

The Town Council will meet in person. Due to the COVID-19 pandemic and in accordance with applicable Executive Orders by Governor Lamont, no public will be allowed to attend in person at this meeting. The Town Council invites the public to join the meeting by clicking on the following link or by phone. Please see the following information:

Meeting number (access code): 132 766 8738

Meeting password: Council (2686245 from phones and video systems)

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Dial 1327668738@webex.com

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TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, November 10, 2020
Remote
7:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. PRESENTATION OF PROCLAMATION Public Health Thank You Day
- E. AUDIENCE OF CITIZENS
- F. MEETING AGENDA – Immediately Following the Audience of Citizens

G. CONSENT AGENDA:

1. Topic re: Approve acceptance of a donation of a \$20 gift certificate to Central Pizza from the Noyes Family. The gift certificate will be used as a prize for the Berlin Parks and Recreation Department's 16th annual Scarecrow Contest. – Parks and Recreation
2. Topic re: Accept monetary donations totaling \$4,705.56 for the Berlin Peck Memorial Library and deposit \$4,655.56 into the library agency account for the purchase of books and materials in memory of Joseph Pandolfo, the Value Line database and for the purchase of large print books and deposit \$50.00 into the children's donation account for children's and teen services and move to accept the donation of books and DVDs, with an estimated value of \$96.96 to be added to the appropriate department collections. – Berlin-Peck Memorial Library
3. Topic re: Accept the donation of \$50.00 and appropriate the funds to the DARE Operating Materials Expenditure Account. – Police Department

H. NEW BUSINESS:

1. Topic re: Authorize the Town Manager to sign a three-year contract (Sept 1, 2020 – Sept 1, 2023) with Dr. Stanislaw Chorzepa to serve as Physician of Record for the Town and Board of Education. – Fire Marshal
2. Topic re: Waive the bidding requirement for the purchase of both absentee and election ballots from Adkins printing as directed by the Secretary of State's Office for a total amount not to exceed \$18,000 for the fiscal year 2020/2021, since this is in the best interest of the town. - Registrar of Voters
3. Topic re: Utilize State of Connecticut Engineers Contract for On Call Services OC-DCS-MEP-0050 and approve the proposal from Consulting Engineering Services of Middletown, CT in the amount of \$16,000 for design and engineering services related to the Fire Alarm System Replacement at Richard D. Hubbard School. - Facilities
4. Topic re: Authorize the extension of Contract #2019-04 for the snow plowing of Town streets, to Earth Contractors, of Kensington, at the rate of \$200.00 per hour for the primary vehicle, and \$175.00 per hour for the spare vehicle for services rendered through April 30, 2021. – Public Works
5. Topic re: Authorize the extension of Contract #2019-05 for the snow plowing of Cul-de-Sacs and Misc. Areas to Staxx Construction Services of Berlin at the rate of \$145.00 per hour, and Rogan Enterprises, LLC of Berlin at the rate of \$160.00 per hour for services rendered through April 30, 2021. – Public Works
6. Topic re: Adopt the attached resolution to update the authorization for the Town Manager to submit a grant application and enter into necessary agreements and documents to secure the grant or amendments thereto regarding a \$750,000 grant for the planning and design of a Senior and Community Center, subject to the review and approval of Corporation Counsel. – Economic Development

7. Topic re: Authorize the Town Manager to enter into a forbearance agreement with Real Property Acquisition LLC and Connecticut Sand and Stone Corporation for a period from December 1, 2020 to November 30, 2021 in exchange for a payment of \$4,500 per month during the extension period, subject to the review and approval of Corporation Counsel. – Economic Development
8. Topic re: Authorize the Town Manager to enter into a contract amendment with Newport Realty Group LLC concerning the sale of 861, 889, 903 and 913 Farmington Avenue whereby concrete from foundations on 889 Farmington Avenue will remain on 889 Farmington Avenue for Newport to crush and reuse on the site, fill that was removed from along Farmington Avenue for the sewer replacement work will be moved to 889 Farmington Avenue for use as fill, and fill removed from the significant environmental hazard area on the Connecticut Department of Transportation parcel that connects the Boulevard to the Train Station parking area will be placed under the future engineered control liner to be installed at 889 Farmington Avenue, subject to the review and approval of Corporation Counsel. – Economic Development
9. Topic re: Waive the bidding process and authorize the Town Manager to enter into a contract with Loureiro Engineering to provide services related to management and close out of the Significant Environmental Hazard on the property owned by the Connecticut Department of Transportation that will accommodate part of the Boulevard at its connection to the Train Station parking lot to for a fee not to exceed \$5,900 that will be paid from the Farmington Ave. Development (non grant) account as this is in the best interest of the Town. Also waive the bidding process and authorize the Town Manager to enter into a contract with WMC Engineering to provide services related to preparation of concept plans for parcel Map 9-2, Block 76, Lot 75A for a fee not to exceed \$3,500 that will be paid from the Farmington Ave. Development (non grant) account number as this is in the best interest of the Town. – Economic Development
10. Topic re: Approve a tax abatement for 47 Northampton LLC for the purchase and renovation of 816 Four Rod Road of 50% in year 1, 40% in year 2, and 30% in year 3 per the town's tax abatement policy. – Economic Development

I. TOWN MANAGER'S REPORT:

J. SPECIAL COMMITTEE REPORTS:

K. COUNCILORS' COMMUNICATION:

L. ACCEPTANCE OF MINUTES: October 20, 2020

M. ADJOURNMENT

**A PROCLAMATION
ON 2020 PUBLIC HEALTH THANK YOU DAY**

WHEREAS, the American Public Health Association has nationally proclaimed November 23, 2020 as Public Health Thank You Day, and

WHEREAS, this provides the Town an opportunity to recognize the public health workers, who labor tirelessly every day to make our community safer and healthier, be it tracking infectious disease outbreaks, mass influenza vaccinations, preparing for natural disasters, or assuring safe food and drinking water; and

WHEREAS, the Town of Berlin, together with its neighboring towns of Rocky Hill, Newington, and Wethersfield receives high quality public health service through its regional health department, the Central Connecticut Health District, now in its 25th year of service; and

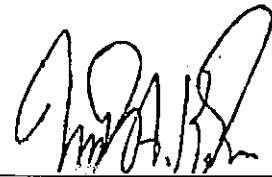
WHEREAS, the Director of Health and his staff have provided extraordinary assistance to Town leadership; municipal departments; first responders; our school district; local businesses; and the public in navigating the COVID-19 pandemic; and

WHEREAS, this special day also provides us an opportunity to thank them, not only for what they do, but for the dedication, commitment, skills and empathy they bring to these efforts.

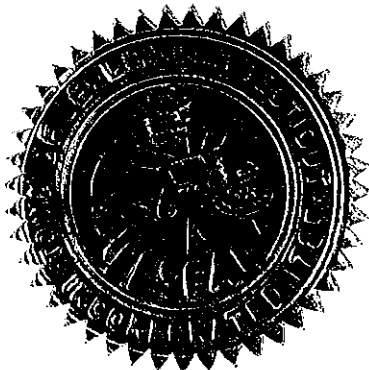
NOW, THEREFORE, I, Mayor Mark Kaczynski, do hereby proclaim
November 23, 2020 as
Public Health Thank You Day

in Berlin, Connecticut. I encourage all our citizens to join me in this celebration and in acknowledging the critical role our public health workers play in prevention and in helping our community to achieve and maintain good health, particularly during this extraordinary and challenging time.


Signed this 10th day of November, 2020



Mark Kaczynski, Mayor



Agenda Item No. Consent 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager 
DATE: October 9, 2020
SUBJECT: Donation to the Berlin Parks and Recreation 16th annual Scarecrow Contest

SUMMARY:

The Berlin Parks and Recreation Commission at its meeting on Thursday, October 8, 2020 recommended accepting a donation from the Noyes Family of a \$20 gift certificate to Central Pizza to be used as the prize for the Berlin Parks and Recreation Department's 16th annual Scarecrow Contest.

The Berlin Parks and Recreation Commission is requesting Berlin Town Council approval of this recommendation.


ACTION NEEDED

Move to approve acceptance of a donation of a \$20 gift certificate to Central Pizza from the Noyes Family. The gift certificate will be used as a prize for the Berlin Parks and Recreation Department's 16th annual Scarecrow Contest.

ATTACHMENTS:

None

PREPARED BY:

Debbie Dennis, Superintendent of Recreation 

Consent
Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: November 2, 2020

SUBJECT: Accept Library Donations

SUMMARY:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	48.25	Lib. Agency Acct.	In memory of Joseph Pandolfo	Daniel Babcock
	50.00	Lib. Agency Acct.	In memory of Joseph Pandolfo	Carmen and Linda Guzzardi
	100.00	Lib. Agency Acct.	In memory of Joseph Pandolfo	Angela and Marshall Atwater
	50.00	Lib. Agency Acct.	In memory of Joseph Pandolfo	Robert and Julia Natrass
	20.00	Lib. Agency Acct.	In memory of Joseph Pandolfo	Joseph and Rosanne Golino
	23.97	Lib. Agency Acct.	In memory of Joseph Pandolfo	Antionietta Carreira
	193.90	Lib. Agency Acct.	In memory of Joseph Pandolfo	Louis Maconi
	23.97	Lib. Agency Acct.	In memory of Joseph Pandolfo	Alison Bossie
	48.25	Lib. Agency Acct.	In memory of Joseph Pandolfo	Thomas Truong
	23.97	Lib. Agency Acct.	In memory of Joseph Pandolfo	Wilson Flores
	48.25	Lib. Agency Acct.	In memory of Joseph Pandolfo	Martyn Crook
	25.00	Lib. Agency Acct.	In memory of Joseph Pandolfo	Richard and Rita Bonczek
	50.00	Children's Donations	for children's and teen services	Mary Healey
	2,000.00	Lib. Agency Acct.	for large print books	The Vance Foundation
	2,000.00	Lib. Agency Acct.	for Value Line database	Mr. Bernard Stankevich
	4,705.56			
Equip/Merch	27.00	Books	add to collection	Various
	69.96	DVDs	add to collection	Various
	96.96			

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

ACTION NEEDED:

Move to accept monetary donations totaling \$4,705.56 for the Berlin Peck Memorial Library and deposit \$4,655.56 into the library agency account for the purchase of books and materials in memory of Joseph Pandolfo, the Value Line database and for the purchase of large print books and deposit \$50.00 into the children's donation account for children's and teen services and move to accept the donation of books and DVDs, with an estimated value of \$96.96 to be added to the appropriate department collections.

ATTACHMENTS:

None

PREPARED BY:

Helen Malinka, Library Director

Consent

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager 

DATE: October 28, 2020

SUBJECT: Donation for DARE Program

Summary of Agenda Item:

The Police Department has received a \$50.00 donation to the DARE program.

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the DARE Operating Materials Expenditure Account # 130.15.1532.0.53219.00000.

Action Needed:

Move to accept the donation of \$50.00 and appropriate the funds to the DARE Operating Materials Expenditure Account.

Attachments:

None

Prepared By: 
Deputy Chief Chris Ciuci

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: November 2, 2020

SUBJECT: Authorize the Town Manager to sign Physician of Record contract

Summary of Agenda Item:

The current Physician of Record for the Town and BOE is Dr. Stanislaw P. Chorzepa. The current contract expired on September 1, 2020. During the month of September 2020, the Town posted a Request for Proposal (RFP) for physician of record services for the period of September 1, 2020(retroactively) – September 1, 2023. Dr. Chorzepa was the only respondent to the RFP.

Currently, the retainer fee, which will be \$25,000 is split evenly between the Town and the Board of Education for physician services. These services support Town and BOE employee screenings (including pre-employment testing), physicals for the Police, Board membership with the VNA, workers compensation managed care provider, Town and BOE medical advisor and on-site physician services at BHS football games (required by the CIAC).

Action Needed:

Authorize the Town Manager to sign a three-year contract (Sept 1, 2020 – Sept 1, 2023) with Dr. Stanislaw Chorzepa to serve as Physician of Record for the Town and Board of Education.

Attachments:

RFP

Prepared By:

Steven Waznia, Fire Marshal

S.W.

Steve



TOWN OF BERLIN, CONNECTICUT

ATTACHMENT B: PROPOSAL FORM

Physician of Record

BID #2021-05

Pursuant to and in full compliance with the RFP, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, conditions, requirements contained in the documents, including addenda, which are made part of this proposal.

