under state contract OGS # PM 20790 and to approve a bid waiver for spending up to \$105,000 with Frontier Communications for the fiscal year 2024 to allow for the implementation of the redundant SIP service and maintenance contract, since this is in the best interest of the town.

Attachments:

Sufficiency of Funds
Quote from New Era Technology
Quote from Frontier Communications
Town of Berlin SIP Design

Prepared By:

Brian Freeman, Director of Information Technology 



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 16-Oct-23

Purchase Item or Contract: Information Technology		Requested by: B. Freeman	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Telephone System Upgrades	\$50,000.00	\$50,000.00
			-
			-
			-
			-
			-
Account No. 542.05.0507.0.54000.02101 Professional Services			TOTAL \$50,000.00

Budgeted Amount.....	\$50,000.00	Available balance.....	\$50,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$50,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$0.00

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☒ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:

☐ I certify that a budget change in the amount of \$ _____ must be processed concurrently with this certification to support this commitment.


Finance Director or Assist. Finance Director

Finance Director or Assist. Finance Director



We have prepared a quote for you

SBC for SIP -Main site Contract # PM20790

Quote # 068234
Version 1

Prepared for:

Town of Berlin

CTI Group
cti@berlinct.gov

▶ Statement of Work

Introduction & Project Proposal:

Town of Berlin is looking to convert their PRLs to SIP trunking utilizing Session Border Controllers. After careful evaluation, New Era Technology strongly advises implementing a Dell SBC at the main Town Hall location and another at the Senior Center. New Era has included engineering time for configuration of the SBCs, IP Office programming, technician time to perform on site racking, and to make all necessary connections for the new SBC.

New Era project management staff, in unison with New Era engineering staff will work with Town of Berlin to determine logistics and an appropriate setup plan. New Era will assign a project management team to assure the highest level of success and ease of the overall deployment. New Era will work with Town of Berlin to complete configuration tasks during normal business hours, and service-affecting activities will occur after normal business hours.

The sites covered are as follows:

240 Kensington Rd. Berlin, CT 06037
33 Colonial Dr. Berlin, CT 06037

New Era will configure the following parameters:

- Analyze existing system licensing in effort to assure and verify requirements for final licensing.
- Create implementation plan in conjunction with customer team.
- Present all planning documentation to implementation team for final configuration and review.
- Deploy qty (2) Avaya Session Border Controllers and perform all necessary firmware updates.
- Complete programming of new Session Border Controller.
- Complete programming of the IP Office system.
- Rack and stack SBCs.
- Work remotely with carrier for equipment connectivity testing.
- Confirm Avaya registrations and system replication.
- Be available for numbers to move to SIP service and test.

Project Coordination:

New Era will designate a project coordinator to assume the following responsibilities:

- Work with the customer in effort to establish, and manage a mutually agreeable timeline.
- Manage non-technical communications between project related resources.
- Serve as the primary point of contact for this project scope and all associated deliverables.
- Assure customer satisfaction is continuously maintained and that deliverables are met on-time.

▶ Statement of Work

- Establish regular project status meetings.
- Coordinate with third-party vendors where necessary.

Please see below for detailed assumptions and customer deliverables pertinent to this SoW.

Assumptions:

- SBC to be located within same closet as customer firewall. Additional charges may apply if technician is required to run cabling between wiring closets.
- Following project completion, services within this SoW will be warranted for 30 days.
- First day of business (FDOB) support is included in this scope.

Customer Deliverables:

- Configuration requirements necessary for any changes required on existing corporate firewall.
- Provide unrestricted, dedicated VPN access where required.
- Provide network engineering resources for network configurations and troubleshooting where required.
- Provide adequate power availability, cooling, and rack space within each required IDF/MDF.
- Provide adequate, tested, and labeled CAT-5e/6 cabling.
- Work with New Era to determine an implementation schedule.

See related quote for licensing and SBC at Senior Center **SBC for SIP for Senior Center - #68235 v1**

IP Office

Description	Price	Qty	Ext. Price
IP OFFICE R10+ SIP TRUNK 1 LIC:CU	\$77.00	92	\$7,084.00
ASBCE R10 STANDARD SERVICES SESSION IPO LIC:CU	\$55.00	46	\$2,530.00
CORE DELL 3240 COMPACT SERVER ASBCE IP OFFICE	\$2,500.00	1	\$2,500.00
MAINTENANCE COMPREHENSIVE SUPPORT MODEL	\$0.00	1	\$0.00
IPO CO-DEL REM TECH SUPT 8X5 - ASBCE PORTWELL CAT8 1YPP	\$32.45	1	\$32.45

IP Office

Description	Price	Qty	Ext. Price
OGS Contract # PM20790			

Subtotal: \$12,146.45

Discount

Description	Price	Qty	Ext. Price
Miscellaneous Customer loyalty discount	(\$1,000.00)	1	(\$1,000.00)
Miscellaneous			

Subtotal: (\$1,000.00)

Labor

Description	Price	Qty	Ext. Price
Project Labor	\$9,610.00	1	\$9,610.00
Project Labor			

Subtotal: \$9,610.00

SBC for SIP -Main site Contract # PM20790



Prepared by:

Port Chester - Headquarters

Gail Arnholdt
(212) 300-1226
Fax 914-9356001
gail.arnholdt@neweratech.com

Prepared for:

Town of Berlin

240 Kensington Road
Berlin, CT 06037
CTI Group
(860) 828-7000
cti@berlinct.gov

Quote Information:

Quote #: 068234

Version: 1
Delivery Date: 10/10/2023
Expiration Date: 11/23/2023

Quote Summary

Description	Amount
IP Office	\$12,146.45
Discount	(\$1,000.00)
Labor	\$9,610.00
Total:	\$20,756.45

Summary of Selected Payment Options

Description	Amount
Down Payment: 60% Down Payment	
Total of Payments	\$12,453.87

60% Down payment due upon Quote acceptance.

Progress Payment: 30% Progress Payment	
Total of Payments	\$6,226.94

30% Progress payment due upon equipment delivery to the site.

Final Payment: 10% Upon Completion	
Total of Payments	\$2,075.64

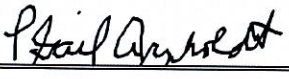
Final payment due upon project completion.

Your signature acknowledges that you accept the "Consolidated Technologies, Inc. Product - Standard Terms & Conditions (6-RG-LIC9)" located on our website using the following link: <https://consoltech.com/cti-product-agreement/>. Your signature on this quote constitutes a contract.

Taxes, shipping, handling and other fees may apply. CTI reserves the right to cancel orders arising from pricing or other errors.

