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+1-305-224-1968 # US

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, November 12, 2024
Town Council Chambers (in person)
Remote Meeting
7:00 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. PRESENTATION OF PROCLAMATION - Veterans' Remembrance Day

E. AUDIENCE OF CITIZENS

F. MAYOR'S UPDATE

Update on Bright Feeds

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

H. CONSENT AGENDA:

1. Topic re: Accept monetary donations totaling \$807.71 and deposit \$616.70 into the Unrestricted Donations account for the library's greatest need and deposit \$191.01 into the Library's Agency account for the purchase of books and materials. – Berlin-Peck Memorial Library
2. Topic re: Approve Lumibility – Kid Steps to have rental fees of \$30/meeting at the Berlin Community Center waived. – Parks and Recreation
3. Topic re: Approve acceptance of a sign naming the outdoor Berlin High School basketball courts to the Tyler Cop Memorial Basketball Court in the amount of \$195 from the T Cop Foundation. – Parks and Recreation
4. Topic re: Approve waiving the Police Fees in the approximate amount of \$400.00 for the Gingerbread House Night Event that will take place on Monday, December 16, 2024 at Griswold School. - Police

5. Topic re: Accept the donation of the trailer valued at \$1,500 for the Berlin Police Cadet Program. – Police
 6. Topic re: Accept the donations of \$10,250 and appropriate the funds to the Police K9 Program Expenditure Account. - Police
 7. Topic re: Accept the donation of \$5,100.00 and appropriate the funds to the Supplies Expenditure Account. - Police
 8. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$150.00 and supplies/medical care valued at \$292.56. - Animal Control
 9. Topic re: Approve waiving the fee of \$170.00 for the building permit for the installation of an industrial park sign at the corner of Old Brickyard and Porters Pass. – Economic Development
- I. NEW BUSINESS:
1. Topic re: Read the title of the proposed “RESOLUTION REALLOCATING PROCEEDS OF THE TOWN OF BERLIN’S \$4,560,000 GENERAL OBLIGATIONS BONDS, ISSUE OF 2024, DATED OCTOBER 8, 2024”, and to waive the reading of the remainder of the ordinance, incorporating its full text into the minutes of this meeting. Also to approve a “RESOLUTION REALLOCATING PROCEEDS OF THE TOWN OF BERLIN’S \$4,560,000 GENERAL OBLIGATIONS BONDS, ISSUE OF 2024, DATED OCTOBER 8, 2024”, pending approval by the Board of Finance. Approve the transfer of \$850,000.00 of ARPA grant funds from the HVAC Upgrades account to the Buildings and Renovations account, both in the American Rescue Plan Fund, pending approval by the Board of Finance and to authorize the Director of Finance to modify all existing purchase orders, as needed, related to the Willard HVAC project that use ARPA funds and the Police Construction project that use bond funds to reflect the impact of the approved funding changes. - Finance
 2. Topic re: Presentation of Feasibility Study of Demore, Dinda, Bittner Jr. Memorial Pool Complex – Public Grounds/Parks and Recreation
 3. Topic re: Presentation on Police Servers, Storage and Licensing Upgrade for the 2026 Capital Budget. – Information Technology
 4. Topic re: Authorize the Interim Town Manager to sign an agreement with Golf Design Unlimited and Doug Smith to be the Golf Course Architect for the Timberlin Bunker Project for no more than \$30,000. – Golf Course
 5. Topic re: Authorize the Town Manager to enter into an agreement, with contingencies including completion of the section 8-24 review, to buy the property known as Map 25-4, Block 74 Lot 49, 0 Chamberlain Highway for \$100,000, subject to review and approval of Corporation Counsel. – Economic Development
 6. Topic re: Authorize the Interim Town Manager to sign an inter-local agreement with the City of Middletown concerning a State Recreational Trails Grant for the Lamentation Mountain/Pistol Creek Area, subject to review and approval of Corporation Counsel and to refer the project to the Planning

and Zoning Commission for a review pursuant to section 8-24 of the Connecticut General Statutes.
– Economic Development

J. TOWN MANAGER’S REPORT:

K. SPECIAL COMMITTEE REPORTS:

L. COUNCILORS’ COMMUNICATION:

M. ACCEPTANCE OF MINUTES: October 15, 2024
 October 23, 2024 – Special Meeting

N. EXECUTIVE SESSION:

1. Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – Riggins v. Berlin, Rock River Realty v. Berlin, and proposed Settlement of Real Property Tax Appeal (Instant Property Solutions).

O. ADJOURNMENT



TOWN OF BERLIN

Office of the Mayor

TOWN HALL • BERLIN, CT 06037

Mayor

Mark H. Kaczynski

Deputy Mayor

Charles R. Paonessa

PROCLAMATION

Whereas: Each year, we pause to remember the men and women who have served selflessly in America's armed forces; sacrificing a great deal, including those who made the ultimate sacrifice, for our freedom and democracy; and

Whereas: As veterans, they deserve the respect and appreciation of all our citizens; and

Whereas: The citizens of the Town of Berlin are encouraged to honor our service men and women, including those listed as missing in action or prisoners of war, and to remember those who have lost their lives in service to our country; and

Whereas: On Veterans' Day we publicly salute these sacrifices by providing programs to pay tribute to our military veterans for all they have done, and continue to do, to make the world a better and safer place;


NOW, THEREFORE, BE IT RESOLVED, that I, Mark H. Kaczynski, Mayor of the Town of Berlin, Connecticut do hereby officially proclaim November 11, 2024 as **Veterans' Remembrance Day** in the Town of Berlin.

Dated this 7th day of November, 2024 at Berlin, Connecticut.

Mark H. Kaczynski, Mayor

Consent
Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: W. Lee Palmer, Interim Town Manager 

DATE: November 1, 2024

SUBJECT: Accept Library Donations

Summary of Agenda Item:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	48.06	Unrestricted Donations	greatest need in memory of Lois MacFarlane	Carol Bowen
	145.17	Unrestricted Donations	in celebration of Dunbier/Yantz wedding	JoAnn Portelance
	23.79	Unrestricted Donations	greatest need in memory of Barbara Brown	Theress Kass
	96.62	Unrestricted Donations	greatest need in memory of Barbara Brown	Patricia Hamelin
	48.06	Unrestricted Donations	greatest need in memory of Barbara Brown	Cynthia Brown
	20.00	Unrestricted Donations	greatest need in memory of Barbara Brown	Rollande and David Matthews
	25.00	Unrestricted Donations	greatest need in memory of Barbara Brown	Kern & Kern
	50.00	Unrestricted Donations	greatest need in memory of Lois MacFarlane	Curtis Holtman
	25.00	Unrestricted Donations	greatest need in memory of Barbara Brown	Beverly O'Neill
	10.00	Unrestricted Donations	greatest need in memory of Barbara Brown	Helen Lewandowski
	50.00	Unrestricted Donations	greatest need in memory of Barbara Brown	Carolyn Carcia
	50.00	Unrestricted Donations	greatest need in memory of Barbara Brown	Donna and Steve Stachelek
	25.00	Unrestricted Donations	greatest need in memory of Barbara Brown	Cynthia Dipierdomenico
	44.39	Library Agency Acct.	books in memory of Ann and Bobby Gioscia	Laurie DeVivo
	50.00	Library Agency Acct.	books in memory of Barbara Brown	Barbara Ritchie

	96.62	Library Agency Acct.	books and materials in memory of Barbara Brown	Berlin Volunteer Fire Department
	807.71			

Funding:

No funding needed

Action Needed:

Move to accept monetary donations totaling \$807.71 and deposit \$616.70 into the Unrestricted Donations account for the library's greatest need and deposit \$191.01 into the Library's Agency account for the purchase of books and materials.

Attachments:

n/a

Prepared By:

Carrie Tyszka, Library Director



Agenda Item No. 2 *Consent*
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: W. Lee Palmer, Interim Town Manager



DATE: October 17, 2024

SUBJECT: Fee waiver of room rental at the Berlin Community Center

Summary of Agenda Item:

The Berlin Parks and Recreation Commission at its meeting on Thursday, October 10, 2024 recommended approval for the Lumibility – Kid Steps group to have rental fees waived for meetings at the Berlin Community Center at \$30/meeting. Lumibility – Kid Steps is a non-profit organization that provides early intervention services to families and children in the Berlin community, as well as surrounding communities.

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

Funding:

No funding needed

Action Needed:

Move to approve Lumibility – Kid Steps to have rental fees of \$30/meeting at the Berlin Community Center waived.

Attachments:

Fee Waiver

Prepared By:

Jennifer Ochoa, Director of Community, Recreation and Parks Services





TOWN OF BERLIN Request for Fee Waiver

Requesting Organization: <i>Kidsteps - humibility</i>	Date: <i>9/13/24</i>
Contact Name: <i>Faith Asol</i>	
Phone Number: <i>860-205-3512</i>	
Event: <i>Team meetings</i>	Date of Event: <i>every Wed. 12³⁰ - 2³⁰ pm</i>
Location of the Event: <i>community center</i>	
What fee do you want waived: <i>We are a nonprofit organization and need a space for 2 hours/week to collaborate</i>	
Identify the hardship incurred: <i>Ours is a non-profit organization without a budget for meeting space for the state wide teams.</i>	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: <i>Our team of therapists provide Early Intervention services to families and children in the Berlin community as well as New Britain and Newington.</i>	

Town Manager review:

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

Yes No

If so, which criteria:

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

TOWN OF BERLIN
Request for Fee Waiver

Name of Non-Profit or Political Organization: Lumibility, Inc. - KIDSTEPS Birth to Three Program

Comments:


Signature

9/16/2024
Date


Town Manager Signature

10/19/24
Date

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

1. Fee Waiver Policy

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

Consent
Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: W. Lee Palmer, Interim Town Manager



DATE: October 17, 2024

SUBJECT: Donation of sign for Tyler Cop Memorial Basketball Courts

Summary of Agenda Item:

The Berlin Parks and Recreation Commission at its meeting on Thursday, October 10, 2024 recommended the acceptance of a sign naming the outdoor Berlin High School basketball courts to the Tyler Cop Memorial Basketball Court from the T Cop Foundation.

The sign will be 36" X 48" metal sign and will be hung on the outside of the fence of the basketball courts. The value of the sign is \$195.

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

Funding:

No funding needed

Action Needed:

Move to approve acceptance of a sign naming the outdoor Berlin High School basketball courts to the Tyler Cop Memorial Basketball Court in the amount of \$195 from the T Cop Foundation.

Attachments:

Design of sign

Prepared By:

Jennifer Ochoa, Director of Community, Recreation and Parks Services



TYLER COP

MEMORIAL



BASKETBALL

COURT

TO: The Honorable Mayor and Town Council

FROM: W. Lee Palmer Jr., Interim Town Manager 

DATE: October 25, 2024

SUBJECT: Request for Fee Waiver – Ginger Bread House Griswold Parents Club

Summary of Agenda Item:

Griswold Parents Club is hosting a Ginger Bread House Night on Monday, December 16, 2024. According to the application, this event is not for profit and is a community building event for Griswold School. Funds raised will only cover materials.

Funding:

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

Action Needed:

Move to approve waiving the Police Fees in the approximate amount of \$400.00 for the Ginger Bread House Night Event that will take place on Monday, December 16, 2024 at Griswold School.

Attachments:

Request for Fee Waiver Form

Prepared By:

Lieutenant Michael Jobes, Berlin Police Department 



TOWN OF BERLIN

Request for Fee Waiver

Requesting Organization: Griswold Parents Club	Date: 10/10/24
Contact Name: Mindy Lawoie	
Phone Number: 860 916 5589	
Event: Ginger Bread House night	Date of Event: 12/16/24
Location of the Event: Griswold School	
What fee do you want waived: Police protection \$ 403.05	
Identify the hardship incurred: Ginger bread House making night is not a profiting event. This event is a community building event for Griswold school. Funds raised will only cover materials used for the night.	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: This event is intended to be a fun family outing that builds community throughout the school. Also supports the school with social + emotional growth.	

Town Manager review:

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

Yes

No

If so, which criteria:

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

TOWN OF BERLIN
Request for Fee Waiver

Name of Non-Profit or Political Organization: Griswold Parents Club

Comments:

Griswold Parent's Club gives all proceeds from events back to Griswold School.


Signature

10/25/24
Date


Town Manager Signature

10/28/24
Date

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

1. Fee Waiver Policy

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

Berlin Public Schools

238 Kensington Road, Berlin, CT 06037

Application for Use of School Facilities

The use of school facilities and property shall be allowed in accordance with Berlin Board of Education Policy 1330.

Organization Griswold Parents Club

Contact Person Mindy Lavoie

Address 92 Simms Rd

Phone 860 916 5589 Email mindyce@ gmail . com

School Building Griswold School

Facility (rooms) Gym + Cafe with YMCA in gym this day
(To reserve the Berlin High School Auditorium, an Application for Use of Auditorium must accompany this request.)

NO TAPE OF ANY KIND WILL BE ALLOWED TO MARK THE GYM FLOORS.

Type of Activity Gingerbread Night

Date of Activity Dec. 16th Time 4pm Start 8³⁰ pm End _____

Admission Charges (if any) prepaid Expected Attendance (#) 225

Note: Building will be opened 15 minutes before the start of the activity unless otherwise specified. Building must be cleared 15 minutes after the conclusion of the activity. *3 tables in hallway from library -> cafe area*

Special Requirements, Equipment, Etc. Tables in cafe + extra in the middle - many trash cans + access to power for music on the sound system.

Personnel, utility, and rental charges shall be assessed in accordance with Board Policy 1330. Charges are listed on the reverse side. Custodial Staff Required (#) 2 Other Staff Required (#) —

Police protection shall be required at all public performances OR whenever the public (other than members of the group applying for use of the building) is admitted, and shall be supplied by the party using the school property. One officer is required if attendance up to 200 is expected, two officers for 200 and over.

Police Officers Required (#) 1

Certification of Police Protection: Hours of Assignment 5:30-8:30 pm Date Scheduled with PD 10/24/24

Verifying Officer's Signature & Badge Number Fowler #254

We require a Certificate of Insurance for general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate to be filed with all applications for the use of school facilities. Organizations affiliated with the Berlin Public Schools and the Town of Berlin are exempt from this requirement. **The Town of Berlin and Berlin Board of Education should be listed on the certificate as additional insured and a thirty (30) day notice of cancellation should be included.** The insurance company listed on the certificate must be licensed to do business in the State of Connecticut.

Note: Failure to provide the Board of Education proof of police protection and a certificate of insurance one week prior to the event shall result in the cancellation of the event.

Restrictions on Use of School Facilities

1. Illegal activities will not be tolerated and any violations may justify permanent restriction of the organization involved.
2. Use or possession of alcoholic beverages or unauthorized controlled substances shall not be permitted on school property. There shall be no smoking in school buildings and on school grounds.
3. Refreshments can be served or consumed only in areas designated by the principal.
4. Inappropriate advertising and/or decorations shall not be allowed.
5. Activities which engender racial or religious prejudices or which are detrimental to democracy are prohibited.

The above applicant, by the undersigned duly authorized agent, agrees to accept all terms and all responsibility for the conduct of the activity for which this application is made, and to hold the Town of Berlin harmless from all claims, demands, suits, or actions that may be brought against said Town, or any agent thereof, by reason of injury to any person or damage to any property caused by said applicant as a result of the activity for which this application is made.

Applicant Signature [Signature] Date 10/10/24

Application Approval [Signature] Date 10/24/24
Director of Business Operations, Superintendent of Schools (or) School Principal

Consent
Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: W. Lee Palmer Jr., Interim Town Manager



DATE: October 31, 2024

SUBJECT: Donation for Police Cadet Program.

Summary of Agenda Item:

The Police Department has received a used trailer donated by Boy Scout Troop # 24 valued at \$1,500 to be used by the Berlin Police Cadet Program.

Funding

No funding needed.

Action Needed:

Move to accept the donation of the trailer valued at \$1,500 for the Berlin Police Cadet Program.

Attachments:

None

Prepared By:

Deputy Chief Drew Gallupe 

Consent
Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: W. Lee Palmer Jr., Interim Town Manager



DATE: November 5, 2024

SUBJECT: Donations for K9 Program

Summary of Agenda Item:

The Police Department has received \$10,250 in donations from the Kevin Budney and Budney Aerospace Inc. to the K9 Program for the purchase of a new K-9 (10,000) and the Mitchell Family (250).

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the K9 Program Expenditure Account # 100.15.1532.0.53225.00000.

Funding

No funding needed.

Action Needed:

Move to accept the donations of \$10,250 and appropriate the funds to the Police K9 Program Expenditure Account.

Attachments:

None

Prepared By:

Deputy Chief Drew Gallupe *DC*

Consent
Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: W. Lee Palmer Jr., Interim Town Manager



DATE: November 5, 2024

SUBJECT: Donation for supplies.

Summary of Agenda Item:

The Police Department has received \$5,100.00 in donations by Mattabassett Rifle & Pistol Club (2,875), Atrinity Home Health LLC (2,000), Donna Barrows (200), and Eleanor Hill (25) for supplies.

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the Supplies Expenditure Account # 100.15.1532.0.53201.00000.

Funding

No funding needed.

Action Needed:

Move to accept the donation of \$5,100.00 and appropriate the funds to the Supplies Expenditure Account.

Attachments:


None

Prepared By:

Deputy Chief Drew Gallupe 

Consent
Agenda Item No. 8
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: W. Lee Palmer, Interim Town Manager 

DATE: November 6, 2024

SUBJECT: Donation to Berlin Animal Control

SUMMARY:

Accept donations to Berlin Animal Control Donation Account # 001.00.0000.0.20010.00000

Period	Amount	Purpose	Donor*
October 1, 2024 to November 1, 2024	\$50.00 ck # 314	Animal Care	George & Kris Choinski Berlin
	\$50.00 Ck# 65052505	Animal Care	Thomas Ottman Berlin
	\$152.56 (value)	Vet Care kittens	F.O.B.A.C. Berlin
	\$140.00 (value)	Animal Care flea meds, pup-pads	Lorraine Corriveau Berlin
	\$5.00 (cash)	Animal Care	Aaron Shaw Berlin
	\$ 45.00 (cash)	Animal Care	Claire Kinney Southington

* Unless a name is mentioned, donors requested anonymity

FUNDING:

None

ACTION NEEDED:

Move to accept donations to the Berlin Animal Control Donation Account for \$150.00 and supplies/medical care valued at \$292.56

ATTACHMENTS:

Thank you notes

PREPARED BY: Janice Lund, Animal Control Officer



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

September 16, 2024

George & Kris Choinski
466 Norton Rd.
Berlin, CT. 06037

Dear George & Kris,
We are very sorry for your loss and want to thank you for the donation in memory of John Semeniuk. We will send acknowledgement to his daughter. All donations are used for vaccinations, neutering or any medical care that may be needed prior to adopting. Thanks again for thinking of our animals.

Sincerely,

Jan Lund, ACO
Kate Matson, AACO



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



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

September 16, 2024

Ann Semeniuk
50 Shenfield St.
New Britain, CT. 06053

Dear Ann,
We are very sorry for the loss of your Father. A \$50 donation was received today in his memory from George & Kris Choinski of Berlin. All donations are used for vaccinations, neutering or any medical care that may be needed prior to adopting. Again, our sincere sympathy for your loss.

Sincerely,

Jan Lund, ACO
Kate Matson, AACO



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



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

October 2, 2024

Thomas Ottman

Dear Thomas,

Thank you so much for your continued \$50 donations. It is appreciated more than you can know. It helps us to keep up our efforts in caring for our new animals so they can find homes.

Thanks again.

Sincerely,

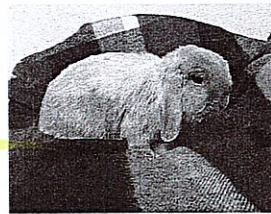
Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



“ Ryder “



“ Mini “



“ Finn “

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

INVOICE

Companion Animal Hospital

5 Kirby Rd.
Cromwell, CT 06416
860-632-7955

FOR: Ms. Berlin Animal Control
600 Christian Lane
Berlin, CT 06037
(860) 828-7055

Printed: 10-08-24 at 3:56p
Date: 10-08-24
Folder: 1452
Invoice: 136766

Date	For	Qty	Description	Price	Discount	Net Price
Services by Dr. Melina Rothert						
10-08-24	Milkshake	1	Azythromycin 200mg/5ml Suspensi			31.76
Services by Dr. Barbara Hess						
10-08-24		1	Office Visit - Comprehensive Exam			69.00
10-08-24		1	Subcut. Fluid Therapy	48.50	48.50	0.00 **
10-08-24	Ronald	1	Office Visit - Physical Exam with va	60.00	60.00	0.00 **
10-08-24		1	Fel. Distemper 1st Vaccine (FVRCP	28.00	8.00	20.00 **
10-08-24		1	Strongid T (Worming)			11.80
10-08-24		1	Rabies Feline 1Year	32.00	12.00	20.00 **
Services by						
10-08-24			Mastercard payment			-152.56
Old balance		Charges		Payments		Discount
0.00		152.56		152.56		128.50 **
						New balance
						0.00

Your invoice total reflects our **Non Discounted Clients** discount.

Reminders for:		Last done
10-08-25	Office Visit with Vaccination	10-08-24
10-08-25	Rabies Feline 3 Year	

(No reminders are due for this patient.)

COMPANION ANIMAL HOSPITAL
 5 KIRBY RD
 CROMWELL, CT 06416
 Record Num.: 0016

CREDIT CARD
Sale

Application Label: Mastercard Debit
 XXXXXXXXXXXXX5592 Exp: XX/XX
 ADD: A0000000041010
MASTERCARD Entry Method: Contactless
 CHIP READ
 A/C: 0016
 AC: 585634067095129

Total: US\$ 152.56
 10/08/24 15:56:10
 Resp Code: 00
 IPR: 0000000000
 ISI: ERM
 Invl: 000016 Appr Code: 156823
 Approvd: Online Batch#: 001126
 TRN Ref #: MURROVRY1008

DESCRIPTION:
 THANK YOU!
 PLEASE USE AGAIN
 COMPANION COPY
 RETAIN THIS COPY FOR STATEMENT
 VALIDATION



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

October 5, 2024

Lorraine Corriveau
125 Hillside Dr
Berlin, CT. 06037

Dear Lorraine,

Thank you so much for your continued donations. It is appreciated more than you can know. The flea meds are needed very much and the puppy-pads too. It helps us to keep up our efforts in caring for our new animals so they can find homes.

Thanks again.

Sincerely,

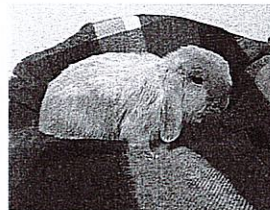
Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



“ Ryder “



“ Mini “



“ Finn “

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



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

October 11, 2024

Cindy Johansson
61 Reservoir Road
Berlin, CT. 06037

Dear Cindy,

Thank you so much for your donation of the two fresh pet soft food bags and the bag of Treats! It is greatly appreciated. I am so sorry for the loss of you beloved pet, please keep us in mind for you next fur baby (I know you said you wanted to adopt a small dog).

Thanks again.

Sincerely,

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



“ Ryder “



“ Mini “



“ Finn “

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



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

October 11, 2024

Claire Kinney
30 Cedar St
Southington, CT. 06489

Dear Claire,

Thank you so much for your donation of \$ 45.00 It is greatly appreciated.
We hope Rosie is fitting in to your home and all is going well.
Thank you again for adopting from us.

Thanks again.

Sincerely,

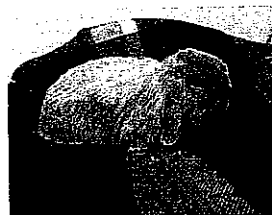
Jan Lund, Animal Control Officer
Kate Matson, Assistant Animal Control Officer



“ Ryder “




“ Mini “



“ Finn “

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

Agenda Item No. 9 ^{Consent}
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: W. Lee Palmer, Interim Town Manager 
DATE: October 21, 2024
SUBJECT: Waiver of Fees

Summary of Agenda Item:

Vital Signs will be installing a new industrial park sign at the corner of Old Brickyard and Porter's Pass which will show the businesses that are there. The sign and installation are being paid for by the Town of Berlin Economic Development Department. We are looking to have the building permit fee of \$170.00 waived as it is a town funded project.

Action Needed:

Move to approve waiving the fee of \$170.00 for the building permit for the installation of an industrial park sign at the corner of Old Brickyard and Porters Pass.

Attachment:

Fee Waiver Request Form

Prepared By:

Chris Edge, Economic Development Director *CE*



TOWN OF BERLIN Request for Fee Waiver

Requesting Organization: TOWN OF BERLIN	Date:
Contact Name: CHRIS EDGE	10/21/24
Phone Number: 860-828-7005	
Event: INSTALLATION OF IND. PANIC SIGN	Date of Event: AS SOON AS POSSIBLE
Location of the Event: OLD BRICKYARD AND PORTER'S PASS	
What fee do you want waived: \$170 ⁰⁰ - BUILDING PERMIT	
Identify the hardship incurred: TOWN-FUNDED PROJECT	
Identify how your organization benefits the Town of Berlin as outlined in the below criteria. Please be specific: IT GIVES THE FIRMS ON OLD BRICKYARD VISIBILITY IN A UNIFORM AND PROFESSIONAL SIGN PERM FOR BY THE TOWN OF BERLIN	

Town Manager review:

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

Yes

No

If so, which criteria:

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

TOWN OF BERLIN
Request for Fee Waiver

Name of Non-Profit or Political Organization: TOWN OF BERLIN

Comments:
THIS WAIVER IS FOR A TOWN - FUNDED PROJECT,

C. P. _____
Signature

10/21/29
Date

[Handwritten Signature]
Town Manager Signature

10/21/24
Date


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

1. Fee Waiver Policy

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

Agenda Item No. 1
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: W. Lee Palmer, Interim Town Manager 

DATE: October 31, 2024

SUBJECT: Move to reallocate remaining ARPA funds from the Willard HVAC project to the Police Construction project and reallocate \$860,000 of October 2024 GO Bond proceeds from the Police Construction project to the Willard HVAC project.