Pricing:

Lump Sum Annual Rate as outlined in the RFP:

\$ 25,000

Please attach Hourly Rate/Expense Schedule with Description for any additional/related services

10/8/2020
Date

[Signature]
Signature

Stanislaw P. Chorzepa, D.O.
Printed Name, Title

Stanislaw P. Chorzepa, D.O., LLC
Company Name

211 New Britain Rd, Ste 103
Address Berlin, CT 06037

860-893-0300
Telephone

office email administrator@drchorzepa.com

E-mail address practicemgr24@yahoo.com

drchorzepa &
practicemgrs
email



TOWN OF BERLIN, CONNECTICUT

ATTACHMENT A: PROPOSER'S STATEMENT OF REFERENCES
Physician of Record
BID #2021-05

Provide at least three (3) references:

1. BUSINESS NAME Select Physical Therapy
ADDRESS 211 New Britain Rd, Ste
CITY, STATE Berlin CT 06037
TELEPHONE: 860-827-1333
INDIVIDUAL CONTACT NAME AND POSITION Robert Becker, Physical Therapist

2. BUSINESS NAME Anton Berger, M.D.
ADDRESS 211 New Britain
CITY, STATE Berlin, CT 06037
TELEPHONE: 860-223-6989
INDIVIDUAL CONTACT NAME AND POSITION Anton Berger, physician owner

3. BUSINESS NAME John Harbut, M.D.
ADDRESS 25 Clinton St.
CITY, STATE New Britain CT 06053
TELEPHONE: 860-223-4146
INDIVIDUAL CONTACT NAME AND POSITION John, physician owner
PR Aliya Harbut, physician co owner

Statement of Qualification/Interest

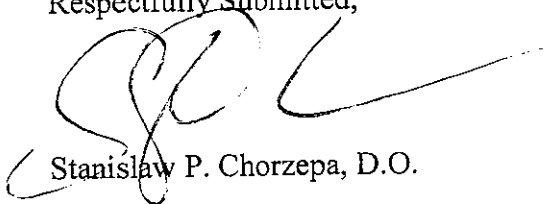
Over the last nine years, I have proudly served as the Physician of Record for Berlin, CT. I feel that over this period of time, I have gained valuable insight into the needs and requirements of the position. I am by virtue of this experience, as well as my overall work experience serving the people of this community for over 17 years, well qualified to serve in this capacity. As an internist, I perform on a typical workday many of the required functions of this position. My daily schedule includes performing work, school and DMV physicals and working with Worker's Compensation cases. I am therefore, a Certified Medical Examiner on the National Registry for Federal Motor Carrier Safety Administration. Furthermore, I see a diverse population of patients of both genders, all races, ages and ethnic groups and have a reputation for being a physician that can relate easily to all. I do have many patients that utilize visiting nurse services and am quite familiar with the needs of the population that the Berlin Nursing Department serves, and feel that I have cultivated a good relationship over the years with the Department Staff and Administration since serving on the Board. As a community physician who has a substantial population of older and/or chronically ill patients, I feel my experience and knowledge serves me well to consult with the nurses on the care of the more complicated and chronically ill population that is often their mainstay. I feel that I have developed an excellent relationship with the nurses at the various schools in town and feel that they are comfortable contacting me whenever they need to. Also, being the father of two teenaged and two adult children, I understand the needs that this demographic has medically and emotionally as they grow as I have already gone through this twice and am currently doing so personally. I feel that ability to relate means that that I can work well to support the individuals who serve youth: school nurses, athletic trainers, school psychologists, etc. Also as the father of 4 multi-sport athletes, I understand the sports medicine aspect of this position well. I feel that working with the Athletic Trainers and coaches for Berlin in the last nine years has helped me develop solid and respectful relationships. And as a resident and fan, I find attending Berlin Football games an enjoyable part of the position.

I am confident in my ability to perform all functions listed in your description and believe that this position is a good match for my clinical expertise and interests. I further believe that the quality of care provided by myself as well as the camaraderie and teamwork of my office staff means that our patients, including Town of Berlin employees, will feel comfortable and will get the highest quality of care. Recently our office went through the process of recredentialing as a Patient Centered Medical Home (PCMH) for 2020 and in November, will be pursuing credentialing for 2021. PCMH certification is an

intensive process that initially took over a year to complete, and after the initial 3 year certification takes many hours and reports proving that we provide the highest caliber of coordinated care to our patients possible. So far, the National Committee on Quality Assurance(NCQA) has agreed and certified us with extremely high scores. Patients of PCMH providers are believed to have their health better managed and generally report greater overall satisfaction. It is our concern for our patients, the quality and coordination of their care, and the customer service experience that motivates us and to achieve a Level III PCMH Certification is proof of our commitment.

I believe the quality of care, our commitment to a very high level of service, as well as the atmosphere in our office appeals to and serves the Town of Berlin's needs. I would like to continue the relationship and continue to build on it as we progress over the contract period. We have always been flexible with the delivery of medical services to the Town of Berlin, as long as they were within medico-legal, ethical and medical quality standards. We commit to continue to be flexible with the services rendered to the Town of Berlin and have open dialogues as to the requirements and needs of all involved. We commit to continue to work hard to meet your needs and are always open to any comments, complaints or critiques and will work toward resolving any issues or inadequacies in a satisfactory manner. Communication is key to good health AND good relations.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'SPC', written over a horizontal line.

Stanislaw P. Chorzepa, D.O.

OFFICE STAFF AND THEIR BACKGROUND

Janina Chorzepa – Ms. Chorzepa has been an employee of this office since its' opening in 2003. She serves as Bookkeeper, Billing Manager and Practice Manager. She holds a Master's Degree in Health Care Policy and Management from the University of Southern Maine. Her main responsibility on this project will be billing and administrative work. She is the main contact for all things which are not clinical in nature. Ms. Chorzepa has a completely clean criminal record.

Justyna Adamczyk- Ms. Adamczyk has been an employee of this office for the last 9 years. She received her education at Tunxis Community College in the area of Medical Assisting. She is currently pursuing a degree in nursing from Goodwin College. She is the Front Office Manager and assists in overseeing front office operations. In Ms. Chorzepa's absence she is in charge of all matters. She generally serves as a Medical Receptionist and Medical Assistant, which means of course that she multi-tasks and assists in various areas including working with insurers, other offices for referrals, patients, etc. She assists Dr. Chorzepa in performing EKGs, spirometry testing, as well as doing patient intake, involving medical/social history from patients seen in our office. Ms. Adamczyk has a completely clean criminal record.

Aleksandra Dziubek- Ms. Dziubek has been an employee of this office since September 2020. She is attending Tunxis Community College in the area of Office Administration. She serves as the office's primary Medical Receptionist. She assists when needed and doubles as a Medical Assistant, since our office is completely cross trained in all aspects, all staff can help patients with most matters. She assists Dr. Chorzepa in performing EKGs, spirometry testing, as well as doing patient intake, involving medical/social history from patients seen in our office. Ms. Dziubek has a completely clean criminal record.

Magdalena Koziol- Ms. Kopec has been an employee of this office since August 2015. She currently attends Tunxis College. She assists in several capacities, serving as a Medical Receptionist, Medical Assistant and Billing Assistant. Since she is cross trained as most of our staff to assist with patient care, she also assists Dr. Chorzepa in performing EKGs, spirometry testing, as well as doing patient intake, involving medical/social history from patients seen in our office. Ms. Koziol has a completely clean criminal record.

Anita Kupiec- Ms. Kupiec has been a part time employee of this office since May 2019. She is attending Central CT State University in the area of General Studies. She is the primary Medical Assistant and Care Coordinator for patient care services. She assists the Medical Receptionist as needed since our office since as stated our office is completely cross trained in all aspects, so that all staff can help patients with most matters but everyone does have their own area of expertise. She assists Dr. Chorzepa in administering EKGs, spirometry testing, as well as doing patient intake, involving medical/social history from patients seen in our office. Ms. Maleczek has a completely clean criminal record.

Stephanie Bruzas- Ms. Bruzas has been a part time employee of this office since late September 2020. She is a graduate of UCONN in Biology and is trying to decide whether she would like to pursue a nursing degree and is working here part time as a medical assistant. She is in the process of learning the role of a Care Coordinator for patient care services. She assists the Medical Receptionist as needed since as stated our office is completely cross trained in all aspects, so that all staff can help patients with most matters. She assists Dr. Chorzepa in administering EKGs, spirometry testing, as well as doing patient intake, involving medical/social history from patients seen in our office. Ms. Bruzas has

a completely clean criminal record.

Although all staff may assist with this contract, should we get it, the primary contacts would be **Janina Chorzepa and Justyna Adameczyk**, medical staff assisting would **depend on the schedule** since all other staff work 15-30 hours besides Ms. Chorzepa and Ms Adameczyk.

FEE SCHEDULE

- \$25,000 Yearly Rate for Physician of Record Services for Town of Berlin: payable in quarterly installments of \$6250
- \$175 All pre-employment physicals consist of comprehensive review of history, systems and physical exam as necessary to determine work fitness. CDL physicals also include in office urinalysis as required by DOT/CDL.
- \$120 Any office visit for a problem or issue that is not a physical, in addition to any required testing as required, meaning if patient comes for problem visit that is not Worker's Compensation related nor a pre-employment physical.

Associated Testing Services:

- \$25 Basic PPD Screening
- \$45 EKG as recommended part of yearly physical according to AMA guidelines especially for physically strenuous jobs;
- \$45 Spirometry if required or requested.
- \$50 Basic Audiometry as required by Police Department subcontracted with Kensington Hearing Services located within our office building, across the hall from us.
- \$85 Tetanus, Diptheria and Pertussis vaccine required for everyone every 10 years (especially since most jobs have potential for cuts resulting in infection and thereby it is a recommendation for all during a physical (Newest Medical Standard (for several years now is Tdap, no longer straight Tetanus, which includes Tetanus, Diptheria and Pertussis protection). One every 10 years.
- \$100 Hepatitis Vaccine and Administration of vaccine as required by OSHA and AMA Standards. A series of 3 is medical standard on a specific schedule.

Lab Work is subcontracted to Quest Diagnostics located across the street at 320 New Britain Road, Berlin, CT. Unfortunately since there are no local competitors we have little negotiating power. We do however try to negotiate fees in exchange for not sending patients out of area for blood tests. Unfortunately, we cannot guarantee rates or any changes in rates. If that is not amenable, we suggest contacting them separately to negotiate but unfortunately other than labs outside this area, meaning you must drive at least 15 minutes out to Middletown, Hartford, Waterbury or elsewhere to find competing labs, there is no competitor locally and so we have no negotiating power. That was not true in the past but in the last 3-5 years, Quest has become the sole laboratory, ie a monopoly.

Doctor Chorzepa, based on age of patient and medical criteria uses his discretion to order lab tests that are necessary.

Our office does not perform any cardiology testing other than EKGs, but we have a relationship with a Cardiology practice approximately 2 miles down the road, Lexington Cardiology which has negotiated reasonable rates as needed. Also for radiologic procedures, if ever required, we subcontract with Starling Radiology.

All billing can continue, if desired, to be done directly through us for any of the subcontracted services, ie laboratory, radiology or specialty care, since that makes it easier for the Town to receive one invoice for all services. We will pay all subcontractors and then bill the Town of Berlin, which includes Kensington Hearing Services and Quest Diagnostics and any other required providers of specialty care. Billing schedule can be negotiated but has been quarterly to semi-annual in the past.

Stanislaw P. Chorzepa, D.O.