Port Chester - Headquarters

Town of Berlin

Signature: 
Name: Gail Arnholdt
Title: Senior Account Manager
Date: 10/10/2023

Signature: _____
Name: CTI Group
Date: _____



We have prepared a quote for you

SBC for SIP for Senior ctr Contract # PM20790

Quote # 068235
Version 1

Prepared for:

Town of Berlin

CTI Group
cti@berlinct.gov

IP Office

Description	Price	Qty	Ext. Price
ASBCE R10 STANDARD SERVICES SESSION IPO LIC:CU	\$55.00	46	\$2,530.00
CORE DELL 3240 COMPACT SERVER ASBCE IP OFFICE	\$2,500.00	1	\$2,500.00
MAINTENANCE COMPREHENSIVE SUPPORT MODEL	\$0.00	1	\$0.00
IPO CO-DEL REM TECH SUPT 8X5 - ASBCE PORTWELL CAT8 1YPP	\$32.45	1	\$32.45
See Related quote #68234 v1 with SOW and labor for SBC deployment at Main Campus and Senior Campus			
OGS Contract # PM 20790			

Subtotal: \$5,062.45

Discount

Description	Price	Qty	Ext. Price
Miscellaneous customer loyalty discount	(\$1,000.00)	1	(\$1,000.00)
Miscellaneous			

Subtotal: (\$1,000.00)

SBC for SIP for Senior ctr Contract # PM20790



Prepared by:

Port Chester - Headquarters

Gail Arnholdt

(212) 300-1226

Fax 914-9356001

gail.arnholdt@neweratech.com

Prepared for:

Town of Berlin

33 Colonial Drive

Berlin, CT 06037

CTI Group

(860) 828-7006

cti@berlinct.gov

Quote Information:

Quote #: 068235

Version: 1

Delivery Date: 10/10/2023

Expiration Date: 11/23/2023

Quote Summary

Description	Amount
IP Office	\$5,062.45
Discount	(\$1,000.00)
Total:	
	\$4,062.45

Summary of Selected Payment Options

Description	Amount
Down Payment: 60% Down Payment	
Total of Payments	\$2,437.47

60% Down payment due upon Quote acceptance.

Progress Payment: 30% Progress Payment	
Total of Payments	\$1,218.74

30% Progress payment due upon equipment delivery to the site.

Final Payment: 10% Upon Completion	
Total of Payments	\$406.24

Final payment due upon project completion.

Your signature acknowledges that you accept the "Consolidated Technologies, Inc. Product - Standard Terms & Conditions (6-RG-LIC9)" located on our website using the following link: <https://consoltech.com/cti-product-agreement/>. Your signature on this quote constitutes a contract.

Taxes, shipping, handling and other fees may apply. CTI reserves the right to cancel orders arising from pricing or other errors.

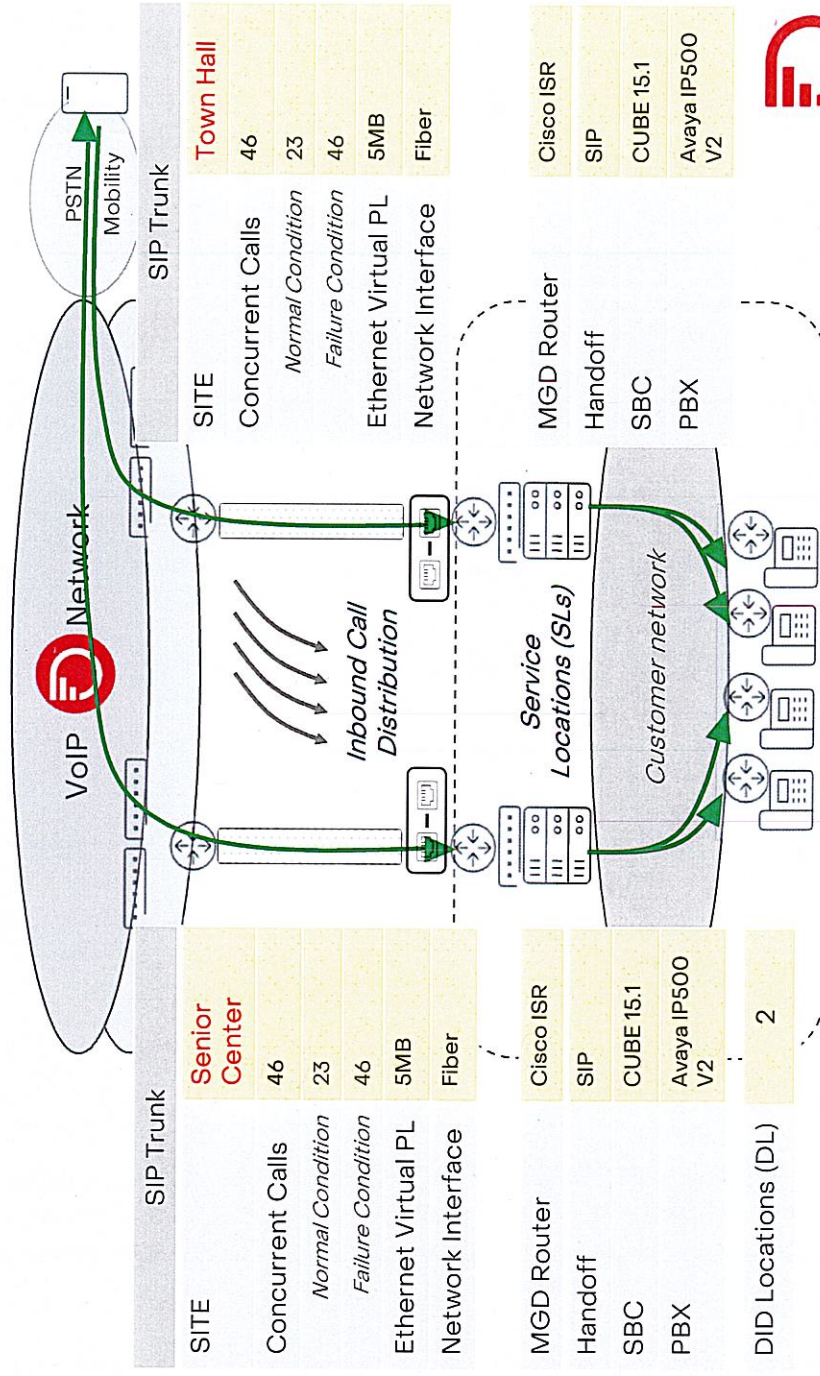
Port Chester - Headquarters

Town of Berlin

Signature: *Gail Arnholdt*
Name: Gail Arnholdt
Title: Senior Account Manager
Date: 10/10/2023

Signature: _____
Name: CTI Group
Date: _____

Frontier | Centralized SIP Trunking –Town of Berlin



SITE Notes:

Trunk Failover for SITE-to-SITE redundancy – ** Both PBX switches to mirror dial-plan for each site.

Call Forward if DID line unavailable – Use the Frontier Admin Portal to configure Call Forward From and To TNs

Proposal for:
Town of Berlin

10/06/2023 QUOTE NUMBER: 00088638

Raymond Vicino

Account Executive II

Phone:

(860) 515-7236

Mobile:

860-515-7236

Email:

raymond.vicino@ftr.com



FRONTIER

Why you should partner with Frontier

Frontier (NASDAQ: FYBR) is more than a technology and communications provider — we're also your partner. We work closely with you to solve real business problems and enhance the way you operate through resources including:

- Flexible equipment options (premise-based, cloud, managed, or hybrid configurations)
- Dedicated enterprise support when you need it most
- Reliable state-of-the-art technology to keep the focus on productivity & cost-effective plans to make the most of every dollar
- Secure connections for your vital information & multisite solutions to seamlessly link different locations
- Strong partnerships with industry-leading equipment manufacturers and specialty solutions providers
- Financing options available to protect your investment against obsolescence, while tailoring your payment scenario to fit your budget

Frontier offers end-to-end data, voice, and video solutions to businesses of all sizes. We're committed to providing next generation technology that's flexible and reliable — ready to grow with your business. And you'll enjoy the convenience of having one single, responsive source for all your communications needs. You can count on the strength and stability of a Fortune 500 company along with the flexibility to deliver on a personal scale. Frontier Business will keep your business connected and running strong.