SUMMARY OF AGENDA ITEM:

The US Treasury established a deadline of December 31, 2024, for all ARPA grant funds to be obligated. To meet the US Treasury criteria of obligated, the Town of Berlin must have entered a contract or issued a purchase order that legally binds the Town.

Currently, all remaining ARPA funds are allocated to the Willard HVAC project. However, not all funds allocated to this project meet the criteria of obligated.

<u>Contractor</u>	<u>Contract Balance</u>	<u>Meets Obligation Criteria</u>
All State Construction	\$521,376.18	Yes
Newfield	\$88,872.50	Yes
Friar	\$2,070.00	Yes
Sustainable Engineering	\$10,500.00	Yes
All State Contingency	\$135,270.16	No
Newfield Contingency	\$93,125.00	No
Uncommitted Balance	<u>\$200.36</u>	No
TOTAL PROJECT BALANCE	<u>\$851,414.20</u>	

To avoid returning \$228,595.52 of ARPA funds that do not meet the definition of obligation and to facilitate a straightforward transfer of funds between projects, this motion seeks to “swap” bond funding from the Police Station Construction project and ARPA funding from the Willard HVAC project. There is a slight difference (\$8,585.80) that will be moved into the Willard HVAC project but remain uncommitted.

The reallocation does not change any construction or management aspects of either project. However, it does require changing the funding source for Willard HVAC contract authorizations from ARPA funds to bond funds.

The bond authorization being used to fund Willard HVAC is not the authorization used to secure State grant funds for Griswold and Hubbard. When the Town of Berlin filed for the first State grant project, a bond ordinance was approved that covered all three elementary schools. This ordinance

remains in effect and is the bond ordinance under which this reallocation is being made. The balance on the bond ordinances supporting the upcoming Hubbard and Griswold HVAC projects remain unchanged by this action.

FUNDING:

545.35.3561.0.54000.00341 HVAC upgrades (Willard HVAC project)
538.15.1532.0.54000.00300 Buildings & Renovations (Police Station Construction project)

ACTION NEEDED:

Move to read the title of the proposed “RESOLUTION REALLOCATING PROCEEDS OF THE TOWN OF BERLIN’S \$4,560,000 GENERAL OBLIGATIONS BONDS, ISSUE OF 2024, DATED OCTOBER 8, 2024”, and to waive the reading of the remainder of the ordinance, incorporating its full text into the minutes of this meeting.

Move to approve a “RESOLUTION REALLOCATING PROCEEDS OF THE TOWN OF BERLIN’S \$4,560,000 GENERAL OBLIGATIONS BONDS, ISSUE OF 2024, DATED OCTOBER 8, 2024”, pending approval by the Board of Finance.

Move to approve the transfer of \$850,000.00 of ARPA grant funds from the HVAC Upgrades account to the Buildings and Renovations account, both in the American Rescue Plan Fund, pending approval by the Board of Finance.

Move to authorize the Director of Finance to modify all existing purchase orders, as needed, related to the Willard HVAC project that use ARPA funds and the Police Construction project that use bond funds to reflect the impact of the approved funding changes.

ATTACHMENTS:

Reallocation resolution
American Rescue Plan Grant Tracking Spreadsheet

PREPARED BY:

Kevin Delaney, Finance Director 

TOWN OF BERLIN

**RESOLUTION REALLOCATING PROCEEDS OF THE TOWN OF BERLIN'S
\$4,560,000 GENERAL OBLIGATIONS BONDS, ISSUE OF 2024, DATED OCTOBER 8, 2024**

WHEREAS, on October 3, 2023, the Town Council of the Town of Berlin, Connecticut (the "Town") approved an ordinance authorizing an appropriation and bond authorization in the amount of \$3,700,000 for police station renovations (the "Police Station Project"); and

WHEREAS, on October 8, 2024, the Town issued its general obligation bonds in the amount of \$4,560,000 (the "2024 Bond Issue") which included, in part, new money in the amount of \$860,000.00 allocated (the "Bond Funds") to the Police Station Project; and

WHEREAS, given that the Town has received \$750,000 in grants (the "Grant Funds") towards the Police Station Project, the authorized but unissued debt considering both the Grant Funds and the Bond Funds for the Police Station Project is \$2,090,000 (the "Police Station Project ABU"); and

WHEREAS, on November 2, 2022, the Town Council approved an ordinance authorizing an appropriation and bond authorization in the amount of \$4,900,000 (the "HVAC School Authorization") for HVAC upgrades in various schools including for the Willard Elementary School (the "Willard School/HVAC Project") and, to date, no bonds have been issued under the HVAC School Authorization leaving \$4,900,000 as authorized but unissued debt for this authorization (the "Willard School/HVAC Project ABU"); and

WHEREAS, the Town now has a more immediate need to fund expenses associated with the Willard Elementary School and desires to reallocate the Bond Funds from the Police Station Project to the Willard School/HVAC Project; and

WHEREAS, the Town intends to apply \$850,000 in grant funds from the Coronavirus State and Local Fiscal Recovery Funds program authorized by the American Rescue Plan Act ("ARPA Funds") to the Police Station Project; and

WHEREAS, such reallocation of Bond Funds to the Willard School/HVAC Project and application of ARPA Funds to the Police Station Project will increase the Police Station Project ABU to \$2,100,000 and decrease the Willard School/HVAC School Project ABU to \$4,040,000; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL PURSUANT TO SECTION 6-10-6 OF THE TOWN CHARTER, that:

1. The Bond Funds which were allocated to the Police Station Project are hereby reallocated to the Willard School/HVAC Project which results in a reallocation of 2024 Bond Issue proceeds as follows:

\$1,000,000	School HVAC Upgrades – Griswold (2023)
\$1,400,000	School HVAC Upgrades – Hubbard (2023)
\$860,000	School HVAC Upgrades (2023)
\$1,300,000	Police Radio Upgrades (2024)

Total: \$4,560,000.00

2. The Director of Finance is hereby directed to make the appropriate entries in the Town's financial records to reflect the above reallocation of proceeds of the 2024 Bond Issue.

American Rescue Plan Grant Tracking
As of 10/31/2024

Meets ARPA Obligation Definition	ARPA Grant	
	Appropriate for Lost Revenue	\$6,048,046.16
✓	FY22	\$700,000.00
✓	FY23	\$300,000.00
		\$1,000,000.00
	Expended for Willard HVAC (thru 10/23/2024)	
✓	FY23	\$30,815.00
✓	FY24	\$3,599,807.96
✓	FY25	\$497,869.00
		\$4,128,491.96
	Willard HVAC Remaining Balance (per vendor reports)	
✓	All State	\$521,376.18
✓	Newfield	\$88,872.50
✓	Friar	\$2,070.00
✓	Sustainable Engineering	\$10,500.00
		\$622,818.68
	Willard HVAC Remaining Contingency	
X	All State	\$135,270.16
X	Newfield	\$93,125.00
		\$228,395.16
	Hubbard HVAC	
✓	Friar - expended	\$4,160.00
	Friar - PO Balance	\$29,910.00
		\$34,070.00
	Griswold HVAC	
✓	Friar - expended	\$4,160.00
	Friar - PO Balance	\$29,910.00
		\$34,070.00
	Uncommitted	\$200.36
X		\$0.00
	ARPA Grant - Remaining Balance	\$0.00

Swap Willard ARPA funds and Police Construction Bond funds:
 Willard Balance \$622,818.68
 Willard Contingency \$228,395.16
 Uncommitted Funds \$200.36
\$851,414.20

Police Construction Bond Proceeds: \$860,000.00

Police Construction remaining AIA balances:
 Millenium \$1,270,035.16
 Jacunski Humes \$10,685.00
 Tri State Materials Inspection \$6,208.20
 Siemens \$18,325.00
 NORCOM \$59,264.88
\$1,364,518.24

Need to obligate before 12/31/2024	
HVAC contingency All State	\$135,270.16
HVAC contingency Newfield	\$93,125.00
Uncommitted balance	\$200.36
	<u>\$228,595.52</u>

Agenda Item No. 2
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: W. Lee Palmer, Jr., Interim Town Manager



DATE: November 6, 2024

SUBJECT: Feasibility Study of Demore, Dinda, Bittner Jr. Memorial Pool Complex

SUMMARY:

Luke McCoy, Principal/Landscape Architect from KBA will provide the findings of the Feasibility Study of the Demore, Dinda, Bittner Jr. Memorial Pool Complex.

FUNDING:

No funding needed.

ACTION NEEDED:

No action needed.

ATTACHMENTS:

None.

PREPARED BY:

Jennifer Ochoa, Director of Community, Recreation & Parks Services
Steven Wood, Superintendent of Parks and Grounds Department



Demore, Dinda, Bittner Jr. Memorial Pool Complex

Town Council Meeting

November 12, 2024

KBA





Tennis Court Renovation and Conversion to Pickleball Courts

New Playscape and Park Improvements

Pool House Renovation

Pool Renovation or Conversion to Splash Pad



Tennis Court Renovation and Conversion to Pickleball Courts

New Playscape and Park Improvements

Pool House Renovation

Pool Renovation or Conversion to Splash Pad

Existing Tennis Courts

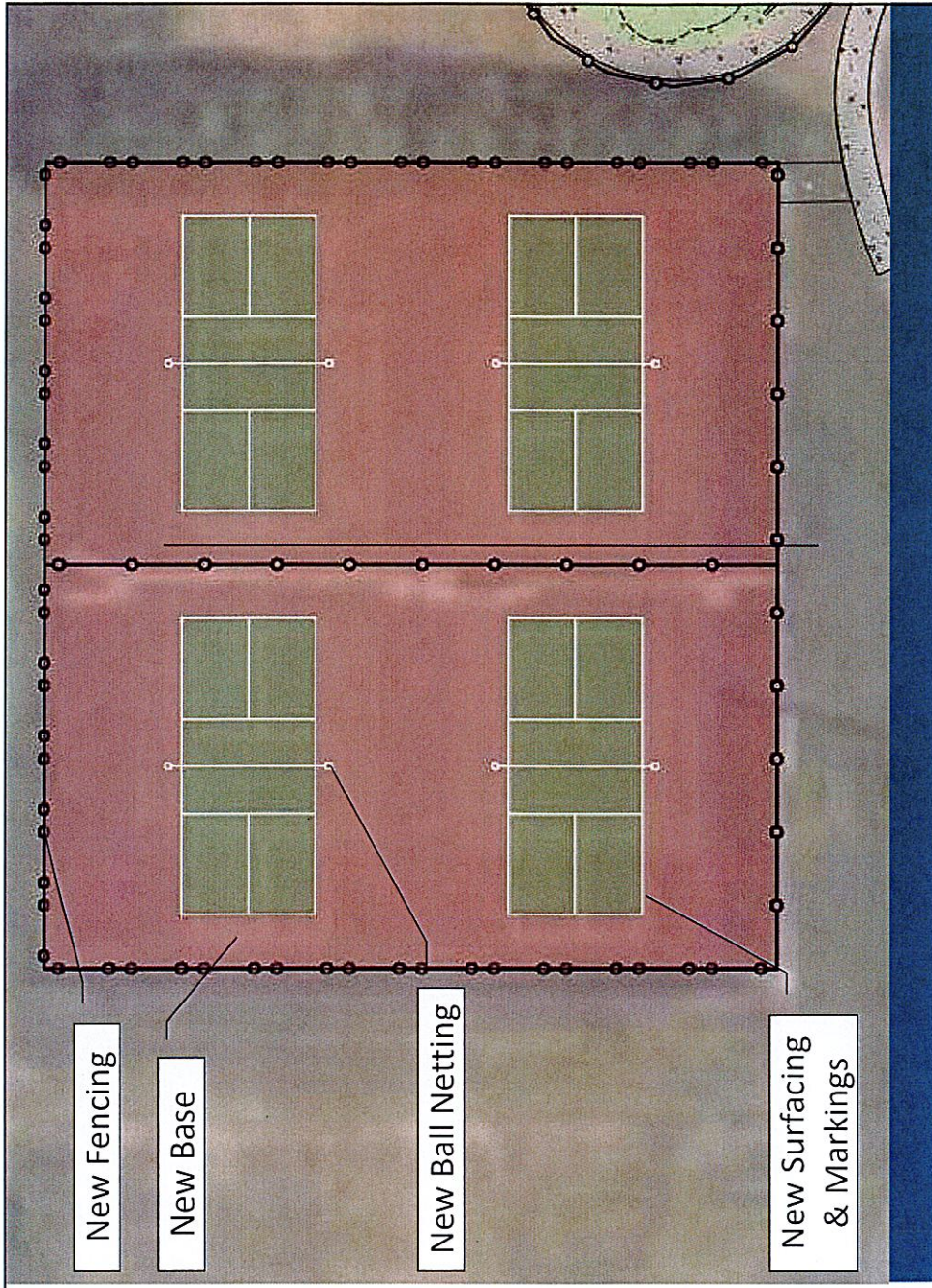
- Lack of Accessible Means of Egress
- Cracking and Settling in Asphalt
- Delamination and Surface Wearing
- Fencing Chain-link Mesh Warped and Posts Leaning
- End of Its Lifespan

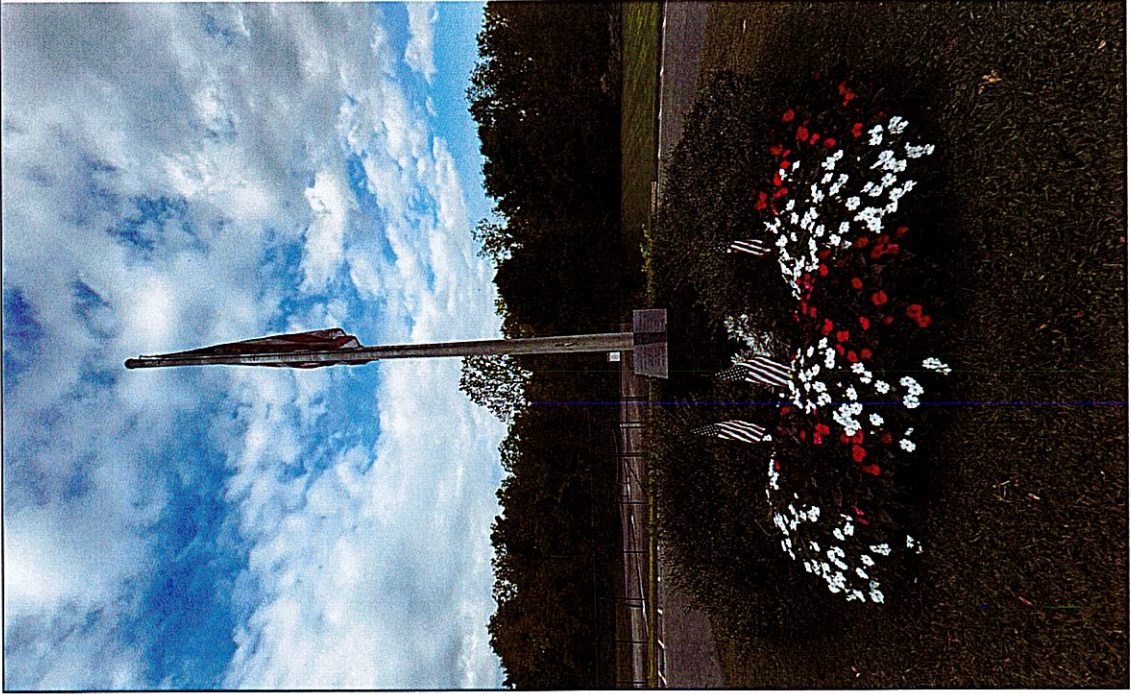


Tennis Court Renovation and Conversion to Pickleball Courts

- Drainage Improvements
- Post-Tensioned Concrete Base
- Pickleball Surfacing and Markings
- Pickleball Court Netting
- New Chain Link Fencing & Gates
- Accessible Walkway

• \$625,000 - \$700,000





Tennis Court Renovation and Conversion to Pickleball Courts

New Playscape and Park Improvements

Pool House Renovation

Pool Renovation or Conversion to Splash Pad

Park and Playscape

- Lack of Accessible Means of Egress
- Swings at End-of-Life Span
- Currently Open Space

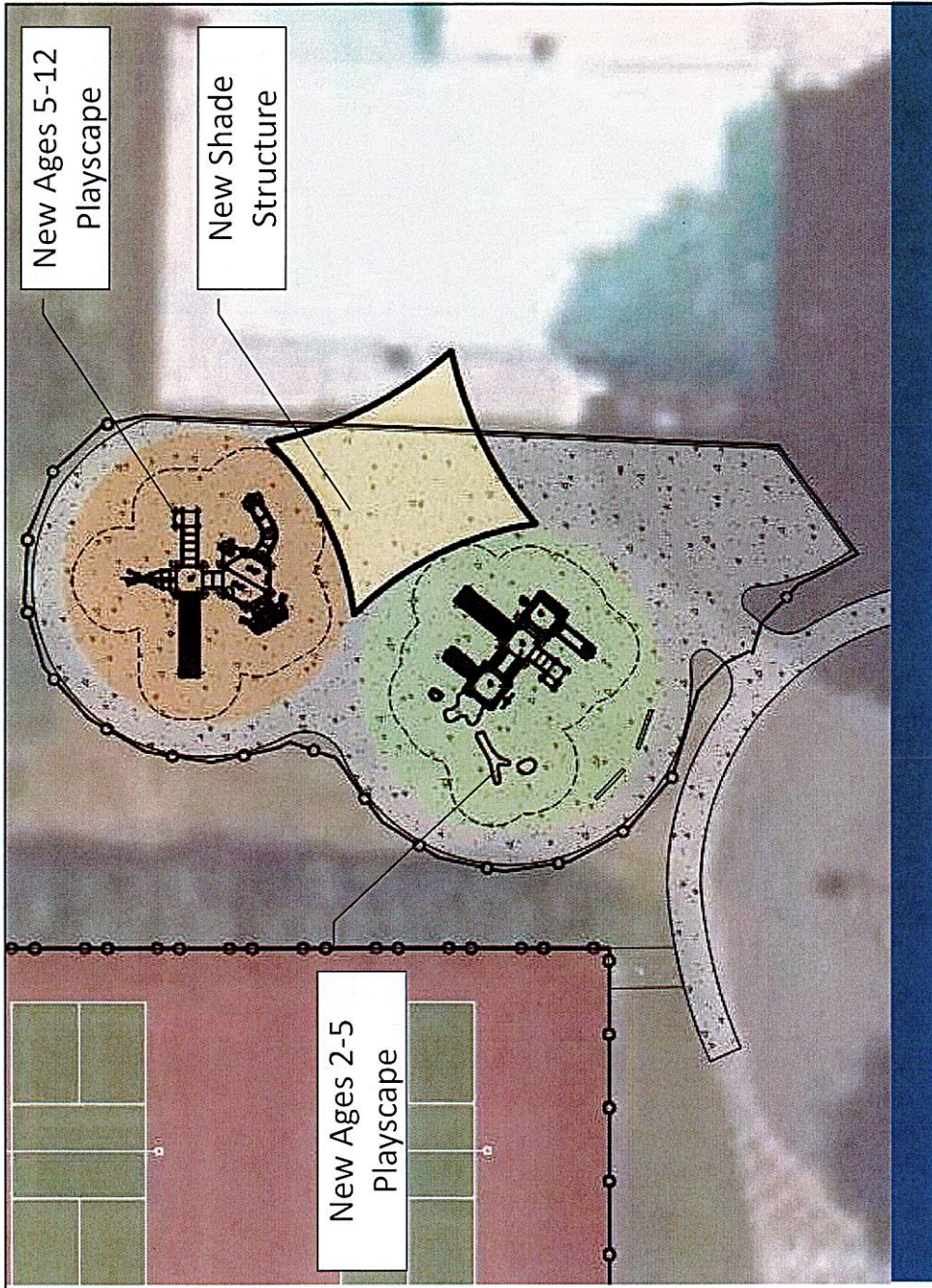


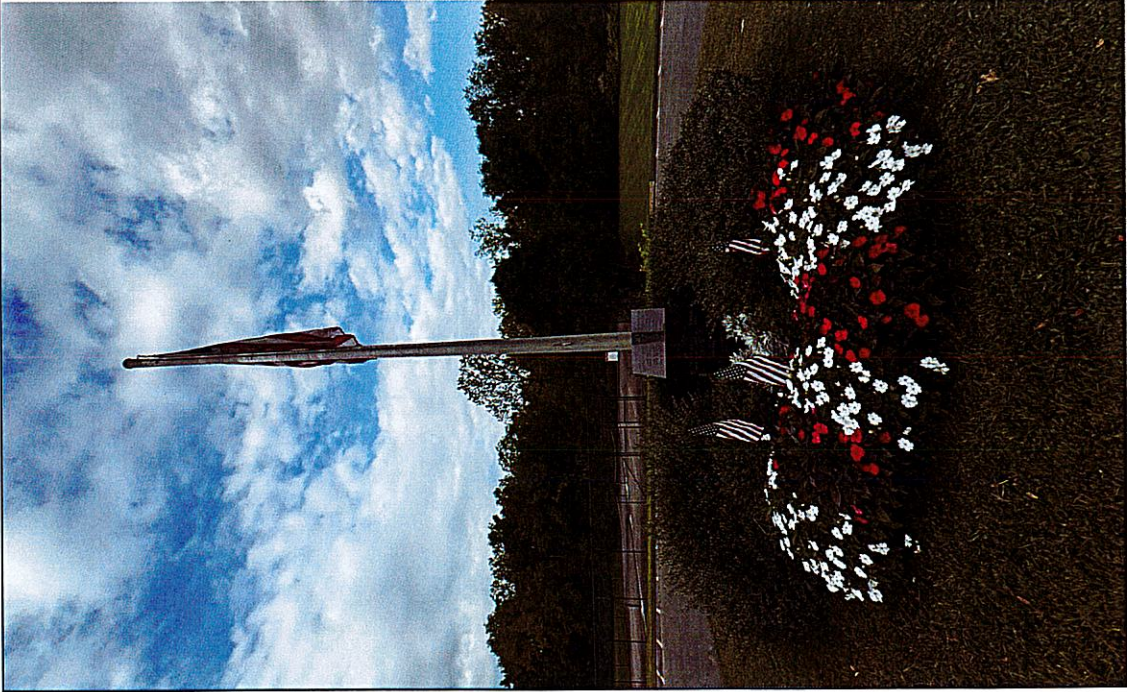
New Playscape and Park Improvements

- New Ages 2-5 Playscape Structure
- New Ages 5-12 Playscape Structure
- New Shade Structure
- New Safety Surfacing
- New Accessible Walkway

\$500,000 - \$550,000
(poured-in-place surfacing)

\$400,000 - \$450,000
(wood fiber mulch surfacing)





Tennis Court Renovation and Conversion to Pickleball Courts

New Playscape and Park Improvements

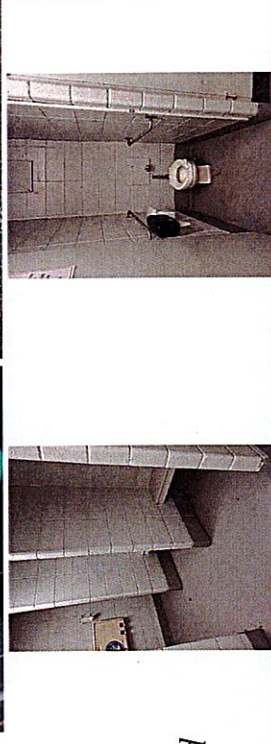
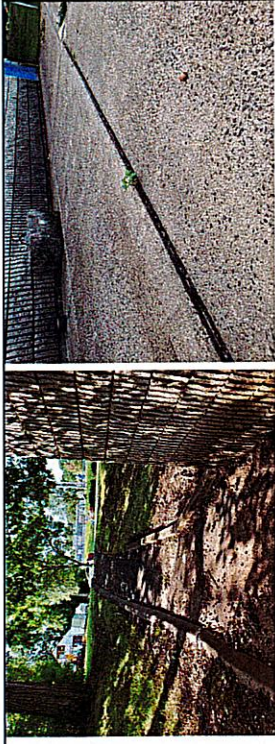
Pool House Renovation

Pool Renovation or Conversion to Splash Pad

Pool House Renovation

- Accessibility
 - Hardware-knobs
 - Lack of Signage w/Braille
 - Maneuvering Clearances
 - Path to Entrance
 - Patron and Staff Counter
 - Door Thresholds
 - Dressing Area
 - Bathroom Stalls and Sinks
 - Pavement and Egress
 - Grab Bars and Toilet Compartments