211 New Britain Road, Suite 103

Kensington, CT 06037

(860) 893-0300

E-mail: practicemgr24@yahoo.com

WORK HISTORY

- 2003-PRESENT Internal medicine practice as a solo physician with a wide variety of ages represented.
- 2002-6/2003 Worked as on-call physician at New Britain General Hospital for Attending Staff and Emergency Room Coverage while working on setting up my solo practice

INTERNSHIP/RESIDENCY

- 1999 – 2002 Internal Medicine
Primary Care Internal Medicine Program
University of Connecticut/Capital Health Consortium
Sites: New Britain General Hospital, New Britain, CT
University of Connecticut Health Center, Farmington, CT
Burgdorf Health Center/St. Francis Hospital, Hartford

EDUCATION

- 1995 - 1999 Doctor of Osteopathic Medicine
University of New England College of Osteopathic Medicine
Biddeford, ME
- 1989 - 1991 Bachelor of Science in Biology
Northwest Missouri State University
Marysville, MO

- CERTIFICATION:** Internal Medicine Board Certified, October 2012, (10 year certification)
National Registry of Certified Medical Examiners(DOT Certification), 2014(10 yr certification)
Patient Centered Medical Home Certification/Recognition, 2017-Initial
Certification: Level III
Recertified by NCQA in 2020 as Level III PCMH

PROFESSIONAL AFFILIATIONS:

American Medical Association
CT State Medical Association
Board Member, Medical Professional Services-An Independent Physician Organization

PERSONAL:

Married to wife, Nina for 29+ years
Four children: Adrianna, Christopher, Natalia, Katrina
Languages: Fluent in Polish, Rudimentary Russian
Resides in Berlin, CT

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: October 28, 2020

SUBJECT: Request to Waive the Bidding Process for printing Ballots

Summary of Agenda Item:

As the Council is aware, this was an election cycle that the state has not experienced before. The Registrars of Voters were directed by the Secretary of State's Office to purchase 100% of their election ballots and absentee ballots from an approved list of only two vendors for the November election. Adkins Printing was the one chosen by their office. Adkins is familiar with Berlin having Board of Education candidates on the ballot every year. The company is in New Britain which is very convenient if more ballots were needed. The cost of the absentee ballots and the poll ballots for the August Primaries and the November Election is close to \$15,000. The absentee ballots and poll ballots will still be needed for the Referendums in April and May 2021. The Registrars did not realize the final cost of the ballots for both the absentee ballots and the poll ballots until they received the invoice. The Registrars of Voters is asking the Town Council to waive the bidding process for Adkins Printing for a total not to exceed \$18,000 from account number 001.05.0510.0.53201.00000 for the fiscal year 2020/2021.

Action Needed:

Move to waive the bidding requirement for the purchase of both absentee and election ballots from Adkins printing as directed by the Secretary of State's Office for a total amount not to exceed \$18,000 for the fiscal year 2020/2021, since this is in the best interest of the town.

Attachments:

None

Prepared By:

Christy Miano, Registrar of Voters CM
Joan Veley, Registrar of Voters



TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: October 27, 2020

**SUBJECT: Design and Engineering Services for the Fire Alarm System
Replacement at Richard D. Hubbard School**

Summary of Agenda Item:

The Fire Alarm System at Richard D. Hubbard School is 30 years old with parts becoming obsolete and costly to repair. In Fiscal Year 21 funding has been allocated for the design and replacement of the system in the Unexpended Education Funds account 500.35.3561.0.54000.01733. The first phase of the project is to engineer and design a code compliant system that can be bid for construction. Consulting Engineering Services of Middletown, CT has provided a proposal in the amount of \$16,000 utilizing their State of Connecticut Engineers Contract for on Call Services number OC-DCS-MEP-0050.

Action Needed:

Move to utilize State of Connecticut Engineers Contract for On Call Services OC-DCS-MEP-0050 and approve the proposal from Consulting Engineering Services of Middletown, CT in the amount of \$16,000 for design and engineering services related to the Fire Alarm System Replacement at Richard D. Hubbard School.

Attachments:

CES Proposal
Certificate of Sufficiency of Funds

Prepared By:
Douglas Solek, Director of Facilities





November 26, 2019

Doug Solek
Town of Berlin
240 Kensington Rd
Berlin, CT 06037

Re: Hubbard Elementary School – Fire Alarm Renovation

Dear Doug,

We are very pleased to have this opportunity to provide to you this proposal for professional engineering services. It is our understanding that the project is best described as the complete removal and replacement of the existing Simplex fire alarm system at Hubbard Elementary School, which is approximately 51,000 square feet.

To complete this work, the following items shall be considered as our “Scope of Services” (hereinafter called the “Project”) and will be provided by our firm.

SCOPE OF SERVICES -- INCLUDED

1. Initial Investigation:
 - A. We will field survey the existing facility to determine the existing condition of the fire alarm system. We will prepare demolition plans showing the general location and layout of the existing fire alarm equipment.
2. Contract Documents: We will prepare Contract Documents that shall illustrate the installation of the following systems. These documents will be completed so that the owner can present them to contractors for bidding purposes.
 - A. Electrical Systems
 - 1) We will utilize the existing electrical service within the building to provide power to any additionally required equipment for the fire alarm system.
 - 2) We will prepare plans and specifications for the installation of a new addressable fire alarm system to meet the specific code requirements. The fire alarm system will consist of a new main control panel, annunciator panel(s), transponder panel(s), addressable devices, etc.
 - B. We will prepare a probable order of magnitude cost of construction for the work outlined in this proposal.
 - C. We will attend periodic progress job meetings with the owner's representative, on an as-needed basis, for coordination and progress review.
 - D. We will expect AutoCAD compatible drawing files, from your office, for the work within our Scope of Work.

3. Bid Period and Construction Administration Services: We will provide the following bid period and construction administration services:
 - A. Answer questions during the bid period and issue necessary addenda.
 - B. Shop Drawing review and comment.
 - C. Attend periodic job site visits to observe the progress of construction. We will be limiting the quantity of job site visits to 4 meetings. Construction administration job site visits, which are above and beyond the stated number of visits, will be charged out at the hourly rate of the specific employees attending the meeting.
 - D. Prepare a punch list field observation to confirm that the contractor has completed the necessary work.
 - E. Evaluate applications for payment on a periodic basis.

SCOPE OF SERVICES -- EXCLUDED

It is our understanding that the following items, in general, are not required by us and have therefore been excluded from our "Scope of Services". Any of these items can be added to our Scope of Services if you so desire.

1. We will not be providing engineering services or contract documents for the mechanical systems, plumbing systems, electrical systems, exterior site lighting or interior lighting systems.
2. We will not be providing engineering services or contract documents for a fire protection system, including sprinklers and standpipe risers.
3. We will not be providing multiple sets of review documents for coordination, milestone reviews, inspection agency reviews, submission set reviews, etc. At each review stage we will be providing a single reproducible set of our contract documents. We will not be providing the final printing of the bid documents. Only internal in-house progress printing is included within our fees. Any additional sets of documents will be considered to be a reimbursable expense.
4. We will not provide commissioning services.

SCHEDULE FOR COMPLETION OF SCOPE OF SERVICES

It is very important that we meet your schedule, and provide to you the project in a timely manner. We would therefore suggest that the following Schedule be established to complete our services on the project. The actual completion dates will be established based on the receipt date of your acceptance of this proposal.

1. Schematic Submission	4 weeks
2. Design Development Submission	4 weeks
3. <u>Final Contract Documents</u>	<u>4 weeks</u>
Total time frame	12 weeks

FEES FOR SCOPE OF SERVICES

To complete the Professional Services required for the Project, we propose the following lump sum fees:

1. Design Development	\$ 7,250.00
2. Final Contract Documents	\$ 5,000.00
3. <u>Construction Administration</u>	<u>\$ 3,750.00</u>
Total Lump Sum Fee	\$ 16,000.00

BILLING TERMS FOR SERVICES RENDERED

CES, Inc. shall invoice monthly for all services rendered, as a percentage complete of overall scope, and shall include reimbursable expenses monthly. Invoices shall be generated by the end of each month, and shall be directly mailed to the accounts payable department (or other entity assigned). Invoices are due and payable upon receipt.

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER

Finally, we have attached to this Scope of Services our “Standard Form of Agreement Between Client and Engineer” that details specific contractual items. Please review this carefully and acknowledge your acceptance of our “Standard Form of Agreement Between Client and Engineer” by signing the last page of the document and returning one copy to our office. Once we have received the signed copy of the Standard Form of Agreement Between Client and Engineer, we will consider this to be your acceptance of this “Scope of Services” and “The Standard Form of Agreement Between Client and Engineer”. This shall constitute as our notice to proceed on the Project.

Thank-you very much for the opportunity to provide you with this proposal. In the meantime, if we can be of any assistance to you, please feel free to call.

Sincerely yours,

CONSULTING ENGINEERING SERVICES, INCORPORATED

Douglas S. Lajoie

Douglas S. Lajoie, PE
Vice President

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER (version 2.1c)

Consulting Engineering Services, Inc. (Identified as "CES, Inc." throughout this document) shall perform the services outlined in this agreement for the stated Fee Arrangement.

Access to Site

Unless otherwise stated, CES, Inc. will have access to the site for activities necessary for the performance of the services, CES, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage, unless otherwise agreed upon.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses are in addition to the Scope of Services Fee Arrangement. Reimbursable expenses include: Portal to Portal mileage at the published Internal Revenue Service standard mileage rate for business use, toll charges: travel expenses, car rentals, plane charges and hotel accommodations: FedEx, UPS, etc. mailing charges. Photos for recording project conditions. Printing of contract documents inclusive of drawings and specifications

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and CES, Inc. may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoices. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay cost of collection, including reasonable attorney's fees.

Indemnifications

The Client shall indemnify and hold harmless CES, Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except CES, Inc.) or anyone for whose acts any of them may be liable.

Hidden Conditions

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If CES, Inc. has reason to believe that such a condition may exist, CES, Inc. shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition, and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) CES, Inc. has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and CES, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, CES, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of \$50,000.00, the amount of CES, Inc.'s fee (whichever is lesser) or other amount agreed upon when added under Special Conditions. Such causes, include, but are not limited to CES, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay CES, Inc. for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by CES, Inc. under this agreement shall remain the property of CES, Inc. and may not be used by this Client or anyone else for any other endeavor without the written consent of CES, Inc.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of CES, Inc.

CLIENT

CES, INC. PRINCIPAL-IN-CHARGE

DATE

DATE



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 27-Oct-20

Purchase Item or Contract: Design and eng. serv. - Hubbard Fire Alarm		Requested by: Doug Solek	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Design and Engineering Services - Hubbard Fire Alarm System	\$16,000.00	\$16,000.00
			-
			-
			-
			-
TOTAL			\$16,000.00

Account No. 500.35.3561.0.54000.01733 Unexpended Education Funds

Budgeted Amount.....	\$437,562.73	Available balance.....	\$387,924.53
Encumbrances to Date.....	\$8,750.00	Amount Needed for This Package.....	\$16,000.00
Expenditures to Date.....	\$40,888.20	Available Balance After Purchase.....	\$371,924.53

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:

Doug Solek
Finance Director or Assist.Finance Director

☐ 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

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: November 3, 2020

SUBJECT: Snow Plowing of Town Streets - Contract No. 2019-04 Extension

SUMMARY:

The Public Works Department is preparing for the snow plowing of town streets for the winter season. Earth Contractors of Kensington was awarded the original contract (#2019-04), and has committed to holding their rates at \$200.00 per hour for the 2020/2021 winter season for the primary vehicle, and \$175.00 per hour for spare vehicles. According to Staff, Earth Contractors responded in both a timely and responsible manner each and every time their services were previously requested under this contract. Staff are requesting Town Council to approve extending Contract # 2019-04 through the end of the 2020/2021 Winter Season.

Due to the uncertainty of predicting the use of this on-call contract during the up-coming season, we cannot accurately estimate the contract's total value. Funding for payment will be provided from Account No. 001.20.2037.0.53604.00000 (Highway Truck Rental), which is currently budgeted at \$40,000.00.

ACTION NEEDED:

Move to authorize the extension of Contract #2019-04 for the snow plowing of Town streets, to Earth Contractors, of Kensington, at the rate of \$200.00 per hour for the primary vehicle, and \$175.00 per hour for the spare vehicle for services rendered through April 30, 2021.

ATTACHMENTS:

Letter of Extension

PREPARED BY:

Michael S. Ahern, P.E., Director of Public Works

MSA



EARTH CONTRACTORS 445 Southington Road, Kensington, CT 06037 • (860) 828-1677

10/29/2020

To whom it may concern:

Earth Contractors is prepared to extend the terms of the Street plowing contract to include the 2020-2021 plowing season. The original bid number was 2019-04.

Thank You

Andy Hrubiec

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: November 3, 2020

SUBJECT: Snow Plowing of Town Cul-de-Sacs/Misc. Areas -
Contract No. 2019-05 Extension

SUMMARY:

The Public Works Department is preparing for the snow plowing of Cul-de-Sacs and Misc. Areas for the winter season. The companies who were awarded work under Contract # 2019-05 have committed to holding their existing rates; Staxx Construction Services of Berlin at the rate of \$145.00 per hour, and Rogan Enterprises, LLC of Kensington at the rate of \$160.00 per hour. Due to the number of snow plowing districts, Staff recommend continuing to retain both Staxx Construction and Rogan Enterprises to perform the work.