Choose from our fully integrated product portfolio that includes:

- Ethernet Solutions Dedicated Internet Access
- VoIP (hosted and premise based) Communications & Network Equipment
- Optical Transport Services
- Audio, Web & Video Conferencing Wireless Data Access/Wi-Fi Business Continuity Solutions Business High-Speed Internet Local & Long-Distance Service Managed Services
- Internet & Data Security

Frontier Provides

- State-of-the-art Network
- 24/7 expert tech support
- U.S.-based workforce
- Customized Solutions
- Comprehensive Product Portfolio
- Dedicated Account Executive

Raymond Vicino has created a custom-designed plan based on your needs and budget all backed by our 24/7 expert technical support. Plus, we monitor the Frontier network to ensure that your business communications run without interruption. It's all part of our dedication to helping you succeed.

Quote Number: 00088638

Situation Analysis

Your company's current communications capabilities include:

Based on what we learned from you, your immediate and future communications needs are:

Executive Summary

Our team of Business Specialists is dedicated to gaining a full understanding of your capabilities and challenges. That way, we can custom-tailor a solution that meets your needs and gives you the confidence to move forward.

Our recommendations based on the needs defined above include:

Service Term: 36 Months

Service Location: 33 Colonial Drive, Berlin, CT 06037

Ethernet Service Description	Quantity	MRC	NRC
<u>SIP Trunking</u>	46	\$689.54	\$0.00
<u>DID Number - Included</u>	230	\$0.00	\$0.00
<u>LD Block of Time - Included</u>	1	\$0.00	\$0.00

<u>SIP Network Access</u> Platinum	1	\$0.00	\$0.00
<u>Managed Router</u>	1	\$0.00	\$0.00
<u>Router Installation Charge</u>	1	\$0.00	\$0.00
<u>SIP - International Talk to the World</u>	1	\$4.95	\$0.00
Total:		\$694.49	\$0.00

The services set forth in this proposal will be provided by Frontier Communications and its affiliates (collectively referred to herein as "Frontier"). Frontier does not consider the proposal itself to be a legally binding offer to contract. Pricing contained within this document is budgetary, and a site survey may be required prior to a final quote. This quote is valid for up to thirty (30) days from the date hereof. Taxes and surcharges are not included.

This proposal is confidential and contains proprietary information. The contents contained herein are not to be shared with parties other than the customer and its employees named in this document is confidential and the property of Frontier Communications Corporation Parent, Inc., and its affiliates.

Proposal for:
Town of Berlin

10/06/2023 QUOTE NUMBER: 00088642

Raymond Vicino

Account Executive II

Phone:

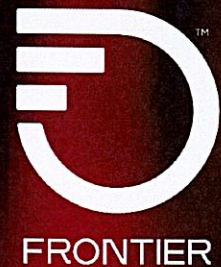
(860) 515-7236

Mobile:

860-515-7236

Email:

raymond.vicino@ftr.com



Why you should partner with Frontier

Frontier (NASDAQ: FYBR) is more than a technology and communications provider — we're also your partner. We work closely with you to solve real business problems and enhance the way you operate through resources including:

- Flexible equipment options (premise-based, cloud, managed, or hybrid configurations)
- Dedicated enterprise support when you need it most
- Reliable state-of-the-art technology to keep the focus on productivity & cost-effective plans to make the most of every dollar
- Secure connections for your vital information & multisite solutions to seamlessly link different locations
- Strong partnerships with industry-leading equipment manufacturers and specialty solutions providers
- Financing options available to protect your investment against obsolescence, while tailoring your payment scenario to fit your budget

Frontier offers end-to-end data, voice, and video solutions to businesses of all sizes. We're committed to providing next generation technology that's flexible and reliable — ready to grow with your business. And you'll enjoy the convenience of having one single, responsive source for all your communications needs. You can count on the strength and stability of a Fortune 500 company along with the flexibility to deliver on a personal scale. Frontier Business will keep your business connected and running strong.

Choose from our fully integrated product portfolio that includes:

- Ethernet Solutions Dedicated Internet Access
- VoIP (hosted and premise based) Communications & Network Equipment
- Optical Transport Services
- Audio, Web & Video Conferencing Wireless Data Access/Wi-Fi Business Continuity Solutions Business High-Speed Internet Local & Long-Distance Service Managed Services
- Internet & Data Security

Frontier Provides

- State-of-the-art Network
- 24/7 expert tech support
- U.S.-based workforce
- Customized Solutions
- Comprehensive Product Portfolio
- Dedicated Account Executive

Raymond Vicino has created a custom-designed plan based on your needs and budget all backed by our 24/7 expert technical support. Plus, we monitor the Frontier network to ensure that your business communications run without interruption. It's all part of our dedication to helping you succeed.

Quote Number: 00088642

Situation Analysis

Your company's current communications capabilities include:

Based on what we learned from you, your immediate and future communications needs are:

Executive Summary

Our team of Business Specialists is dedicated to gaining a full understanding of your capabilities and challenges. That way, we can custom-tailor a solution that meets your needs and gives you the confidence to move forward.

Our recommendations based on the needs defined above include:

Service Term: 36 Months

Service Location: 240 Kensington Road, Berlin, CT 06037

Ethernet Service Description	Quantity	MRC	NRC
<u>SIP Trunking</u>	46	\$689.54	\$0.00
<u>DID Number - Included</u>	100	\$0.00	\$0.00
<u>LD Block of Time - Included</u>	1	\$0.00	\$0.00

<u>SIP Network Access</u> Platinum	1	\$0.00	\$0.00
<u>Managed Router</u>	1	\$0.00	\$0.00
<u>Router Installation Charge</u>	1	\$0.00	\$0.00
<u>SIP - International Talk to the World</u>	1	\$4.95	\$0.00
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COMMUNICATION SYSTEM PREMIER SUPPORT

By this agreement the technical knowledge and skill of our Customer Service Organization is made available to authorized personnel within your organization to assure that your communication systems equipment is kept in efficient operating condition. Our manufacturer certified personnel will perform the following services on the equipment listed below in accordance with the terms and conditions set forth in this document and New Era Technology Support Plans Standard Terms & Conditions posted at http://support.neweratech.cloud/MSG-NE-US-19_CTI_Support_Plans_TandC/

- * Render emergency service calls with 24/7 service coverage
- * Warranty all listed parts
- * Perform periodic inspections

SERVICE TERM BEGINS:

11/01/2023

SERVICE TERM ENDS:

10/31/2026

BILL TO:

 Town of Berlin
 240 Kensington Road
 Berlin, CT 06037
 Brian Freeman

EQUIPMENT LOCATED AT:

 Town of Berlin -
 240 Kensington Road
 Berlin, CT 06037
 Brian Freeman

COMPONENTS	PORTS/QTY	COMPONENTS	QTY	COMPONENTS	QTY
AVAYA SYSTEM: <i>Extended Support</i>		ANCILLARY ITEMS		ANCILLARY ITEMS	
IP OFFICE		UPS (SMALL > 1500)	0	WIRELESS (PER SET)	0
TOTAL SYSTEM PORTS:		UPS (LARGE)	0	PAGING/DOOR PHONE	0
Digital and analog ports within system	487	CONF PHONE (STD)	0		
IP END POINT LICENSES	12	CONF PHONE EXP W/I	0		
STATION EQUIPMENT:					
TELEPHONE SETS	INCL.	CTIQ FOUNDATION MONITORING	0		
		SOFTWARE SUPPORT + UPGRADES - 500V2	0		
VOICE MESSAGING:		SOFTWARE SUPPORT + UPGRADES - MED SVR	2		
VOICE MAIL PRO / EMBEDDED VOICE MAIL	20	SOFTWARE SUPPORT + UPGRADES - LRG SVR	0		
DATA SWITCHES					
		Term/Months	36		
SESSION BORDER CONTROLLER		Type of Plan	Committed		
AVAYA SBC PORTWELL	2	Billing Cycle	Annual		
OTHER:		Annual Price	\$ 13,644.32		
			5% DISCOUNT		
			plus applicable tax		
		Additional locations Included:			

CONTRACT VALID ON NEWLY PROVIDED SYSTEMS AND NEW ERA TECHNOLOGY CERTIFIED PRE-EXISTING EQUIPMENT.