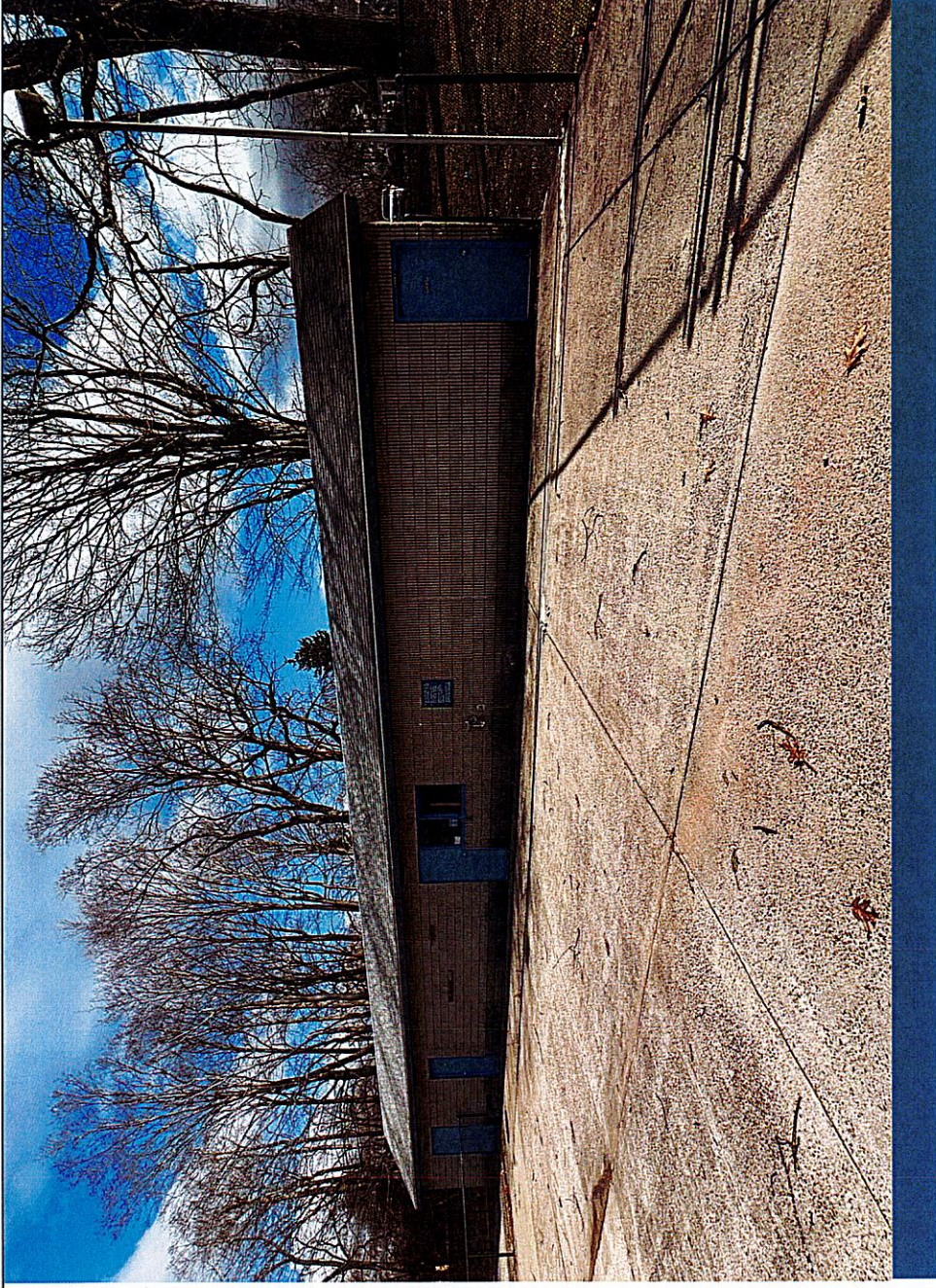
Alterations will require compliance with the 2010 ADA Standards and the accessibility requirements of the Connecticut State Building Code.



Pool House Renovation

- Accessibility and Code Updates
- Structurally Renovations and Updates
- New Roof
- M/E/P Updates and Replacements

\$1,300,000 – \$1,500,000
(\$450 – \$500 s.f.)





Tennis Court Renovation and Conversion to Pickleball Courts

New Playscape and Park Improvements

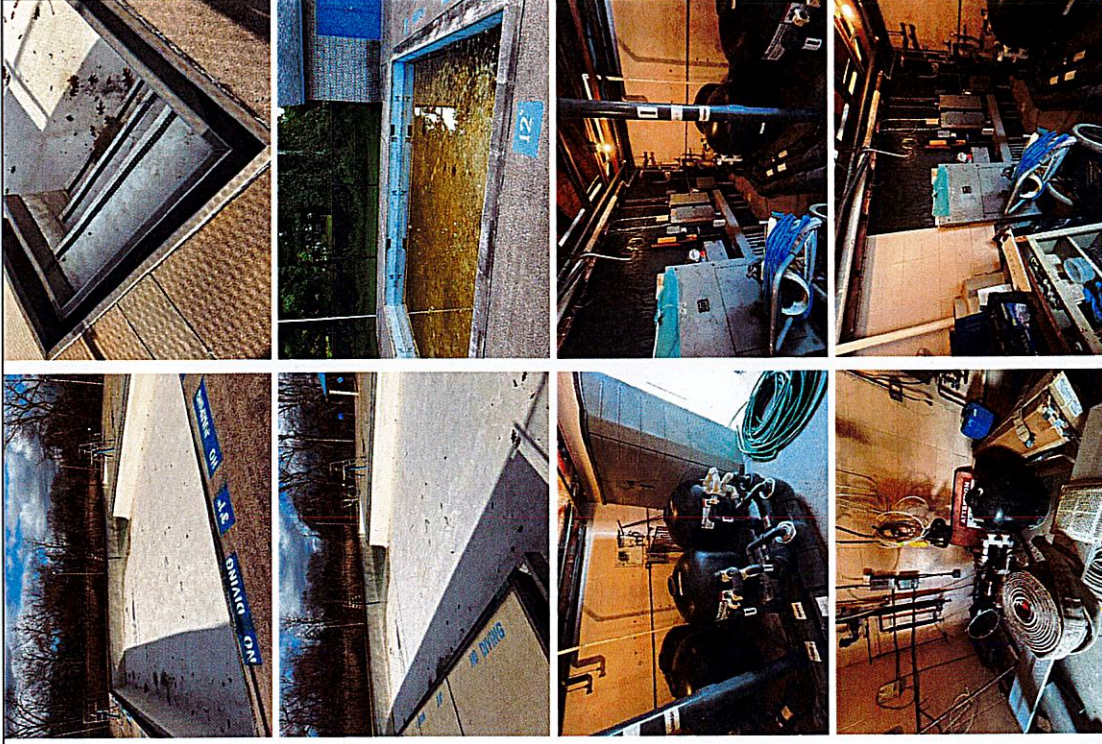
Pool House Renovation

Pool Renovation or Conversion to Splash Pad

Pool Renovation or Conversion to Splash Pad

- Wading Pool
 - Recommend Replacement
- Main Pool
 - Renovate
 - Replace

Alterations will require compliance with the requirements of the Connecticut State Building Code.

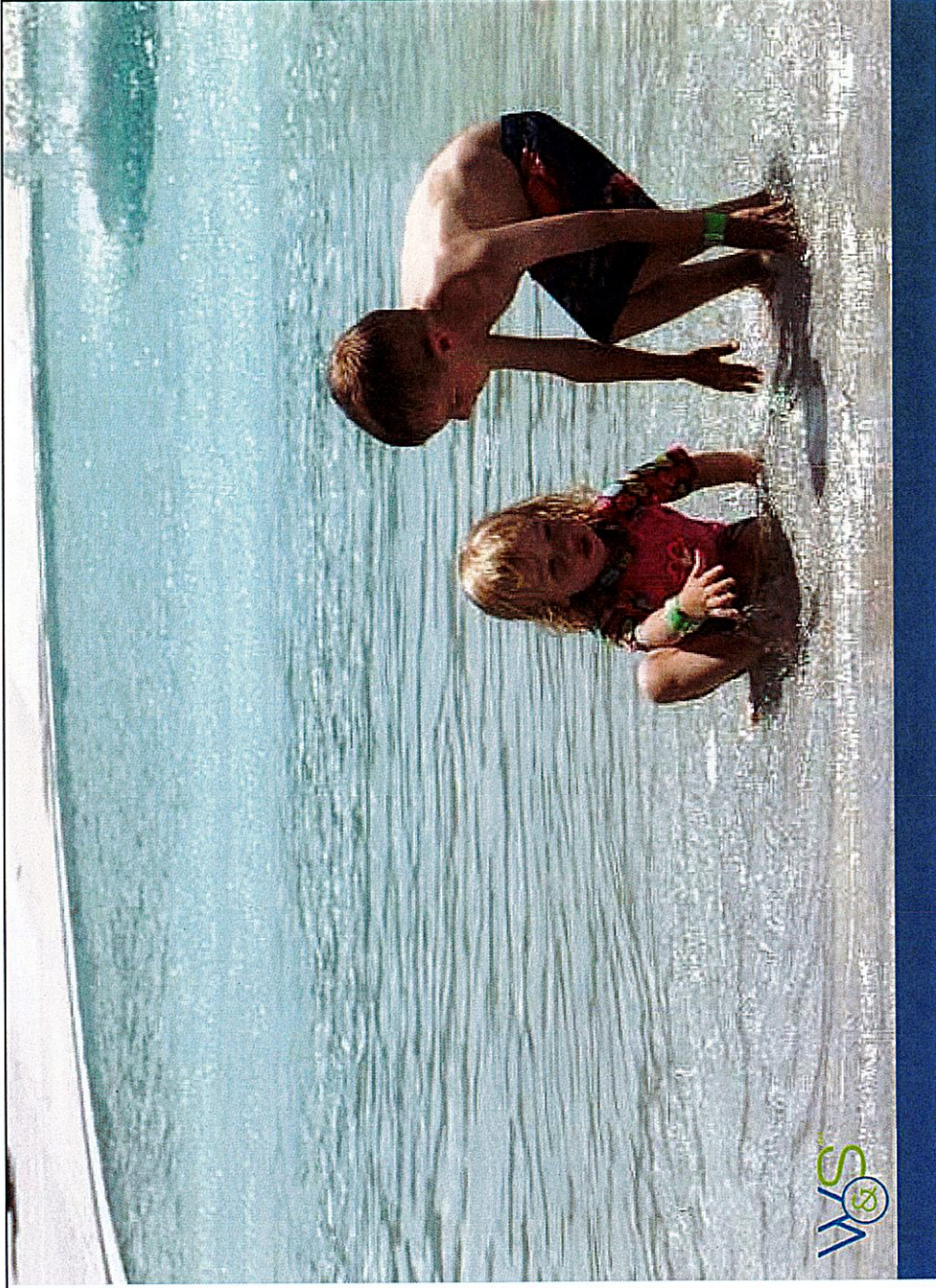


Wading Pool

- Add a Zero Entry
- Replace with a New Wading Pool

\$600,000 - \$650,000

KBA



Wading Pool

- Replace with a New Splash Pad

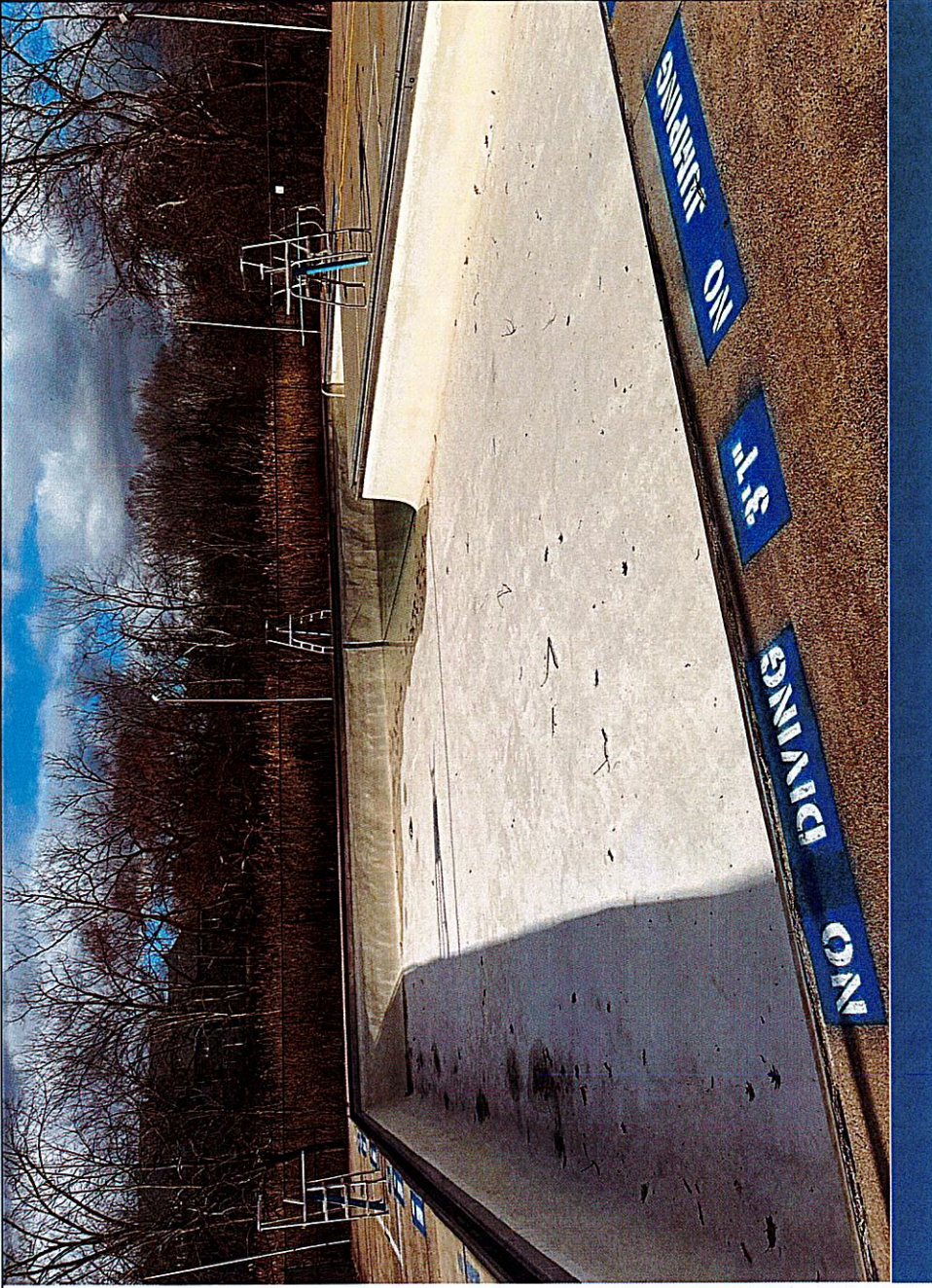
\$500,000 - \$550,000



Main Pool

- Renovation
- Extend Life 10-20 years

\$2,750,000 - \$2,900,000



Main Pool

- Replacement
- New Pool

\$3,500,000 - \$3,650,000

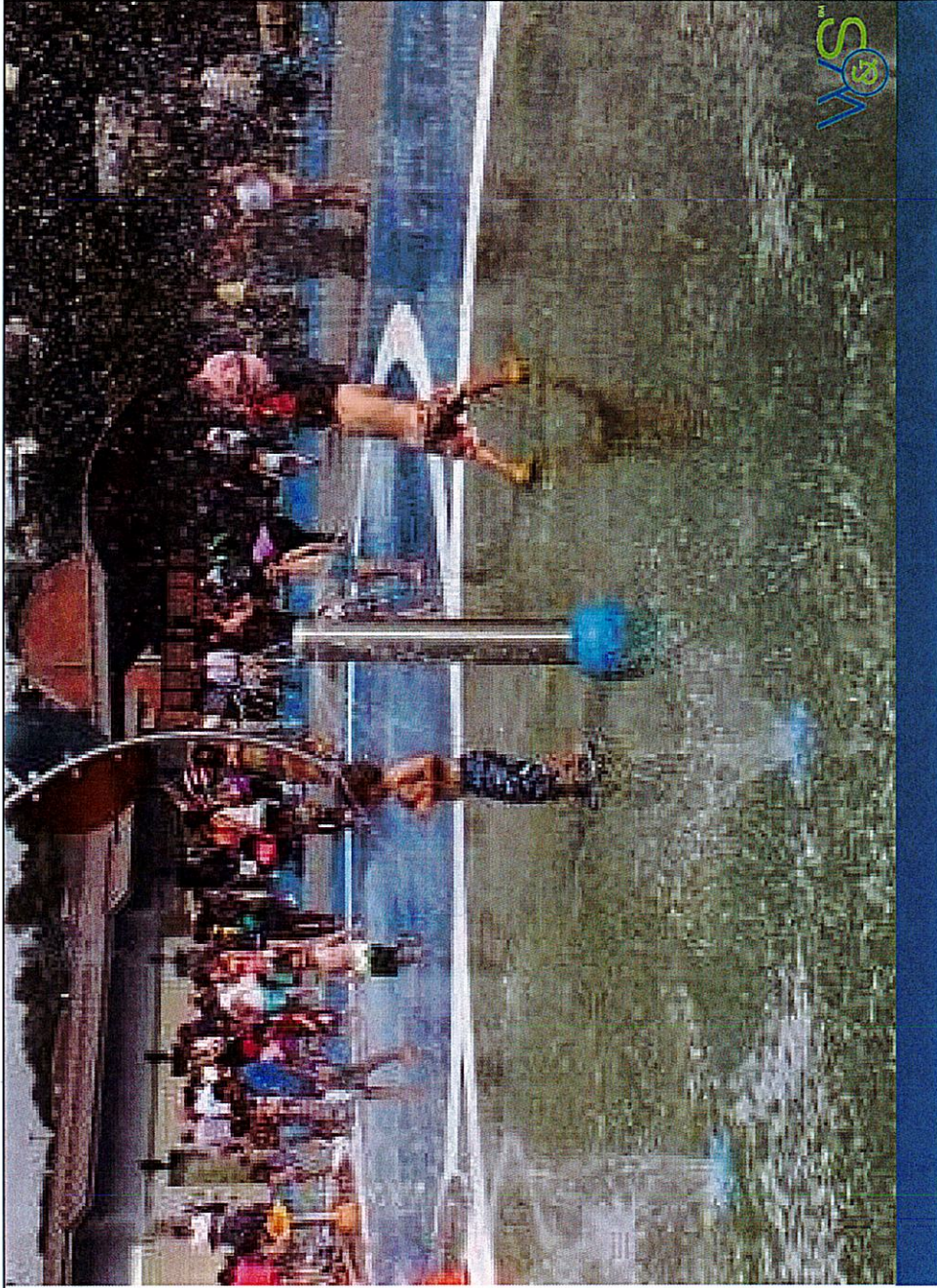


Main Pool

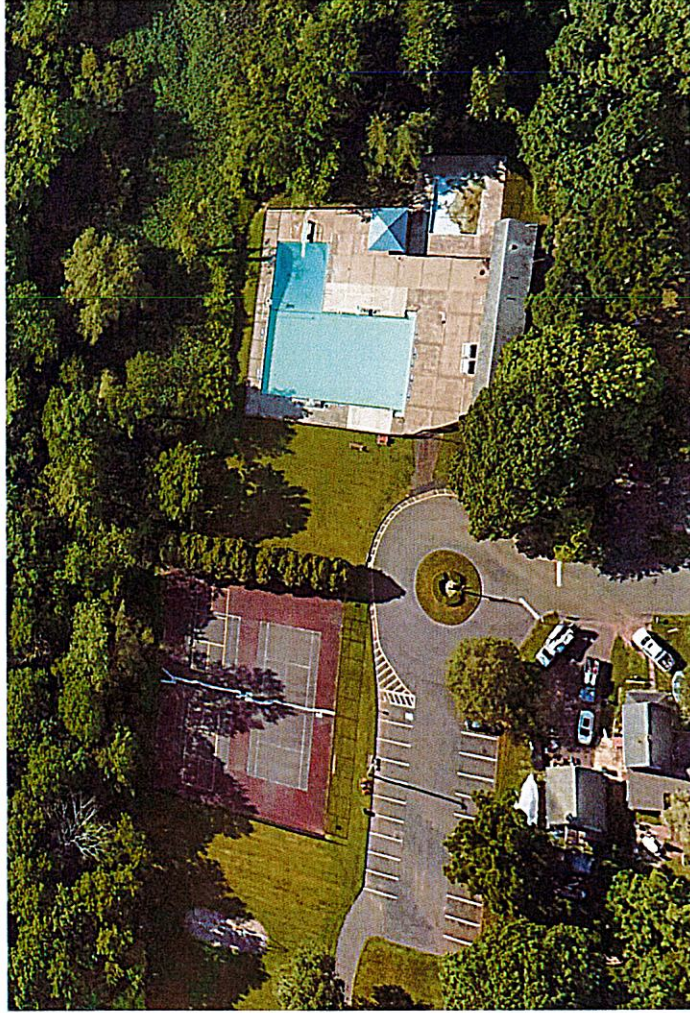
- Replace with a New Splash Pad

\$2,600,000 - \$2,750,000

KBA



Summary of Options




1. Tennis Courts to Pickleball Courts
 - \$625,000 - \$700,000
2. New Playscape and Park Improvements
 - \$400,000 - \$550,000
3. Pool House Renovation
 - \$1,300,000 - \$1,500,000
- 4-A. Wading Pool Replacement
 - \$600,000 - \$650,000
- 4-A. Wading Pool Conversion to Splash Pad
 - \$500,000 - \$550,000
- 5-A. Main Pool Renovation
 - \$2,750,000 - \$2,900,000
- 5-B. Main Pool Replacement
 - \$3,500,000 - \$3,650,000
- 5-C. Main Pool Conversion to Splash Pad
 - \$2,600,000 - \$2,750,000

KBA



Questions?

Agenda Item No. 3
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: W. Lee Palmer, Interim Town Manager 
DATE: October 16, 2024
SUBJECT: Police Servers, Storage and Licensing Upgrade - 2026 Capital Budget

Summary of Agenda Item:

The Police Department's servers and storage will reach end of life by August 2025. These items were last purchased in 2018 and have run their life cycle. Windows server and VMware licensing was last updated during this same period and will need to be renewed. The purpose of this project is to replace end of life equipment, renew licensing / support for VMware and update the server operating systems. The Town should make this purchase to ensure continued operation of the Police Department's computer systems. Almost every computer at the Police Department needs this infrastructure to operate. This includes Computer Aided Dispatch, the ability to write reports and book prisoners among many other functions. This project includes 5 years of support with possible ability to renew after that. The current servers and storage will reach end of life in August of 2025. If these items fail after this date, we will have no guarantee of replacement parts. These would have to be paid for at the going rate and may be hard to find. We would not be able to call the vendor for support if an issue occurred or a software upgrade was needed. The server operating system is Windows Server 2019 and has already reached end of life in January 2024. We also need to renew our support / licensing for VMware software. Running software that is no longer supported can be risky for a company's assets, data, hardware, and other software applications. This is because hackers can exploit known vulnerabilities in software to infect it with ransomware viruses and other types of malware. These items are quoted under Connecticut State Contract, with the major items being 4 servers, a shared storage device, VMware licensing/support and licensing for the latest version of Windows Server operating system.

Funding:

The cost of this project is under \$225,000 plus an additional \$20,000 in contingency. Funding will come from the proposed FY 26 capital budget.


Action Needed:

No action needed.