Both Contractors responded in both a timely and responsible manner during previous work under this contract. Based upon their past performance, Staff is requesting Town Council to approve extending Contract # 2019-05 for both Contractors through the end of the 2020/2021 Winter Season. Due to the uncertainty of predicting the use of this on-call contract during the winter, we cannot accurately estimate the contract's total value. Funding for payment will be provided from Account No. 001.20.2037.0.53604.00000 (Highway Truck Rental), which is currently budgeted at \$40,000.00.

ACTION NEEDED:

Move to authorize the extension of Contract #2019-05 for the snow plowing of Cul-de-Sacs and Misc. Areas to Staxx Construction Services of Berlin at the rate of \$145.00 per hour, and Rogan Enterprises, LLC of Berlin at the rate of \$160.00 per hour for services rendered through April 30, 2021.

ATTACHMENTS:

Letters of Extension

PREPARED BY:

Michael S. Ahern, P.E., Director of Public Works

MSA



To Whom it may Concern,

I, Jennie Scofield, owner of Staxx Construction Services LLC would like to extend my snow removal contract with the Town of Berlin for another year. I will also continue to honor the current pricing of \$145 per hour.

For any further questions or concerns you can contact me at (860)797-1136.

Thank you

Jennie Scofield, Owner
Jennie Scofield
Staxx Construction Services LLC



To whom it may concern;

Rogan Enterprises L.L.C agrees to plow 55 cul-de-sacs at the same rate as in the 2019 – 2020 snow season for the upcoming 2020 – 2021 snow season.

Best regards,

Brian & David Rogan

Brian – 860.690.9799

Dave – 860.690.4998

roganenterprises@comcast.net



A handwritten signature in black ink, appearing to read "David P. B.", followed by a long horizontal line.

Rogan Enterprises LLC
775 High Road
Berlin CT. 06037

Town of Berlin
240 Kensington Road
Berlin CT. 06037

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: October 15, 2020
SUBJECT: Re-authorization for the Town Manager to Sign the Senior/Community Center Grant Agreement

Summary of Agenda Item:

The Town entered into agreements to obtain a \$750,000 State of Connecticut Department of Mental Health and Addiction grant for the planning and design of a senior/community center. The contract term expired so a new contract is needed. Therefore, the Town Council needs to approve the attached resolution to update its authorization for the Town Manager to enter into necessary agreements and documents to secure the grant or amendments.

Actions Needed:

Move to adopt the attached resolution to update the authorization for the Town Manager to submit a grant application and enter into necessary agreements and documents to secure the grant or amendments thereto regarding a \$750,000 grant for the planning and design of a Senior and Community Center, subject to the review and approval of Corporation Counsel.

Attachments:

1. Resolution.

Prepared By:

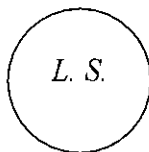
Chris Edge, Economic Development Director
Jim Mahoney, Economic Development Coordinator

RESOLUTION

I, *(Kate Wall)*, of ***the Town of Berlin***, a Connecticut corporation (the “Contractor”), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the *(Berlin Town Council)* duly held and convened on *(Date of Meeting)*, at which meeting a duly constituted quorum of the *(Berlin Town Council)* was present and acting throughout and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect:

RESOLVED that the ***Town Manager Arosha Jayawickrema***, is empowered to enter into and amend contractual instruments for the Berlin Senior and Community Center Project in the name and on behalf of this Contractor, and to affix the corporate seal.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Contractor this _____ day of _____, 2020.



(Signature of Secretary or Clerk)

***INSTRUCTIONS FOR PREPARATION OF
AUTHORIZATION OF SIGNATURE
(CORPORATE RESOLUTION)
DOCUMENT***

1. Print the Resolution form on the Contractor's letterhead stationery.
2. Names and signatures on the Resolution must match those on the Acceptances and Approvals page of the budget and contract.
3. Signatures must match the printed names.
4. The text must be neatly printed or typed – no erasures, strike-outs, or white-out.
5. The Contractor's governing body (e.g., Board of Directors, Town/City Council) must officially meet in accordance with its bylaws and empower the Signatory (person signing the Acceptance & Approvals form) ***by name and title*** to enter into contracts with the State of Connecticut Department of Social Services. The date of this meeting is the effective date of the Resolution.
6. The Signatory signs and dates the Acceptance & Approvals form ***on or after both*** the effective date of the Resolution ***and*** the date of adoption of the Nondiscrimination statutes.
7. The Board Secretary or City/Town Clerk then signs and dates the bottom of the Resolution ***on or after*** the date the Signatory signs the Acceptances and Approvals page.

The resolution must be sealed. If a corporate seal is not available, the letters "L.S." must be printed after the Secretary/Clerk's signature, and the words "No seal available" must be printed at the bottom of the Resolution

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: October 28, 2020

SUBJECT: Authorization for the Town Manager to Enter into an Extension to the Forbearance Agreement regarding the Connecticut Sand & Stone Corporation Properties

Summary of Agenda Item:

There is a significant tax delinquency with respect to the "Connecticut Sand and Stone Corporation" properties in the vicinity of New Britain Road. The Town has entered into a forbearance agreement and extensions to the forbearance agreement with respect to these properties whereby the Town has agreed not to foreclose on the property in exchange for receipt of monthly payments toward the back taxes and interest that is owed to the Town. The extension to the forbearance agreement is now scheduled to expire on November 30, 2020. The project depends on approval of the State Department of Energy and Environmental Protection (DEEP) to allow the use of treated soils as fill and there is not presently a regulatory path that would allow such approval. The Connecticut General Assembly is now considering alternatives for legislative changes that may allow such soil reuse. Given the regulatory uncertainty, Real Property Acquisition LLC and Connecticut Sand and Stone Corporation request to extend the forbearance agreement to end November 30, 2021 with a continuation of the current monthly payment of \$4,500 for the balance of the term of the agreement. These payments will again be applied to real property taxes and interest on past due taxes in the manner as prescribed by Connecticut General Statutes. Staff recommends approval of an extension to the forbearance agreement to November 30, 2021 with a monthly payment of \$4,500.

Actions Needed:

Move to authorize the Town Manager to enter into a forbearance agreement with Real Property Acquisition LLC and Connecticut Sand and Stone Corporation for a period from December 1, 2020 to November 30, 2021 in exchange for a payment of \$4,500 per month during the extension period, subject to the review and approval of Corporation Counsel.

Attachments:

1. Forbearance agreement.
2. Statement of back taxes.

Prepared By: Chris Edge, Economic Development Director
Jim Mahoney, Economic Development Coordinator

CE

FOURTH FORBEARANCE AGREEMENT

THIS FOURTH FORBEARANCE AGREEMENT ("Agreement") is entered into this ____ day of November 2020 by and among **REAL PROPERTY ACQUISITION LLC**, a Delaware Limited Liability Company, (hereinafter "Purchaser"), **CONNECTICUT SAND & STONE CORPORATION**, a Connecticut Corporation, (hereinafter "Seller") and the **TOWN OF BERLIN, CONNECTICUT** (hereinafter "Town").

RECITALS

WHEREAS, Seller and Purchaser are parties to that certain Agreement of Purchase and Sale, dated February 2, 2017, as amended (as amended, the "P&S Agreement"), pursuant to which Seller has agreed to sell and Purchaser agreed to buy certain real property described on Schedule A attached hereto (the "Property").

WHEREAS, in consideration of Extension Payments being made by the Purchaser, the Purchaser and Seller have agreed to extend the Inspection Period to November 30, 2021 as provided in in the P & S Agreement.

WHEREAS, the Seller owes the Town of Berlin certain delinquent real property taxes, late fees and interest thereon in connection with the Property, as described herein.

WHEREAS, Seller and Purchaser have requested that the Town forbear from enforcing its rights to collect real property taxes or to sell the rights to collect the taxes in order to afford the Seller and Purchaser time to complete the purchase and sale contemplated by the P&S Agreement.

WHEREAS, pursuant to a Forbearance Agreement among the parties dated June 27, 2018, the Town was paid the sum of \$6,000 a month on the 5th day of each month through and including November 5, 2018, which sums were to be applied against the Real Property Taxes as defined and provided therein.

WHEREAS, pursuant to a Second Forbearance Agreement among the parties dated June 20, 2019, the Town was paid the sum of \$6,000 a month on or about the 5th day of each month through and including November 5, 2019.

WHEREAS, pursuant to a Third Forbearance Agreement among the parties dated June 20, 2019, the Town was paid the sum of \$4,500 a month on or about the 5th day of each month through and including November 30, 2020.

WHEREAS, the Second Forbearance Agreement will soon expire and the parties would like to extend the arrangement as provided herein.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual promises herein set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser.

1. The parties acknowledge that the indebtedness of the Seller, projected to be due and outstanding to the Town as of November 1, 2020 as follows: Real property taxes due the Town of Berlin on the List of October 1, 2007 through the List of October 1, 2020 totaling \$_____ (plus any taxes and interest that accrues subsequent to October 27, 2020). The total due on real property taxes to the Town of Berlin including lien fees and interest is \$_____, as described in more detail in Schedule B attached hereto (the "Real Property Taxes").

2. The Town agrees to forbear from collection of said Real Property Taxes and to forbear from the sale of its rights to collect said Real Property Taxes for the period from the date of execution of this Agreement to November 30, 2021, subject to the express conditions set forth below and reliance upon the following covenants and representations of the Seller and Purchaser set forth in this Agreement.

3. The parties acknowledge that upon the expiration of the forbearance term, the Town can proceed with its legal and equitable claims to collect the then current indebtedness of the Seller, with respect to real property taxes due to the Town of Berlin on the "Property".

4. In consideration of the Town's forbearance, as described herein, Seller and/or Purchaser shall on the 5th day of each month thereafter, commencing December 5, 2020 and through and including November 5, 2020, Seller and/or Purchaser shall pay the sum of \$4,500.00 to the Town of Berlin Tax Collector to be applied toward the Real Property Taxes in the manner as prescribed by Connecticut General Statutes. The Seller shall make these payments from the aforesaid Extension Payments as directed by the Purchaser. The failure to pay the sums due and payable to the Town pursuant to this paragraph 4 when due, if not fully cured within ten (10) days of written notice thereof from the Town to Seller and Purchaser, shall be a default of this Agreement and the Town shall, without further notice, have the right to pursue collection of the Real Property Taxes in accordance with the Connecticut General Statutes.

5. Notices required, permitted or desired to be given under this Agreement shall be deemed to have been properly given if (i) delivered by hand, facsimile or email during normal business hours (i.e. a Monday through Friday which is not a federal or state holiday for the recipient from 9:00 AM to 5:00 PM), (ii) by overnight courier; or (iii) if deposited with the United States Postal Service, postage prepaid, by priority mail with delivery confirmation or by registered or certified mail with receipt requested, in each instance:

(a) If to the Town:

Town of Berlin
ATTN: Town Manager
240 Kensington Road
Berlin, CT 06037
Facsimile: (860) 828-7068

and

Jeffrey M. Donofrio, Esq.
Ciulla & Donofrio, LLP
127 Washington Avenue
North Haven, CT 06473
Tel.: (203) 239-9828
eMail: JDonofrio@cd-llp.com

(b) If to the Purchaser:

Real Property Acquisition, LLC
c/o Clean Earth, Inc.
ATTN: Scott A. Miller
58 North Washington Street
Plainville, CT 06062
Facsimile: (203) 757-4933
eMail: smiller@cleaneearthinc.com

With a copy to:

Carmody, Torrance, Sandak & Hennessey, LLP
ATTN: Michael P. Sweeney, Esq.
707 Summer Street
Stamford, CT 06901
Facsimile: (203) 325-8608
eMail: msweeney@carmodylaw.com

(c) If to the Seller:

Connecticut Sand & Stone Corporation
c/o Law Offices of Robert A. DeFrino LLC
100 Trumbull Street #506
Hartford, CT 06103
Facsimile: (888) 391-6210
eMail: rdefrino@HartfordCTlaw.com

6. Seller and Purchaser represent, acknowledge and affirm that the Town does not waive or diminish any of its rights in connection with collection of the Real Property Taxes and interest on the Real Property Taxes or any future taxes that may come due except as set forth herein.

7. This Agreement and the transaction contemplated hereby, when executed, constitute a valid and binding obligation of the parties hereto.