USE OF NON NEW ERA TECHNOLOGY CERTIFIED EQUIPMENT MAY VOID COVERAGE.

CUSTOMER	NEW ERA TECHNOLOGY
X	
ACCEPTED BY	NEW ERA TECHNOLOGY ACCOUNT REPRESENTATIVE
TITLE	DATE
	APPROVED AND ACCEPTED (BY NEW ERA TECHNOLOGY MANAGEMENT)

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: October 12, 2023
SUBJECT: Timberlin Golf Course – Par For the Course Contract

Summary of Agenda Item:

The contract of Remzi Asani and Par For the Course ends December 31, 2023. Sol Guerrero, Director of Golf, recommends the Town Council to authorize the Town Manager to enter into a contract with Mr. Asani for services as the main food and beverage provider for Timberlin Golf Course for the period beginning January 1, 2024 through December 31, 2026, with a Town option to extend the contract for two more years. The new contract is similar to the previous contract. The most obvious changes would be to the yearly rent cost. It has increased 3% from the end rate of last contract and increases 3% each year. The Town has also taken over the yearly fee of propane cost.

Funding:

No Funding Needed

Action Needed:

Move to authorize the Town Manager to enter into a contract with Mr. Asani for services as the main Food and Beverage provider for Timberlin Golf Course for the period beginning January 1, 2024 through December 31, 2026, with a Town option to extend the contract for two more years.

Attachments:

Draft of Contract

Prepared By:

Sol Guerrero, PGA – Director of Golf

A handwritten signature in blue ink, consisting of the letters 'S' and 'G' intertwined within a circular flourish.

CONCESSION AGREEMENT AND LEASE

THIS AGREEMENT, entered into this _____ day of _____, 2023, by and between the TOWN OF BERLIN, a Connecticut municipal corporation, having its territorial limits within Hartford County and the State of Connecticut, acting herein by Town Manager, Arosha Jayawickrema (hereinafter "Town"), and Par For The Course, LLC, a Connecticut limited liability Company having a principal place of business at of 296 Cedar Mountain Road, Thomaston, CT 06787 (hereinafter "Lessee").

WITNESSETH:

ARTICLE ONE

Demise

The Town hereby leases to the Lessee, who upon paying rent and performing all of the terms hereof on his part to be performed shall peaceably and quietly enjoy the leased premises free of interruption by or on account of the Town, the following premises located in the Town of Berlin:

- The entire second floor area of the Timberlin Golf Course Club House at 330 Southington Road, Berlin, Connecticut consisting of (a) Clubhouse 2,021 square feet (b) The tented pavilion area adjacent to the clubhouse consisting of approximately 1,500 square feet and that equipment owned by the Town and supplied to the Lessee for its use as more particularly listed on Schedule A attached hereto (hereinafter the "Premises").
- The Lessee shall also maintain in a clean and orderly manner the 1,500 sq ft of pavilion area adjacent to the clubhouse. This will include: the breakdown and set up of all and tables and chair for all events, the cleaning of the area in and around the tent pavilion before and after each event, along with daily cleaning of the tent pavilion area. All golf related events will supersede any other event the concessionaire may book.

ARTICLE TWO

Term

1. The Term of the Lease shall be from January 1, 2024 through December 31, 2026 with a two year Town option, unless this Agreement is terminated earlier as may be expressly provided in this Agreement.
2. The Lessee has no right or option to renew or extend the Lease period. The Town reserves the right to negotiate with the Lessee or with other vendors at the Town's sole discretion after the termination or expiration of the term of this lease.

ARTICLE THREE

Permitted Uses

1. The Premises shall be occupied and used by Lessee only for restaurant operations or such other uses as may, from time to time, be authorized by the Town in writing, but for no other purposes. "Restaurant operations" shall mean and be limited to:
 - a. The operation of a restaurant or dining room for the service of food and alcoholic beverages;
 - b. the operation of a cocktail lounge or fast bar for the sale and consumption of alcoholic beverages, soft drinks and food;
 - c. the operation of a pavilion tent as a banquet-type facility for the consumption of alcoholic beverages, soft drinks and food;
 - d. the sale of soft drinks and packaged sundry food items from vending machines that may be located at Timberlin Golf Course;
 - e. the sale of hot dogs, hamburgers, beverages from a portable cart(s) or stands(s) located at Timberlin Golf Course; and
 - f. the sale of any and all items customarily sold at retail in restaurants, excluding, however, golf equipment, clothing or other golfing supplies.

Lessee acknowledges that the foremost and primary purpose of the operation of the Premises is to serve the golfers using the facility, and the general public using the Premises as a restaurant facility. The Lessee understands, acknowledges and agrees that Lessee Shall not participate in or conduct a catering business at the Premises. The Lessee is permitted to serve weddings and wedding receptions, groups, clubs, parties and gatherings at the Premises so long as they do not interfere or conflict with golf tournaments, golf outings, service to golfers and service to the general public using the Premises, or prevent the use of the parking areas by golfers and the general public in and

around the Premises. Any non-golf functions must be approved, in writing by Director of Golf, prior to the booking of the event.

During the term of the lease, Lessee shall have the exclusive right to dispense food and/or drinks at Timberlin Golf Course including all vending machines located in and around the building in which the Premises are located.

ARTICLE FOUR

Lessee agrees that its use of the Premises will comply with all present and future laws, ordinances, regulations of the federal, state and local government and their respective agencies, relating to the occupancy or use of the Premises (including, but not limited to, those relating to liquor control, health, safety and fire prevention) and that the Premises shall not be used or allowed to be used for any illegal, unsafe or improper (in the discretion of the Town) purposes. No electronic amusements or games are permitted in the Premises. Exotic and/or nude, or nearly nude entertainment and all pornographic materials are also prohibited from the Premises.

ARTICLE FIVE

Rent

1. Rent

- a. The lease period for year one (1) runs from January 1, 2024 through December 31, 2024. Beginning March 1, 2024, the Lessee shall pay the Town rent and utilities in the amount of \$49,749.00 payable in ten (10) equal monthly installments of \$4,974.90 due on the first day of each month commencing on March 1, 2024 and continuing until December 1, 2024.
- b. The lease period for year two (2) runs from January 1, 2025 through December 31, 2025. Beginning March 1, 2025, the Lessee shall pay the Town rent and utilities in the amount of \$51,241.47 in Ten (10) equal monthly installments of \$5,124.15 due on the first day of each month commencing on March 1, 2025 and continuing until December 31, 2025.
- c. The lease period for year Three (3) runs from January 1, 2026 through December 31, 2026. Beginning March 1, 2026, the Lessee shall pay the Town rent and utilities in the amount of \$52,778.71 in Ten (10) equal monthly installments of \$5,277.87 due on the first day of each month commencing on March 1, 2026 and continuing until December 31, 2026.