Attachments:

Quote # WTGQ64636-04 – CT State Contract Pricing

Prepared By:

Brian Freeman, Director of Information Technology 



WINSLOW Technology Group

303 Wyman St. Ste 210, Waltham, MA 02451-1253
t. (781) 471-5021 f. (617) 507-6427

QUOTE

Number WTGQ64636-04
Date 10/8/2024
Expiration 10/11/2024

Sold To

Police Department - Berlin, CT
Oscar Espinoza
240 Kensington Road
Berlin, CT 06037
United States

Phone 860-828-7170
Fax

Ship To

Police Department - Berlin, CT
Oscar Espinoza
240 Kensington Road
Berlin, CT 06037
United States

Phone 860-828-7170
Fax

Account Executive

Katy Ward
508-733-9535
kward@winslowtg.com

Line	Qty	Description	Unit Amount	Ext. Amount
1		PowerStore 500T		
2	1	PowerStore 500T Customer Rack	\$115,675.00	\$115,675.00
3	1	192GB Appliance DIMM 96GB Per Node		
4	1	PowerStore Base SW		
5	1	25GBE OPTICAL 4 PORT CARD PAIR		
6	1	LOW LINE POWER SUPPLY RT PAIR L9		
7	1	BASE UNIT CONFIG KIT		
8	1	Dell Hardware Limited Warranty		
9	1	ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended		
10	1	ProSupport 4-Hour 7x24 Onsite Service 3 Years		
11	1	ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years		
12	1	Dell Hardware Limited Warranty Plus On Site Service Extended Year		
13	1	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		
14	1	Keep Your Hard Drive for Enterprise 5 Years		
15	11	P1 25X2.5 NVME SED SSD 1.92TB		
16	1	10GBE OPTICAL 4 PORT IO MODULE PAIR		
17	1	C19 PWRCORD PAIR NEMA5-15 125V 10A 2Metr		
18	11	ProSupport 4-Hour 7x24 Onsite Low Capacity SSD Add On 5 Years		
19	11	Keep Your Hard Drive for Enterprise Low Capacity SSD Add-On 5 Years		
20				

Line	Qty	Description	Unit Amount	Ext. Amount
21		PowerEdge R660xs		
22	3	Trusted Platform Module 2.0 V3	\$22,160.00	\$66,480.00
23	3	2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 1 CPU		
24	3	Intel Xeon Silver 4514Y 2G, 16C/32T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400		
25	3	Heatsink for 1 CPU configuration (CPU less than or equal to 150W)		
26	3	Performance Optimized		
27	3	5600MT/s RDIMMs		
28	3	RAID 1		
29	3	PERC H355 Controller Front		
30	3	Front PERC Mechanical Parts, front load		
31	3	Performance BIOS Settings		
32	3	UEFI BIOS Boot Mode with GPT Partition		
33	3	No Energy Star		
34	3	Standard Fan X5		
35	3	Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF		
36	3	Riser Config 5, Low Profile, 1x16 LP Slots (Gen4) + 1x8 LP Slot (Gen5), 1CPU		
37	3	PowerEdge R660xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, MX, MLK		
38	3	Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0		
39	3	Dell Luggage Tag, 0/6/8/10		
40	3	PowerEdge 1U LCD Bezel		
41	3	No Operating System		
42	3	Windows Server 2022 Datacenter,16CORE,Secondary OS,No MEDIA,Unlimited VMs		
43	3	Windows Server 2022 Datacenter,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)		
44	3	Windows Server 2022 Datacenter,16CORE,Secondary OS,Media Kit, Multi Lang, (Downgrade not included)		
45	3	iDRAC9, Enterprise 16G		
46	3	Secured Component Verification		
47	3	No Quick Sync		
48	3	iDRAC,Factory Generated Password		
49	3	iDRAC Service Module (ISM), NOT Installed		

Line	Qty	Description	Unit Amount	Ext. Amount
50	3	iDRAC Group Manager, Disabled		
51	3	A11 drop-in/stab-in Combo Rails Without Cable Management Arm (A11)		
52	3	Cable Management Arm		
53	3	PowerEdge R660xs HS5610 Label, CCC Marking, No CE Marking, for below 1300W PSU		
54	3	ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years		
55	3	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years		
56	3	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended		
57	3	Dell Hardware Limited Warranty Plus On-Site Service		
58	3	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell		
59	3	Dell Limited Hardware Warranty Plus Service, Extended Year(s)		
60	3	Keep your Hard Drive For Enterprise 5 Years		
61	18	32GB RDIMM, 5600MT/s, Dual Rank		
62	6	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD		
63	6	Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)		
64	3	Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Low Profile, V2, FIRMWARE RESTRICTIONS APPLY		
65	12	5-pack of Windows Server 2022/2019 User CALs (Standard or Datacenter)		
66		PowerEdge R760xs		
67	1	No Trusted Platform Module	\$14,810.00	\$14,810.00
68	1	3.5" Chassis with up to 12 Hard Drives (SAS/SATA) + 2x2.5" Rear SAS/SATA Drives, PERC11		
69	1	Intel Xeon Silver 4509Y 2.6G, 8C/16T, 16GT/s, 23M Cache, Turbo, HT (125W) DDR5-4400		
70	1	No Additional Processor		
71	1	CPU Blank		
72	1	High Performance Heatsink		
73	1	Performance Optimized		
74	1	5600MT/s RDIMMs		
75	1	Unconfigured RAID		
76	1	PERC H755 Adapter, Low Profile		
77	1	Power Saving BIOS Settings		

Line	Qty	Description	Unit Amount	Ext. Amount
78	1	UEFI BIOS Boot Mode with GPT Partition		
79	1	Very High Performance Fan		
80	1	Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF		
81	1	Riser Config 0, No Riser, 1x16 + 1x8 (1 CPU), with OCP		
82	1	PowerEdge R760xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, MX, MLK		
83	1	iDRAC9, Enterprise 16G		
84	1	Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0		
85	1	PowerEdge 2U LCD Bezel		
86	1	Dell Luggage Tag R760xs		
87	1	BOSS Blank		
88	1	No Quick Sync		
89	1	iDRAC,Factory Generated Password		
90	1	iDRAC Service Module (ISM), NOT Installed		
91	1	iDRAC Group Manager, Disabled		
92	1	Windows Server 2022 Standard,16CORE,FI,No Med,No CAL, Multi Language		
93	1	Windows Server 2022 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)		
94	1	Windows Server 2022 Standard,No Media, WS2019 Std Downgrade w/DVD Media,Multi Lang		
95	1	ReadyRails Sliding Rails Without Cable Management Arm		
96	1	No Systems Documentation, No OpenManage DVD Kit		
97	1	PowerEdge R760xs HS5620 CCC Marking, No CE Marking		
98	1	ProSupport 7x24 Technical Support and Assistance 5 Years		
99	1	ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years		
100	1	Dell Hardware Limited Warranty Plus On-Site Service		
101	1	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		
102	1	Keep your Hard Drive For Enterprise 5 Years		
103	2	16GB RDIMM, 5600MT/s, Single Rank		
104	8	4TB Hard Drive SAS ISE 12Gbps 7.2K 512n 3.5in Hot-Plug, AG Drive		
105	2	960GB SSD SATA Read Intensive 6Gbps 512 2.5in Flex Bay AG Drive, 1 DWPD		
106	2	Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)		

Line	Qty	Description	Unit Amount	Ext. Amount
107		VMware		
108	48	VMware vSphere Standard, 48 Cores, 5 Years	\$250.00	\$12,000.00
109		WTG Professional Services		
110	1	WTG Professional Services - Installation and Deployment, VMware Roll Out	\$15,500.00	\$15,500.00

****Notes:**

CT - EMC NASPO ValuePoint MNWNC - 109 - Dell / C000000711509

CT - DELL NASPO ValuePoint 13PSX0280-MNWNC-108 - Dell / C000000931039

*Total:	\$224,465.00
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***Plus Applicable Taxes**

Subject to manufacturer return policies.

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council
FROM: W. Lee Palmer, Jr. – Interim Town Manager
DATE: November 4, 2024
SUBJECT: Timberlin Golf Course – Golf Course Architect

SUMMARY OF AGENDA ITEM:

Director of Golf, Sol Guerrero, recommends entering into an agreement with Golf Design Unlimited and Doug Smith, the lowest qualified bidder for this project (\$30,000 as compared to \$37k and \$50k) for the rights to be the main architect in the Timberlin Bunker Project. Doug Smith would be responsible for creating a new bunker design, writing up a Request for Proposal (RFP), and providing on site visits during the construction. The overall purpose of the project is to install capillary concrete draining system to the bunkers. We were able to get three (3) bids for the service.

Phase I – San Bunker Design Plan - \$9,000

Phase II – Construction Drawings, Construction Details & Specifications, RFP - \$9,000

Phase III – Site Construction Visits - \$10,000

FUNDING:

Acct # 510.25.2543.0.54000.01500

ACTION NEEDED:

Move to authorize the Interim Town Manager to sign an agreement with Golf Design Unlimited and Doug Smith to be the Golf Course Architect for the Timberlin Bunker Project for no more than \$30,000.

ATTACHMENTS:

Golf Design Unlimited – Proposal of Service.

PREPARED BY:

Sol Guerrero, PGA – Director of Golf





October 8, 2024

Mr. Sol Guerrero, PGA
Town of Berlin
240 Kensington Road
Berlin, CT 06037

It was a pleasure visiting and touring Timberlin Golf Club on Friday, October 4, 2024 and discussing the scope of work planned in the near future. I am obviously very familiar with the course having worked on numerous Timberlin projects alongside Stephen Kay, GCA. I see the sand bunker project is likely to be divided into three (3) phases as follows:

PHASE I - Sand Bunker Design Plan, Fall 2024

PHASE II – Construction Drawings, Construction Details, Construction Specifications, Construction Bid Documents, Fall 2024/Winter 2024 into 2025

PHASE III – Site Construction Visits, 2025 & 2026 (if necessary)

Timberlin needs an updated Sand Bunker Design Plan (Phase I) to organize the specific design for each individual sand bunker on each hole. The following is a description of what we would offer the Club before Phase II was to commence:

PHASE I - Sand Bunker Design Plan

As concerns a strategy – a Sand Bunker Design Plan will help Timberlin establish the specific design for each sand bunker and set the 3-phase schedule. The Plan will analyze all components of the sand bunkers on the golf course – location, placement, drainage, irrigation, sizing, shaping, visibility and grading. It will also analyze fairway contouring.

This Plan will be developed by working with a Committee or group usually composed of the Golf Professional, Superintendent, GM and a few members of various golfing abilities. Whoever you choose (and how many) to invite is fine with us.

The Plan involves meeting with the group one or two times to analyze the bunkers. This order and content can be further discussed and altered going forward and should begin as soon as possible.

Drawings of each golf hole on 11" x 17" paper at a scale of 1" = 100' are used as the main tool during the Plan's development. As ideas are discussed, developed, and revised, so are the drawings and the associated costs for the future construction. A priority schedule will also be discussed during Phase I.

The following meeting schedule could be the basis for Phase I:

Meeting #1: We will discuss the course in a group setting inside and outside. The purpose is to listen to the group's opinions as we go at this stage. It will allow everyone to have a voice right at the outset and for me to listen and understand the overall scope of the desired work. I would be taking many notes instead of preaching and offering too many opinions at this initial stage. Discussions about the aesthetics and placement will be the primary focus. An example would be if a fairway sand bunker may need to be shifted up or back and reconstructed to make it either more or less challenging.

Meeting #2: Typically 2 weeks after the first meeting there is a sit down (inside) meeting to go over all the notes taken from the initial meeting with the first set of drawings. This is the longest of the meetings, as we will go hole by hole discussing everything. Estimated costs are discussed at this meeting.

Meeting #3: This is the final design meeting with revised plans before the Plan is completed and ready for commencement of construction drawings, construction specifications, construction details and bid sheets.

Our philosophy is that the Sand Bunker Design Plan is created by the Committee & the golf architect through group effort. Discussions should not be dominated by any one member, by the staff, or by the architect. A Plan is developed through logical discussion and analysis of various ideas. The golf architect's expertise and experience help resolve any conflicting opinions through creative solutions. Please note that the Sand Bunker Design Plan does not include construction drawings, details & specifications, bid document(s) & construction site visits. This will be under a separate phase (see below Phase II & III).

PHASE II – Construction Drawings, Construction Details, Construction Specifications, Construction Bid Documents. This should take no more than two months to complete and to coordinate with other local entity boiler-plate items or outside engineering that may be necessary. We will assist in contacting potential golf contractors to bid the project.

PHASE III – Site Construction Supervision Visits – This begins after the contractor is selected and ready to go. Construction supervision is based on being at the site a minimum of one per week when the construction is in operation. All bunkers will be under the observation and approval of the Golf Architect as well as all approvals of contractor's invoices.

Fee Summary:

PHASE I - Sand Bunker Design Plan(s) - \$9,000

PHASE II – Construction Drawings, Construction Details, Construction Specifications, Construction Bid Documents - \$9,000

PHASE III – Site Construction Visits - \$10,000

Please note all office & travel expenses are included.

TOTAL LUMP SUM FEE = \$28,000

Douglas Smith, A.S.G.C.A.



Our Experience and Qualifications

Please visit golfdesignunlimited.com for a more detailed description.

Examples of Renovation Projects (sample list of mostly local projects with Stephen Kay)



Redding Country Club - Redding CT: Master Plan & Construction Implementation Private Club (ABOVE) Contact: Brett Chapin, GCSAA 203-885-3109 (ABOVE PHOTO)

Golf Club of Avon, Avon CT - Master Plan & Construction Implementation Private Club \$2,150,000
Contact: Jonathon Charpinsky, GCSAA 860-673-3570

McCann Memorial Golf Club –Poughkeepsie, NY: Master Plan & Construction Implementation Private Club Contact: Chris Kemble, GCSAA, 845-489-8062

Brownson Country Club –Shelton CT: Master Plan & Construction Implementation Private Club
Contact: Jimmy DiPietro, Green Chairman, 203-895-8357

Salem Country Club – North Salem NY: Master Plan & Construction Implementation Private Club
Contact: Tom Reyes, GCSAA 914-669-5959

Port Jefferson Country Club – Port Jefferson NY: Master Plan & Construction Implementation Private Club Contact: Tom Natola, GM 631-828-5029

Southborough Golf Club – Southborough, MA: Master Plan & Construction Implementation
Contact: John Allen, GCSAA 617-538-1082

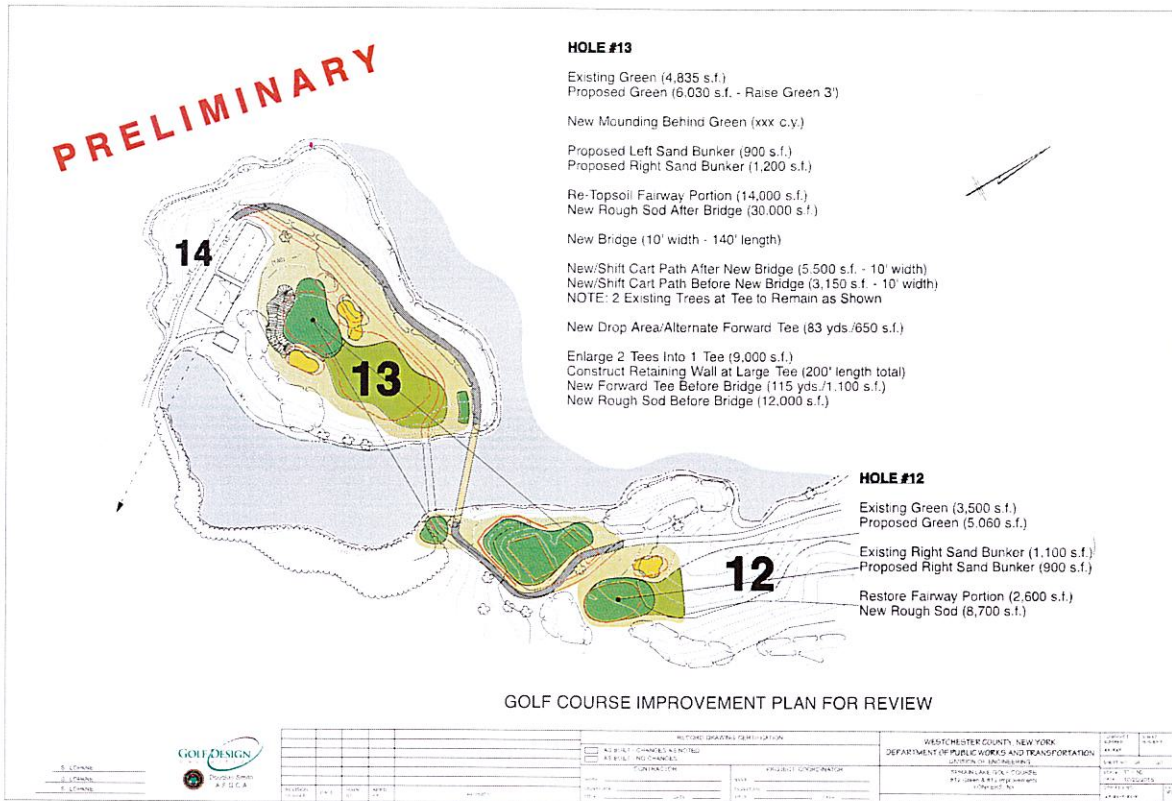
Pinecrest Golf Club – Holliston, MA: Master Plan & Construction Implementation
Contact: John Allen, GCSAA 617-538-1082

Pine Meadows Golf Club – Concord, MA: Master Plan & Construction Implementation
Contact: John Allen, GCSAA 617-538-1082

Birchwood Golf Club, Westport, CT - Master Plan & Construction Implementation Private Club \$650,000
Contact: Curtis Angell, Golf Course Manager 203-221-3280

Indian Hills Country Club, Northport, Long Island, NY - Master Plan & Construction Implementation Private Club Contact John Paquette, GCSAA 516-387-6090

Sprain Lake Golf Course, Yonkers County of Westchester - Master Plan & Construction Implementation- Westchester County Course - \$3,000,000 approximate (SEE BELOW)
 Contact: Ron Tettlemen, President of Eberlin & Eberlin PC Brewster, NY 845-582-0359



Millbrook Golf & Country Club, Millbrook, NY- Master Plan & Construction Implementation Private Club \$550,000 Contact: Dan Wilber, GCSAA 845-242-8378

City of Stamford, CT - E. Gaynor Brennan GC - Master Plan & Construction Implementation Municipal Contact: Hidalgo Nagashima, GCSAA & Manager 203-767-2255

City of Bridgeport, CT - Black Course - Fairchild Wheeler Golf Course - Master Plan & Construction Implementation Municipal Contact: Barry McGlaughlin – First Tee

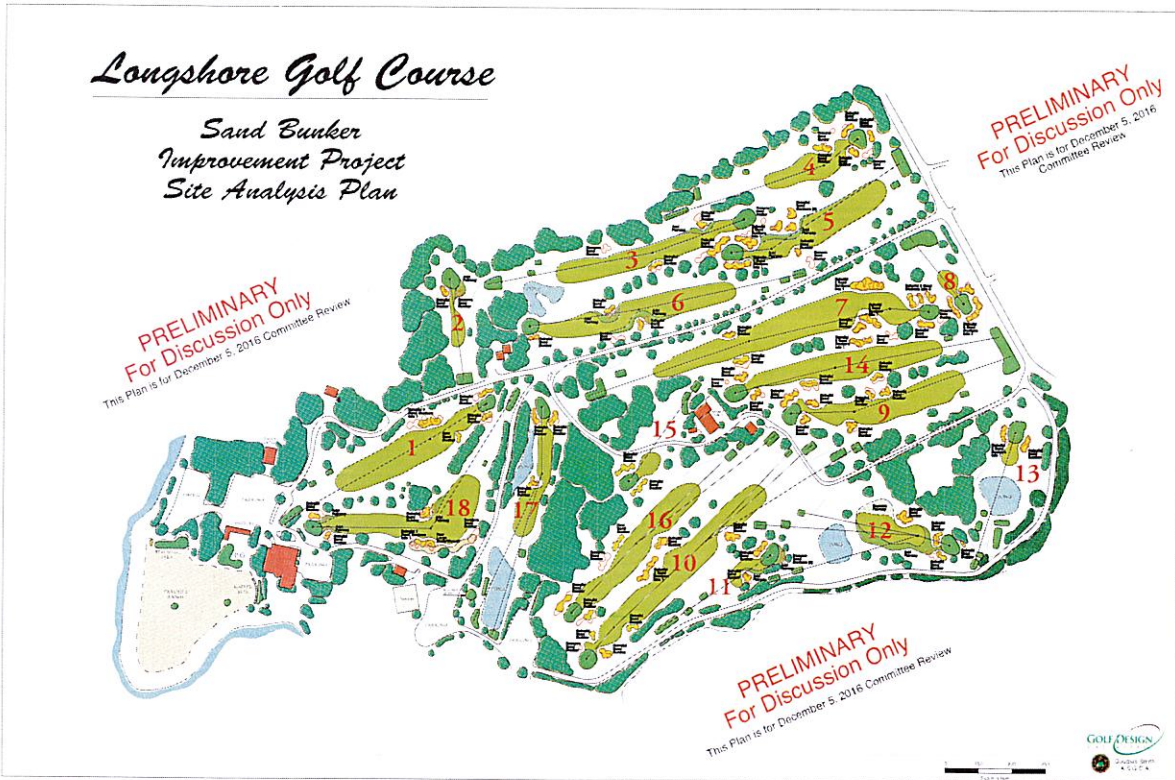
City of Bridgeport, CT - Red Course - Fairchild Wheeler Golf Course - Master Plan & Construction Implementation Municipal Contact: Barry McGlaughlin – First Tee 347-242-0256

City of Waterbury, CT - East Mountain Golf Course - Master Plan & Construction Implementation Municipal Contact: GCSAA Contact: Steve DiVito, GCSAA 203-574-6793

City of Waterbury, CT - Western Hills Golf Course - Master Plan & Construction Implementation Municipal Contact GCSAA Contact: Steve DiVito, GCSAA 203-574-6793

City of New Haven, CT - Alling Memorial Golf Course - Master Plan & Construction Implementation Municipal Contact: Bill Harrison, Manager 781-326-5717

City of New York, NY - Mosholu Golf Course & Range - Master Plan & Construction
 Implementation for complete rebuild of golf course, range, irrigation, clubhouse, maintenance building, parking. Worked alongside Grimshaw Architects, Ken Smith Workshop Landscape Architects, NYC Dept. of Environmental Protection (DEP), NYC Dept. of Parks & Recreation, NYC Dept. of Design & Construction, United States Dept. of Homeland Security. Project budget: Contact: Barry McGlaughlin – First Tee 347-242-0256

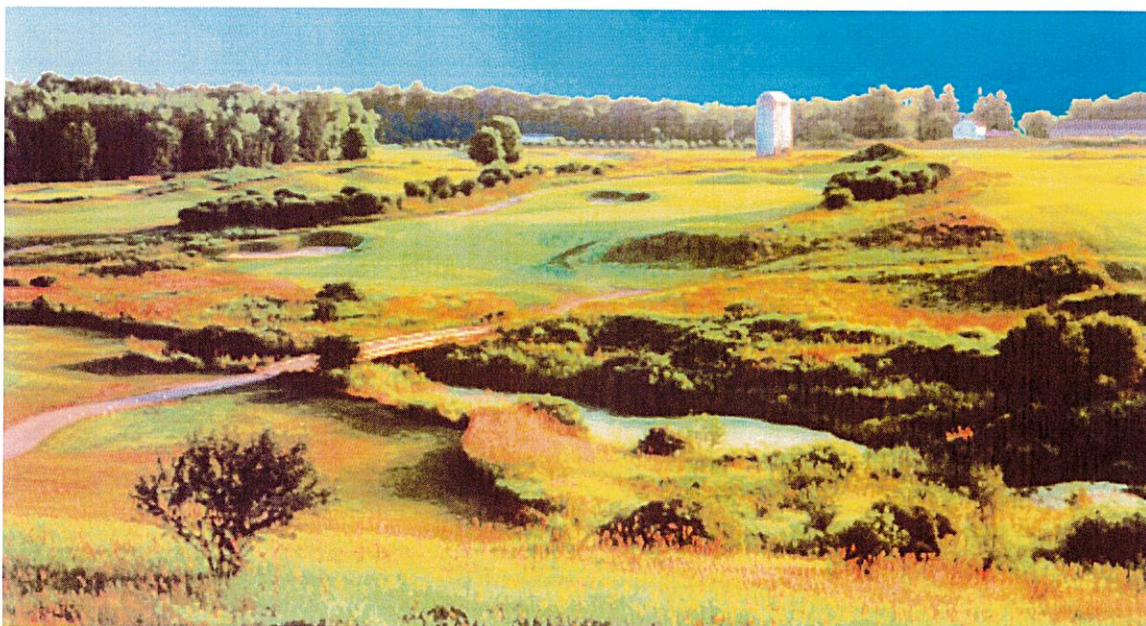


Longshore Golf Course. Westport, CT - Master Plan and Construction Drawings for 18-hole municipal course. Course is currently rebuilding 97 sand bunkers (ABOVE)

East Orange G.C. Essex County, NJ - Master Plan and Construction Drawings for 18-hole municipal course. Maser Consulting P.A., Red Bank, NJ

Hempstead Golf Club, Hempstead Long Island, NY - Master Plan & Construction Implementation Private Club Contact Joe Tamborski, GCSAA 516-486-7800

New Golf Courses Design and Construction (sample list)



Links at Union Vale, Putnam County, NY - New 18 Hole Public Championship Course (ABOVE)

New York C.C., West Hempstead, NY - New 18 Hole Public Championship Course

The Architects G.C., Lopatcong, NJ - New 18 Hole Public Championship Course

Scotland Run G.C., Williamstown, NJ - New 18 Hole Public Championship Course

Kulm GC, Kulm, North Dakota - New 9 Hole Public Championship Course

Blue Heron Pines G.C., Atlantic City, NJ - New 18 Hole Public Championship Course

Arivali G.C., New Delhi, India - New 18 Hole Public Championship Course



Manhattan Woods G.C., West Nyack, NY - New 18 Hole Private Course with Gary Player (ABOVE)



Willow Creek G & C.C., Mt. Sinai Long Island, NY - New 18 Hole Public Championship Course (ABOVE)

Emerald Golf Links, Atlantic City, NJ - New 18 Hole Public Championship Course on a Landfill

Stanton Ridge C.C., Whitehouse Station, NJ - New 18 Hole Private Championship Course


Blue Hill GC, Orangetown, NY - New 9 Hole Addition for Public Championship Course



Links of North Dakota, Ray, ND - New 18 Hole Public Championship Course (ABOVE)
Ranked Best New Public Golf Course in 1998 by Golf Digest Magazine

Agenda Item No. 5
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: W. Lee Palmer, Interim Town Manager 

DATE: October 29, 2024

SUBJECT: Authorization for the Interim Town Manager to enter a Purchase Agreement Regarding Acquisition of Parcel Map 25-4, Block 74 Lot 49, 0 Chamberlain Highway

SUMMARY OF AGENDA ITEM:

In follow up to previous Town Council agenda items, this agenda item is to authorize the Town Manager to enter into a purchase agreement related the property known as Map 25-4, Block 74 Lot 49, 0 Chamberlain Highway. This 15.74-acre parcel is owned by Amy Hurley and Mary Kate Fontanella and is contiguous to the Town's 420-acre Blue Hills Conservation Area. The owner is willing to sell the parcel to the Town for \$100,000. The Town Council has authorized the use of \$7,000 from the payment in lieu of open space account and \$30,000 from the grant match account for this project. The Berlin Land Trust has pledged to contribute \$20,000 toward the purchase price and has indicated that it may use up to \$7,000 of that amount for due diligence costs. The Town is also eligible to apply for a grant for up to 65% of Fair Market Value from the Connecticut Department of Energy and Environmental Protection's Open Space and Watershed Land Acquisition Program (OSWA).