8. Seller and Purchaser represent there are no actions, suits or proceedings of any nature pending or to the knowledge of the parties threatened against or affecting the Purchaser or Seller which would prevent them from entering into this Agreement.

9. This Agreement may be executed in counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered, including delivery by facsimile, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed and delivered by all the parties hereto. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

10. In the event the Purchaser or the Seller fail to make the payments described herein, this Agreement shall be null and void and the obligation to forbear by the Town, shall be released.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and agents as of the date first written above.

Witnessed by:

REAL PROPERTY ACQUISITION LLC

By: _____
..... [Print Name]
Its [Title]

Date: November ____, 2020

**CONNECTICUT SAND & STONE
CORPORATION**

By: _____
Marcia M. Toffolon..... [Print Name]
Its Vice President..... [Title]

Date: November ____, 2020

TOWN OF BERLIN, Connecticut

By: _____
..... [Print Name]
Its [Title]

Date: November ____, 2020

Schedule A
[Real Property Description]

Those certain pieces or parcels of land situated in the Town of Berlin, County of Hartford and State of Connecticut, being more particularly bounded and described as follows:

FIRST PARCEL: Beginning at a point in the Easterly line of land of the New York-New Haven and Hartford

Railroad Company at the Northwest corner of land of The Keller Pottery Company said point being across the railroad tracks and Easterly of land of the Prentice Corporation, and being approximately 362 ft. Easterly in a perpendicular line from the Easterly line of New Britain Road;

thence running Easterly along the Northerly line of land of The Keller Pottery Company 1298.98 feet to a point;

thence running Northerly along the Westerly line of land of The Keller Pottery Company 450.17 ft. to a point;

thence running Westerly along the Southerly line of land of The Keller Pottery Company 283.17 ft.;

thence running Northerly along the Westerly line of land of The Keller Pottery Company 263.5 ft. to a point;

thence running westerly along the Southerly line of land of The Keller Pottery Company 261.50 ft. to a point;

thence running Northerly along the Westerly line of land of The Keller Pottery Company 204.78 ft. to a point;

thence running in a generally Southeasterly direction along land of The Keller Pottery Company 1093.04 ft. more or less to the Southwest corner of land of Joseph & Alfred Broff;

thence running Northerly along the Westerly line of land of Joseph & Alfred Broff, 1125 ft. more or less to land of the State of Connecticut, Connecticut Route 72;

thence running Northwesterly along the Southerly line of land of the State of Connecticut, Connecticut Route 72, 1000 ft. more or less to an angle point;

thence running Westerly along the Southerly line of land of the State of Connecticut, Connecticut Route 72, 225 ft. more or Less to land of The New Britain Machine Company;

thence running Southerly along Easterly line of land of The New Britain Machine Company 512 ft. more or less to a point;

thence running Westerly 150 ft. more or less to the Southwest corner of land of The New Britain Machine Company;

thence running Northerly along the Westerly line of land of The New-Britain Machine Company 12 ft. more or less to the Southerly line of land of the New York-New Haven and Hartford Railroad Company;

thence running Westerly along Southerly line of land of New York-New Haven and Hartford Railroad Company 185 ft. more or less to an angle point;

thence running Southerly along Easterly line of New York-New Haven and Hartford Railroad Company 1125 ft. more or less to an angle point;

thence running Easterly along the Northerly line of land of the New York-New Haven and Hartford Railroad Company 40 ft. more or less to an angle point;

thence running Southerly along Easterly line of land of the New York-New Haven and Hartford Railroad Company 450 ft. more or less to point of beginning.

SECOND PARCEL:

WESTERLY: by New Britain Road, 30 feet;

SOUTHERLY: by land of the Prentice Corporation, 263 feet;

EASTERLY: by land now or formerly of New York-New Haven and Hartford Railroad Company, 30 feet; and

NORTHERLY: by land of Fanny M. Mag, land of Balocki, Inc., and land of John Drust, partly by each, 263 feet.

THIRD PARCEL:

WESTERLY: by New Britain Road, 20 ft.;

NORTHERLY: by land of Raymond and Richard Garuti, 209.39 ft. more or less;

EASTERLY: by land of New York-New Haven and Hartford Railroad Company, 20 ft.; and

SOUTHERLY: by passway of the Town of Berlin, 209.39 ft. more or less.

Said premises include passway rights over and across land of the New York-New Haven and Hartford Railroad Company and are subject to passway rights and easements as of record would appear.

FOURTH PARCEL:

NORTHERLY: by land now or formerly of the State of Connecticut (Route 72);

EASTERLY: by land now or formerly of Penn Central Railroad;

SOUTHERLY: by land now or formerly of Keller Pottery Corp. of Conn. Brick Company (formerly Eastern Brick Company);

WESTERLY: by land now or formerly of Raymond Serra (formerly Donnelly Brick Co.)

* * *

Schedule B [Property Taxes]

Inquiry Report		TOWN OF BERLIN		Interest Date : 10/27/2020		Page : 1	
Bill #	Name	Address	Prop Loc/Veh. Info./Plan-Sew	Map	Map	Map	Map
Unique Id	City/State/Zip						
2011-01-0101696-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-4 75 3 2013-LK-0101713	12,165.06	3,588.03	3,612.03	3,612.03
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2012-01-0101696-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-3 75 3 2013-LK-0101713	13,441.34	13,441.34	31,207.91	31,207.91
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2012-01-0101697-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-4 75 3 2013-LK-0101714	4,211.93	4,211.93	5,853.81	5,853.81
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2013-01-0101713-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-3 75 3 2013-LK-0101713	13,511.42	13,511.42	28,938.44	28,938.44
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2013-01-0101714-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-4 75 3 2013-LK-0101714	4,233.89	4,233.89	9,084.52	9,084.52
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2014-01-0101714-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-3 75 3 2013-LK-0101714	14,179.52	14,179.52	27,815.86	27,815.86
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2014-01-0101715-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-4 75 3 2013-LK-0101715	4,443.24	4,443.24	8,732.75	8,732.75
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2015-01-0101715-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-3 75 3 2013-LK-0101715	14,394.44	14,394.44	24,998.35	24,998.35
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2015-01-0101716-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-4 75 3 2013-LK-0101716	4,510.58	4,510.58	7,849.86	7,849.86
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2016-01-0101716-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-3 75 3 2013-LK-0101716	14,768.20	14,768.20	22,988.55	22,988.55
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2017-01-0101717-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-4 75 3 2013-LK-0101717	4,627.70	4,627.70	7,220.07	7,220.07
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2018-01-0101718-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-3 75 3 2013-LK-0101718	15,437.50	15,437.50	21,250.57	21,250.57
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2019-01-0101719-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-4 75 3 2013-LK-0101719	16,116.76	16,116.76	19,283.53	19,283.53
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2020-01-0101720-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-3 75 3 2013-LK-0101720	4,967.36	4,967.36	5,959.99	5,959.99
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00
2021-01-0101721-00	CONNECTICUT SAND & STONE CORP	303 NEW BRITAIN RD	3-4 75 3 2013-LK-0101721	16,116.76	16,116.76	19,283.53	19,283.53
1063300	PLAINVILLE CT 06062	7 WEST MAIN ST	Back Taxes/Bank - 6	0.00	24.00	0.00	0.00

1063300	8 WOODLAND PARK SHELTON CT 06484	3-3 75 3 BACK TAXES	0.00	483.50	8,541.88
1			0.00	0.00	0.00
2019-01-0102739-00	CONNECTICUT SAND & STONE CORP	ROCKE NINE	4,967.36	2,483.68	5,116.38
1063330	7 WEST MAIN ST	3-4 75 2A	0.00	149.02	2,632.70
1	PLAINVILLE CT 06062	Back Taxes/Back-Aditt	0.00	0.00	0.00
# OF Acct (s) : 17			166,851.06	147,731.97	233,079.13
			0.00	94,445.10	242,537.07
			8,577.03	360.00	0.00

Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: November 2, 2020

SUBJECT: Modification of Town Contract with Newport Realty Concerning Handling of Fill and Concrete

Summary of Agenda Item:

The Town previously entered into an agreement and subsequently three amendments with the Newport Realty Group pertaining to the sale and redevelopment of Town owned parcels at 861, 889, 903 and 913 Farmington Avenue ("Agreement"). The parties wish to again amend the agreement to confirm plans for disposition of fill and concrete from the foundations on 889 Farmington Avenue and elsewhere within the Steele Center project. The foundations were removed because they were in the path of the Boulevard and were staged on another portion of the 889 Farmington Avenue site. Composite samples of concrete removed from the northeast corner of 889 during construction of the Boulevard were collected and analyzed for polychlorinated biphenyls (PCBs), metals, volatile organic compounds (VOCs), semi volatile organic compounds (SVOCs), and extractable total petroleum hydrocarbons (ETPH). All constituents were either below laboratory reporting limits or were below the Residential Direct Exposure Criteria (RDEC), the Industrial/Commercial Direct Exposure Criteria (IDEC), and the GB Pollutant Mobility Criteria (GB PMC) of the Connecticut Remediation Standard Regulations (RSRs). Two of the three samples contained ETPH at concentrations above the RDEC of 500 milligrams per kilogram (mg/kg), but below the IDEC of 2,500 mg/kg. ETPH is a normal constituent of asphalt and this material would be suitable for use as road base below the new asphalt paved parking areas and driveways. Newport has agreed to pulverize the stockpiled concrete for reuse on 889 Farmington Avenue.

Fill that was removed from along Farmington Avenue for the sewer replacement work has been temporarily relocated to parcel Map 9-2, Block 76, Lot 75A, northeast of the Boulevard. Composite soil samples were analyzed for the constituents indicated above and the results were all below laboratory reporting limits and/or the RDEC, IDEC and GB PMC. As such, this material would be suitable for reuse as backfill material without restrictions. Newport will move this material to 889 Farmington Avenue for use as backfill.

Soil removed from the significant environmental hazard area on the Connecticut Department of Transportation parcel that connects the Boulevard to the Train Station parking area has been tested, and the results showed an exceedances of the IDEC for the SVOC Benzo(a)pyrene. This material will be temporarily relocated to 889 Farmington Avenue, and will be placed under the future engineered control liner to be installed at 889 Farmington Avenue, subject to review and approval

of the Connecticut Department of Energy and Environmental Protection (DEEP). If DEEP does not approve placement of this soil under the cap at 889 Farmington Avenue, then the soil will be removed from the site at Town expense.

Action

Move to authorize the Town Manager to enter into a contract amendment with Newport Realty Group LLC concerning the sale of 861, 889, 903 and 913 Farmington Avenue whereby concrete from foundations on 889 Farmington Avenue will remain on 889 Farmington Avenue for Newport to crush and reuse on the site, fill that was removed from along Farmington Avenue for the sewer replacement work will be moved to 889 Farmington Avenue for use as fill, and fill removed from the significant environmental hazard area on the Connecticut Department of Transportation parcel that connects the Boulevard to the Train Station parking area will be placed under the future engineered control liner to be installed at 889 Farmington Avenue, subject to the review and approval of Corporation Counsel.

Attachments:

None

Prepared By:

Chris Edge, Economic Development Director

Jim Mahoney, Economic Development Coordinator *CE*

Agenda Item No. 9
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Aroscha Jayawickrema, Town Manager

DATE: October 29, 2020

SUBJECT: Authorization for the Town Manager To Enter Into Contract Amendments with Loureiro Engineering for Services Related to the Boulevard Project for a Significant Environmental Hazard Notification and with WMC Engineering Related to Park Planning Concepts for the Boulevard Remainder Parcel

Summary of Agenda Item:

The Boulevard project, the investigation and remediation of 889 Farmington Avenue are separate but related projects. The Town's environmental consultant for these projects is Loureiro Engineering. The Boulevard project requires environmental consulting services for certain tasks including the handling of contaminated soils on the property owned by the Connecticut Department of Transportation that will connect the Boulevard into the Train Station parking lot. In September, the Town Council approved \$5,000 for Loureiro for general consulting services for the Boulevard. Now there is a better understanding of the scope of the Boulevard environmental consulting requirements specifically related to the management of contaminated soils, classified as a significant environmental hazard (SEH) on the property owned by the Connecticut Department of Transportation. Therefore, Loureiro has submitted a proposal to address the task of environmental consulting related to this SEH including processing the regulatory authorizations and close out involving the Connecticut Department of Energy and Environmental Protection and the Connecticut Department of Transportation for a fee not to exceed \$5,900. Staff proposes that the Town Manager be authorized to enter into an amendment to its contract with Loureiro Engineering to provide services related to management and close-out of the Significant Environmental Hazard on the property owned by the Connecticut Department of Transportation that will accommodate part of the Boulevard at its connection to the Train Station parking lot for a fee not to exceed \$5,900 that will be paid from the Farmington Ave. Development (non grant) account number, 504.10.1017.0.54000.01624.