- d. The lease period for year Four (4) runs from January 1, 2027 through December 31, 2027. Beginning March 1, 2027, the Lessee shall pay the Town rent and utilities in the amount of \$54,362.08 in Ten (10) equal monthly installments of \$5,436.21 due on the first day of each month commencing on March 1, 2027 and continuing until December 31, 2027.
- e. The lease period for year Five (5) runs from January 1, 2028 through December 31, 2028. Beginning March 1, 2028, the Lessee shall pay the Town rent and utilities in the amount of \$55,992.94 in Ten (10) equal monthly installments of \$5,599.29 due on the first day of each month commencing on March 1, 2028 and continuing until December 31, 2028.
- f. At all times during the term hereof, Town shall furnish water for use under this Agreement.
- g. All rent payments shall be made payable to: "Treasurer, Town of Berlin" without any demand therefore and without any deduction or offset whatsoever in lawful money of the United States, which shall be legal tender at the time of payment and delivered to the Finance Director, Town of Berlin, Town Hall, 240 Kensington Road, Berlin, Connecticut 06037, or at such other place as the Town may, from time to time, direct. A late charge of ten percent (10%) shall be due and payable as additional rent for any rent payments not received by the by the 10th day of each month. Failure to timely pay rent shall be an event of default entitling the Town to its remedies at law, in equity and pursuant to the Agreement. Lessee shall reimburse Town for Town's reasonable attorney's fees and costs arising from or relating to Lessee's default.

2. Additional Rent

If the Premises are open for business between January 1st and February 28th during any year of this lease term the Lessee shall pay rent of \$5000 per month for such monthly periods, which rent shall be paid on a pro-rata per diem basis for any partial months.

3. Expansion

Lessee acknowledges that Town may remodel and expand the Premises at some time during the term hereof. Lessee covenants and agrees that Town shall have the right to enter upon the Premises or any part thereof and to make such alterations, additions, repairs or structural changes as Town shall deem appropriate. Except for emergency repairs, Town will use its best efforts to prevent such alterations, additions, repairs or structural changes being made or effected at such times or in such ways which would materially disrupt Lessee's business at the Premises. Upon completion of said remodeling and/or expansion work, the rent shall be increased or decreased by that amount agreed upon by the parties or, if the parties fail to agree, to that amount determined pursuant to Article Twenty-Eight, infra.

ARTICLE SIX

Hours and Service

Lessee shall provide during the term of this Lease food and beverages, to be available at all hours during which the golf course is open. Lessee shall serve food and beverages of good quality at reasonable prices for the convenience of the public using the Premises.

Lessee agrees to keep the entire Premises clean as more particularly set forth and specified herein, and Lessee agrees to provide a full restaurant menu, to include breakfast, light luncheon, full luncheon and on Thursdays, Fridays and Saturdays, a dinner menu, and to operate the facility at all times in accordance with the following minimum operating hours and standards:

- A. During the golf season, March 1st through December 31th, Lessee shall be open from one-half hour before the golf course is opened for play to one hour after the closing of the golf course or as those hours may be from time to time modified by the Town.
- B. The restaurant shall be open for business throughout the golf season, and, except as otherwise provided, the restaurant shall close no later than 10:00 p.m. The closing of the restaurant means that all food and beverage service operations shall cease. All patrons shall vacate the Premises no later than 10:30 p.m. Lessee reserves the right, however, to adjust the closing time to an earlier hour than 10:00 p.m. as Lessee shall deem appropriate or necessary to establish or maintain the profitability or success of operations of the Premises; but in no event shall the closing time be adjusted to a time earlier than one hour after the closing of the golf course during the period from March

1st through December 31st without prior written consent of the Town. If the Lessee wishes to remain open after 10:00 p.m. for special events, permission must be granted by the Director of Golf

- C. A full restaurant menu, with prices, shall be provided to the Director of Golf for review and approval prior to use of the same. Lessee agrees to serve only food and beverages of good quality in accordance with the standards of a median priced quality family restaurant in Hartford County.

ARTICLE SEVEN **Employees' Service**

- A. Lessee will keep the Premises, including hallways, boiler areas, bathrooms scrupulously neat and clean at all times in accordance with the standards of a quality restaurant in Hartford County. All employees shall be neatly dressed and clean in appearance. Lessee shall provide enough employees to serve all of its patrons with reasonable promptness. Lessee covenants and agrees that it will furnish all labor, services, material, supplies and equipment reasonably necessary to maintain the Premises in a clean, orderly and inviting condition. Lessee shall, at all times, comply with all rules, regulations, ordinances, laws, orders and statutes applicable to the Premises, at Lessee's sole cost and expense.
- B. Lessee shall maintain the tent pavilion in an orderly fashion. Lessee is responsible for the setup, break down and storage of tables and chairs, along with the cleanliness of and surrounding area.
- C. Lessee further agrees that it shall not permit garbage, grease and other refuse to accumulate or to gather in or about the Premises except in suitable covered garbage receptacles which Lessee shall be responsible for keeping clean at all times. Lessee shall be responsible for the storage and removal of grease, at lessee's expense
- D. The Lessee shall supply all equipment and furnishings at its own expense, except for equipment listed in the attached inventory. If the Lessee desired to substitute its equipment for existing Town owned equipment, the Town and Lessee shall negotiate terms and conditions relative to the substitution of the costs relative to the removal, storage, and reinstallation of existing equipment including any cost of renovation to the leased premises. Equipment to be provided by the Lessee shall include, but not be limited to, sound system, televisions, draft system, bar stools/chairs/booths, and computer/register system.

- E. The Lessee shall be responsible for paying directly to a cable Television and internet provider for service.
- F. The Town is responsible for directly paying a propane supplier for the Tent area propane grills.
- G. The Lessee covenants and agrees that it will furnish all labor, services, material, supplies and equipment necessary to maintain the leased premises in a clean, orderly and inviting condition reasonably satisfactory to the standards set by the Central Connecticut health district. It is understood and agreed by the parties, that the Director of Golf or his designee will conduct quarterly inspections of said premises and shall furnish in writing to the Lessee, a list of discrepancies, if any, discovered during said inspections and which discrepancies the Lessee agrees to correct in an expeditious manner. The Lessee further agrees that it shall not permit garbage and other refuse to accumulate or to gather in or about the clubhouse or tent area except in suitable covered garbage receptacles. The Lessee shall be responsible for keeping said receptacles clean at all times. The Leased premises to include, but not limited to, the tent area, and its immediate surrounds including the concrete area surrounding the clubhouse.
- H. Lessee shall secure, at its own expense, and display properly all required permits and licenses.
- I. The Lessee agrees to furnish a MOBILE FOOD CART Minimum Core Hours of the beverage cart will be from Memorial Day Thru Labor Day-Weekdays, from 11AM to 6PM, Weekends and Holidays from 10AM to 6PM plus all hours of tournament/outing play (If requested by tournament). The Lessee must obtain a mobile food cart. It must be insured by the Lessee for physical damage and liability coverages.
- J. The Lessee shall also maintain in a clean and orderly manner the 1,500 sq. ft. of pavilion area adjacent to the clubhouse. This will include: the breakdown and set up of all and tables and chair for all events, the cleaning of the area in and around the tent pavilion before and after each event, along with daily cleaning of the tent pavilion area.

ARTICLE EIGHT
Assignment and Subletting

Lessee shall not assign this Lease or sublet the Premises in whole or in part, nor shall this Lease or the interests created hereby be assigned or transferred by operation of law, without the prior written consent of Town, which consent may be withheld in its sole discretion.