There was discussion about adding off-street parking at the south end of Summit Wood Drive on adjacent Town property, but it was decided that no added parking is needed here at this time. Public access to this property and to the section of the Metacomet Trail in this area is from Chamberlain Highway via an access and parking easement that the Town has on and through 2215 Chamberlain Highway. There is on-street parking on Summit Wood Drive and Linden Drive. Also, hikers of this section of the trail often park along Chamberlain Highway in Meriden where the Metacomet Trail cross Chamberlain Highway. To access the Metacomet trailhead at the intersection of Orchard Road and Kensington Road, hikers could park at the Scheer Property parking area at the Community Garden that is in the Blue Hills Conservation Area and do a road walk along Orchard Road to the trailhead or walk on Hatchery Brook Conservation Area trails to Kensington Road and do a shorter road walk to the Kensington/Orchard Road intersection trailhead. The Conservation Commission has also proposed adding a parking area at the location of the existing barns near this Orchard Road and Kensington Road trailhead at Town owned Map 20-3, Block 74C, Lot 14.

Acquisition of the property would expand the area of Blue Hills Conservation Area and preserve an additional portion of the scenic ridgeline that runs east of Chamberlain Highway in south Kensington. The Blue Hills Conservation Area is part of a larger open space corridor that extends south over City of Meriden and Meriden Water Department land to Castle Craig and then back to Edgewood Road in Berlin. The larger open space area is traversed by the New England National Scenic Trail (NET)/Metacomet trail and the path of the Trail in this area is on

public land. The Metacomet Trail is not now located on the 0 Chamberlain Highway property. A scenic loop side trail at the south end of Summit Wood and off the Metacomet trail to this property is recommended to demonstrate public access as is required for the State grant.

To advance the process of considering acquisition of the property, the next step is to authorize the Town Manager to enter into a purchase agreement related the property known as Map 25-4, Block 74 Lot 49, 0 Chamberlain Highway. The purchase agreement will have contingencies including that the Town receive a grant from the OSWA program.

FUNDING:

The following local funding was already approved:

- 516.10.1014.0.54000.01606 Open Space (in lieu - fee) \$7,000
- 001.05.0507.0.59622.00000 Transfer to Other Funds - Local Match for Grants \$30,000

The Town Council authorized acceptance of a donation of \$20,000 from the Berlin Land Trust and appropriated it to the Fontanella Property account (516.25.2545.0.54000.01627) in the Land Acquisition & Development Fund. The Town Council also authorized the submission of an application for a State Open Space and Watershed Property Acquisition grant.

ACTION

Move to authorize the Town Manager to enter into an agreement, with contingencies including completion of the section 8-24 review, to buy the property known as Map 25-4, Block 74 Lot 49, 0 Chamberlain Highway for \$100,000, subject to review and approval of Corporation Counsel.

ATTACHMENTS:

1. Purchase Agreement.
2. Map set.

PREPARED BY:

Chris Edge, Economic Development Director *CE*

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (“Agreement”) dated as of the ____ day of _____, 2024 (the “**Effective Date**”) is made by and between Amy Hurley and Mary Kate Fontanella (collectively, the “**Seller**”), and the Town of Berlin (“**Purchaser**”), 240 Kensington Road, Kensington, Connecticut 06037.

RECITALS:

WHEREAS, Seller desires to sell certain real properties owned by Seller, known as Map 25-4, Block 74, Lots 49, Berlin, Connecticut, and Purchaser desires to purchase such real property on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. THE PROPERTY.

1.1. Description: Subject to the terms and conditions of this Agreement, and for the consideration herein set forth, Seller agrees to sell and transfer, and Purchaser agrees to purchase and acquire, all of Seller's right, title, and interest in and to the following (collectively, “**Property**”) and a conservation easement for public use of the property for passive recreational purposes:

1.1.1 Certain land, consisting of approximately 15.74 acres, (“**Land**”) located in the Town of Berlin, Hartford County, Connecticut and more specifically described in Exhibit 1.1.1 attached hereto and subject to confirmation by a survey to be obtained by the Purchaser prior to Closing;

1.1.2 All easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Seller and pertaining to the Land, if any; and

1.1.3 To the extent permissible and allowed by law, all of Seller’s right, title and interest in and to any licenses, permits, approvals, variances and the like, warranties, guaranties, and indemnities by or claims against third parties, plans, drawings, specifications, surveys and reports pertaining to the Property.

1.2. Agreement to Convey. Seller agrees to convey, and Purchaser agrees to accept, title to the Property free and clear of all encumbrances by warranty deed.

2. PRICE AND PAYMENT.

2.1 Purchase Price. The purchase price for the Property ("**Purchase Price**") is ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

2.2 Payment. At Closing, as defined below, the Purchaser shall pay the Purchase Price, subject to adjustment for the prorations as provided herein, by wire transfer or by bank or certified check.

2.3 Closing. Payment of the Purchase Price and the closing hereunder ("**Closing**") will take place on or before June 30, 2026 at the offices of Ciulla & Donofrio, LLP, 127 Washington Avenue, North Haven, CT at 10:00 local time or at such other time and place as agreed upon in writing by Seller and Purchaser.

3. INSPECTIONS.

3.1. Purchaser's Inspections. Seller shall permit Purchaser and its authorized agents and representatives to enter upon the Property at all reasonable times during normal business hours to inspect the Property and conduct reasonably necessary tests, investigations, inspections, and surveys. Purchaser shall notify Seller of its intention, or the intention of its agents or representatives, to enter the Property prior to such intended entry. Purchaser shall bear the cost of all inspections and tests conducted by Purchaser or its contractors or subcontractors.

3.2. Inspection Obligations. a. Purchaser's Responsibilities. In conducting any inspections, investigations tests or surveys of the Property, Purchaser and its agents and representatives shall: (i) not damage any part of the Property, (ii) not injure or otherwise cause bodily harm to Seller, or its respective agents, guests, invitees, contractors and employees; (i) maintain appropriate comprehensive general liability (occurrence) insurance covering any accident arising in connection with the presence of Purchaser, its agents and representatives on the Property and shall deliver a certificate of insurance verifying such coverage to Seller prior to entry upon the Property (appraisers will be exempted from the insurance requirement); (iii) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (v) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; and (vi) fully restore the Property substantially to the condition in which the same was found before any such inspection or tests were undertaken.

b. Purchaser's Agreement to Indemnify. Purchaser hereby indemnifies and holds Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) for personal injury or property damage arising solely out of Purchaser's inspections or tests permitted hereunder, or Purchaser's violation of the provisions of this Section 3.2. Notwithstanding any provision of this Agreement, no termination hereof shall terminate Purchaser's obligations pursuant to this Section, and the limitation of damages as set forth in Section 11 shall not be applicable to any cause of action arising pursuant to this Section 3.2.

3.3. Right of Termination. If Purchaser shall, for any reason, in Purchaser's sole discretion, judgment and opinion, be dissatisfied with the results of its due diligence or any aspect of the Property, Purchaser shall be entitled, as its sole remedy, to terminate this Agreement by providing written notice to Seller on or before July 31, 2025 (the "**Termination Date**"), whereupon all of the provisions of this Agreement (except Sections 3.2 b) shall terminate. Upon such termination, Seller shall return Purchaser's deposit in full and neither Seller nor Purchaser shall have any further obligation or liability to the other hereunder, and delivery of the Purchaser's Information, as hereinafter defined, to Seller, except as provided in Sections 3.2 b hereof.

3.4. Marketable Title. Purchaser's obligations under this Agreement are expressly made subject to each and all of the following conditions, which conditions are for the sole benefit of Purchaser and may be waived by Purchaser, in whole or in part, by written waiver delivered to Seller:

(a) In the event that Purchaser under the Real Estate Standards of Title of the Connecticut Bar Association shall determine after a search of the title to the Property that the same is not marketable, Purchaser shall notify Seller of the nature thereof and shall give to Seller a reasonable period of time, but no later than a date ten (10) days before the Closing, to clear the title. If following such period of time the Seller is unable to convey good marketable title, Purchaser may terminate and cancel this Agreement and receive the return of the Deposit and shall have no further obligation to Seller hereunder. It is agreed that no matter shall be construed as an encumbrance or defect in title so long as such matter is not construed as an encumbrance or defect under the Standards of Title of the Connecticut Bar Association.

(b) Notwithstanding anything herein contained to the contrary, Seller agrees to exercise diligence in the curing of any such encumbrances or defects, including the payment and discharge of any unpermitted liens or encumbrances affecting the title status of the Property

(c) Seller represents that there are no mechanics' liens, claims of lien or other claims against the Property, and that bills for all work done or materials supplied to the Property have been paid or will be paid. This representation will be true at Closing, and Seller will execute an affidavit to that effect at Closing or provide waivers of any such liens. Seller promises to indemnify and hold Purchaser harmless from any unrecorded mechanics', surveyor or engineer's liens, claims of lien or other claims against the Property occurring or arising for work or services performed to or for the Property prior to the Closing Date.

3.5 Investigative Studies. Copies of Reports, Tests, Appraisals Etc., to Seller. As additional consideration for the transaction contemplated herein, Purchaser agrees that at Seller's request, it will provide to Seller copies of any and all appraisals, environmental studies/reports/assessments, reports, tests or studies or information obtained by Purchaser during the term of this Agreement, which reports, tests or studies shall be addressed to both Seller and Purchaser at no cost to Seller (the "**Purchaser's Information**"); provided, however, Purchaser shall have no obligation to cause any such tests or studies to be performed on the Property and makes no representations as to the content or accuracy of said reports.

4. TITLE AND CONTINGENCIES.

Purchaser's obligations under this Agreement shall be subject to the satisfaction and fulfillment of the following items on or prior to Closing:

4.1 Title.

4.1.1 Delivery of Title at Closing:

a. Seller will transfer fee simple title to the Property to Purchaser at Closing, subject to (i) any and all provisions of any ordinance, municipal regulation, or public law; (ii) the Permitted Exceptions, if any; (iii) any state of facts an accurate survey or personal inspection of the Property might reveal; and (iv) current taxes and municipal assessments.

b. In the event that the Seller is unable to deliver title to the Property to Purchaser as set forth in Section 4.1.1(a), then Seller shall be entitled to an adjournment of the Closing for a period not to exceed ninety (90) days, during which time Seller may, but shall not be obligated, to cure the title defect which prevents the Seller from delivering title in accordance with Section 4.1.1(a) (the "**Post Commitment Title Defect**"). If the Seller is unable to deliver title to the Property to the Purchaser in accordance with Section 4.1.1(a) at the Closing, as extended by the Seller, then Purchaser shall have, as Purchaser's sole and exclusive remedy, the right to (i) close the transaction on the terms herein provided and accept, in full satisfaction of the Seller's obligation with respect to conveying title hereunder, such title to the Property as the Seller can convey subject to such Post Commitment Title Defect; or (ii) terminate this Agreement.

In the event of termination of this Agreement pursuant to this Section 4.1.1, upon Purchaser's delivery of the Purchaser's Information, neither Seller nor Purchaser shall have any further obligation or liability to the other hereunder, except as provided in Sections 3.2.

4.2. Financing Contingency. The obligations of the Purchaser under this Agreement are contingent on the Purchaser obtaining one or more written commitments from the Town of Berlin and from the State of Connecticut Open Space and Watershed Land Acquisition Program, respectively, and approval by the Berlin Town Council and Board of Finance, respectively, of funding in an aggregate amount not less than \$100,000, on or before July 1, 2024 (the "**Financing Contingency Date**"). If Purchaser does not receive the Financing Commitment or funding commitment, then Purchaser may terminate this Agreement by providing written notice to Seller on or before the Financing Contingency Date. In the event of termination of this Agreement pursuant to this Section 4.2, upon Purchaser's delivery of the Purchaser's Information, neither Seller nor Purchaser shall have any further obligation or liability to the other hereunder, except as provided in Sections 3.2.

4.3. Town Approvals Contingencies. The obligations of the Parties under this Agreement are contingent on the Purchaser referring the purchase of the property to the Berlin Planning and Zoning Commission for a review pursuant to section 8-24 of the Connecticut General Statutes, receiving a satisfactory report from the Planning & Zoning Commission, and the subsequent approval of the purchase by the Berlin Town Council, including the authorization of funds to consummate the transaction and any requisite approval by the Purchaser's Board of Finance.

4.5 Environmental Contingency. The obligations of the Parties hereunder are subject to the Purchaser conducting and obtaining, at Purchaser's sole cost and expense, a Phase I Environmental Assessment together with a search of the State of Connecticut Department of Environmental Protection records and such other tests and studies at the Property as may be necessary to ascertain the existence of any violations of any federal and/or state environmental laws or regulations and the existence of any Hazardous Waste and/or a Spill and/or Oil present on the Property and Purchaser's receipt of such reports and investigations by a Licensed Environmental Professional respecting the environmental condition of the Property demonstrating that the Property is in full compliance with all applicable Federal and State environmental laws. Additionally, such report to conclude that the Property is not an "Establishment," as such term is defined in the Connecticut Transfer Act, Connecticut General Statutes Sections 22a-134 et seq. (the "Connecticut Transfer Act"), as the same may be amended from time to time. If the results of such assessments, search, studies, reports and/or tests disclose violations of such laws and/or regulations and/or the presence of Hazardous Waste and/or a Spill and/or Oil on the Property or within such proximity to the Property as could reasonably give rise to or result in Hazardous Waste and/or a Spill and/or Oil on the Property Purchaser's receipt of such reports and investigations by a Licensed Environmental Professional respecting the environmental condition of the Property demonstrating that the Property is in full compliance with all applicable Federal and State environmental laws or such report to concludes that the Property is an Establishment, then, at any time prior to the expiration of the Due Diligence Period, Purchaser may terminate this Agreement and thereupon this Agreement shall be void with no recourse to either of the parties except for those provisions which expressly survive termination of this Agreement. Further, if at any time after the expiration of the Due Diligence Period, Purchaser discovers Hazardous Waste and/or a Spill and/or Oil on the Property not present at the time of its initial testing, then Purchaser shall have the right to terminate this Agreement as aforesaid.

5. PRIOR TO CLOSING.

Until Closing, Seller or Seller's agent shall bear the risk of loss and shall:

5.1. Insurance. Keep the Property insured against fire and other hazards covered by extended coverage endorsement on a full replacement value basis and comprehensive public liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Property.

6. REPRESENTATIONS AND WARRANTIES.

6.1. By Seller. Seller represents and warrants to Purchaser that:

Seller has the full right, power and authority to execute and deliver, and to perform its obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms. The execution and delivery of this Agreement, and the consummation of the transactions contemplated herein, will not result in any breach of the terms or conditions of, or cause any default under, any agreement or any instrument or obligation to which Seller is now or may become a party, or any injunction or decree of any court in any litigation to which Seller is a party, or violates any law applicable to Seller.

6.2. There will be no parties in possession of the Property at the time of Closing, (2) there are no existing boundary disputes, (3) there are no claims of easements not shown by the public records, (4) and there will be no unrecorded leaseholds on the Property at the time of Closing and (4) all personal property shall be removed from the Land.

6.3. Seller makes the following additional representations to Purchaser:

(a) there are no discrepancies, conflicts in boundary lines, shortages in area, or encroachments, or any state of facts which an inspection of the Property would disclose and which are not shown of public records and which would have a material adverse effect on the Property or the Purchaser.

(b) Seller has given to Purchaser a copy of all surveys, plans, specifications, and reports pertaining to the Property or any portion thereof which is in Seller's possession or control.

(c) There are no outstanding options to purchase or contracts of sale with respect to the Property, or any part thereof.

(d) Neither Seller nor the Property is subject to any agreements or contracts that will be binding on the Purchaser, whether oral or written, after the Closing.

(e) There are no actions, suits or proceedings, including, without limitation, any eminent domain or similar condemnation proceeding, special assessment or any other legal proceedings pending or threatened before or by any judicial body or any governmental agency or authority, against or affecting Seller's or any portion of the Property.

(f) Seller is the fee simple owner of the record title to the Property and Seller has, and on the Closing Date will have, full right and power to convey the Property as provided in this Agreement.

(g) To Seller's knowledge, after diligent inquiry, there is no existing condition with respect to the Property or any portion thereof or its operation that violates any governmental law, rule, code or regulation, and Seller has not received any notice or communication from any governmental authority alleging such a violation.

(h) Seller is not aware of any pending or contemplated change in any statute, ordinance, rule, or other governmental regulation applicable to the Property.

(i) To Seller's knowledge, there is no fact or condition existing on or with respect to the Property which could result in or give rise to any action or proceeding at law or in equity against the Property or the owner thereof (including any beneficial owner), or which violates any right, ordinance, order, regulation, or requirements affecting any portion of the Property.

(j) There are no contracts with respect to the Property that are not terminable by Purchaser at any time without cost or penalty;

(k) There are no management, maintenance, service or other contracts which shall survive the Closing or which are not terminable by their terms at any time by Purchaser without cost or penalty; from the time that this Agreement is executed until the Closing, Seller shall not enter into any contracts for management, maintenance, service, repairs, alterations or equipment, the performance of which will extend the Closing or which would obligate the Purchaser to assume and pay the same without the prior written consent of the Purchaser.

(l) There are no leases which shall survive the Closing or which are not terminable by their terms at any time by Purchaser without cost or penalty; from the time that this Agreement is executed until the Closing, Seller shall not enter into any leases which will extend beyond the Closing without the prior written consent of the Purchaser.

(m) No party, person or entity has a right of first refusal or right of first offer with respect to the Property or the sale of the Property by Seller to Purchaser; and

(n) There shall be no material adverse change in the condition of the Property from the expiration of the Due Diligence Period until the Closing.

6.4 No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy laws is pending against or contemplated by Seller.

6.5 All of the foregoing representations, warranties or covenants of Seller are made for the sole benefit of Purchaser and may be waived by Purchaser, in whole or in part, by written waiver delivered to Seller. If, prior to Closing, Purchaser becomes aware that any representation or warranty contained herein has been breached or was untrue when made, Purchaser may, but shall have no obligation to, terminate this Agreement and/or to exercise any other remedies it may have under this Agreement and applicable law.

6.6 So long as this Agreement remains in force, Seller will not lease, convey or encumber all or any portion of the Property, or any interest therein, or enter into any agreement granting to any person any right with respect to the Property, or any portion thereof. Seller will take, or cause to be taken, all action necessary to cause the foregoing representations to remain true and correct in all respects from the date hereof to the date of the Closing. Seller will refrain from taking any action which could cause any such representation to become incorrect or untrue at any time during such period.

All of Seller's representations shall be deemed made again as of the Closing and shall survive the Closing.

6.7. By Purchaser. Purchaser represents and warrants to Seller that:

Purchaser is a validly existing Connecticut municipality, has duly executed this Agreement, and such execution and performance will not violate any laws or the provisions of any charter or ordinance of Purchaser.

6.8. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Purchaser.

6.9. Mutual. Each of Seller and Purchaser represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the Agreement or the sale of the Property other than Commercial Real Estate Group. Seller will be responsible to pay the fees due to its agent Commercial Real Estate Group. Seller and Purchaser agreed that each will indemnify, defend and hold the other free and harmless from the claims of any other broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) other than Commercial Real Estate Group claiming to have represented Seller or Purchaser, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property.

7. COSTS AND PRORATIONS.

7.1. Purchaser's Costs. Purchaser will pay the following costs of closing this transaction:

7.1.1 The fees and disbursements of its counsel, inspecting engineer and surveyor, if any;

7.1.2 The cost of any owner's title insurance policy, with or without extended coverage or special endorsements, issued in connection with this transaction, and any cancellation charge(s) imposed by any title company in the event a title insurance policy is not issued, unless caused by willful default of Seller hereunder;

7.1.3 The cost of any survey or survey update;

7.1.4 Any recording fees, except releases recorded by Seller to clear title to the Property; and

7.1.5 Any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing this transaction.

7.2. Seller's Costs. Seller will pay:

7.2.1 The fees and disbursements of Seller's counsel; and

7.2.2 Any real estate transfer, stamp or documentary taxes.

7.2.3 The real estate commission to its agent Commercial Real Estate Group.

7.3. Proration of Taxes. General real estate taxes relating to the Property payable during the year in which the Closing occurs shall be prorated as of the date of closing in accordance with the custom of the Hartford County Bar Association. The Seller shall pay in full

all special assessments, whether or not already amortized or amortizable, provided such special assessment is made prior to Closing.

7.4. In General. Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom in Hartford County, Connecticut.

7.5. Purpose and Intent. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth in this Section 7 and elsewhere in this Agreement is that Seller shall bear all expenses of ownership and operation of the Property and shall receive all income therefrom accruing through midnight at the end of the day preceding the Closing and Purchaser shall bear all such expenses and receive all such income accruing thereafter. However, Seller is responsible for all special assessments as provided above.

8. RISK OF LOSS; CONDEMNATION.

8.1. Damage. All risk of loss with respect to the Property shall remain with Seller until the Closing and delivery of deed. If at any time prior to the Closing Date, the Property, or any portion thereof, sustains any damage, Purchaser shall have the option to terminate this Agreement or receive at the Closing all insurance proceeds received for such damage or, if any of such proceeds have been paid to Seller, Purchaser shall receive a credit against the Purchase Price equal to the amount of proceeds actually paid to Seller.

8.2. Condemnation. All risk of loss with respect to the Property shall remain with Seller until the Closing and delivery of deed. If at any time prior to the Closing Date, the Property, or any portion thereof, is taken or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, Purchaser may terminate this Agreement- by providing written notice to Seller. If Purchaser terminates this Agreement, Seller shall be entitled to receive -all insurance proceeds received as a result of such damage or-all condemnation proceeds actually paid for that portion of the Property taken. If Purchaser elects to maintain this Agreement in full force and effect, Purchaser shall be entitled to receive at the Closing -all insurance proceeds received for such damage or--all condemnation proceeds actually paid for that portion of the Property taken or, if any of such proceeds have been paid to Seller, Purchaser shall receive a credit against the Purchase Price equal to the amount of proceeds actually paid to Seller. In no event shall Purchaser be entitled to receive any proceeds if it is directly involved in the taking or appropriation of the Property by virtue of eminent domain or similar proceedings, or has condemned the Property for any public or quasi-public use.

9. NOTICES.

9.1. Any notice, communication, request, reply or advice (collectively, “**Notice**”) provided for or permitted by this Agreement to be made or accepted by either party must be in writing. Notice may, unless otherwise provided herein, be given or served by (i) depositing the same in the United States mail, postage paid, certified, and addressed to the party to be notified,

with return receipt requested,(ii) by delivering the same to such party, or an agent of such party, in person or by commercial courier, or (iii) by facsimile, evidenced by confirmed receipt, or by depositing the same into custody of a nationally recognized overnight delivery service such as Federal Express Corporation, or UPS. Notice deposited in the mail in the manner hereinabove described shall be effective on the third business day after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified between the hours of 8:00 A.M. and 5:00 P.M. of any business day with delivery made after such hours to be deemed received the following business day. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Seller: Mary Kate Fontanella
 145 Charles Street
 Cambridge, Massachusetts 02141

With a copy to: Amy Hurley

If to Purchaser: Town of Berlin
 Town Manager
 240 Kensington Road
 Kensington, CT 06037

With a copy to: Jeffrey M. Donofrio
 Town Attorney
 Ciulla & Donofrio, LLP
 127 Washington Avenue
 North Haven, CT 06473
 Tel.: (203) 239-9828
 JDonofrio@cd-llp.com

or in each case to such other address as either party may from time to time designate by giving notice in writing to the other party.

10. CLOSING.

10.1. Seller's Deliverables. Seller shall deliver at the Closing, the following original documents, each executed and, if required by Connecticut law, acknowledged:

10.1.1. A full covenant warranty deed to the Property, subject to matters approved by Purchaser or Purchaser's counsel.

10.1.2. An assignment of all transferable warranties and guarantees then in effect, if any, with respect to the improvements located on the Property or any repairs or renovations to such improvements being conveyed hereunder.