There is a remainder parcel of .29 acres located northeast of the Boulevard that the Town will continue to own (Map 9-2, Block 76, Lot 75A). The general plan is for that parcel to be developed as a small park that will be an amenity for the community. WMC Engineering is the Town's engineering consultant for the Boulevard project and they have submitted a proposal to work with Town staff and the development team to prepare two reuse concepts for the parcel for a fee of \$3,500. Staff proposes that the Town Manager be authorized to enter into an amendment to its contract with WMC Engineering to provide services related to preparation of concept plans for parcel Map 9-2, Block 76, Lot 75A for a fee not to exceed \$3,500 that will be paid from the Farmington Ave. Development (non grant) account number, 504.10.1017.0.54000.01624.

Actions

Move to waive the bidding process and authorize the Town Manager to enter into a contract with Loureiro Engineering to provide services related to management and close out of the Significant Environmental Hazard on the property owned by the Connecticut Department of Transportation that will accommodate part of the Boulevard at its connection to the Train Station parking lot to for a fee not to exceed \$5,900 that will be paid from the Farmington Ave. Development (non grant) account as this is in the best interest of the Town.

Move to waive the bidding process and authorize the Town Manager to enter into a contract with WMC Engineering to provide services related to preparation of concept plans for parcel Map 9-2, Block 76, Lot 75A for a fee not to exceed \$3,500 that will be paid from the Farmington Ave. Development (non grant) account number as this is in the best interest of the Town.

Attachments:

1. Sufficiency of funds.
2. Loureiro proposal.
3. WMC proposal.
4. Subdivision map.

Prepared By:

Chris Edge, Economic Development Director
Jim Mahoney, Economic Development Coordinator





TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

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

DATE 27-Oct-20

Purchase Item or Contract: Contract amendments for Boulevard parcels		Requested by: Jim Mahoney	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	Loureiro environmental consulting related to property owned by CT DOT	\$5,900.00	\$5,900.00
1.00	WMC Engineering concept plans preparation	\$3,500.00	\$3,500.00
			-
			-
			-
			-
TOTAL			\$9,400.00

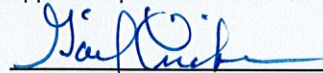
Account No. 504.10.1017.0.54000.01624 Farm. Ave. Development (non-grant)

Budgeted Amount.....	\$477,000.00	Available balance.....	\$30,000.00
Encumbrances to Date.....	\$401,061.36	Amount Needed for This Package.....	\$9,400.00
Expenditures to Date.....	\$45,938.64	Available Balance After Purchase.....	\$20,600.00

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.


Finance Director or Assist.Finance Director

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



October 13, 2019

Town of Berlin
Town Manager's Office, Room 1
240 Kensington Road
Berlin, Connecticut 06037

Attn: Mr. Jim Mahoney

RE: Proposal for Significant Environmental Hazard Mitigation Oversight and Closure Reporting – DOT Parcel Northeast of 889 Farmington Avenue, Berlin, Connecticut

Dear Mr. Mahoney:

Per your request, Loureiro Engineering Associates, Inc. (Loureiro) is pleased to submit this proposal for oversight of soil removal activities and closure reporting associated with the January 2020 Significant Environmental Hazard Notification (SEHN) for the DOT parcel at 857 Farmington Avenue. As you are aware, semi-volatile organic compounds were detected in a 0 to 2-foot soil sample from the DOT parcel at concentrations that exceeded 30 times the Industrial/Commercial Direct Exposure Criteria. The sample was collected by Loureiro for characterization of soils beneath the proposed Boulevard.

This proposal includes labor and expenses incurred to date for field oversight of soil removal activities, waste characterization sampling, and sampling of imported materials to be used on the DOT parcel as clean backfill. This proposal also includes estimated future costs to prepare a final report to the Connecticut Department of Energy and Environmental Protection (DEEP) for closure of the SEHN. We propose to provide the requested services on a time and materials basis for a fee not to exceed \$5,900 without prior authorization. A breakdown of estimated fees and expenses is provided in the table below.

Activity	Cost
Soil Excavation Oversight and Waste Sampling	\$1,700
Material Profiling and DOT Soil Acceptance Forms	\$500
Equipment and Reimbursable Expenses	\$125
SEHN Closure Reporting	\$1,500
Laboratory Analytical	
Contaminated Soil Pile Composite Samples ¹ - 3 @ \$400	\$1,200
Sampling of Backfill Material for DOT Acceptance – SPLP Metals 5 @ \$75	\$375
Data Management, Validation, and Miscellaneous Technical Support	\$500
Total Estimate	\$5,900

Loureiro Engineering Associates, Inc.
100 Northwest Drive • Plainville, CT 06062 • 860.747.6181 • Fax 860.747.8822 • www.Loureiro.com
AN EMPLOYEE-OWNED COMPANY

Town of Berlin
October 13, 2020
Page 2 of 2



Notes:

1. Total RCRA 8 Metals (plus copper, nickel and zinc), PCBs with Soxhlet extraction, SVOCs, VOCs, and ETPH

Our proposed fees reflect our current understanding of the project and the level of effort necessary to complete the scope of services specified herein. Should additional information or circumstances affect the level of effort necessary to complete the proposed work, we will inform you in advance of any potential impact to the proposed fees and/or schedule.

If you should have any questions concerning this proposal, please feel free to contact me at (860) 410-2904.

Sincerely,

LOUREIRO ENGINEERING ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "K. Bitjeman", is written over the printed name.

Kevin J. Bitjeman, L.E.P.
Senior Project Manager



87 Holmes Road
Newington, CT 06111

October 27, 2020

Phone: (860) 667-9624
Fax: (860) 665-1551

Mr. James Mahoney,
Economic Development Coordinator
Town of Berlin
240 Kensington Road
Berlin, Connecticut 06037

Re: Park Re-use of Town Parcel – Steele Boulevard
Our Reference No. 14083

Dear Mr. Mahoney:

WMC Consulting Engineers respectfully requests your consideration of this proposal for the above referenced services. WMC proposes to utilize the services of YRC Consultants to provide landscape architectural services for the project. WMC will provide project coordination and oversight of the conceptual design.

The following is our proposed scope of services and fee proposal.

Scope of Services

Task 1 – Project Coordination and Technical Review

WMC will manage the project, providing coordination between the Town, our subconsultant and WMC. WMC will manage the overall conceptual design and will provide technical review concerning site drainage and grading.

Task 2 – Conceptual Layout

Our subconsultant, YRC will provide services as detailed in the attached proposal from their firm.

Fee Proposal

WMC will perform the above noted services on a lump sum basis as follows:

Task 1 – Project Coordination and Technical Review	\$ 500
Task 2 – Conceptual Layout	\$3,000
Total Fee	\$3,500

We look forward to providing these services and assisting you with this project. Should you have questions or comments on the proposal, please contact us at your convenience. If this proposal meets with your approval, please advise us at your convenience.

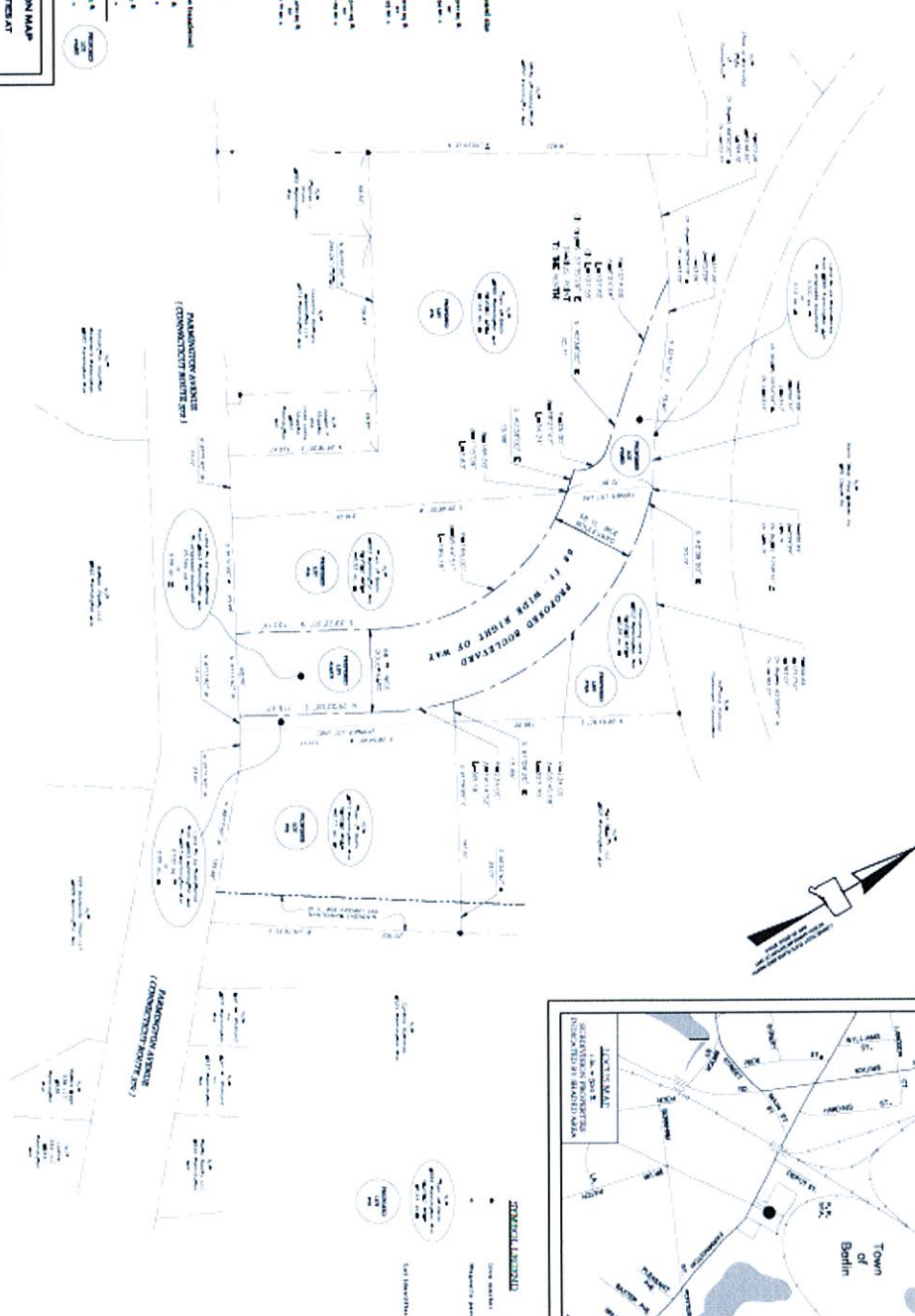
Sincerely,
Wengell, McDonnell & Costello



Stephen R. McDonnell, P.E.

[illegible][illegible]

Land to be transferred from	Amount of land to be transferred
Land 1000 ft ² of Park at 100 ft ² per acre	1000 ÷ 100 = 10 acres
Land 1000 ft ² of Park at 100 ft ² per acre	1000 ÷ 100 = 10 acres
Land 1000 ft ² of Park at 100 ft ² per acre	1000 ÷ 100 = 10 acres
Total proposed land to be transferred =	30 acres

[illegible][illegible][illegible]

TO: The Honorable Mayor and Town Council
FROM: Arosha Jayawickrema, Town Manager
DATE: October 29, 2020
SUBJECT: Tax Abatement for 47 Northampton LLC

Summary of Agenda Item:

47 Northampton LLC has submitted an application for the purchase and renovation of the 2,500 square foot condo unit at 816 Four Rod Road in Berlin. This purchase will help to expand the capabilities of Douglas Mechanical, which presently occupies the adjacent condo at 820 Four Rod Road. This abatement would be based on the increase in assessed value resulting from the real property improvements using the following schedule: 50% in year 1, 40% in year 2, and 30% in year 3 per the Town's tax abatement policy. The Economic Development Commission recommends that the Town Council approve the tax abatement for 47 Northampton LLC.