ARTICLE NINE
Events of Default; Right to Repossess Premises.

Each of the following constitutes an event of default:

- A. if Lessee shall fail to pay all or any part of an installment of the rent and utilities or any additional rent or other charges as and when the same shall become due and payable, and such default shall continue for a period of ten (10) days, or
- B. if Lessee shall default in the performance of any of the other terms, covenants or conditions of this Lease and such default shall continue for a period of ten (10) days after notice, or
- C. if any execution shall be issued against Lessee or any of Lessee's property whereby the Premises shall be taken or occupied by someone other than Lessee, or
- D. if Lessee shall fail to take possession of the Premises within ten (10) days after the commencement of the term of this Lease, or
- E. if Lessee shall vacate and abandon the Premises, or
- F. if this Lease or the estate of the Lessee hereunder shall be transferred or pass to or devolve upon another person, firm or corporation, except in the manner provided in this Lease, or
- G. if Lessee shall assign, mortgage or encumber this Lease, or attempt to sublet the whole or any part of the Premises, without the prior written consent of Town, or
- H. if Lessee shall fail to adhere to or abide by any applicable laws, orders, regulations, ordinances or any other undertaking required by this Lease.

In the event of any default hereunder, the Town shall have the right, at Town's option, to terminate this Lease and the term hereof, as well as all the right, title and interest of Lessee hereunder, by giving the Lessee fifteen (15) days' notice in writing of such intention, and upon the expiration of the time fixed in such latter notice, if such default is not cured prior thereto or (except a default for nonpayment of rent or additional rent)

Lessee shall not then be diligently engaged in good faith in prosecuting the work necessary to remove said default or in taking the steps necessary to remedy said default, this Lease and the term hereof, as well as all the right, title and interest of the Lessee hereunder, shall wholly cease and expire in the same manner and with the same force and effect (except as to the Lessee's liability) as if the date fixed by such latter notice were the expiration of the term herein originally granted; and the Lessee shall immediately quit and surrender the Premises to the Town and the Town may enter into or repossess the Premises, either by force, summary proceedings or otherwise. Nothing contained herein is intended to limit or reduce the Town's remedies available pursuant to applicable law.

- I. The Lessee shall provide to the Town an annual financial statement prepared by a Certified Public Accountant covering both the restaurant, snack bar and all related operations. The Lessee shall provide, as a schedule to the income statement, an aged accounts payable report (indicating the amount due creditors on a thirty, sixty, and ninety day and over basis), covering the same period. On or before June 15 of each year, Lessee shall provide to the Town of Berlin a twelve-month year-end reviewed financial statement prepared by a Certified Public Accountant and a copy of its Federal tax return, covering the restaurant, grill room, snack bar and related operations for the previous year. Failure to provide this tax information will result in a \$500.00 per month penalty until the financial statement is filed. In addition to the above, Lessee shall provide to the Town of Berlin with a copy of its monthly sales tax forms within fourteen days after the filing date. All financial reports, including stock inventory, shall be open for inspection by the Town of Berlin upon reasonable notice. In addition, The Town of Berlin, at its own expense, shall have the right no more than one time per year to audit the books and records of Lessee with reference to the restaurant business conducted at the premises. All reports are to be submitted to the Town of Berlin Finance Director.

The right granted to the Town in this Lease to terminate this Lease shall apply to any extension or renewal of the term hereby granted, and the exercise of any such right by the Town during the term hereby shall terminate any extension or renewal of the term hereby granted and any right on the part of the Lessee thereto.

In case of any default, by either party, termination, reentry, expiration and/or dispossession by summary proceedings or otherwise,

- A. The rent shall become due thereupon and be paid up to the time of such termination, reentry, dispossession or expiration, together with any expenses incur for legal

expenses, attorneys' fees, brokerage and/or putting the Premises in good order or for preparing the same for re-rental;

- B. Town shall make reasonable efforts to relet the Premises or any part of parts thereof, either in the name of Town or otherwise, for a term or terms, which may, at Town's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant any concessions or periods rent free it deems reasonably necessary; and
- C. Lessee or the legal representatives of Lessee also shall pay Town as liquidated damages for the failure of Lessee to observe and perform said Lessee's covenants herein contained, any deficiency between (i) the rent hereby reserved and agreed upon and (ii) the net amount, if any, of the rents collected on account of the lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. In computing such liquidated damages there shall be added to the said deficiency such expenses as Town may incur in connection with reletting, such as legal expenses, attorneys' fees, brokerage and for keeping the Premises in good order or for preparing the same for reletting. Any such liquidated damages shall be paid in monthly installments by Lessee on the rent day specified in this Lease any suit brought to collect the amount of the deficiency for a certain month or months shall not prejudice in any way the rights of Town to collect the deficiency for any subsequent month or months by a similar proceeding. Town, at its option, may make such reasonable alterations, repairs, replacements or decorations in the Premises as Town considers advisable and necessary for the purpose of reletting the Premises, and the making of such alterations and/or decorations shall not operate or be construed to release Lessee from liability hereunder as aforesaid. The failure of Town to relet the Premises or any part thereof shall not release or affect Lessee's liability for damages hereunder nor shall Town in any event be liable in any way whatsoever for failure to relet the Premises. In the event of a breach or threatened breach by Lessee of any of the covenants or provisions hereof, Town shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not herein provided for.

Mention in this Lease of any particular remedy shall not preclude Town from any other remedy, in law or in equity. All rent (basic or additional) or other payments payable by Lessee under this Lease shall bear interest at eighteen (18%) percent per annum from their due date. Town shall not be required to accept any payment unless any interest and/or late charges due thereon is simultaneously paid, neither shall any acceptance by Town of any

rent or other payment constitute a waiver or release of other claims or a bar or defense to any prior or existing default of Lessee.

ARTICLE TEN

Security Deposit

Lessee shall deposit with Town, cash in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to be held by Town as security for the full and faithful performance by Lessee of all of the terms, conditions covenants and agreements contained in this agreement, including the agreement to pay fixed rent, the receipt of which is hereby acknowledged by Town. This cash shall be deposited in a non-interest bearing account. If Lessee shall be in default of any terms, conditions, covenants and agreements in this Lease, Town may, after notice and the expiration of applicable grace periods, if any, at its option, apply said security deposit and interest to the balance due as a result of the default. If there be no such default, Town shall upon expiration of the term herein provided, return said security deposit to lessee within (30) days of termination of the lease, conditioned upon a satisfactory inspection by Town of the Premises and leased equipment.

ARTICLE ELEVEN

Furnishings

Lessee shall furnish all additional equipment, including, but not limited to, dishes, utensils, and other equipment and items necessary for the proper operation of a median priced, quality family restaurant in Hartford County, including drapes and/or shades for the window. Lessee shall have use of any warranties and/or guarantees that come with the equipment leased from Town shown. Lessee agrees to obtain maintenance contracts, if available, on Town's equipment leased to Lessee at his sole cost and expense. Lessee shall otherwise be responsible for upkeep, including routine repairs and maintenance of Town's equipment leased to Lessee.

ARTICLE TWELVE

Insurance by Town

The Town shall procure and keep in force, fire and extended insurance upon the building in which the Premises are located and its equipment and fixtures. If the Premises shall be partially damaged by fire or other casualty, but such damages to Premises does not render fifty percent (50%) or more of the floor area of the Premises unfit for the purposes for

which the Premises are intended to be used, the same shall be repaired as speedily as is practicable at the expense and direction of Town, and Town shall receive all insurance proceeds payable by reason of such fire or other casualty. Should the damage be so extensive as to render fifty percent (50%) or more of the Premises unfit for the purposes for which the Premises are intended to be used, the rent shall cease until such time as the same shall be repaired and in such event Town shall receive all insurance proceeds under policies maintained by Town payable by reason of the fire or other casualty and shall at its sole costs repair the Premises as quickly as due diligence will permit. If the Premises shall not be rendered Lesseeable and return to substantially their condition prior to the date of loss within one hundred eighty (180) days of the date of loss, at the option of Lessee, this Lease shall terminate upon written notice by Lessee to Town effective as of the date of loss.

Notwithstanding anything herein contained to the contrary, in the event of total destruction of the Premises, Town shall receive all proceeds payable by reason of such fire or casualty under such insurance policies as are maintained and paid for by Town, the rent and this Lease shall thereupon terminate effective as of the date of destruction and Lessee shall vacate the Premises.

ARTICLE THIRTEEN **Lessee's Insurance Obligations**

- A. Fire Insurance. Lessee shall procure and keep in force fire and extended coverage insurance upon its leasehold improvements, furniture, fixtures and equipment to their full insurable value and shall furnish Town with evidence that coverage has been procured and is being maintained in full force. The Town shall be named as additional insurer/additional loss payee.
- B. Liability Insurance. Lessee shall procure and maintain for the life of the Lease, \$1,000,000.00 per occurrence BI/PD and \$2,000,000.00 aggregate Comprehensive General Liability coverage written on an occurrence basis. The limits can be obtained through the use of primary or umbrella/excess insurance or any combination thereof. Said insurance shall cover losses caused to the Golf course arising out of or in connection with activities on the Premises.
- C. Town shall be named as an additional insured/additional loss payee

- D. Dram Shop Insurance. Lessee shall procure and maintain for the life of the Lease, "DRAM SHOP ACT" insurance in an amount equal to the statutory limit (Connecticut General Statutes Section 30102).
- E. Workers' Compensation Insurance. Lessee shall procure and maintain for the life of the Lease, Workers' Compensation and Employer's Liability coverage designed to indemnify all Lessee's employees in the event of occupational injury and/or disease. The coverage shall be minimally provided and arranged following the State of Connecticut Statutory form.
- F. Plate Glass Insurance. In addition, Lessee shall procure and maintain for the life of the Lease, insurance for all outside plate glass in the Premises on a replacement value basis. Lessee shall be responsible for maintaining the required insurance coverage in force for the life of the Lease with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut.
- Lessee shall not commence operations under the terms of this Lease until he has obtained the insurance coverage required by this Lease, and has filed Certificates of Insurance on same with Town, and Town has approved the Certificates of Insurance and the represented coverage.
- Each insurance policy shall contain an endorsement naming Town as an additional insured, and an endorsement providing a 60-day advance notification to Town in the event of any material change, modification, cancellation, or non-renewal of insurance coverage. Lessee will use its best efforts to obtain a waiver of subrogation in each of said policies.

ARTICLE FOURTEEN

Lessee's Indemnity

Lessee shall indemnify, defend and hold harmless Town, and its appointed or elected officers, officials, directors, employees, agents, volunteers, workers, commissioners and any affiliated, associated or allied entities and/or bodies of, or as may be participated in by Town, or as may now or hereinafter be constituted or established from and against any and all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expense (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (a) Lessee's use of the Premises or conduct of business therein, (b) any work or thing whatsoever done, or any condition created (other than by Town, its employees, agents or contractors) by or on behalf of the Lessee in or about the Premises,

including during the period of time, if any, prior to the term commencement date, that Lessee may have been given access to the Premises for the purpose of doing any work or making any installations, (c) any condition of the Premises due to or resulting from any default by Lessee in the performance of Lessee's obligations under this Lease, or (d) any act, omission or negligence of Lessee or its agents, contractors, employees, sub Lessees, licensees or invitees. In case any action or proceeding is brought against Town by reason of any one or more thereof, Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall resist such action or proceeding if Town shall so request, at Lessee's expense, by counsel reasonably satisfactory to Town.

ARTICLE FIFTEEN
Lessee's Maintenance

Lessee shall keep clean and maintain in reasonably good condition the Premises, and Leased Equipment, Schedule A, and shall pay for all non-structural repairs, replacements and upkeep, except as may otherwise be provided in this Lease. Lessee shall keep all walk areas in and around the Premises clean and clear of debris, snow, ice and any other hazard that could foreseeably cause injury.

ARTICLE SIXTEEN
Town's Maintenance

Town shall maintain in good condition and repair during the term of the Lease the building in which the Premises are located, driveways, parking areas and walkways, heating, plumbing, electrical and air conditioning and sewerage systems covered by this Lease, except as otherwise set forth herein. Town shall keep all driveways, parking areas clean and clear of ice and snow.

ARTICLE SEVENTEEN
Signage

Lessee may erect one or more signs in size, design and shape in such locations as meet the approval of the Town which approval shall not unreasonably be withheld or delayed, subject, however, to the requirements of any local zoning, planning and sign requirements.

ARTICLE EIGHTEEN
Lessee's Alterations

Except as otherwise provided in this Lease, Lessee shall have the right to make only such alterations, additions or structural changes, by himself or by engaging outside contractors,

in or to the Premises with the prior approval in writing by Town, which approval shall not be unreasonably withheld or delayed.

Lessee covenants and agrees that all alterations, additions, or leasehold improvements in or to the Premises made by him, excepting therefrom only movable business furniture, equipment and trade fixtures, shall become the property of Town, and shall be surrendered with the Premises at the end or other termination of this Lease, and any subsequent option or renewal period thereto, it being understood and agreed that any damage caused by the removal of such movable fixture shall be repaired by the Lessee at his expense.

ARTICLE NINETEEN **As-Is Condition**

Lessee represents that Lessee has inspected the Premises and is thoroughly acquainted with its condition and takes the Premises "as is," and the taking of possession of the Premises by Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition at the time possession was taken by Lessee. Neither Town nor Town's agents have made any representations or promises with respect to the condition of the Premises or any other matter or thing affecting or related to the Premises except as herein expressly set forth, and no rights, easements or licenses are acquired by Lessee by implication or otherwise except as expressly set forth in this Lease.

ARTICLE TWENTY **Liquor Permit**

Lessee shall obtain a liquor permit within 45 days of the signing of the Lease. Lessee shall also comply with all State laws and regulations, and Town ordinances, including zoning regulations, governing the sale of alcoholic beverages. It is understood and agreed that if the Lessee fails to obtain a liquor permit within 45 days of signing this lease or if said permit shall be revoked or suspended for a period of more than thirty (30) days by said Liquor Control Commission at any time during the term of this Lease, then Town and Lessee shall each have the option to terminate this Lease upon written notice in accordance with Article Thirty-Two, infra. If either shall so exercise this option, this Lease shall thereupon expire, and terminate, Lessee shall immediately vacate the Premises, and Lessee covenants to and does hereby waive notice of every kind and description which were it not for such waiver might otherwise be necessary in obtaining possession of the Premises and

Town shall be entitled to, and Lessee shall pay to Town, three (3) months' rent as liquidated damages therefor.

ARTICLE TWENTY-ONE

Nondiscrimination

Lessee, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. This action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Lessee agrees to post in conspicuous places available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

ARTICLE TWENTY-TWO

Non-Waiver

It is agreed that if Town fails to demand strict performance of the covenants, agreements and conditions contained in this Lease, or if it shall fail to exercise any option herein conferred in any one or more instances, such failure shall not be construed as a waiver or relinquishment of any right to claim for damages if the same shall exist nor as a waiver or relinquishment for the future of the right to demand performance of the same, but such covenants, agreements, conditions or options shall be and remain in full force and effect.

ARTICLE TWENTY-THREE

Lessee's Insolvency

Lessee covenants and agrees that if a bankruptcy petition is filed by or against it, or if a receiver shall be appointed to take charge of its business and property, in whole or in part,

or through voluntary or involuntary proceedings, or if any assignment is made by it for the benefit of creditors, then upon the happening of any such event, all installments of rent for the entire leasehold period shall become due and payable at the option of Town. Upon demand of Town, Lessee shall surrender complete and peaceable possession of the Premises waiving all other notice of every kind or description, but this provision shall not be construed so as to prevent Town from recovering damages which it may sustain for failure on the part of Lessee to perform any of the covenants, agreements or conditions in this Lease he agreed to be performed.

ARTICLE TWENTY-FOUR

Prejudgment Remedy, Redemption, Counterclaim and Jury Trial

Lessee, for itself and for all persons claiming through or under it, hereby acknowledges that this Lease constitutes a commercial transaction as such term is used and defined in §52-278a et seq. of the Connecticut General Statutes, Revision of 1973, and hereby expressly waives any and all rights which are or may be conferred upon Lessee by said Act to any notice or hearing prior to a prejudgment remedy, and by any present or future law to redeem the Premises, or to any new trial in any action or ejection under any provisions of law, after reentry thereupon, or upon any part thereof, by Town, or after any warrant to dispossess or judgment in ejection. If Town shall acquire possession of the said premises by summary proceedings, or in any other lawful manner without judicial proceedings, it shall be deemed a reentry within the meaning of that word as used in this Lease. In the event that Town commences any summary proceedings or action for nonpayment of rent or other charges provided for in this Lease, Lessee shall not interpose any counterclaim of any nature or description in any such proceeding or action. LESSEE AND TOWN BOTH KNOWINGLY AND INTENTIONALLY WAIVE A TRIAL BY JURY OF ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS, UNDER OR CONNECTED WITH THIS LEASE, OR ANY OF ITS PROVISIONS.

ARTICLE TWENTY-FIVE

Notice of Lease

Town and Lessee hereby agree to execute a notice of lease at the time of execution of this Lease for recording in the Land Records of the Town of Berlin.

ARTICLE TWENTY-SIX

Golf Commission Rules

Lessee shall comply with all rules and regulations of the Town's Golf Commission and Town's Town Manager concerning the operation of the Premises and golf course as said regulations presently exist and all future regulations not in conflict with the terms of this Lease.

ARTICLE TWENTY-SEVEN

Except for summary process eviction proceedings and the terms of Article Twenty-Six, all controversies, disagreements, rent increase amounts or threatened breaches, arising under this agreement or relating to the construction, enforcement, or application hereof, shall be submitted to arbitration at the nearest office of the American Arbitration Association according to the rules and regulations of that Association. The arbitration shall be conducted at Berlin, Connecticut. The arbitrators shall be authorized to award the costs and expenses of arbitration to the prevailing party or to equitably allocate such costs and expenses and to settle the dispute. Judgment on an arbitration award may be entered in any court of competent jurisdiction.

ARTICLE TWENTY-EIGHT

Non-Liability of Town

Town shall not be liable to Lessee, or to Lessee's agents, representatives, invitees or employees for any injury to, or death of any of them or of any other person or for any damage to any of Lessee's property or losses of revenue, caused by any third persons in the maintenance, construction or operation of the Premises, its appurtenances, facilities and equipment, or caused by any third persons using the golf course or its appurtenances, facilities and equipment, whether the injury, death or damage is due to negligence or otherwise. Third persons as used here shall include the United States of America and State of Connecticut or any of their agencies, but shall not include the Town.

Under no circumstances shall the Town be liable to Lessee for consequential, incidental, punitive or exemplary damages. Lessee agrees that it will not hold Town liable for any latent defect in the Premises or in the building of which the Premises form a part and that Town shall not be liable for any failure of water supply, heat or electric current nor for any injury or damage to persons or property caused by fire or by the elements or by other persons in the building or from gas, electricity, water, rain, snow, dampness or from pipes, appliances, or plumbing unless the same be caused or resulted from Town's negligence, or the negligence of its agents, invitees or representatives. However, the parties hereto acknowledge that Lessee will not be able to operate its business in the event of any failure of water supply, heat, gas or electric current, and therefore any such failure lasting more

than forty-eight (48) hours shall be grounds for a pro-rata reduction of the monthly rent for that period.

Town shall not be liable for any damage to property of Lessee or of others located on the Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise.

ARTICLE TWENTY-NINE

Non-Joint Venture

It is mutually understood and agreed that nothing contained in this Lease and agreement is intended, or shall be construed, as in any way creating or establishing the relationship of copartners or joint ventures between the parties or as constituting the Lessee as the agent or representative of the Town for any purpose or in any manner. Lessee is and shall at all times be deemed an independent contractor.

ARTICLE THIRTY

Inurement

This instrument shall be binding upon and shall inure to the benefit of the parties and their respective successors, legal representatives and assigns. This paragraph shall not be deemed to authorize Lessee to make an assignment of its interest in this Lease except as expressly provided for above.

ARTICLE THIRTY-ONE

Headings for Convenience Only

Any descriptive headings appearing in this Lease and agreement are for convenience only, and are not to be construed either as part of the terms and conditions or as any interpretation of them.

ARTICLE THIRTY-TWO

Notices

Any notice which may be or is required to be given pursuant to this lease shall be deemed to be sufficiently given if personally delivered or sent by U.S. Certified Mail, with return receipt and postage prepaid, and addressed as follows:

TOWN: Town of Berlin
 C/O Town Manager
 240 Kensington Road
 Berlin, CT 06037

LESSEE: Par For The Course, LLC
296 Cedar Mountain Road
Thomaston, CT 06787

ARTICLE THIRTY-THREE
Entire Agreement

This Lease, with the schedules annexed hereto, contain the entire agreement between the parties, and any executory agreement hereafter made between the parties shall be ineffective to change, modify, waive, release, discharge, terminate, or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing and signed by the parties.

ARTICLE THIRTY-FOUR
Severability

If any term or provision of this Agreement shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected hereby, and the balance of the terms and provisions of this Agreement shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

ARTICLE THIRTY-FIVE
Exclusivity

The Town will not permit any person other than the Lessee to engage and will not itself engage in a restaurant business in competition with the Lessee during the Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

TOWN OF BERLIN

By: _____

Its

LESSEE:

Par For the Course, LLC

By Remzi Asani, member

PERSONAL GUARANTY

The undersigned individual expressly, irrevocably and unconditionally agrees in his individual capacity to guarantee all the obligations of the aforementioned lease, including costs of collection and attorney's fees in the event of a default on the part of the Lessee. The undersigned further waives the right to a trial by jury and waives any and all rights to any hearing required for prejudgment remedies by the Connecticut General Statutes Section 52-278a, et. seq., as well as the right to request a bond pursuant to P.A. 93-431 Section 2 in the event that litigation is commenced for the collection of any debt under said lease or enforcement of any of the provisions of said lease.

SIGNATURE: _____ WITNESS: _____
(Print Name)

Social Sec. No.: _____