10.1.3. An affidavit pursuant to the Foreign Investment and Real Property Tax Act.

10.1.4. Title Insurance company affidavit (CATIC Owner's Affidavit CT-A-100 Rev. 08/09). The Seller also agrees to cooperate with Purchaser with respect to Purchaser trying to obtain the waiver of the survey exception and will provide an affidavit to the title insurance company certifying that there has been no changes to the exterior of the Property since the date of the most recent ALTA survey if one is in existence.

10.1.5. An assignment of any licenses, permits, approvals, and variances, if any, and warranties, guaranties, indemnities by or claims against third parties, if any, and plans, drawings, specifications, surveys and reports, if any.

10.1.6. Such other documents as reasonably required by Purchaser or its title insurance company as necessary to complete the transaction.

10.2. Purchaser's Deliveries. At the closing, Purchaser shall pay Seller the Purchase Price (all monies Purchaser is required to deliver shall be delivered by bank or certified check drawn on a Connecticut Bank, or by wire transfer of immediately available federal funds to the account designated by Seller's counsel and available for disbursement no later than 2:00 p.m., local time, on the Closing Date).

10.3. Possession. Purchaser shall be entitled to possession of the Property upon conclusion of the Closing. Purchaser shall be entitled to enter the Property prior to the Closing for a pre-Closing Inspection, upon reasonable advance notice to Seller.

10.4. Insurance. Seller shall terminate its policies of property insurance for the Property as of the conclusion of Closing and Purchaser shall be responsible for obtaining its own insurance thereafter.

11. DEFAULT: FAILURE OF CONDITION.

11.1. Purchaser's Default. In the event this Agreement is not consummated because of the non-performance, default or breach on the part of Purchaser, then the sum of one thousand dollars (\$1,000.00) shall be retained by Seller as Seller's exclusive remedy, as liquidated damages for Purchaser's default and breach, and thereafter this Agreement shall become null and void and upon Purchaser's delivery of the Purchaser's Information, neither Seller nor Purchaser shall have any further rights, duties or obligations or liability to the other hereunder, except for obligations set forth in Section 3.2 (b). Such amount is agreed upon by and among Purchaser and Seller as liquidated damages due to the difficulty and inconvenience of measuring actual damages and the uncertainty thereof.

11.2. Seller's Default. In the event this Agreement is not consummated because of the non-performance, default or breach on the part of Seller, and Purchaser is not in default, then Purchaser may either (i) enforce this Agreement and the sale and purchase provided for herein according to the terms hereof by all means available at law or in equity, including specific performance, or (ii) terminate this Agreement.

11.3. Failure of Condition. If prior to Closing Seller discloses to Purchaser or Purchaser actually discovers that (i) Seller does not have good, clear record and marketable title or that title to the Property is subject to defects, limitations or encumbrances, or (ii) any representation or warranty of Seller contained in this Agreement is or, as of the date of Closing, will be untrue, or (iii) Seller has failed to perform an obligation, covenant or agreement of Seller under this Agreement, then Purchaser shall reasonably promptly give Seller written notice of its objection thereto when informed by Seller in writing or when it has actually discovered the same. In such event, Seller may elect to postpone the Closing for thirty (30) days and attempt to cure such objection. Seller shall have the duty to cure or shall otherwise be in default under Section 11.2. If Purchaser fails to waive the objection within ten (10) days after notice from Seller that Seller will not cure the objection, then unless Section 11.2 is applicable, this Agreement will terminate automatically, neither party shall have any liability to the other.

12. MISCELLANEOUS.

12.1. Entire Agreement. This Agreement, together with the Exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

12.2. Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

12.3. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut.

12.4. Assignability. Purchaser may not assign this agreement without the written consent of the Seller.

12.5. Hazardous Substances. For the purpose of this Agreement Hazardous Substances shall mean (i) hazardous substances or hazardous waste, as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et. seq.) and the regulations promulgated thereunder ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et. seq. and the regulations promulgated thereunder ("RCRA"), and any other Environmental Law; (ii) any pollutant or contaminant or hazardous, dangerous or toxic chemical, waste, material, or substance within the meaning or scope of any

environmental laws; (iii) any petroleum, petroleum product or by-product, crude oil, fuel oil, derivatives of petroleum products or any fraction thereof, excluding properly stored product; (iv) any radioactive material; (v) asbestos in any form or condition; and (vi) polychlorinated biphenyls.

12.6 "Environment" shall mean soil, land surface and subsurface strata, surface waters (including navigable and non-navigable inland and ocean waters), groundwaters, drinking water supply, stream sediments, ambient air (indoor air), plant and animal life, and any other environmental medium or natural resource.

12.7 Environmental, Health, and Safety Liability shall mean any Loss, obligation, or other responsibility resulting from or arising under an Environmental Law or an Occupational Safety and Health Law.

12.8 Environmental Law shall mean any Legal Requirement that provides for or relates to:

- (a) advising appropriate authorities, employees, or the public with respect to the use of any Hazardous Substances, the Release or Threat of Release of Hazardous Substances, violation of discharge or emission limits or other prohibitions, or any Hazardous Activity or any activity, such as resource extraction or construction, that could have a significant effect on the Environment;
- (b) preventing or reducing to acceptable levels the Release of Hazardous Substances into the Environment;
- (c) reducing the quantities, or minimizing or controlling the hazardous characteristics, of Hazardous Substances that are generated;
- (d) assuring that products are designed, formulated, packaged, and used so that they do not present an unreasonable risk to human health or the Environment when used or disposed of;
- (e) protecting the Environment;
- (f) reducing the risks involved in the transportation of Hazardous Substances;
- (g) the cleanup of Hazardous Substances that have been Released, preventing the Release, or addressing the Threat of Release, or paying the costs of such actions; or
- (h) making a person compensate any other person for damage done to its health or property or the Environment or permitting self-appointed representatives of the public interest to recover for injuries done to public assets or resources.

12.9 Seller shall indemnify and hold harmless Purchaser from and against any cost, expense, claim, action, proceeding, loss or damage that Purchaser may suffer, sustain, or become subject to, as a result of, in connection with, or relating to:

- (a) any Environmental, Health, and Safety Liability arising out of or relating to:

(i) (A) the ownership, lease/rental, operation, or condition of the Property at any time on or prior to the Closing Date, or (B) any Hazardous Substances that were present on or at the Property at any time on or prior to the Closing Date; or

(ii) (A) any Hazardous Substances, wherever located, that was generated, transported, stored, treated, Released, or otherwise handled by the Seller or its agent(s) at any time on or prior to the Closing Date, or (B) any Hazardous Activity that was conducted by the Seller or by any other person for whose conduct they are or may be held responsible; or

(b) any bodily injury (including illness, disability, and death, and regardless of when any such bodily injury occurred or manifested itself), property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property), or other damage of or to any person, in any way arising from or allegedly arising from any Hazardous Activity conducted with respect to the Property on or prior to the Closing Date or from Hazardous Substances that were:

(i) present on or prior to the Closing Date on or at the Property (or present on or at any other property, if such Hazardous Substances emanated or allegedly emanated from the Property on or prior to the Closing Date), or

(ii) Released by Seller or any other person for whose conduct they are or may be held responsible, at any time on or prior to the Closing Date.

12.10. Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective heirs, executors, administrators, successors and permitted assigns.

12.11 Breach. Should either party fail to comply with any of the terms of this Agreement, the complying party shall have the option to cancel this Agreement upon ten (10) days written notice to the other party of the alleged breach and failure by such other party to cure such breach within such ten (10) day period. The non-defaulting party shall promptly notify the defaulting party in writing of any alleged default upon obtaining knowledge thereof. Notwithstanding the foregoing, in the event that the language of this paragraph conflicts with the language of paragraph 11.2, the language of paragraph 11.2 shall control.

12.12. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

12.13. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

12.14. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

12.15. No Waiver. No party shall be deemed to have waived any provision of this Agreement pertaining to the other party unless expressly in writing. Any delay or forbearance by either party in exercise in any remedy or right, the time for the exercise of which is not expressly stated in this Agreement, shall not be deemed a waiver of or an estoppel against the later exercise of such remedy or right.

12.16. Execution by Facsimile. The parties agree that they may enter into this Purchase and Sale Agreement (including any amendments and riders hereto) via fax. The parties agree that a facsimile of a party's signature shall be the equivalent of an original signature and shall be binding upon all parties to the agreement. This consent applies only to this transaction and either party may withdraw such consent by in writing, but such withdrawal will have no retroactive effect on the validity or enforceability of this agreement or any amendments hereto.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on the date set forth below, effective as of the date set forth above.

SELLER:

By: _____
date: _____

SELLER:

By: _____
date: _____

PURCHASER:

Town of Berlin

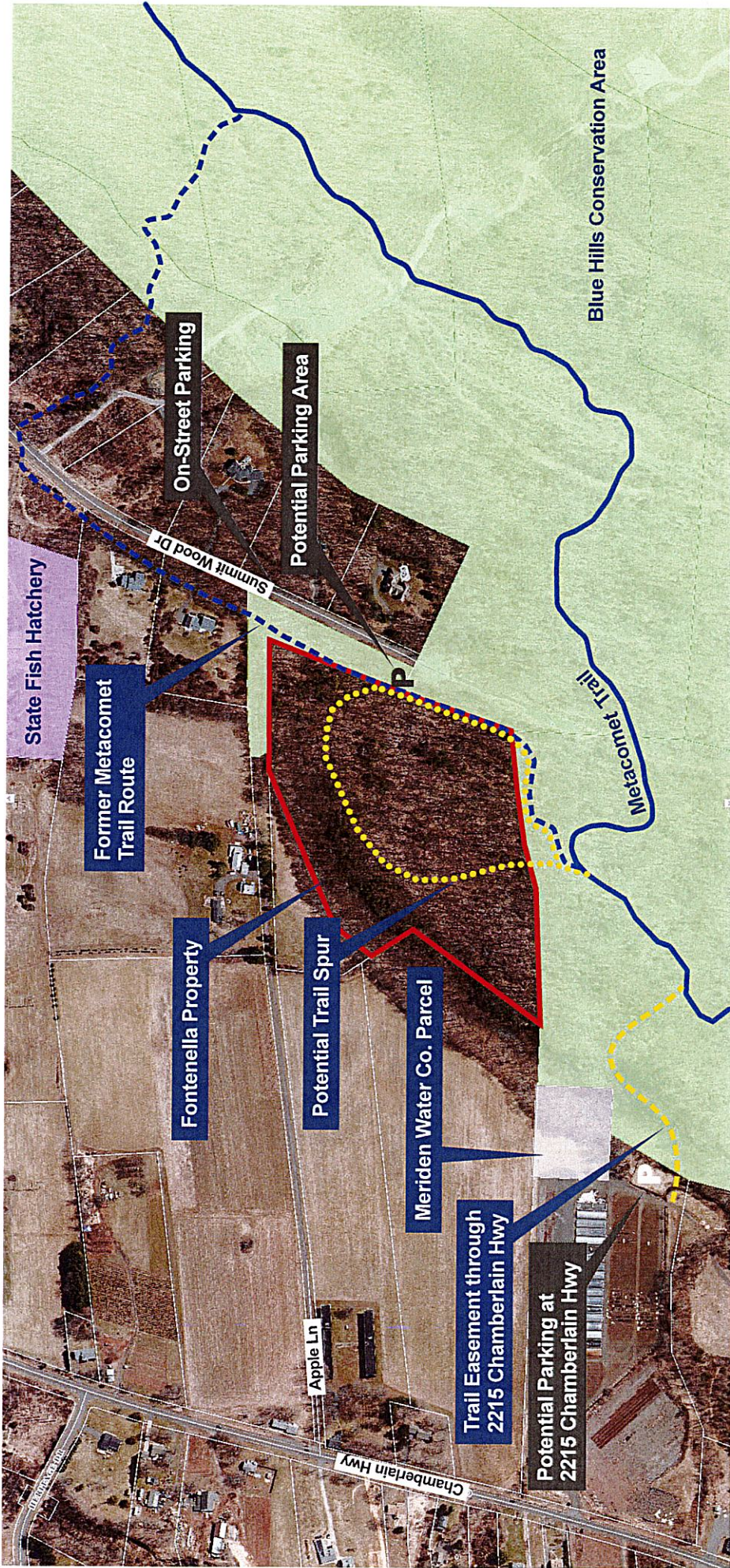
By: _____

date: _____

EXHIBIT 1.1.1

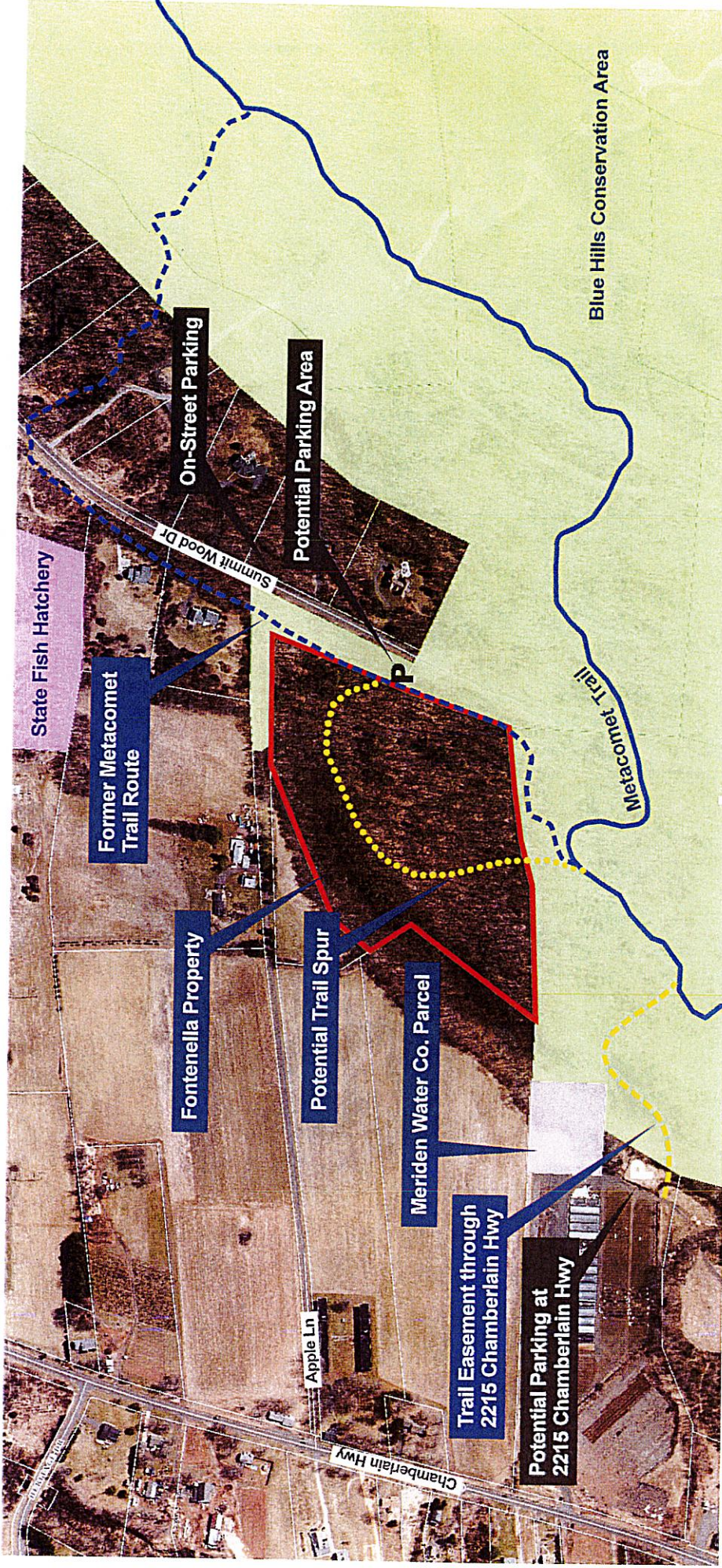
LEGAL DESCRIPTION

Attached is a map and a general description based on Town records. This description is subject to confirmation through a survey to be obtained by the Purchaser.



Fontenella Property
 Site Map

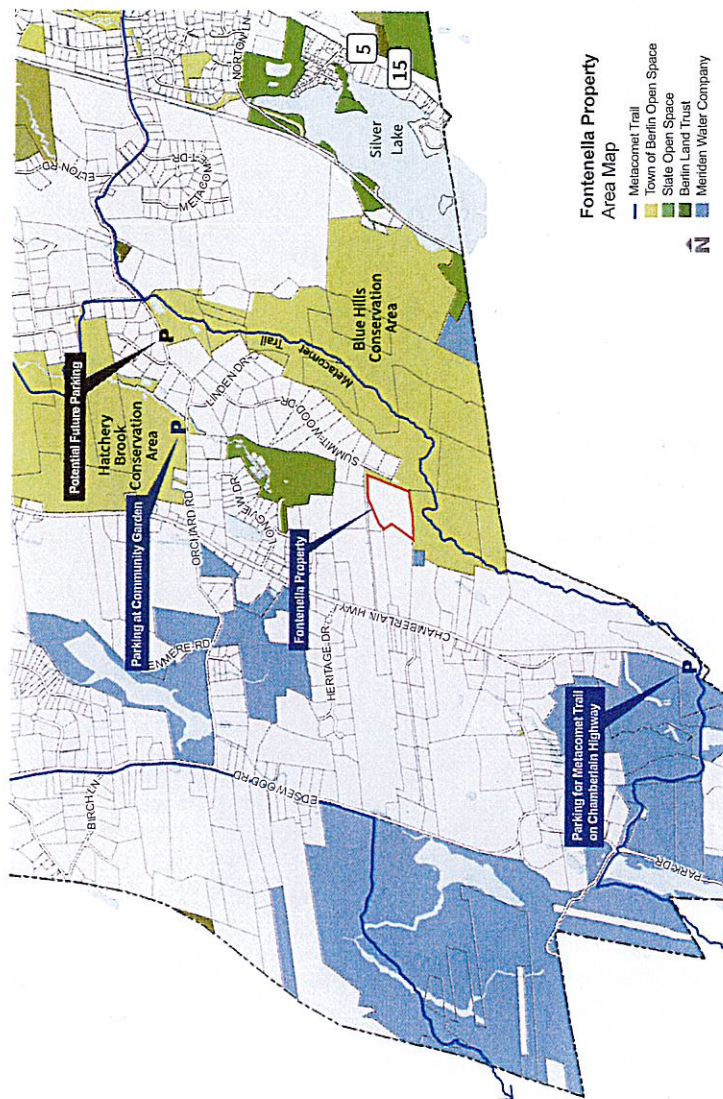




1:60000 Scale of CT

Fontenella Property Site Map

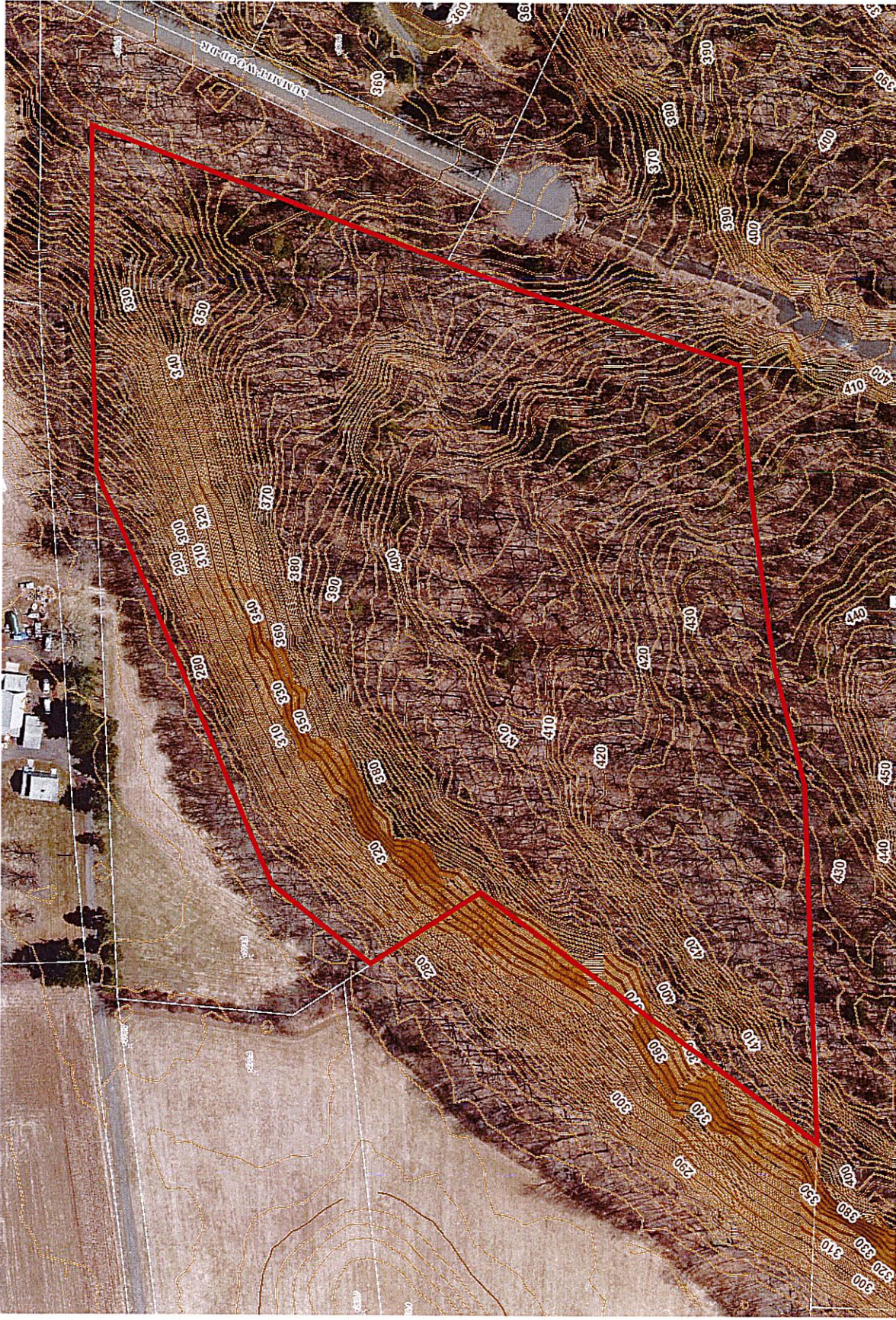




**Fontenella Property
Area Map**

- Metacomet Trail
- Town of Berlin Open Space
- State Open Space
- Berlin Land Trust
- Meridian Water Company





Fontenella Property
Topography Map



Agenda Item No. 6
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: W. Lee Palmer, Interim Town Manager 

DATE: October 25, 2024

SUBJECT: Authorization for the Interim Town Manager to Sign an Interlocal Agreement with the City of Middletown related to a State Recreational Trails Grant for the Lamentation Mountain/Pistol Creek Area and 8-24 Referral to the Planning and Zoning Commission

The City of Middletown and the Town of Berlin jointly applied for a state grant from the Connecticut Department of Energy and Environmental Protection (“DEEP”) under the Connecticut Recreational Trails Program, to improve trail connectivity and accessibility in the Lamentation Mountain area and improve and enhance the multi-use paths at the municipal open spaces located at the Pistol Creek properties in both Towns. DEEP awarded Middletown a grant in the amount of \$554,130. The total project cost for all work for this project is estimated to be \$692,663 with \$442,693 allocated to projects in Middletown and \$249,970 allocated to projects in Berlin. The DEEP Grant requires that Middletown and Berlin pay a local share of 20% of the total project cost. The local share portion to be paid by Middletown is \$88,539 and the local share to be paid by Berlin is 50,000, as was previously approved by the Town Council.

The project scope for the Pistol Creek/Lamentation Mountain area grant application includes improving Pistol Creek cart paths on both the Berlin and Middletown sections, signage, constructing additional improvements including bog bridges on the portion of the Mattabesett Trail that is in Berlin and Middletown, and parking improvements in Middletown for Pistol Creek.

To carry out the purposes of the grant, Middletown and Berlin will enter into an interlocal agreement authorized by C.G.S. § 7-148cc and C.G.S. § 7-339a *et seq.*; whereby Middletown will be responsible for administering the DEEP Grant on behalf of the City of Middletown and Town of Berlin in accordance with the terms, conditions and requirements of the grant. Middletown will contract for goods and services related to the DEEP Grant in compliance with the bidding requirements and consultant selection requirements of the DEEP Grant and with its purchasing procedures. Berlin will provide to the Middletown its local share match contribution of \$50,000 as well as administrative and technical support required by Middletown to effectively and timely carry out any and all project activities that are funded with the DEEP Grant.

The Town Council needs to authorize the Interim Town Manager to sign an inter-local agreement with the City of Middletown. It also needs to refer the project to the Planning and Zoning Commission for a review pursuant to section 8-24 of the Connecticut General Statutes.

Funding:

The Town's \$50,000 match was previously approved to be taken from the fee in lieu of open space account #516.10.1014.0.54000.01606.

Action

Move to authorize the Interim Town Manager to sign an inter-local agreement with the City of Middletown concerning a State Recreational Trails Grant for the Lamentation Mountain/Pistol Creek Area, subject to review and approval of Corporation Counsel and to refer the project to the Planning and Zoning Commission for a review pursuant to section 8-24 of the Connecticut General Statutes.

Attachments:

1. Interlocal Agreement
2. Project Map (note, the 2 parking spaces shown on Spruce Brook Road were eliminated).
3. Detailed project budget.