Actions Needed:

Move to approve a tax abatement for 47 Northampton LLC for the purchase and renovation of 816 Four Rod Road of 50% in year 1, 40% in year 2, and 30% in year 3 per the town's tax abatement policy.

Attachments:

- 1) A copy of the tax abatement application
- 2) Estimated taxes and abated taxes
- 3) A copy of the letter to abutters

Prepared By: Christopher Edge, Economic Development Director 

Town of Berlin
Department of Economic
Development
Tax Abatement Application

Name of Operating Company: Douglas Mechanical Services, Sheet metal Division

Name of Parent Company (If applicable): Douglas Mechanical Services, Inc.

Name of Entity that will own the real estate: 47 Northampton LLC

Mailing Address: 820 Four Rod Rd Berlin CT 06037

Project Address (If applicable): 816 Four Rod Rd Berlin CT 06037

Company Number: Douglas Mechanical Services, Inc.

Phone Number: 860 357 4952

Email: company@douglasmechanicalservices.com

Description of the business to be located in the facility including the types of products manufactured or distributed:

Production of ductwork for our installation and repair jobs and for other HVAC companies in need

Project Description -- Douglas Mechanical is currently leasing the space next to us, formerly Nadeau Construction, at 816 Four Rod Rd which is about 2,500 sq. ft. We have the need to fabricate sheet metal for our jobs as well as other area HVAC companies. In less than a year

we would like to purchase space to permanently connect our current location of 820 Four Rod. Our new partner, Oliver Oron (now owning 25 % of the company shares), has purchased from his own fund's ductwork fabricating equipment. There are many other things we will need to do to facilitate the combining of the two spaces; purchasing from Michael Nadeau, interior structural changes, large locked storage for expensive tools and equipment, upgrading HVAC and lighting to more energy efficient equipment.

Estimated Value of Real Estate Improvements: \$200,000

Estimated Value of Additional Personal Property: \$50,000

Number of Jobs to be Retained in Berlin: 5

Number of Jobs to be Created: 5

DATE September 14, 2020

Jillene C. Stewart

Company Representative

Visit our Web Site <http://www.town.berlin.ct.us>

Town of Berlin, Connecticut • Chris Edge, Economic Development Director
240 Kensington Road • Berlin, CT 06037 • (860) 828-7005 • Fax: (860) 828-7180 • Email: cedge@town.berlin.ct.us

PRO FORMA - 47 NORTHAMPTON LLC

<u>Year</u>	<u>Estimated Assessment Increase</u>	<u>Mill Rate</u>	<u>Real Estate Taxes</u>	<u>Personal Property Taxes</u>	<u>Total Taxes</u>	<u>Tax Abatement</u>	<u>Net Taxes</u>
1	50,000	33.93	\$ 1,697	\$ 170	\$ 1,866	\$848	\$ 1,018
2	50,000	34.27	\$ 1,713	\$ 171	\$ 1,885	\$685	\$ 1,199
3	50,000	34.61	\$ 1,731	\$ 173	\$ 1,904	\$519	\$ 1,384
4	50,000	34.96	\$ 1,748	\$ 175	\$ 1,923		\$ 1,573
5	50,000	35.31	\$ 1,765	\$ 177	\$ 1,942		\$ 1,765
6	50,000	35.66	\$ 1,783	\$ 178	\$ 1,961		\$ 1,961
7	50,000	36.02	\$ 1,801	\$ 180	\$ 1,981		\$ 1,981
8	50,000	36.38	\$ 1,819	\$ 182	\$ 2,001		\$ 2,001
9	50,000	36.74	\$ 1,837	\$ 184	\$ 2,021		\$ 2,021
10	50,000	37.11	\$ 1,855	\$ 186	\$ 2,041		\$ 2,041
11	50,000	37.48	\$ 1,874	\$ 187	\$ 2,061		\$ 2,061
12	50,000	37.85	\$ 1,893	\$ 189	\$ 2,082		\$ 2,082
13	50,000	38.23	\$ 1,912	\$ 191	\$ 2,103		\$ 2,103
14	50,000	38.62	\$ 1,931	\$ 193	\$ 2,124		\$ 2,124
15	50,000	39.00	\$ 1,950	\$ 195	\$ 2,145		\$ 2,145
16	50,000	39.39	\$ 1,970	\$ 197	\$ 2,167		\$ 2,167
17	50,000	39.79	\$ 1,989	\$ 199	\$ 2,188		\$ 2,188
18	50,000	40.18	\$ 2,009	\$ 201	\$ 2,210		\$ 2,210
19	50,000	40.59	\$ 2,029	\$ 203	\$ 2,232		\$ 2,232
20	50,000	40.99	\$ 2,050	\$ 205	\$ 2,255		\$ 2,255
	Total		\$ 37,355	\$ 3,736	\$ 41,091	\$ 2,579	\$ 38,512

October 30, 2020

Dear Berlin Property Owner,

The Town of Berlin Economic Development Commission has received an application pursuant to its Tax Partnership Program. This involves a phase in of increases in real property taxes resulting from the purchase and renovation of 816 Four Rod Road in Berlin. The applicant, 47 Northampton LLC has requested a 3-year tax abatement on the increase in assessment. This abatement will allow Douglas Mechanical to expand their services and hire more employees in Berlin.

This tax abatement will not increase your taxes, but will give 47 Northampton LLC a small tax abatement over the 3 years following the approval in order to grow their firm in Berlin.

This matter is **scheduled** to be considered at the Town Council meeting on **Tuesday November 10th at Town Hall, 240 Kensington Road at 7:00 PM**. The meeting will also be broadcast on Webex if you are unable to make it or unwilling to do so do the COVID pandemic. Details for the meeting can be found on the town's website at www.town.berlin.ct.us. I am providing you this notice because you are the owner of record of a nearby property. The Town Council has requested that all property owners within 500 feet of the subject property be notified that this application will be considered at the meeting on November 10, 2020.

Please call me at 828-7005 if you have any questions in this regard.

Sincerely,

Christopher D. Edge
Economic Development Director

2020-10-20 Town Council Meeting Minutes

Meeting number (access code): 132 737 5280

Meeting password: Council (2686245 from phones and video systems)

Tuesday, October 20, 2020

7:00 pm | (UTC-04:00) Eastern Time (US & Canada) | 1 hr



Tap to join from a mobile device (attendees only)

+1-408-418-9388,,1327375280#2686245# United States Toll

Some mobile devices may ask attendees to enter a numeric meeting password.

Join by phone

+1-408-418-9388 United States Toll

Global call-in numbers

Join by video system, application or Skype for business

Dial 1327375280@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

**TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, October 20, 2020
Town Council Chambers
7:00 P.M.**

A. CALL TO ORDER

Mayor Kaczynski called the meeting to order at 7:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

Those in attendance were:

Councilor JoAnn Angelico-Stetson
Mayor Mark Kaczynski
Councilor Charles Paonessa
Councilor Peter Rosso
Councilor Mike Urrunaga
Councilor Donna Veach

Absent:

Councilor Brenden Luddy

Also in attendance:

Town Manager Aroscha Jayawickrema
Corporation Counsel Jeffrey Donofrio

Mayor Kaczynski noted that Councilor Luddy was not in attendance due to the passing of his father. Condolences were sent to Councilor Luddy and his family.

D. AUDIENCE OF CITIZENS

Kristin Campanelli, 30 Saw Mill Drive – Ms. Campanelli first wanted to offer condolences to Councilor Luddy for the loss of his father.

She then expressed her thanks to Mayor Kaczynski and Councilors Angelico-Stetson, Rosso and Urrunaga for always being so responsive to her questions and phone calls. Ms. Campanelli continued by stating that she was very disappointed in Councilor Veach stating that she and other Berlin residents have reached out to the Councilor over the past three months, but she has refused to answer their questions or ignored them completely.

Ms. Campanelli is now reaching out during the audience of citizens to get her questions answered before the November election. She asked Councilor Veach if she supports gay marriage. Councilor Veach stated that questioning her like this during a Town Council meeting was very inappropriate and she would not answer any questions regarding her campaign. Ms. Campanelli then continued to ask the Councilor a number of other questions regarding where she stood on various issues.

Mayor Kaczynski then intervened and stated that the Audience of Citizens was a place for discussion of issues that affect the Town as a whole, not a place for questioning a political candidate.

Chris Edge, Economic Development Director – Mr. Edge expressed his support for agenda item #1. He believes having the police body cameras is good for everyone and having the opportunity to take advantage of the State grant is a good thing for the Town.

Mayor Kaczynski then asked Mr. Edge about plans for local businesses to participate in a Trick-or-Treat event this year. Mr. Edge stated that he is working with Tracy from Dragonfly Gifts to put information together. About 15 to 20 businesses have agreed to participate in the event which will be held from noon to 3 p.m. on Halloween.

E. **MEETING AGENDA** – Immediately Following the Audience of Citizens

F. CONSENT AGENDA:

1. **Topic re: Accept monetary donations totaling \$5,897.73 for the Berlin Peck Memorial Library and deposit \$50.15 into the library agency account for the purchase of books and materials and deposit \$4,713.00 into the Cancellarini Trust Fund Account to be used for the purchase of books and other materials and deposit \$908.76 into the friends of the library miscellaneous account for programs and program supplies and deposit \$225.82 into the friends of the library**

credit card account to pay for the annual Get Response database renewal. – Berlin-Peck Memorial Library

- 2. Topic re: Approve the request of Veterans of Foreign Wars Post 10732 to waive Building permit fees for replacing the roofing on their building. The total amount of the fee to be waived is approximately \$285.00. – Building Department**
- 3. Topic re: Accept the donations of \$203.00 and appropriate the funds to the Police Peer Support Program Expenditure Account. – Police Department**

Councilor Paonessa moved to approve the Consent Agenda as presented.

Seconded by Councilor Veach.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0. (MOTION CARRIED)

G. NEW BUSINESS:

- 1. Topic re: Authorize the Town Manager to apply for and accept, on behalf of the Town, the OPM Body-Worn Recording Equipment (BWRE) Reimbursement Grant, and to authorize the Town Manager to enter into and execute any and all agreements, contracts and documents necessary to obtain said grant. If awarded grant funds are to be deposited into the body worn and in-car camera account. Appropriate \$252,992 of General Fund Unassigned Fund Balance to the body worn and in-car camera account within the General Fund to fund the purchase of body cameras and in-car cameras in accordance with the recently signed Police Accountability law, pending approval of the Board of Finance. Waive the bidding requirements and award the contract to Watchguard/Motorola in amount not to exceed \$252,992.00, since this is in the best interest of the Town. – Police Department**

Deputy Police Chief Chris Ciuci explained that in-car and body camera replacement have been in the five-year capital plan which would be in the FY 2022 budget year. In the process of developing the capital plan it was determined that limited funds were still available in the previous OPM (Office of Policy and Management) grant for body cameras. This grant program provides 50% reimbursement and is disbursed on a first come first serve basis. Inquiries into the new grant program revealed that the Town of Berlin would not be considered a distressed municipality and therefore would only be eligible for 30% reimbursement once the new grant is made available. Deputy Ciuci added that the reimbursement amount only covers first-year costs for the body cameras and does not cover the in-car cameras.

Due to HB 6004, An Act Concerning Police Accountability, which was signed into law on July 31, 2020 all police cars are required to now have cameras and all officers are required to wear cameras effective 7/31/2022. Currently there are 14 cars with cameras therefore two additional cameras will be needed, and the body cameras were previously voluntary.

Councilor Rosso questioned video storage capabilities, as this has been an issue in the past. Deputy Ciuci explained that upon consulting with the Police IT department it was determined that there was enough space on the server for these recordings. The Police Accountability law provides storage retention protocol.

Councilor Paonessa moved to authorize the Town Manager to apply for and accept, on behalf of the Town, the OPM Body-Worn Recording Equipment (BWRE) Reimbursement Grant, and to authorize the Town Manager to enter into and execute any and all agreements, contracts and documents necessary to obtain said grant. If awarded grant funds are to be deposited into the body worn and in-car camera account

Seconded by Councilor Veach.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0. (MOTION CARRIED)

Councilor Paonessa moved to appropriate \$252,992 of General Fund Unassigned Fund Balance to the body worn and in-car camera account within the General Fund to fund the purchase of body cameras and in-car cameras in accordance with the recently signed Police Accountability law, pending approval of the Board of Finance.

