AGENDA

REGULAR MEETING PLAINVILLE TOWN COUNCIL MEETING COUNCIL CHAMBERS – MUNICIPAL CENTER November 16, 2020 - 7:00pm

I. PRESENTATIONS:

II. PUBLIC HEARING

III. MINUTES OF PREVIOUS MEETING

October 15, 2020 Special Meeting; October 19, 2020 Regular Meeting; October 27, 2020 Special Meeting

IV. ANNOUNCEMENTS – REPORTS

V. APPOINTMENTS/RESIGNATIONS

- 1. Zoning Board of Appeals
- 2. Inland Wetlands Commission Appointment
- 3. Recycling & Solid Waste Commission Appointment
- 4. Fire Department
- 5. Appointments and Re-appointments to Boards and Commissions

VI. BOARD OF EDUCATION LIAISON (3rd Monday Meetings Only)

VII. REPORT OF TOWN ATTORNEY

VIII. REPORT OF TOWN MANAGER

- 1. White Oak Proposal Update Phase 1
- 2. Farmington Canal Heritage Trail Update Phase 1
- 3. ClearGov Update
- 4. School Administrators Contract
- 5. COVID-19 Update

- 6. Financial Dashboard
- 7. Happenings

IX. PUBLIC COMMENTS

X. OLD BUSINESS

XI. NEW BUSINESS

- 1. Elect Town Council Chair and Vice-Chair
- 2. School Administrators Contract
- 3. Tax Refunds Addendum

XII. OTHER DISCUSSIONS OF INTEREST

XIII. MATTER APPROPRIATE FOR EXECUTIVE SESSION

- 1. Land Acquisition Matter
- 2. Personnel Matter

XIV. ADJOURNMENT

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MINUTES PLAINVILLE TOWN COUNCIL SPECIAL MEETING PLAINVILLE HIGH SCHOOL CAFETERIA October 15, 2020 – 6:00p.m.

I. Call to Order

II. New Business Items

1. Presentation of proposals for the development of the White Oak Property

III. Adjournment

I. Call to Order

Councilwoman Pugliese called the Special Meeting to order at 6:00pm. Also, in attendance were, Vice Chairwoman Tompkins, Council members Wazorko, Morante, Gnazzo and Rocco, Town Manager Lee, Assistant Town Manager Daskal and Town Clerk Skultety. Councilman Underwood was absent.

II. New Business

Two proposals were presented to the Town Council.

D'Amato-Meyer

The D'Amato-Meyer proposal would collectively relocate D'Amato Construction Co. Inc from Bristol and Myer Enterprises from Whiting Street to the White Oak Construction property.

The proposal includes the construction of a 35,0000 sq. ft. addition to the back of the existing industrial building for servicing their equipment.

The Manafort-Newport Realty

The Manafort Brothers Inc, Newport Realty Group and TWM Development, LLC proposal includes a mixed-use development consisting of a 25,000 sq. ft. medical office building, the construction of eight multi-family residential units consisting of 160 one and two bedroom apartments, a 4,000 sq. ft. community building, the creation of pedestrian walkways to the center of Town, the dedication of approximately 7 acres of land for public use and re-locate the westerly entranceway adjacent to the firehouse.

Both proposals include the renovation of the existing office building and the accommodation of the Farmington Canal Heritage Trail.

The meeting was adjourned at 7:45pm.

Respectfully submitted by,

Carol A Sputting

Plainville Town Clerk

& Clerk of the Town Council

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MINUTES PLAINVILLE TOWN COUNCIL COUNCIL CHAMBERS – MUNICIPAL CENTER REGULAR MEETING October 19, 2020 – 7:00p.m.

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II. PUBLIC HEARING

III. MINUTES OF PREVIOUS MEETING

October 5, 2020 Regular Meeting

IV. ANNOUNCEMENTS - REPORTS

V. APPOINTMENTS/RESIGNATIONS

- 1. Firefighter Appointments
- 2. Appointments and Re-appointments to Boards and Commissions

VI. BOARD OF EDUCATION LIAISON (3rd Monday Meetings Only)

VII. REPORT OF TOWN ATTORNEY

VIII. REPORT OF TOWN MANAGER

- 1. White Oak Proposal Discussion
- 2. Cooke Street/Pinnacle Road Crosswalk Discussion
- 3. 1-Ton Rack/Dump Truck-Roadways
- 4. COVID-19 Update
- 5. Financial Dashboard
- 6. Happenings

IX. PUBLIC COMMENTS

X. OLD BUSINESS

XI. NEW BUSINESS

1. Bid#2021-06, 1 Ton Rack/Dump Truck

10/19/20 Page 1 of 7

2. Tax-Refunds-Addendum

XII. OTHER DISCUSSIONS OF INTEREST

XIII. MATTER APPROPRIATE FOR EXECUTIVE SESSION

XIV. <u>ADJOURNMENT</u>

The Regular Meeting was called to order at 7:00pm in the Council Chambers of the Municipal Center, One Central Square. Present were Chairwoman Pugliese, Vice Chairwoman Tompkins, Council members Wazorko, Morante, Gnazzo, Rocco Underwood, Town Manager Lee, Assistant Town Manager Daskal and Town Clerk Skultety.

Councilman Wazorko led the Pledge of Allegiance

I. PRESENTATIONS

II. PUBLIC HEARING

III. MINUTES OF PREVIOUS MEETING

Vice Chairwoman Tompkins motioned to approve the minutes of October 5, 2020 Regular Meeting. The motion was seconded by Councilman Underwood and passed 7-0.

IV. ANNOUNCEMENTS - REPORTS

Councilwoman Morante commented on the Library Board of Trustee meeting and the re-opening phase for the Library.

V. <u>APPOINTMENTS/RESIGNATION</u>

1. Firefighter Appointment

- a. Councilman Gnazzo motioned to appoint Thomas Moschini, Sr. as Fire Chief of the Plainville Fire Department effective January 4, 2021. The motion was seconded by Councilman Wazorko and passed 7-0.
- b. Councilman Gnazzo motioned to appoint Tracy Justynski as a Probationary Firefighter to the Plainville Fire Department. The motion was seconded by Vice Chairwoman Tompkins and passed 7-0.

c. Councilman Gnazzo motioned to appoint Noel Roche as a Regular Firefighter to the Plainville Fire Department. The motion was seconded by Councilman Wazorko and passed 7-0.

2. Board of Assessment Appeals

Vice Chairwoman Tompkins motioned to reappoint Robert Michalik, Sr. (D), 8 South Ridge Road to the Board of Assessment Appeals for the new term 10/1/20 - 10/1/26. The motion was seconded by Councilman Wazorko and passed 7-0.

3. Zoning Board of Appeals

Vice Chairwoman Tompkins motioned to reappoint Jody Autunno, (U), 33 Maria Road to the Zoning Board of Appeals for the new term 10/1/20 - 10/1/25. The motion was seconded by Councilman Underwood and passed 7-0.

VI. BOARD OF EDUCATION LIAISON (3rd Monday Meetings Only)

VII. REPORT OF TOWN ATTORNEY

VIII. REPORT OF TOWN MANAGER

• White Oak Proposal Discussion

The Town has received two proposals for the White Oak property on West Main Street. The White Oak property consists of two parcels totaling approximately 15 acres. It was formerly the headquarters and construction yard for the White Oak Corporation that went out of business over twenty years ago.

The Town currently has an agreement with the current property owner to acquire the property for the value of the back taxes. The current amount of principal, delinquent interest and lien fees owed on the two parcels total approximately \$1M. This includes principal of \$496K, and interest and lien fees totaling \$523K.

The two proposals received were submitted by D'Amato-Meyer and Manafort-Newport Realty et.al. Last Thursday evening both developers attended a Special Town Council meeting held at the High School Cafeteria to present their proposals.

The D'Amato-Meyer proposal would relocate the D'Amato Construction Company from Bristol to Plainville. It would also relocate the Myer Enterprises business operations to the property as well. The proposal includes the construction of a 35,0000 sq. ft. addition to the back of the existing industrial building for servicing their equipment.

The Manafort-Newport Realty proposal included a mixed-use development consisting of a 25,000 sq. ft. medical office building, the construction of eight multi-family residential units consisting of 160 one and two bedroom apartments, a 4,000 sq. ft. community building, the creation of

pedestrian walkways to the center of Town, the dedication of approximately 7 acres of land for public use and re-locate the westerly entranceway adjacent to the firehouse.

Both proposals include the renovation of the existing office building and the accommodation of the Farmington Canal Heritage Trail.

The next step is for the Town Council to determine how they would like to proceed with respect to the two proposals. One suggestion could be to consult with the Planning & Zoning Commission, Economic Development Commission, The Downtown Merchants Association and the Chamber of Commerce to solicit their thoughts on both proposals.

Cooke Street/Pinnacle Road Crosswalk Discussion

In mid-September a resident wrote a letter requesting that Town staff explore potential safety improvements to the crosswalk at the intersection of Cooke Street and Pinnacle Road. This crosswalk is used by children walking to and from Wheeler School as well as the general public at other hours of the day.

The crossing guard for the Town at this location also expressed concern regarding the speed in this area.

Town staff reviewed the area and noted that there are several trees that create shade during certain times of the day which can make it more difficult to determine whether there is someone looking to cross the street. Distracted drivers are a problem as well.

After review, Town staff is proposing to install flashing warning lights that can be activated to warn drivers that someone is getting ready to use the crosswalk. These warning lights have been used in similar situations in Farmington and at bike trail crossings. While certainly not foolproof, the warning lights would create a much safer situation for both the driver and those crossing the street.

The cost to install these warning lights are in the \$25K range. There are state monies in the Town Aid Road account that would be utilized. If there are no objections from the Town Council, Town staff will proceed with the installation.

There were no objections.

1-Ton Rack/Dump Truck – Roadways

The Capital Improvement Plan includes an appropriation of \$60K to replace a 1998 rack body truck and snowplow combination.

Town staff is recommending utilizing a state bid contract to purchase a 2021 truck with a plow from Northwest Hills Automotive LLC of Torrington in the amount of \$61,886.24. The additional \$1,886.24 above the \$60K appropriation would come from prior capital budget savings.

There is an item under **New Business** that would authorize the purchase of the 2021 GMC 3500 Crew Cab 4x4 truck from Northwest Hill Automotive, LLC of Torrington in the amount of \$61,886.24.

COVID-19 Update

The Senior Center is planning to hold what they are calling their "gradual re-opening" beginning Thursday, November 5th. Safety is their number 1 priority as they service our most at-risk elderly population. The Senior Center must also abide by the state guidelines for three different sectors namely: Senior Centers, Indoor Recreation and Fitness Centers.

Seniors will be required per state guidelines to make reservations to attend a program or service at the Senior Center. The wearing of masks will be mandatory for anyone entering the building. A listing the requirements for the Senior Center will be in the November Senior Newsletter and can also be found on the Town website at www.plainvillect.com

The latest COVID-19 statistics for Connecticut indicate that over 62,000 residents have been infected and that 184 are currently hospitalized. There have also been over 4,500 COVID-19 associated deaths in CT. To date, Plainville has had 216 confirmed cases of COVID-1 as well. Residents are encouraged to stay diligent in their efforts to protect themselves and others as we enter the flu season and the colder weather.

Financial Dashboard

The Dashboard was included in the meeting package information and has been posted on the Town website.

School Administrator's Contract

A letter dated October 19, 2020 was received from Superintendent Steve LePage notifying the Town Council of a newly negotiated contract between the Plainville Association of School Administrators and the Plainville Board of Education. The contract is for the period beginning July 1, 2021 through June 30, 2022.

The Agreement calls for a 2% wage increase, with a step increase and includes a \$500 increase to their tax-sheltered annuity. There would be no change to the premium cost share for health insurance. The employees would continue to pay 19% towards the health insurance premium cost share.

The Town Council has 30 days to accept, reject or do nothing with regards to the one-year contract extension. This will be scheduled for consideration at the November 16th meeting.

Happenings

Assistant Town Manage Daskal announced activities and updates regarding elections, bulk waste, Senior Center and sewer user bills. Detailed information can be found on the Town's website www.plainvillect.com

IX. PUBLIC COMMENTS

Joanne Edman, 166 West Main St spoke in opposition to proposed trail alignments

X. NEW BUSINESS

1. Bid #2021-06, 1-Ton Rack/Dump Truck

Vice Chairwoman Tompkins motioned to award Bid #2021-06, 1 Ton Rack/Dump Truck, under State Contract #19PSX0161 to Northwest Hills Automotive, LLC, Torrington, CT, in the amount of \$61,886.24. The motion was seconded by Councilman Underwood and passed 7-0.

2. Tax Refunds- See Addendum

Vice Chairwoman Tompkins motioned to approve the tax refunds as listed on the Addendum. The motion was seconded by Councilman Gnazzo and passed 7-0.

XI. OTHER DISCUSSIONS OF INTEREST

XII. MATTER APPROPRIATE FOR EXECUTIVE SESSION

1. Town Manager Evaluation

At 7:45pm Vice Chairwoman Tompkins motioned to enter into Executive Session for the Town Manager's Evaluation. The motion was seconded by Councilman Gnazzo and passed 7-0.

Discussion ensued with the Town Council, Town Manager Lee and Assistant Town Manager Daskal. No action was taken.

XIII. ADJOURNMENT

The meeting was adjourned at 8:30pm.

Respectfully submitted by,

Carol A. Skultety, Town Clerk & Clerk of the Town Council

Refunds 10/19/2020

Current Year Amount

10/19/20 Page 6 of 7

1	Bouchard, Rosemary, 10 Washington St	\$165.49
2	CCAP Auto Lease LTD, Dallas, TX	\$836.77
3	Cimino, Donald, 138 Red Stone Hill	\$41.20
4	Nissan Infiniti LT, Dallas, TX	\$103.86
6	Robertson, Dejaqweoshua, 250 Woodford Ave Apt 16	\$15.87
7	Sabatino, Nora, 123 Laurel CT	\$74.09
8	Wowk, Luke, 4 James Pl	\$40.51
	Total	\$1,277.79
	Prior Years	Amount
1	CCAP Auto Lease LTD, Dallas, TX	\$886.95
2	Nissan Infiniti LT, Dallas, TX	\$103.86
	Total	\$990.81
	Sewer User Fee	Amount
1	CB Plainville LLC, Greenwich, CT	\$50.00
	Total	\$50.00

MINUTES PLAINVILLE TOWN COUNCIL SPECIAL MEETING MUNICIPAL CENTER – Conference Room 302 TUESDAY OCTOBER 27, 2020 – 6:00p.m.

- I. Call to Order
- II. Discussion regarding COVID-19 Alert Status
- III. Adjournment
- I. Call to Order

Councilwoman Pugliese called the Special Meeting to order at 6:00pm. Also, in attendance were, Vice Chairwoman Tompkins, Council members Wazorko, Morante, Gnazzo, Rocco and Underwood, Town Manager Lee, Assistant Town Manager Daskal, State Representative Petit, Health Director Lockwood and Town Clerk Skultety.

II. New Business

Discussion began regarding Plainville's COVID-19 status change from yellow to orange. Currently the Town is following Phase 3 of the State's guidelines and regulations as they relate to gatherings and social distancing.

With the potential for increased cases and in the event the COVID-19 status changed from orange to red, the Town Council's plan would be to first monitor the cases before going directly from Phase 3 and reverting to the more restrictive Phase 2.

Regular updates will be given to the Town Council for further consideration.

The meeting was adjourned at 6:30pm.

Respectfully submitted by,

Carol A. Skultety
Plainville Town Clerk
& Clerk of the Town Council

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APPOINTMENTS TO BOARDS AND COMMISSIONS PENDING AS OF 11/16/20

AVIATION COMMISSION: (page 8)

3 appointments due for new term 1/20 - 10/31/23 incumbents are:

Robert Mastrianni (R), 261 Camp Street Reade Clemens (R), 87 Farmington Avenue David King (L), 88 Trumbull Avenue

COMMITTEE ON AGING: (page 18)

3 appointment due for new term 8/1/20 - 8/1/23 incumbents are:

Marilyn Petit (R) 150 Broad Street Elizabeth Creswell (D) 23 Birch Tree Road Charlotte Politis (D) 74 Tomlinson Avenue

ECONOMIC DEVELOPMENT AGENCY: (page 11)

2 appointments due for regular member for 2-yr term 11/9/20 – 11/9/22 incumbents are: Mark Chase (U), 36 Pequot Road Joseph Klepacki, Jr (D), 7 Usher Avenue

1 appointment due for regular member for 4-yr term 11/9/20 – 11/9/24 incumbent is: Nancy Ann Autunno (U), 33 Maria Road

1 appointment due for regular member for 5-yr term 11/9/20 - 11/9/26 incumbent is: Val Dumais (D), 43 Reliance Road

3 appointments due for alternate member for 2-yr term 8/7/20 – 8/7/22 incumbents are: Timothy Maynard (U) 141 Hollyberry Lane Marc Romanow (U) 147 Hollyberry Lane Robert Berube (R) 12 Eastwood Drive

ZONING BOARD OF APPEALS: (page 20)

1 appointment due for alternate member for term 10/5/20 – 10/5/25 Current vacancy

VACANCIES WITHIN BOARDS AND COMMISSIONS PENDING AS OF 11/16/20

AVIATION COMMISSION: (page 8)

1 vacancy for alternate term ending 10/31/21

CENTRAL CONNECTICUT TOURISM DISTRICT: (page 10)

1 vacancy for term 10/1/18 - 9/30/21

CONSERVATION COMMISSION: (page 10) *Town Manager's appointment with Town Council ratification

1 vacancy for term ending 1/15/21

1 vacancy for term ending 1/15/22

1 vacancy for term ending 1/15/24

INLAND WETLANDS COMMISSION: (page 14)

1 vacancy for regular term ending 1/7/22

1 vacancy for alternate term ending 1/7/21

2 vacancies for alternate term ending 1/7/22

PLANNING & ZONING COMMISSION: (page 16)

2 vacancies for alternate term ending 12/1/23

RECYCLING & SOLID WASTE COMMISION: (page 17)

2 vacancies for regular term ending 2/1/21

2 vacancies for alternate term ending 3/1/21

1 vacancy for regular term ending 2/1/22

ZONING BOARD OF APPEALS: (page 20)

1 vacancy for alternate term ending 10/5/25



November 6, 2020 Revised November 12, 2020

Town of Plainville

One Central Square Plainville, CT 06062

Attn: Robert E. Lee, Town Manager

RE: Planning Services-Review and Technical Assistance-Development RFP Proposals-

White Oak Corporation Site -1 & 63 W Main St. -Plainville Conn.

Dear Mr. Lee:

In response to your request, Loureiro Engineering Associates, Inc. ("LEA") is pleased to submit this proposal to Town of Plainville ("Town") for Planning Services-Review and Technical Assistance-Development RFP Proposals-White Oak Corporation Site -1 & 63 W. Main St - Plainville Connecticut.

1.0 Background

The Town is requesting professional planning and services related to two redevelopment proposals for the Former White Oak Corporation at 1 & 63 W. Main St., in Plainville Connecticut. These proposals were submitted in response to the Request for Proposal 2020-15 dated July 30, 2020, and offer two distinct reuses or redevelopment of the Former White Oak Corporation site. The objective of LEA's work is to complete a third-party assessment of each proposal, interview the two proposers, and develop items for inclusion to a Memorandum of Understanding (MOU), which will guide the Town to select the proposal that most closely aligns with the Town's Plan of Conservation and Development, and provides the greatest benefit to the Town of Plainville.

Based on the items that the Town wants be evaluated, it will be necessary obtain additional information from the proposers. As noted below, our ability to complete the project in a thorough and timely manner depends in large part on the cooperation of those who submitted responses and their ability to provide complete answers to requests for follow-up information. LEA will work closely with the appropriate Town representatives, including but not limited to Administration, Planning/Economic Development, and Legal Representation. The full Scope of Services is outlined below.

Robert E. Lee November 12, 2020 Page 2 of 5



2.0 Scope of Services

LEA has completed a high-level review of the two responses to the RFP associated with the project. Both responses warrant further evaluation as each one represents opportunity for the Town. Included below is a description of items to be included in the evaluation of both responses. To obtain the information necessary to complete this evaluation, LEA will request additional information and supplemental responses from both project applicants. Except as provided below, this information will be requested either through oral interviews, electronic communication or through written communication. LEA's ability to make educated and informed recommendations regarding the work will be a function of the thoroughness and timeliness of the responses from these applicants.

Services proposed are outlined below.

- 1. Review the proposal contents of each proposal to confirm that they are complete in accordance with the applicable RFP requirements and advise the Town of the findings.
- Conduct an in-depth evaluation of the program components and recorded presentation of each proposal as they relate to the following documents and any other stated desires for the property as expressed by the Town.
 - a. 2019 Plan of Conservation and Development
 - b. Environmental Considerations (Remedial Action Plan [LEA, 2020])
 - c. Planning and Development Studies for each proposed type of reuse or redevelopment
 - d. Determine the estimated tax and permit revenue (both property, personal property, sewer & building permit fees) for each proposal.
 - e. Employment estimates during construction and post construction.
 - f. Review potential traffic impact and parking requirements for each proposal.
- 3. Review environmental impacts to the Pequabuck River for each proposal.
- 4. Determine impacts to the cost of remediation for each proposal.
- 5. Detail the potential benefits to the surrounding downtown businesses and/or downtown property owners for each proposal.
- 6. Discuss the potential demands for Town services for each proposal. (i.e. schools, emergency services, etc.). NOTE: This may require sharing contents of the proposals with the agencies that provide the services in order to estimate these demands.
- 7. Identify and discuss possible timeline for remediation for each proposal.
- 8. Formulate a set of questions and requirements for additional information to be addressed by the prospers in an interview with responses to be confirmed in writing. NOTE: This will require the prompt and thorough response of the proposers.
- 9. Attend interviews with the two proposers so they can present and explain their proposals and answer questions.
- 10. Prepare a synopsis of the results of the proposal review, interviews and proposer responses to questions and additional information requests with attention to specific benefits, costs and related considerations to be used in arriving at a preferred proposal.

Robert E. Lee November 12, 2020 Page 3 of 5



- 11. Identify actions and associated costs that may be taken by the Town to incentivize and facilitate the project. These may include zoning amendments, site surveys (boundary, topography, wetlands, and utilities), title search, grants and loans, tax abatements, tax increment financing and other actions regarding remediation and economic development.
- 12. Attend one Public Information Session to present findings and answer questions.
- 13. Upon designation of a preferred developer, assist the Town in drafting a MOU that will define the responsibilities of the Town and the Developer going forward, specific milestone steps and a timetable for same. Town will provide the legal assistance needed to draft the final document.

3.0 Communications and Reporting

All communication to LEA will be directed through Clint Brown unless otherwise directed on a task by task basis. Communication to the town will be directed through Robert Lee unless directed otherwise. Correspondence will be through phone, email or other forms of electronic communication (e.g., Zoom call) as preferred by the participants. LEA will prepare a final written report for delivery to the Town. This report will provide a summary of our work and recommendations relative to next steps and future redevelopment of the property.

4.0 Logistics

LEA is prepared to proceed with this project upon authorization to proceed. Once granted authorization LEA will contact the Town for an initial kick-off meeting and will start the project as described above. LEA will require contact information for each of the developers as well as municipal contacts as appropriate by the Town. As noted above, to obtain the information necessary to complete this evaluation LEA will request additional information and supplemental responses from both project applicants. This information will be requested either through oral interviews, electronic communication or through written communication. LEA's ability to complete tasks outlined above will be a function of the thoroughness and timeliness of the responses from these applicants

Following selection of a proposal, LEA has identified the follow items, which can be supported by LEA under an additional/supplemental proposal:

- 1. During the time period outlined in the MOU, assist the Town with reviewing of developer submissions and actions as required by the MOU.
- 2. Assist the Town in the preparation of a Property Development and Purchases Agreement; legal assistance from Town will be required for this item.
- 3. Perform other work as requested to assist the Town in advancing the project activities in a timely and efficient manner.

Robert E. Lee November 12, 2020 Page 4 of 5



5.0 Fees

On the basis of our understanding of the project and the services described herein, we propose to complete the project for a lump sum fee of \$13,500. This fee includes all expenses, labor and production charges associated with the project and described above. To the extent that activities beyond the scope of work are proposed or requested, LEA will immediately notify the client and will provide the Client with a change order or proposal for these additional services.

Our proposed fees are based on our current understanding of the project and the level of effort necessary to complete the scope of services specified herein. Should additional information or circumstances affect the level of effort necessary to complete the proposed work, we will inform you in advance of any potential impact to the proposed fees and/or schedule. We will not exceed the fees indicated above without the prior written authorization from you.

Miscellaneous Sublet Services will be charged at actual cost plus 15%. Miscellaneous Out-of-Pocket Expenses will be charged at cost plus 10%. These will include travel, printing, photocopies, application fees, photo reproductions including plans for recording, etc.

Any taxes or fees enacted by local, state or federal government subsequent to the date of this contract, and based on gross receipts or revenues will be added to the amounts due under this contract, in accordance with any such fees or taxes.

6.0 Schedule

We are prepared to initiate the work described above immediately upon receipt of authorization; and a draft report will be provided within four weeks. NOTE: Our ability to complete the project within the proposed time is highly dependent upon availability of Town officials and applicants for interview as well as applicant responses. For example, if the proposer does not respond to written or verbal communications within one week, then LEA and the Town will make presumptions on the behalf of the proposer.

7.0 Terms and Conditions

The attached Terms and Conditions apply to all services provided by LEA. In the event the Town issues a purchase order or other instrument related to the LEA's services, it is understood and agreed that such document is for the Town's internal accounting purposes only and shall in no way modify, add to, or delete any of the attached Terms and Conditions.

8.0 Supplemental Services

In the event LEA is to prepare for or appear in any litigation on behalf of the Town or is to perform other services not included herein, additional compensation shall be paid the LEA, charges for which will be based upon LEA's fee schedule at the time the additional services are performed.

Robert E. Lee November 12, 2020 Page 5 of 5

Title



We appreciate the opportunity to present this proposal and look forward to the opportunity to work

referencing this Proposal will serve to authorize would like us to proceed with this work, pleas	opy of this Proposal or issuance of a purchase order the work outlined in the Scope of Services. If you se sign the following authorization to proceed and ording this proposal, please contact me at (860) 747-
Sincerely,	
LOUREIRO ENGINEERING ASSOCIATE	ES, INC.
Chary	
Clinton Brown II, PE AICP Associate	•
Authorizat	ion to Proceed
this Proposal and in accordance with the Go	ociates, Inc. to proceed with the work described in eneral Terms and Conditions attached hereto. In the payment is due and payable within 30 days of the erate of 1.5% per month thereafter.
Signature	Date

LOUREIRO ENGINEERING ASSOCIATES, INC. General Terms and Conditions

These General Terms and Conditions are attached to and incorporated into the Proposal Letter that, as executed, shall serve as the Agreement between Town of Plainville (CLIENT) and Loureiro Engineering Associates, Inc. (CONSULTANT) in respect of the Project described therein.

ARTICLE 1: GENERAL

The CONSULTANT shall perform for the CLIENT professional services in all phases of the Project to which this Agreement applies as described in the Proposal Letter and as hereinafter provided.

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

If CONSULTANT shall be unable to perform in accordance with the terms hereof due to naturally occurring soil, water or other environmental conditions, the presence of foreign or hazardous substances, violent weather, strike, civil disturbance or similar event beyond CONSULTANT'S control, CONSULTANT may request from the CLIENT that the terms of this Agreement affected thereby be modified by a written Amendment to be signed by the parties. The CLIENT, as its option, may agree to a modification on CONSULTANT'S terms or to such other terms as the parties may find acceptable.

ARTICLE 2: RESPONSIBILITIES OF THE CLIENT As applicable and necessary for CONSULTANT to perform its services, the CLIENT will:

- Provide all criteria and full information as to its requirements for CONSULTANT'S services, including the CLIENT's objectives, constraints or standards.
- Assist CONSULTANT by placing at its disposal all available information pertinent to the Project, excluding any financial information, but including previous environmental permits, engineering reports and any other similar data relative to the Project.
- Provide CONSULTANT all permissions, access and rights of entry to enter the property owned by the CLIENT and/or others in order for CONSULTANT to fulfill the scope of work included under this Agreement.

ARTICLE 3: PROJECT SCHEDULE

CONSULTANT shall commence the Project upon the date of execution of this Agreement and proceed expeditiously to complete the various tasks of the proposed scope of services within the time periods specified in the Proposal Letter, subject to the terms and conditions hereof.

ARTICLE 4: COMPENSATION

For the services authorized under this Agreement, CONSULTANT shall be compensated as specified in the Proposal Letter. If the Proposal Letter specifies that compensation will be on a time and expense basis and includes an upper limit or "not to exceed" amount, the amount due hereunder shall not exceed the stated maximum amount unless a supplemental Agreement or Amendment

approving the increase in the maximum amount has been executed.

The CONSULTANT will submit monthly invoices requesting payment from the CLIENT based upon the work completed for the services performed to date by the CONSULTANT under this Agreement. CLIENT agrees to bring to CONSULTANT'S attention in writing any questions regarding CONSULTANT'S invoice within ten (10) days of receipt. In the event that CLIENT does not provide CONSULTANT with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to CLIENT. CLIENT agrees to make payment to the CONSULTANT within thirty (30) calendar days after receipt of the CONSULTANT'S invoice. If an invoice remains unpaid after sixty (60) calendar days of submission to the CLIENT, the CONSULTANT has the right to cease all work until all amounts due CONSULTANT are paid in full

In the event that payment for services is not made within thirty (30) calendar days after receipt of the CONSULTANT'S invoice, the CLIENT agrees to pay a service charge of 1.5% per month on the unpaid balance. Should it become necessary for CONSULTANT to commence legal action to collect any sums due it, it is agreed that CONSULTANT shall be entitled to collect from the CLIENT its costs incurred in any such action(s) including reasonable collection fees, attorney's fees, litigation costs and cost for defense.

ARTICLE 5: LIABILITY INSURANCE

CONSULTANT shall, during the performance of the Agreement, keep in force the following insurance, together with any other coverage that may be required by law:

Workers' Compensation Insurance, including Employer's Liability Insurance for its employees in compliance with statutory limits; Commercial General Liability Insurance with \$1,000,000 per occurrence combined single limit and policy aggregate; Business Automobile Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence and policy aggregate; Professional Liability Insurance with \$1,000,000 per occurrence and policy aggregate.

CONSULTANT shall furnish to the CLIENT, at their request, certificates of insurance, evidencing the insurance required hereby. All policies required hereunder shall contain a provision that at least thirty (30) days' prior written notice shall be given to the CLIENT in the event of cancellation, reduction or non-renewal of any such insurance.

ARTICLE 6: ESA SERVICES

In consideration of the substantial risks to CONSULTANT in performing Environmental Site Assessment (ESA)

services, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold CONSULTANT harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of the services under this Agreement or related in any manner whatsoever to the existence, release, or disposal of toxic or hazardous substances, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of CONSULTANT. In addition, the CLIENT agrees, to the maximum extent permitted by law, to waive any claims against CONSULTANT arising out of the performance of the services under this Agreement.

ARTICLE 7: KNOWN OR SUSPECTED ENVIRONMENTAL HAZARDS

In consideration of the substantial risks to CONSULTANT posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, his or her officers, directors, employees, agents, and independent consultants and any of them from all claims and losses, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of the sole negligence of CONSULTANT.

ARTICLE 8: SCOPE OF WORK

The CLIENT and CONSULTANT have agreed to a list of basic services that CONSULTANT will provide to the CLIENT, listed in the Proposal Letter. Services not set forth in the Proposal Letter are excluded from the scope of services and CONSULTANT assumes no responsibility to perform such services.

ARTICLE 9: STANDARD OF CARE

Services provided by CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality. The CONSULTANT makes no other warranties, express or implied, with respect to the services rendered hereunder.

ARTICLE 10: MUTUAL INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Client, its employees, agents, affiliates and subsidiaries, for any and all claims, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and other court costs, asserted by any third parties to the extent such damage is determined to have been caused by the negligent acts, errors or omissions or willful misconduct by Consultant in the performance of its services under this Agreement. Consultant shall not be responsible for any loss, damage or liability arising from negligent or willful acts by the Client or any of its, employees, agents, affiliates or subsidiaries. To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless the Consultant, its employees, agents, affiliates and subsidiaries, for any and all claims, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and other court costs, asserted by any third parties against Consultant arising from or relating to 1) any unknown site condition or subterranean structures of which Consultant does not have actual knowledge; 2) any errors, omissions or inconsistencies in any data, documents, records or information provided by the Client on which Consultant reasonably relied; 3) any breach of contract, tort, error, omission, wrong, fault or failure to comply with applicable law by the Client or any third party over which Consultant has no control; 4) the Client's unauthorized use of plans, reports, documents and related materials prepared by Consultant in performing its services.

ARTICLE 11: PERMITS AND APPROVALS

CONSULTANT shall assist the CLIENT in applying for those permits and approvals typically required by law for projects similar to the one for which CONSULTANT'S services have been engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services. This assistance does not include payment of permit fees, special studies, special research, attendance at meetings with public authorities, special testing, or special documentation not normally required for this type of project. CONSULTANT will provide such special services as Additional Services, in accordance with CONSULTANT'S prevailing fee schedule, as authorized by the CLIENT.

ARTICLE 12: MEDIATION

In an effort to resolve any conflicts that arise during the project or following completion of the project, the CLIENT and CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation first before arbitration is commenced. Such mediation shall take place within thirty (30) days of such dispute arising. The CLIENT and CONSULTANT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained.

ARTICLE 13: ARBITRATION

Any controversy or claim relating to or arising out of this Agreement, or any breach thereof, which is not resolved by mediation in accordance with ARTICLE 11, shall be resolved by arbitration in the City of Hartford, CT in accordance with the then current Commercial Rules of the American Arbitration Association. Judgment upon the arbitration award, rendered by the arbitrator(s) may be entered in any Connecticut courts having jurisdiction thereof. The Prevailing party in such arbitration shall be entitled to recovery of all reasonable costs incurred, including staff time, administrative costs, attorneys' fees and other related expenses. Any claim brought pursuant to this paragraph shall be filed no later than one year after the date of substantial completion of the services rendered under this Agreement or the expiration of the applicable statute of limitations, whichever is earlier.

ARTICLE 14: DELAYS

CONSULTANT is not responsible for delays caused by factors beyond CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove CONSULTANT'S services or work product promptly, or

delays caused by faulty performance of the CLIENT or by contractors of any level. When such delays occur, the CLIENT agrees that CONSULTANT is not responsible for damages, nor shall CONSULTANT be deemed to be in default of this Agreement.

ARTICLE 15: RESTORATION

The CLIENT understands that use of testing or other equipment may cause unavoidable damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and his or her subconsultants harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

ARTICLE 16: CHANGED CONDITIONS

The CLIENT shall rely on CONSULTANT'S judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to CONSULTANT. Should CONSULTANT call for contract renegotiation, CONSULTANT shall identify the changed conditions necessitating renegotiation and CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

ARTICLE 17: FORCE MAJEURE

Each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes or lockouts; civil disturbances; fires; acts of God; viral or other biologic pandemics; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

If any such force majeure condition occurs and continues for a period of more than seven (7) consecutive days, then the party experiencing such condition shall deliver immediate written notice to the other party which may then elect to: (1) terminate the affected service requested or any party thereof; or (2) suspend the affected service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Until written notice is delivered of the force majeure conditions, the other party shall be deemed to have elected option 2

ARTICLE 18: CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees, subconsultants subcontractors, if appropriate, any data and information not previously known to and generated by CONSULTANT or furnished to CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict CONSULTANT from giving notices required by law or complying with any order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 19: LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, partners, employees, agents and subconsultants, and any of them, to the CLIENT or anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of CONSULTANT or CONSULTANT'S officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by CONSULTANT under this Agreement.

CONSULTANT'S goal is to provide you with the answers to your questions regarding what lies below the surface. CONSULTANT employs state of the art electromagnetic signal tracing and radar imaging technologies. However, CLIENT acknowledges that no method of locating underground structures or utilities can ever guarantee 100% accuracy or completeness. CLIENT further acknowledges that, in certain circumstances, CONSULTANT'S results will be based, in part, upon the quality of the data provided by CLIENT, and that the decision to proceed with drilling, excavation or any destructive methods is left entirely up to the CLIENT.

CONSULTANT will not accept liability for inaccurate data provided by CLIENT and CLIENT agrees to release and indemnify CONSULTANT and its agents and representatives from all losses and damages asserted by CLIENT or third parties which arise from the negligence, carelessness or other misconduct by CLIENT in providing data or in CLIENT'S interpretation of data.

It is the CLIENT'S responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clean and free of obstructions. Delays caused by CLIENT'S failure to do so shall not be the responsibility of CONSULTANT and may result in an increased price.

ARTICLE 20: STATUTE OF LIMITATIONS

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder must be brought within twelve (12) months from the date of substantial completion of the Scope of Services, unless CONSULTANT'S services shall be terminated earlier, in which case the date of termination of this Agreement shall be used as the accrual date.

ARTICLE 21: EXCLUDED SERVICES

Other services available from CONSULTANT and applicable to the project have been made known and explained to the CLIENT. Where CONSULTANT has deemed a service needed or advisable, CONSULTANT had made this opinion known to the CLIENT and the CLIENT has confirmed his or her opinion that such services are not requested of CONSULTANT and/or that the CLIENT has made or shall make arrangements to obtain those services from a source other than CONSULTANT.

The CLIENT hereby agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from CONSULTANT'S failure to perform a service referenced above and excluded at the CLIENT'S direction.

ARTICLE 22: INFORMATION PROVIDED BY OTHERS

CONSULTANT shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to CONSULTANT such information as is available to the CLIENT and the CLIENT'S consultants and contractors, and CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for CONSULTANT to assure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and its subconsultants harmless from any claim, liability, or cost including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the CLIENT to CONSULTANT.

ARTICLE 23: RIGHT TO RETAIN CONSULTANTS

CONSULTANT may retain the services of subconsultants when, in CONSULTANT'S sole opinion, it is appropriate and/or customary to do so. CONSULTANT'S use of other consultants shall not be unreasonably restricted by the CLIENT provided that CONSULTANT notifies the CLIENT in advance.

ARTICLE 24: CERTIFICATIONS, GUARANTEES, AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT'S signing any such certification.

ARTICLE 25: CORPORATE PROTECTION

It is intended by the parties of this Agreement that CONSULTANT'S services in connection with the project shall not subject CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CONSULTANT, a Connecticut corporation, and not against any of CONSULTANT'S employees, officers, or directors.

ARTICLE 26: WASTE DISPOSAL

It shall be the responsibility of the CLIENT to make arrangements for the transportation and disposal of any and all hazardous and/or contaminated wastes generated as a result of the work required under this Agreement. Samples obtained for laboratory analysis will be returned to the CLIENT for disposal upon completion of analytical testing. In addition, it will be the responsibility of the CLIENT to

sign any hazardous waste manifests required for the proper transportation and disposal of these wastes.

ARTICLE 27: BURIED UTILITIES AND OTHER SUBSURFACE FEATURES

CONSULTANT will make reasonable efforts to obtain information from "Call Before You Dig" and local authorities concerning subsurface features at the project site. The CLIENT will furnish any and all available information to CONSULTANT concerning any buried utilities or subsurface features. Prior to the commencement of the project, CONSULTANT will obtain the CLIENT'S approval for all proposed subsurface penetration locations. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and his or her subconsultants harmless from any damage, liability, or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury, or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the CLIENT or from inaccuracy of information provided to CONSULTANT by the CLIENT, except for damages caused by the sole negligence of CONSULTANT in his or her use of CLIENT furnished information.

ARTICLE 28: PUBLIC RESPONSIBILITY

The CLIENT recognizes that both the CLIENT and CONSULTANT owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations, and ordinances, principally to protect public health and safety. CONSULTANT will do his or her best to alert the CLIENT to any matter that requires the CLIENT'S immediate action to protect public health and safety or conform to applicable codes, standards, regulations, or ordinances. Should the CLIENT decide to disregard CONSULTANT'S recommendations in these respects, the CLIENT agrees that CONSULTANT has the right to employ his or her best judgment in deciding whether or not to notify public health officials or take other appropriate action. The CLIENT agrees that CONSULTANT shall not be held liable in any respect for reporting or failing to report said conditions. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from CONSULTANT'S notifying, or failure to notify, public officials.

ARTICLE 29: REUSE AND OWNERSHIP OF DOCUMENTS

Reports, recommendations, designs, analyses and all other materials resulting from CONSULTANT'S efforts are intended solely for the purpose of the AGREEMENT; any reuse by CLIENT or others for purposes outside of this Agreement or any failure to follow CONSULTANT'S recommendations, without CONSULTANT'S written permission, shall be at the user's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT'S subconsultants and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out or resulting therefrom. All reports, field notes, calculations, estimates, specifications and other documents of whatever kind which are prepared, as instruments of service, shall remain CONSULTANT'S property and CONSULTANT shall retain the intellectual property rights to such material.

ARTICLE 30: TERMINATION

This Agreement may be terminated by either party by ten (10) days' written notice to the other party without cause; by mutual written agreement of the parties; or by either party on one days' written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the CLIENT shall within thirty (30) days pay the CONSULTANT for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

Notice of termination shall be given by the terminating party by hand delivery or by mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be computed from the date of receipt of notice.

ARTICLE 31: SUCCESSORS AND ASSIGNS

The CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

CONSULTANT shall not assign, or transfer any rights or obligations under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the prior written consent of the CLIENT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT and CONSULTANT.

ARTICLE 32: EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral, or purchase order terms and conditions for this Project.

No change, alteration or modification of this Agreement shall be binding upon either party hereto, unless the same is in writing and is signed by a duly authorized officer or representative of such party.

ARTICLE 33: NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the Proposal Letter (as may be modified from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

ARTICLE 34: SEVERABILITY AND SURVIVAL

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the

CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

ARTICLE 34: INSURABILITY

CLIENT and CONSULTANT agree it is essential that CONSULTANT'S applicable insurance coverage apply to the project involved, for protection of CLIENT, CONSULTANT, and any appropriate third parties that may be involved. Accordingly, CONSULTANT shall have this Agreement reviewed for insurability. Any element of this Agreement which is not insurable or whose insurability is questionable shall be considered null and void, and CLIENT and CONSULTANT shall work together in good faith to replace any such element with another of similar intent, whose insurability is not in question. Should CLIENT require any special coverage, policy, amendment, or rider in order to attain insurability or for any other purpose, CLIENT shall pay the additional cost, if any, thereof.

ARTICLE 35: GOVERNING LAW

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Connecticut.

CT Main Street Membership

Inspiring Great Downtowns





A vital downtown has a positive impact on the entire community. But reviving Main Street can be a complex and time-consuming process.

That's where we come in.

CT Main Street Center understands how to create a great Main Street. We bring together public officials, business owners, financial resources, community activists and experts in economic development and historic preservation to focus collectively on Main Street.

Our approach is proven and comprehensive, yet flexible. We encourage each community to proceed at its own pace and according to its own unique circumstances and vision.

"CT Main Street Center builds the capacity of communities, so they can lead themselves." -- CT Main Street Member

CT Main Street Center offers municipalities and nonprofit organizations a wide range of benefits and services to meet a variety of local community development and readiness levels.

Members are encouraged to take advantage of training and technical assistance opportunities, offered free or at a discount to members.

These include:

Main Street Forums for the 21st Century – our robust & varied educational programs connect you with our network of partners and experts in Main Street Revitalization

Annual visits and/or presentations from CMSC staff – new members receive an introductory Walking Tour & Preliminary Meeting with your community's Main Street Stakeholders

Promotional opportunities through CMSC – our followers and contacts number in the thousands, with a reach far beyond that. Regular publications include *Downtown Update*, our monthly e-newsletter, and social media posts

Community Resource Center – a repository of best practices, webinar training, guides and helpful links at your fingertips on ctmainstreet.org

Eligibility for the CT Main Street Awards of Excellence – our annual recognition of outstanding projects and people on Main Street

Government Relations & Advocacy – we support our Main Streets by advocating for specific legislative changes, as well as general policies that enhance downtown walkability, expand housing, encourage business, enable inclusivity, and foster innovation

Additionally, CT Main Street Center staff is available to members via phone, email, and in-person to help assess your Main Street opportunities and challenges.

About Connecticut Main Street Center

KEY INFO

- Founded in 1995 by Eversource (then CL&P)
- Spun off as an independent non-profit in 1999
- State support of mission via DECD funding each year since 2000
- ^c Headquartered in Hartford, CT

CORE PROGRAMS

- Main Street Member Network
- Come Home to Downtown Program
- Main Street Forums for the 21st Century
- ^c Tax Increment Financing (TIF) Assistance

CONTACT

Patrick McMahon, CEO 360.280.2023 patrick@ctmainstreet.org

WHAT WE DO

Our mission is to be the catalyst that ignites Connecticut' downtowns as the cornerstones of thriving communities.

We do this by offering education, training and technical assistance programs that teach communities how to create great downtowns. We are the only organization in the state that comprehensively addresses all of the components that are essential to creating vibrant Main Streets, including:

- Place
- Economic Vitality
- Stewardship
- Inclusiveness
- Sustainability
- Transportation







80
communities in our member network

million CT residents impacted by our member towns

years as the State's leading resource for downtown revitalization





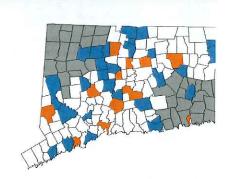


2019 ADVOCACY PRIORITIES

To create an economically robust state, Connecticut must restore its downtowns and town centers to their historic place as drivers of the state's economy and leaders of innovation and opportunity.

Our mission is to be the catalyst that ignites Connecticut's downtowns as the cornerstones of thriving communities. We do this by providing education and technical assistance, and championing policies that encourage and support robust downtowns. Our statewide network of 79 member communities impacts 1.9 million residents across the state.

CMSC supports our Main Streets by advocating for specific legislative changes and general policies that will enhance our downtowns' walkability, expand housing, encourage business, enable inclusivity and foster innovation.





Place

1. Increase the Cap on Historic Tax Credits: CMSC is working with CT Preservation Action, CT Trust and others to double the cap on the state's Historic Tax Credits. Doing so is an investment that generates a significant return for the State, with studies in Rhode Island and elsewhere showing a \$5 return to the state and municipalities for every \$1 of historic tax credit.

Economics

- 2. Protect Community Investment Act Funds: The State must protect Community Investment Act funds. These monies provide the source funds for many beneficial programs, including CMSC's award-winning Come Home to Downtown program, which aims to bring small, under-utilized downtown buildings back to life.
- 3. Grow Tools & Resources for Small Businesses: Our downtowns and commercial corridors are home to the majority of our small businesses, the life-blood of Connecticut's economy. Providing financing, resources and technical assistance through programs like the Small Business Express Program gives small business owners the tools they need to be successful, strengthening the innovative and entrepreneurial spirit that makes Main Street so economically robust.



4. Encourage Use of Tax Increment Financing: Numerous studies show the positive economic impact of a healthy downtown, not the least of which is that money spent downtown, stays downtown. Local and state officials can help improve their town centers and other areas by encouraging the use of Tax Increment Financing Districts, made possible through the passage of PA 15–57, An Act Establishing Tax Increment Financing Districts. TIF is a tool that provides communities with a new source of funds for economic development projects, infrastructure investments, and downtown revitalization.



Components of a Vibrant Main Street

Place

Connectivity

Walkable & Bikeable

Transit Options

Transit Oriented Development

Multimodal Connectivity

Environment

Energy Conservation

Smart Growth Public Health

Sustainability

Historic Preservation

Placemaking

The Arts

Fun Events

Economics

Support Local Business

S lob

Jobs

Innovation

Economic Vitality

Housing

Downtown-Friendly Regulations

Managed Downtowns

Public/Private Partnerships

Community Engagement

Stewardship

Urban Equity Cultural Values

Neighborhoods of Choice

Inclusiveness

JOIN US

Be part of the CT Main Street Network!

Creating vibrant, healthy and sustainable downtowns for Connecticut.



- Connecticut Main Street Center is a champion for ensuring the tools, resources and political will are in place for our main streets to thrive and be connected.
- 🚻 We coordinate networks of organizations and experts who deal with all aspects of downtown development.
- 🚻 We develop instruments and resources to address the gap financing needs of redevelopment.
- We inspire and educate local leaders and organizations to engage in main street revitalization via effective and sustainable organizations.

MEMBERSHIP FEE

Membership in the CT Main Street Center Network is calculated on a sliding scale based on either your town's population or the annual budget of your nonprofit organization.

For Municipalities:

10,000 to 24,999 25,000 to 49,999

50,000+

\$2,000

For Nonprofits

Up to \$500,000

Placemaking * Preservation & Adaptive Reuse * Healthy Businesses

Housing & Transit Options * Neighborhoods of Choice

Jobs & Economic Growth • Vibrant Communities

Amendment to Access and Option Agreement

This amendment to the Access and Option Agreement for property known as One and 63 West Main Street, Plainville, Connecticut (Hereinafter referred to as The Agreement), executed by and between the Town of Plainville by Robert E. Lee, its Town Manager and the Estate of Roger L. Toffolon by Marcia Toffolon (now Marcia Anderson by virtue of a legal name change), its Executrix, dated April 17, 2017, hereby amends the following sections of the Agreement:

- 1. Section 15 is amended to revise and extend the time for completion of the Environmental Agreement and application for liability relief and contamination remediation grant funds to June 30, 2021.
- 2. Section 17 is amended to revise the termination date to June 30, 2021, and to permit extensions to The Agreement by approval of both parties in writing.
- 3. The Agreement is modified throughout and, in its entirety, as necessary to memorialize the change in name of the Estate's Executrix, and signatory of the Agreement, from Marcia Toffolon to Marcia Anderson.

With the exception of the changes above, all other provisions and terms of the original agreement dated April 17, 2017 shall remain the same.

TOWN OF PLAINVILLE, CT

Robert E. Lee, Town Manager

11/0/2020

Date

THE ESTATE OF ROGER L. TOFFOLON

Marcia Anderson, Executrix of the

Estate of Roger L. Toffolon

Robert E. Lee

From: Robert E. Lee

Sent: Monday, October 26, 2020 4:47 PM

To: Chris Wazorko David Underwood (David Underwood (David

Tompkins; Jacob Rocco Jesse Gnazzo

; Kathy Pugliese; Rosemary Morante

Cc: Lisa A - Metayer; Matthew Daskal (daskal@plainville-ct.gov); Matt Catania ; Garrett

Daigle (daigle@plainville-ct.gov)

Subject: FW: 109-173 Phase 1 Parking Lot

Attachments: Summary of FCHT Parking.pdf; Phase_1_Parking_Lot_Concept.pdf; Phase 1 Parking Lot

Color Plan.pdf

Please see email and attachments regarding a proposed parking lot proposed for Phase 1. I think that this would be a good benefit to Plainville and Norton Park.

Robert

From: Bushee, Scott <Scott.Bushee@ct.gov>
Sent: Thursday, October 22, 2020 11:59 AM
To: Robert E. Lee <relee@plainville-ct.gov>
Cc: Hogan, William <William.Hogan@ct.gov>

Subject: 109-173 Phase 1 Parking Lot

Hi Robert,

Hope you are well. Attached is some information on the potential parking lot we have discussed at the Soli property. We have survey, wetland ID and this plan would be considered a feasible design, although more detail is needed.

I am looking to get confirmation that the town is on board with the parking lot.

My feeling is that the trail will attract a lot of use. Parking everywhere along the current trail system in neighboring towns seems overwhelmed. I am concerned that Norton Park would see a huge increase in parked cars by trail users which might conflict with other intended uses of the park. We might also see unauthorized parking at local businesses along Town Line Road, which is a problem in other towns with limited parking.

Ultimately, it will be the towns trail and the towns decision in how to handle this, let me know.

We are about 30% design stage with phase one (Town Line Road to Norton Park), meaning the alignment is set, structure locations and limits defined and we have preliminary buy in for environmental permitting. We will be having an internal review meeting at DOT in the near future (Standard -Preliminary Design Meeting). This affords DOT management and all involved at DOT in the design to collaborate and comment about moving forward. Once we get though that process, the next step would be public involvement.

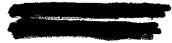
We could be in a position to conduct a public meeting this winter for phase 1 (February). It will be done live in a virtual format. It would be good to know if the town supports the parking lot or not by that time. Please think about the upcoming public meeting, the potential parking lot and let me know how you would like to proceed. It would also help to check in with the Historic folks to see if they have any ideas they would like for signing along the trail in phase 1.

would like the signing content to come from the town and be what the town wants rather than having DOT come up with something.

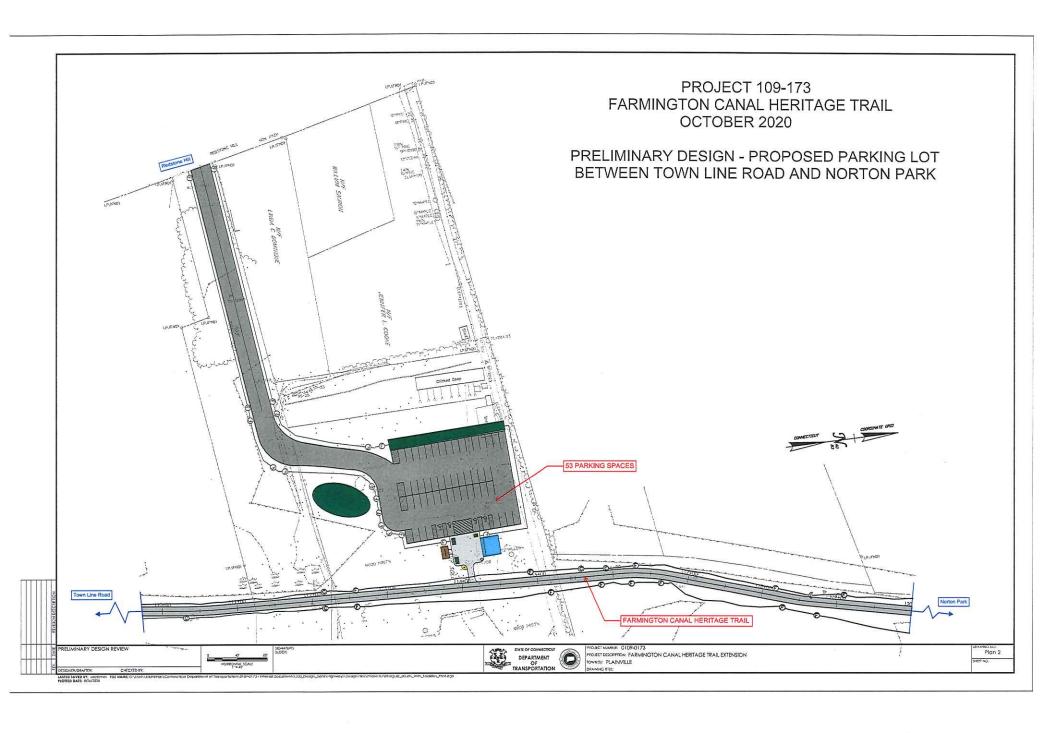
We are here to help you Robert. Let us know what we need to do to get through these next steps on phase 1.

Scott Bushee, P.E.

Project Manager
Highway Design
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111









PROJECT 109-173 FARMINGTON CANAL HERITAGE TRAIL TOWN OF PLAINVILLE

Project 109-173 begins at Town Line Road in the Town of Plainville and extends to Northwest Drive for a length of approximately 5.3 miles. The purpose of this project is to construct a shared-use path known as the Farmington Canal Heritage Trail (FCHT) through the Town of Plainville to close the remaining gap in the trail connecting New Haven to Massachusetts. The Farmington Canal Heritage Trail is a non-motorized transportation facility built on a rail corridor formally known as the Canal Line. The trail covers approximately 84 miles (approximately 70% of which is completed) from New Haven, Connecticut to Northampton, Massachusetts and is part of the East Coast Greenway.

Project 109-173 is to be completed in three phases. The limits of each phase are as follows:

- Phase 1 Town Line Road to Norton Park
- Phase 2 Route 72 to Northwest Drive
- Phase 3 Norton Park to Route 72

The trail will consist of a 12-foot wide paved surface. The trail will require a box culvert under Route 72, two pedestrian bridges on Route 177 crossing the Pequabuck River and an active Pan Am railroad, and improvements to an existing bridge and pipe culvert at Norton Park may be necessary. Precast concrete boardwalk as needed. Fencing and landscaping will also be provided along the trail as needed. Other amenities will include park benches and picnic tables to provide rest areas for the trail users. As part of Phase 1, a parking lot is proposed to be constructed at the existing Tony Soli property. The parking lot is proposed to include restroom, informational, and bicycle repair facilities.

Both border towns north and south of Plainville have dedicated parking lots for the FCHT. During seasonable months, trail parking lots in each of these towns see frequent use and often fill up on weekends. Phase 1 of the Plainville trail section is anticipated to terminate in Norton Park adjacent to a park lot. However, this lot is dedicated for park use and the intent of the trail does no include use of this parking lot. In the recent past, there has been an increased demand for access to recreational facilities such as biking and hiking trails. The proposed parking lot located at the Tony Soli property serves to accommodate the anticipated access demand to the FCHT in Plainville and to deter users from parking in Norton Park. Figure 1 below details approximate locations of FCHT parking facilities in the towns of Southington, Plainville, and Farmington.

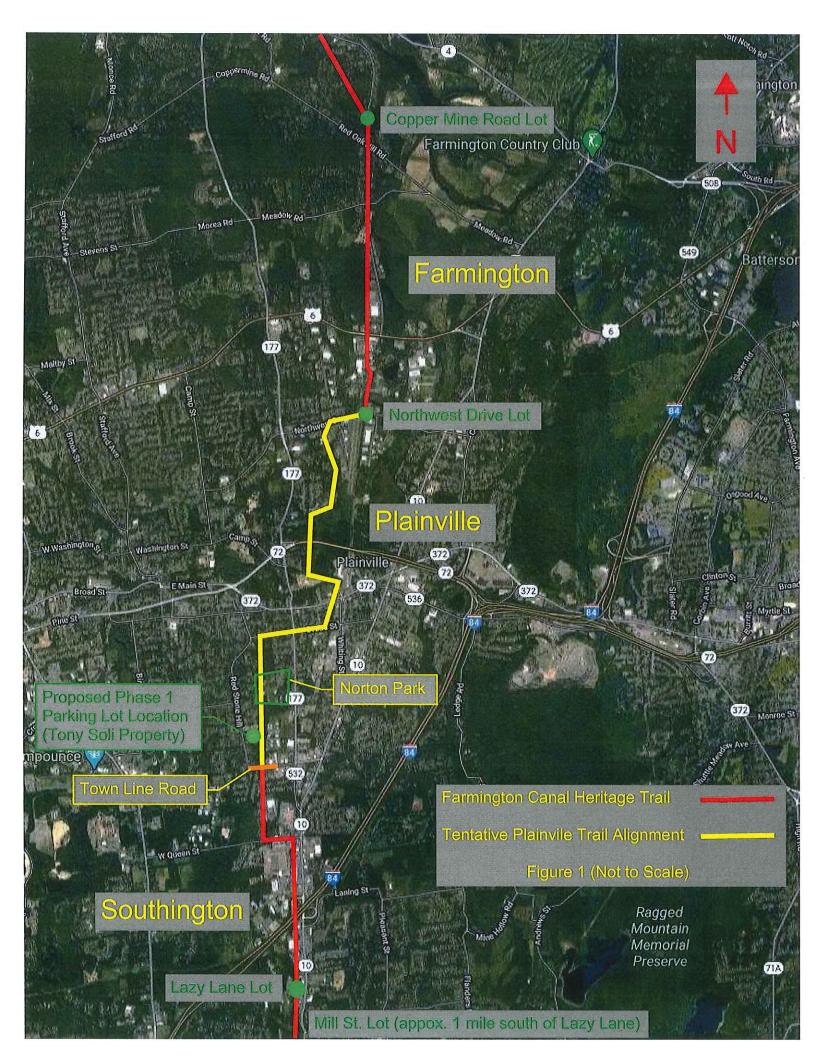




Figure 2 – Northwest Drive parking lot

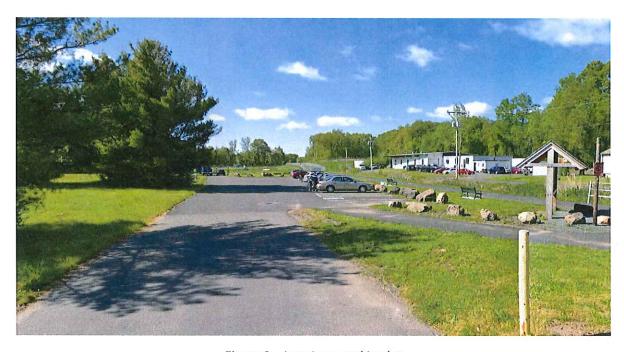


Figure 3 – Lazy Lane parking lot



Figure 4 - Mill Street parking lot

Summary of FCHT parking north of Town Line Road:

- Northwest Drive parking Lot (Figure 2)
 - o 4 miles north of Town Line Road
 - o 27 total spaces
 - o No restrooms
 - o Routinely filled on weekend
- Copper Mine Road parking Lot
 - o 6.5 miles north of Town Line Road
 - o 26 total spaces
 - o No restrooms

Summary of Trail parking south of Town Line Road:

- Lazy Lane parking lot (Figure 3)
 - o 2 miles south of Town Line Road
 - o 20 total spaces
 - o No restrooms
- Mill Street parking lot (Figure 4)
 - o 3 miles south of Town Line Road
 - o 25 total spaces
 - o Portable restroom

Lisa Metayer

From:

Robert Buden

Sent:

Thursday, November 12, 2020 5:47 PM

To:

Robert E. Lee

Cc:

Lisa Metayer; Matthew Daskal

Subject:

ClearGov Update

Robert

I attended an online training session on October 29, 2020 where ClearGov trained me on the how to use the budget software module. I intend to show/train all staff who work on the budget before the budget season begins. I have given ClearGov 5 years of completed, audited data (as of June 30, 2015 – 2019), FY 2020 unaudited, and FY 2021 to date. These years will be used for comparative purposes to the FY 2022 budget. Again, all data is as of June 30th of that particular year, no monthly information is uploaded.

The software is easy to use, almost excel based, so I do not see an issue with training our staff. I have the ability to give access to anyone who works or reviews the budget, including you and/or the Council. Through security settings, no changes can be made unless granted permission to do so. Everything is in real time, live...no more cutting and pasting of excel sheets and/or different versions of excel sent from other departments to Finance. We can put this software up on the TV for review purposes at every level of the budget process...no need to print out volumes of pages, although that can still be done. We can project certain amounts, for example, if we know a particular union contract has a 2.5% increase for the next fiscal year, we can put that % increase into the full time line item and come up with the budgeted amount. Department head changes to the line item staff wise can be shown through notes or uploaded documents. We also have the ability to request information from the departments yet turn off or on any line item they may not budget. For example, we can turn off payroll and only allow them to request differences to the staffing levels, if any. We can project out years in advance, plan for major budgetary impacts, etc. We should be able to use this module to show all of our capital improvement projects, timelines, pictures, etc.

Due to the timing of getting this going, I have only been trained on the budget module...the financial dashboard piece will come later, but as we discussed and noted above, the uploaded historical information will not be compatible with our current monthly financial dashboard presentation and may require some tweaking to get it the way we would like it.

Please let me know if you need more information or have any other questions.

Thanks you

Rob Buden, MSAT
Director of Finance
Town of Plainville &
Plainville Community Schools
One Central Square
Plainville, CT 06062
rbuden@plainville-ct.gov
860-793-0221 x 7121
860-559-0913 (cell)
860-793-2285 (fax)



Steven K. LePage Superintendent of Schools

One Central Square • Plainville, CT 06062 Phone 860-793-3210 • Fax 860-747-6790

> www.plainvilleschools.org lepages@plainvilleschools.org

October 19, 2020

Mr. Robert E. Lee, Town Manager Plainville Municipal Center One Central Square Plainville, Connecticut 06062

Dear Mr. Lee:

Enclosed with this correspondence please find a copy of the newly negotiated contract between the Plainville Association of School Administrators and the Plainville Board of Education for the period from July 1, 2021 through June 30, 2022. Please note that I am filing this contract pursuant to statutory requirements. The date of this filing is October 19, 2020.

As the current Administrators' contract is scheduled to expire at the conclusion of this fiscal year, June 30, 2021, the Superintendent, Director of Human Resources, Director of Business and Operations, the Board's attorney, Town Council Chair, and a committee of Board of Education members, met with the administrators' union throughout the month of August to negotiate a one-year extension to the contract due to the COVID virus.

This agreement includes:

1) Ten (20) month administrators shall receive a total of twelve (12) vacation days to be used during the school year when school is not in session (e.g., December, February, April breaks)

2) The Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 SSP for health benefits. Premium cost share shall be 19.0% paid by administrators and 81% paid by the Board for the 2021-22 school year.

3) The Board will provide annually to each member of the bargaining unit, an increase of \$500 to their tax-sheltered annuity.

4) There will be a salary increase of 2% (with step increase) for the 2021-22 school year.

The Plainville Board of Education adopted this contract extension on Tuesday, October 13, 2020. I will forward a copy of the contract to the Town Council. If the Town Council takes no action, implementation of the agreement is triggered thirty days after the date of filing with the Town Clerk. The Town Council has the option to reject the contract and send the negotiations into arbitration.

Please feel free to contact me if you have any questions relative to the agreement. If the Town Council would like the Board of Education or me to be present before the council to discuss the contract, let me know so that arrangements can be made.

Sincerely,

Steven K. LePage Superintendent of Schools

SKL:jmc Enclosure

cc: Jessica Ritter, Esquire

Members of the Plainville Board of Education David Levenduski, Asst. Superintendent Sam Adlerstein, Dir. of Business & Operations

Carol Skultety, Town Clerk Carl Johnson, PASA President

Stacy Buden, Dir. of Human Resources

RECEIVED

OCT 19 2020

TOWN CLERK

COVID-19 Update November 12, 2020

As of **November 11, 2020**, at **8:30 PM**, the total of laboratory-confirmed and probable COVID-19 cases reported among Connecticut residents is **85899**, including **80216** laboratory-confirmed and **5683** probable cases. **Six hundred seventeen** patients are currently hospitalized with laboratory-confirmed COVID-19. There have been **4726** COVID-19-associated deaths.

In Connecticut during the early months of this pandemic, it became increasingly clear that it would be necessary to track probable COVID-19 cases and deaths, in addition to laboratory-confirmed (molecular test) cases and deaths. This was needed to better measure the burden and impact of this disease in our communities and is now part of the <u>national surveillance case</u> <u>definition for COVID-19</u>. Prior to June 1, probable and confirmed cases were reported together.

Overall Summary	Total**	Change Since Yesterday
COVID-19 Cases (confirmed and probable)*	85899	+1158
COVID-19 Tests Reported (molecular and antigen)	2657798	+24001
Daily Test Positivity**		4.82%
Patients Currently Hospitalized with COVID-19	617	+33
COVID-19-Associated Deaths	4726	+10

^{*}Includes confirmed plus probable cases; probable cases include persons with positive antigen results

COVID-19 Cases and Associated Deaths by County of Residence As of 11/11/20 8:30pm.

County	COVID-19	Cases	COVID-19-Associate	ed Deaths
County -	Confirmed	Probable	Confirmed	Probable
Fairfield County	26739	2269	1134	321
Hartford County	20301	1215	1197	328
Litchfield County	2682	224	128	21
Middlesex County	2360	134	158	39
New Haven County	19803	1434	987	168
New London County	4376	142	119	35
Tolland County	1925	200	53	15
Windham County	1747	29	22	1
Pending address validation	283	36	0	0
Total	80216	5683	3798	928

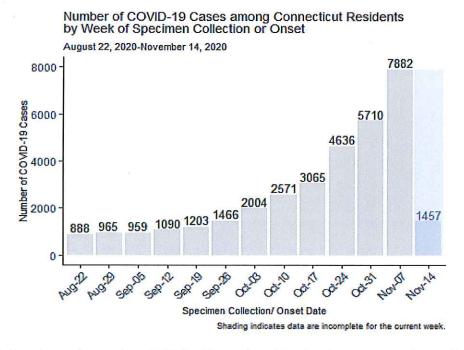
<u>National COVID-19 statistics</u> and information about <u>preventing spread of COVID-19</u> are available from the Centers for Disease Control and Prevention.

Day-to-day changes reflect newly reported cases, deaths, and tests that occurred over the last several days to week. All data in this report are preliminary; data for previous dates will be updated as new reports are received and data errors are corrected. Hospitalization data were collected by the Connecticut Hospital Association. Deaths reported to either OCME or DPH are included in the daily COVID-19 update.

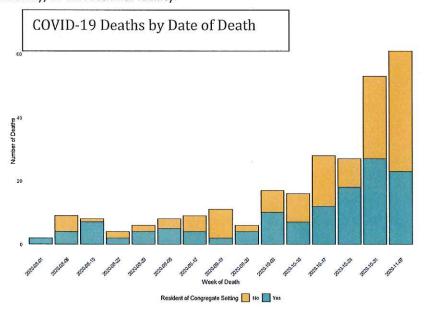
^{**}Daily test positivity is the number of new positive molecular and antigen cases divided by the number of new molecular and antigen tests reported in the past 24 hours.

COVID-19 Cases and Deaths Over Time

The chart below shows the number of new probable and confirmed COVID-19 cases reported to CT DPH by week of specimen collection or onset of illness. Case data now includes probable cases based on positive antigen test results. During the past two weeks (October 25-November 07), there were 13,592 new COVID-19 cases, including cases among people residing in the community and congregate settings, such as nursing homes, managed residential communities, and correctional facilities.



The graph below shows the number of COVID-19 associated deaths since August 1st by week of death and whether the person was residing in a congregate setting, such as a nursing home, managed residential community, or correctional facility.

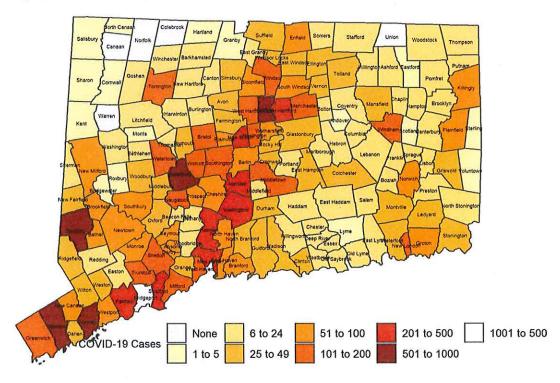


Community Transmission of COVID-19

Among 13,592 new COVID-19 cases with specimen collection or onset date during October 25-November 07, there were 13,295 cases among people living in community settings, as shown in the map below. This corresponds to an average of 26.58 new COVID-19 cases per day per 100,000 population. Cases among people residing in nursing homes, assisted living facilities, and correctional facilities are excluded. Darker colors indicate towns with more cases.

During this two-week period, there were more than 100 new COVID-19 cases in 32 towns.

Number of COVID-19 Cases among People Living in Community Settings by Town with Specimen Collection or Onset Date During October 25-November 07

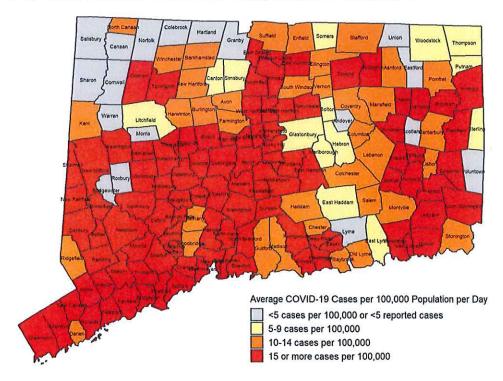


Map does not include 160 cases pending address validation

Because towns with larger populations are likely to have more cases, it is also important to look at the number of new cases per 100,000 population. The next map below shows the average number of new cases per 100,000 population per day, with darker colors indicating higher rates. Cases among people residing in nursing homes, assisted living facilities, and correctional facilities are excluded.

Among towns with at least 5 new cases during October 25-November 07, one-hundred towns had an average rate of 15 or more cases per 100,000 population per day, shown in red in the map below.

Average Daily Rate of COVID-19 Cases among People Living in Community Settings per 100,000 Population by Town with Specimen Collection or Onset Date During October 25-November 07



Map does not include 160 cases pending address validation

Population, Number and Average Daily Rate of COVID-19 Cases among People Living in Community Settings by Town with Specimen Collection or Onset Date during October 25-November 07, 2020

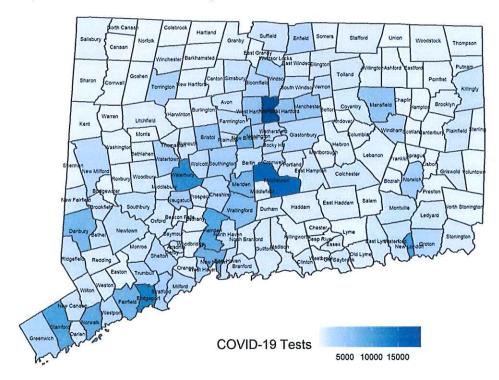
Map does not include 160 cases pending address validation

Town	Population	Cases	Rate	Town	Population	Cases	Rate	Town	Population	Cases	Rate
Andover	3231	4	8.8	Griswold	11591	30	18.5	Prospect	9790	53	38.7
Ansonia	18721	95	36.2	Groton	38692	88	16.2	Putnam	9395	13	9.9
Ashford	4261	6	10.1	Guilford	22216	35	11.3	Redding	9125	20	15.7
Avon	18302	26	10.1	Haddam	8222	17	14.8	Ridgefield	25008	36	10.3
Barkhamsted	3624	6	11.8	Hamden	60940	308	36.1	Rocky Hill	20145	47	16.7
Beacon Falls	6182	21	24.3	Hampton	1853	8	30.8	Roxbury	2160	4	13.2
Berlin	20432	51	17.8	Hartford	122587	709	41.3	Salem	4123	7	12.1
Bethany	5479	10	13.0	Hartland	2120	2	6.7	Salisbury	3598	3	6
8ethel	19714	57	20.7	Harwinton	5430	10	13.2	Scotland	1685	2	8.5
Bethlehem	3422	14	29.2	Hebron	9482	7	5.3	Seymour	16509	74	32
Bloomfield	21301	53	17.8	Kent	2785	5	12.8	Sharon	2703	1	2.6
Bolton	4890	6	8.8	Killingly	17287	59	24.4	Shelton	41097	152	26.4
Bozrah	2537	6	16.9	Killingworth	6370	15	16.8	Sherman	3614	8	15.8
Branford	28005	63	16.1	Lebanon	7207	13	12.9	Simsbury	24979	32	9.2
Bridgeport	144900	1079	53.2	Ledyard	14736	41	19.9	Somers	10834	11	7.3
Bridgewater	1641	1	4.4	Lisbon	4248	6	10.1	South Windsor	26054	54	14.8
Bristol	60032	168	20.0	Litchfield	8127	9	7.9	Southbury	19656	56	20.4
Brookfield	17002	53	22.3	Lyme	2338	1	3.1	Southington	43807	190	31
Brooklyn	8280	18	15.5	Madison	18106	28	11.0	Sprague	2889	11	27.2
Burlington	9665	17	12.6	Manchester	57699	150	18.6	Stafford	11884	17	10.2
Canaan	1055	0	0.0	Mansfield	25817	45	12.5	Stamford	129775	657	36.2
Canterbury	5100	9	12.6	Marlborough	6358	7	7.9	Sterling	3780	5	9.4
Canton	10270	14	9.7	Meriden	59540	436	52.3	Stonington	18449	29	11.2
Chaplin	2256	6	19.0	Middlebury	7731	35	32.3	Stratford	51967	208	28.6
Cheshire	29179	89	21.8	Middlefield	4380	10	16.3	Suffield	15743	26	11.8
Chester	4229	6	10.1	Middletown	46146	161	24.9	Thomaston	7560	19	18
Clinton	12950	40	22.1	Milford	54661	118	15.4	Thompson	9395	10	7.6
Colchester	15936	33	14.8	Monroe	19470	67	24.6	Tolland	14655	43	21
Colebrook	1405	0	0.0	Montville	18716	37	14.1	Torrington	34228	110	23
Columbia	5385	9	11.9	Morris	2262	3	9.5	Trumbull	35802	147	29.3
Cornwall	1368	2	10.4	Naugatuck	31288	150	34.2	Union	840	0	0
Coventry	12414	23	13.2	New Britain	72453	385	38.0	Vernon	29303	50	12.2
Cromwell	13905	39	20.0	New Canaan	20213	59	20.8	Voluntown	2535	3	8.5
Danbury	84730	592	49.9	New Fairfield	13877	31	16.0	Wallingford	44535	230	36.9
Darien	21753	41	13.5	New Hartford	6685	11	11.8	Warren	1399	0	0
Deep River	4463	11	17.6	New Haven	130418	349	19.1	Washington	3434	11	22.9
Derby	12515	60	34.2	New London	26939	171	45.3	Waterbury	108093	701	46.3
Durham	7195	29	28.8	New Milford	26974	89	23.6	Waterford	18887	45	17
East Granby	5147	11	15.3	Newington	30112	118	28.0	Watertown	21641	118	38.9
East Haddam	8988	10	7.9	Newtown	27774	77	19.8	West Hartford	62939	139	15.8
East Hampton	12854	28	15.6	Norfolk	1640	0	0.0	West Haven	54879	158	20.6
East Hartford	49998	273	39.0	North Branford	14158	40	20.2	Westbrook	6914	25	25.8
East Haven	28699	73	18.2	North Canaan	3254	5	11.0	Weston	10247	29	20.2
East Lyme	18645	24	9.2	North Haven	23691	76	22.9	Westport	28115	88	22.4
East Windsor	11375	35	22.0	North Stonington	5243	14	19.1	Wethersfield	26082	82	22.5
Eastford	1790	1	4.0	Norwalk	89047	576	46.2	Willington	5887	14	17
Easton	7517	19	18.1	Norwich	39136	99	18.1	Wilton	18397	43	16.7
Ellington	16299	34	14.9	Old Lyme	7366	13	12.6	Winchester	10655	21	14.1
Enfield	44466	68	10.9	Old Saybrook	10087	21	14.9	Windham	24706	102	29.5
Essex	6674	21	22.5	Orange	13949	31	15.9	Windsor	28760	107	26.6
Fairfield	61952	309	35.6	Oxford	13226	29	15.7	Windsor Locks	12876	27	15
Farmington	25506	43	12.0	Plainfield	15173	52	24.5	Wolcott	16649	116	49.8
Franklin	1933	7	25.9	Plainville	17623	63	25.5	Woodbridge	8805	15	12.2
Glastonbury	34491	46	9.5	Plymouth	11645	41	25.1	Woodbury	9537	34	25.5
Goshen	2879	11	27.3	Pomfret	4204	6	10.2	Woodstock	7862	10	9.1
Granby	11375	4	2.5	Portland	9305	25	19.2				
Greenwich	62727	146	16.6	Preston	4638	11	16.9				

COVID-19 Molecular and Antigen Tests during October 25-November 07

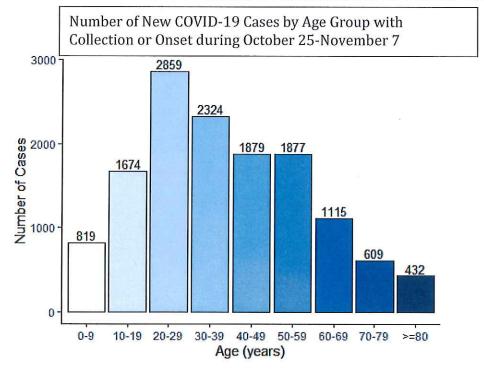
Among 357,753 molecular and antigen tests for COVID-19 with specimen collection date during October 25-November 07, 329,529 (92%) tests were conducted among people who did not reside in congregate settings (including nursing homes, assisted living, and correctional facilities). Of these 329,529 tests, 14,573 (4%) were positive. The map below shows the number of molecular and antigen COVID-19 tests by town with specimen collection date during October 25-November 07 that were conducted among community residents.

Number of Molecular and Antigen Tests for COVID-19 among People Living in Community Settings by Town with Specimen Collection Date During October 25-November 07



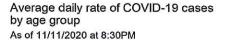
Map does not include tests pending address validation

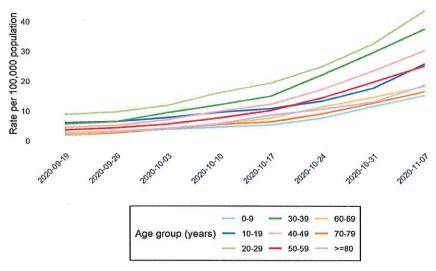
Age Distribution of COVID-19 Cases with Specimen Collection or Onset During October 25-November 07, 2020



Average Daily Incidence by Age Group

The chart below shows the average number of new COVID-19 cases per day per 100,000 population by age group. The rates in this chart are calculated by averaging the number of new cases diagnosed each day during the previous two weeks, dividing by the annual population in each age group, and then multiplying by 100,000.

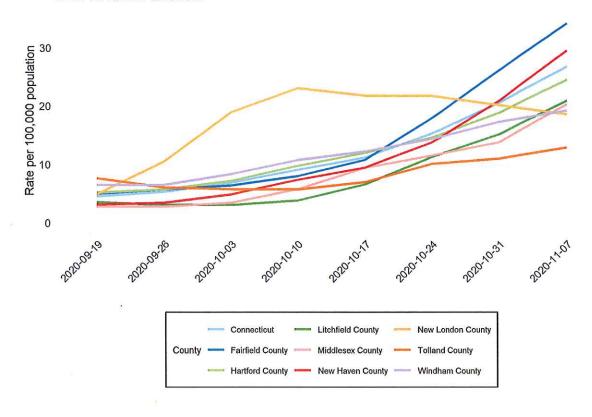




Average Daily Incidence by County

The chart below shows the average number of new COVID-19 cases per day per 100,000 population in the state of Connecticut and for each Connecticut county. The rates in this chart are calculated by averaging the number of new cases diagnosed each day during the previous two weeks, dividing by the annual estimated population, and then multiplying by 100,000.

Average daily rates of COVID-19 cases by county As of 11/11/2020 at 8:30PM

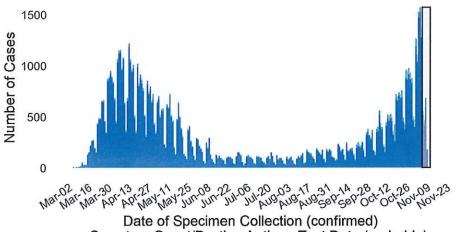


Cumulative Number of COVID-19 Cases and COVID-19-Associated deaths by Dates

Test results may be reported several days after the result. Data are incomplete for most recent dates shaded in grey. Data from previous dates are routinely updated.

Number of Confirmed and Probable COVID-19 Cases by Date

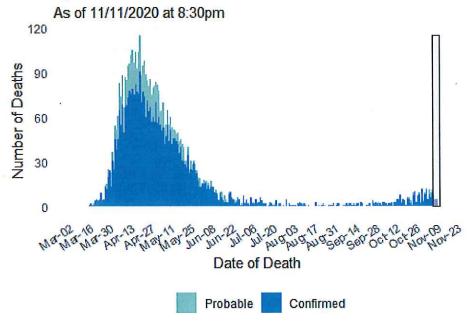
As of 11/11/2020 at 8:30pm



or Symptom Onset/Postive Antigen Test Date (probable)

Probable Confirmed

Number of COVID-19-Associated Deaths by Date of Death

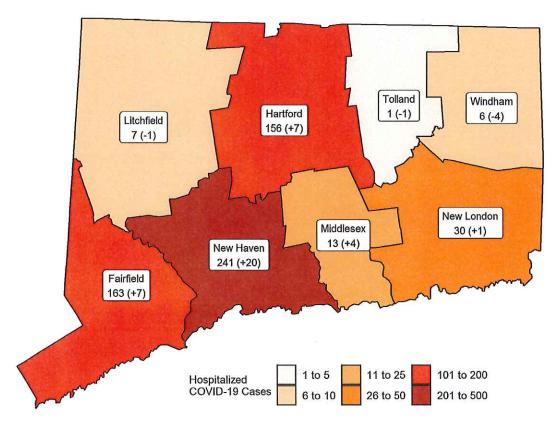


Hospitalization Surveillance

The map below shows the number of patients currently hospitalized with laboratory-confirmed COVID-19 by county based on data collected by the Connecticut Hospital Association. The distribution is by location of hospital, not patient residence. The labels indicate the number of patients currently hospitalized with the change since yesterday in parentheses.

Patients Currently Hospitalized by Connecticut County

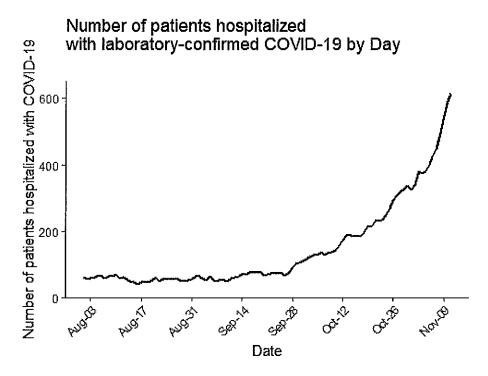
Distribution by location of hospital not patient residence. Data from the Connecticut Hospital Association.



More information about hospitalized cases of COVID-19 in New Haven and Middlesex Counties is available from COVID-NET.

COVID-19 Hospital Census in Connecticut

The chart below shows the COVID-19 hospital census, which is the number of patients currently hospitalized with laboratory-confirmed COVID-19 on each day. Data were collected by the Connecticut Hospital Association and are shown since August 1, 2020.



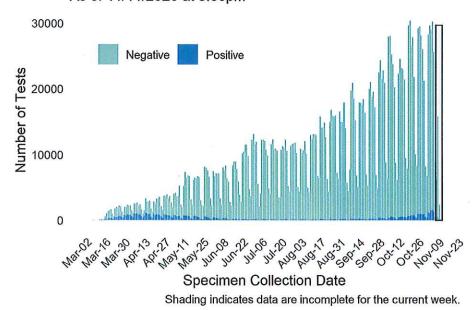
Laboratory Surveillance

Molecular Tests

To date, DPH has received reports on a total of 2625790 molecular COVID-19 laboratory tests; of these 2339716 test results were received via electronic laboratory reporting (ELR) methods from commercial laboratories, hospital laboratories, and the Dr. Katherine A. Kelley State Public Health Laboratory. The chart below shows the number of tests reported via ELR by date of specimen collection and test result.

Test results may be reported several days after specimen collection. Data are incomplete for most recent dates shaded in grey. Data for previous dates are routinely updated.

Number of Molecular Laboratory Tests for COVID-19 Reported via ELR by Specimen Collection Date As of 11/11/2020 at 8:30pm



Testing of recently collected specimens is ongoing and does not reflect a decrease in testing. Chart only includes test results received by electronic laboratory reporting.

ELR = Electronic Laboratory Reporting

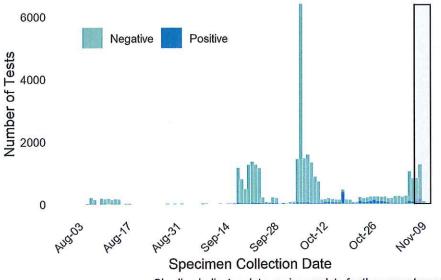
Antigen Tests

To date, DPH has received reports on a total of 32008 COVID-19 antigen laboratory tests. The chart below shows the number of antigen tests reported to DPH by specimen collection date and test result.

Test results may be reported several days after specimen collection. Data are incomplete for most recent dates shaded in grey. Data for previous dates are routinely updated.

Number of Antigen Tests for COVID-19 Reported by Specimen Collection Date

As of 11/11/2020 at 8:30pm



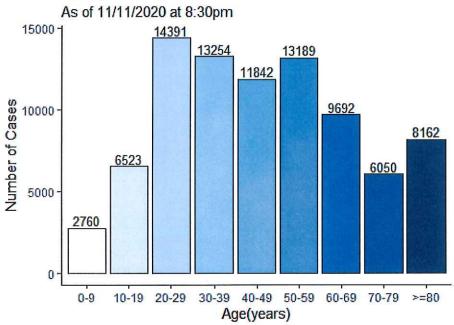
Shading indicates data are incomplete for the current week.

Testing of recently collected specimens is ongoing and does not reflect a decrease in testing.

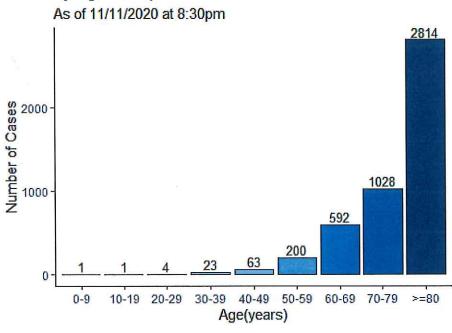
Characteristics of COVID-19 Cases and Associated Deaths

Counts may not add up to total case count because demographic data may be missing.

Number of COVID-19 Cases by Age Group



Number of COVID-19-Associated Deaths by Age Group



Counts may not add up to total case count because demographic data may be missing.

Number of COVID-19 Cases by Gender

As of 11/11/2020 at 8:30pm

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Number of COVID-19-Associated Deaths by Gender

Male

Female

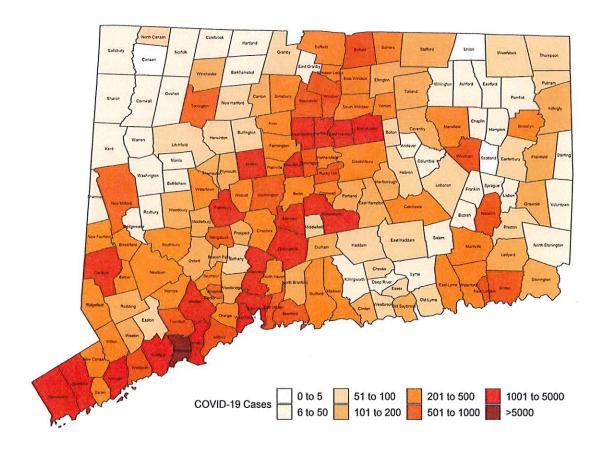
As of 11/11/2020 at 8:30pm

2500 - 2478

2000 - 200

Cumulative Number of COVID-19 Cases by Town

Map does not include 319 cases pending address validation



APPENDIX A. Cumulative Number of COVID-19 Cases by Town

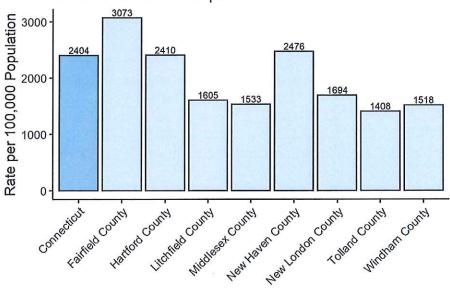
Table does not include 319 cases pending address validation

Town	Confirmed Cases	Probable Cases	Town	Confirmed Cases	Probable Cases	Town	Confirmed Cases	Probable Cases
Andover	20	1	Griswold	156	2	Prospect	170	18
Ansonia	475	32	Groton	502	23	Putnam	75	3
Ashford	36	1	Guilford	191	25	Redding	110	11
Avon	305	18	Haddam	81	5	Ridgefield	332	38
Barkhamsted	42	3	Hamden	1571	102	Rocky Hill	543	30
Beacon Falls	96	8	Hampton	21	0	Roxbury	22	4
Berlin	309	28	Hartford	4754	201	Salem	44	0
Bethany	79	3	Hartland	9	0	Salisbury	32	2
Bethel	399	57	Harwinton	51	6	Scotland	2	0
Bethlehem	33	7	Hebron	64	5	Seymour	392	29
Bloomfield	710	43	Kent	22	9	Sharon	19	0
Bolton	47	4	Killingly	186	8	Shelton	928	81
Bozrah	31	0	Killingworth	45	0	Sherman	23	12
Branford	475	51	Lebanon	65	4	Simsbury	211	26
Bridgeport	5755	382	Ledyard	159	3	Somers	336	37
Bridgewater	14	5	Lisbon	38	2	South Windsor	309	21
Bristol	1105	57	Litchfield	85	5	Southbury	292	19
Brookfield	285	38	Lyme	12	1	Southington	677	55
Brooklyn	216	2	Madison	214	17	Sprague	38	1
Burlington	86	4	Manchester	1147	89	Stafford	147	14
Canaan	1	0	Mansfield	391	60	Stamford	4719	231
Canterbury	61	1	Marlborough	120	6	Sterling	22	1
Canton	132	10	Meriden	1669	80	Stonington	113	9
Chaplin	21	1	Middlebury	115	13	Stratford	1237	112
Cheshire	430	22	Middlefield	53	3	Suffield	253	28
Chester	54	1	Middletown	991	44	Thomaston	116	8
Clinton	148	9	Milford	918	82	Thompson	73	3
Colchester	204	11	Мопгое	259	24	Tolland	124	19
Colebrook	6	1	Montville	449	14	Torrington	823	36
Columbia	44	0	Morris	20	0	Trumbull	773	97
Cornwali	10	0	Naugatuck	694	56	Union	4	1
Coventry	114	8	New Britain	2252	148	Vernon	416	36
Cromwell	235	20	New Canaan	299	21	Voluntown	30	0
Danbury	3814	405	New Fairfield	190	23	Wallingford	958	47
Darien	332	28	New Hartford	60	1	Warren	5	2
Deep River	36	4	New Haven	3680	222	Washington	42	2
Derby	283	15	New London	814	20	Waterbury	3643	260
Durham	100	14	New Milford	444	70	Waterford	343	11
ast Granby	38	1	Newington	683	37	Watertown	377	35
East Haddam	54	0	Newtown	394	44	West Hartford	1223	99
East Hampton	116	9	Norfolk	17	1	West Haven	1465	99
ast Hartford	1639	88	North Branford	158	24	Westbrook	73	4
East Haven	565	86	North Canaan	63	2	Weston	130	18
ast Lyme	265	23	North Haven	436	42	Westport	499	38
East Windsor	294	19	North Stonington	40	3	Wethersfield	446	20
Eastford	16	1	Norwalk	3335	240	Willington	45	3
Easton	75	3	Norwich	918	13	Wilton	314	45
Ellington	173	12	Old Lyme	53	0	Winchester	100	3
Enfield	878	34	Old Saybrook	172	6	Windham	724	6
Essex	85	5	Orange	202	23	Windsor	818	53
Fairfield	1338	228	Oxford	138	8	Windsor Locks	201	12
Farmington	358	24	Plainfield	198	2	Wolcott	318	29
Franklin	34	0	Plainville	305	19	Woodbridge	176	22
Glastonbury	440	40	Plymouth	140	13	Woodbury	111	7
Goshen	27	2	Pomfret	36	0	Woodstock	60	ó
Granby	56	5	Portland	117	10		•	•
Greenwich	1199	93	Preston	68	2			

APPENDIX B. The following graphs show the number of cases per 100,000 Connecticut residents statewide and by county, age group, and gender. Population estimate from: DPH Population Statistics

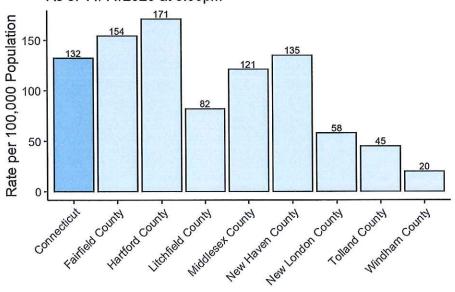
Rate of COVID-19 Cases Statewide and by County

As of 11/11/2020 at 8:30pm



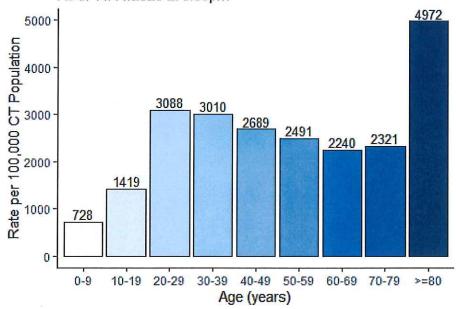
Rate of COVID-19-Associated Deaths Statewide and by County

As of 11/11/2020 at 8:30pm

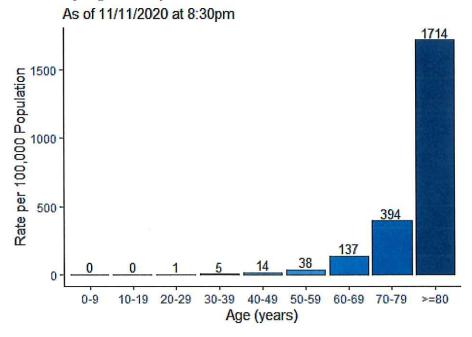


Rate of COVID-19 Cases by Age Group

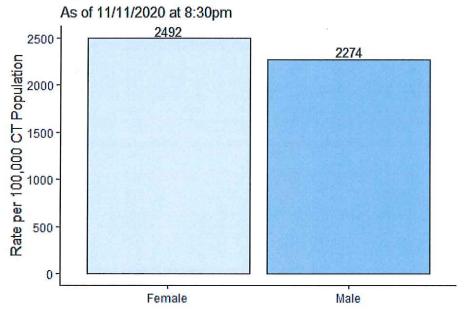
As of 11/11/2020 at 8:30pm



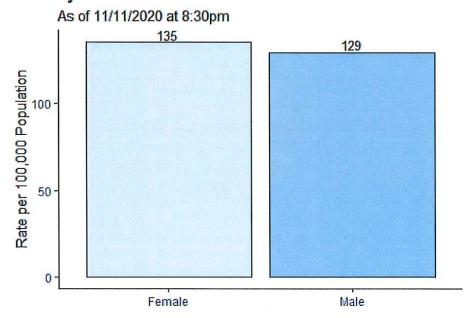
Rate of COVID-19-Associated Deaths by Age Group



Rate of COVID-19 Cases by Gender



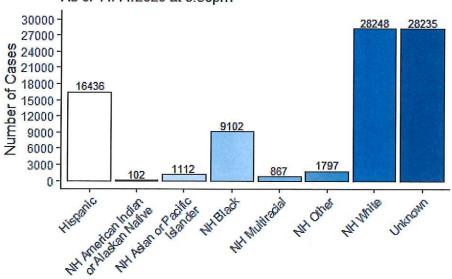
Rate of COVID-19-Associated Deaths by Gender



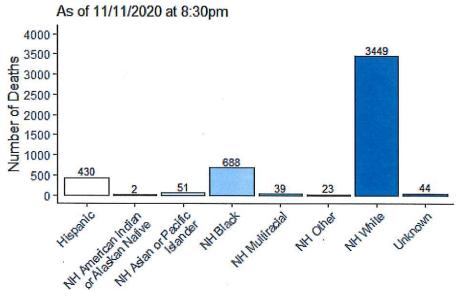
APPENDIX C. The following graphs show the number of cases and deaths by race and ethnicity. Categories are mutually exclusive. The category "multiracial" includes people who answered 'yes' to more than one race category. NH=Non-Hispanic

Number of COVID-19 Cases by Race\Ethnicity

As of 11/11/2020 at 8:30pm

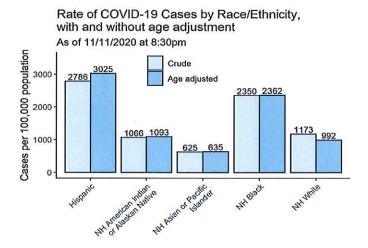


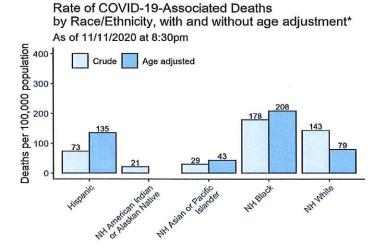
Number of COVID-19-Associated Deaths by Race\Ethnicity



The following graphs show the number of COVID-19 cases and COVID-19-associated deaths per 100,000 population by race and ethnicity. Crude rates represent the total cases or deaths per 100,000 people. Age-adjusted rates consider the age of the person at diagnosis or death when estimating the rate and use a standardized population to provide a fair comparison between population groups with different age distributions. Age-adjustment is important in Connecticut as the median age of among the non-Hispanic white population is 47 years, whereas it is 34 years among non-Hispanic blacks, and 29 years among Hispanics. Because most non-Hispanic white residents who died were over 75 years of age, the age-adjusted rates are lower than the unadjusted rates. In contrast, Hispanic residents who died tend to be younger than 75 years of age which results in higher age-adjusted rates.

The 2018 Connecticut and 2000 US Standard Million populations were used for age adjustment; population estimates from: DPH Population Statistics. Categories are mutually exclusive. Cases missing data on race/ethnicity are excluded from calculation of rates. NH=Non-Hispanic





^{*}Age adjusted rates only calculated for groups with at least 30 deaths

EXPENDITURES Through October 31, 2020

Town Budget	
Budget Total =	\$ 62,499,198
Through 10/31/20	\$ 24,076,609
% Spent =	38.52%
2 Year Avg. =	37.89%

Gen. Govt. Budget		
Budget Tot	al = \$	23,354,931
Through 10/31/20	\$	13,380,366
% Sper	nt =	57.29%
2 Year Av	g. =	44.86%

Board of Ed. B	udge	t
Budget Total =	\$	39,144,267
Through 10/31/20	\$	13,114,116
% Spent =		33.50%
2 Year Avg. =		33.61%

TOTAL PROPERTY.		Police OT	
Budget Amount =	\$550,000		
Through 10/31/20	S	204,003	% Spent = 37.09%
2 Year Avg. =	S	235,305	
Difference =	S	(31,302)	

Harris Harris		Roadways OT	
Budget Amount =	\$73,010		
Through 10/31/20	S	32,163	% Spent = 44.05%
2 Year Avg. =	= \$	18,921	
Difference =	\$	13,243	

	Buildin	gs & Grounds O	T
Budget Amount =	\$18,446		
Through 10/31/20	S	11,500	% Spent = 62.34%
2 Year Avg. =	S	15,176	
Difference =	S	(3,676)	THE STATE OF THE STATE OF

	Roadwa	ys Snow OT	Market Committee of the
Budget Amount =	\$52,150		
Through 10/31/20	\$	-	% Spent = 0.00%
2 Year Avg. =	\$		
Difference =	\$	_	

Buildings & Grounds Snow OT					
Budget Amount =	\$24,957				
Through 10/31/20	\$	-	% Spent = 0.00%		
2 Year Avg. =	\$				
Difference =	S	-			

Hauler Tonnages	- MSW
Tip Fee = $$67.01/5,500$	tons budgeted = $$368,555$
Through 10/31/20	2,248.34
2 Year Avg. =	= 2.100.22
Difference	148.12

Represents Approx. \$9,926 to date

Hauler Tonnages - Rec BUDGETED - S88.47 tip fee	
Through 10/31/20	478.89
Previous Year	448.81
Difference	30.08
Expenditures to Date	\$37,029
Current Tip Fee = \$77.32/La	

REVENUES Through October 31, 2020

All Revenues (An	nended)		
Budget Total =	\$	62,499,198	
Through 10/31/20	\$	29,234,983	
Difference	\$	(33,264,215)	
% Received =		46.78%	ECS \$2.7M in Nov.
2 Year Avg. =		50.00%	

Current Taxes (Ame	ended)	
Budget Total =	\$	47,775,369
Through 10/31/20	\$	27,731,639
Difference	\$	(20,043,730)
% Received =		58.05%
2 Year Avg. =		57.47%

		\$	62,499,198
UN-AUDITED UNASSIGNED FUND BALANCE (6/30/20)		11,000,710	17.60%
FY 21 use of fund balance - budgeted			
FY20 Tax Relief (budgeted \$300,000) CIP Contribution	(300,000) (980,000)	(300,000) (980,000)	
CIP Contribution	(380,000)	(380,000)	
ESTIMATED UNASSIGNED FUND BALANCE (10/31/20)		9,720,710	15.55%

SPECIAL FUNDS Through October 31, 2020

Recreation Fund Budget Expenditures =		res = \$276,085
Through 10/31/20	\$	60,107
% Spent		21.77%
2 Year Avg.		47.19%

Robertson Airport Bud	Set Expendie		
Through 10/31/20	\$	35,105	\$34,740 = CIP
% Spent		39.24%	

Recreation Fund I	Budget Revenues =	\$235,400
Through 10/31/20	\$ 2	28,934
% Received	1	2.29%
2 Year Avg.	3	38.13%

Robertson Airport Budget Ro	venues = \$120,000	
Through 10/31/20 \$	30,000	П
% Received	25.00%	
Robertson Airport Fund E	alance = \$543,754	

WPCA Facility Bu	dget Expend	ditures = \$4,	319,727
Through 10/31/20	\$	1,529,797	
% Spent		35.41%	
2 Year Avg.		48.59%	

Quarterly pymt.

WPCA Facility	Budget	Revenues =	\$3,906,500	
Through 10/31/20	\$	122,985		H. H. E
% Received		3.15%		
2 Year Avg.		2.46%		

Plainville Library Bu	ıdget Expendi	tures = \$750,142
Through 10/31/20	\$	305,637
% Spent		40.74%
2 Year Avg.		44.15%

Plainville Library F	und Buc	Iget Revenues =	\$750,142
Through 10/31/20	\$	199,650	
% Received		26.61%	
2 Year Avg.		48.39%	
	Quarter	ly contribution in N	Nov.

Major Projects Report

10/31/2020

. ·	Project Budget	Revenue To Date	Expenditures To Date	Project Balance	% Complete		Spent In October
Road Bond I	\$5,039,426	\$5,039,426	\$4,444,159	\$595,267	88.19%	\$	
Road Bond II	\$5,000,000		\$1,316,114	\$3,683,886	26.32%	\$	
Phosphorus Removal Project Encumbrances To Date	\$15,737,895	\$6,555,924	\$15,571,021 -\$353,371	\$166,874 \$353,371	98.94%	\$	86,429
Encumbrances to Date		\$6,555,924	\$15,217,650	\$520,245		<u>\$</u>	(353,371)
	Referendum Amount = \$	12 Telephone (1980)		A STATE OF THE PARTY OF THE PAR		•	(200,542)
Wheeler School Project	\$23,515,000	\$6,746,577	\$ 21,181,504	\$2,333,496	90.08%	\$	(333,915)
PHS Parking Lot Project	\$1,745,000	\$1,745,000	\$1,611,372	\$133,628	92.34%	\$	
Northwest Drive Rehabilitation	\$928,045	\$928,045	\$850,402	\$77,643	91.63%	\$	X
PHS Turf Maintenance Fund	N/A	\$118,666	\$18,415	\$100,251	N/A	\$	- 1

Refunds 11/16/2020

	Current Year	Amount
1	Ally Financial, Louisville, KY	\$227.56
2	Ally Financial, Louisville, KY	\$539.55
3	Ally Financial, Louisville, KY	\$145.23
4	Bakaj, Maria, 63 Pequot Rd	\$16.31
5	Bonas, Estelle, 634 Camp St	\$16.27
6	Buden, Dean or Juanita, 34 Wilson St	\$22.26
7	Dellavecchia, David, 60 Diamond Ave	\$23.02
8	Dellavecchia, David, 60 Diamond Ave	\$154.06
9	Dilernia, Dorothy or Barbara Bergeron, 125 Ledge Rd	\$135.98
10	Dilernia, Dorothy or Barbara Bergeron, 125 Ledge Rd	\$21.46
11	Enterprise FM Trust, Saint Louis, MO	\$181.09
12	Enterprise FM Trust, Saint Louis, MO	\$181.09
13	Honda Lease Trust, Holyoke, MA	\$330.21
14	Honda Lease Trust, Holyoke, MA	\$397.79
15	Honda Lease Trust, Holyoke, MA	\$49.40
16	La An B, 116 Northwest Dr	\$40.37
17	PC Law Assoc. LLC, Pittsburgh, PA	\$88.41
18	Toyota Lease Trust, Woburn, MA	\$132.66
19	Toyota Lease Trust, Woburn, MA	\$353.61
20	Toyota Lease Trust, Woburn, MA	\$461.14
21	Toyota Lease Trust, Woburn, MA	\$61.45
22	Toyota Lease Trust, Woburn, MA	\$163.92
23	Toyota Lease Trust, Woburn, MA	\$501.64
24	Toyota Lease Trust, Woburn, MA	\$175.42
25	Toyota Lease Trust, Woburn, MA	\$218.35
26	Toyota Lease Trust, Woburn, MA	\$596.09
27	Toyota Lease Trust, Woburn, MA	\$388.75
28	USB Leasing LT, Oshkosh, WI	\$309.82
29	USB Leasing LT, Oshkosh, WI	\$684.43
30	USB Leasing LT, Oshkosh, WI	\$419.80
31	VW Credit Leasing LTD, Libertyville, IL	\$345.54
	Total	\$7,382.68
	Prior Years	Amount
1	Brady, Andrew (PMC Industries Inc) 87 Spring Ln	\$23,559.62
	(settled personal property court case for 3 years back taxes)	
2	Honda Lease Trust, Holyoke, MA	\$275.75
3	SMA Realty LLC, 10 Sparks St	\$3,194.40
	Total	\$27,029.77
	Sewer User Fee	Amount

Total

\$844.14