Prepared By:

Chris Edge, Economic Development Director *CE*

**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF BERLIN, CONNECTICUT
AND
THE CITY OF MIDDLETOWN, CONNECTICUT
FOR
CONNECTICUT RECREATIONAL TRAILS GRANT FOR PISTOL TRAIL IMPROVEMENTS**

THIS AGREEMENT, entered this _____ day of _____, 2024 by and between the City of Middletown, CT (herein called the “**Grantee**”) and Town of Berlin (herein called the “**Subrecipient**”, collectively referred to as the “**Parties.**”)

WHEREAS, the Parties submitted the attached joint grant application (Exhibit 1) to the State of Connecticut Department of Energy and Environmental Protection (“**DEEP**”); and

WHEREAS, the Grantee received a grant award in the amount of \$554,130 from DEEP through its Recreational Trails Grant Program and an agreement setting forth the terms of such grant (Exhibit 2) in response to the joint funding application from the Grantee and Subrecipient (the “**DEEP Grant**”); and

WHEREAS, the DEEP Grant is based on the attached more detailed project budget that defines costs by jurisdiction (Exhibit 3); and

WHEREAS, the C.G.S. § 7-148cc and C.G.S. § 7-339a authorizes interlocal agreements; and

WHEREAS, the City of Middletown and Town of Berlin wish to participate in an interlocal agreement authorized by C.G.S. § 7-148cc and C.G.S. § 7-339a *et seq.* (the “**Agreement**”); and

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

Activities to be funded by the DEEP Grant are described in the DEEP Grant application, which document is incorporated by reference as if set forth fully herein. (Exhibit 1).

B. General Administration

The Grantee will be responsible for administering the DEEP Grant in accordance with the terms, conditions and requirements of the DEEP Grant (Exhibit 2), which document is incorporated by reference as if set forth fully herein. Grantee will contract for goods and services related to the DEEP Grant in compliance with the bidding requirements and consultant selection requirements of the DEEP Grant and the City of Middletown’s municipal processes. The Subrecipient agrees to provide administrative and technical support to Grantee to assist it to effectively and timely carry out any and all project activities as described in the DEEP Grant application.

II. TIME OF PERFORMANCE

Subrecipient will assist the Grantee to complete the Project within the budget period allowed by DEEP.

III. BUDGET

Under the terms of the DEEP Grant, the Grant pays for 80% of the total project cost (the “**State Share**”), and the Grantee and Subrecipient combined pay 20% of the total project cost (the “**Local Share**”). Each Party to this Agreement shall be responsible for paying its own Local Share for any and all work done in that Party’s respective territorial jurisdiction. For example, if work is conducted in the Town of Berlin, Berlin will pay 20% of the total cost of the work, with 80% being covered by the DEEP Grant. Conversely, for all work conducted in the City of Middletown, Middletown will pay 20% of the total cost of the work, with 80% being covered by the DEEP Grant.

As set forth in more detail in the Project Budget (Exhibit 3), which document is incorporated by reference as if fully set forth herein, the total project cost is \$692,662 of which the State Share is \$554,130, and the Local Share is \$138,532. The Project Budget provides that Grantee will contribute \$88,538 and the Subrecipient shall contribute \$49,994 towards such amount, which amounts constitute 20% of the total project costs for the work being conducted in each of the Parties' respective territorial jurisdictions.

In the event that the total project costs are less than what is set forth in the Project Budget, the Grantee and Subrecipient shall only be required to pay the Local Share (20%) for any and all work conducted within that party's respective territorial jurisdiction, and such Local Share shall be prorated accordingly.

In the event that the total project costs are more than what is set forth in the Project Budget, the Grantee and Subrecipient shall be required to pay for 100% of any and all work conducted within that party's respective territorial jurisdiction that exceeds the Project Budget.

Any amendment to the total project costs and/or the Project Budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

Subrecipient agrees to deposit with Grantee its share of the Project Budget (\$49,994) within thirty (30) days of receipt of an invoice from the Grantee, after the Grantee enters into a grant agreement with DEEP.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representatives:

Grantee
Benjamin Florsheim, Mayor
City of Middletown
Mayor's Office
245 deKoven Drive
Middletown, CT 06457

Subrecipient
W. Lee Palmer Acting Town Manager
Town of Berlin
250 Kensington Road
Berlin, CT 06037

with copies to:

Brig Smith, General Counsel
City Hall, Rm. 204
245 deKoven Drive
Middletown, CT 06457

Jeffrey M. Donofrio, Town Attorney
Ciulla & Donofrio, LLP
127 Washington Avenue
North Haven, CT 06473

VI. AMENDMENTS

Any amendments to this Agreement must be approved both by the Common Council of the City of Middletown and the Town Council of the Town of Berlin, and such amendment must be in writing and signed by both Parties.

VII. ADMINISTRATIVE REQUIREMENTS

A. Reporting and Payment Procedures

Progress Reports

The Subrecipient shall assist the Grantee to prepare regular project progress reports including the Final Report in accordance to the DEEP Grant.

B. Procurement

The Grantee will undertake procurement consistent with terms and conditions of the DEEP Grant (Exhibit 2). The Subrecipient agrees to provide administrative and technical support to Grantee to assist it to effectively and timely carry out any and all project activities as described in the Scope of Work of the DEEP Grant.

C, General Provisions

The Subrecipient shall follow all General Provisions listed in the DEEP Grant for all work conducted within the municipal boundaries of the Town of Berlin.

VII. PROPERTY ACCESS

To the degree that it is required to carry out the purposes of the DEEP Grant, each Party shall provide to the other party, their contractors, agents, consultants, and assigns access to the portions of the property located in its respective territorial jurisdiction at any time during the duration of this Agreement (the “**Project Area**”). The Project Area includes parcels in Middletown: Map-Lots 01-0089, 01-0046, 01-0047, and 01-0035, and in Berlin: Map-Block-Lots 22-2-142-35, 22-2-142-39-2, 22-2-155-5, 23-1-155-9 through 13 and 24-4-155-1 through 8.

IX. INDEMNIFICATION AGAINST LOSSES, DAMAGES OR LIABILITIES

To the fullest extent permitted by law, the Town of Berlin agrees to defend, indemnify and hold harmless the City of Middletown, its officials, officers, agents, servants and employees against any and all liability, judgments, costs, including the cost of defense, expenses, attorney’s fees and other loss attributable to claims arising from the City’s performance of services pursuant to this agreement and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the City of Middletown its officials, officers, servants, agents and employees in the performance or lack of performance of services required under this contract.

The City of Middletown, its officials, officers, agents, servants, and employees will not be entitled to defense or indemnification under this agreement from the Town of Berlin for any claims arising out of its performance of services that constitute gross negligence or intentional misconduct. Section X of this Agreement shall be unlimited as to amount or duration, shall survive the termination of this Agreement, and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal agents and representatives.

X. INSURANCE

Prior to accessing the Project Area, each party and its consultants and contractors shall provide the other party with certificates of insurance evidencing in place Commercial General Liability, Workers compensation and commercial automobile insurance, and such other insurance as is commercially reasonable, issued by a company or companies lawfully authorized to do business in the State of Connecticut and in strict accordance with the requirements of this subsection. Insurance Companies are required to have at least an “A VIII” policyholders rating by Best Publication’s latest Ratings Guide.

All Certificates of Insurance shall specify that the other party will receive 30 days written notice for non-renewal or cancellation. The insurance shall be written for not less than any limits of liability required by law

or by those set forth below, whichever is greater, and shall include contractual liability insurance. The complete project title shall be shown on the insurance certificates and policies issued for this work. The Parties shall name each party as an "additional insured" on the Commercial General Liability policy and project CONSULTANTS and CONTRACTORS shall name both the GRANTEE and the SUBRECIPIENT as "additional insureds".

The policy shall be written on an "occurrence" basis. "Claims made" policies or policies with "sunset" clauses are not acceptable.

Workmen's Compensation Statutory

Employer's Liability:

Each occurrence or accident	500,000
Each disease, each employee	\$500,000
Aggregate disease	\$500,000
Commercial General Liability	
Occurrence	\$1,000,000
General aggregate	\$2,000,000
Products/completed ops aggregate	\$2,000,000
Umbrella Excess Liability – each occurrence	\$2,000,000
Automobile Liability – combined single limit each accident	\$1,000,000

Contractual Liability - Same limits as specified above.

The parties shall furnish one copy each of Certificates of Insurance herein required, which shall specifically set forth evidence of all coverage required. The form of the certificate shall be Certificate of Insurance, AIA Document G705 or similar form approved by the GRANTEE. The PARTIES shall furnish each other copies of any endorsements that are subsequently issued amending coverage or limits.

The PARTIES shall be responsible for purchasing and maintaining such insurance as will protect the other party against claims which may arise from operations under this Agreement and other liability for damages which the PARTIES are required to insure under any provision of this Contract. Certificate of this insurance shall be filed with the other Party and shall be the same limits set forth above.

If the property insurance requires minimum deductibles, the PARTIES shall pay costs not covered because of such deductibles. If one of the PARTIES should elect, with the concurrence of the each other, to increase the minimum deductibles above the amounts so identified, such Party shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.

XI. ASSIGNABILITY

This Agreement cannot be assigned or transferred.

XII. SEVERABILITY

If any provisions of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its rights to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XVI. ADJUDICATION OR SETTLEMENT OF DISPUTES

The City of Middletown and the Town of Berlin agree to attempt to resolve any conflicts between the two entities amicably. To this end, disputes concerning the provision of services shall initially be referred to the Mayor of the City of Middletown and the First Selectman of the Town of Berlin. If the dispute cannot be settled, either party may bring an action in the Superior Court of the Judicial District of Middlesex at Middletown.

XVII. TERMINATION

This Agreement shall remain in full force and effect for the entire term of the agreement stated below unless terminated by either the Town of Berlin or the City of Middletown. Ninety (90) calendar days written notice of intention to terminate is required.

XVIII. MISCELLANEOUS

1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns.
2. In the performance of this Agreement, discrimination shall not be permitted by or against any person because of race, color, religious creed, age, sex, marital status, national origin and ancestry, physical disability, gender identity, or any other statutorily protected class, in any manner prohibited by the laws of the United States, the State of Connecticut or the City of Middletown.
3. This Agreement, in all respects shall be construed and enforced under the laws of the State of Connecticut.
4. Any and all remedies provided in this agreement shall not be exclusive, but shall be cumulative and are in addition to any and all other remedies available to the parties by law.
5. No waiver of any default or breach shall be a continuing waiver of such, or of any other breach or default.
6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
7. This agreement shall not be effective as a contract until duly signed by both parties. The date of execution and effective date of this agreement is the date of signature by the City of Middletown.
8. Both the City of Middletown and the Town of Berlin find that no interlocal advisory board is required to accomplish the purposes of this Interlocal Agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY, TWO SIGNATURE PAGES TO FOLLOW]

**CITY OF MIDDLETOWN'S SIGNATURE PAGE FOR THE
INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF BERLIN, CONNECTICUT
AND
THE CITY OF MIDDLETOWN, CONNECTICUT
FOR
CONNECTICUT RECREATIONAL TRAILS GRANT FOR PISTOL TRAIL IMPROVEMENTS**

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Middletown

By _____

Benjamin D. Florsheim
Its: Mayor, Duly Authorized

Date _____

**TOWN OF BERLIN'S SIGNATURE PAGE FOR THE
INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF BERLIN, CONNECTICUT
AND
THE CITY OF MIDDLETOWN, CONNECTICUT
FOR
CONNECTICUT RECREATIONAL TRAILS GRANT FOR PISTOL TRAIL IMPROVEMENTS**

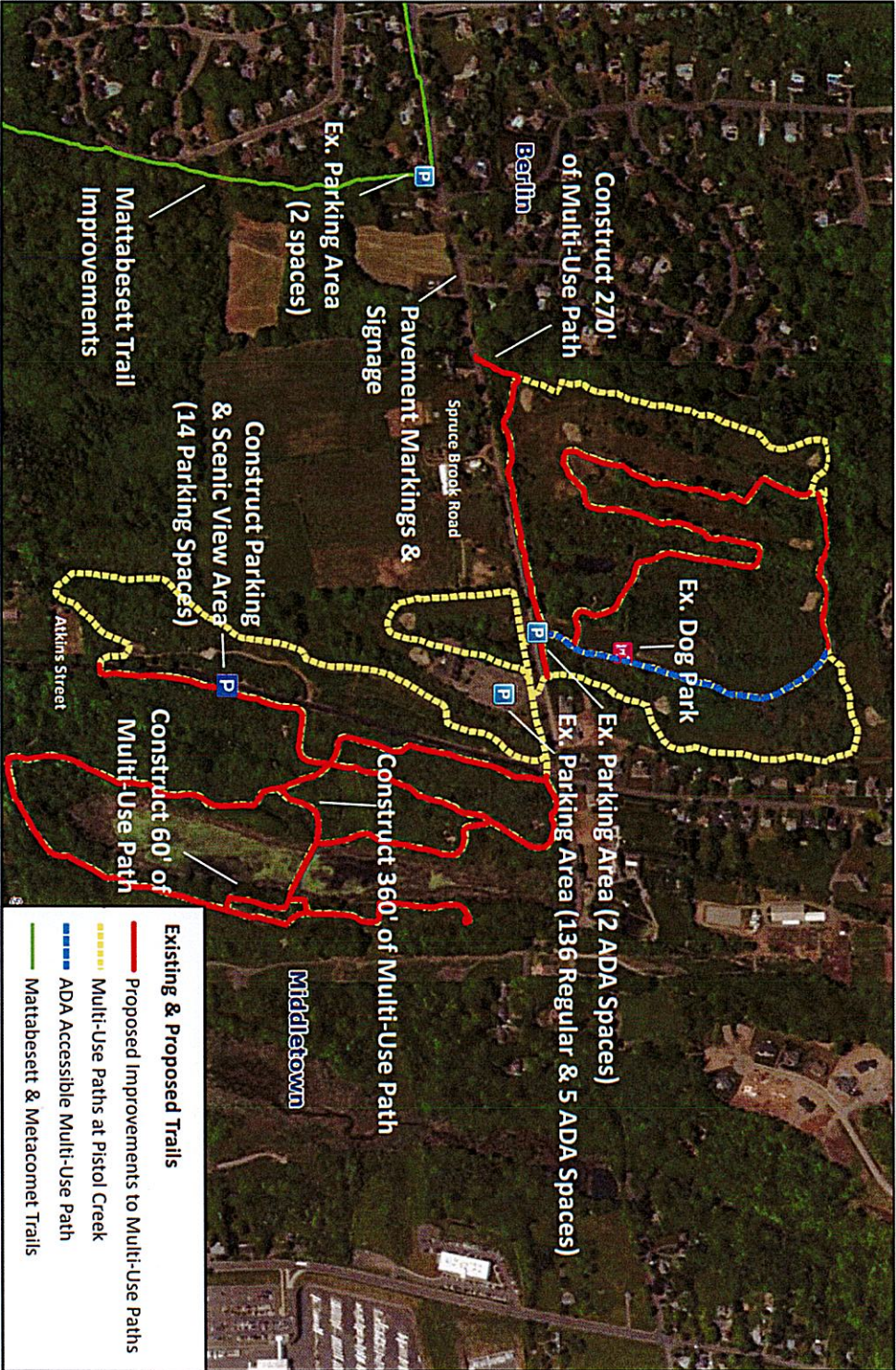
IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Town of Berlin

By _____

W. Lee Palmer
Its; Interim Town Manager, Duly Authorized

Date _____



Comprehensive Plan:
Multi-Use Trails @ Pistol Creek & Mattabesett Trail Connections
 2024 DEEP Connecticut Recreational Trails Grant Application
 The City of Middletown & The Town of Berlin, Connecticut
 February 2024

Middletown/Berlin, Pistol Creek/Lamentation Mountain Grant Budget

Line Item	Cost
Cart Path Repaving	\$398,817
Cart Path Reconstruction	\$69,498
Cart Path contingency @ 15%	\$70,247
Engineering and Construction Administration Consultant	\$12,000
NET Trail Work CFPB Bog bridges & drainage	\$12,000
Road Walk, pavement markings and signage	\$10,000
Accessibility Improvements & Signage Pistol Creek	\$100,000
Subtotal	\$672,562
Contingency @15%	\$20,100
Total	\$692,662
State Share at 80%	\$554,130
Berlin Share	\$49,994
Middletown Share	<u>\$88,538</u>
Total	\$692,662

Berlin Town Council Chambers is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://berlinct-gov.zoom.us/j/89910907097?pwd=NFInCMsw7dKoheETZE27nvmQlXpaVQ.1>

Meeting ID: 899 1090 7097

Passcode: 304448

+1-305-224-1968 US

**TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, October 15, 2024
Town Council Chambers (in person)
Remote Meeting
7:00 P.M.**

A. CALL TO ORDER:

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

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

Those in attendance were:

Councilor Kate Atkinson
Councilor Sandra Coppola
Mayor Mark Kaczynski
Councilor Charles Paonessa – *via Zoom (left meeting at 9:10pm)*
Councilor Mark Pruzin
Councilor Peter Rosso
Councilor Donna Veach

Also in attendance:

Interim Town Manager W. Lee Palmer
Corporation Counsel Jeffrey Donofrio

D. PRESENTATION OF PROCLAMATION: The Berlin Little League 12U Softball All-Star Team

Mayor Kaczynski welcomed the Berlin Little League 12U Softball All-Star Team and read the following proclamation.

TOWN OF BERLIN
Town Council
PROCLAMATION
BE IT HEREBY KNOWN TO ALL THAT:

The Town of Berlin hereby recognizes
The Berlin Little League 12U Softball All-Star Team

For completing a very successful 2024 Softball season. After losing game one in a double elimination tournament, the All-Star team went on to win four straight games and were crowned the District 5 Champions. Next, they successfully captured the Section 2 Championship title by defeating Avon and Shelton. This advanced them to the CT State 12U Little League All Star Final 4 where they lost in two very close games.

This amazing run was achieved with the strong leadership of Head Coach John Szymanski, Assistant Coaches Ryan Burke, Chris Eckert, and Danielle Gorneault. Through hard work, dedication and believing in each other as a team, players Harper Amos, Charlotte Brasile, Nadia Brochu, Grace Burke, Isabella Carling, Jordyn Eckert, Bella Gavallas, Alexis Gorneault, Charlotte Henderson, Drea LaJoie, Ella-Rose Lenois, Callie Szymanski, and Ashley Thorpe were able to accomplish a notable feat that is believed to be Berlin's first sectional championship for a Major Division team.

In recognition of an extraordinary group of athletes and their outstanding achievement in sports excellence this season, the Town Council congratulates the Berlin Little League 12U Softball All-Star Team and salutes them in attaining this illustrious accomplishment.

Dated in Berlin, Connecticut this 15th day of October 2024.

State Representative Donna Veach also presented Citations from the State to each player and their coaches from herself, State Representative Jack Fazzino, and State Senator Rick Lopes.

E. AUDIENCE OF CITIZENS:

None

F. MAYOR'S UPDATE:

Mayor Kaczynski stated that the Town is continuing to work with Bright Feeds to address the noise and odor concerns that many town residents have with the facility.

Councilor Veach stated that the Connecticut Department of Energy and Environmental Protection has visited the location once a month for the past several months and they continue to do their due diligence. They are the regulatory authority, and the Town must wait for their findings. The Central Connecticut Health District has also been involved.

A Special Town Council Meeting to discuss the noise and odor issues will be held on Wednesday October 23rd at 6:00 p.m. in Town Council Chambers with representatives from Bright Feeds in attendance. The public is welcome to attend to express their concerns and ask questions. Corporation Counsel Donofrio added that if there is not a quorum for the meeting it can still be held as there will be no voting.

Mayor Kaczynski stated that there will be interviews with the three Town Manager finalists on Tuesday October 29th beginning at 6:00 p.m.

Mayor Kaczynski stated that early voting will begin on October 21st and runs for 14 days at Town Hall. The deadline for registering to vote is Friday October 18th although Same Day Voter Registration will be held during the early voting period and on Election Day. Town Clerk Kate Wall stated that Absentee Voting is also available.

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

H. CONSENT AGENDA:

1. **Topic re: Transfer \$98,000, as detailed on the accompanying spreadsheet to be attached to the minutes, to cover budgeted transfers in identified accounts. - Finance**
2. **Topic re: Accept monetary donations totaling \$5,793.66 and deposit \$367.05 into the Unrestricted Donations account and deposit \$48.06 into the Children’s Donation account for the purchase of books and programs and deposit \$200.00 into the Library Agency account for the purchase of books in memory of Lois B. MacFarlane and deposit \$5,000.00 into the Vance Foundation Donation account for the purchase of large print books and deposit \$178.55 into the Friends of the Library Miscellaneous account for coffee supplies and children’s program supplies. Move to accept the donation of three boxes of fruit and vegetable seeds with an approximate value of \$200.00 to be added to the seed library. – Berlin-Peck Memorial Library**
3. **Topic re: Accept Mr. Motyka’s donation of \$1375 towards a commemorative bench for Timberlin Golf Course and place the funds in the Golf Course Donation account. – Golf Course**
4. **Topic re: Approve increasing the contract for Northeast Communication Inc. (NORCOM) using the State Contract #19PSX0088 for the installation of equipment for police vehicles from \$69,000 to \$71,000. – Police Department**

Councilor Veach moved to accept the Consent Agenda as presented.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

I. NEW BUSINESS:

1. **Topic re: Discussion concerning what the YMCA can provide in Berlin. – Mayor**

Mayor Kaczynski stated that the YMCA previously presented information to the Town Council but as there are new Council members he asked representatives to speak again on what the YMCA can provide to Berlin.

John Benigni, CEO of the Meriden-New Britain-Berlin YMCA introduced Don Rittman, Berlin resident and Board of Directors member. Mr. Benigni stated that the YMCA is the leading nonprofit organization in the country and is committed to strengthening community with the New Britain-Berlin YMCA serving the community for 166 years.

In 2023 the YMCA welcomed over 192,000 visitors at its two full-service locations, employed 928 staff members, and provided childcare for 1,625 children. No one is turned away for inability to pay with demonstrated need and in 2023 over \$1.7 million in scholarships were provided for membership and programs. These are reasons that the YMCA is always fundraising.

In Berlin the YMCA provides infant, toddler, and preschool care as well as before and after school care at local elementary schools, summer camp at McGee Middle School, an annual fun run, a ski club for grades three through twelve, and the Berlin High School swim team practices at the Meriden YMCA.

For active older adult members there are various fitness programs, healthy cooking classes, group classes, and the Silver Sneakers program which an estimated 68% of Berlin seniors could be eligible for.

Mr. Benigni stated that the size of the YMCA considered for Berlin would be similar in size to the Meriden building. As residents of Berlin are interested in a pool, they propose a competition worthy pool with six lanes, diving blocks, and stands for seating. The facility would also contain a gymnasium which would be adaptable and changeable for different activities, a fitness center, and a multi-purpose/community space.

Mr. Rittman added that as a Berlin resident he is aware that there is the desire for an indoor pool and the YMCA is looking to provide that and more in a 25,000 to 30,000 square foot building at the property located across from Berlin High School on Patterson Way. The associated building costs would be funded through fund raising, donations, and a possible Town contribution. Until a cost analysis is done it is difficult to determine the cost of the project.

Mr. Benigni stated that there is currently no plan to run daycare out of the new facility as it is provided by the YMCA at two elementary schools in Berlin. However, in order to build a facility that does not have childcare they will need to have the membership to support it with a key component being the senior population by providing space for their activities, especially during the day.

Mr. Benigni stated that the project needs to make financial sense for all parties involved and the YMCA has been looking to build a facility in Berlin. In order to move forward the YMCA would need the Town Council's approval and determination if the Patterson Way property is the desired location. Corporation Counsel Donofrio stated that the information already obtained by the Town, such as site information and possible building size and location, is public information and can be shared with the YMCA.

Mayor Kaczynski stated that if the Town were to go along with a plan for a YMCA building the current Senior Center and Community Center would remain open.

Mr. Benigni restated that the YMCA is here to serve the community. If residents are not responding to services being offered then new services are made available, such as the creation of pickleball courts recently added at one of their other locations.

The Town Council agreed to allow the YMCA to proceed with a feasibility study and have access to current public information previously obtained as long as there is no commitment from either side.

for a final project at this time. Mayor Kaczynski added that the Town will continue to explore the cost of a building to house an indoor pool with no other facilities.

NO ACTION NEEDED

2. Topic re: Update on Feasibility Study of Demore, Dinda, Bittner Jr. Memorial Pool Complex – Parks and Grounds

Superintendent of Parks and Grounds Steve Wood introduced Luke McCoy of Kaestle Boos Associates (KBA) to provide an update on the progress of the feasibility study of the Demore, Dinda, Bittner Jr. Memorial Pool Complex.

Mr. McCoy stated that the current tennis courts are at the end of their lifespan with cracking and structural movement. The area does allow for the installation of four pickleball courts and fencing, however there is currently no accessible access to that area except for walking across the lawn.

The current pool house contains a number of accessibility issues including heaving on the access path, sink and counter heights, and door threshold sizes. The general building condition includes structural settling with movement of masonry, degrading of protective layer on shingles, and uneven pavement.

Issues with pool consultants put the pool analysis behind schedule but the current consultant is scheduled for a second assessment of the pool equipment next week and then an updated report and costing will be available. KBA plans on providing the full project report at the November 12th Town Council meeting.

The current park and swings have a lack of accessibility and means of egress due to their age. KBA provided a rendering of a proposed playscape and splash pad area if the Town decides to replace the current pool.

Next steps include completing the pool analysis and providing cost estimates for proposed pickleball courts, splash pad/pool repair, and playground.

NO ACTION NEEDED

3. Topic re: Approve the purchase of a Toro greens mower using the State of Connecticut Department of Administrative Services Contract #129829 from Turf Products Company for an amount not to exceed \$67,000. – Golf Course

Interim Town Manager Palmer introduced this item and stated that the purchase was discussed previously.

Councilor Veach moved to approve the purchase of a Toro greens mower using the State of Connecticut Department of Administrative Services Contract #129829 from Turf Products Company for an amount not to exceed \$67,000.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

- 4. Topic re: Approve the purchase of a Ventrac mower using the State of Connecticut Department of Administrative Services Contract #031121-TTC from Turf Products Company for an amount not to exceed \$70,000. – Golf Course**

Interim Town Manager Palmer introduced this item and stated that the purchase was discussed previously.

Councilor Veach moved to approve the purchase of a Ventrac mower using the State of Connecticut Department of Administrative Services Contract #031121-TTC from Turf Products Company for an amount not to exceed \$70,000.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

- 5. Topic re: Authorize the Town Manager to seek approval from the State of Connecticut Department of Energy and Environmental Protection (DEEP) Commissioner for a proposed extension of Wilks Pond Road across a portion of Sage Park land. Also refer the matter of extending Wilks Pond Road including use of a portion of Sage Park to the Planning and Zoning Commission for review subject to approval from State of Connecticut Department of Energy and Environmental Protection (DEEP). - Planning and Zoning**

Town Planner Maureen Giusti stated that the Planning and Zoning Commission received an application for a subdivision approval of 170 Wilks Pond Road and out to Somerset Drive which proposes to extend Wilks Pond Road over a corner of Sage Park and into the existing parcel which will then be divided into five single family lots on a cul-de-sac.

The Town is a party to an Open Space Grant Agreement with the Connecticut Department of Energy and Environmental Protection (DEEP) relative to Sage Park which provides that the Town must retain the land covered by the agreement for recreation and conservation purposes. The Town is prohibited from conveying or converting said land to any use other than recreation or conservation except with the prior written approval of DEEP. Such approval shall be upon the provision of an equal swap of a portion of their land by the Town to be devoted to recreation and conservation. If approval is granted, then the Planning and Zoning Commission will need to provide an 8-24 review.

Councilor Veach moved to authorize the Town Manager to seek approval from the State of Connecticut Department of Energy and Environmental Protection (DEEP) Commissioner for a proposed extension of Wilks Pond Road across a portion of Sage Park land.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

Councilor Veach moved to refer the matter of extending Wilks Pond Road including use of a portion of Sage Park to the Planning and Zoning Commission for review subject to approval from State of Connecticut Department of Energy and Environmental Protection (DEEP).

Economic Development Coordinator Mahoney stated that the Town and Newport Realty Group, LLC entered into a license agreement to allow Newport to work on the 55 Steele Boulevard site to install utilities, footings, and foundations in concert with the Town's engineered control project. The license agreement will expire on December 31, 2024.

It is hoped that the Engineered Control project will be completed by the end of the year, but it is possible that it will not be completed by then. Therefore, an extension to the License Agreement between the Town and Newport is requested.

Councilor Veach moved to authorize the Interim Town Manager to enter into an amendment to the license agreement between the Town and Newport Realty Group, LLC to extend the license to a new termination date of December 31, 2025, subject to review and approval of Corporation Counsel.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

8. **Topic re: Authorize the Interim Town Manager to execute a Purchase and Sale Agreement with contingencies with Vesta Corporation/O'Riordan Migani Architects concerning the sale of the former Knights of Columbus Property at 143 Percival Avenue for development as affordable senior housing, subject to review and approval by Corporation Counsel. – Economic Development**

Economic Development Coordinator Mahoney introduced Aaron Greenblatt of Vesta Corporation (Vesta) to provide an update on the project.

Mr. Greenblatt stated that Vesta will be submitting their first financing application by the end of next week. A phase-one environmental report has been completed and an estimate for demolition of the existing structure has been obtained. O'Riordan Migani Architects are working on the site plan and will be submitting a Wetlands application and Planning and Zoning application by the end of this year. Vesta is hoping to have their financing in place by the middle of next year with construction beginning within a year from now.

Mr. Mahoney stated that the Town currently has an Exclusive Negotiating Agreement in place with Vesta however, they felt that they would be in a stronger position for financing if they had a Purchase and Sale Agreement with the Town. Counsel for the Town and Vesta have prepared that agreement with contingencies.

Mr. Mahoney added that Vesta's current plan includes 70 units, subject to Planning and Zoning approval, with a per apartment unit purchase price. Conditions of the sale include that the purchaser enter into deed restrictions limiting the use of the premises to housing for elderly persons with affordable housing units. All consents and approvals required to develop the project, as well as financing, must be obtained before the Town is obligated to close on the sale of the property.

Corporation Counsel added that this a different structure than the prior Purchase and Sale Agreement with the Berlin Housing Authority which includes the Town being paid for the property, the contingencies are typical for this type of project, and Vesta has been moving at a good pace.

Councilor Veach moved to authorize the Interim Town Manager to execute a Purchase and Sale Agreement with contingencies with Vesta Corporation/O’Riordan Migani Architects concerning the sale of the former Knights of Columbus Property at 143 Percival Avenue for development as affordable senior housing, subject to review and approval by Corporation Counsel.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

J. APPOINTMENTS:

1. **Constables – 4 Vacancies – Terms would be until December 2025. Can be filled with R, D or U with no more than a bare majority to be from one political party (Section 8-6).**
2. **Economic Development Commission – Vacancy – Keith Bostrom resigned. Replacement term would be until January 31, 2029. Can be filled with a D, R or U.**
3. **Inland Wetlands & Water Courses Commission – Vacancy – John Russo resigned. Replacement term would be until January 31, 2027. Can be filled with a D or U.**
4. **Inland Wetlands & Water Courses Commission – Vacancy – Alternate - Replacement term would be until January 31, 2026. Can be filled with a D or U.**
5. **Mattabassett District – Vacancy – James Fallon’s term expired August 31, 2023. Reappointment or replacement term would be until September 1, 2026. Can be filled with a D, R or U.**
6. **Plainville Area Cable Television Advisory Council (PACTAC) – 2 Vacancies – New terms would be until June 30, 2025. Can be filled with a D, R or U. There are only two members from Berlin for this board.**
7. **Public Building Commission – Vacancy – Replacement term would be until January 31, 2029. Can be filled with a D, R or U.**
8. **Veterans’ Commission – Vacancy – Replacement term would be until January 31, 2027. Can be filled with a D, R or U.**
9. **VNA – Vacancy - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.**
10. **VNA – Vacancy - Replacement term would be until January 31, 2027. Can be filled with a D, R or U.**

11. VNA –Vacancy - Replacement term would be until January 31, 2027. Can be filled with a D, R or U (Depending on the above appointments).

12. Water Control Commission – Alternate – Vacancy –Term would be until January 31, 2027. Can be filled with a D, R or U.

13. Youth Services Advisory Board (Youth Agency Representative) – Vacancy – Adam Marzi resigned. Replacement term would be until January 31, 2025.

Mayor Kaczynski placed in nomination the name of Ed Battle for appointment to the Youth Services Advisory Board (Youth Agency Representative).

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

Vote being 7-0 in favor of Ed Battle to serve on the Youth Services Advisory Board (Youth Agency Representative). Term ending January 31, 2025.

14. Youth Services Advisory Board (School Representative) – Vacancy – Jan Zagorski resigned. Replacement term would be until January 31, 2025.

Mayor Kaczynski placed in nomination the name of Karen Despres for appointment to the Youth Services Advisory Board (School Representative).

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

Vote being 7-0 in favor of Karen Despres to serve on the Youth Services Advisory Board (School Representative). Term ending January 31, 2025.

15. Youth Services Advisory Board (Service Consumer) – Vacancy – Cyndi McKinnon resigned. Replacement term would be until January 31, 2027.

K. TOWN MANAGER'S REPORT:

Interim Town Manager Palmer stated that Economic Development Coordinator Jim Mahoney has an update on the environmental consulting services fee related to the removal of an underground storage tank at 55 Steele Boulevard which was discussed at the last Town Council meeting.

Mr. Mahoney stated that five firms were contacted and three proposals for environmental services related to the tank removal were received with the lowest being \$11,700 from Geoquest. During conversations with them it was determined that their quote was not fulfilling the Town's not-to-exceed request.

Mr. Mahoney requested their numbers of hours allocated to each task from Geoquest and Loureiro, the second low bidder, and an analysis will be conducted. Based on that he will make a recommendation to the Finance Department and Town Manager.

L. SPECIAL COMMITTEE REPORTS:

Calander Committee Chair Coppola stated that her goal is to have a tentative meeting schedule for 2025 available at the next Town Council meeting.

M. COUNCILORS' COMMUNICATION:

Councilor Atkinson inquired about the status of the Berlin Housing Authority's request for tax abatement. Interim Town Manager Palmer stated he would look into the status.

Mayor Kaczynski inquired about the Town's policy for sending delinquent taxes to collections. Corporation Counsel Donofrio stated that there is no policy as it typically determined on a case-by-case basis. Mayor Kaczynski stated that he would like to understand the rationale behind the process and Interim Town Manager Palmer stated that he would look into it.

N. ACCEPTANCE OF MINUTES:

October 1, 2024

Councilor Veach moved to accept the Town Council Meeting Minutes of October 1, 2024 as presented.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

O. EXECUTIVE SESSION:

1. Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – 318 Kensington Realty LLC Tax Appeal and Pauley (1357 Berlin Tpke) Property Tax Appeal

Councilor Veach moved to go into Executive Session: Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation – 318 Kensington Realty LLC Tax Appeal and Pauley (1357 Berlin Tpke) Property Tax Appeal at 9:10 p.m. Invited in: Interim Town Manager Palmer and Corporation Counsel Donofrio.

Seconded by Councilor Coppola.

Vote being 7-0 (MOTION CARRIED)

Executed Session ended at 9:20 p.m. Corporation Counsel made the recommendation to vote on both tax appeals in one motion.

9. Discussion and possible action concerning the proposed settlement of the 318 Kensington Realty LLC real property tax appeal. – Corporation Counsel

10. Discussion and possible action concerning the proposed settlement of the Pauley (1357 Berlin Tpke) property tax appeal. – Corporation Counsel

Councilor Veach moved to approve the settlements of the two tax appeals discussed in Executive Session.

Those voting in favor: Councilor Atkinson, Councilor Coppola, Councilor Pruzin, Councilor Rosso, Councilor Veach, Mayor Kaczynski.

Vote being 6-0 (MOTION CARRIED)

P. ADJOURNMENT:

Councilor Veach moved to adjourn at 9:21 p.m.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Atkinson, Councilor Coppola, Councilor Pruzin, Councilor Rosso, Councilor Veach, Mayor Kaczynski.

Vote being 6-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting

Berlin Town Council Chambers is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://berlingov.zoom.us/j/82984684198?pwd=tX1As6FhAa1pH4t4je1qb07boA8bu.1>

Meeting ID: 829 8468 4198

Passcode: 998379

+1-309-205-3325 # US

**TOWN OF BERLIN
SPECIAL TOWN COUNCIL MEETING
Wednesday, October 23, 2024
Town Council Chambers (in person)
Remote Meeting
6:00 P.M.**

A. CALL TO ORDER:

Mayor Kaczynski called the Special Town Council meeting to order at 6:01 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

Those in attendance were:

Councilor Sandra Coppola
Mayor Mark Kaczynski
Councilor Charles Paonessa – *via Zoom*
Councilor Mark Pruzin
Councilor Donna Veach

Absent:

Councilor Kate Atkinson
Councilor Peter Rosso

Also in attendance:

Interim Town Manager W. Lee Palmer – *via Zoom*
Corporation Counsel Jeffrey Donofrio

Prior to beginning the meeting Mayor Kaczynski provided an update on the large brush fire on Lamentation Mountain stating that the fire has now spread to over 100 acres, but it is currently not threatening any homes or businesses in the area although pumper trucks have been stationed in the Silver Ridge neighborhood as a precaution. Two National Guard helicopters arrived today and have been dumping water from Silver Lake onto the fire, and an additional helicopter from Maine is expected tomorrow.

A moment of silence was held for Wethersfield Volunteer Firefighter Robert Sharkevich, Sr who was killed in the line of duty while fighting the fire.

D. NEW BUSINESS:

1. Topic re: Presentations concerning Bright Feeds.

- a. Bright Feeds will provide an update.
- b. Mayor Kaczynski and State Representative Veach will provide updates.
- c. Attorney Donofrio will comment on any legal matters.

Mayor Kaczynski began the meeting by stating that although normally the audience of citizens is held at the beginning of the meeting, he wanted to allow information and updates to be shared by State Representative Veach, the Department of Energy and Environmental Protection (DEEP), Corporation Counsel Jeffrey Donofrio, the Central Connecticut Health District, Berlin Police Chief Matthew McNally, and Bright Feeds before opening the floor for comments and questions.

State Representative Donna Veach stated that the odor concerns with Bright Feeds have been being monitored by the Air Quality Division of DEEP as they are the regulatory authority. DEEP did issue a violation to Bright Feeds in May of this year and it is an ongoing investigation. Representative Veach's office is working with all parties involved to find a resolution for the odor and noise issues.

Mayor Kaczynski stated that residents should continue to report concerns to the Town Manager's office as it will provide a way to track issues on a day-to-day basis.

Corporation Counsel Jeffrey Donofrio stated that the framework in Connecticut for controlling odors is grounded in a Nuisance Law, specifically regulation 22a-174-23 which states that "no person shall cause or permit the emission of any substance or combination of substances which creates or contributes to an odor in the ambient air that constitutes a nuisance". DEEP is the regulatory agency that has jurisdiction to investigate complaints and determine if a violation has occurred.

At a Federal level, the Federal Clean Air Act does not regulate odors and is more concerned with toxicity from pollutants.

The Town of Berlin does have a comprehensive noise ordinance which contains standards and processes for determining whether the standards have been deviated from, investigatory, and enforcement authority as well.

Director of the Central Connecticut Health District Charles Brown stated that the District's environmental health staff has been involved in Bright Feeds situation since about March of this year. Staff has visited the site and is assured that the process does not involve toxic chemicals. Mr. Brown added that unpleasant odors does not necessarily equal being unhealthy.

The District has been working with DEEP to assure that they are able to conduct their investigations appropriately as they have jurisdictional authority over this site, and they will continue to work together.

DEEP's Director of Air Quality Enforcement Jake Felton stated that his division of DEEP has received several complaints over the past year and a half relating to the Bright Feeds facility. Multiple inspections of the site and surrounding areas have been conducted and during the inspection of May 15th and 16th of this year Field Enforcement Unit staff documented nuisance odors pursuant to DEEP's regulatory nuisance odor standard of regulation 22a-174-23. Violation notice 20331 was issued to address this finding. DEEP continues to document odors from the facility, sometimes at nuisance levels, and their investigation remains open and active therefore they cannot comment on specific enforcement strategy at this point. DEEP remains in contact with Bright Feeds on an ongoing basis to continue to reinforce the importance of expeditiously resolving this matter and they are committed to seeing it through to a full resolution of the issue.

Berlin Deputy Police Chief Drew Gallupe stated that after the Town enacted the Noise Ordinance the Police Department purchased sound level monitoring equipment. Decibel levels in the areas where complaints have been made regarding Bright Feeds have been measuring at 51 decibels or less and that area is zoned as commercial where anything over 70 decibels is considered excessive. Deputy Chief Gallupe added that when a complaint is made the police respond to the location of the caller and the decibel levels are measured there, however even when measurements were taken at Bright Feeds, they have not found levels that would violate the Town's noise ordinance. The complaints seem to be related more to the pitch of the noise and Police Chief McNally is going to speak on new equipment the Town has obtained.

Berlin Police Chief Matthew McNally stated that just today the Police Department acquired new equipment on a trial basis from Noise Net. This product is a long-term device which not only measures decibels but other frequencies. Information is gathered over time, sent to the company, and a report is generated which interprets the sounds being generated.

Bright Feeds Co-Founder and CEO Jonathan Fife stated that their company recycles food waste into animal feed. With food waste representing 25% of the waste stream, and with Connecticut shipping waste out of state at an enormous economic and environmental cost, Bright Feeds is excited to help provide a solution to the state.

Their process involves picking up food waste from large commercial manufacturers, mostly bakeries providing cooked and packaged products. Packaging is removed once received at their facility and foods are mixed and dried. Nothing is added to the product. The plume seen exiting their facility is steam produced from removing moisture from the product.

There is a very heavily regulated industry and years of permits and approvals needed to be obtained from local and State agencies to open the facility.

Regarding the noise issue, Bright Feeds originally met with residents to better understand their concerns, data was gathered, and engineers designed a system that was installed on the stack to mitigate the noise. Regarding odors, they set up a hotline in order to visit locations where odors were reported and gather data. A system was installed in early August and all recommendations from the manufacturer have been followed to adjust the system as needed.

Bright Feeds continued to field concerns about odors and continued to research different solutions, ultimately determining that a thermal oxidizer system was the best and highest-level solution possible. Air is run through very hot temperatures which breaks down organic compounds and provides a 98% destruction guarantee for emissions that could produce odors. This is a million-dollar system which should produce the best results.

Bright Feeds will continue to work with Representative Veach and Mayor Kaczynski and will update them as the process evolves. They want to continue to work in the Berlin community and be a good neighbor.

Mayor Kaczynski stated that comments from the audience will now be heard.

Ryan Malloy, 84 Juniper Lane – Mr. Malloy stated that he disagrees with the Police Department's noise readings as he reads the decibel levels almost every night and they are above every single time. He added that in industrial areas noise readings should be measured in DBCs, not DBAs as DBCs are a nuisance to humans and animals. Mr. Malloy added that when Bright Feeds attempted to address the odor issue, he believes that they broke something related to the sound as the high-pitched noise started again specifically between 2:00 and 5:00 a.m.

Mr. Malloy stated that although he believes in Bright Feeds' mission statement the way they are going about it is not right. He added that they should have been shut down until the issues were fixed as the smell and sound pollution they have been creating is unacceptable. The only reason residents are not in court against Bright Feeds is because they cannot afford it and that is why they are turning to the Town for help.

Mr. Malloy stated that he appreciates the thermal oxidizer that Bright Feeds is looking to install now but that should have been done long ago. He added that he has logged over 50 noise issues since June, but he has become frustrated and has stopped calling Bright Feeds because nothing is being done about it.

He would like the DEEP to release the data they have been collecting regarding what residents have been breathing in, adding that they should be fining Bright Feeds for every day they are not in compliance.

James Ostrowski, TASCA Ford, 250 Webster Square Road – Mr. Ostrowski stated that he is employed at TASCA Ford which is near the Bright Feeds facility. Mr. Ostrowski's position requires him to be outside between the hours of 8:00 a.m. and 5:00 p.m. and the smells omitted from Bright Feeds are so horrendous at times that he gets sick to his stomach, and it affects him being able to do his job.

He also believes that it is not only steam that is omitted from the stack at Bright Feeds as twice within six months there were concerns. The first time they found a coating of something on cars in the lot that needed to be scrubbed off, the second time they found a light coating. He is concerned about what he is breathing in. Bright Feeds response at the time was that it was a freak occurrence, but he believes that a system needs to be in place to prevent things like this from happening.

Mr. Ostrowski added that he has also heard the noise along with the noise of trucks traveling in and out of the location throughout the night.

Jean Hagen, 79 Hamilton Drive – Ms. Hagen stated that one of her hopes for this meeting is to come up with an action plan and she suggests a follow-up meeting be set for January 8th to look at what is being done to correct the problems.

Geraldine Walerysiak, 19 Hamilton Drive – Ms. Walerysiak stated that she has experienced symptoms of runny eyes and sore throats due to the smells from Bright Feeds.

Sarah Cotto, 20 Skyview Drive – Ms. Cotto stated that she is unhappy that Bright Feeds continues to operate with no repercussions while those in her neighborhood are unable to sleep in their own beds. And although they are being told that the odor is non-toxic her body's response is to be sick. She is unable to walk her dogs, open her windows, or be outside. She questions how they are able to continue operating and believes something needs to come from this meeting.

Jill Hanson, Berlin – Ms. Hanson stated that she is a Berlin resident that works on Woodlawn Road adjacent to Bright Feeds. She stated that on the days that the odors from Bright Feeds are the worst she is nauseous and has difficulty breathing. The smells have also been noticed at Berlin High School and her church on Worthington Ridge. Ms. Hanson stated that these problems have gone on for too long and the Town and State have failed residents on these issues.

Rachel Dzienis, 106 Brandegge Lane – Ms. Dzienis stated that she is glad that there has been a forum of people that have come together to discuss this matter. She was originally unaware that the smells and noises she has been experiencing had been coming from Bright Feeds. As someone that wants to be outside and exercise it is affecting her quality of life, along with the quality of life for many residents. She added that she is hopeful that Bright Feeds will take their complaints seriously and that the Town will support the residents.

Scott Footit, 158 Webster Ridge – Mr. Footit stated that he has had to wash his cars at least three times a week due to a grey sticky substance he has been finding on his cars. He wants to know what this substance is. He is also concerned about the noise he has been hearing during the over nights.

Jessica Patraw, 420 Lower Lane – Ms. Patraw stated that she has not been affected by the concerns of the other residents but a couple nights ago she heard a vibrating/electrical noise, and she is now wondering if it is connected to Bright Feeds. She added that she has smelled the terrible odor when she visited the Dollar Tree in Webster Square Plaza. She hopes the concerns of residents are addressed soon.

Linda Barton, 22 Schultz Place – Ms. Barton stated that she has been following the concerns about Bright Feeds on Facebook and although the issues do not affect her personally, she believes that the company should not be affecting the health and wellbeing of Berlin's residents. This has been going on for too long and the Town is not protecting these residents.

Adrian Wolski, 339 Worthington Ridge – Mr. Wolski stated that he has been unable to sleep, and it is affecting his work. He believes that Bright Feeds needs to cease their third shift operations until all the issues are addressed.

Mayor Kaczynski asked Jake Felton of the DEEP if he had anything to add after the comments from residents.

Mr. Felton stated that he appreciates and understands the concerns, but he wants to recognize that their nuisance odor investigation is open and active. There are issues and remedies that have been raised that fall outside of the regulatory jurisdiction of DEEP's Bureau of Air Management, but they are still very important. DEEP is still committed to seeing to the full resolution of the issue

Mr. Felton added that after multiple inspections and issuing the violation notice they are now in the compliance process. DEEP is in frequent contact with Bright Feeds to ensure that they are making diligent progress toward compliance. That compliance may not be happening as quickly as residents would like to see.

Mayor Kaczynski asked Jonathan Fife of Bright Feeds to address the audience again regarding the concerns raised this evening.

Mr. Fife stated that the thermal oxidizer has been ordered and it is in the engineering phase and within the next few weeks they will have more details on the timeframe which will be communicated to Representative Veach and Mayor Kaczynski.

Mayor Kaczynski asked Mr. Fife to address the residents' suggestion of shutting down third shift. Mr. Fife stated that the company was not aware that there were still concerns with the noise. They did receive a recent complaint which was investigated, and no vibration noises were heard. Bright Feeds will take this information and get back to residents.

Mr. Fife added that they have people measuring noise at their facility every day and recording that information. Whenever a complaint is received, a representative is sent to the location of the call to investigate.

When Mr. Felton of the DEEP was asked if the State had the authority to shut Bright Feeds down, he stated that at this time is in an ongoing investigation. He cannot comment on their specific enforcement strategy at this time.

Amy Balko, 7 Redwood Lane – Ms. Balko stated that she is a realtor in Berlin, and she has had residents stop her to question how badly their home value is being impacted by this situation. She added that she believes that shutting down for just third shift is enough and that they should be shut down until the problems can be resolved.

Mayor Kaczynski reminded residents that based on his past experiences consequences come at the end of an investigation and DEEP's investigation is still open.

When questioned about the possibility of the Town filing a lawsuit against Bright Feeds, Corporation Counsel Donofrio explained that as he stated earlier there is a State regulation that gives DEEP and the State Attorney General jurisdiction and does not create a private cause of action or give the municipality any authority. He added that there is no cause of action against the Town as the Town is not ignoring a regulation under which it has jurisdiction. Corporation Counsel added that residents that are aggrieved have private rights of action to bring a lawsuit.

Mayor Kaczynski added that the Town allowed the business to open in the proper zone, but it was the State that permitted the operation.

Ryan Malloy stated that the State needs to create legislation to never be in this position again. Representative Veach stated that she can propose it.

Mayor Kaczynski stated that there will be another meeting regarding this subject on Wednesday November 20th at 6:00 p.m.

E. ADJOURNMENT:

Councilor Veach moved to adjourn at 7:59 p.m.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Paonessa, Councilor Pruzin, Councilor Veach, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall
Clerk of the Meeting