Seconded by Councilor Veach.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0. (MOTION CARRIED)

Councilor Paonessa moved to waive the bidding requirements and award the contract to Watchguard/Motorola in amount not to exceed \$252,992.00, since this is in the best interest of the Town.

Seconded by Councilor Veach.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0. (MOTION CARRIED)

- 2. Topic re: Approve the purchase of four 2021 Ford Utility Police Interceptors for the Police Department, utilizing the State of Connecticut, Department of Administrative Services Contract #12PSX0194 for an amount not to exceed \$146,565. – Municipal Garage**

Fleet Manager Jim Simons stated that the purchase of four police cruisers was approved during the budget process. The State contract with MHQ of Marlborough, MA will be utilized for the purchase as has been done in the past.

Councilor Paonessa moved to approve the purchase of four 2021 Ford Utility Police Interceptors for the Police Department, utilizing the State of Connecticut, Department of Administrative Services Contract #12PSX0194 for an amount not to exceed \$146,565.

Seconded by Councilor Veach.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0. (MOTION CARRIED)

3. Topic re: Reject Bid # 2021-2 as it is in town's best interest since a local firm provided a better price and approve the purchase of replacement tires for the town's Fire Apparatus Fleet from Connecticut Tire of Berlin, CT for an amount not to exceed \$27,054, as this is in the town's best interest. - Municipal Garage

Fleet Manager Simons explained that law was enacted requiring tires on fire apparatus be no older than seven years old. In the FY 2020/2021 budget the remainder of the tires that needed to be replaced due to this legislation were put out to bid. Only one vendor, Barnwell House of Tires of Central Islip, NY responded. Mr. Simons learned at that time that there is a federal contract in place for OEM tires where all the pricing is the same.

At this point Mr. Simons contacted local vendor, Connecticut Tire of Berlin, CT to ask about the federal contract and what the cost would be to install the tires. In the end, Connecticut Tire came in substantially lower once figuring in the cost of labor and travel being charged by the bid winner.

Mr. Simons requests that Bid# 2021-2 be rejected and that the Town contracts with Connecticut Tire of Berlin, CT for the replacement of the required Fire Apparatus tires.

Councilor Paonessa motioned to reject Bid # 2021-2 as it is in town's best interest since a local firm provided a better price.

Seconded by Councilor Veach.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0. (MOTION CARRIED)

Councilor Paonessa motioned to approve the purchase of replacement tires for the town's Fire Apparatus Fleet from Connecticut Tire of Berlin, CT for an amount not to exceed \$27,054, as this is in the town's best interest.

Seconded by Councilor Veach.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0. (MOTION CARRIED)

4. **Topic re: Authorize the Town Manager to enter into a contract amendment with Newport Realty Group LLC concerning the sale of 861, 889, 903 and 913 Farmington Avenue whereby the escrow agent is directed to pay the remaining \$30,000 deposit to the Town, the cost share is increased by \$14,000 to pay for the incremental cost of sidewalks at Farmington Avenue and the closing date for 913 Farmington Avenue is extended to November 30, 2020, subject to the review and approval of Corporation Counsel and to increase by \$50,000 the authorization for the Town Manager to enter into change orders with Guerrera Construction Company pertaining to the Boulevard to the Berlin Train Station Project to be funded from the Farmington Ave. Development (non-grant) account provided that change orders will not exceed the remaining account balance of \$29,530.43 until the \$30,000 escrow is deposited in the Town account. - Economic Development**

Economic Development Director Chris Edge explained that this request is to adjust the items mentioned in the motion. Newport Realty Group LLC's (Newport) financing has taken a little longer than planned but the sale will be going through soon.

Economic Development Coordinator Jim Mahoney first wanted to note that within the Summary of Agenda Item paragraph five should have read "Therefore, staff recommends that the change order authorization level be increased by \$50,000 to \$169,469." He then stated that everything is moving along smoothly with the project and these requests are taking action to make sure the project is not slowed down. Right now the plan is for Newport to have their closing next week.

Tony Valenti of Newport Realty stated that he has an email confirmation received today that the closing for 913 Farmington Avenue will be held at 10 a.m. on October 28th. There are two documents, an amendment to the purchase-sale agreement and a new sidewalk easement for 913 Farmington Avenue, that need to be tied up between Newport and the Town, but he feels positive that it will close by next Wednesday. Mr. Valenti added that the demo of 861 Farmington Avenue is just about complete. Basement work and departmental renovation will commence next week, and conversations are continuing with Mr. Coccomo to hopefully begin their joint development of 861 and 873 Farmington Avenue soon. They are at 90% completion of plans for the building of 903 Farmington Avenue, and in the ground with site work by the middle or so of November.

Councilor Paonessa moved to authorize the Town Manager to enter into a contract amendment with Newport Realty Group LLC concerning the sale of 861, 889, 903 and 913 Farmington Avenue whereby the escrow agent is directed to pay the remaining \$30,000 deposit to the Town, the cost share is increased by \$14,000 to pay for the incremental cost of sidewalks at Farmington Avenue and the closing date for 913 Farmington Avenue is extended to November 30, 2020, subject to the review and approval of Corporation Counsel.

Seconded by Councilor Veach.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0. (MOTION CARRIED)

Councilor Paonessa moved to increase by \$50,000 the authorization for the Town Manager to enter into change orders with Guerrera Construction Company pertaining to the Boulevard to the Berlin Train Station Project to be funded from the Farmington Ave. Development (non-grant) account provided that change orders will not exceed the remaining account balance of \$29,530.43 until the \$30,000 escrow is deposited in the Town account.

Seconded by Councilor Veach.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0. (MOTION CARRIED)

H. APPOINTMENTS

1. **Board of Ethics – Alternate – Vacancy** - New term would be until January 31, 2023. Can only be filled with depends on what party affiliation is filled on the above alternate appointment
2. **Constables** – Seven Constables are to be appointed, not more than four of whom shall be of the same political party. Their term expires when a new Town Council is elected, and new appointments were made at the Council's second regularly scheduled meeting. The current Constables are as follows: John Baccaro (D), Paul N. Eshoo (R), John Kozak (R). Bob Zipadelli (D) and **three (3) vacancies**.
3. **Inland Wetlands & Water Courses Commission – Alternate – Vacancy** – New term would be until January 31, 2023. Can be filled with a D, R or U.
4. **Inland Wetlands & Water Courses Commission – Alternate – Vacancy** – New term would be until January 31, 2023. Can be filled with depends on the above Alternate appointment.

5. **Plainville Area Cable Television Advisory Council (PACTAC) – Vacancy** – New term would expire on June 30, 2021. Can be filled with a D, R or U.
6. **Plainville Area Cable Television Advisory Council (PACTAC) – Vacancy** – New term would expire on June 30, 2021. Can be filled with depends on the above appointment. There are only two members from Berlin for this board.
7. **Planning & Zoning Commission – Alternate – Vacancy** – Replacement term would be until January 31, 2021. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of Peter Zarabozo (D) of 158 Ellwood Road for appointment to the Planning & Zoning Commission – Alternate.

Mayor Kaczynski asked if there were any further nominations. There being no further nominations, he declared the nominations closed.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0 in favor of Peter Zarabozo (D) to serve on the Planning & Zoning Commission as an Alternate. Term ending January 31, 2021.

8. **Planning & Zoning Commission – Alternate – Vacancy** - Replacement term would be until January 31, 2024. Can be filled with a D, R or U.

Councilor Paonessa placed in nomination the name of George Millerd (R) of 1231 Orchard Road for appointment to the Planning & Zoning Commission – Alternate.

Mayor Kaczynski asked if there were any further nominations. There being no further nominations, he declared the nominations closed.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0 in favor of George Millerd (R) to serve on the Planning & Zoning Commission as an Alternate. Term ending January 31, 2024.

9. **Public Building Commission – Vacancy** - New term would be until January 31, 2025. Can be filled with a D, R or U.
10. **VNA – Vacancy** - Replacement term would be until January 31, 2022. Can be filled with a D, R or U.
11. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.

12. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.
13. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.
14. **VNA – Vacancy** - Replacement term would be until January 31, 2023. Can be filled with a D, R or U.
15. **Water Control Commission – Alternate – Vacancy** -New term would be until January 31, 2023. Can only be filled with a D or U.
16. **Youth Services Advisory Board – Vacancy - Service Consumer** – New term would be until January 31, 2023.

I. TOWN MANAGER’S REPORT:

- The Police department is working to develop a program to provide information to the community regarding the recent rash of attempted car break-ins and thefts, and what residents can do to prevent these incidents.

Deputy Police Chief Chris Ciuci stated that part of the problem is that residents feel safe in Berlin and that can lead to complacency when it comes to securing valuables and property. Public awareness campaigns have been done in the past, but thefts and stolen cars continue, and it is a statewide problem. In Berlin patrols are constantly being adjusted, there have been special details on overtime, and they have interrupted a number of crimes in progress. However, pursuit policies prevent officers from pursuing vehicles for property crimes and offenders know this.

There have been 43 stolen vehicles as of September 30, 2020 compared with 15 for the same time period last year. There have been 196 thefts from motor vehicles in the same time period versus 39 last year. Several factors are contributing to these increases including people being home more due to the pandemic.

A virtual community forum will be held on November 4th at 7:00 p.m. and Deputy Ciuci has been in contact with the Citizen about an article to raise awareness again about the problem. The police want to provide guidance and listen to other ideas residents might have.

Deputy Ciuci also added that the Berlin Police Department will be holding a Halloween Trunk or Treat event at McGee Middle School on October 31st from 5:00 p.m. to 8:00 p.m. with social distancing protocols in place.

- November 3, 2020 Election – Town Clerk Kate Wall shared that the Registrar of Voters have been working diligently to update the voter list and prepare for the election.

As of today, the Town Clerk's office has issued 4,195 absentee ballots which is equivalent to 25% of registered voters. 2,621 voted ballots have been returned. Ms. Wall does suggest that voters request a ballot to at least have in case they are not up to going to the polls on election day. The voted ballot can then be dropped in the ballot box outside of Town Hall. Ballots can be requested up until the day before the election.

Councilor Urrunaga asked if poll procedures were going to be distributed ahead of time to voters. Ms. Wall stated that procedures would be available at the polls and it may depend on how busy they are at any given time. The Registrars have been provided PPE for the polls and have been doing poll worker training to be prepared.

- Director of Information Systems and Technology – A search for a new director was held after the previous director retired this year. The position has been accepted by Brian Freeman, the current technology support person for the Berlin Police Department. When Mr. Freeman took over the Police operations, he streamlined it, thought about security, business continuity, storage, etc.

The Town Manager stated that when he joined the Town of Berlin, he felt that technology was not up to date. Also, the Town, the Police, the Library and the Board of Education Information Technology departments were all separate and did not share a coordinated approach to technology. The plan now is to make that change to provide shared information regarding technology between the different Town departments. The new IT person for the Police Department will report to Mr. Freeman while the Library and Board of Education IT will work in the technology-sharing approach with the Town IT Director.

- Golf Committee – The Town Manager asked Mayor Kaczynski to talk about the development of the Special Golf Committee. The Mayor explained that after informal discussion with the Golf Commission he felt that instead of developing a Special Committee a better idea would be to have joint meetings between the Town Council and Golf Commission.
- Ordinance Committee – This committee last met before the pandemic with two items that need to be brought to closure. One is the leash law and the other is the issue of dogs running off-leash at Bicentennial Park. The Town Manager and Mayor visited an area of Pistol Creek that they believe can accommodate an area for dogs to roam freely.

The Town Manager suggests that the Ordinance Committee meets to discuss these issues and then hold a Public Hearing to allow residents to provide input. It was decided that the committee will meet on Thursday November 12th at 6:00 p.m.

- Mayor Kaczynski asked if the police pension item discussed at a previous meeting is proceeding. The Town Manager stated that it has been turned over to actuaries Hooker & Holcombe who will run various iterations of the plan.

J. SPECIAL COMMITTEE REPORTS:

None

K. COUNCILORS' COMMUNICATION:

None

L. ACCEPTANCE OF MINUTES: **October 6, 2020**

Councilor Paonessa moved to accept the minutes of the October 6, 2020 Town Council meeting.

Seconded by Councilor Veach.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0. (MOTION CARRIED)

M. ADJOURNMENT:

Councilor Rosso moved to adjourn at 8:00 p.m.

Seconded by Councilor Paonessa.

Those voting in favor: Councilor Angelico-Stetson, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Councilor Veach, Mayor Kaczynski.

Vote being 6-0. (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting